2023
ISLAND COUNTY COMMISSIONER'S WORK SESSION SCHEDULE
SEPTEMBER 6, 2023

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: Join Zoom Meeting:
https://tinyurl.com/ICWorkSession **Meeting ID:** 957 0144 6335 **Passcode:** 969196
Dial by your location: +12532158782, 95701446335#, *969196# US (Tacoma)

9:00 a.m.	Sheriff's Office
9:10 a.m.	Treasurer
9:20 a.m.	County Administration
10:35 a.m.	Public Works
11:20 a.m.	Commissioners
11:35 a.m.	Assessor
11:45 a.m.	Human Resources

NOON BREAK

1:00 p.m.	Public Health
1:50 p.m.	Planning and Community Development

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

Work sessions are public meetings which provide an informal workshop format opportunity for the Board to review ongoing issues with individual departments and elected officials. This time is used for the Board to meet with other agencies, committees, and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

Written public comment is welcomed and can be directed to the Clerk of the Board by submitting it to CommentBOCC@islandcountywa.gov or j.roll@islandcountywa.gov. If you have questions regarding public comment you may call 360-679-7385. Written comments presented by members of the public are considered a public document and must be submitted to the Clerk of the Board.

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics and materials may be presented that are not included in a department's agenda. **If you are interested in reviewing those documents, please contact our office at 360-679-7354.**

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the Island County website or click here.

ISLAND COUNTY SHERIFF

WORK SESSION AGENDA

DATE: 9/6/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Rick Felici, Sheriff

Amount of time requested for agenda discussion. 10 minutes

Agenda Item No.: 1
Subject: **Interlocal agreements for Homeland Security Grant E23-236**
Description: Interlocal agreements between Island County Sheriff's Office (ICSO) and Oak Harbor Police Department (OHPD), City of Anacortes, and Washington State Parks, respectively, for Homeland Security Grant E23-236. E23-236 was approved 6/13/23 by the Board of County Commissioners.
Attachment: **Interlocal agreements between: ICSO and OHPD, ICSO and City of Anacortes, ICSO and Washington State Parks**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete:☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S DEPARTMENT AND OAK HARBOR POLICE DEPARTMENT

This AGREEMENT is entered into by and between the ISLAND COUNTY SHERIFF'S DEPARTMENT and the OAK HARBOR POLICE DEPARTMENT.

1. Award Recipient Name and Address
   Oak Harbor Police Department
2. Contact: Michael Bailey
   Title: Captain
   Telephone: 360-279-4600
3. Project Title:
   Homeland Security Grant
4. Award Period:
   09/01/2022-6/30/2025
5. Grant No.
   E23-236
6. Funding Authority
   Washington State Military Department
7. Amount approved:
   $8,685.00
8. Service Area:
   City of Oak Harbor

Oak Harbor Police Department – Partner Recipient Cost Summary = $8,685.00									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency Cost	$8,000	$560.00	$0.00	$0.00	$0.00	$125.00	$0.00	$0.00	$8,685.00

FUNDING SOURCE

Funding for this AGREEMENT is provided to the ISLAND COUNTY SHERIFF'S DEPARTMENT from the

Washington State Military Department for the intended purposes/use as defined in the Homeland Security Grant No. E23-236, which is incorporated by reference. Funding awarded to the RECIPIENT shall not exceed $8,685.00.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the Grant Agreement E23-236, which is incorporated herein. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed once the Island County Sheriff's Department has been reimbursed by Washington State Military Department. Delays in report submittal or project related activities may result in a delay of disbursement of funds.

INDEMINIFICATION

Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts of omissions in the performance of this Agreement or those of their officials, officer, agents or employees to the fullest extent required by law, and further agrees to save indemnify, defend and hold the other party harmless from any such liability. No joint venture or partnership is formed as a result of this AGREEMENT.

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S DEPARTMENT AND OAK HARBOR POLICE DEPARTMENT

IN WITNESS WHEREOF, ISLAND COUNTEY SHERIFF'S DEPARTMENT and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

ISLAND COUNTY SHERIFF'S DEPARTMENT

Name: Rick Felici
SHERIFF

Date: _____

OAK HARBOR POLICE DEPARTMENT

Name: Kevin Dresker
CHIEF

Date: 5-19-23

ISLAND COUNTY COMMMISSIONER

Janet St. Clair, Chair
Board of Island County Commissioners

Date: _____

CITY OF OAK HARBOR

Robert Severns
Mayor, City of Oak harbor

Date: 7/11/2023

DocuSign Envelope ID: 377E7F13-5337-489A-95B9-30F36CFC9C14

SUB-RECIPIENT AGREEMENT BETWEEN ISLAND COUNTY AND CITY OF ANACORTES

THIS SUB-RECIPIENT AGREEMENT is made and entered into, by and between, Island County, herein after referred to as the "County," and the City of Anacortes, herein after referred to as the "City" (also referenced and considered a sub-recipient under the provisions of this agreement).

1. Award Recipient Name:
   City of Anacortes

2. Contact: Christian Fuller
   Title: CAPT
   Telephone: (360) 293-4684

3. Project Title:
   Homeland Security Grant

4. Award Period:
   09/01/2022-6/30/2025

5. Grant No.: E23-236

6. Funding Authority:
   Washington State Military Department

7. Amount Approved: $25,960.00

8. Service Area:
   City of Anacortes

City of Anacortes – Partner Recipient Cost Summary = $25,960.00									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency Cost	$19,000.00	$4,560.00	$0.00	$0.00	$0.00	$1,400.00	$0.00	$0.00	$25,960.00

This is a sub-grant of the U.S. Department of Homeland Security (OHS), Federal Emergency Management Agency (FEMA), Federal Funding Source Agreement 22-BLWBLW-11-001 V0, Federal Fiscal Year (FFY) 2022 Operation Stonegarden Program (OPSG), CFDA No. & Title: 97.067 – HSGP (22OPSG), passed through the following entities: Washington State Military Department and Island County.

The purpose of this agreement is to enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors along the Canadian and international water borders.

WHEREAS, Island County, the United States Border Patrol (USBP), and the Washington State Military Department agree to allow Island County to include the City of Anacortes as a "friendly force" and therefore disburse sub-recipient grant funds from Washington State Military Department through Island County to the City;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

SPECIAL TERMS AND CONDITIONS

Statement of Work

The City shall enhance border security through operational overtime and equipment purchases, as detailed in Attachment A - Statement of Work, Attachment B - Homeland Security Grant Agreement between Washington State Military Department and Island County Sheriff's Office, and DHS-FEMA approved OPSG Operations Orders (FOUO).

Period of Performance
Subject to its other provisions and regardless of the date this agreement is signed, the period of performance of this Agreement shall commence on September 1, 2022, and be completed by June 30, 2025, unless terminated sooner as provided herein.

In Consideration Whereof
The maximum amount of this Agreement allocated to the City is $25,960.00. This is a fixed price, reimbursement agreement.

Billing Procedure
The City shall submit invoices for reimbursement to the County documenting all actual direct costs for OPSG expenditures incurred by the City. Invoices must be submitted no more frequently than monthly but at least quarterly in order to receive reimbursement.

Requests for reimbursement of equipment purchases must include a copy of the vendor's invoice and a copy of the packing slip signed with the date goods were received. In the absence of a packing slip, a statement may be signed and dated by the City's authorized representative that states, "All items have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements." No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the City and invoiced by the vendor.

The County shall reimburse the City within 30 days of receipt of reimbursement from the granting agency, Washington State Military Department.

Agency Representatives
The individuals listed below, or their successors, represent the parties in matters involving this Agreement:

For the County
Vodean Miller, Sergeant
Island County Sheriff's Office
1 NE 7th ST
Coupeville WA 98239
Telephone: (360) 678-7246
Email: v.miller@islandcountywa.gov

For the City
Christian Fuller, Captain
Anacortes Police Department
1218 24th Street
Anacortes WA 98221
Telephone: (360) 293-4684
Email:fullerc@cityofanacortes.org

GENERAL TERMS AND CONDITIONS

1. Administrative and/or Financial Requirements
The City shall comply with all administrative and cost principle requirements in 2 CFR 200, OMB Guidance, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

The City shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HGSP Program, including, but not limited to, all

criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2022 Homeland Security Grant Program" document, the OHS Award Letter for Grant # OPSG OO WA ISLAND FY22 22-BLWBLW-11-001 V0 in Attachment #1 of Attachment C (FOUO), and the federal regulations commonly applicable to DHS/FEMA grants.

The City shall comply with all federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.17); safety and health regulations; and Chapter 49.60 RCW.

2. **Termination of Contract**
If, through any cause, the City fails to fulfill in a timely and proper manner its obligations under this Agreement or if the City violates any of the stipulations of this contract, the County shall thereupon have the right to terminate this Agreement and withhold any remaining allocation, if such default is not corrected within thirty (30) days after submitting written notice to the City describing such default or violation. Otherwise, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Reimbursement for services performed by the City and not otherwise paid for by the County prior to the effective date of termination, shall be as the County reasonably determines. The County reserves the right to terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funding from the source of these grant funds, provided that such funds are the basis for this contract.

3. **Equipment and Supply Acquisition**
The City may purchase approved equipment and supplies, in accordance with Attachment A - Statement of Work, and the current DHS-FEMA approved OPSG Operations Order, and request reimbursement from the County. The City shall purchase the equipment and supplies according to its jurisdiction's procurement regulations, provided that the regulations conform to the requirements contained in the Grant Agreement between Washington State Military Department and Island County, Attachment B, Exhibit A, Article II - Administrative and/or Financial Requirements.

4. **Post-Award Requirements for Equipment and Supply Management**
For the duration of the life of any Equipment provided by this Agreement:
The City shall comply with 2 CFR 200.318 - 200.326, to include but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the City.
ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the City's inventory system.
iii. The City shall maintain property records that include a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
iv. The City shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the City to determine the cause of the difference. The City shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
v. The City shall be responsible for any and all operational and maintenance expenses and

for the safe operation of their equipment and supplies including all questions of liability. The City shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.

vi. The City must obtain and maintain all necessary certifications and licenses for the equipment.

vii. The City shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the County.

viii. If the City is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency or award, the City must comply with the following procedures:

a) Supplies: The City may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.

b) Equipment: The City must dispose of equipment as follows:

- Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the City with no further obligation to the awarding agency.
- Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the City shall compensate the Federal-sponsoring agency for its share.

x. Records for equipment shall be retained by the City for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the City until all litigation, claims, or audit findings involving the records have been resolved.

The City shall only purchase pre-identified equipment items which have received approval from U.S. Border Patrol, FEMA, Washington State Military Department, and the County. No reimbursement will be provided unless appropriate approval has been received.

Allowable equipment and supply categories for 22HGSP are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/authorized- equipment-list.

The City is solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, the City must contact the County for assistance in seeking FEMA approval prior to acquisition.

Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

Equipment purchased with OHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

The City shall provide such information to the County as specified above on request.

5. **Right to Recover**

Should the City violate the requirements listed in this Agreement, the State of Washington reserves the right to recover any Equipment or funds transferred to the City through this Agreement.

6. **Save Harmless and Indemnification**
To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

7. **Disputes**
The parties shall make every effort to resolve disputes arising out of or relating to this agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this agreement, the parties shall select a dispute resolution panel to resolve the dispute. The panel shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The panel shall attempt, by majority vote, to resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member. Both parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

8. **Venue and Choice of Law**
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Island. This Agreement shall be governed by the laws of the State of Washington.

9. **Severability**
If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

10. **Entire Agreement**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

The Special Terms and Conditions, General Terms and Conditions, the Statement of Work in Attachment A, the Grant Agreement between Washington State Military Department and Island County Sheriff's Office (Island County Contract No E23-236) as Attachment B, and the current DHS-FEMA approved OPSG Operations Order (FOUO) and its subsequent revisions apply towards the City unless expressly revised by this Agreement.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

ISLAND COUNTY

By _____
Rick Felici, Sheriff

Date _____

By _____
Janet St. Clair, Chair
Board of Island County Commissioners

Date _____

CITY OF ANACORTES

By _____
Matt Miller, Mayor

Date 8/14/2023

DocuSign Envelope ID: 377E7F13-5337-489A-95B9-30F36CFC9C14

Attachment A

STATEMENT OF WORK

Introduction: Through the U.S. Department of Homeland Security (OHS), Federal Emergency Management Agency (FEMA), the FFY2022 Operation Stonegarden Program is providing funds to enhance law enforcement preparedness and operational readiness along international borders of the United States.

The City agrees to the following:

1. Work closely with local, state, and federal law enforcement agencies to develop Operations Orders.

2. Activities under this contract must have a clear correlation to the goals, objectives, and priorities identified in the evaluated and DHS-FEMA approved OPSG Operations Order and all revisions thereto.

3. Plan and implement activities in accordance with the FFY2022 Homeland Security Grant Program Guidance.

4. At the conclusion of each overtime shift, complete an OPSG Daily Activity Report (DAR) and submit it via the Homeland Information Security Network (HISN) https://hsin.dhs.gov.

5. Submit at a maximum monthly and at minimum quarterly, signed and approved reimbursement requests with supporting documentation to the County for costs incurred.

6. If purchasing equipment , the Contractor must meet the following requirements:
   a. Equipment must be directly related to the enhancement of border security associated with law enforcement activities and in compliance with the FEMA Authorized Equipment List (AEL).
   b. Ensure that vendors have not been suspended or debarred from doing business with the federal government by searching records on the System for Award Management, which can be found at www.sams.gov.
   c. Purchases must be in accordance with the current DHS-FEMA approved OPSG Operations Order.
   d. Purchases must also be in accordance with purchasing requirements as specified in the general terms and conditions of this contract.

The County agrees to the following:

1. Provide technical assistance, expertise, and coordination with Washington State where necessary.

2. Reimburse the City within 30 days of receipt of reimbursement from the granting agency, Washington State Military Department.

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S DEPARTMENT AND WASHINGTON STATE PARKS

This AGREEMENT is entered into by and between the ISLAND COUNTY SHERIFF'S DEPARTMENT and the WASHINGTON STATE PARKS AND RECREATION COMMISSION.

1. Award Recipient Name and Address
   WASHINGTON STATE PARKS
2. Contact: Josh Bell
   Title: NW Region Manager
   Telephone: (509) 665-4313
3. Project Title:
   Homeland Security Grant
4. Award Period:
   09/01/2022-6/30/2025
5. Grant No.
   E23-236
6. Funding Authority
   Washington State Military Department
7. Amount approved:
   $13,740.00
8. Service Area:
   Island County

Washington State Parks – Partner Recipient Cost Summary = $13,740.00									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency Cost	$9,200.00	$3,680.00	$0.00	$0.00	$0.00	$125.00	$0.00	$735.00	$13,740.00

FUNDING SOURCE

Funding for this AGREEMENT is provided to the ISLAND COUNTY SHERIFF'S DEPARTMENT from the Washington State Military Department for the intended purposes/use as defined in the Homeland Security Grant No. E23-236, which is incorporated by reference. Funding awarded to the RECIPIENT shall not exceed $13,740.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the Grant Agreement # E23-236, which is incorporated herein. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed once the Island County Sheriff's Department has been reimbursed by Washington State Military Department. Delays in report submittal or project related activities may result in a delay of disbursement of funds.

INDEMINIFICATION

Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts of omissions in the performance of this Agreement or those of their officials, officer, agents or employees to the fullest extent required by law, and further agrees to save indemnify, defend and hold the other party harmless from any such liability. No joint venture or partnership is formed as a result of this AGREEMENT.

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S DEPARTMENT AND WASHINGTON STATE PARKS

IN WITNESS WHEREOF, ISLAND COUNTEY SHERIFF'S DEPARTMENT and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

ISLAND COUNTY SHERIFF'S DEPARTMENT

_____

Name: Rick Felici
SHERIFF

Date: _____

WA STATE PARKS AND RECREATION COMMISSION

_____

Name: Dylan Davis-Bloom
Contracts Manager, State Parks

Date: 5/17/2023

ISLAND COUNTY COMMMISSIONER

_____

Janet St. Clair, Chair
Board of Island County Commissioners

Date: _____

ISLAND COUNTY TREASURER

WORK SESSION AGENDA

DATE: 9/6/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners

From: **Tony Lam, Treasurer**

Amount of time requested for agenda discussion. **10 Minutes**

Agenda Item No.: **1**
Subject: **Tax Title Sale**
Description: Sale of Tax Title Property to Public Works
Attachment: **Resolution, Public Works Letter, RCW 36.35.150, Tax Title Property Map**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AND AUTHORIZING SALE OF TAX TITLE PROPERTY	RESOLUTION NO. C- -23

WHEREAS, RCW 36.35.150 (Tax-title property may be disposed of without bids in certain cases) provides that the county legislative authority may dispose of tax foreclosed property by private negotiation, without a call for bids, for not less than the principal amount of the unpaid taxes in any of the following cases:

(1a) When the sale is to any government agency and for public purposes;

(1b) When the county legislative authority determines that it is not practical to build on the property due to the physical characteristics of the property or legal restrictions on construction activities on the property;

(1c) When the property has an assessed value of less than five hundred dollars and the property is sold to an adjoining landowner; or

(1d) When no acceptable bids were received at the attempted public auction of the property, if the sale is made within twelve months from the date of the attempted public auction; and

WHEREAS, the Island County public auction including the County's tax title property was held December 12, 2013 and no acceptable bids were received for the tax title property during the auction; and

WHEREAS, a bid for the tax-title property identified on Exhibit A have been received via direct contact since the December 12, 2013 auction; and

WHEREAS, this bid received is in the amount of the minimum bid published for the property; and

WHEREAS, the Board of Island County Commissioners agrees that the sale of the subject property meets the criteria identified in RCW 36.35.150(1a) and is in the best interest of Island County and its taxing districts,

IT IS HEREBY RESOLVED, that the Island County Treasurer, Tony Lam, is hereby authorized and directed to sell the subject Tax Title property to recover the Minimum Bid Tax liability due

in the amount of $1,980.00 in total for Parcel number R13209-458-3140, held in trust as a Tax Title property since year 2014.

ADOPTED this _____ day of September 2023.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Janet St. Clair, Chair

ATTEST:

_____
Jill Johnson, Member

_____
Jennifer Roll
Clerk of the Board

_____
Melanie Bacon, Member

RECEIVED
AUG 07 2023
ISLAND COUNTY
TREASURER

ROADS DIVISION

Connie W. Bowers, P.E., Director/County Engineer Fred Snoderly, Asst. Public Works Director Ed G. Sewester, P.E. Asst. County Engineer

July 25, 2023

Tony Lam
Island County Treasurer
1 NE 7th Street
Coupeville, WA 98239

RE: Island County Parcel No. R13209-458-3140 /PID 17350/Tax Title

Dear Tony:

The Public Works Department would like to purchase Parcel No. R13209-458-3140-Tax Title because this property currently serves as a section of waterway which transports a significant amount of water. It connects water collected from a short section of Boon Road and a large contributary farming/ranching area upstream and westerly of Boon Road to the Whidbey Golf and Country Club drainage system, through ditches along Fakkema Farms and ultimately, to Swantown Lake.

Purchase of the property protects the waterway from any development activities which would limit its current function. It also provides the opportunity to make changes to this waterway, if needed, for future management of water flow / water quality.

Sincerely,
Connie W. Bowers, P.E.
Director/County Engineer
Island County Public Works

Minimum Bid: $1,980.00, plus
recording and excise handling fees

Assessed Value: $450.00

By:
Fred Snoderly
Assistant Director
Island County Public Works

COPY: Front Office (2)
File (1)

CB/mmm

r:\tax title letter.docx

RCW 36.35.150 Tax-title property may be disposed of without bids in certain cases—Disposal for affordable housing purposes. (1) The county legislative authority may dispose of tax foreclosed property by private negotiation, without a call for bids, for not less than the principal amount of the unpaid taxes in any of the following cases: (a) When the sale is to any governmental agency and for public purposes; (b) when the county legislative authority determines that it is not practical to build on the property due to the physical characteristics of the property or legal restrictions on construction activities on the property; (c) when the property has an assessed value of less than five hundred dollars and the property is sold to an adjoining landowner; or (d) when no acceptable bids were received at the attempted public auction of the property, if the sale is made within twelve months from the date of the attempted public auction.

(2) Except when a county legislative authority purchases the tax foreclosed property for public purposes, the county legislative authority must give notice to any city in which any tax foreclosed property is located within at least sixty days of acquiring such property, and the county may not dispose of the property at public auction or by private negotiation before giving such notice. The notice must offer the city the opportunity to purchase the property for the original minimum bid under RCW 84.64.080, together with any direct costs incurred by the county in the sale. If the city chooses to purchase the property, the following conditions apply:

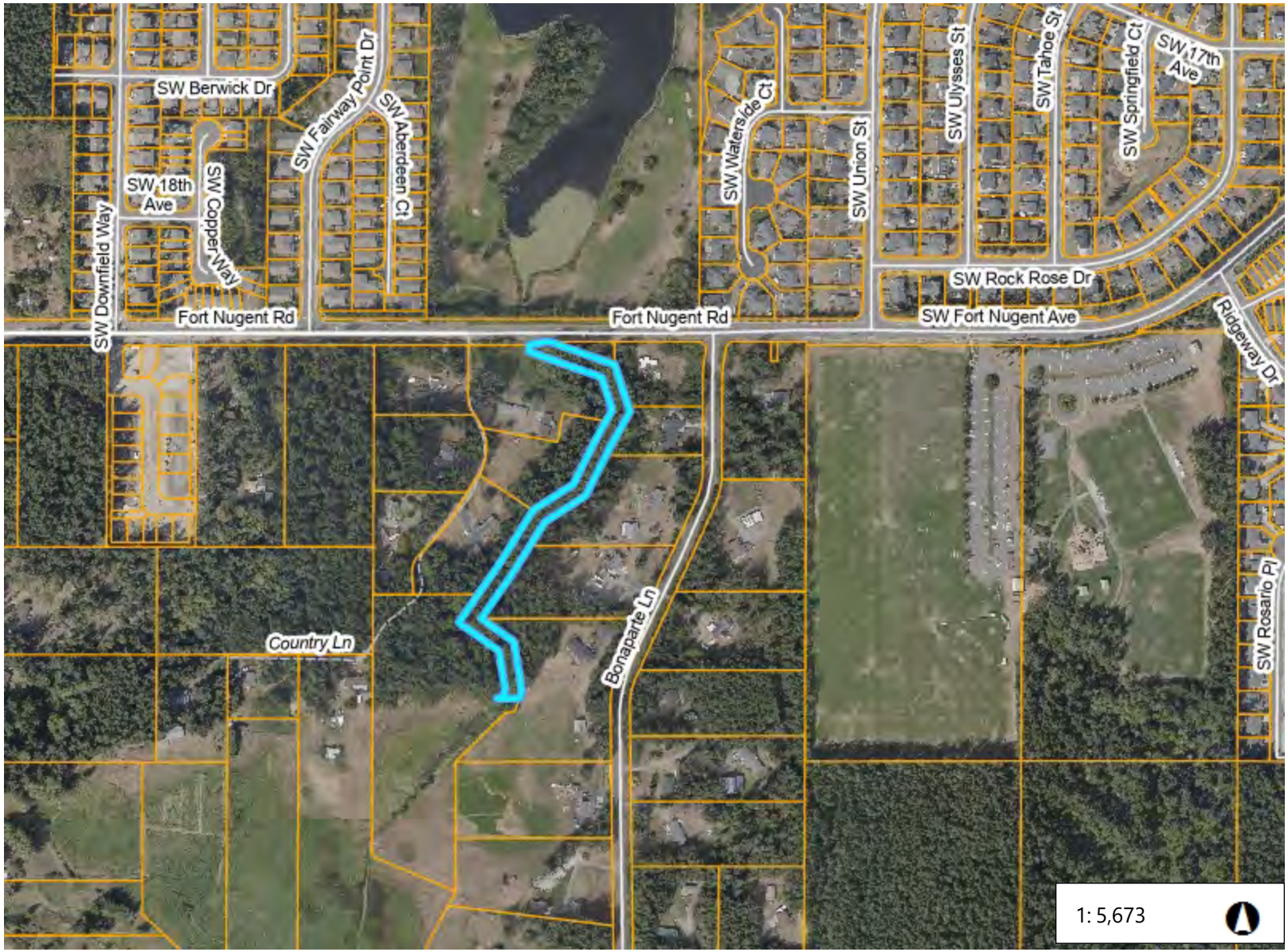
(a) The city must accept the offer within thirty days of receiving notice, unless the county agrees to extend the offer;

(b) The city must provide that the property is suitable and will be used for an affordable housing development as defined in RCW 36.130.010; and

(c) The city must agree to transfer the property to a local housing authority or other nonprofit entity eligible to receive assistance from the affordable housing program under chapter 43.185A RCW. The city must be reimbursed by the housing authority or other nonprofit entity for the amount the city paid to purchase the property together with any direct costs incurred by the city in the transfer to the housing authority or other nonprofit entity. [2016 c 63 § 1; 2001 c 299 § 11; 1997 c 244 § 2; 1993 c 310 § 2; 1961 c 15 § 84.64.320. Prior: 1947 c 238 § 1; Rem. Supp. 1947 § 11295-1. Formerly RCW 84.64.320.]

Effective date—1997 c 244: See note following RCW 84.36.015.

ICGeoMap





Legend

- Parcels
- Roads
  - Highway
  - Collector and Arterial
  - Local
  - Private

Notes

945.6 0 472.78 945.6 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
DO NOT USE AS A LEGAL DOCUMENT. ACCURACY IS NOT GUARANTEED.

ISLAND COUNTY COUNTY ADMINISTRATION

WORK SESSION AGENDA

DATE: 9/6/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners

From: **Michael Jones, County Administrator**

Amount of time requested for agenda discussion. **75 minutes**

Agenda Item No.: 1
Subject: **Broadband Grant**
Description: To discuss use of American Rescue Plan Act (ARPA) fund for the North Camano Broadband Project ARPA funds have been allocated for broadband. Adequate funding remains in the allocated amount to fund the County portion of this project.
Attachment: **ARPA Fund use for North Camano Broadband Project Memo**
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☒Other: Direct staff to prepare contract.

IT Review Complete: ☒ Not Applicable
Budget Review Complete: ☒ Not Applicable

Agenda Item No.: 2
Subject: **Potential Donation of Artwork**
Description: Getting the Board of Island County Commissioner's direction on whether Resolution C-45-21 should apply to a potential donation of a piece of framed art from a local artist.
Attachment: **Mt. Baker Painting Donation Memo**

Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☒Other: Direct County Administrator to prepare a gift agreement for regular meeting.

IT Review Complete: ☒ **Not Applicable**
Budget Review Complete: ☒ Not Applicable

Agenda Item No.: 3
Subject: **Federal Grant Work Review**
Description: Review of Merchant McIntyre Associates 2023 work to date and preliminary discussion of Congressionally directed spending requests
Attachment: **Island County, WA – Federal Funding Update (September 2023)**

Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☒Other: Schedule meeting date to discuss spending request.

IT Review Complete: ☒ Not Applicable
Budget Review Complete: ☒ Not Applicable

Island County Administrator
Michael Jones, County Administrator

1 NE 7th Street, Coupeville, WA 98239
Ph: Whidbey 360-679-7311 | Camano 360-387-3443 | S Whidbey 360-321-5111
Email: Michael.jones@islandcountywa.gov | www.islandcountywa.gov

M E M O R A N D U M

September 6, 2023

TO: Board of County Commissioners

FROM: Michael Jones, County Administrator
CC: Fred Snoderly, Assistant Public Works Director

RE: American Rescue Plan Act (ARPA) Fund use for North Camano Broadband Project

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Providing Broadband services to underserved areas of Island County is paramount to closing the digital divide on health, education, and workforce development. It promotes economic development and allows for home-based businesses and remote work opportunities.

In conjunction with Public Works, the County Administrator requests the use of ARPA funds to partner with the local internet provider to allow them to develop needed infrastructure to 111 address locations on north Camano Island. The project would develop one gigabyte upload and download speeds, which is the highest level of internet connectivity currently available with existing technology.

There is available funding in the ARPA broadband allocation to fund this request. Instead of using our funds to match other grant funds, this proposal would use county ARPA funds as a grant to a service provider to develop an open access network in an underserved area.

County ARPA Funding Request: $296,296
Ziply Fiber Match: $232,804
Total Project Cost: $529,099

Ziply is the incumbent local exchange carrier (ILEC) for the project area. ILECs provide a major part of the telecommunications infrastructure. They traditionally have provided the physical networks that connect people and businesses. They are generally the most heavily invested in a service area because of their legacy systems. Expansion of their existing systems is frequently the most economical way to expand or enhance service in an area, but it does not preclude competition or service by other providers. Island County Code Sec. 2.29 and 2.30A require solicitation and competitive purchasing requirements. Those code sections do not apply to the award of grant funds, so no code requirement exists for the grant under our code. We are still researching the possibility that the ARPA Guidelines require competitive solicitation, but to date have not found any such requirement. If competitive solicitation is required under ARPA, staff will conduct that process. If not requited, staff will move directly to developing a contract with the ILEC (Ziply).

This proposal would develop service to the premises to the 111 identified potential customers. Ziply offers a range of service levels at varied costs, and they participate in the federal Affordable Connectivity Program. The Affordable Connectivity Program is an FCC benefit program that helps ensure that households can afford the broadband they need for work, school, healthcare and more. The benefit provides a discount of up to $30 per month toward internet service for eligible households. A household is eligible for the Affordable Connectivity Program if the household income is at or below 200% of the Federal Poverty Guidelines, or if a member of the household has someone who is on Medicaid, SNAP, Free and Reduced School Lunch Program, or SSI.

The proposed project area includes Eagles Island Airport, an industrial park, farms, and residences. (Map attached). According to the FCC's Broadband Data collection, 85% of the locations in the project area are unserved.

If this request is authorized, construction is estimated to start in April of 2024 and be completed June 2024. However, the project timeline is contingent upon the County successfully hiring a new ARPA Administrator. This proposal is intended to make the project contracting ready for execution by the ARPA Administrator once they are onboarded.

Attachment A, "North Camano Broadband Project," includes a tentative project timeline and map of the project area.

Attachment A
North Camano Broadband Project

The North Camano Island Broadband project will bring Fiber to the Premise (FttP) to 111 address locations. The proposed project area includes the Eagles Island Airport, Industrial Park, farms, and residences. According to the Federal Communications Commission's Broadband Data Collection (12-31-22), more than 85% of the locations in the project area are underserved (less than 100/20 Mbps).

Providing access to multiple gigabits to end users will bolster economic development opportunities, increase household access to online tools for education, healthcare, and employment.

Locations in project area: 111
Total Project Cost: $529,099
Funding Request: $296,296
Ziply Fiber Match: $232,804
Timeline:

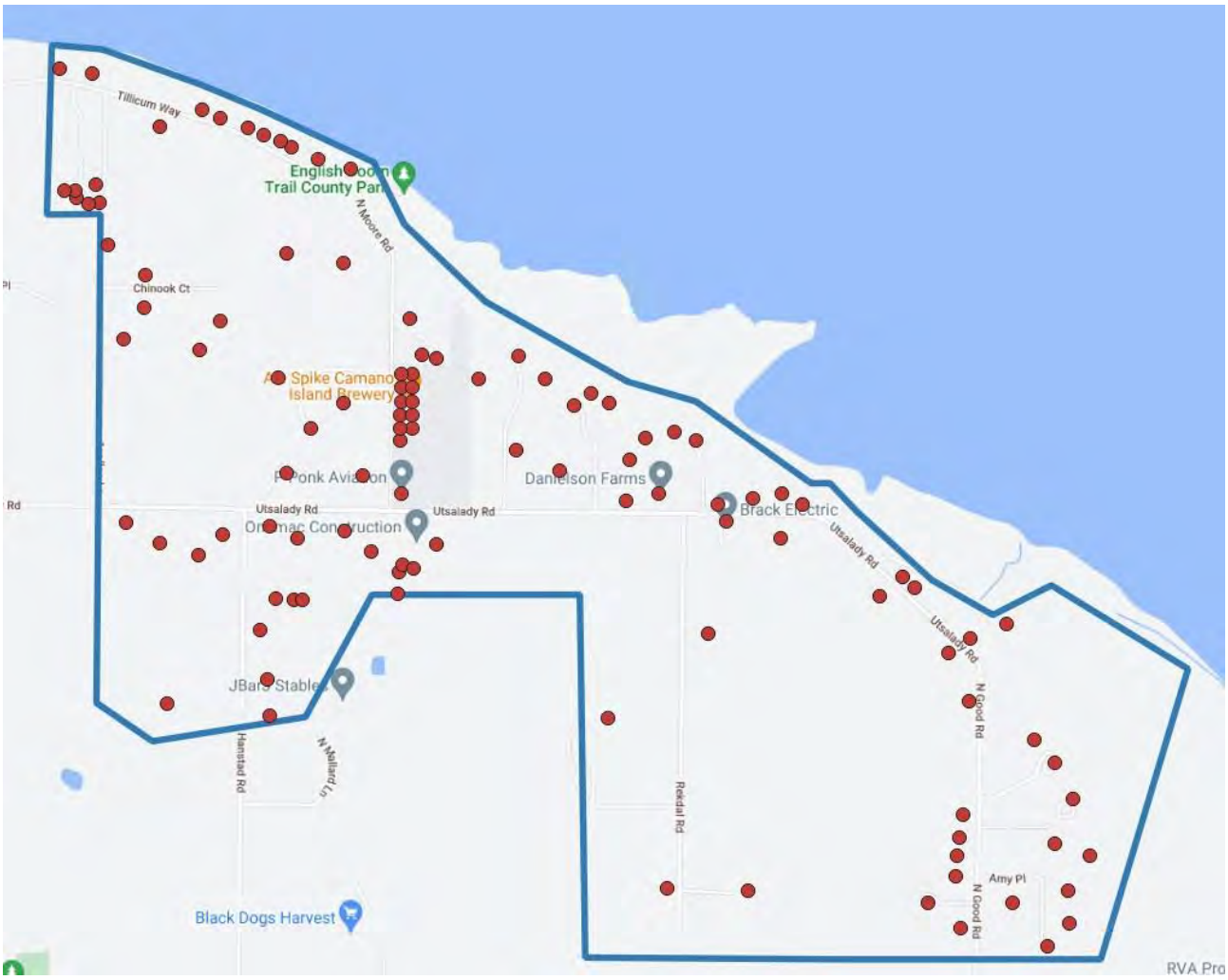
Preliminary Engineering Report: Completed 7/2023
All Required Permits Obtained : 3/2024
Design Engineering: 1/2024
Land/Right of Way Acquisition : 7/2023
Prepare Bid Documents: 3/2024
Award Construction Contract: 11/2023
Begin Construction: 4/2024
Complete Construction: 6/2024
Construction Project Operational: 7/2024

Current Speeds Available

	0/0	<10/1	<25/3	<100/20	Served
Total	0	0	76	19	16

Anticipated Improvements

	25/5	50/10	100/20	100/100	1G/1G
Total	0	0	0	0	111


Tillicum Way
Chinook Ct
N Moore Rd
Utsalady Rd
Utsalady Rd
Utsalady Rd
Utsalady Rd
N Good Rd
N Good Rd
Hanstad Rd
N Mallard Ct
Rexdal Rd
Amy Pl
Black Dogs Harvest
RVA Pro

Island County Administration
Michael Jones, MPA – County Administrator

1 NE 7th Street, Coupeville, WA 98239
Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111
Email: Michael.jones@islandcountywa.gov | www.islandcountywa.gov

M E M O R A N D U M

September 6, 2023

TO: Board of County Commissioners
FROM: Michael Jones, County Administrator
CC: Ryan Beach, Facilities Director

RE: Potential Donation of Artwork

The County has been approached by a local artist with an interest in donating a framed painting. They have offered the painting for display in the Camano Administration building. The painting is 9 inches by 22 inches and illustrates Mt. Baker. (Example below). It is valued at $800.

The County Administrator recommends that the Board of County Commissioners decide that it is unnecessary to convene the ad hoc art committee for this donation, and that the Board direct the County Administrator to prepare a "gift agreement" using the standard agreement included in the Island County Arts Policy, and to bring the agreement forward to the Board at a regularly scheduled meeting.



The County has adopted Resolution C-45-21 establishing the Island County Arts Policy (Attachment A). The policy establishes an ad hoc art committee to be "convened when deemed necessary by the Board of Commissioners" (Island County Arts Policy, Page 2 of 6). The policy includes a robust process for determining if art is appropriate for donation and display in/at a County facility. Though review of art offered for donation is worthy consideration, it seems in the case of this piece it may not

be necessary to invoke the full policy. As a framed painting of the nearby natural scenery, the piece is very low maintenance and is unlikely to generate any controversy related to the content. The policy is drafted to be conservative in the County's approach to owning maintenance intensive art, art of extremely high value that could lead to higher insurance premiums, and/or art that is non-local, non-contextual, and potentially offensive to some.

This recommendation is made in light of the $800 value of the painting. The act of convening the Island County Arts Committee, recruiting, and affirming members, running meeting(s) to consider the donation, and taking action to accept the donation would expend staff resources that are valued at more than $800. The process for review of donations should be reserved for potential donations that cause greater insurance liability, might reasonably be considered offensive to some viewers, and/or have high maintenance demands.

The County Administrator recommends that the Board of County Commissioners direct the County Administrator to expedite acceptance of the artwork. This would expedite the donation and avoid excess use of staff resources.

Attachment A

Island County Arts Policy

Island County Board of Commissioners

ISLAND COUNTY ARTS POLICY

Policy Goals:

The Island County Board of Commissioners establishes the following policy goals for public art in Island County:

- To create appealing, interesting, exciting, and harmonious public spaces by integrating art into existing county facilities, parks, and other spaces;
- To celebrate our community's heritage, creativity, and civic pride by recognizing local artists in the community and displaying their work;
- To promote the creative achievements of Island County's highly diverse artistic community;
- To enhance Island County's image locally, regionally, and nationally as a thriving area for artists by displaying high quality public art created by local artists;
- To foster the public's understanding and enjoyment of public art;
- To encourage local artists to live and work in Island County and participate in the presentation of their art in the County; and
- To encourage public and private support of Island County's art program.

Procedure for Review of Proposed Gifts of Artwork.

I. Introduction

Occasionally Island County receives offers from potential donors interested in contributing artwork to the County's public art collection for display on county property. Gifts are an important part of the County's growing visual artwork collection. The offers of artwork are generous and much appreciated gestures to the citizens of Island County, and often represent substantial investments of time, resources, and effort on the part of donors. It is an honor for an artist's work to be included in the County's collection of public art.

Unfortunately, not all gifts can be accepted. There are a limited number of places where art can be publicly displayed in Island County, and the County is entrusted with deciding how these spaces are to be enhanced for the greatest good of the community. Further, Island County has limited funds to protect, maintain, preserve, and conserve artworks in the County's collection. It is for this reason the County Commissioners have created this policy, and have formed the Island County Arts Committee.

II. Review of Proposed Gifts of Artwork through the Island County Arts Committee

The Board of County Commissioners hereby establishes the Island County Arts Committee. This committee is adhoc in nature and is selected by the Board of Commissioners on a project-by-project basis. It will be convened when deemed necessary by the Board of Commissioners. The Island County Arts Committee composed of Island County staff, Island County citizens, and local community members who reside or work in close proximity to the proposed art installation.

The Committee is responsible for reviewing art prior to receiving it to ensure that it meets Island County's policy for County's Public Art Collection. After reviewing a proposal for a gift of artwork according to the Guidelines set out below, the Committee shall make a recommendation to the County Board of Commissioners to accept or decline the gift. Island County staff and the Board of Commissioners will pre-screen any project for financial budget adequacy and funding sources prior to consideration by the Arts Committee.

III. Island County Arts Committee Review Guidelines

Once the Board of County Commissioners appoints the Island County Arts Committee, it shall promptly convene to consider any proposed gift of artwork assigned to it by the Board. The Arts Committee shall review any artwork proposal according to Review Guidelines adopted by the County Board of Commissioners. It shall prepare a report to bring County Commissioners addressing the following criteria:

A. ***Source of Artwork.*** All art procured for County use must be created by local artists who reside or work in Island County, unless an exception is made by the Board of County Commissioners.

B. ***Aesthetic Quality.*** The proposed gift must possess strong aesthetic merit. Factors to consider include:

- Whether the artwork meets the Policy Goals, stated above;
- The quality of craftsmanship or artistic ability;
- The appropriateness of artwork for inclusion in the County's Public Art Collection. Any artwork that gives the appearance of personal, commercial, religious, or political endorsement will not be accepted;
- The artwork meets community standards of decency, in that all artwork should be suitable for viewing by children;
- The durability of the artwork;
- The relationship of the artwork to other works in the County's Public Art Collection as a whole;
- The appropriateness of artwork scale to the proposed site, if any;
- The appropriateness of artwork to other aspects of its surroundings; and
- The artist's credentials and recognition locally, regionally, and beyond.

C. ***Site Considerations.*** The site proposed, if any, must fit the artwork. Factors to consider include:

- Whether the site is appropriately located and scaled for the placement of this artwork (if artwork is proposed for a site of regional significance, such as an arterial route, a regional park, or a civic building, does the scale and aesthetic quality merit a prominent location);
- Whether the artwork is consistent with site plan recommendations, if designated on a site plan; and
- Whether the County department that occupies the site approves of the artwork.

D. ***Relationship to the Collection as a Whole.*** The artwork must be compatible and complement the existing County's Public Art Collection. Factors to consider include:

- Whether the artwork contributes to the diversity and breadth of the County's Public Art Collection; and
- Whether the artist's work is already adequately represented in the County's Public Art Collection.

E. ***Technical Specifications and Feasibility.*** Artworks proposed for installation on County property must be durable and meet County safety concerns. The Arts Committee may require submittal of structural and engineering drawings, models or presentations. The Arts Committee will review detailed construction/fabrication drawings consisting of the site plan, elevation, and section view of the artwork and determine whether the artwork adequately meets technical standards and feasibility requirements. Factors to consider include:
   - Adjacent/surrounding site conditions, if applicable;
   - Dimensions;
   - Materials;
   - Colors;
   - Power, plumbing, and other utility requirements;
   - Construction and installation method;
   - Qualifications of the person or entity doing the installation and whether that person or entity carries adequate insurance to meet County standards; and
   - The adequacy of any supporting text for the installation, including language for a plaque.

F. ***Vandalism and Public Safety Issues.*** The artwork submittal must address the issues of vandalism and public safety through a written report. The Arts Committee must consider whether the report adequately addresses the following:
   - Description of potential safety hazards;
   - Consideration of the structural features and elements of the artwork and how they might be prone to vandalism; and
   - Recommendations on how to address potential safety hazards and vandalism, including graffiti.

G. ***Need for Maintenance and Longevity.*** The artwork submittal must address the issue of maintenance and the projected longevity of the artwork. The Arts Committee must consider whether the report adequately addresses the following:
   - Whether the installation will last a minimum of 30 years;
   - Description of artwork installation, maintenance, and removal requirements, including instructions for personnel and equipment required;
   - Analysis of installation, maintenance (routine and long-term), and removal requirements, along with an estimated accounting of cost;
   - Written permission from the artist/artist's estate for work by a qualified conservator;
   - Written permission from the artist/artist's estate for removal of the artwork in the future; and
   - Whether the artwork is in good condition and whether conservation work is required (artwork may not be accepted if it requires immediate and/or expensive conservation).

IV. Community-Generated Artwork

Artworks generated through a community process may remain the property of the community or may be gifted to the Island County Public Art Collection. Artworks may be offered to the Public Art Collection as a component of community-generated development projects. If the resulting artwork is located on County property, the Board of Commissioners may require a signed maintenance agreement or the establishment of an endowment for maintenance, preservation, and conservation in perpetuity from the community group or entity responsible. Community generated art projects must be pre-approved by the Board of Commissioners, with guidance from the Arts Committee before the artwork is created or placed.

V. Instructions for Submittal of a Proposal to Gift Artwork to Island County

Island County considers whether to accept gifts of artwork according to the procedure and criteria outlined in the Island County Art Donation Policy. To ensure consideration of a proposal to gift artwork, the prospective donor must submit the following to the Clerk of the Island County Board of Commissioners:

1. A cover letter summarizing your proposal to gift artwork to Island County, including why the donor believes this artwork is appropriate for inclusion in the County's Public Art Collection.
2. A formal proposal addressed to the Board of County Commissioners and the Island County Arts Committee. The proposal must include the following:
    a. Information on the artwork's context, provenance, and history (where it comes from, where it's been, and where it has been displayed, if at all);
        i. A current appraisal of the artwork's value, issued by a qualified appraiser in the field;
        ii. Up to five color images of the artwork, preferably showing different views and base; and
        iii. Additional color images showing the range of the artist's work, for context.
    b. A copy of the artist's resume or biography. Please include a description of other examples of the artist's work, including exhibitions and collections, if any, and any further background on the artist's significance;
    c. A letter of authentication from the artist. If the donor submitting the artwork is not the artist that created it, the letter must come from the artist, if still alive. In the event the artist is deceased, proof of authenticity from a recognized professional fine art appraiser must be submitted;
    d. A Maintenance and Longevity Plan for the artwork, as described in the Island County Arts Committee Review Guidelines;
    e. A Vandalism and Public Safety Plan for the artwork, as described in the Island County Arts Committee Review Guidelines; and
    f. A narrative describing in detail why the donor believes this artwork is appropriate for inclusion in the County's Public Art Collection.

The Board of Commissioners will either convene the Island County Arts Committee to further consider the proposal in the manner described in the Island County Art Donation Policy, or provide

a letter to the donor declining the gift. After consideration of the proposal, the Arts Committee may require the additional materials from the donor prior to making a recommendation to the Board:

1. A letter of approval from the County department in control of the property where the artwork is proposed to be sited;
2. A site plan that includes detailed construction, installation, and removal drawings, in accordance with the Island County Art Donation Policy; and
3. A waiver that indicates the artist or donor accepts all conditions of the County's acceptance of the artwork.

GIFT AGREEMENT

This AGREEMENT is made and entered into this _ day of___ , by and between [DONOR or DONOR representative name and address] (DONOR), and ISLAND COUNTY, WASHINGTON (COUNTY), P.O. Box 5000, Coupeville, WA 98239. This AGREEMENT shall be effective on the date of execution of the last party to sign the AGREEMENT.

WHEREAS, DONOR desires to donate to the COUNTY [describe item(s) to be donated and the location of installation of item, if any]. and

WHEREAS, the COUNTY desires to accept the donation of [item to be accepted as donation], and

WHEREAS, the parties wish to reduce to writing the rights and responsibilities of the parties.

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

Article 1. Obligations of the Donor

A. DONOR, at their sole cost and expense, will donate the following artwork to the COUNTY, unconditionally, together with all copyright (in all media by any means or method now or hereafter invented) and any Certificate of Authenticity: [detailed description of offer being proposed]. Prior to installation, the design and scope of the [donation and installation, including any associated plaque] will be approved by the Island County Board of Commissioners. DONOR shall be responsible for obtaining all necessary permits and other approvals for installation of the [donation].

B. DONOR warrants that they are conveying clear title to the [donation] free and clear of any encumbrances or restrictions. DONOR understands in transferring this gift that there are no conditions applicable to Island County, and that Island County government and its representatives maintain sole discretion over the Item fully described in paragraph A above, and may display, store, or dispose of the item in any manner it so chooses. Fully aware that they understand the COUNTY retains sole discretion over the artwork, DONOR acknowledges that they relinquish all rights whatsoever to the [donation].

C. In connection with the [donation]. DONOR shall provide an educationaVinformation component that shall include text, photos, and audio or video clips with information regarding the donation to the COUNTY. Upon receipt, the material shall become the sole property of the COUNTY to use on its website or in written print, as it determines desirable.

Article 2. Obligations of the County

A. Upon the acceptance of the (donation] identified in Article 1.A, the [donation and installation, including any associated plaque] shall become the sole property of the COUNTY. Thereafter, the COUNTY shall have sole discretion to alter, relocate, or remove the [donation and installation, including any associated plaque].

Article 3. General Legal Provisions

A. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the COUNTY and the DONOR. This Agreement does not confer any rights, express or implied, upon third parties.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Island County.

C. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

D. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

E. Complete Agreement. This Agreement and any attachments or references comprise the complete agreement between the parties. Any modification to the Agreement must be in writing and executed with the same formalities as the Agreement.

F. Compliance with Other Laws. The Consultant shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

ISLAND COUNTY:

_____ _____

Chair Date
Island County Board of Commissioners

DONOR [INSERT NAME]:

_____ _____

[INSERT TITLE] Date

SIGNED AND SWORN before me on _ _ day of_ _ _ _ . 20_ _ , by _ _ _ _ _ .

_____

NOTARY PUBLIC in and for the State of Washington. My commission expires:

_____

(Please print name legibly)

MERCHANT MCINTYRE ASSOCIATES

Island County, WA – Federal Funding Update
September 2023

Background:

Through our ongoing partnership with Island County, Merchant McIntyre (MM) is working to align the County's funding priorities with current and forecasted federal funding opportunities. Our work together thus far has resulted in the submission of multiple funding applications on behalf of the County, while also providing opportunities for the MM team to begin co-creating competitive, award-worthy projects with County officials.

This update outlines the federal funding priorities MM and Island County have identified and are actively pursuing over the course of our partnership to date. MM will continue to expand and adjust this list based on guidance and feedback from County leadership.

Whidbey Airpark Access Project:

Description: Island County has previously conducted extensive analysis of the feasibility of establishing a direct public access road between State Route 525 and the Whidbey Airpark. Through discussions with County officials, MM has worked to evaluate federal funding opportunities that would provide support at a level that enables the project to move forward.

Funding Opportunities:

- DOT Rural and Tribal Assistance Pilot (RTAP) Program
  Overview: This program provides funding for financial, technical, and legal assistance during the development of large-scale competitive infrastructure projects. Applicants of this program will ultimately be able to develop more competitive planning and implementation/construction applications for DOT's larger grant programs.
  Efforts to Date: On August 14, 2023, MM submitted an application for $320,000 through the RTAP Program. This funding would be utilized to advance planning, design and development activities for the Whidbey Airpark Access Project. Additional updates on this request are anticipated by October 2023.

- EDA Public Works and Economic Adjustment Assistance Program
  Overview: This program provides funding for projects with a strong nexus to job creation and business growth.
  Award Amount: Up to $3 million. Based on preliminary analysis of the project location and County demographics, MM anticipates any funding provided through EDA for this project would come at a 1-1 match rate for the County.
  Timing: EDA applications are accepted on a rolling basis.

- DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
  Overview: This program provides funding for surface transportation infrastructure projects that will improve safety; environmental sustainability; quality of life; mobility and community

connectivity; economic competitiveness and opportunity including tourism; state of good repair; partnership and collaboration; and innovation. In our discussions with County officials, MM has raised the potential of including the Whidbey Airpark Access Project as part of a larger RAISE application focused on surface transportation accessibility in Island County.
Award Amount: Up to $25 million.
Timing: MM recommends initiating discussions of a potential RAISE grant prior to Fall 2023, with a submission deadline anticipated for early 2024.

Next Steps: Based on information and recommendations provided by MM, as well as ongoing discussions with community stakeholders, Island County will determine the preferred approach to pursuing federal funding for this project.

Electric Vehicle (EV) Charging Capacity Expansion

Description: Island County is currently pursuing multiple projects to expand the availability of EV charging options on Whidbey and Camano Islands. This includes the installation of EV charging infrastructure within parking lots located at the County's Whidbey Campus.

Funding Opportunities:

- DOT Charging and Fueling Infrastructure (CFI) Program
  Overview: This program provides federal funding for the deployment of EV charging capabilities within communities and along major roadways.
  Efforts to Date: On June 13, 2023, MM submitted an application for $1,981,560 to install nineteen (19) EV charging stations at Island County's Whidbey Island Campus.

Next Steps: MM anticipates receiving updates from DOT regarding the County's application later this year.

Coastal Resiliency

Description: Sea level rise and severe weather events pose a significant threat to Island County's coastal communities, which constitute a significant portion of the region. Specifically, Island County has identified the need to pursue investments that will address the vulnerability of coastal roadways and corresponding threats to accessibility for County residents.

Funding Opportunities:

- NOAA Climate Resilience Regional Challenge Program
  Overview: This program supports collaborative approaches to achieving resilience in coastal regions with an emphasis on risk reduction, regional collaboration, equity, and building enduring capacity.
  Efforts to Date: On August 25, 2023, MM submitted a Letter of Intent with NOAA in advance of a full application for $1,250,000. This letter proposes a regional partnership to address

climate resiliency, including Island County, the Cities of Langley and Oak Harbor, the Town of Coupeville, and the Ports of South Whidbey and Coupeville. Funding received from NOAA would be utilized to formalize this collaboration, develop a comprehensive resilience strategy, and conduct preliminary design and engineering for priority projects in the region.
Timing: MM anticipates a response from NOAA in mid-October. If selected by NOAA to proceed, full applications will be submitted to NOAA in February 2024.

- DOT Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program
  Overview: This program provides funding to ensure surface transportation resilience to natural hazards including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure.
  Award Amount: $45 million has been set aside within the program for resiliency planning at a 100% federal cost share, with a minimum award amount of $100,000.
  Timing: This program provides funding on an annual basis. The next round of applications is anticipated for release in Spring 2024.

- NFWF National Coastal Resilience Fund (NCRF) Program:
  Overview: This program supports projects that will result in the creation or restoration of natural systems to increase the resilience of communities from coastal hazards and improve habitats for fish and wildlife species.
  Efforts to Date: On April 11, 2023, MM submitted a pre-application for the program's Community Capacity Building and Planning track requesting $400,000 for a study evaluating potential strategies to bolster the resiliency of vulnerable coastal roads and maintain the accessibility of shoreline communities, with a specific focus on identifying measures that will prioritize the health and well-being of nearby fish and wildlife.
  Timing: Although the County's FY23 proposal did not advance to full application, NFWF has offered to consult with the County and MM on developing future applications based on these efforts. This program is anticipated to reopen in Winter 2024.

Next Steps: Pending a response from NOAA regarding participation in the Climate Resilience Regional Challenge, MM will continue consulting with the County on the preferred strategy for pursuing these funding opportunities, including the potential for separate applications under the PROTECT and NCRF programs.

Economic Development

Description: As the nation continues to face workforce shortages and economic disruptions in the aftermath of the COVID-19 pandemic, significant federal resources are being made available to support local job and business growth. Based on preliminary discussions with County personnel, MM has identified these resources as a potential avenue for addressing workforce challenges in Island County, including accessibility concerns and the availability of local support services.

Funding Opportunities:

- EDA Distressed Area Recompete Pilot Program
  Overview: This program aims to support long-term, comprehensive economic development and job creation in places with a high prime-age employment gap by creating jobs in the region and connecting people to existing jobs. Island County would apply for a Strategy Development Grant, which would enable the County to apply for up to $20 million in implementation funding during the next grant cycle.
  Amount: Award Ceiling of $500,000
  Timing: Applications for this program are due on October 5, 2023.

Next Steps: Based on further discussions between MM and County leadership, Island County will make a determination on prioritizing the Recompete Pilot Program.

Surface Transportation Projects

Description: During the Resource Inventory Process, Island County identified multiple surface transportation projects that require additional federal funding to move forward. This includes shoulder widening on State Route 20, multiple trail improvements, and a range of other state of good repair projects.

Funding Opportunities:

- DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
  Overview: As outlined above, this program provides funding for surface transportation infrastructure projects with a significant impact on community accessibility. In addition to the potential inclusion of the Whidbey Airpark Access Project, the County may consider a broad range of surface transportation projects for potential inclusion in a RAISE application.
  Award Amount: Up to $25 million.
  Timing: MM recommends initiating discussions of a potential RAISE grant in Fall 2023, with a submission deadline anticipated for early 2024.

- Congressional Earmark Process
  Overview: This process enables the County to access significant funding through direct requests to their Congressional delegation. Successful earmark requests typically involve scalable projects with a broad impact, demonstrable community support, and that would not be able to move forward without Congressional support.
  Efforts to Date: In Spring 2023, MM submitted a $3,500,000 request with the County's congressional delegation to fund the State Route 20 shoulder widening project.
  Timing: Although the County's request was not advanced to the Congressional Appropriations Committees for consideration in FY24, MM has identified continued engagement with the delegation as an essential step in advancing this project or other surface transportation priorities in FY25. Congressional offices will likely begin accepting FY25 earmark requests in early 2024.

Next Steps: We appreciate and encourage the ongoing input and direction provided by the Commission and County staff. Thank you! MM will continue working with the County to identify specific projects for inclusion in a RAISE application. Additionally, MM will begin the process of planning a potential FY25 earmark request in Fall 2024 and incorporate feedback received from the County's congressional delegation.

ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

DATE: 9/6/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners

From: **Connie Bowers, Director**

Amount of time requested for agenda discussion: 50 minutes

DIVISION: **Solid Waste**
Agenda Item No.: 1
Subject: **Household Hazardous Waste Grant Agreement**
Description: Recurring Washington Department of Ecology 2-year agreement to provide the Island County Public Works Department with $326,481 of grant funding to properly manage an estimated 770,000 pounds of household hazardous waste
Attachment: **Memorandum, Agreement No. SWMLSWFA-2023-ICPW-00131 between Island County and the Washington Department of Ecology**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☒

(continued on next page)

Agenda Item No.: 2
Subject: **Diking District No. 4 Board of Appraisers Report**
Description: The Board of Appraisers met to review and discuss apportionment of the maintenance assessment for Diking District No. 4. The recommendation is to assess each parcel equally as all properties benefit equally from the dike. This would result in a $25.63 annual assessment per parcel from 2024 – 2033.
Attachment: **Board of Appraisers Report (signed copy to be presented at the meeting)**
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

DIVISION: County Roads
Agenda Item No.: 3
Subject: **Title VI/Non-Discrimination Assurances**
Description: Request signature for 2022-2023 Title VI Reporting Period. Discuss future delegation of signature authority.
Attachment: **Memorandum, United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A**
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☒Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

DIVISION: Parks
Agenda Item No.: 4
Subject: **Campground Study**
Description: Discuss the campground availability in Island County.
Attachment: **Memorandum, Map of Island County, Proposed South Whidbey Island Campground Layout**
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

Island County Public Works
Connie Bowers, P.E., Director and County Engineer

P.O. Box 5000, Coupeville, WA 98239
Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111
Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

September 6, 2023

TO: Board of County Commissioners – Island County

FROM: Fred Snoderly, Assistant Public Works Director

RE: Washington Department of Ecology Household Hazardous Waste Grant Agreement

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On a recurring basis, the Washington Department of Ecology (Ecology) has provided grant funding to Island County for the proper management of household hazardous waste.

For the 2023-2025 biennium, Ecology has allocated to Island County a total eligible cost of $435,308 with a 25% local share. Over the two year period, Ecology will provide $326,481 in grant funding and Island County will provide the required local share of $108,827. The agreement has been internally reviewed and approved as RM-PW-2023-327.

The grant funding will be used to properly collect and manage an estimated 770,000 pounds of household hazardous waste from the Coupeville Solid Waste Transfer Station, Camano Island Transfer Station, North Whidbey Drop Box Facility and the Bayview Drop Box Facility.

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. SWMLSWFA-2023-ICPW-00131

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

ISLAND COUNTY PUBLIC WORKS

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

GENERAL INFORMATION

Project Title:	P&I Island Co PW
Total Cost:	$590,000.00
Total Eligible Cost:	$435,308.67
Ecology Share:	$326,481.50
Recipient Share:	$108,827.17
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning & Implementation

Project Short Description:
Island County Public Works will spend $435,308.67 to properly manage 770,000 pounds of household hazardous waste.

Project Long Description:
See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

RECIPIENT INFORMATION

Organization Name: ISLAND COUNTY PUBLIC WORKS

Federal Tax ID: 91-6001321

Mailing Address: 1 NE 7th Street
Coupeville, Washington 98239

Physical Address: 20018 State Route 20
Coupeville, Washington 98239

Organization Email: j.hegedus@islandcountywa.gov

Contacts

Project Manager	Jeffrey Hegedus Solid Waste Division Manager 20018 State Route 20 Coupeville, Washington 98239 Email: j.hegedus@islandcountywa.gov Phone: (360) 679-7338
Billing Contact	Lyn Little Accounting Coordinator Solid Waste P O Box 5000 Coupeville, Washington 98239 Email: l.little@islandcountywa.gov Phone: (360) 679-7340
Authorized Signatory	Janet St. Clair Commissioner 1 NE 6th St Coupeville, Washington 98239 Email: j.stclair@islandcountywa.gov Phone: (360) 678-7807

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Olivia Carros PO Box 330316 Shoreline, Washington 98133-9716 Email: ocar461@ecy.wa.gov Phone: (360) 995-3980
Financial Manager	Olivia Carros PO Box 330316 Shoreline, Washington 98133-9716 Email: ocar461@ecy.wa.gov Phone: (360) 995-3980

AUTHORIZING SIGNATURES

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

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

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

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

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

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

Washington State
Department of Ecology

By: _____

Peter Lyon Date
Solid Waste Management
Acting Program Manager

Template Approved to Form by
Attorney General's Office

ISLAND COUNTY PUBLIC WORKS

By: _____

Janet St. Clair Date
Commissioner

Janet St. Clair

Chair, Island County Board of County Commissioners Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $435,308.67

Task Title: MRW Collection and Management

Task Description:
The RECIPIENT will continue to operate their fixed Moderate Risk Waste (MRW) facility and three satellite MRW collection facilities. The facility exists to provide residents with a safe and convenient drop off of their Household Hazardous Waste (HHW) in an effort to improve the quality of the environment by providing an alternative to illegal dumping and or improper disposal of this material.

RECIPIENT will follow all applicable local or state requirements to operate a MRW facility. RECIPIENT or delegate is responsible for worker safety training. RECIPIENT will provide appropriate Personal Protective Equipment (PPE) for all workers. PPE can include safety vests, gloves, eye protection, and other supplies or tools necessary to complete the work safely.

This grant does not cover costs associated with waste generated from businesses that designate as Small Quantity Generators (SQG). If shipment/disposal bills for SQG waste cannot be separated from HHW, then a fee must be charged to each business to cover disposal costs and those fees must be itemized as a credit to the task.

RECIPIENT is participating in the PaintCare product stewardship program and may implement special collection events. ECOLOGY encourages RECIPIENT to contact PaintCare to coordinate their presence at events. PaintCare will take all acceptable products during the event at no charge to the RECIPIENT, resulting in a cost savings to the RECIPIENT.

Costs Eligible for Reimbursement
- Staff salaries and benefits, and indirect up to and including 30%
- Contractor costs
- Supplies and tools necessary to implement the task work (description and use must be clearly communicated in the Item Description on the Expenditures Table)
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement
- Overtime unless the individual spent 100% of their time on LSWFA activities in the core 40-hour work week
- Disposal costs for the management of waste accepted from businesses that designate as Small Quantity Generators
- Costs covered by existing product stewardship organizations and costs covered by new product stewardship organizations that are fully implemented during this agreement period
- Costs at collection events that are covered by product stewardship organizations
- Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
- Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY
- Costs not supported with required documentation

Task Goal Statement:

Island County will provide residents with a safe and convenient drop off of their Household Hazardous Waste (HHW) in an effort to improve the quality of the environment by providing an alternative to illegal dumping and or improper disposal of this material.

Task Expected Outcome:
With the task budget, RECIPIENT estimates,
- 770,000 pounds HHW collected and managed

Recipient Task Coordinator: Jeff Hegedus

MRW Collection and Management

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

Funding Distribution EG240022

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

Funding Title: Island County PW
Funding Type: Grant
Funding Effective Date: 07/01/2023
Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%
Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Island County PW	Task Total
MRW Collection and Management	$ 435,308.67

Total: $ 435,308.67

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Island County PW	25.00 %	$ 108,827.17	$ 326,481.50	$ 435,308.67
Total		**$ 108,827.17**	**$ 326,481.50**	**$ 435,308.67**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTs of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Island County Public Works
Connie Bowers, P.E., Director and County Engineer

1 NE 7th Street, Coupeville, WA 98239
Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111
Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

Diking District No. 4 Board of Appraisers Report

September 6th, 2023

TO: BOCC

FROM: Connie Bowers / Island County Public Works Director / County Engineer
Carol Kipling / Diking District No. 4 parcel owner
Kristina Mayhew / Island County

RE: Diking District No. 4 Board of Appraisers Report

The Board of Appraisers for Diking District No. 4 met on August 22nd, 2023, to discuss the apportionment of the maintenance estimate.

Maintenance Estimate of $50,240 for a 10-year period

Approved by the Board of County Commissioners on August 15th, 2023.

Previous Maintenance Assessments: one-time fee of an equal amount for each parcel

The previous assessments in 2005 and 2015 were a one-time fee of $194.78 and $238.82 respectively, for each of the parcels in the district to address approximately 10 years of maintenance. It is understood an equal assessment for each of the parcels was decided on because all of the properties benefited equally from the dike.

Spread the Assessments out over 10 years

For this assessment, it was decided that an annual assessment would be more equitable for property owners whose property is sold within the assessment time period.

Board of Appraisers Recommendation:

Annual assessment of $25.63 per parcel from 2024 – 2033.

Assess each parcel equally as all of the properties benefit equally from the dike.

The current number of parcels within the District is 196. This results in a total assessment of $256.33 per parcel over the 10-year time period.

_____

Connie Bowers / Island County Public Works Director / County Engineer

_____

Carol Kipling / Diking District No. 4 parcel owner

_____

Kristina Mayhew / Island County

Note: Required to be submitted to the Board of Island County Commissioners 20 days prior to the public hearing. (RCW 85.16.090)

Island County Public Works
Connie Bowers, P.E., Director and County Engineer

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

MEMORANDUM

September 6th, 2023

TO: Board of Island County Commissioners

FROM: Connie Bowers, Public Works Director / County Engineer

RE: Title VI/Non- Discrimination Assurances

Island County is required to provide a Title VI Assurance as part of grants that we receive (attached for signature).

The Assurance requires a signature from the current agency representative. Because our current representative is the Chair of the Board, a new Assurance is required every year. We would like to discuss the possibility of the Board of County Commissioners granting the County Administrator the authority to sign the Assurance document starting in 2024. The document would then be valid as the same person is the designated authority.

At the same time, we would request that the County Administrator be authorized to sign grant-related documents from agencies such as the Washington State Department of Transportation (WSDOT) and the County Road Administration Board. These would be projects that the Board had previously had an opportunity to review and approve. This would decrease both the turn-around time and the number of documents that the Board reviews. Examples of documents like the WSDOT Local Agency Agreement and Local Agency Federal Aid Prospectus will be shared at the meeting.

Background: Island County receives some funding from the Federal Highway Administration (FHWA) through WSDOT during the course of various projects.

The FHWA requires each local agency receiving such funding to establish a Title VI Program to prevent discrimination in the provision of benefits and services on federally funded transportation programs and activities. In 2006 Island County established their Title VI Program.

The attached United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A is a WSDOT requirement and is included with Island County's Title VI Report.

Attachment: Requesting Signature of United States Department of Transportation (USDOT)
Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

Island County (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Washington State Department of Transportation**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the* ***Washington State Department of Transportation****.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal-Aid Highway Program** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > "**Island County**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, **Island County** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **Island County** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **Island County**. You must keep records, reports, and submit the material for review upon request to **Island County**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Island County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal-Aid Highway Proogram**. This ASSURANCE is binding on **Washington State**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal-Aid Highway Program**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____Island County_____
(***Name of Recipient***)

by _____
Janet St. Clair, Chair
Board of Island County Commissioners

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Washington State Department of Transportation**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Washington State Department of Transportation** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Washington State Department of Transportation**, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Washington State Department of Transportation** may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Washington State Department of Transportation** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Island County** will accept title to the lands and maintain the project constructed thereon in accordance with **Title 23**, United States Code, the Regulations for the Administration of **program**, and the policies and procedures prescribed by the **Washington State Department of Transportation** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Island County** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **Island County** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Island County**, its successors and assigns.

Island County in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **Island County** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **Island County** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Island County** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Island County** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Island County** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Island County** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **Island County** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Island County** will there upon revert to and vest in and become the absolute property of **Island County** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Island County Public Works
Connie Bowers, P.E., Director and County Engineer

1 NE 7th Street, Coupeville, WA 98239
Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111
Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

September 6, 2023

TO: Board of County Commissioners – Island County

FROM: Fred Snoderly, Assistant Public Works Director

RE: Campground Assessment

The availability of camping sites in Island County is of high importance to the visiting public. Camping provides the perfect way for families to spend time outdoors and enjoy all the things nature has to offer.

During preparation for the Parks Level of Service presentation to the Board on May 3, 2023, camping opportunities throughout Island County were investigated.

A breakdown of available camping opportunities in Island County (map attached):

Park	Number of Sites	Organization
Deception Pass	306	Washington State
Windjammer	1	City of Oak Harbor
Fort Ebey	51	Washington State
Rhododendron	15	Island County
Fort Casey	38	Washington State
Fairgrounds at Langley	30 RV & 20 tent	Port of South Whidbey
Cama Beach	32	Washington State
Camano Island	80	Washington State
Total	573	

South Whidbey Island Campground: 20 sites being developed; projected budgetary cost of $1,000,000.

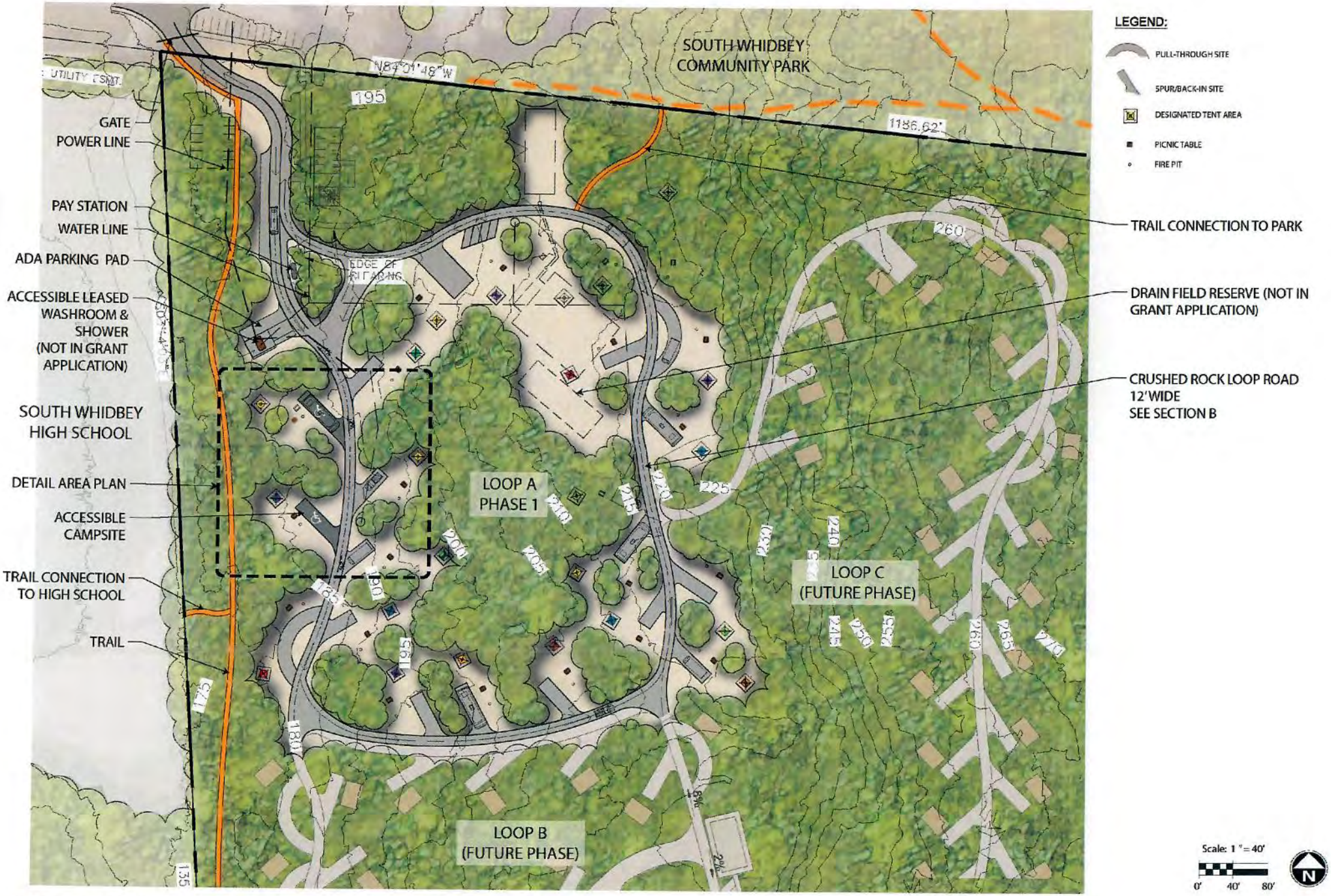
Rates Per Night:

State Park Rates
Primitive and Water Trail Sites: $12
Standard Sites: $20 - $37, season dependent
Partial Utility Sites: $30 - $45, season dependent
Full Utility Sites: $35 - $50, season dependent

Fairgrounds Rates
$25 with utilities
$20 without utilities

Rhododendron Park Rates
$15, no utilities


Deception Pass
State Park
306
Windjammer
Park Kayak
Campsite
1
Fort Ebey
State Park
51
Rhododendron
Campground
15
Fort Casey
State Park
38
Cama Beach
State Park
32
Camano Island
State Park
80
Fairgrounds
Campground
50
South Whidbey
Community Park
120 (potential)
Public Campgrounds
w/ Number of Sites



Phase 1 Schematic Plan with Future Phases Shown

South Whidbey Island Campground

August 4, 2016

j.a. brennan associates PLLC

ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

DATE: 9/6/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 15 minutes

Agenda Item No.: 1
Subject: Washington State Association of Counties (WSAC) committee report
Description: WSAC committee report discussion
Attachment: None
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

ISLAND COUNTY ASSESSOR

WORK SESSION AGENDA

DATE: 9/6/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners

From: **Kelly Mauck, Assessor**

Amount of time requested for agenda discussion. 10 minutes

Agenda Item No.: 1
Subject: **Purchase of Just Appraised Software and Services**
Description: Just Appraised offers services that provide workflow management for ownership transfer processes. Extracting information from deeds using proprietary natural language processing techniques to match these transfer documents to the correct parcels using legal description and current ownership information.
Attachment: **IT Requirements, Services Agreement, Sole Source Letter, and Pricing**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ In process
Budget Review Complete: ☐ In process

Just Appraised

IT Requirements

Just Appraised has built integrations with over 30 different CAMA systems. Below are descriptions of the four pieces of infrastructure Just Appraised is looking for your office to put into place to facilitate our integrations work:

- **2 virtual machines**
  - 1 for Production, 1 for Staging/Test
  - ~8GB storage, ~16GB RAM - per server
  - Windows Server 2016 or newer
  - Single core processor and scale to multiprocessors based on the amount of data for deeds transfer and extractor services
    - Note: our apps are single threaded, therefore multi cores won't have an impact
  - Physical PCs are fine for now as well
- **VPN and remote access to these servers**

  - We can use whatever protocol you set up

  - Cisco AnyConnect +Windows Remote Desktop is common.

  PPTP/GoToMyPC/LogMeIn/Citrix also work

- 2 Active Directory accounts (minimum to log into VMs - could be also tied to DB/CAMA)
  - We prefer two system level accounts (<CountyName>-JA-Services) tied to a JA created email address to match
    - One account will be where the service is run, we prefer this to account to not have password expire
    - One account for our technical support after go-live. This account can have passwords expire.
      - Please note the cadence of password expiring
  - If named accounts are required, then the SE assigned to the project, the SE team lead, the IE team, and the support team will need accounts.
  - Our three requirements for service account here are:
    - ability to install utility services (e.g. IIS, SSMS)
    - ability to publish the application as a service such that when the server reboots, the application restarts
    - 'Log on as a batch job' permissions (for scheduling nightly data refresh task)

- **CAMA Database users + connection information (could be separate from AD account above)**

  - Credentials for a read/write database user: 1 for Test, 1 for Production

  - CAMA DB server names and IP information so we can connect to the database tables

- **Server permissions / access**

  Our applications on these servers will make the following requests

- Outbound SFTP connections to justappraised.files.com (Files.com is our FTP provider). This requires outbound port 22 to be open on your firewall for requests coming from the VM

- Outbound HTTPS connections to api.justappraised.com,

api-sandbox.justappraised.com. This requires outbound port 443 to be open on your firewall for requests coming from the VM

- Outbound TCP/IP connections to the CAMA DB. This typically requires port 1433 to be open on the database server

- Inbound VPN/RDP connections

JUST APPRAISED

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of October 1, 2023 (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074, San Francisco, CA 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

A. Company provides one or more software-as-a-service applications designed to facilitate document processing (collectively, the "Platform").

B. Company also provides support and maintenance services related to its platform, and may offer consulting, implementation and other professional services.

C. Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. PLATFORM ACCESS

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefore and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Forms(s) to use the Platform at any one time. Customer acknowledges that Company may include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2. SUPPORT AND PROFESSIONAL SERVICES

2.1 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2 In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside of Company's control, any projected dates for accomplishing such milestones will be approximately adjusted to

reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, “

Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

3.3 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is provided to Company through Customer's use of the Platform or is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable,

non-sublicensable, royalty-free, paid-up, revocable, perpetual license to use, copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (ii) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3 Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5 During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5. PAYMENT OF FEES

5.1 Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the start of the Initial Term (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form of SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW If Customer's use of the Platform exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term (as defined in the applicable Order Form) or then current Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2 Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Company's net income.

6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term"). Each Order Form (including Customer's obligation to pay the applicable License Fees) will automatically renew as set forth therein. Neither SOWs nor those portions of Order Forms that Customer uses to order Professional Services will automatically renew.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3 Sections 4, 5, 6.3 and 7-9 will survive expiration or termination of this Agreement for any reason.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Washington without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s). In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

JUST APPRAISED INC.	**CUSTOMER: ISLAND COUNTY ASSESSOR**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

JUST APPRAISED

SAAS SERVICES ORDER FORM (DEEDS)

This Order Form is effective as of October 1, 2023 (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on October 1, 2023 (the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

<table>
<tr><td>Customer: Island County Assessor</td><td>Contact: Kelly Mauck</td></tr>
<tr><td rowspan="2">Address: 1 7th St NE #208
Coupeville, WA 98239</td><td>Phone: (360) 679-7303</td></tr>
<tr><td>E-Mail: K.Mauck@islandcountywa.gov</td></tr>
<tr><td>Pilot Fee: $0.

License Fees: $29,000 per year for the Initial Term (the "License Fee"), to be invoiced in a single lump sum at the beginning of Initial Term and any subsequent Renewal Terms, and paid in accordance with Section 5.2 of the Agreement.

After the Initial Term, Company may increase the License Fee in accordance with Section 5.1 of the Agreement.

Implementation Fees: $5,500

Professional Services Fees to be invoiced in a single lump sum on the Order Form Effective Date and paid in accordance with Section 5.2 of the Agreement.

Service Capacity will not exceed 5,000 documents per year</td><td>Pilot Term: October 1, 2023 through December 31, 2023.

Initial Term: January 1, 2024 through December 31, 2024. The Initial Term will automatically renew on an annual basis for one-year terms (each a "Renewal Term") unless either party elects not to renew by giving the other party written notice at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable.</td></tr>
</table>

JUST APPRAISED INC.

By: _____
Name:
Title:
Date:

CUSTOMER: ISLAND COUNTY ASSESSOR

By: _____
Name:
Title:
Date:

Just Appraised

Sole Source Letter

What is the purpose and need of this product or service?

- Just Appraised provides workflow management around the change of ownership process, bringing greater transparency to the process and enabling a shift from data entry to QC
- Just Appraised uses proprietary instrument classification algorithms to eliminate the printing and sorting process of entire volumes, leaving the Assessor's staff with a queue of documents relevant to their work
- Just Appraised matches secondary transfer documents (Preliminary Change of Ownership Report forms) to their corresponding transfer documents
- Just Appraised extracts information from deeds using proprietary natural language processing techniques to match these transfer documents to the correct parcels using legal description and current ownership information
- The software structures extracted sale and transfer information cleanly into the data fields required to update ownership in the CAMA database

What functional or performance specification and/or statement of work does this product or service have that others do not have?

- Just Appraised leverages the latest in cloud computing advancements, machine learning and natural language processing to provide best practice workflow for change of ownership and GIS activities
- Just Appraised matches deeds to lot / block parcels with 98% accuracy, metes & bounds parcels with 90+% accuracy
- Just Appraised saves hours per day of staff time by pre-filtering out irrelevant documents using proprietary algorithms. These documents would otherwise have had to be reviewed and filtered manually
- Sales and ownership data is extracted for staff members by the system (97+% accuracy) so they can shift their focus from data entry to quality control
- Just Appraised facilitates direct integration with the Assessor's CAMA database (Megabyte) to eliminate keying from the change of ownership process
- Just Appraised is also able to integrate with other systems in the future via web services to provide flexibility in case the underlying Assessor system changes
- These features have been proven through case studies with 60+ jurisdictions across the country

Specifically, why doesn't each of the other products or services meet the functional or performance requirements listed in question 1 above?

- No other products exist that can use machine learning and natural language processing techniques to automate the filtering process of real estate transaction documents for the Assessor
- Other solutions do not have 95%+ data extraction accuracy figures
- Other solutions do not have 90-98%+ parcel matching accuracy rates
- Other solutions do not categorize documents based on specific cases in documents including but not limited to: multi-parcel sales, chain of title issue, metes and bounds legal, lot block legal, tenancy, partial interest

- Other solutions do not have programmatic, machine learning powered sales qualification recommendations and the ability to iterate on flagging logic so that the solution is bespoke to County business processes
- Other solutions are on-premises and do not leverage the speed and power of cloud technologies
- Other solutions do not provide direct integration with the Assessor database to eliminate keying from the change of ownership process

About Just Appraised

We are a Y-Combinator backed, Stanford graduate team (based in California) that has built software to streamline the change of ownership process for local government offices. Our backgrounds are in software engineering, business, design, and machine learning. Our experience includes working at or with national agencies, municipal governments, and consumer technology companies.

Just Appraised

Island County, WA
Pricing Proposal: Deeds

Island County Goals

Increase Efficiency: Today the Assessor's office is manually matching deeds & affidavits together, and hand-keying information into PACS. Streamlining these processes would build an efficient systemic change in the office for the future.

Avoid Backlogs: The Assessor's office has one dedicated deeds clerk that can have a yo-yo effect when there's a surge of documents or when working on complex deeds; building in extra capabilities would allow them to stay current while still keeping up with an influx of documents and complex deeds

Automate Workflows: Reviewing and updating excel spreadsheets are a thing of the past. Automating tasks and workflows for both deeds and appraisal staff would eliminate steps in the current process.

The Just Appraised Solution

Move from Data Entry to Data Review: Just Appraised's deeds platform reads deed information and updates your CAMA system using OCR and AI. Deeds team members check the system's work instead of hand keying information, increasing efficiency.

Provide Two Layers of Accuracy: Our system effectively creates a second layer of review even while saving time. When deeds team members check the system's output, they are essentially providing another round of inspection to increase accuracy.

Deliver Reporting and Workflow Management: Just Appraised allows offices to report on metrics by user, workflow action, city, zip code, etc. and to create specialized workflows for specific document types

Impacts for Island County

Stay Current: Just appraised will reduce the amount of time processing deeds so that surges of documents or leaves in the office wouldn't impact productivity. Williamson Central Appraisal District, Texas recorded a 20% increase in documents spending 33% less time to process deeds after implementing Just Appraised.

Increase Accuracy: Just Appraised multiplies accuracy, minimizing the time spent on tax roll corrections, built-in verification process, and ensuring peace of mind. Duval County, Florida found that their error rate dropped by a factor of 20 after they started using Just Appraised.

Eliminate Manual Processes: Just Appraised will automate multiple steps in the ownership transfer process; eliminate excel spreadsheets, save time, including reading long legal descriptions, and automate tasks for deeds & appraisal staff.

Costs

Pilot Term: $21,750 (Oct 1, 2023 through Dec 31, 2024) billed Apr 1, 2024 (equivalent to 6 free months at the normal subscription rate)

Subscription Fee: $29,000 per year with one annual payment billed at the start of each subscription year (initial subscription term: Jan 1, 2025 through Dec 31, 2025; renewing annually thereafter)

Implementation Fee:
$5,500 one-time fee, billed on the effective date of the order form

- Includes dedicated Launch Project Manager at no additional charge
- Includes dedicated Integrations Specialist at no additional charge

Proposal expires on Sept 30, 2023 if contract not signed on or before that date

What's Included

+ Proven technology; Just Appraised has over 170 customers in 27 states including three in Washington
+ Just Appraised proprietary workflow including document filtering, smart-routing of documents, parcel matching, data extraction of all relevant fields, sales validation, and integration into your CAMA system
+ Responsive service during all business hours
+ All software updates at no additional cost and without needing to download new versions
+ Digital document storage for all relevant recorded documents
+ Unparalleled reports, incredibly useful for sales ratio studies or analysis of any kind
+ Cutting-edge machine learning and AI technology

Notes

Not Included
+ Single Sign On
+ Address Validation
+ Sales tax and other indirect taxes (note that your organization may be exempt, check with your team to confirm)

IT Requirements

Please review the IT Requirements Summary, which was sent as an attachment to the same email as this proposal

ISLAND COUNTY HUMAN RESOURCES/GSA

WORK SESSION AGENDA

DATE: 9/6/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners

From: **Catherine Reid, Director**

Amount of time requested for agenda discussion. 15 minutes

Agenda Item No.: 1
Subject: **2024 Holidays**
Description: Resolution setting out 2024 holidays for Island County. Including July 5 as Commissioner-designated holiday.
Attachment: **Draft resolution declaring legal holidays for the year 2024**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ In process

Agenda Item No.: 2
Subject: **New Position**
Description: New position for Co-Responder/Case Manager for Human Services
Attachment: **Job Requisition 2023-091**
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☒Other: Approve New Position and Recruitment

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ In process

(continued on next page)

Agenda Item No.: 3
Subject: **New Position**
Description: New position for .5 FTE Accounting Coordinator for Human Services
Attachment: **Job Requisition 2023-090**
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☒Other: Approve New Position and Recruitment

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ In process

Agenda Item No.: 4
Subject: **Convening BOE after 28-day regular session**
Description: The Island County Board of Equalization requests approval to convene after the 28-day regular session. The requirements for convening are stratified because the appeals filed exceed the threshold under RCW 84.48.101
Attachment: **Permission to Proceed**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ In process

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF DECLARING LEGAL HOLIDAYS FOR THE YEAR 2024	)))	**RESOLUTION C- -23**

WHEREAS, for 2024 only and per Resolution C-101-20, the Board of Island County Commissioners designates an additional holiday on **July 5, 2024**. This holiday is being provided to the employees of Island County as recognition of the diligence demonstrated and incredible service that all employees have provided to the Island County community during 2023; and

WHEREAS, Washington State holidays are outlined in the Revised Code of Washington (RCW) Section 1.16.050; and

WHEREAS, it is the policy of Island County to observe state holidays, ***NOW, THEREFORE,***

BE IT HEREBY RESOLVED, by the Board of Island County Commissioners, that the following be observed as legal holidays for the year 2024:

January 1	**Monday**	**New Year's Day**
January 15	**Monday**	**Martin Luther King Jr. Day**
February 19	**Monday**	**Presidents' Day**
May 27	**Monday**	**Memorial Day**
June 19	**Wednesday**	**Juneteenth Day**
July 4	**Thursday**	**Independence Day**
July 5	**Friday**	**Commissioner-designated holiday**
September 2	**Monday**	**Labor Day**
November 11	**Monday**	**Veterans' Day**
November 28	**Thursday**	**Thanksgiving Day**
November 29	**Friday**	**Day after Thanksgiving**
	(also recognized as Native American Heritage Day)	
December 25	**Wednesday**	**Christmas Day**

ADOPTED this 12th day of September, 2023.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

_____
Janet St. Clair, Chair

_____
Jill Johnson, Member

ATTEST:

_____
Melanie Bacon, Member

_____
Jennifer Roll, Clerk of the Board

Requisition Information

Requisition Number
2023-091

Class Spec
Co-Responder Case Manager/ Program Coordinator III (1350340021 (HUMAN SERVICES))

Vacancies
1

Hiring Manager
Lynda Austin, Kathryn Clancy

Owner
Lynda Austin

GL Account
1131364440 JL # 007330303

Position Pay Grade
11

Comments
N/A

Authorization Comments
N/A

Division
N/A

Working Title
Co-Responder Case Manager

Desired Start Date
9/11/2023

HR Analyst
N/A

Department
Human Services

Union
1845

PCN
13503400

Job Type
Full Time Regular

List Type
Regular

EEO/Census Data Template
N/A

Position No
1350340021

Location
Coupeville Campus

Insight

My HR | Jobs | Applicants | Tests | Lists | Reports | Career pages | Library

Requisition Detail

Print | Copy | Cancel | Edit

Accounting Coordinator II (2023-090) In Progress

Requisition Information | Approvals | History

Requisition Information

Requisition Number
2023-090

Class Spec
Accounting Coordinator II - .5 FTE (1350221001 (HUMAN SERVICES))

Vacancies
1

Hiring Manager
Lynda Austin, Jaime Montoya

Owner
Lynda Austin

GL Account
1291364100

Position Pay Grade

Division
N/A

Working Title
Accounting Coordinator II

Desired Start Date
8/28/2023

HR Analyst
N/A

Department
Human Services

Union
1845

PCN
13502210

Job Type
PT--not benefits eligible

List Type
Regular

EEO/Census Data Template
N/A

Position No
1350221001

Location
Coupeville Campus

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS

Pursuant to RCW 84.48.010, the Island County Board of County Commissioners hereby approves the Island County Board of Equalization's request to convene for the purpose of hearing appeals filed for 2023. This approval is based in a finding that the requirements for convening under RCW 84.48.010 have been satisfied.

DATED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Janet St. Clair, Chair

_____
Jill Johnson, Member

_____
Melanie Bacon, Member

ATTEST:

_____
Jennifer Roll, Clerk of the Board

ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

DATE: 9/6/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Shawn Morris, Public Health Director

Amount of time requested for agenda discussion. 50 mins

DIVISION: Public Health
Agenda Item No.: 1
Subject: **Memorandum of Understanding between North Sound Accountable Community of Health and Island County Public Health for the development of mobile outreach services. Amount $193,600**
Description: Review and discuss Memorandum of Understanding with North Sound Accountable Community of Health and request to move item to the next available consent agenda. Please see coversheet for summary information. Presented by Shawn Morris, Public Health Director, Megan Works, Community Health Manager, Kathryn Clancy, Behavioral Health Program Manager, and Lynda Austin, Director of Human Services.
Attachment: **MOU, Executive Summary and PowerPoint Presentation**
Request:

☒Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete:☒
Budget Review Complete: ☒

(continued on next page)

DIVISION: Public Health – Natural Resources
Agenda Item No.: 2
Subject: **Assessment of Advisory Boards for Natural Resources Division and Best Practices**
Description: Provide information to facilitate a discussion on Natural Resource board diversity and engagement strategies. Presented by Jen Schmitz, Natural Resources Manager, and Shawn Morris, Public Health Director.
Attachments: **Advisory Boards Memo**
Request:

☐Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

DIVISION: Public Health – Natural Resources
Agenda Item No.: 3
Subject: **Conservation Futures Funds Maintenance and Operations Application Review**
Description: Review the three applications for funding through the M&O budget and discuss
Attachments: **Overview PowerPoint and 3 applications**
Request:

☒Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

(continued on next page)

DIVISION: Public Health – Environmental Health

Agenda Item No.: 4

Subject: **Solid Waste Management Local Solid Waste Financial Assistance Agreement with the WA Department of Ecology. Contract No. SWMLSWFA-2023-ISCoPH-00150; Amount: $194,448.00**

Description: Provide overview and invite discussion of the Solid Waste Management Local Solid Waste Financial Assistance Agreement with the WA Department of Ecology for solid waste enforcement and homeless encampment response. Presented by Heather Kortuem, Environmental Health Manager and Matt Farr, Environmental Health Specialist.

Attachments: Agreement and Executive Summary

Request:

☒Move to Consent ☐Move to Regular

☐None/Informational ☒Discussion

☐Signature Request ☐Other: _____

IT Review Complete:☐ Not Applicable

Budget Review Complete: ☐ In process

Memorandum of Understanding (MOU) with North Sound Accountable Community of Health - Executive Summary - *August 2nd BOCC Work Session*	
Summary	Island County Public Health & Human Services are proposing a mobile outreach vehicle that works to address critical gaps in health access by providing care navigation, referral services, limited health screenings, and behavioral health support to underserved populations. The mobile outreach vehicle design is based on planning with community organizations to improve care access, including community-based organizations that serve people experiencing homelessness. This project represents a partnership between Island County Public Health, Island County Human Services, Community Centers, the Opportunity Council, and SPiN Café – the primary daytime shelter for people experiencing homelessness in Island County. Preliminary planning has involved outreach to regional counties implementing similar mobile outreach projects, including San Juan and Skagit Counties. We have connected with historically under-represented groups through listening sessions, as well as outreach to community-based providers across social services, school districts, healthcare, childcare, and other service sectors. The goal is to improve health-related outcomes for sexually transmitted infections (STIs), behavioral health, and access to care, advancing health equity, health literacy, and wellbeing.
Policy Context	This project aligns with goals in the Community Health Improvement Plan (CHIP) related to access to care challenges and behavioral health needs, while aligning with the population-scale approach that are part of foundational public health services. Mobile delivery is an evidence-based model to successfully improve access to care and essential services in rural communities, where geographic and socioeconomic barriers limit service access. Island County is designated as a Health Shortage Area/Medically Underserved Area (MUA), and mobile services allow us to engage hard-to-reach residents at convenient community locations, adapting to the unique needs of different communities.
Fiscal Impact	North Sound ACH will reimburse based on completion of deliverables outlined in Exhibit B, Scope of Work. Initial payment of $70,000 will be released upon execution of the contract. The balance will be released upon invoice of the costs required to build out the mobile clinic van, or any additional costs. Total payments to the contractor may not exceed $193,600 for work performed and expenses through this contract period, which accounts for the Public Health indirect rate. Ongoing costs include a yearly "Category E" vehicle rate of $4,332, which can be covered by foundational public health services (FPHS). Staff time will be funded by ongoing programmatic funding streams from PH and Human Services.
Recommendations	Accept contract and funding changes based on factors outlined in this Executive Summary and contract review.

Mobile Services



Review of Project Proposal for Public Health & Human Services Mobile Service Delivery

Project Overview

Collaborative project design

ICPH worked with community partners to identify needs and project approach, focusing on:

- Extending reach of existing services
- Creating a safe and healthy environment for service delivery
- Integrative service delivery – community-based prevention: nutrition, lifestyle support, behavioral health, care coordination
- Reaching historically underserved populations – services available in English and Spanish languages

Project Overview

Collaborative project design

Island Senior Resources

SPIN Cafe



opportunity council

Funding Overview

Project Sustainability

North Sound Accountable Community of Health (NSACH) providing $193,000 to purchase Ford Transit and support buildout of a comprehensive mobile unit.

- Approximately ~$4,300 annual motor pool cost for Public Health – FPHS Lifecourse funding will support these costs.
- No additional cost for staff time – focus on existing services offered by Public Health and Human Services

Why Mobile Services?

Data review from 2022 survey of healthcare providers, social service providers, childcare, and community-based organizations in Island County – 83 responses to this survey

- Primary areas of concern for specific conditions: Mental health (70%), food insecurity (35%), parenting support (29%), heart disease and diabetes (40%)
- Which community-based interventions would be helpful?
  - ❖ Community-based lifestyle and nutrition education (65%)
  - ❖ Community-based outreach worker for care linkages and prevention resources (47%)
  - ❖ Community based mental health (68%)
- Delivery format for prevention resources:
  - ❖ In-person education (60%)
  - ❖ Sharing print materials (64%)
- ICOM data identifies need for outreach supporting people with chronic disease – heart disease in particular

CHIP 2020

Project alignment with goals identified in CHIP 2020

Access to Care, Goal 2:

- Develop a health outreach model based on community outreach workers, increasing care access and availability of services to individuals in the community
- Reduce barriers to accessing clinical and community preventive services, especially among populations at greatest risk.
- Enhance coordination and integration of clinical, behavioral, and complementary health strategies.

Depression and Suicide, Goal 1:

- Ensure that access to resources that address depression and suicide are explored through the access to care navigation system.

Health Improvement Approach

Community-based disease prevention

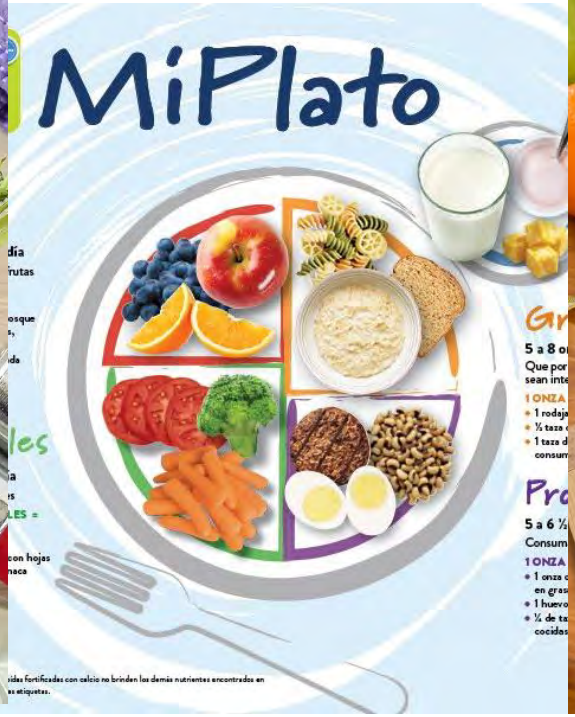
An evidence-based way to prevent chronic diseases and improve health outcomes. Goals include diabetes and heart disease prevention, increasing access to community-based behavioral health, and improving rates of preventive screenings (ex. colorectal cancer screening).

Learn more from NIH here.

Disease prevention materials from:

- Andrew Weil Center at University of Arizona
- MyPlate
- National Diabetes Prevention Program
- Old Ways Food and Nutrition Nonprofit
- American Academy of Pediatrics – Injury Prevention Program
- US Preventive Service Task Force Screening Tool











Focus on prevention

Culturally responsive community-based prevention and referrals for chronic diseases and mental health - available in English and Spanish

Why mobile services?

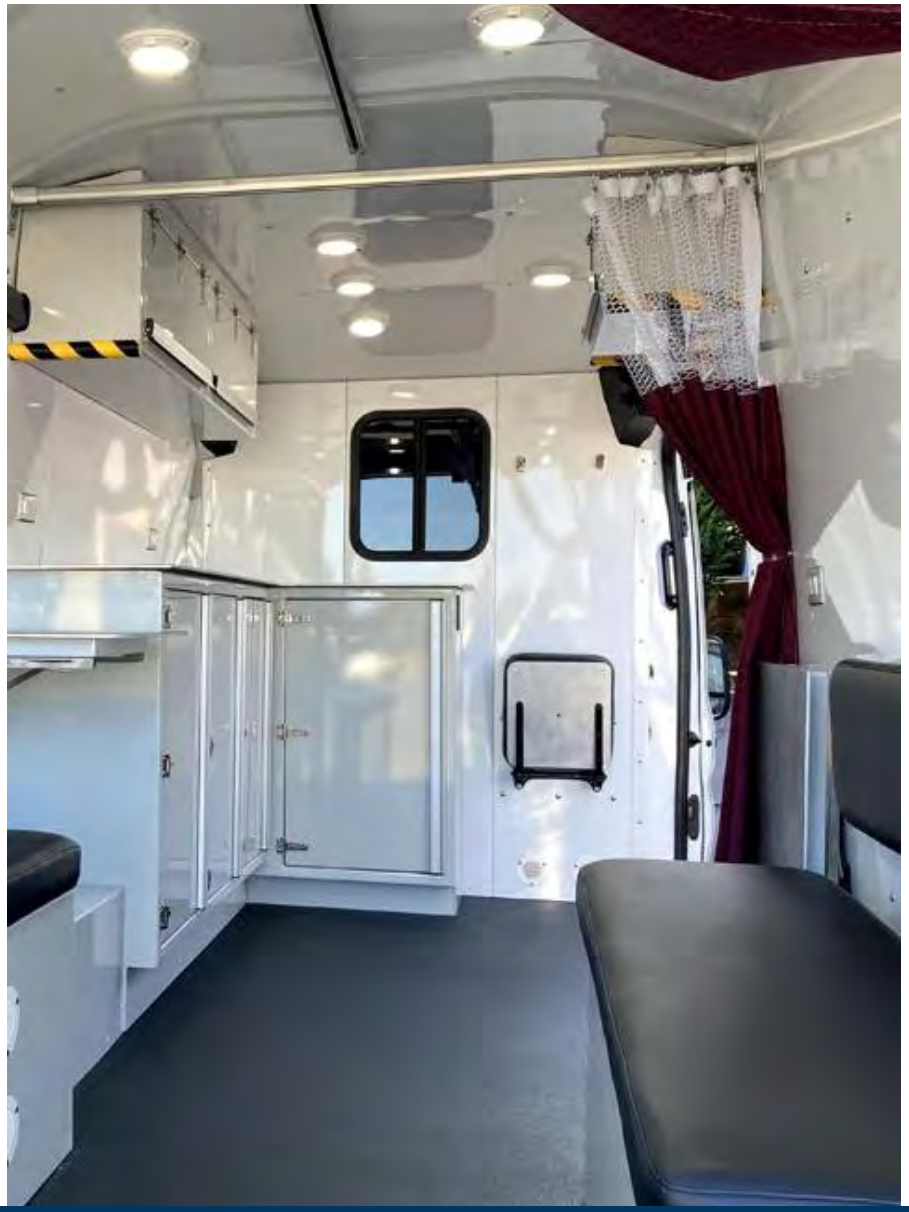
Cons of mobile service delivery

Mobile services have potential challenges:

- Need for staff coordination
- Lone worker safety concerns – address through shared visits, applying field worker safety procedures
- Infectious disease safety – apply medical protocols developed with Health Officer for infection control, screen for respiratory infection, use proper PPE in all encounters
- Perception of direct services – our focus is on supportive health education, prevention, referrals, community mental health program NOT primary care







Why mobile services?

Benefits of mobile service delivery

Provide services at convenient community locations: community centers, food banks, homeless shelters, community fairs and events. Benefits include:

- Overcome transportation and geographical barriers
- Flexibility to adapt to community needs
- Reduced stigma by providing services in familiar locations
- Staff safety: HIPAA compliant, dedicated space, easy to disinfect and store supplies, shared visits
- Integrate services across Public Health and Human Services

Metrics to Track Success

Understanding and adapting our approach

Data tracking based on Logic Model:

- Reach of services, compared to past data
  - Historically underserved community members: low-income populations, people experiencing homelessness and food insecurity, people with language barriers, immigrant communities – review quarterly and maintain data
- Feedback from community members receiving services – short survey discussing benefit, qualitative data
- Long-term metrics: rates of well child and adult annual exams, rates of access to care, rates of chronic disease, rates of access to mental health, ED Hospital visits (goal to decrease ED visits by providing linkages and outreach) – review annually and track trends

Memorandum of Understanding

Between

North Sound Accountable Community of Health

and

Island County Public Health

This Agreement is entered into this **1st day of June, 2023,** by and between **North Sound Accountable Community of Health** (North Sound ACH), a Washington nonprofit corporation having its principal place of business at 2219 Rimland Drive, Suite 361, Bellingham WA 98226 and **Island County Public Health** ("Contractor") whose place of business is at 1 6th Street NE, Coupeville, WA 98239.

1. BACKGROUND

North Sound ACH brings people and organizations together to create a just and inclusive culture--and the necessary conditions for all community members to thrive. Founded in 2015 by regional leaders from five counties and eight tribal nations, North Sound ACH acts as connectors, conveners, and capacity builders that cross jurisdictional boundaries and look upstream to tackle issues that impact health.

We center local knowledge, lived experiences, and practices rooted in equity, belonging, and Indigenous wisdom. We believe people in the region are more connected than they are separate. We also believe legacies of racism, discrimination, and inequitable distribution of resources cannot be reversed by continuing to use traditional public health frameworks in traditional ways.

This agreement outlines the process and scope of work that the Contractor and North Sound ACH have established with Contractor. Contractor and North Sound ACH and Contractor share common goals, specifically to:

- Build understanding and community awareness by educating and supporting partner agencies to better know and understand the history of tribal government;
- Facilitate collaboration between governmental and non-governmental organizations;
- Facilitate programming and collaboration with subject area experts practicing indigenous approaches to wellness;
- Support local and statewide initiatives using a strengths-based approach to targeted universalism in order to reach marginalized communities and individuals;
- Increase access and equity of tribal communities and individuals in relation to preventive wellness and connecting to systems of healthcare;
- Educate community partners about tribal governance, leadership, and traditional approaches using a strengths-based approach to targeted universalism;

2. SERVICES

The Contractor agrees to be part of the North Sound ACH Collaborative Action Network (see Exhibit A) and provide services for North Sound ACH as outlined in attached Exhibit B (Scope of Work) of this agreement. The Contractor, as an independent contractor, recognizes that they are not an employee of North Sound ACH, partner, or joint venture or otherwise related to North Sound ACH for any purpose and, as such, is not entitled to any compensation, wages, bonuses, or benefits other than the fees and reimbursement of expenses outlined in this Agreement.

The Contractor shall not assign this Agreement or delegate its duties hereunder and shall not subcontract any of the consulting services to be performed hereunder without the prior written consent of North Sound ACH.

3. FEES & EXPENSES

Fees: North Sound ACH will reimburse Contractor based on completion of deliverables outlined in Exhibit B, Scope of Work. Initial payment of $70,000 will be released upon execution of the contract. The balance will be released upon invoice and brief summary of the costs required to build out the mobile clinic van, or any additional costs. Total payments to the contractor may not exceed $193,600 for work performed and expenses through this contract period.

Insurance: Contractor will, at its own expense, have in effect insurance coverage of such amounts and types usually maintained by independent contractors which may include but not limited to liability insurance, workers compensation, and errors and omissions coverage.

Duty to Report Income: The Contractor acknowledges and agrees that it is an independent contractor and not an employee of the ACH and that it is Contractor's sole obligation to report as income all compensation received pursuant to this Agreement. The Contractor further agrees that the ACH is not obligated to pay withholding taxes, social security, unemployment taxes, disability insurance premiums, or similar items, in connection with any payments made to the Contractor pursuant to the terms of this Agreement.

4. ROLES & RESPONSIBILITIES

Contractors will have the following roles and responsibilities, in accordance with and subject to this Agreement, and applicable law:

- Collaborating with the ACH and other partnering providers in good faith to advance equitable well-being in the North Sound region;
- Complying with North Sound ACH reporting requirements, including but not limited to timely and accurate reporting in accordance with performance measures, project milestones, and timelines specified in the Scope of Work; and
- Providing such other information as reasonably requested by Contractor.

5. RECORD RETENTION AND AUDITING

Retention of Records: Each party shall retain all records ("Records") relating to its activities under this agreement for a period of not less than six years, or as otherwise required by applicable law and regulations.

Sufficiency of Records: The Records shall be sufficient to support confirmation that all data submitted to the ACH is accurate and complete.

Audit: All Records relating to this agreement are subject at all reasonable times to inspection, review, or audit by the ACH and other state and federal officials so authorized by law, rule, regulation, or agreement.

6. DATA SHARING AND PRIVACY

Sharing Confidential Information: The parties acknowledge that they may need to share Confidential Information. "Confidential Information" means information of a Party, regardless of the form or media in which it is disclosed, which is identified in writing or other manner as confidential, restricted, or proprietary.

Obligations of Confidentiality and Restrictions on Use: A Party receiving Confidential Information from the other Party (the "Receiving Party") shall not: (a) use the Confidential Information of the Party making the disclosure (the "Disclosing Party"), except as necessary to perform its obligations or to carry out the Project Plan or MTP Requirements; or (b) disclose or otherwise allow access to the Confidential Information of the Disclosing Party to a third party, except as permitted. The Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same level of

Care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of Care.

Disclosure of Confidential Information to Representatives: The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's officers, directors, employees, professional advisors, and other agents and representatives to the extent such disclosure is necessary for the performance of their obligations under this Agreement; provided, however, that the Receiving Party shall cause such Confidential Information to be held in confidence by any such recipient.

Compelled Disclosure: If a Receiving Party is requested by a court or state or federal regulatory body to disclose Confidential Information in any legal or administrative proceeding or determines that a disclosure is affirmatively required by applicable laws, the Receiving Party shall promptly notify the Disclosing Party of such request or determination so that the Disclosing Party may take, at its expense, such steps as are necessary to protect the Confidential Information. If the Receiving Party is thereafter required to disclose the Confidential Information to the court or regulatory body compelling such disclosure or to which such disclosure is required to be made, only the part of such Confidential Information as is required by applicable laws shall be disclosed.

Exceptions: The obligations of confidentiality and restrictions on use as set forth in this Agreement shall not apply to any Confidential Information that: (a) is in the public domain or is otherwise publicly known, without any breach hereof; (b) was previously known prior to disclosure by the Disclosing Party hereunder to the Receiving Party free of any obligation to keep it confidential; (c) was rightfully received by the Receiving Party from a third party whose disclosure would not violate a confidentiality obligation owed by such third party to the Disclosing Party and which disclosure was not in breach of the Agreement; (d) was subsequently and independently developed by the Receiving Party without reference to such Confidential Information disclosed under the Agreement; or (e) was expressly approved for release by written authorization of the Disclosing Party.

Obligations Upon Termination: Upon expiration or termination of this Agreement for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of the other Party and shall retain no copies thereof, except as required by law or to verify or document performance under this Agreement for audit purposes and to enforce its rights and defend itself from any claims or causes of action related to this Agreement or the other Party. Each Party shall extend the protections of this Agreement to any Confidential Information retained pursuant to this section and limit further uses and disclosures to those purposes permitted by this section.

7. WORK PRODUCT & BUSINESS INFORMATION

Work Product: It is the intention of the parties that all rights, including without limitation copyright, in any written materials, software products, reports, memoranda, or notes prepared by the Contractor pursuant to the terms of this Agreement (hereinafter the "Work") vests with the ACH. The parties expressly acknowledge that the Work was specially ordered or commissioned by the ACH, and further agree that it shall be considered a "Work Made for Hire" within the meaning of the copyright laws of the United States and that the ACH is entitled, as author, to the copyright and all other rights, throughout the world, including, but not limited to, the right to make such changes and such uses, as it may determine in its sole and absolute discretion.

Business Information

a) For purposes of this Agreement, "proprietary information" shall mean any information relating to the business of the ACH that has not previously been publicly released by duly authorized representatives of the ACH and shall include (but shall not be limited to) information encompassed in all proposals, project plans, financial information, costs, pricing information, computer programs (including source code, object code, algorithms, and models), client information, client lists, and all methods, concepts, know-how, or ideas in or reasonably related

to the business of Company as well as confidential information belonging to the ACH's customers or clients.

b) Contractor agrees to regard and preserve as confidential all proprietary information, whether Contractor has such information in memory or in writing or other physical form. Contractor shall not, without written authority from the ACH to do so, directly or indirectly, use for the benefit or purposes, nor disclose to others, either during the term of its engagement hereunder or thereafter, except as required by the conditions of Contractor's engagement hereunder, any proprietary information.

c) Contractor shall not disclose any reports, recommendations, conclusions, or other results of the Work or the existence or the subject matter of this contract without the prior written consent of the ACH. In Contractor's performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have, respecting the information or other property of any other person, firm, or corporation.

8. INJUNCTIVE RELIEF

Contractor acknowledges that the injury to the ACH resulting from any violation by it of any of the covenants contained in this Agreement will be of such a character that it cannot be adequately compensated by money damages, and, accordingly, the ACH may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation; and no bond or other security shall be required in connection with such injunction.

9. TERM

This Agreement shall be effective beginning June 1, 2023 and shall continue until August 31, 2024; provided, however, that either the ACH or Contractor may terminate this Agreement in whole or in part at any time upon 30 days' written notice to the other party. In the event of termination or upon expiration of this Agreement, Contractor shall return to the ACH any and all equipment, documents, or materials, and all copies made thereof, which Contractor received for the purposes of this Agreement.

10. INDEMNIFICATION

The Contractor shall indemnify and save the ACH harmless from and against all claims arising in favor of any person, firm, or corporation on account of personal injury or property damage in any way resulting from the improper or illegal acts of Contractor, its employees, or agents. The foregoing indemnity shall include all costs incurred by the ACH, including reasonable attorney fees.

11. NOTICES

All notices and billings shall be in writing and sent via first class mail to the ACH and Contractor at their respective addresses set forth at the beginning of this Agreement, or to such other address as either party shall notify the other party by notice given hereunder.

12. GENERAL

This Agreement shall be governed by the laws of the State of Washington.

This Agreement constitutes the entire understanding between Contractor and the ACH respecting the consulting services described.

The failure of either party to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

13. SIGNATURES: Insert additional signature pages after this page, as required by contractor.

Island County Board of Commissioners Chair Signature

Date Signed

Printed Name

Island County Board of Health Chair Signature

Date Signed

Printed Name

North Sound ACH Signature

Printed Name

Date Signed

Exhibit A – Commitments of Collaborative Action Network

Together we endeavor to dismantle and heal inherited legacies of exclusion and trauma, expand the vital conditions that all people need to thrive, and create new legacies for well-being and justice. We adopt a shared action and learning framework, and common metrics to maximize our impact.

- We honor tribal sovereignty and learn from tribal leaders' experience in holistic, intergenerational approaches to well-being, healing and stewardship.
- The work is place-based and centered around community and lived experience.
- We use targeted universalism as a framework, and reject zero sum approaches to advancing equitable well-being and addressing systemic racism.
- Belonging is both a vital condition and a practice. We endeavor to assure everyone can see themselves in the ongoing process of co-creating equitable well-being.

As part of the Collaborative Action Network **Island County Public Health** agrees that:

- All community members deserve to experience mental, social, physical, financial and spiritual well-being.
- Inherited legacies of systemic racism have perpetuated trauma and exclusion, particularly among indigenous populations and communities of color.
- Together we can create new legacies – and the conditions – that ensure a sense of belonging for all people who call this region home.
- We are accountable, to each other and to the well-being of future generations.

Island County Public Health commits to work with regional partners as we:

- Endeavor to dismantle and heal inherited legacies of exclusion and trauma; expand the vital conditions that all people need to thrive, and create new legacies for well-being and justice.
- Adopt a shared action and learning framework, and common metrics to maximize our collective impact.
- Use our influence to -
    - Actively champion the goals, values and priorities within our own spheres of influence.
    - Share leadership and shape priorities of regional partner convenings.
    - Support well-being measurement – helping to secure, promote and use measures.
    - Share learning and action opportunities with network and community members.
    - Share practices and policies in plain language, enhancing understanding among network and community members.

Exhibit B: Scope of Work
Summary:

Island County Human Services will launch a mobile outreach clinic that works to address critical gaps in health access by providing care navigation, referral services, limited clinical screenings, behavioral health, and personalized wellness support to underserved, rural residents in Island County. The mobile outreach vehicle design is based on planning with community organizations to improve care access, including community-based organizations that serve people experiencing homelessness and direct outreach to communities facing barriers accessing healthcare, healthy food, and other social determinants of health.

This project represents a partnership between Island County Public Health, Island County Human Services, WhidbeyHealth staff, the Opportunity Council, school nurses, and SPiN Café – the primary daytime shelter for people experiencing homelessness in Island County.

Preliminary planning has involved outreach to regional counties implementing similar mobile outreach projects, including San Juan and Skagit Counties. Island County Public Health has connected with historically under-represented groups through listening sessions, as well as outreach to community-based providers across social services, school districts, healthcare, childcare, and other service sectors, to identify mobile outreach services as a program priority. The goal is to engage in community-scale health promotion activities and provide care linkages for underserved rural residents, advancing health equity, health literacy, and wellbeing.

Primary strategies

The primary strategy is launching shared Human Services/Public Health mobile outreach services to address inequities in access to healthcare, behavioral health, and social services for underserved rural residents. Services will address critical gaps identified by community-based organizations and providers as part of extensive engagement efforts and planning. Outreach models allow for flexible and strategic delivery of resources to meet identified community needs, which include behavioral health, basic clinical screenings, expedited partner therapy (EPT)/sexual health care, wellness and nutrition support, and care navigation services.

Island County Human Services and its partners will deliver evidence-based nationally recognized approaches as part of mobile service delivery. Behavioral health services will include Human Services outreach as well as providing integrative wellness resources delivered by community outreach workers. Wellness resources will be based on the integrative wellness materials developed by the University of Arizona Andrew Weil Center for Integrative Medicine.

For sexual health services, we will provide expedited partner therapy (EPT), which is an evidence-based, state and nationally recognized approach to improving access to treatment for sexually transmitted infections (STIs). Island County has recently implemented an EPT program for chlamydia and gonorrhea. Extending services through mobile delivery at strategic community locations will improve access. As a local health jurisdiction, Island County has access to free medications for STIs from WA Dept of Health and must be the delivering provider to adhere to state and federal regulations. Its program allows for limited original patient (OP) services as well as partner therapy. Contractor will also provide referrals for follow-up care.

Basic screenings will include blood pressure checks, along with review of medications, treatment plans, and discussion of health screenings. Contractor will also develop capacity to provide FIT

testing kits for colorectal cancer prevention. Basic screenings will be performed by Island County clinical staff with support from outreach workers, who will support with care linkages and coordinating referrals, along with translation services for Spanish-speaking residents.

Care coordination, screenings, and referral services are based on the WA Dept. of Health Maternal Child Health Care Coordination Toolkit and evidence-based practices for rural Community Health Workers (CHWs) outlined on the Rural Health Information Hub. Bilingual outreach workers will support clients with case management and care navigation services, identifying available services and assisting with next steps. Island County is working with community organizations to implement the Help Me Grow framework, and once this is developed in early-mid 2023, the mobile model will serve as an additional community access point to Within Reach. Island County outreach workers will support care navigation via Help Me Grow as part of this ongoing work.

Mobile delivery is an evidence-based model to successfully improve access to care and essential services in rural communities, where geographic and socioeconomic barriers limit service access. Island County is designated as a Health Shortage Area/Medically Underserved Area (MUA), and mobile services allow us to engage hard-to-reach residents at convenient community locations, adapting to the unique needs of different communities. Mobile services allow us to pivot to different services and target populations by visiting strategic locations, including shelters serving people experiencing homelessness, people with substance use disorder, community centers, rural health centers, and food banks, to make care access more convenient.

Planned Activities

1. Purchase vehicle to outfit:
- Vehicle: Ford Transit 350, Cargo Van, High Roof, Extended Length, 9500 GVWR (or similar), single slider side door (curbside), 3.5L V6 gas engine, 148" wheelbase, ordered with HD dual batteries (70A/hours and AGM) **Ordered with Ford option 57G** (driver controlled rear auxiliary A/C & heater that allows to heat/cool both rooms). Van equipped with swing rear doors, single curbside slider door, 9500 GVWR, single rear wheels, and rearview camera. ~ 60,000, will obtain complete quote if proposal is approved.
- Outfit: Approximate cost ~100,000 based on work completed for San Juan County. Will obtain complete quote if proposal is approved.

2. Develop calendar and schedule on Teams for scheduling van for outreach activities.
3. Adapt existing program procedures, including clinical screening services and EPT, to address mobile care delivery, with review by Health Director and Health Officer.
4. Continue community asset mapping and alignment with Help Me Grow/Within Reach and train outreach workers as care navigators for access to services, developing and implementing care navigation toolkit from WA Dept. of Health.
5. Train outreach workers as enrollment specialists for WA Medicaid to help uninsured, Medicaid eligible residents enroll in coverage.
6. Continue developing STI testing program in partnership with Washington State Department of Health, with planned services in January – March of 2023.
7. Continue convening with Latinx/Hispanic community group, LGBTQIA community group, and CBOs to plan services, following up from provider survey outlining community needs and project-planning meetings.
8. Plan rotating schedule for service delivery at strategic community locations and coordinate shared calendar between Public Health and Human Services.

9. Human Services Epidemiologist will develop evaluation metrics utilizing logic model.

Costs for project management, technology, professional liability insurance, professional licensure costs, communications, workforce development, ongoing staffing, and convening community partners will be supported by local, state, and federal funding received by Island County Public Health and Human Services.

The community art component of the project will be funded through application to community-based grants from Whidbey Community Foundation and Goosefoot Community Fund.

Community partners are donating in-kind support by designating areas of their facilities for mobile care delivery, which includes extending necessary liability coverage to allow for mobile care. They will also provide staffing to assist with scheduling, coordination, evaluation, and convening.

North Sound ACH funds are specifically for project-focused dollars to build out the outreach vehicle to begin service delivery. This may include the need for a storage shed, and possibly an additional vehicle.

Payment and Invoicing:

Payments to support this project are not to exceed $193,600, which are inclusive of a 23% administrative fee, a standard rate set by Island County Public Health.

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

TO: Board of Commissioners

FROM: Shawn Morris, Public Health Director and Jennifer Schmitz, Natural Resources Manager

RE: Natural Resources Advisory Boards

Background

Island County Natural Resource boards have mixed levels of diversity, with some boards having greater representation from historically marginalized community members. For instance, our Salmon Recovery Technical & Citizens Committee has representation from local Tribes, including the Swinomish, Tulalip, and Stillaguamish. Other boards are primarily Caucasian or representing primarily middle- and upper-income populations, such as our Community Advisory Board (CAB) for the Conservation Futures Fund, and the Noxious Weed Control Board. Lack of racial, ethnic, gender and social diversity leads to less community advocacy and equity-driven approaches. We also lose opportunities to co-create messaging, co-design approaches, and adopt other collaborative methods when there is a lack of diversity, impacting the effectiveness and sustainability of our public health programs and services.

Strategies to pursue more diversity

Reevaluate potential barriers to participation, such as time commitments, location/travel, and compensation to ensure that we are eliminating or minimizing the impact of barriers. Continue engaging and expand on active recruitment, relationship-building, and outreach efforts to identify, become familiar, and communicate with, specific community groups and leaders who represent the sectors that are currently underrepresented. Changing time of meetings to evenings and weekends may have mixed results, due to members participating as part of their work. Changing to evening may remove incentives for some to participate, while making it more inclusive for others. Continuing to promote family

friendly policies can help encourage working parents to participate, and increasing support through transportation reimbursement, family friendly policies, virtual attendance and providing refreshments for in-person attendance.

Division of Natural Resources Advisory Boards							
Board	Division	Day	Time	Appointment Process	Members	Role	Legal appointment requirement?
Local Integrating Organization (LIO)	Health – Natural Resources Division	1st or 3rd Wednesday	1:00pm		Exec – 12 Tech - 25	Advise watershed focused programs	Yes
Salmon Resources Technical & Citizen's Committee (SRTCC)	Health – Natural Resources Division	3rd Wednesday	2:00pm		19	Support salmon recovery efforts	Yes
Water Resources Advisory Committee (WRAC)	Health – Natural Resources Division	Not currently meeting			12	Supports water resources management	Yes
Noxious Weed Control Board	Health – Natural Resources Division	Quarterly – Hybrid in WSU Extension Meeting Room	10:00am		6	Guides regulatory compliance with RCW for noxious weed control.	Yes
Conservation Futures Citizen's Advisory Board	Health – Natural Resources Division	As needed			9	Guide CFF investments	Yes
Marine Resources Committee	Health – Natural Resources Division	1st Tuesday monthly	3:00pm		13	Guide nearshore conservation planning	Yes

Conservation Futures Fund 2023 Maintenance and Operations Applications

Jen Schmitz, Natural Resources Manager

Conservation Futures Fund

Purpose

The CFF program is incorporated into Island County code to preserve, protect, maintain, improve, restore, and limit the future use of lands of public conservation importance through a variety of means, except eminent domain.

These lands include shorelines, wildlife habitat, wetlands, farm, agricultural and forest lands that are under pressure from increasing urban development.

2023 M&O Application Overview

- Total Funding Available for Acquisition Projects: $780,000 total; 25% set aside for Maintenance and Operations applications = **$195,000**

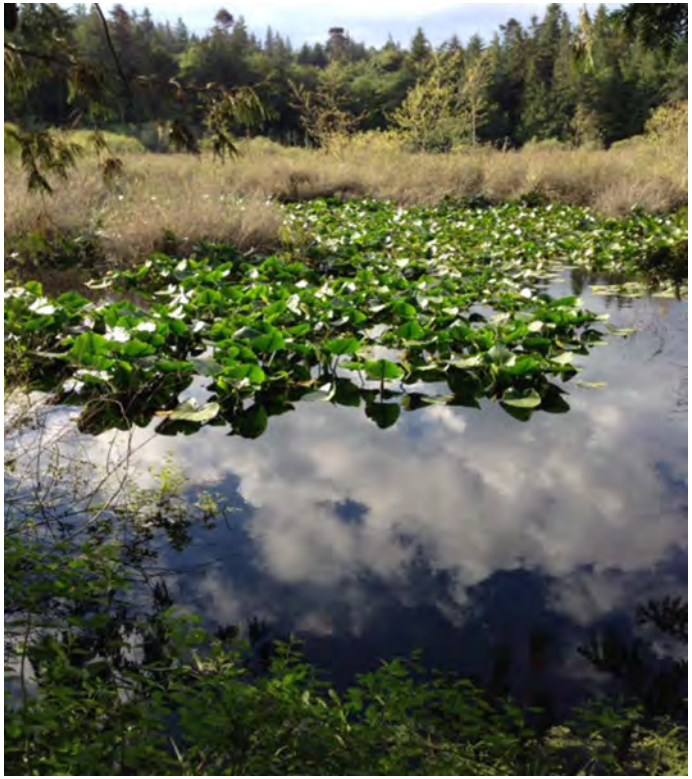
- **Three** Applications for Consideration

- Estimated Total Funding Requested: $**186,398**
  - Island County Parks Department = $100,000
  - Island County Noxious Weed Control Board = $52,216
  - Island County Noxious Weed Control Board = $34,182

Island County Parks Department

Maintenance and Operations Across Whidbey and Camano Islands

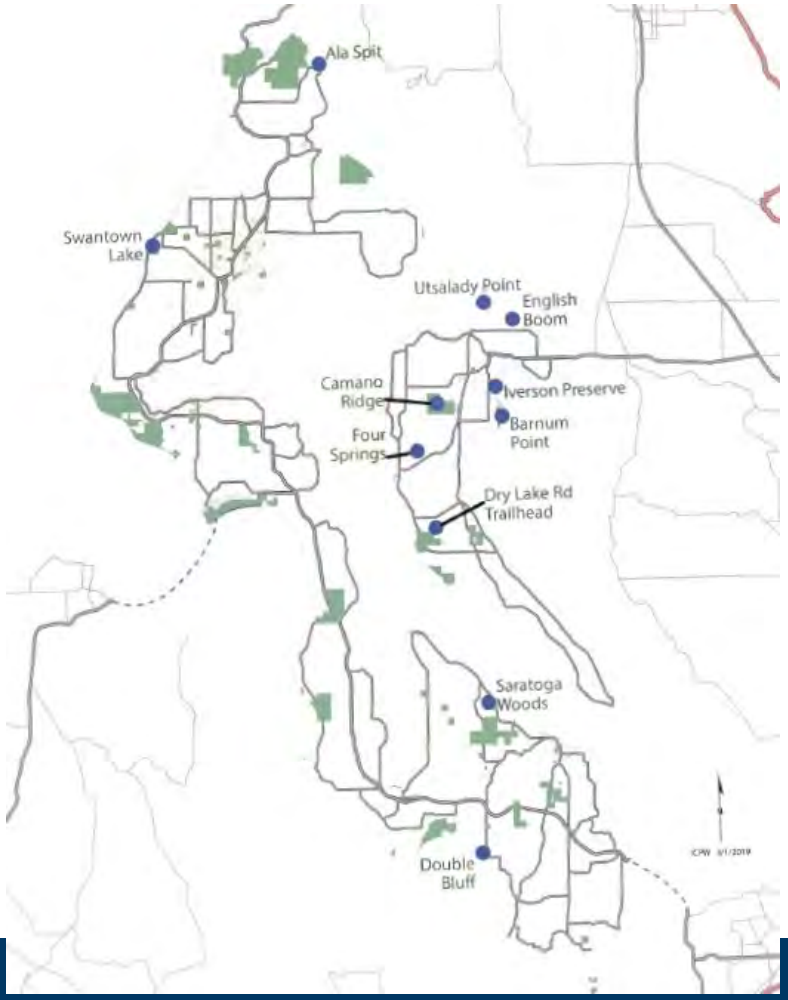
- Ala Spit, Swantown Lake, Saratoga Woods, Double Bluff, Alito, Utsalady, English Boom, Iverson Preserve, Barnum Point, Camano Ridge, Four Springs Lake Preserve, Dry Lake Trailhead.
- Total Application Area: ~ 988 acres
- Amount requested = $100,000: $75,000 operations; $25,000 goods and services



Island County Parks Department

Maintenance and Operations Across Whidbey and Camano Islands

Would support bathrooms, portable toilets, parking lots, water and power systems, fencing, signage, kiosks, picnic shelters, playgrounds, lawns, trees, mowing, trimming, pruning, pest control, fertilization, horticulture, equipment maintenance, gas/oil, and renovations and upgrades to existing park structures.



Island County NWCB

Maintenance and Operations for Trails and Recreation Areas

- Barnum Point and Iverson Spit Preserve
- Total Application Area: ~ 110 acres
- Amount requested ($52,216) would cover two years of noxious weed control and eradication work across these two sites
- Would include financial time and support for ongoing seasonal laborer staff (Madison Evans)



Island County NWCB

Maintenance and Operations for Trails and Recreation Areas

- Kettles Trails, Saratoga Woods, and Ala Spit
- Total Application Area: ~ 309 acres
- Amount requested ($34,182) would cover two years of noxious weed control and eradication work across these three sites
- Would include financial time and support for ongoing seasonal laborer staff (Madison Evans)



Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Barnum point and Iverson spit preserve Noxious Weed Management
Application Year: 2023

Applicant's Name: Island County Noxious Weed Control Board

Applicant's Address: P.O. Box 5000, Coupeville, WA 98239

Contact Person: Seth Luginbill

Phone: 360-678-7992 (office); 360-969-3988 (cell)

E-mail: s.luginbill@islandcountywa.gov

Property Owner Name: Island County Parks

Property Owner Phone: 360-679-7335

Address of Property: Barnum point is located at Long Beach, Camano Island, south of Iverson Spit and east of Triangle cove; Iverson Spit preserve is located at Long Beach, Camano Island, south of Livingston Bay and North of Barnum Point.

Tax Parcel Number(s): Barnum Point: R33105-065-0680, R33107-491-5130, R33107-466-5220, R33105-086-1670, R33105-077-1080, R33105-165-0750, R33105-220-0700, and R33107-443-5240; Iverson Preserve: R33105-426-3680, R33232-048-3440, R33232-027-4600, and R33232-221-3170

Acres or Square Feet of Property: Total 363 acres: Barnum Point (166 acres); Iverson Preserve (197 acres)

Percentage of Property Affected by Project: Approx. 110 acres (Barnum 40, Iverson 95)

Summary of Proposed Project Costs and Budget: The amount requested is **$52,216** for two years of noxious weed control work. The amount requested would cover a noxious weed survey and control work in 2021 ($21,869) and additional control work in 2022 ($30,347).

Included with Application:

Attachment A – Maps of each CFF property

Attachment B – Estimated Project Budget

Attachment C – Budget Detail

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Barnum point and Iverson spit preserve Noxious Weed Management
Application Year: 2023

Project Description:

This proposal incorporates two separate CFF acquisition properties all dealing with noxious/invasive weed infestations. As a result of the unpredictable nature of noxious weed infestations it was deemed prudent by the noxious weed control board to encompass both properties into one proposal so as to easily divert resources to areas most in need depending on response to treatments in previous years as well as in the first year of this proposal if awarded. The properties included in this proposal are as follows: Barnum Point County Park and Iverson Spit preserve:

Barnum Point:

In 2020, IC parks was awarded CFF M&O funds to conduct a removal project to begin removal of the 900 mature English holly trees situated around the old farm footprint. While this work has gone a long way to minimize future infestations into the forested acreage surrounding the old farm there is already an established large population in the adjacent 5.5-forested acres. In the same manner that the removal of the larger trees and revegetation with natives will help the overall health of the surrounding ecosystems the removal of the smaller plants in this forest area will also serve to ensure that future re-establishment of English holly will not derail work already put into this site.

Similarly, there has been some work to deal with the encroachment of regulated and unregulated noxious weed species at numerous points throughout the park. Known species present include poison hemlock, Scotch broom, spurge laurel, Japanese knotweed, bull thistle, Canada thistle, and common tansy. In allocating designated funding towards eradicating and control these species parks staff can devote resources to other infrastructure and maintenance tasks. The main objectives of this portion of the project would be to continue the control/eradication of English Holly and other noxious weeds found throughout the park.

Iverson Preserve:

Iverson Preserve was purchased with Conservation Futures Funding in 1999. The Iverson Preserve Site Management Plan (Northwest Ecological Services, 2011) recognizes noxious weeds as one of the ecological challenges at Iverson Preserve. Although there have been several independent efforts to control the spread of noxious weeds in the preserve since its purchase, there was no long term noxious weed management plan to effectively guide the process. Controlling noxious weeds requires multiple years of effort using a combination of control methods. This is only possible when there is funding to provide for the necessary resources over the long term.

Noxious weed control in Iverson Preserve has primarily been funded through the awarding of two CFF M&O grants. The first in 2014 ($11,230) and a subsequent grant in 2016 ($37,886). The primary objective in these has been the implementation of the aforementioned “Iverson Preserve Noxious Weed Management Plan 2013-2020.” Within

this, a set of goals was established through a detailed implementation schedule to run through 2020. These major goals of the plan included:

- Eliminate over 95% of the Scotch Broom (the most prolific noxious weed at the site) in the Preserve.
- Reduce the levels of Canadian Thistle, Bull Thistle, and Poison Hemlock by at least 95% through treatment efforts.
- Eliminate common teasel, common fennel, herb-Robert, English Ivy, English Holly, and oxeye daisy completely in the Preserve.
- Control the spread of Himalayan blackberry, common St. Johnswort, wild carrot, and reed canary grass into any new areas and reduce existing infestations using mechanical, chemical, and cultural control methods.
- Re-vegetate areas cleared of noxious weed with native species as necessary.
- Conduct annual monitoring to assess infestations and success of previous control efforts.
- Conduct early detection and rapid response (EDRR) and eradicate any new infestations of noxious weeds discovered in the Preserve.

A. Ecological Integrity

Barnum Point: Controlling noxious/invasive weeds within the park's borders will help enhance habitat and continue to expedite the ecological recovery efforts for this park. While current infestations are localized failure to prevent there spread would lead to further decrease in biodiversity within the park and reduced access and safety for the public to utilize this resource moving forward.

Iverson Spit preserve: The Iverson Preserve Site Management Plan (Northwest Ecological Services, 2011) recognizes noxious weeds as one of the ecological threats at Iverson Preserve. Noxious weeds are known to displace native plants, reduce biodiversity, affect threatened and endangered species, alter ecological processes, decrease wildlife habitat, increase erosion and sedimentation and negatively impact salmon habitat. Iverson Preserve has been identified as one of 68 hot spots for birding by Washington Audubon and is found on the Great Washington State Birding Trail Map. Already, a significant portion of the Preserve has been taken over by non-native Scotch broom, reducing the diversity of foraging and nesting habitat for birds.

Other noxious weed species, such as Canada thistle, bull thistle, and poison hemlock have not been adequately controlled since the property was acquired. The accidental introduction of weed seed contaminated soil into the Preserve has resulted in the spread of poison hemlock into areas

of the Preserve where it was not present initially. This particular weed is a human health hazard as well as a threat to the managed agricultural area.

B. Hazard of Liability

Sites include a number of toxic species that can be harmful to people, pets, and stock animals who utilize the park. Two species: Poison hemlock (*Conium maculatum*) and spurge laurel (*Daphne laureola*) both have toxic compounds within plants that can lead to potentially significant health risks if ingested or in some cases when dermal contact occurs.

Washington's noxious weed law (RCW 17.10) requires landowners, including city, county and state land agencies, to control or eradicate certain noxious weeds that occur on their property. Since private citizens are equally responsible for controlling listed noxious weeds on their properties, the county could be liable and legally challenged for not obeying the same state laws. The noxious weed control work proposed for Barnum point and Iverson spit preserve will ensure compliance with noxious weed laws.

C. Special Status

The open, protected habitats within Iverson Preserve are becoming increasingly important to fish and wildlife populations as development expands on Camano Island and within the Stillaguamish Basin. The Iverson Preserve Site Management Plan (2011) presents the following table that summarizes species and habitats potentially present on or within the near vicinity of Iverson Preserve that are protected by the Island County Critical Areas Ordinance, listed by Washington State as a Species of Concern (i.e. Endangered, Threatened, Sensitive, or Candidate) or as Priority Habitats, and/or are listed under the federal Endangered Species Act.

Table 1: Fish and Wildlife Species and Habitats

Potentially On-Site	Island County Protection	State Protection	Federal Protection
Waterfowl concentrations		x	
Purple martin		x	
Marbled murrelet	x	x	X
Great blue heron	x	x	

Common loon	**x**	**x**	
Osprey	**x**		
Pileated woodpecker	**x**	**x**	
Trumpeter swan	**x**	**x**	
Salmonids	**x**	**x**	**X**
Eelgrass beds	**x**		
Potentially Off-Site, near vicinity			
Surf smelt	**x**	**x**	
Dungeness crab		**x**	
Harbor seal		**x**	**X**
Bald eagle	**x**	**x**	**X**
Gray whale	**x**	**x**	**X**

Iverson Preserve is also an important area to upland birds and has been selected by Audubon Washington as one of 68 sites to be included on the Great Washington State Birding Trail Map. Many resident bird species nests within the Preserve and the diversity of habitats attract many migratory species as well. Noxious weeds are a threat to the diversity of habitats and native plants that provide an abundance of nesting and foraging options to birds and other wildlife. As an example, in a large portion of the Preserve Scotch broom is now the dominant shrub and habitat diversity is reduced. If long term funding is granted, noxious weeds can be controlled in the upland area of Iverson and be a success story similar to the *Spartina* control that has occurred offshore.

D. Habitat values not previously covered

N/A

E. Public Access

All parks have excellent public access. Barnum Point County Park has an established parking area installed in 2019 and portable waste facilities for public use. Iverson preserve has an established

parking area with an additional parking area to handle increased public traffic during summer months.

Management Plan

Currently there is a site-specific management plan in place for Barnum Point County Park developed by the Whidbey Camano Land Trust and, to a lesser extent the Parks Element of the Comprehensive Plan that contains an overall outline for parks management, acceptance of new properties, and strategies for management. Specifically, Island County is moving toward a passive park infrastructure of which these properties qualify. There are several ideas outlined in the core of the specific management plan. One component being the removal of an invasive species and the restoration and reforestation being a major component of keeping the surrounding forest healthy and diverse.

A site-specific management plan was prepared for Iverson Preserve in 2011 by Northwest Ecological Services. The plan recognized noxious weeds as one of the ecological challenges at Iverson Preserve. In 2014 a noxious weed management plan for Iverson preserve was created. All the work outlined in this proposal is based out of this plan and work conducted from 2015-2020.

F. Supported by Community Plans

Barnum Point and Iverson Preserve are both owned and operated by Island County Parks. The Parks Plan which is in the Island County Comprehensive Plan supports noxious weed management. This project will reduce the time that the Island Parks Maintenance person has to spend controlling weeds at this site. In addition, The Camano Island Roads Department has historically mowed along some of the access roads and along the dike within Iverson Preserve to help control noxious weeds and other vegetation from encroaching on these public access areas. This project will reduce the need for the Public Works Department to provide services for this area.

Friends of Camano Island Parks (FOCIP) has been actively involved at both Barnum Point and Iverson Preserve since there inceptions in 2018 and 2000 respectively. Currently FOCIP has one dedicated site steward for each location who is a local resident and is on site regularly, focusing on trail maintenance. FOCIP also has irregularly scheduled work parties for trail maintenance and also weed control, especially mechanical control of Scotch broom. FOCIP supports long term funding for noxious weed control at Iverson Preserve and several FOCIP members have written letters of support for previous CFF grant applications for these funds.

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Barnum point and Iverson spit preserve Noxious Weed Management
Application Year: 2023

G. Existing Infrastructure

Both parks have established parking areas to allow hikers to all utilize the trails safely. Both parks have informational kiosk with pertinent maps and updates on park activities.

H. Develops infrastructure

N/A

I. Long Term Viability

Viability for these projects is very high. Friends of Camano Island Parks (FOCIP) has been actively involved at Barnum point preserve since its inception. FOCIP has irregularly scheduled work parties for trail maintenance and also weed control, especially mechanical control of Scotch broom. FOCIP supports long term funding for noxious weed control at Barnum point/Iverson Spit and several FOCIP members have written letters of support for previous CFF grant applications for these funds.

J. Other Resources

The current ICNWP Coordinator possesses a WSDA pesticide applicator's license (No. 93154) with aquatic and right-of-way endorsements. The ICNWP Coordinator is responsible for keeping the license current by earning the required number of recertification credits each year. The ICNWP Coordinator also has the necessary National Pollutant Discharge Elimination System (NPDES) permit to be able to use appropriate herbicides in aquatic areas. The ICNWP Coordinator is knowledgeable about plants, their life cycles, ecosystem function, and integrated pest management techniques.

Volunteers will play an integral role and assist in the following activities

- Scotch Broom removal on both sites and holly removal at Barnum point.
- Noxious weed control program has supply of hand tools, herbicide, and other weed removal equipment to conduct work and volunteers when involved.

K. Public Ownership

Both properties are Fee simple and owned by Island County Parks

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Barnum point and Iverson spit preserve Noxious Weed Management
Application Year: 2023

Attachment A

Map 1 – Barnum Point County Park



Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Barnum point and Iverson spit preserve Noxious Weed Management
Application Year: 2023

Map 2 – Iverson Spit Preserve



Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Barnum point and Iverson spit preserve Noxious Weed Management
Application Year: 2023

Attachment B

Island County Conservation Futures Fund					
Barnum Point/Iverson spit noxious weed control			Year 2023/2024		
Category	CFF		Other Funding Sources		Total Funding
Salaries and Benefits	3078				3078
Consultants/Sub-contracting					0
Good and Services					0
Travel & Per Diem					0
Other					0
Total Planning	3078				3078
Salaries and Benefits	28980				28980
Consultants/Sub-contracting	8400				8400
Good and Services					0
Travel & Per Diem					0
Other					0
Total Maintenance/	37380				37380
					0
Salaries and Benefits	8703				8703
Consultants/Sub-contracting					0
Good and Services					0
Travel & Per Diem					0
Other					0
Total Management & Admin	8703				8703
Technology Capital Items*					0
Technology Supplies*					0
Equipment*	3055				3055
Other					0
Total Equipment	3055				3055
Land Purchase	0				0
Other Acquistion Costs	0				0
Total Acquistion Value	0				0
Land Donation	0				0
Total Budget	52216		0		52216
ase provided attached detailed list of items and costs					

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Barnum point and Iverson spit preserve Noxious Weed Management
Application Year: 2023

Attachment C

Barnum point/Iverson spit preserve CFF NOXIOUS WEED MANAGEMENT													
Budget Attachment C													
Budget Item:						Work Year 2023		Work Year 2024					
Salary for IC Noxious Weed Program Coordinator													
(No. of Hrs.x$40.31/Hr.)			43.97	28.48									
Noxious weed control work*													
	Project Planning/reporting					$1,539		$1,539					
	Field Time					$8,794		$8,794					
	seasonal staff					$ 5,696		$ 5,696					
Restoration													
	Mulch							$180					
	Native plantings							$1,200					
Other Equipment & Materials**													
	Mowing services					$1,000		$1,000					
	14" Electric chainsaw					$365							
	Battery's and Charger												
	Nitrile Gloves					$30		$30					
	Herbicide					$600		$450					
	Surfactant					$200							
	Top soil							$6,400					
					ST=	$18,224		$25,289					
Public Health WC Adminstrative indirect rate (@20%)						$3,645		$5,058					
Total						**$21,869**		**$30,347**			**Total For 2 Years =**		**$52,216**
* It is anticipated that most of the noxious weed control work would be done by IC Noxious weed coordinator.													
When possible volunteer services would be incoporated													
** Equipment & Materials: Most of the equipment necessary for the control work will be supplied by the IC Noxious Weed Program													
Coordinator. Battery powered chainsaw will be used for larger holly plants. Other herbicides will be used for all other noxious weeds treated													

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Applicant's Name: Island County Noxious Weed Control Board

Applicant's Address: P.O. Box 5000, Coupeville, WA 98239

Contact Person: Seth Luginbill

Phone: 360-678-7992 (office); 360-969-3988 (cell)

E-mail: s.luginbill@islandcountywa.gov

Property Owner Name: Island County Parks

Property Owner Phone: 360-679-7335

Address of Property: Kettles trails are located between Hwy 20 and Fort Ebey state park and extending north till Libbey Rd; Saratoga woods is position and Ala spit is located on the Northeast side of Whidbey Island, Southeast of Hoypus Point.

Tax Parcel Number(s): Kettles trails: R13231-140-3320 R13231-199-2300, R13231-199-1690, R13231-199-1000, R13231-199-0350, R13231-402-1590, R13231-400-2200, R13230-223-1150, R13230-154-1170, R13230-094-1250, R13230-038-1360; Saratoga woods: R33029-189-2190, R33029-232-1610, R33029-165-1620, R33029-147-0620, R33029-181-0620, R33029-214-0610, R33029-247-0610, R33029-290-0670, R33029-323-0670, R33029-356-0670, R33029-389-0670; Ala Spit: R23432-458-1760

Acres or Square Feet of Property: Total 309 acres: Kettles trails (184 acres); Saratoga Woods (117 acres); Ala spit county park (8 acres)

Percentage of Property Affected by Project: Approx. 26 acres (Kettles 12, Saratoga 13.5 ac, Ala spit .5 ac)

Summary of Proposed Project Costs and Budget: The Amount Requested is **$34,182** for two years of noxious weed control work. The amount requested would cover a noxious weed control and eradication work in 2023 ($17,382) and additional control work in 2024 ($16,800).

Included with Application:

Attachment A – Maps of each CFF property

Attachment B – Estimated Project Budget

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Attachment C – Budget Detail

Project Description:

This proposal incorporates three separate CFF owned properties all dealing with noxious weed infestations. As a result of the unpredictable nature of noxious weed infestation it was deemed prudent by the noxious weed control board to wrap both properties into one proposal so as to easily divert resources to areas most in need depending on response to treatments in previous years as well as in the first year of this proposal if awarded. The properties included in this proposal are all located on Whidbey Island and are as follows: Kettles trail system, Saratoga woods, and the Ala spit county park.

Kettles trails:

In 1996 Island County purchased 141 acres of forested land located north of Coupeville and adjacent to Fort Ebey state park.

The Kettles Trails is one of Island County's most treasured recreation areas, particularly by the mountain bike and equestrian communities. The Kettles Trails is one of the premier equestrian and mountain bike areas on the Island, with particular importance to north Whidbey, where it draws significant numbers of cyclists from Oak Harbor and Naval Air Station Whidbey Island. From a recreation standpoint, protection of the Property allows vastly improved access for equestrian and mountain bike users of the park.

The trail system is composed of over 35 miles of recreational trails utilized for an assortment of activities. The area is populated with a wide assortment of unique plants and animal species.

Noxious weed control work has only recently become an active component of management actions within the kettles trail system. In 2020, the ICNWC program was contracted by IC parks to conduct initial eradication of noxious weed species found to be present at the Alito addition portion of this complex. Over one ton of noxious weed material was removed and treated during this contract. In 2021, additional CFF M&O funding was awarded to the ICNWC program to conduct control and eradication work throughout the entirety of the kettles trail complex.

There are currently nine documented noxious weed species present within the Kettles trail system. Four of these species are listed as regulated species under RCW 17.10, meaning that the landowner is **legally** required to control infestations. The majority of these infestations are located along the northern three acres abutting Libbey Rd and along the access road that runs north to south through the 43 acres. These species include Spurge Laurel (Class B), Tansy ragwort (Class B), Canada thistle (Class C regulated), Bull thistle (Class C regulated), Scotch broom, common teasel, common St. johnswort, English Ivy, and Himalayan blackberry.

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
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The park is populated, by an abundance of native species and is an ecosystem of importance. Species present at the site include native Pacific rhododendrons, Pacific madrones, Evergreen huckleberry, Douglas fir, Western Red Cedar, Red Alder and many other keystone species.

Saratoga Woods:

This forested park is located on the surface of a landscape with an impressive glacial history that exists beneath the dirt. Sitting on the edge of a glacial drumlin this 117-acre county owned park hosts a variety of different tree species growing in a varying array of different stand ages. Douglas fir, Western Red Cedar, Red Alder are the predominate species represented. It is also home to one of the largest glacial erratics in Washington state. Island County public works has begun a mitigation project in the wetland area of the park located in the southeast corner addressing some of the weed infestations; however, there are noxious weed species not addressed within the upland area and the old airstrip that pose a threat to the continued enjoyment and health of the forest ecosystem.

Ala spit:

This county park was purchased in 1994 in partnership with the Washington state recreation and conservation office (RCO). It includes a tidal spit and upland park near the east boundary of Deception Pass State Park. These 8 acres are popular for beach combing and fishing as well as being a Cascadia Marine Trail access point. It has undergone serious restoration work through Salmon recovery funding board (SRFB) with the aim to preserve both fish and bird habitat as well as recreational opportunities.

While significant attention has been paid to the marine aspects of this park the upland portion has largely been ignored. Four noxious weed species have been observed to be present in this upland habitat of park including yellow archangel (class B, designated), Bull and Canada thistle (Class C, Designated) and Scotch broom (Class B, undesignated).

Objective:

The goal of this work is to continue or initiate the removal of all identified noxious weed species with focus being placed on eradication of all regulated noxious weeds and Scotch broom populations in the parks.

A. <u>Ecological Integrity</u>

The kettles and the Saratoga woods properties are comprised of an unbroken, healthy forest of mature Douglas fir and Pacific madrone with a robust native understory dominated by native rhododendrons. They also boast alder groves that are essential in successional growth of our coastal forest ecosystems. The properties fall within a Habitat Corridor in Element 7 of the County's Comprehensive Plan. It also lies within a wildlife corridor identified in The Nature

Conservancy's analysis of Resilient Terrestrial Landscapes in the Pacific Northwest. Over the last three years the spread of tansy ragwort and scotch broom has been observed to increasingly move further into the main acreage of the trail system.

Ala spit is home to an important tideland and pocket estuary which is critical as nursery grounds for many of our juvenile salmon species.

B. Hazard of Liability

All parts of poison hemlock, and some parts of tansy ragwort are extremely toxic to humans and livestock. Spurge laurel also has a lesser toxicity that can cause illness in both humans and animals. Control in excess of 95% of these noxious weeds will significantly reduce the potential impact of accidental poisoning or negative reaction to contact with the plant.

Washington's noxious weed law (RCW 17.10) requires landowners, including city, county, and state land agencies, to control or eradicate certain noxious weeds that occur on their property. Since private citizens are equally responsible for controlling listed noxious weeds on their properties, the county could be liable and legally challenged for not obeying the same state laws. The noxious weed control work proposed for kettles trails, Saratoga woods, and Ala spit will ensure compliance with noxious weed laws.

C. Special Status

Kettles/Saratoga/Ala Spit:

All three areas fulfill elements of the Island County comprehensive plan (ICCP) created in 2016 including: Protection of natural forest, wetlands, wildlife habitat, ground water resources, aquifer recharge areas, and low impact/passive outdoor recreation opportunities.

D. Habitat values not previously covered

Ala Spit is an important area for migratory birds as well as a frequently used harvesting site for a number of shellfish. It's ideal habitat for both avian and marine animals.

E. Public Access

The kettles trail has six access points located along the Hwy 20/Libbey Rd corridors. This includes a newly installed (2022) large livestock trailer lot located off a Libbey Rd.

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Saratoga Woods has a main parking lot located off of Saratoga Rd. It is also connected to both the Metcalf trust and Putney woods trail systems.

Ala spit has a small, paved parking area with some 20 spots located off of Geck Rd.

F. Management Plan

Currently no comprehensive plan exists for either Saratoga woods or Ala spit preserve.

G. Supported by Community Plans

All three parks are owned and operated by Island County Parks. The Parks Plan which is in the Island County Comprehensive Plan supports noxious weed management. This project will reduce the time that the Island Parks Maintenance person has to spend controlling weeds at this site. It has support from Whidbey Camano Land Trust who holds a conservation easement on the parks.

H. Existing Infrastructure

All parks have informational kiosks. There is an effort to conduct restoration of the picnic shelter at Saratoga woods through a 2021 CFF project.

I. Develops infrastructure

N/A

J. Long Term Viability

With many partners involved at all the parks the long-term viability for this work is very high. Support from Island County parks department, the Whidbey Camano Land Trust, as well as citizens group such as the Whidbey Island bicycle club means there is widespread support.

K. Other Resources

The current ICNWP Coordinator possesses a WSDA pesticide applicator's license (No. 84304) with aquatic and right-of-way endorsements. The ICNWP Coordinator is responsible for keeping the license current by earning the required number of recertification credits each year. The ICNWP Coordinator also has the necessary National Pollutant Discharge Elimination System (NPDES) permit to be able to use appropriate herbicides in aquatic areas. The ICNWP Coordinator is knowledgeable about plants, their life cycles, ecosystem function, and integrated pest management techniques.

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Volunteers will play an integral role and assist in the following activities

- Scotch Broom removal at Kettles and Saratoga woods sites.
- Noxious weed control program has sufficient supply of hand tools, herbicide, and other weed removal equipment to conduct work and volunteers when involved

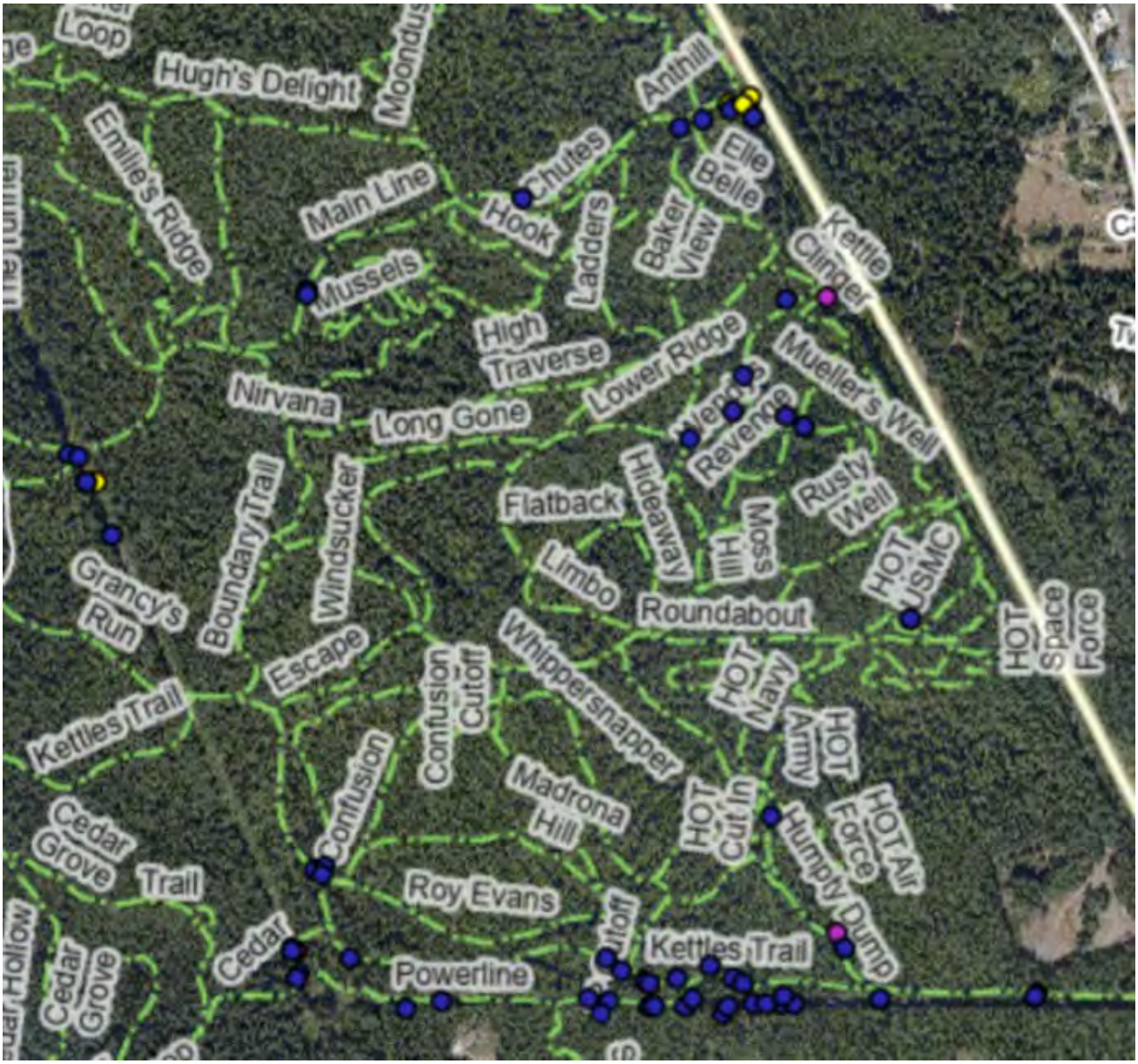
L. Public Ownership

Both properties are Fee simple and owned by Island County Parks

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Attachment A

Map 1 – Kettle's trail (with noxious weed points 2016-2022)



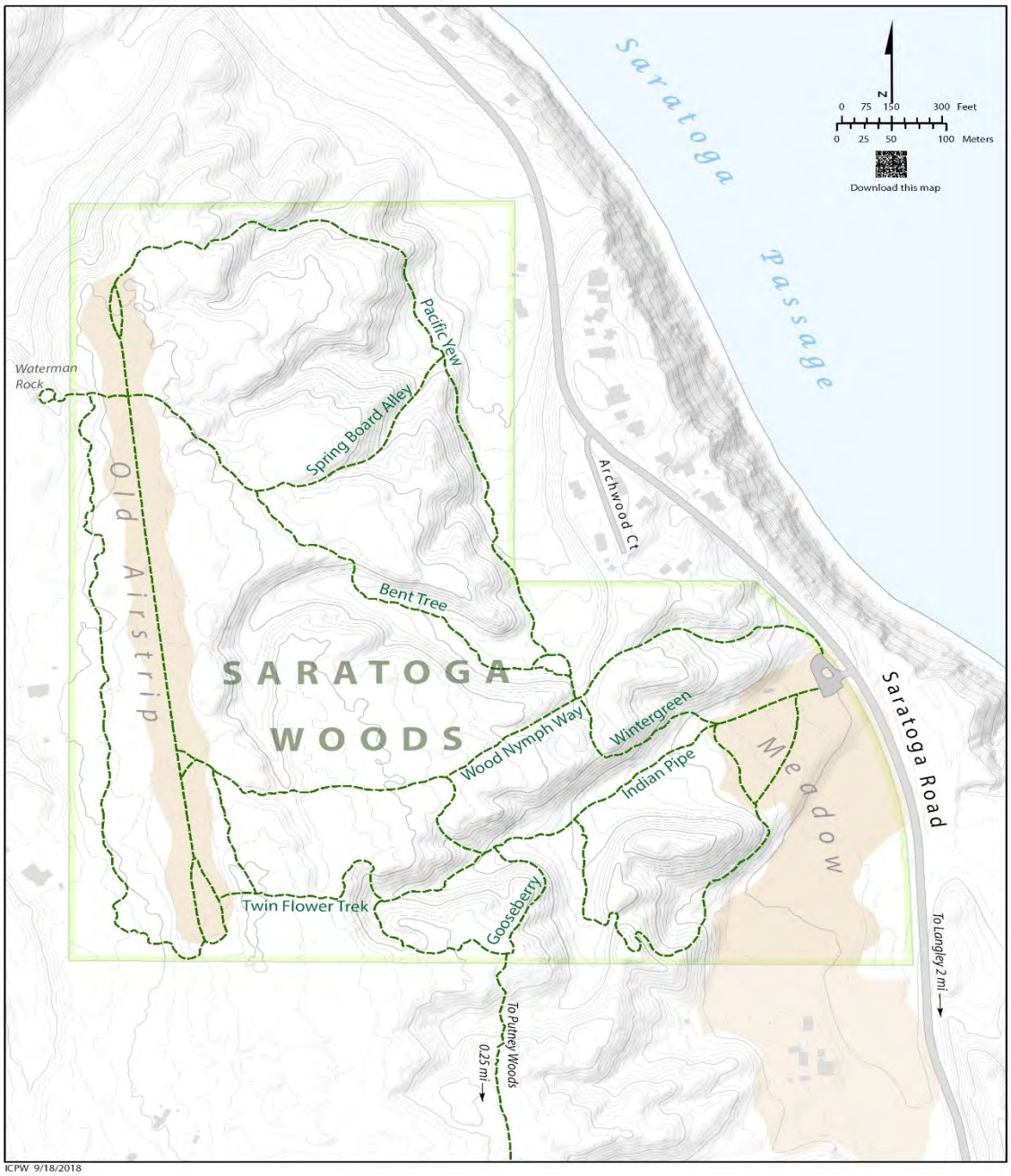
Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Map 2 - Kettle's trail map system



Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Map 3 – Saratoga woods



Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Map 4 – Ala Spit County Park



Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Attachment B

Proposed Budget for Kettles trails, Saratoga woods, and Ala Spit

Attachment B						
Estimated Project Budget						
	Island County Conservation Futures Fund					
Proposed Project Application						
Project name	Kettles/Saratoga/Ala spit noxious weed control			Year 2023-2024		
Planning	Category	CFF		Other Funding Sources		Total Funding
	Salaries and Benefits	1758				1758
	Consultants/Sub-contracting					0
	Good and Services					0
	Travel & Per Diem					0
	Other					0
	Total Planning	1758				1758
Maintenance and Operations						
	Salaries and Benefits	26132				26132
	Consultants/Sub-contracting					0
	Good and Services					0
	Travel & Per Diem					0
	Other					0
	Total Maintenance/	26132				26132
Management & Adminstration						0
	Salaries and Benefits	5697				5697
	Consultants/Sub-contracting					0
	Good and Services					0
	Travel & Per Diem					0
	Other					0
	Total Management & Admin	5697				5697
Equipment						
	Technology Capital Items*					0
	Technology Supplies*					0
	Equipment*	595				595
	Other					0
	Total Equipment	595				595
Property Acquistion						
	Land Purchase	0				0
	Other Acquistion Costs	0				0
	Total Acquistion Value	0				0
	Land Donation	0				0
	Total Budget	34182		0		34182
* For all line items with "*" please provided attached detailed list of items and costs						

Island County Conservation Futures Program
Maintenance and Operations Funding
Project title: Kettles trails, Saratoga Woods, and Ala spit Noxious Weed Management
Application Year: 2023

Attachment C

Kettles/Saratoga/Ala Spit CFF NOXIOUS WEED MANAGEMENT													
Buget Attachment C													
Budget Item:						Work Year 2023		Work Year 2024					
Salary for IC Noxious Weed Program Coordinator													
(No. of Hrs.x$40.31/Hr.)			43.97	28.48									
Noxious weed control work*													
	Project Planning					$879		$879					
	Field Time					$8,794		$8,794					
	Seasonal staff					$4,272		$4,272					
Other Equipment & Materials**													
	Nitrile Gloves					$30		$30					
	Trash Bags					$25		$25					
	Herbicide					$300							
	Surfactant					$185							
					ST=	$14,485		$14,000					
Public Health Adminstrative overhead (@20%)						$2,897		$2,800					
Total						**$17,382**		**$16,800**			**Total For 2 Years =**		**$34,182**
* It is anticipated that most of the noxious weed control work would be done by IC Noxious weed coordinator.													
When possible volunteer services would be incoporated													
** Equipment & Materials: Most of the equipment necessary for the control work will be supplied by the IC Noxious Weed Program													
Coordinator.													

ISLAND COUNTY
CONSERVATION FUTURES PROGRAM
APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT TITLE: 2023 ISLAND COUNTY PARKS CFF M&O REQUEST

AMOUNT REQUESTED: $100,000

PROJECT SPONSOR:

Island County Parks Department
Name: PO Box 5000
Address: Coupeville Washington 98239
Sponsor Type: County (Parks)

2023 Conservation Futures Fund – M&O Application

Island County Parks

APPLICANT INFORMATION

1. Applicant's Name: Island County Parks
2. Applicant's Address: P.O. Box 5000, Coupeville, WA 98239-5000
3. Contact Person: Jan vanMuyden
4. Phone: C 360-914-1322 W 360-679-7335
5. E-mail: janv@islandcountywa.gov

PROPERTY DESCRIPTION

1. Property Name: Ala Spit, Swantown Lake, Saratoga Woods, Double Bluff, Alito, Utsalady, English Boom, Iverson Preserve, Barnum Point, Camano Ridge, Four Springs Lake Preserve, Dry Lake Trailhead.
2. Address of Property: Whidbey and Camano Islands
3. Tax Parcel and Property Identification Number(s):

R23432-382-1420	111756
R23432-458-1760	111809
R23432-341-1440	111729
S7190-00-01001-0	283099
S7190-00-01003-0	283115
R13332-067-0240	39354
R13332-067-0580	39372
R13332-067-1070	39390
R13332-067-1230	39407
R13332-067-0400	39363
R13332-067-0750	39381
R13332-188-0750	39513
R13332-132-1530	39434
R13332-067-0900	434738
R13332-067-0100	487823
R33029-214-0610	802262
R33029-247-0610	802263
R33029-290-0670	802264

R33029-323-0670	802265
R33029-147-0620	802260
R33029-389-0670	802267
R33029-165-1620	802276
R33029-189-2190	802910
R33029-234-2500	803459
R33029-181-0620	802261
R33029-356-0670	802266
R33029-232-1610	802277
R22923-056-2990	57146
R22923-115-3600	57244
R22923-078-3270	601995
R22923-105-3520	602002
S7140-00-00006-0	271841
S7140-00-00007-0	271850
R23111-342-3520	754589
R23236-131-4000	96880
R23236-337-1340	96915
R23236-130-1320	96871
R23235-050-4950	96256
S7635-00-00009-0	338780
R33105-065-0680	154326
R33105-086-1670	154335
R33105-220-0700	503805
R33105-178-1150	504029
R33105-165-0750	503789
R33107-443-5240	745297
R33107-466-5220	685397
R33107-491-5130	685404
R33105-077-1080	811283
R33232-027-4600	167973
R33232-048-3440	168035
R33105-426-3680	802103
R33216-235-0300	511002
R23224-496-1570	92296
S6065-00-0000B-0	184348
R13230-223-1150	756667
R13230-154-1170	756676
R13230-094-1250	756685
R13230-038-1360	756694

4. Acres or Square Feet of Property: 988+ acres

5. Percentage of Property affected by Project: 100%

REQUEST SUMMARY - **$100,000**

1.	Parks Maintenance SWB	$75,000
2.	Goods & Services	$25,000
		$100,000

PROJECT DESCRIPTION

The funds will pay for the maintenance and operations of all the Island County Parks properties (as described above) purchased with Conservation Futures Funds (CFF). The goal being to maintain and operate the CFF parks while enhancing the public's access and experience through projects addressing:

1. Hardscapes – bathrooms, portable toilets, parking lots, water and power systems, fencing signage, kiosks, picnic shelters and playgrounds.
2. Softscapes – lawns, trees, scrubs, mowing, trimming, pruning, pest control, fertilization and horticulture.
3. Equipment maintenance including consumables such as gas and oil.
4. Parks projects – renovations and upgrades of both hard and softscapes.

ATTACHMENT B - ESTIMATED PROJECT BUDGET

ISLAND COUNTY CONSERVATION FUTURES FUND

PROPES PROJECT APPLICATION

PROJECT NAME: Island County Parks General M&O YEAR: 2023

CATEGORY	CFF	OTHER FUNDING SOURCES	TOTAL FUNDING
PLANNING			
SALARIES AND BENEFITS	$ -	$ -	$ -
CONSULTANT / SUB-	$ -	$ -	$ -
CONTRACTING	$ -	$ -	$ -
GOODS AND SERVICES	$ -	$ -	$ -
OTHER	$ -	$ -	$ -
TOTAL PLANNING	$ -	$ -	$ -
MAINTENANCE AND OPERATIONS			
SALARIES AND BENEFITS	$ 75,000.00	$ -	$ -
CONSULTANT / SUB-	$ -	$ -	$ -
CONTRACTING	$ -	$ -	$ -
GOODS AND SERVICES	$ 25,000.00	$ -	$ -
OTHER	$ -	$ -	$ -
TOTAL M&O	$ 100,000.00	$ -	$ -
EQUIPMENT			
SALARIES AND BENEFITS	$ -	$ -	$ -
CONSULTANT / SUB-	$ -	$ -	$ -
CONTRACTING	$ -	$ -	$ -
GOODS AND SERVICES	$ -	$ -	$ -
OTHER	$ -	$ -	$ -
TOTAL EQUIPMENT	$ -	$ -	$ -
PROPERTY ACQUISTION			
SALARIES AND BENEFITS	$ -	$ -	$ -
CONSULTANT / SUB-	$ -	$ -	$ -
CONTRACTING	$ -	$ -	$ -
GOODS AND SERVICES	$ -	$ -	$ -
OTHER	$ -	$ -	$ -
TOTAL ACQUISTION COSTS	$ -	$ -	$ -
TOTAL BUDGET	**$100,000.00**	**$ -**	**$ -**

MAINTENANCE AND OPERATIONS PROJECT EVALUATION CRITERIA

A. ECOLOGICAL INTEGRITY

Regular maintenance of the Parks includes reduction or elimination of invasive species and removal of potential hazardous material out of the Parks. By removing these items it helps to preserve existing flora and grasses.

B. HAZARD OR LIABILITY

Safety is top priority for Island County Parks for its employees and park visitors. The more visits from Parks staff to these properties the better the opportunity to observe and identify hazards and address them. With these funds, Parks can maintain its CFF properties at a higher standard with more frequent visits that help to mitigate risk to Island County.

C. SPECIAL STATUS

Some of the CFF parks properties have important habitat such as riparian forest and tidelands. More frequent visits by Parks staff helps to ensure these areas are protected.

D. HABITAT VALUES NOT PREVIOUSLY COVERED

Providing public access to these properties invites new users to the sites and helps to foster an interested community group to help with stewardship of the properties. Friends of Camano Island Parks (FOCIP) are a prime example of a group that supports and participates in the conservation of these CFF properties.

E. PUBLIC ACCESS

As the park system grows and visitor trips increase, the need for more Parks staff time at these properties is important to maintain and improve safe public access.

F. MANAGEMENT PLAN

Some of the properties have existing management plans.

G. SUPPORTED BY COMMUNITY PLANS

These projects are supported by the Island County Parks and Recreation Element of the Comprehensive Plan.

H. EXISTING INFRASTRUCTURE

The opportunity to fund Parks staff time for maintenance and operations projects for these properties means that deferred projects can be continued and existing infrastructure can be better preserved.

I. DEVELOPS INFRASTRUCTURE

Island County Parks is always seeking to develop, improve and upgrade its infrastructure. These funds will allow Parks to address the need to make these infrastructure improvements.

J. LONG TERM VIABILITY

The projects that are performed in the CFF Parks improve and enhance the properties thus enabling their viability.

K. OTHER RESOURCES

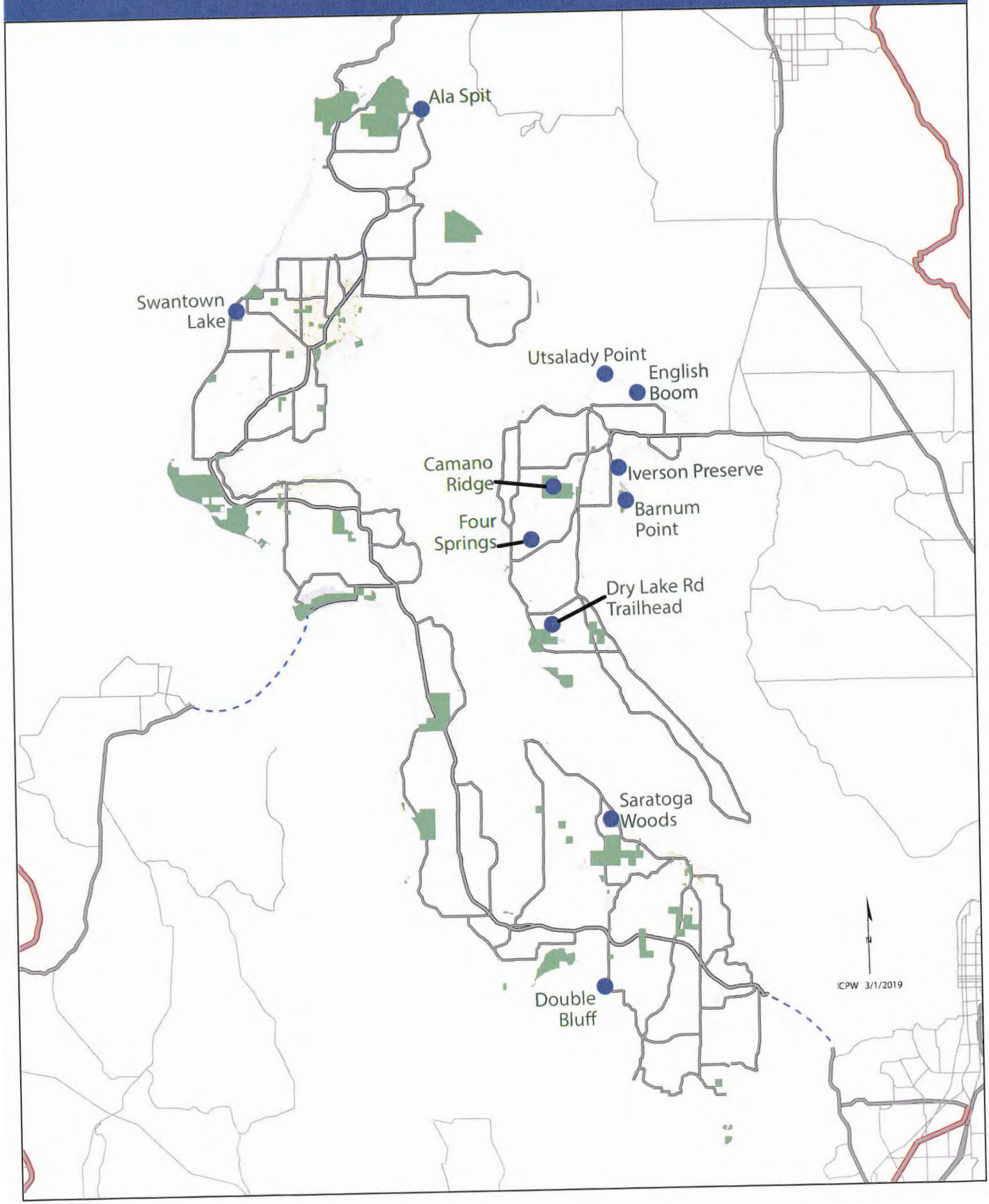
Island County Parks routinely works with volunteer labor to do trail maintenance and construction, debris clean-up, sign installation and other capital projects. Volunteers are managed through the Parks Adopt-A-Park Program and come from groups such as FOCIP and FETCH.

L. PUBLIC OWNERSHIP

All Island County Parks CFF properties are owned in Fee Simple by Island County.

Island County Parks - CFF

Island County Public Works



Agreement No. SWMLSWFA-2023-IsCoPH-00150 with WA Department of Ecology Solid Waste Enforcement and Homeless Encampment Response - Executive Summary - *September 6th BOCC Work Session*	
Summary	Agreement No. SWMLSWFA-2023-IsCoPH-00150 with WA Department of Ecology to provide funding for Solid Waste Enforcement and Homeless Encampment Response through June 30, 2025. Funding for this grant is provided through the Model Toxics Control Operating Account (MTCOA). The Solid Waste Enforcement task includes $180,448 for licensing and inspecting the 19 solid waste facilities in the county, providing technical assistance on proper waste disposal, and responding to complaints regarding improper storage and excessive accumulation of waste. The Homeless Encampment Response task includes $14,000 for cleanup of active or abandoned encampments and providing portable toilets and garbage collection services at shelter-in-place locations.
Policy Context	This grant agreement provides funding to satisfy ICC 8.08B – Solid Waste Handling Regulations and Chapter 173-350 WAC – Solid Waste Handling Standards.
Fiscal Impact	Funding amount of $194,448 is anticipated funding that is already budgeted in the 2023 budget, not requiring a budget amendment.
Recommendations	Accept grant agreement based on factors outlined in this Executive Summary.

Agreement No. SWMLSWFA-2023-IsCoPH-00150

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

ISLAND COUNTY PUBLIC HEALTH

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

GENERAL INFORMATION

Project Title:	SWE Island Co PH
Total Cost:	$220,000.00
Total Eligible Cost:	$194,448.00
Ecology Share:	$145,836.00
Recipient Share:	$48,612.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Solid Waste Enforcement

Project Short Description:
Island County Public Health will spend $194,448.00 to enforce solid waste codes and monitor solid waste facilities for compliance, and cleanup homeless encampments.

Project Long Description:
See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

RECIPIENT INFORMATION

Organization Name: ISLAND COUNTY PUBLIC HEALTH

Federal Tax ID: 91-6001321
UEI Number: 193740040000

Mailing Address: PO Box 5000
Coupeville, WA 98239

Physical Address: 1 NE 6th Street
Coupeville, Washington 98239

Organization Fax: (360) 679-7390

Contacts

Project Manager	Matt Farr Environmental Health Specialist II 1 NE 6th St Coupeville, Washington 98239 Email: m.farr@islandcountywa.gov Phone: (360) 678-7907
Billing Contact	Renee Lohmann Accounting Supervisor 1 NE 6th Street Coupeville, Washington 98239 Email: r.lohmann@islandcountywa.gov Phone: (360) 678-7889
Authorized Signatory	Janet St. Clair Commissioner 1 NE 7th St Coupeville, Washington 98239 Email: j.stclair@islandcountywa.gov Phone: (360) 678-7807

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Olivia Carros PO Box 330316 Shoreline, Washington 98133-9716 Email: ocar461@ecy.wa.gov Phone: (360) 995-3980
Financial Manager	Olivia Carros PO Box 330316 Shoreline, Washington 98133-9716 Email: ocar461@ecy.wa.gov Phone: (360) 995-3980

AUTHORIZING SIGNATURES

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

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

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

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

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

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

Washington State
Department of Ecology

By: _____

Peter Lyon Date

Solid Waste Management

Acting Program Manager

Template Approved to Form by
Attorney General's Office

ISLAND COUNTY PUBLIC HEALTH

By: _____

Janet St. Clair Date

Commissioner

Jill Johnson

Chair, Board of Health Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $180,448.00

Task Title: Solid Waste Enforcement

Task Description:
Activity - Solid Waste Handling Facility/Site Compliance

RECIPIENT anticipates performing the following work under this activity:

• Compliance monitoring at solid waste handling facilities and sites using the following regulations as applicable to each facility or site:
  o Chapter 173-350 WAC Solid Waste Handling Standards
  o Chapter 173-351 WAC Criteria for Municipal Solid Waste Landfills
  o Chapter 173-304 WAC Minimum Functional Standards for Solid Waste Handling
  o All related local solid waste regulations or codes

• Monitoring of facilities or sites requiring a permit will be accomplished through
  o Issuing or renewing permits
  o At least one inspection annually at each permitted facility or site
  o Oversight and technical assistance
  o Review of groundwater data
  o Annual review of financial assurance

• Enforce as necessary

RECIPIENT will complete at least one inspection per calendar year at each permitted solid waste facility. RECIPIENT will track facilities monitored and include the information in quarterly progress reports, including uploading a copy of inspection reports conducted in the quarter.

New solid waste permit applications and notices of exemption considered during the Agreement period for facilities not identified under this task may be managed under this Agreement.

Facility information:
A list of facilities and their permit status is located in the Uploads form on the Application page in EAGL.

Activity - Solid Waste Investigation, Assistance and Enforcement

RECIPIENT anticipates performing the following work under this activity:

• Investigate and resolve solid waste related complaints and concerns
• Offer technical assistance about solid waste regulations and how to prevent violations
• Provide public education about proper handling and disposal methods, and how to prevent violations

• Assist in the proper handling of abandoned or illegally stored junk or nuisance vehicles
• Enforce as necessary

Costs Eligible for Reimbursement
• Staff salaries and benefits, including up to 30% indirect charge
• Ordinance development necessary to comply with chapter 173-350 WAC
• Costs not listed here but pre-approved in writing by Ecology

Costs Ineligible for Reimbursement
• Costs covered by solid waste facility fees for inspections, permit issuance or renewal
• Site clean-up costs including costs for removal, transportation, and disposal
• Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
• Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
• Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY
• Costs not supported with required documentation

Task Goal Statement:
The goal of the task is to protect human health and the environment by preventing and correcting solid waste violations through technical assistance and education, compliance monitoring and enforcement when necessary.

Task Expected Outcome:
With the task budget, RECIPIENT estimates,
• 38 solid waste facility or site permits issued
• 38 permitted and conditionally exempt solid waste facility or site inspections completed
• 200 solid waste complaints resolved

Recipient Task Coordinator: Matt Farr

Solid Waste Enforcement

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $14,000.00

Task Title: Homeless Encampment Response

Task Description:
ACTIVITY - CLEANUP

RECIPIENT employees will coordinate with other departments and local agencies to cleanup active and or abandoned encampments and continue to keep them clean. RECIPIENT employees may investigate active and or abandoned encampments to assess and prioritize cleanup. Cleanup and disposal are eligible on publicly owned sites/locations only. Cleanup of Federal land is allowed when the RECIPIENT coordinates with federal agencies prior to cleanup.

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

RECIPIENT is encouraged to review the Master Contract provided by Department of Enterprise Services (DES) for information about vendors with experience to clean up and dispose of materials that meet the RECIPIENT's specific circumstances and need.

RECIPIENT or delegate is responsible for safety training and oversight of cleanup crewmembers. RECIPIENT will follow all applicable county or state road setup procedures as determined by the appropriate County or State officials during cleanup. RECIPIENT will provide appropriate Personal Protective Equipment (PPE) for all workers. PPE can include safety vests, gloves, eye protection, and any other supplies or tools necessary to complete the work safely.

RECIPIENT will take collected litter to a permitted solid waste facility and recycle materials whenever possible or coordinate with WSDOT for pickup of litter on state roads.

ACTIVITIY – INFRASTRUCTURE, PURCHASED SERVICES

RECIPIENT may purchase services to provide portable toilets and or garbage collection at shelter-in-place locations and other locations where the RECIPIENT has previously assessed these services are practical. RECIPIENT employees and or contractors will investigate active encampments to assess the level of infrastructure needed.

Costs Eligible for Reimbursement
- Staff salaries and benefits, including indirect not to exceed 30%
- Supplies for cleanup: bags, protective gear
- Cleanup costs: time, transportation, and disposal of materials from encampments
- Time: planning/coordination of cleanup
- Mileage or fuel and maintenance costs proportionate to vehicle use for homeless encampment cleanup
- Costs not listed here but pre-approved in writing by ECOLOGY

Cost Ineligible for Reimbursement
• Costs not specifically identified or pre-approved in writing by ECOLOGY
• Costs not supported with required documentation

Task Goal Statement:
The goal of this task is to protect the environment through cleanup and prevent continued environmental harm at encampments.

Task Expected Outcome:
Anticipating multiple cleanups at the same encampment, RECIPIENT must track and report the number of encampments cleaned, and the number of cleanups performed at each encampment. Actual outcomes must be reported in the Outcomes Data Collection section of the Spending Plan and Outcomes Data Collection form in EAGL.

With the task budget, RECIPIENT estimates,
• 10 tons of garbage properly disposed of (cleaned up)
• 2 encampments managed
• 2 total cleanups performed
• 1 garbage container installed
• 15,000 pounds of garbage prevented from improper disposal because garbage collection containers were installed and serviced

Recipient Task Coordinator: Matt Farr

Homeless Encampment Response

Deliverables

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

Funding Distribution EG240054

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

Funding Title: Island County PH
Funding Type: Grant
Funding Effective Date: 07/01/2023
Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%
Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Island County PH	**Task Total**
Solid Waste Enforcement	$ 180,448.00
Homeless Encampment Response	$ 14,000.00
	Total: $ 194,448.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Island County PH	25.00 %	$ 48,612.00	$ 145,836.00	$ 194,448.00
Total		**$ 48,612.00**	**$ 145,836.00**	**$ 194,448.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTs of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

DATE: 9/6/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners

From: **Mary Engle, Director**

Amount of time requested for agenda discussion. 60 Minutes

DIVISION: Land Use Permitting
Agenda Item No.: 1
Subject: **Zoning Amendment (307/07 ZAA) for 221 and 227 Baker View Lane**
Description: Jim and Kathy Weber are seeking approval for a site-specific rezone of two Rural Agricultural (RA) zoned parcels to Rural (R) zoned parcels. Permit 307/07 ZAA went before the Hearing Examiner March 31, 2023, and the Hearing Examiner issued a recommendation of approval on August 18, 2023.
Attachment: **Memorandum and Hearing Examiner recommendation including Staff Report.**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

(continued on next page)

DIVISION: Land Use Permitting
Agenda Item No.: 2
Subject: **O-Zi-Ya Community Club Water System (071/23 WSR)**
Description: The O-Zi-Ya Community Club Water System is proposing to update the Service Area boundaries of the system by adding two additional parcels to the existing system area that are already being served. These changes, if approved, will be incorporated into the Service Area Boundaries map in the Island County Coordinated Water System Plan (CWSP). The suggested date for the WSR Public Hearing is October 24, 2023.
Attachment: **Memorandum and Staff Report and Recommendation including permit application**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: Schedule a Public Hearing 10/24/2023

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

DIVISION: Long Range Planning
Agenda Item No.: 3
Subject: **Public Participation Plan and Schedule for the Comprehensive Plan**
Description: Island County is conducting a periodic update to its comprehensive plan, due by June 30, 2025. Throughout the process of updating the comprehensive plan the public will be encouraged to participate and help shape growth in the county over the next 20 years. This Public Participation Plan ensures early, continuous, and inclusive public participation, as required by Washington State Law (RCW 36.70A)
Attachment: **Draft Public Participation Plan and Draft Detailed Comprehensive Plan Schedule**
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

Island County Planning and Community Development
Mary Engle, Director

1 NE 7th St., Coupeville, WA 98239
Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306
Email: PlanningDept@islandcountywa.gov | https://www.islandcountywa.gov/207/Planning-Community-Development

~ MEMORANDUM ~

TO:	**Board of County Commissioners**
FROM:	**John Lanier, Senior Planner**
DATE:	**August 25, 2023**
SUBJECT:	**Dalzell Zoning Amendment (ZAA 307/07)**

Proposal

Jim and Kathy Weber are seeking approval for a site-specific rezone of two Rural Agricultural zoned parcels to Rural zone. The two parcels, totaling 21.15-acres, located at 221 and 227 Baker View Lane, are surrounded by Rural zoned parcels. No changes to Island County's Comprehensive Plan are proposed, as the parcel will remain defined under the "Rural Land Designations". The Board of Commissioners signature is the final step in the Zoning Amendment process.

Preliminary Review:

Jim and Kathy Weber applied for Zoning Amendment approval (ZAA 307/07) on July 12, 2007. The Zoning Amendment has been reviewed by Planning staff, which issued a recommendation of denial to the Hearing Examiner.

On March 13, 2023, there was a public hearing on the Zoning Amendment before the Hearing Examiner, which was continued to March 31, 2023, to ensure compliance with the State Environmental Policy Act. On August 18, 2023, the Hearing Examiner recommended approval of the Zoning Amendment, ZAA 307/07.

Staff Recommendation

The Zoning Amendment document has been reviewed by Planning in accordance of Island County Code, the Island County Comprehensive Plan, and state requirements.

Staff recommends the Board of Commissioners approve and sign the Zoning Amendment.

Attachments:

- Hearing Examiner Decision for 307/07 ZAA 8/18/2023
- Staff Recommendation for ZAA 307/07
- Weber Application Materials
- Draft Ordinance 307/07 ZAA, PLG-007-23

BEFORE THE HEARING EXAMINER
FOR ISLAND COUNTY

In the Matter of the Application of	)	No. ZAA 307/07
	)	
James and Kathy Weber	)	**Weber Rezone**
	)	
	)	
	)	FINDINGS, CONCLUSIONS,
For a Site-Specific Rezone	)	AND RECOMMENDATION

SUMMARY OF RECOMMENDATION

The Hearing Examiner recommends that the Island County Board of Commissioners **APPROVE** the request for a zoning district reclassification of two parcels, located at 221 and 227 Baker View Lane, on Camano Island, from the Rural Agriculture (RA) zoning designation to the Rural (R) zoning designation.

SUMMARY OF RECORD

Hearing Date:
The Hearing Examiner held an open record hearing on the request on March 13, 2023, but determined that the hearing should recommence on March 31, 2023, to ensure that appropriate review of the proposal occurred under the State Environmental Policy Act, prior to any final determination occurring by the Hearing Examiner and the Commissioners.

Testimony:
The following individuals presented testimony under oath at the open record hearing:

John Lanier, Senior Planner, County Planning & Community Development Department
Nicole Wheat, County Clerk to Hearing Examiner
Jonathan Lang, Assistant Director, County Planning & Community Development Department
Kathy Weber, Applicant

Exhibits:
The following exhibits were admitted into the record:

1. Staff Report, dated January 18, 2023, with attachments:
   - A. Site Map
   - B. Zoning Atlas Existing Map and Zoning Atlas Proposed Map
   - C. Zoning Amendment Application, received July 12, 2007, with Applicant Authorization Form, dated March 16, 2007; Quarter Section Zoning Map, dated June 1, 2007; Quit Claim Deed, dated January 8, 2007; Statutory Warranty Deed, Dated March 28, 2006; Zoning Amendments Form, received July 12, 2007;

Zoning Amendments Application, received July 12, 2007; Land-Capability Classification (Agriculture Handbook No. 210)

D. SEPA Environmental Checklist, dated July 12, 2007
E. USDA Natural Resources Conservation Service Custom Soil Resource Report for Island County, dated February 2, 2021
F. County Review Letter, dated August 31, 2007
G. Applicant Response Letter, dated September 28, 2007
H. County Review Letter, dated October 31, 2007
I. County Review Letter, dated December 14, 2020
J. Applicant Response Email, dated December 17, 2020, with Map Delineating Hay Production, dated July 15, 2018, and Profit or Loss From Farming Tax Forms from 2007 to 2019
K. County Review Letter, dated August 9, 2021
L. County Review Letter, dated February 24, 2022
M. Notice of Impending Decision, dated October 31, 2022
N. Current Use Application Form and Agricultural Land Classification, dated June 20, 1994, with Profit or Loss From Farming Tax Forms from 1991 to 1993
O. Notice of Removal of Current Use Classification and Additional Tax, dated January 5, 2021
P. Notice of Application Materials:
    1. Notice of Application, dated August 7, 2007
    2. Affidavit of Posting the Public Notice Sign, dated August 7, 2007
    3. Affidavit of Publication, dated August 7, 2007, with ad copy for publication in the *Stanwood/Camano News*
Q. Public Comments:
    1. Comment from Steve and Connie Kirken, dated August 21, 2007
    2. Comment from Starlene Cook and Jason Nevilier, dated August 9, 2007
    3. Comment from Ed and Murrell Barnett, dated August 10, 2007
R. Island County Inadvertent Discovery Plan

2. Zoning Amendment Application, received July 12, 2007, with Applicant Authorization Form, dated March 16, 2007; Quarter Section Zoning Map, dated June 1, 2007; Quit Claim Deed, dated January 8, 2007; Statutory Warranty Deed, Dated March 28, 2006; Zoning Amendments Form, received July 12, 2007; Zoning Amendments Application, received July 12, 2007; Land-Capability Classification (Agriculture Handbook No. 210); USDA Natural Resources Conservation Service Custom Soil Resource Report for Island County, dated February 2, 2021
3. Site Data, dated January 19, 2023
4. Notice Materials:
    A. Notice of Application, dated August 7, 2007
    B. Affidavit of Posting the Public Notice Sign (Notice of Application), dated August 7, 2007

C. Affidavit of Publication (Notice of Application), dated August 7, 2007, with ad copy for publication in the *Stanwood/Camano News*
D. Affidavit of Mailing (Staff Report), dated January 19, 2023
E. Affidavit of Mailing (Notice of Public Hearing), dated February 28, 2023
F. Determination of Nonsignificance (DNS), dated March 13, 2023
G. Affidavit of Mailing (DNS), dated March 13, 2023

5. SEPA Environmental Checklist, dated July 12, 2007
6. County Review Letter, dated August 31, 2007; Applicant Response Letter, dated September 28, 2007; County Review Letter, dated October 31, 2007; County Review Letter, dated December 14, 2020; Applicant Response Email, dated December 17, 2020, with Map Delineating Hay Production, dated July 15, 2018, and Profit or Loss From Farming Tax Forms from 2007 to 2019; County Review Letter, dated August 9, 2021; County Review Letter, dated February 24, 2022; Notice of Impending Decision, dated October 31, 2022
7. Applicant Response to County Recommendation, undated
   A. Response to Public Comments, undated
   B. Notice of Removal of Current Use Classification, dated January 5, 2021
   C. Yust Farm or Arrowhead Tax Return, dated March 7, 2023
   D. Vicinity Map
   E. Preliminary Short Plat Letter, Leonard and Boudinot Professional Engineers and Land Surveyors, dated February 10, 1987; County Letter re: Proposed Division of Parcel No. R33219-350-343, dated October 10, 1986; County Letter re: Proposed Division of Parcel No. R33219-350-343, dated September 5, 1986; Letter from County Planning Technician to County Planning Director, dated March 3, 1987; Land Use Map, dated January 6, 2021; Soil Map, dated January 6, 2021; Land Use Map, dated January 6, 2021; Annotated Soil Survey Map, dated January 6, 2021; County Assessor and Treasurer Details (Parcel No. R23223-230-1960)

The Hearing Examiner enters the following findings and conclusions based upon the testimony and exhibits admitted at the open record hearing:

FINDINGS

Background

1. On March 16, 2007, James and Kathy Weber (Applicants) requested a rezone of two parcels from the Rural Agriculture (RA) zoning designation to the Rural (R) zoning designation. On August 31, 2007, Island County (County) sent a letter ("August 2007 County letter") to the Applicants, which stated that the information provided by the Applicants was insufficient to warrant approval of the requested rezone. The August 2007 County letter explained that "[n]o evidence was provided to substantiate the claim that the predominant soils on the two parcels are limited to Class III and Class IV soils." The August 2007 County letter clarified that "it must be shown that the failure to make reasonable agricultural use of the property cannot be due to the action or inaction of the

property owner." The County requested that the Applicant provide the following information:

1. Evidence showing that the soils of the subject parcels are limited to Class III and Class IV soils as defined by the United States Department of Agriculture (USDA) Natural Resource Conservation Service, and an explanation how these soils restrict the Applicant from making reasonable agricultural use of both of the parcels;
2. Detailed information about the effort to produce hay on both of the parcels in 2006. Details that should be included are acreage of both parcels devoted to hay production; approximate dates of planting and harvest; irrigation methods; and fertilizer use.
3. Identify what other agricultural uses have been explored and provide an explanation of why they are not capable of being implemented on either of the subject parcels.

Exhibit 1, Staff Report, pages 1 and 7; Exhibit 1.B; Exhibit 1.C; Exhibit 1.F; Exhibit 2.

2. On September 28, 2007, Larry Kwarsick, of Sound Planning Services, sent a letter (September 2007 Applicant letter) to the County responding to the August 2007 letter. The September 2007 Applicant letter asserted the following:

- The application includes a soil survey which shows that the northern half of the property contains Class III and Class IV soils, and the southern half of the property contains Class IV soils.[1]
- The cultivated areas of Class III and IV soils are used principally for pasture and for hay crops in conjunction with dairying. Dairying in central Whidbey has not survived the economics of the changing times and such is the case on Camano Island, especially within only a 20-acre holding.
- If the parcel contained prime soils, it would have been zoned Commercial Agriculture in 1998. It would have met the four listed designation criteria for the zone.

[1] The USDA Natural Resource Conservation Service Agricultural Handbook No. 210, which was provided by the Applicant in Exhibit C, provides the following information about Class III and IV soils:

> Class III – Soils in class III have severe limitations that reduce the choice of plants or require special conservation practices or both. Soils in class III have more restrictions than those in class II and when used for cultivated crops the conservation practices are usually more difficult to apply and to maintain. They may be used for cultivated crops, pasture, woodland, range, or wildlife food and cover.
>
> Class IV – Soils in class IV have very severe limitations that restrict the choice of plants, require very careful management, or both. The restrictions in use for soils in class IV are greater than those in class III and the choice of plants is more limited. When these soils are cultivated, more careful management is required, and conservation practices are more difficult to apply and maintain. Soils in class IV may be used for crops, pasture, woodland, range, or wildlife food and cover.

- A further consideration in agricultural zoning is the reduction or elimination of conflicts that arise between farm and nonfarm residents. Nonfarm residents often find that normal farming practices are among practices that are unacceptable to rural residential landowners.
- In light of the soil limitations, the predominated land use on adjoining parcels, the fragmentation of farmland and the parcel sizes, the lack of water rights for crop irrigation, the primary use of soils onsite for cropland supporting dairying, it is clear that the inability to make commercial farm use of the property is not due to the action or inaction of the Applicant.

Exhibit 1.G.

3. On October 31, 2007, the County sent a reply letter ("October 2007 County letter") to the Applicant. The October 2007 County letter stated that, while County staff agrees that Class III and IV soils have limitations, the Applicant has not demonstrated "that those limitations make it impossible to make reasonable economic use of the parcels that are currently zoned in Rural Agriculture." The October 2007 County letter requested that the Applicant provide evidence that agriculture is not economically viable on the two parcels. The October 2007 County letter explained that the Applicant needed to show that "the conditions of these two parcels that separate them from other Rural Agriculture zoned parcels." The October 2007 County letter clarified that, while soil types are relevant, they are only variable in determining whether a rezone is appropriate. The October 2007 County letter further stated that the Applicant has not demonstrated whether growing other crops or agricultural activities would be economically reasonable on the property and that the Applicant still needed to address items 2 and 3 from the August 2007 County letter, listed above in Finding 1. The October 2007 County letter concluded that "Reasonable Economic Use means that there is no economic value for that property to be used for agriculture." *Exhibit 1.H.*

4. After the Applicants received the October 2007 County letter, they did not move forward with the rezone request. According to tax forms provided by the Applicants, they utilized their property for hay production from 2007 to 2011 and for beef cattle from 2013 through 2019. On or around December 14, 2020, the Applicants inquired into the status of their rezone application. On December 14, 2020, County staff notified them that their rezone request file had not been closed or denied. The County stated that, to move forward with request, the Applicant would need to provide the information requested in the August 2007 and October 2007 County letters as well as documentation outlining the properties' compliance with the Agricultural Current Use Tax program. *Exhibit 1, Staff Report, pages 7 and 8; Exhibit 1.I; Exhibit 1.J.*

5. On December 17, 2020, the Applicants replied to the County via email, stating that they produced hay on a total of 11.93 acres between the two parcels and that their efforts did not produce enough hay to sustain any kind of income or commercial business. The

Applicants stated that they then utilized the property for cows and that the hayfield did not produce enough hay for the five cows they kept on-site and were required to purchase additional hay to provide for them. The Applicants explained that their efforts over the past 15 years demonstrated that the land does not substantiate any kind of commercial business and accordingly, they renewed their interest in the request to rezone the property to the Rural (R) zoning designation.

As stated above in Finding 4, the Applicant provided tax forms which indicate that the Applicant utilized the property for hay production from 2007 to 2011 and for beef cattle from 2013 through 2019. The tax forms also indicate that the Applicants experienced a loss for 13 out of the 15 years. *Exhibit 1.J.*

6. On January 5, 2021, the County Assessor recorded a Notice of Removal of Current Use Classification and Additional Tax Calculations at the Applicant's request. The notice removed the property as being classified as Farm and Agricultural Land. *Exhibit 1.O.*

7. On October 31, 2022, the County sent the Applicant a letter ("October 2022 County letter") explaining that the County needed additional information. Specifically, the County requested the same information requested in the August 2007 County letter, described in above in Finding 1, for the years 2006-2022. The October 2022 letter also explained that the County intended to recommend that the Hearing Examiner deny the application if the County did not receive a formal response from the Applicant with 45 days. *Exhibit 1.M.*

Application and Notice

8. As noted above, the Applicants request a rezone of two parcels from the Rural Agriculture (RA) zoning designation to the Rural (R) zoning designation. The western parcel is 11.15 acres and located at 221 Baker View Lane.[2] The eastern parcel is ten acres in size and located at 227 Baker View Lane.[3] Each parcel is developed with a single-family residence. Access to both properties is provided by Baker View Lane, a private road. *Exhibit 1, Staff Report, pages 1 and 2; Exhibit 1.C; Exhibit 2; Exhibit 3.*

9. Island County (County) determined that the application was complete on July 27, 2007. On August 7, 2007, the County provided notice of the application by mailing notice to neighboring property owners and to reviewing agencies and publishing notice in the *Stanwood/Camano News*, with a comment deadline of August 21, 2007. The same day, the Applicant posted notice on-site. On February 28, 2023, the County provided notice of the open record hearing associated with the application by mailing notice to interested parties. *Exhibit 1, Staff Report, page 2; Exhibit 1.P; Exhibit 4.*

[2] The property is identified as tax parcel number R33219-330-3170. *Exhibit A, Staff Report, page 1.*
[3] The property is identified as tax parcel number R33219-328-3520. *Exhibit A, Staff Report, page 1.*

10. The County received three comments on the proposed rezone in August 2007 from neighboring property owners in response to its notice materials. The comments are as follows:

- Starlene Cook and Jason Nevilier expressed concerns about the proximity of existing residences near their home, additional residential development in the area, maintenance of the Baker View Lane, drainage, and the agricultural nature of the area. They requested additional information about the potential subdividing of the properties and access to the properties.
- Connie and Steve Kirken stated that neighboring property owners and the previous owner of the subject properties have been able to successfully grow hay on their properties. The Kirkens also expressed concerns that the subject properties contain a wetland.
- Murrell and Ed Barnett echoed concerns about drainage. The Barnetts also expressed concerns about the Applicants obtaining a road easement connecting to Arrowhead Road and about the need for farmland and open space.

Exhibit 1, Staff Report, pages 2 and 7; Exhibit 1.Q.

State Environmental Policy Act

11. The County acted as lead agency and analyzed the environmental impacts of the project as required by the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). Initially, County staff indicated that a SEPA Determination for the application was not being issued because County staff recommended denial of the application and that, if the Hearing Examiner recommended approval or the Board of County Commissioners approved the proposal, the County would issue a SEPA Determination. At the open record hearing on March 13, 2023, the Hearing Examiner stated that a SEPA Determination needed to be issued prior to open record hearing because appeals of the SEPA Determination would be upheld in a consolidated hearing with the rezone request before the Hearing Examiner. Accordingly, the Hearing Examiner made a ruling to reopen the open record hearing on March 31, 2023, to allow for the County to issue a SEPA Determination.

After analyzing the Applicant's environmental checklist and other available information, the County determined that the project would not have a probable significant adverse impact on the environment. Accordingly, the County issued a Determination of Nonsignificance (DNS) on March 13, 2023. The same day, the County provided notice of the DNS by mailing or emailing notice to interested parties. The County did not receive any comments on the DNS, and the DNS was not appealed. *Exhibit 1, Staff Report, page 11; Exhibit 1.D; Exhibit 4.F; Exhibit 4.G; Exhibit 5.*

Comprehensive Plan and Zoning

12. The two subject parcels are designated "Rural Lands" by the County Comprehensive plan.[4] County staff indicated that the 1998 County Comprehensive Plan considered retention of farmland important. Specifically, County staff pointed to the Vision Statement, which states the following:

- Rural character is one of the County's must valued assets, providing diversity, a sense of community, and the quality of life desired by many residents.
- Farming plays a very important role in Island County, even though many farms are small in scale. Large or small, throughout both islands, all farms in Island County, including tree farms, have unique value by contributing to the County's rural character.
- Though it is hard to describe in words, "rural character" is a crucial element of the County's economy and culture – and one of the few things virtually all residents agree is essential to the quality of life here. Rural character not only makes people "feel good" about the place where they live and provides a cultural connection to the County's past – it also has a very clear dollars-and-cents benefit. Rural character (which would not exist without the County's farms and forests) is the basis for the County's important tourist industry. It is also a magnet for retirees and their dollars, as well as for businesses that consider locating here to provide a higher quality of life for their employees.
- It is important as a matter of policy for the County to help keep farmers here farming, including those on limited acreage, especially in the face of growing pressures for residential and commercial development.

County 1998 Comprehensive Plan, Revised May 2006, pages 1-11 through 1-12.

County staff opined that the Applicant's stated purpose of the requested rezone is to convert the parcels from the Rural Agriculture zoning designation to Rural zoning designation is to subdivide the parcels for residential development and that such a division would be "contrary to the vision of the County in the Comprehensive Plan." *Exhibit 1, Staff Report, page 9.*

13. As noted above, the subject parcels are currently zoned Rural Agriculture (RA). The Applicant requests that the parcels be rezoned to the Rural (R) zoning district. Site-specific rezones are processed as Type III decision. Surrounding properties are located within the Rural zoning district. *Island County Code (ICC) 17.03.220. Exhibit 1, Staff Report, pages 2 and 3.*

[4] During the open record hearing on March 13, 2023, County Senior Planner John Lanier stated that the subject parcels were designated "Rural Lands" under the 1998 and the 2006 versions of the County Comprehensive Plan.

Existing Site and Surrounding Uses

14. As noted above, each parcel is developed with a single-family residence and is accessed by Baker View Lane. The surrounding area is characterized by residential development. *Exhibit 1, Staff Report, pages 2 and 3.*

Site-Specific Rezone

15. Reclassification from the RA zoning district to the R zoning district shall be granted upon finding that the property owner cannot make reasonable agriculture use of the property if classified RA, considering the factors contained in Washington Administrative Code (WAC) 365-190-050, and where the inability to make commercial farm use of the property is not due to the action or inaction of the property owner. *ICC 17.03.220.D.5.* County staff analyzed the application for compliance with the requirements for a rezone under ICC 17.03.220.D.5, including the factors contained in WAC 365-190-050. The factors under WAC 365-190-050, together with County staff's analysis (in italics), are as follows:

- **WAC 365-190-050(3)(a)**: The land is not already characterized by urban growth. To evaluate this factor, counties and cities should use the criteria contained in WAC 365-196-310. *Both parcels are developed with single-family residences. The surrounding parcels are characterized by single-family residences, and the overall density of development on the subject and surrounding parcels is low and do not meet the characteristics of urban growth.*
- **WAC 365-190-050(3)(b):** The land is used or capable of being used for agricultural production. This factor evaluates whether lands are well suited to agricultural use based primarily on their physical and geographic characteristics. Some agricultural operations are less dependent on soil quality than others, including some livestock production operations.
    - Lands that are currently used for agricultural production and lands that are capable of such use must be evaluated for designation. The intent of a landowner to use land for agriculture or to cease such use is not the controlling factor in determining if land is used or capable of being used for agricultural production. Land enrolled in federal conservation reserve programs is recommended for designation based on previous agricultural use, management requirements, and potential for reuse as agricultural land. *The parent parcel of the subject parcels (R33219-335-3280) was approved for the Open Agriculture Tax Program via Application No. OA 02-94 on June 20, 1994. Application OA 02-94 included an owner declaration by previous owners of the parcel that they made an annual gross income of $100.00 per acre per year from 1989 to 1993 through cultivating hay and grazing. The subject parcels remained in the Open Agriculture Tax Program until voluntary withdrawal on January 5, 2021. In the current Zoning Amendment Application ZAA 307/07, the Applicants stated that they made a gross income of $1000 from the parcels for 2006.*

- In determining whether lands are used or capable of being used for agricultural production, counties and cities shall use the land-capability classification system of the United States Department of Agriculture Natural Resources Conservation Service as defined in relevant Field Office Technical Guides. These eight classes are incorporated by the United States Department of Agriculture into map units described in published soil surveys, and are based on the growing capacity, productivity and soil composition of the land. *A USDA Natural Resources Conservation Service Custom Soil Resource Report, dated February 2, 2021, states that the soils on the subject parcels are composed of the following: Coveland loam, 35.4 percent, Prime farmland if drained; Elwah-Zylstra-Morancreek, 11.9 percent, Prime farmland if irrigated; Mitchellbay gravelly sandy loam, percent, All areas are prime farmland; Everett-Alderwood complex, 8.0 percent, Prime farmland if irrigated; Indianola loamy sand, 34.5 percent, Prime farmland if irrigated. In summary, 10.1 percent of the subject parcels' area is prime farmland with no interventions, 54.4 percent is prime farmland if irrigated, and 35.4 percent is prime farmland if drained.*

- The land has long-term commercial significance for agriculture. In determining this factor, counties and cities should consider the following nonexclusive criteria, as applicable:
  - The classification of prime and unique farmland soils as mapped by the Natural Resources Conservation Service. *The USDA Natural Resources Conservation Service Custom Soil Resource Report dated February 2, 2021, states that 10.1 percent of the subject parcels consists of soils that are prime with no interventions. The remaining 89.9 percent of the soils on the parcel are prime if the proper interventions such as irrigation or drainage are applied.*
  - The availability of public facilities, including roads used in transporting agricultural products. *The subject parcels are immediately adjacent to Arrowhead Road, an Island County Collector Road. Arrowhead Road connects with E North Camano Drive, an Island County Major Arterial, which in turn intersects with Washington State Route 532, a Washington State Highway. The distance between the subject parcels and State Route 532 is less than two miles.*
  - Tax status, including whether lands are enrolled under the current use tax assessment under chapter 84.34 RCW and whether the optional public benefit rating system is used locally, and whether there is the ability to purchase or transfer land development rights. *The subject parcels were enrolled in the Open Agriculture Tax Program from June 20, 1994, until they were voluntarily withdrawn at the owners' request on January 5, 2021.*

- The availability of public services. *The standard public services are available to the subject parcels.*
- Relationship or proximity to urban growth areas. *There are no Urban Growth Areas on Camano Island. The nearest Urban Area is the City of Stanwood, which is several miles distant, on the mainland, in Snohomish County.*
- Predominant parcel size. *The subject parcels are 11.15 and 10 acres. Per Island County Code 17.03.090 – Rural Agriculture Zone, the minimum parcel size in the Rural Agriculture zone shall be ten (10) acres.*
- Land use settlement patterns and their compatibility with agricultural practices. *The surrounding parcels are in the Rural zone, which per Island County Code 17.03.060 has limitations on density and uses, which are designed to provide for a variety of rural lifestyles and to ensure compatible uses. All adjacent parcels are either developed with single-family residences or vacant, and the average size of all adjacent parcels is 4.28 acres. The Rural zone allows for a wide variety of agricultural uses, so the overall pattern of land use and settlement in the area is compatible with agricultural practices.*
- Intensity of nearby land uses. *All adjacent parcels are either vacant land, forested, or developed with single-family residences and accessory structures. The intensity of land use on adjacent parcels is low. The Utsalady Rural Area of Intensive Development (RAID) is approximately 250 feet away from the subject parcels but not immediately adjacent. The Utsalady RAID is a much more intensely developed area, but according to WAC 365-196-425(6), counties may establish Limited Areas of More Intense Rural Development (LAMIRD) to plan for isolated pockets of more intense development in the rural area.*
- History of land development permits issued nearby. *An analysis of land use development permits on the adjacent parcels found that development in the immediate area has been exclusively that which is associated with single-family residences and accessory structures.*
- Land values under alternative uses. *The parent parcel that the permit was originally associated with had an assessed market value of $150,000 in 2006. At the time, the assessed current use value was $6,736. Current assessed market value as of 2022 for R33219-330-3170 is $1,144,106, and R33219- 328-3520 is $911,087.*
- Proximity to market. *The parcels are located within the Seattle-Tacoma-Olympia Combined Statistical Area, and approximately 58 miles from Downtown Seattle. The Seattle-Tacoma-Bellevue, WA Metropolitan Statistical Area was the 15th largest metropolitan statistical area in the United States as of 2021 according to the US Census Bureau, and home to over half of the population of Washington State. The parcels are less than*

two miles away from State Highway 532, which connects directly to Interstate-5, the main north-south transportation route for the west coast of the United States.

Exhibit 1, Staff Report, pages 3 through 7.

16. County staff determined that the application does not meet the criteria for a rezone under ICC 17.03.220.D.5. Specifically, County staff contend:
    - The Applicants state that they have been unable to make a profit from the property, but have not submitted factual, substantiating evidence to the County supporting their claim. The tax records for the parcels from the original Open Agriculture Tax Program application by the previous owner, Mr. Dale Yust, approved on June 20, 1994, record consecutive profits from raising cattle for the period of 1991 to 1993 of $5,281, $3,890, and $1,526, respectively. The historical tax records for the parcels show that they had been agriculturally profitable under a previous owner raising cattle.
    - The Applicants stated that in 2006 they made a gross profit of $1,000 growing hay, and paid $5,174.64 in taxes, for an overall net loss. ICC 17.03.220.D.5 states that the inability of the owner to make Commercial Farm Use of the property cannot be due to the action or inaction of the owner. In this case, there is a documented history of profitable agricultural use of the property by raising cattle, whereas the Applicants state that they have been growing hay for a net loss. The Applicants have not supplied the requested factual and substantive evidence requested previously by the Planning Department that would show beyond a reasonable doubt that the soils are unsuited for agriculture, that they have made good faith attempts to profit from the land, and that any another owner would also be unsuccessful in profiting from agricultural operations of any kind on the parcels. Aerial photos show continued agricultural production on the subject parcels.

    Exhibit 1, Staff Report, pages 8 and 9.

17. The Applicants provided a response to the recommendation of County staff, which asserts the following:
    - Out of the three residences that submitted comments on the proposal to the County in 2007, only one person is still living on Camano Island. Several people could have commented but chose not to.
    - The parcels were previously classified under the County's Current Use Farm and Agriculture program until the parcels were removed from the Current Use Tax Program (CUTP) at their request, as they believed the County would allow the parcels to be rezoned from RA to R as they were not able to make any money on the land. The Applicant paid the taxes, penalties, and interest for the prior years in the amount of $42,678.94 on January 5, 2021.

- The surrounding parcels are characterized by single-family residences and the overall density of development on the subject and surrounding parcels are all Rural, with the exception of Buena Vista, which is a large neighboring development west of the subject property along Arrowhead Road.
- The Applicants have grown hay for many years and could not make reasonable use of the property. The Applicants then kept cows on the property, but the property is too small and did not produce enough hay to support even a few cows. The property also contains a very large drainage ditch.
- The prior owner was in the CUTP but only had one year of tax documentation to prove income for farming. The "farm" was located at 615 Arrowhead, where the previous owner owned several acres.
- The County states that the Applicant made $1000 in 2006. However, the Applicant did not make money in 2006 because they had just purchased the property in May 2006.
- The proposed rezone would be consistent with the surrounding neighborhood, which is zoned Rural. The proposed rezone would not alter the character and density of the neighborhood.
- The hay field could be maintained, but the rezone would allow the residences on the right to be taken away from the hay field. The ridge has always been rural, but the prior owner wanted to have a tax break and so the entire 21.15 acres into agriculture because 20 acres was required to be zoned for agriculture. The County stated that there are only seven acres in agriculture yet the entire 21.15 are in agriculture. The Applicant would accept 14 acres in agriculture.
- The same soils are found in several areas of Camano Island on parcels that are ten acres or more in size, however, these parcels are zoned Rural.
- The previous owner owned a large working farm at 615 Arrowhead Road. His profitability stemmed from that working farm. The Applicants would have left the CUTP immediately because they were not able to make reasonable agricultural use of the property but could not afford to pay the back taxes, penalties, and interest that had accrued from the prior owner which the Applicants would have been responsible to pay.

Exhibit 7.

Testimony

March 13, 2023

18. County Senior Planner John Lanier testified generally about the proposal and explained that it vested on July 27, 2007, but is subject to current procedural review processes. He noted that County staff takes the position that there is no time limit for vesting of rezone applications (and, apparently, permit applications never expire). He explained that any subsequent application for further development of the property would be subject to current development regulations. He clarified that the property is designated Rural Lands under 1998 Comprehensive Plan and the 2006 revision. Mr. Lanier stated that members

of the public had an additional opportunity to submit comments on the proposal after the notice of the hearing was sent out but that the County did not receive any additional comments. He explained that the County did not issue a SEPA Determination for the proposal because County staff was recommending denial of the application. *Testimony of Mr. Lanier.*

19. County Clerk for the Hearing Examiner Nicole Wheat explained that the Applicant provided additional information about a week before the open record hearing. *Testimony of Ms. Wheat.*

20. Assistant Director of the Planning and Community Development Department Jonathan Lang explained that typically the County utilizes the optional DNS process and provides notice of the DNS at the same time as the notice of the application. He echoed that the County did not issue a SEPA Determination because County staff was recommending denial of the proposal. *Testimony of Mr. Lang.*

21. The Hearing Examiner explained that the Hearing Examiner is required to conduct a single, consolidated hearing addressing a land use application and any appeals of the SEPA determination (when a local jurisdiction, like Island County, allows for an administrative SEPA appeal to the Hearing Examiner). Further, the Hearing Examiner stressed to planning staff that any given project is either exempt from review under SEPA or requires a determination to be made and issued by the jurisdiction's SEPA Responsible Official and that this is a mandatory process under state law, regardless of staff's ideas about whether a pending land use application warrants approval or denial.

    Further, the Hearing Examiner attempted to convey that staff is not tasked with—nor justified in—efforts to streamline the review process in matters requiring a decision by the Hearing Examiner or (even more egregiously in this case), require a mere recommendation by the Hearing Examiner following an open record hearing and then a final decision by the County's elected Board of Commissioners. Accordingly, the Hearing Examiner ordered the hearing to be reopened on March 31, 2023, and ordered the County to issue a SEPA Determination as required by law. *Oral Ruling of the Hearing Examiner.*

March 31, 2023

22. Mr. Lanier testified that the County issued a Determination of Nonsignificance for the proposal on March 13, 2023, and that the DNS was not appealed. He noted that the parcels had been removed from the Current Use Tax Program (CUTP). He stated that the proposed rezone would not be consistent with the 1998 County Comprehensive Plan, which puts importance on agriculture. He explained that the County had requested additional information from the Applicants, including evidence demonstrating that the parcels could not be used for agriculture. Mr. Lanier clarified that the Applicant had not

provided information about how the on-site soils restrict the Applicant from making reasonable agricultural use of the property with irrigation or drainage. *Testimony of Mr. Lanier.*

23. Applicant Kathy Weber explained that most of the public commenters from 2007 were no longer living in the area surrounding the subject parcels. She noted that parcels are obstructed from view from Arrowhead Road and any subsequent residential development would not be visible from Arrowhead Road. She stated that the proposed rezone would be consistent with the rural character and residential development of the surrounding area. She explained it was difficult to remove the property from the CUTP because of the back taxes that would be owed.

    Ms. Weber stated that the previous owner was able to have a profitable farm on his nearby property, not on the subject parcels. She also commented that the previous owner used to work for the County and knew how to utilize the tax system to help make the farm profitable. She explained that the previous owner chose to have the properties classified as Rural Agriculture rather than Rural. She stated that the property does not have enough acres of prime soil to make any kind of reasonable agricultural use of the property. She stated that other properties in the area have similar soils and are zoned Rural. Ms. Weber noted that the property also contains a large drainage ditch. *Testimony of Ms. Weber.*

24. Mr. Lang explained that the proposal was for a rezone, not any subsequent short platting or residential development. He explained that the rezone request recommendation (from the Hearing Examiner – not County planning staff) would go forward to the County Board of Commissioners to make a final decision. *Testimony of Mr. Lang.*

Staff Recommendation

25. Mr. Lanier testified that County staff continues to recommend denial of the rezone application. *Exhibit 1, Staff Report, page 10.*

CONCLUSIONS

Jurisdiction

The Island County Hearing Examiner is authorized to make a recommendation to the County Board of Commissioners for site-specific rezones. *ICC; 16.13.110; ICC 16.19.170.D.*

Criteria for Review

Zoning reclassifications that are compliant with the Comprehensive Plan and occur within the land use designation "Rural Lands", as established in the Comprehensive Plan Future Land Use map, shall be processed as a Type III application and processed pursuant to section 16.19.170:

A. Rural (R).
B. Rural Forest (RF).

C. Rural Agriculture (RA).
D. Commercial Agriculture (CA).
E. Parks (P).

ICC 17.03.220.1.

Reclassification from CA to RA for lands not included in a farm management plan and RA to R shall be granted if requested by the owner upon finding that the owner cannot make reasonable agricultural use of the property if classified CA or RA, considering the factor contained in WAC 365-190-050 and where the inability to make commercial farm use of the property is not due to action or inaction of the owner. Factual information provided by the owner shall be given substantial weight. *ICC 17.03.220.D.5.*

WAC 365-19-050 provides:

(1) In classifying and designating agricultural resource lands, counties must approach the effort as a county-wide or area-wide process. Counties and cities should not review resource lands designations solely on a parcel-by-parcel process. Counties and cities must have a program for the transfer or purchase of development rights prior to designating agricultural resource lands in urban growth areas. Cities are encouraged to coordinate their agricultural resource lands designations with their county and any adjacent jurisdictions.
(2) Once lands are designated, counties and cities planning under the act must adopt development regulations that assure the conservation of agricultural resource lands. Recommendations for those regulations are found in WAC 365-196-815.
(3) Lands should be considered for designation as agricultural resource lands based on three factors:
    (a) The land is not already characterized by urban growth. To evaluate this factor, counties and cities should use the criteria contained in WAC 365-196-310.
    (b) The land is used or capable of being used for agricultural production. This factor evaluates whether lands are well suited to agricultural use based primarily on their physical and geographic characteristics. Some agricultural operations are less dependent on soil quality than others, including some livestock production operations.
        (i) Lands that are currently used for agricultural production and lands that are capable of such use must be evaluated for designation. The intent of a landowner to use land for agriculture or to cease such use is not the controlling factor in determining if land is used or capable of being used for agricultural production. Land enrolled in federal conservation reserve programs is recommended for designation based on previous agricultural use, management requirements, and potential for reuse as agricultural land.
        (ii) In determining whether lands are used or capable of being used for agricultural production, counties and cities shall use the land-capability

classification system of the United States Department of Agriculture Natural Resources Conservation Service as defined in relevant Field Office Technical Guides. These eight classes are incorporated by the United States Department of Agriculture into map units described in published soil surveys, and are based on the growing capacity, productivity and soil composition of the land.

(c) The land has long-term commercial significance for agriculture. In determining this factor, counties and cities should consider the following nonexclusive criteria, as applicable:

(i) The classification of prime and unique farmland soils as mapped by the Natural Resources Conservation Service;

(ii) The availability of public facilities, including roads used in transporting agricultural products;

(iii) Tax status, including whether lands are enrolled under the current use tax assessment under chapter 84.34 RCW and whether the optional public benefit rating system is used locally, and whether there is the ability to purchase or transfer land development rights;

(iv) The availability of public services;

(v) Relationship or proximity to urban growth areas;

(vi) Predominant parcel size;

(vii) Land use settlement patterns and their compatibility with agricultural practices;

(viii) Intensity of nearby land uses;

(ix) History of land development permits issued nearby;

(x) Land values under alternative uses; and

(xi) Proximity to markets.

Conclusions

The proposed rezone would satisfy the criteria for approval under ICC 17.03.220.D.5. The Applicants originally applied for the proposed rezone in 2007. After the County determined that the Applicants had not provided sufficient information to show that they could not make reasonable agricultural use of the property, the Applicants turned to try to make reasonable agricultural use of the parcels—all while the 2007 rezone application remained dormant, apparently.

Now, the Applicants have provided information demonstrating that, for 15 years, they attempted to make reasonable agricultural use of the property. Tax records from 2007 to 2019 demonstrate that the Applicants first tried to use their land for hay production, then beef cattle. These tax records also demonstrate that the Applicants suffered a loss 13 out of those 15 years. County staff's own review disagrees and stresses that, in several years, the Applicant's agricultural efforts produced profits…. Or, alternatively, that the previous property owner successfully used the properties for agricultural (cattle) for the three-year period prior to the Applicants taking

ownership. This entailed earnings of approximately $10,000 total over those three years – or, put differently, approximately $158/acre of "profitability" for the site. While ICC 17.03.220.D.5 requires staff to give "substantial weight" to factual information provided by a property owner, the Applicants were provided no such deference here. Moreover, staff appears to have determined that an applicant must establish a lack of agricultural profitably "beyond a reasonable doubt."

Neither the Island County Code nor WAC 365-19-050 envision anything close to this type of burden. In fact, the "beyond a reasonable doubt" standard is *only* used in criminal law and is the most onerous burden that exists. The Hearing Examiner has been unable to determine how or why staff decided it would be appropriate to read such a requirement into the municipal code in these circumstances and doggedly adhere to the error for over 15 years.

Regardless, the County eventually issued a DNS for the proposal, which was not appealed (but only after being directed to do so regardless of staff's insistence on the application being denied). The County provided reasonable notice and opportunity to comment on the proposed rezone. Several members of the public raised concerns in 2007 about access, the compatibility of the rezone with the surrounding area, the historical agriculture use of the property, and density. The County did not receive any additional comments when the County provided notice of the open record hearing in February 2023 and no members of the public testified at the open record hearing.

The proposed rezone would be consistent with the intensity, size, character, and uses of surrounding properties. The two subject parcels are designated Rural Lands by the County Comprehensive Plan. This designation encompasses both the Rural (R) and Rural Agriculture (RA) zoning districts. The parcels are surrounded by parcels that are vacant, forested, or developed with single-family residences. The average size of all adjacent parcels is 4.28 acres, and all surrounding parcels are zoned Rural. The two parcels are currently 11.15-acres and 10-acres in size, larger than the parcels in the surrounding area. A rezone would make the subject parcels more consistent with the surrounding area.

In addition, in 2021, the County Assessor recorded a Notice of Removal of Current Use Classification and Additional Tax Calculations. The notice removed the property as being classified as Farm and Agricultural Land. Finally, the Applicant clearly made good faith efforts to respond to County staff's requests for additional information, despite it being unclear whether staff ever reviewed said information without predetermining denial of the permit as inevitable. *Findings 1 – 25.*

RECOMMENDATION

Based on the above findings and conclusions, the Hearing Examiners recommends **APPROVAL** of the request for a zone reclassification of two parcels, located at 221 and 227 Baker View Lane, Camano Island, from the Rural Agriculture (RA) zoning designation to the Rural (R) zoning designation.

RECOMMENDED this 18th day of May 2023.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339 ■ from S. Whidbey (360) 321-5111, Ext. 7339 FAX: (360) 679-7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000
Internet Home Page: https://www.islandcountywa.gov/Planning/Pages/Home.aspx

STAFF REPORT & RECOMMENDATION
TYPE III ZONING AMENDMENT – 307/07 ZAA – WEBER
RURAL AGRICULTURE TO RURAL ZONE

I – PROJECT SUMMARY

James and Kathy Weber, property owners, are requesting a site-specific rezone of parcels R33219-330-3170 and R33219-328-3520. The subject properties are currently in the Rural Agriculture (RA) zone and the proposal is to rezone said properties into the Rural (R) zone. The subject properties consist of an 11.5-acre parcel with a single-family residence, and a 10-acre parcel with a single-family residence. Both parcels are accessed by Baker View Lane, a private road, and all adjacent parcels are zoned Rural (R).

Staff has reviewed the original application and all additional submitted materials. After review of Island County Code section 17.03.220 – Zoning amendments and the 1998 Island County Comprehensive Plan as amended in 2006, staff finds that the proposal does not meet the applicable code. Analysis of relevant code sections is found below.

II – PERMIT DATA

Permit Type	Type III
Permit Number	ZAA 307/07
Date of Complete Application	July 27, 2007
Recommendation	Denial
Recommendation Date	January 18, 2023
Applicant/Owner	James and Kathy Weber
Agent	N/A

III – SITE DATA

Addresses	221 & 227 Baker View Lane, Camano Island
Parcel Number(s)	R33219-330-3170 R33219-328-3520
Parcel Area(s)	R33219-330-3170: 11.15 acres R33219-328-3520: 10 acres
Zone Designation	Rural Agriculture (RA)

RAID Designation	N/A
Plat	N/A
Allowable Density	1 DU per 10 acres
Critical Areas/Overlays	Steep Slopes, Within the vicinity of RA
Shoreline Environment	N/A

IV – STAFF CONTACT

Department	Name	Phone	Email
Planning	John Lanier	360-678-7811	j.lanier@islandcountywa.gov

V – REGULATORY COMPLIANCE

Regulatory Requirement	Complies (Y/N)	Comments
Land Use Standards – ICC 17.03.220	No	Does not meet criteria
Agricultural Resource Lands – WAC 365-190-050	No	Does not meet criteria
Application/Decision Types, Permit Classifications, and Urban Growth Area/Joint Planning Area Procedures – ICC 16.19.040	Yes	Meets criteria
Island County Comprehensive Plan (1998)	No	Does not meet criteria

VI – PUBLIC COMMENTS

Island County received three public comments during the public comment period of August 7, 2007, to August 21, 2007. All public comment was against the proposed rezone from RA to R with concerns stating that there was a long history of agricultural use of the parcels by previous owners, and that rezoning from Rural Agriculture to Rural would alter the character and density of the neighborhood.

VII – FINDINGS

Only major issues, errors in the development proposal, and justification of conditions are discussed below. Staff finds that all other aspects of the proposed development comply with applicable laws, rules, codes, and requirements.

1. Zoning Amendment Application 307/07 ZAA (**Exhibit C**) was submitted on July 12, 2007 and notice of complete application was mailed to the applicants on July 27, 2007. In accordance with ICC 16.19.110 – Vesting of Applications, 307/07 ZAA is vested

under the zoning and development regulations in effect on the date of notice of completed application.

2. Per ICC 17.03.220, site-specific zoning amendments reclassifying from Rural Agriculture (RA) to Rural (R) shall be processed as a Type III decision in accordance with ICC 16.19.170.

3. Per ICC 17.03.220.D.5, reclassification from RA to R shall be granted if requested by the owner upon finding that the owner cannot make reasonable agricultural use of the property if classified CA or RA, considering the factor contained in WAC 365-190-050 and where the inability to make commercial farm use of the property is not due to action or inaction of the owner. Factual information provided by the owner shall be given substantial weight.

4. Per WAC 197–11–800(12)(b), rezones are not exempt from a SEPA threshold determination. A SEPA environmental checklist (**Exhibit D**) has been submitted as a part of the application.

5. The surrounding area is characterized by residential use. The subject parcels are surrounded by parcels within the Rural zone.

6. The landowner has requested that above referenced parcels be rezoned from Rural Agriculture to Rural. The subject properties are 11.15 and 10 acres, and were previously classified under Island County's Current Use Farm and Agriculture program until removal at the request of the property owners on January 5, 2021.

7. This application does not meet the minimum requirements set forth in ICC 17.03.220.D.5 for rezones from Rural Agriculture to Rural. The property owner shall show that they cannot make Reasonable Agricultural Use of the parcels, considering the factors contained in WAC 365-190-050 and where the inability to make Commercial Farm Use of the property is not due to action or inaction of the owner. Factual information provided by the Owner shall be given substantial weight.

    A. *WAC 365-190-050(3)(a) – The land is not already characterized by urban growth. To evaluate this factor, counties and cities should use the criteria contained in WAC 365-196-310.*

       Finding: Both parcels are developed with single-family residences. The surrounding parcels are characterized by single-family residences, and the overall density of development on the subject and surrounding parcels is low and do not meet the characteristics of urban growth.

    B. *WAC 365-190-050(3)(b) – The land is used or capable of being used for agricultural production. This factor evaluates whether lands are well suited to*

agricultural use based primarily on their physical and geographic characteristics. Some agricultural operations are less dependent on soil quality than others, including some livestock production operations.

i. Lands that are currently used for agricultural production and lands that are capable of such use must be evaluated for designation. The intent of a landowner to use land for agriculture or to cease such use is not the controlling factor in determining if land is used or capable of being used for agricultural production. Land enrolled in federal conservation reserve programs is recommended for designation based on previous agricultural use, management requirements, and potential for reuse as agricultural land.

Finding: The parent parcel of the subject parcels (R33219-335-3280) was approved for the Open Agriculture Tax Program via Application No. OA 02-94 on June 20, 1994. Application OA 02-94 included an owner declaration by previous owners of the parcel that they made an annual gross income of $100.00 per acre per year from 1989 to 1993 through cultivating hay and grazing. The subject parcels remained in the Open Agriculture Tax Program until voluntary withdrawal on January 5, 2021. In the current Zoning Amendment Application ZAA 307/07, the applicants stated that they made a gross income of $1000 from the parcels for 2006.

ii. In determining whether lands are used or capable of being used for agricultural production, counties and cities shall use the land-capability classification system of the United States Department of Agriculture Natural Resources Conservation Service as defined in relevant Field Office Technical Guides. These eight classes are incorporated by the United States Department of Agriculture into map units described in published soil surveys, and are based on the growing capacity, productivity and soil composition of the land.

Finding: A USDA Natural Resources Conservation Service Custom Soil Resource Report dated February 2, 2021 (**Exhibit E**) states that the soils on the subject parcels are composed of the following: Coveland loam, 35.4%, Prime farmland if drained; Elwah-Zylstra-Morancreek, 11.9%, Prime farmland if irrigated; Mitchellbay gravelly sandy loam, 10.1%, All areas are prime farmland; Everett-Alderwood complex, 8.0%, Prime farmland if irrigated; Indianola loamy sand, 34.5%, Prime farmland if irrigated. In summary, 10.1% of the subject parcels' area is prime farmland with no interventions, 54.4% is prime farmland if irrigated, and 35.4% is prime farmland if drained.

C. *WAC 365-190-050(3)(c) – The land has long-term commercial significance for agriculture. In determining this factor, counties and cities should consider the following nonexclusive criteria, as applicable:*

i. *The classification of prime and unique farmland soils as mapped by the Natural Resources Conservation Service*

Finding: The USDA Natural Resources Conservation Service Custom Soil Resource Report dated February 2, 2021, states that 10.1% of the subject parcels consists of soils that are prime with no interventions. The remaining 89.9% of the soils on the parcel are prime if the proper interventions such as irrigation or drainage are applied.

ii. *The availability of public facilities, including roads used in transporting agricultural products*

Finding: The subject parcels are immediately adjacent to Arrowhead Road, an Island County Collector Road. Arrowhead Road connects with E North Camano Drive, an Island County Major Arterial, which in turn intersects with Washington State Route 532, a Washington State Highway. The distance between the subject parcels and State Route 532 is less than two miles.

iii. *Tax status, including whether lands are enrolled under the current use tax assessment under chapter 84.34 RCW and whether the optional public benefit rating system is used locally, and whether there is the ability to purchase or transfer land development rights*

Finding: The subject parcels were enrolled in the Open Agriculture Tax Program from June 20, 1994, until they were voluntarily withdrawn at the owners' request on January 5, 2021.

iv. *The availability of public services*

Finding: The standard public services are available to the subject parcels

v. *Relationship or proximity to urban growth areas*

Finding: There are no Urban Growth Areas on Camano Island. The nearest Urban Area is the City of Stanwood, which is several miles distant, on the mainland, in Snohomish County.

vi. *Predominant parcel size*

Finding: The subject parcels are 11.15 and 10 acres. Per Island County Code 17.03.090 – Rural Agriculture Zone, the minimum parcel size in the Rural Agriculture zone shall be ten (10) acres.

vii. Land use settlement patterns and their compatibility with agricultural practices

Finding: The surrounding parcels are in the Rural zone, which per Island County Code 17.03.060 has limitations on density and uses, which are designed to provide for a variety of rural lifestyles and to ensure compatible uses. All adjacent parcels are either developed with single-family residences or vacant, and the average size of all adjacent parcels is 4.28 acres. The Rural zone allows for a wide variety of agricultural uses, so the overall pattern of land use and settlement in the area is compatible with agricultural practices.

viii. Intensity of nearby land uses

Finding: All adjacent parcels are either vacant land, forested, or developed with single-family residences and accessory structures. The intensity of land use on adjacent parcels is low. The Utsalady Rural Area of Intensive Development (RAID) is approximately 250 feet away from the subject parcels but not immediately adjacent. The Utsalady RAID is a much more intensely developed area, but according to WAC 365-196-425(6), counties may establish Limited Areas of More Intense Rural Development (LAMIRD) to plan for isolated pockets of more intense development in the rural area.

ix. History of land development permits issued nearby

Finding: An analysis of land use development permits on the adjacent parcels found that development in the immediate area has been exclusively that which is associated with single-family residences and accessory structures.

x. Land values under alternative uses

Finding: The parent parcel that the permit was originally associated with had an assessed market value of $150,000 in 2006. At the time, the assessed current use value was $6,736. Current assessed market value as of 2022 for R33219-330-3170 is $1,144,106, and R33219-328-3520 is $911,087.

xi. Proximity to markets

Finding: The parcels are located within the Seattle-Tacoma-Olympia Combined Statistical Area, and approximately 58 miles from Downtown Seattle. The Seattle-Tacoma-Bellevue, WA Metropolitan Statistical Area was the 15th largest metropolitan statistical area in the United States as of 2021 according to the US Census Bureau, and home to over half of the population of Washington State. The parcels are less than two miles away from State Highway 532, which connects directly to Interstate-5, the main north-south transportation route for the west coast of the United States.

D. Ability to make Commercial Farm Use of the Property (ICC 17.03.220.D.5)

On August 31, 2007, the Island County Planning Department sent the applicant's agent a Review Letter (**Exhibit F**) explaining the review criteria, and requesting that the applicants supply the following information:

i. Evidence showing that the soils of the two subject parcels are limited to Class III and Class IV soils as defined by the USDA Natural Resources Conservation Service. Additionally, explain how these soils restrict the applicant from making reasonable agricultural use of both of the parcels.
ii. Detailed information about the effort in 2006 to produce hay on both of the subject parcels. The details that should be included in this information are: acreage of both parcels devoted to hay production, date of planting, date (approximate) of each harvest, harvest yield (quantify in some manner), irrigation methods (if any), fertilizer used (if any), etc.
iii. Identification of what other agricultural uses have been explored, and an explanation of why they are not capable of being implemented on either of the subject parcels.

On October 31, 2007, the Island County Planning Department a second Review Letter (**Exhibit G**) to the applicant explaining that the information supplied in response to the original Review Letter was inadequate and incomplete, and once again reiterated the information requested in the August 31, 2007 Review Letter.

On December 14, 2020, the Island County Planning Department sent another Review Letter (**Exhibit H**) to the applicants in response to a request as to the status of the original application. The Review Letter reiterated the information requests from the previous Review Letters. The original application vested on July 27, 2007 was determined to have never been

closed or brought to the Hearing Examiner for a decision. The applicants requested that the Planning Department continue review of the original application, but they have not supplied any additional information other than proof that they voluntarily removed the parcels from the Open Agriculture Tax Program on January 5, 2021 (**Exhibit L**).

On August 9, 2021, the Island County Planning Department sent a review letter to the applicant regarding the removal of the original agent for the project (**Exhibit I**). Following the removal of the original agent, no new agent was added to the permit. An agent authorization form was sent along with the letter.

A second letter requesting the same information was sent by the Island County Planning Department on February 24, 2022 (**Exhibit J**). Following the second letter, the applicant contacted the Planning department stating that as the property owner, they were acting as their own agent and did not need to complete an agent authorization form.

On October 31, 2022, the Island County Planning Department sent a Letter of Impending Decision (**Exhibit K**) to inform the applicant that the Department would send a Recommendation to the Hearing Examiner that is likely to be a Denial if the previously requested information regarding agricultural practices is not received. No response was received.

Finding: The property owner states that they have been unable to make a profit from the property, but have not submitted factual, substantiating evidence to the Planning Department supporting their claim. The tax records for the parcels from the original Open Agriculture Tax Program application by the previous owner, Mr. Dale Yust (**Exhibit M**), approved on June 20, 1994, record consecutive profits from raising cattle for the period of 1991-1993 of $5,281, $3,890, and $1,526, respectively. The historical tax records for the parcels show that they had been agriculturally profitable under a previous owner raising cattle. The applicants stated that in 2006 they made a gross profit of $1,000 growing hay, and paid $5,174.64 in taxes, for an overall net loss. Island County Code 17.03.220.D.5 states that the inability of the owner to make Commercial Farm Use of the property cannot be due to the action or inaction of the owner. In this case, there is a documented history of profitable agricultural use of the property by raising cattle, whereas the applicants state that they have been growing hay for a net loss. The applicants have not supplied the requested factual and substantive evidence requested previously by the Planning Department that would show beyond a reasonable doubt that the soils are unsuited for agriculture, that they have made good faith attempts to profit from the land, and that any another owner would also be unsuccessful in profiting from agricultural operations of

any kind on the parcels. Aerial photos show continued agricultural production on the subject parcels.

8. Island County's 1998 Comprehensive Plan considered retention of farm land important, it is a key component of the Vision Statement. Excerpt inset below:

> Rural character is one of Island County's most valued assets, providing diversity, a sense of community, and the quality of life desired by many residents....
>
> Farming plays a very important role in Island County, even though many farms are small in scale. Large or small, throughout both islands, all farms in Island County, including tree farms, have unique value by contributing to the County's rural character.
>
> Though it is hard to describe in words, "rural character" is a crucial element of the County's economy and culture – and one of the few things virtually all residents agree is essential to the quality of life here. Rural character not only makes people "feel good" about the place where they live and provides a cultural connection to the County's past – it also has a very clear dollars-and-cents benefit. Rural character (which would not exist without the County's farms and forests) is the basis for the County's important tourist industry. It is also a magnet for retirees and their dollars, as well as for businesses that consider locating here to provide a higher quality of life for their employees.
>
> For all these reasons, it is important as a matter of policy for the County to help keep farmers here farming, including those on limited acreage, especially in the face of growing pressures for residential and commercial development. [*Island County 1998 Comprehensive Plan pages 1-11 through 1-12, Adopted September 28, 1998, Revised May 2006*]

It is the applicant's stated purpose to convert their property from Rural Agriculture to Rural zoning to subdivide for residential development. This is contrary to the vision of the County in the Comprehensive Plan; therefore the Zoning Amendment does not comply with the 1998 Comprehensive Plan as revised in 2006.

9. Pursuant to ICC 17.03.220 a request to rezone a property from Rural Agriculture to Rural is processed as a Type III with a recommendation from the Hearing Examiner to the Board of Island County Commissioners pursuant to 16.19.170.D. This process requires a public comment period. Island County received three public comments during the public comment period of August 7, 2007, to August 21, 2007. All public comment was against the proposed rezone from RA to R with concerns stating that there was a long history of agricultural use of the parcels by previous owners, and that rezoning

from Rural Agriculture to Rural would alter the character and density of the neighborhood.

10. Pursuant to ICC 17.03.220.E: *After county action on an application, no new application for reclassification of the same property may be considered for one (1) year from the date of action.*

VIII – SEPA THRESHOLD DETERMINATION

Island county is not issuing a SEPA Determination for this project at this time because staff is recommending denial of the project. If the project is approved at the Hearing Examiner or Board of County Commissioner level, a final DNS will be issued.

IX – RECOMMENDATION

Based upon the above review, Island County staff concludes the proposed ZAA 307/07 is not consistent with the Washington Administrative Code, the Island County Comprehensive Plan, and the Island County Zoning Code; and hereby, makes the recommendation to deny Zoning Amendment application ZAA 307/07.

X – APPEALS

A quasi-judicial site-specific rezone decision of the Board of Commissioners after a recommendation from the hearing examiner is a final county land use decision. A person with standing seeking further review of a final county land use decision, within twenty-one (21) days of the issuance of the decision, must both file a petition for review in the Island County Superior Court and serve the petition on all necessary parties in conformity with the requirements of the State Land Use Petition Act, Chapter 36.70C RCW.

SIGNED THIS 18 DAY OF JANUARY 2023

John Lanier

John Lanier, Senior Planner

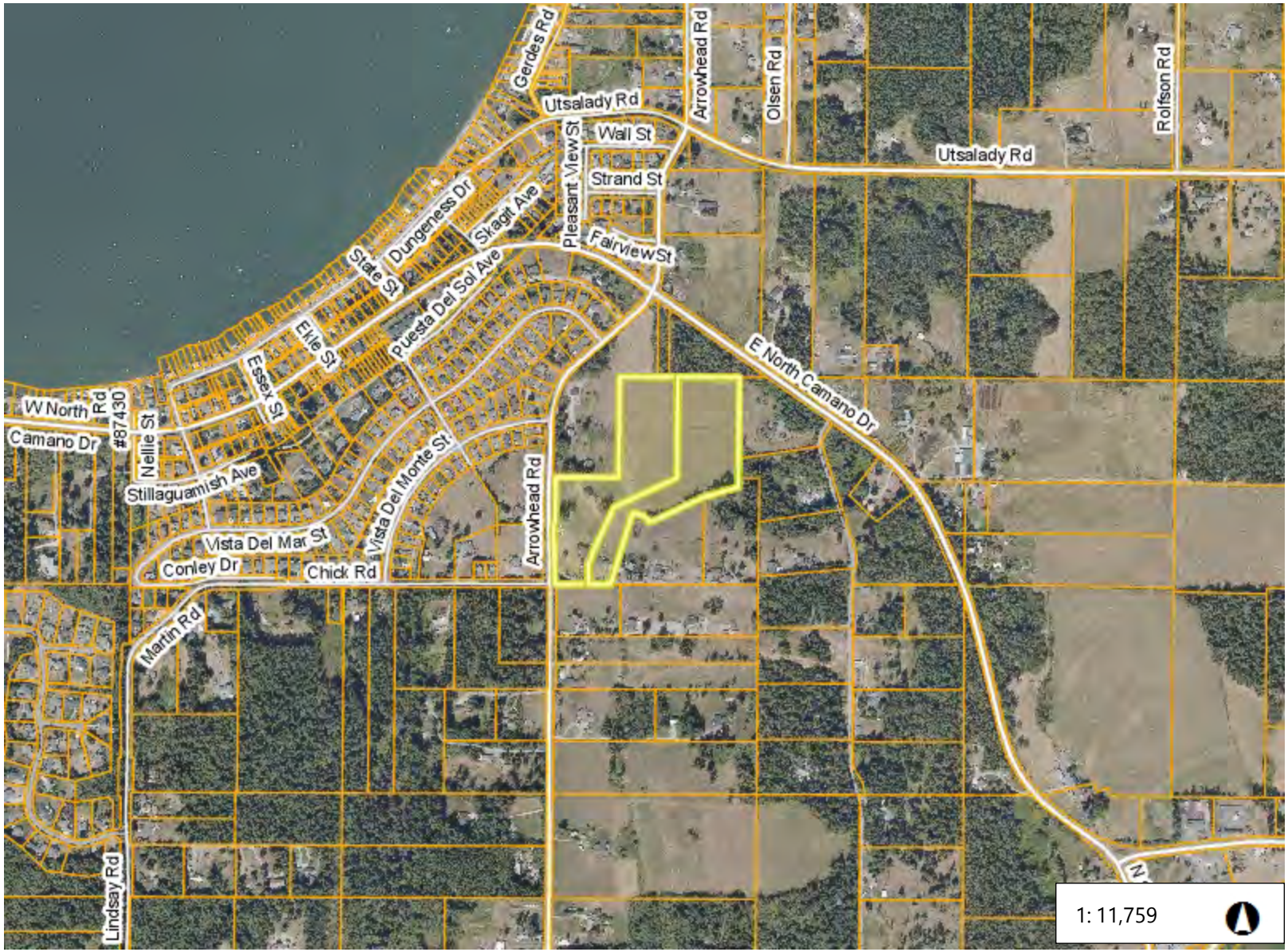
Attachments:

Exhibit A – Site Map
Exhibit B – Zoning Atlas Map
Exhibit C – Zoning Amendment Application 307/07
Exhibit D – SEPA Checklist
Exhibit E – USDA Natural Resources Conservation Service Custom Soil Resource Report dated February 2, 2021
Exhibit F – Review Letter dated August 31, 2007
Exhibit G – Agent Response Letter dated September 28, 2007
Exhibit H – Review Letter dated October 31, 2007
Exhibit I – Review Letter dated December 14, 2020
Exhibit J – Applicant Response Email with Map Delineating Hay Production and Tax Forms 2007-2019
Exhibit K – Review Letter dated August 9, 2021
Exhibit L – Review Letter dated February 24, 2022
Exhibit M – Notice of Impending Decision dated October 31, 2022
Exhibit N – Current Use Application Farm and Agricultural Land Classification Chapter 84.34 approved June 20, 1994
Exhibit O – Notice of Removal of Current Use Classification and Additional Tax Calculations 84.34 RCW dated January 5, 2021
Exhibit P – Legal Notices
Exhibit Q – Public Comments
Exhibit R – Island County Inadvertent Discovery Plan

EXHIBIT A
Site Map

307/07 ZAA





Legend

- Parcels
- Roads
  - Highway
  - Collector and Arterial
  - Local
  - Private
- AerialPhoto_2020
  - Red: Band_1
  - Green: Band_2
  - Blue: Band_3
- 4.8m Resolution Metadata

Notes

Rural Agriculture to Rural Rezone

1,959.8 0 979.89 1,959.8 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

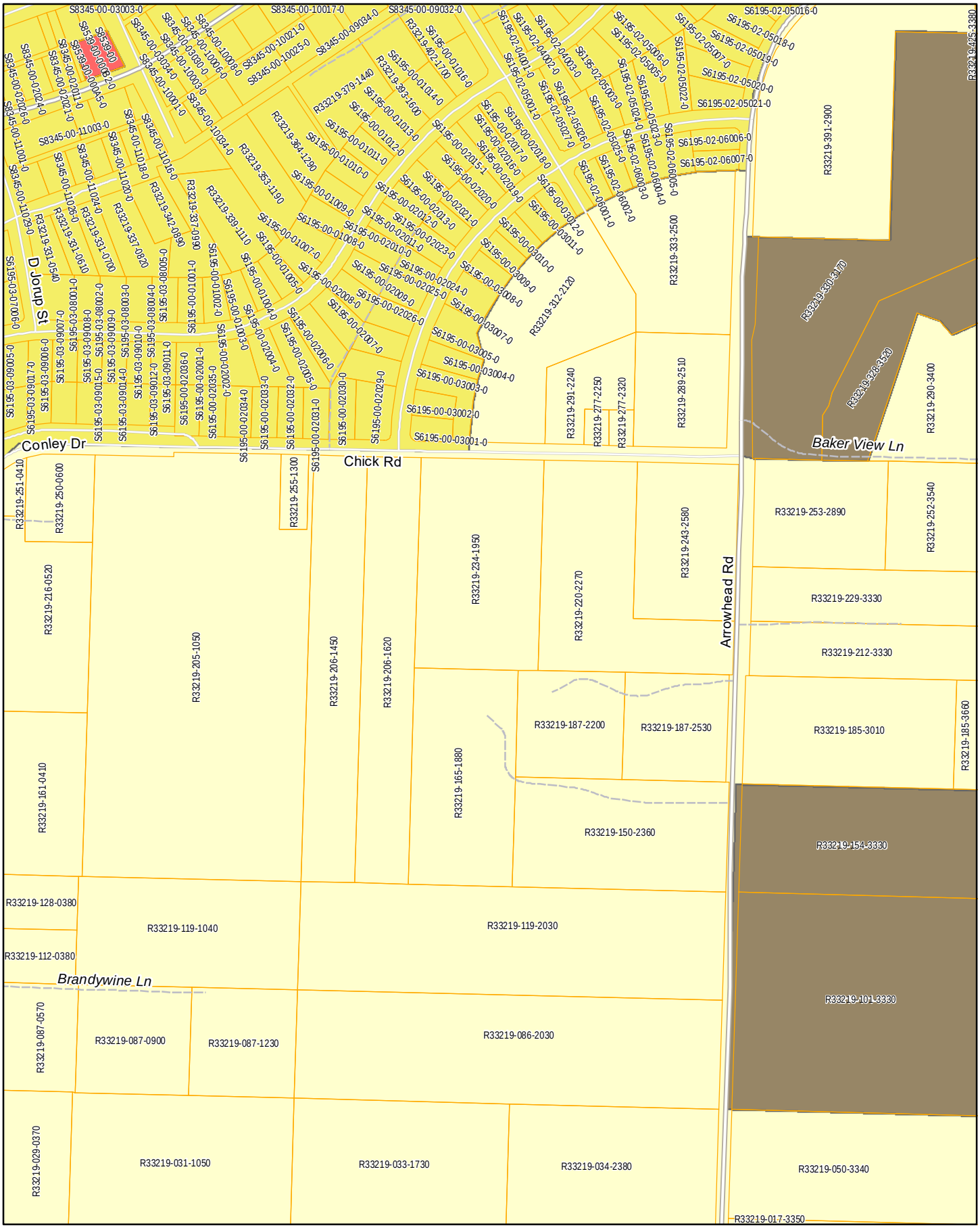
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EXHIBIT B

Zoning Atlas Map

Zoning Atlas - Section 668 Existing



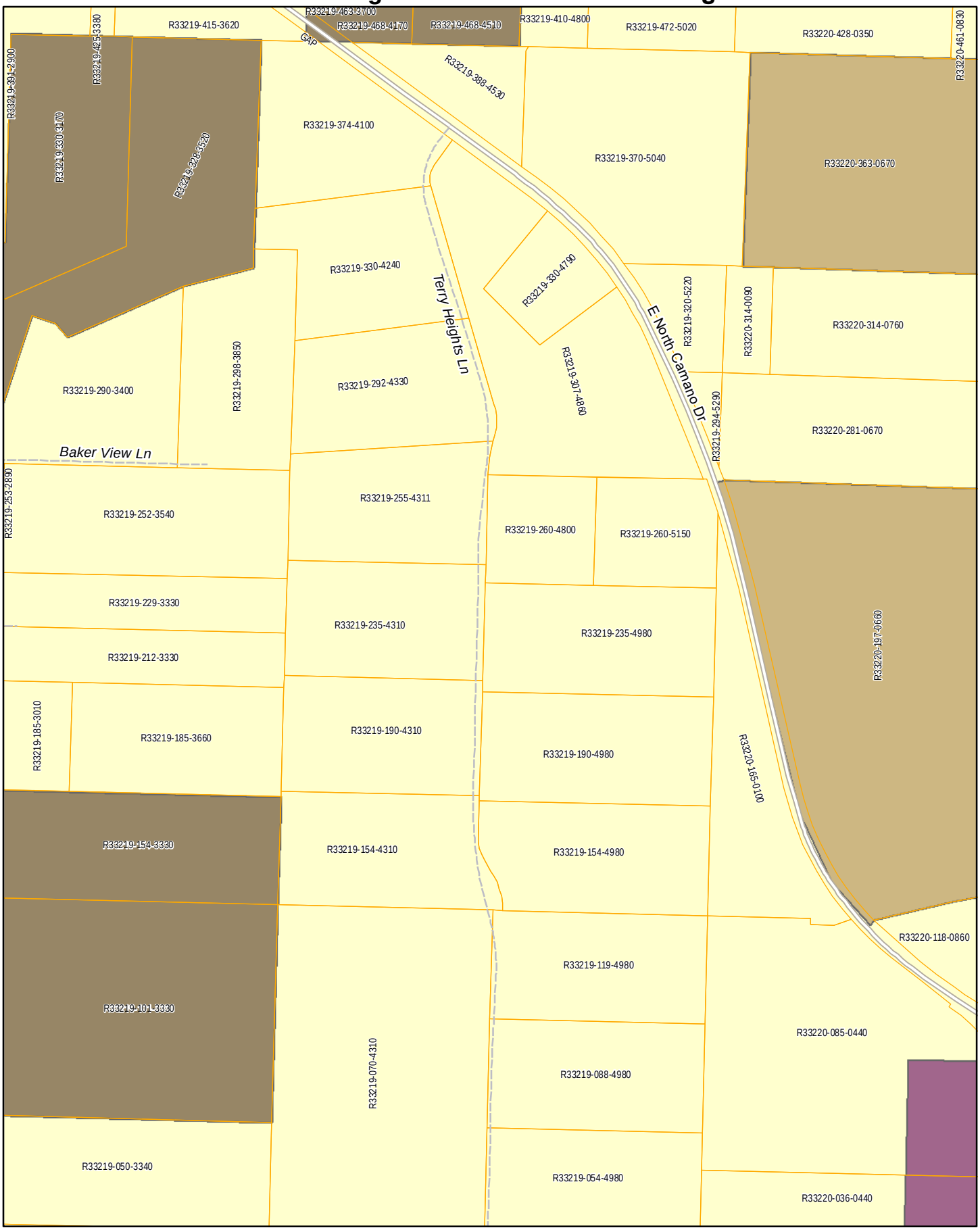
Zone Adopted
December 13, 2016
Ordinance C-141-16

0 200 400 600 800 Feet

N

This map is intended to be used as a GUIDE. Island County is providing this information as a general geographic representation that should not be used for precise measurements or calculations. Some of the features on this map are not accurately depicted. Any user of this map assumes all responsibility for use and agrees to hold Island County harmless for liability, damages, or loss incurred by use of this information. Some changes to parcel boundaries may have been made since adoption of this map. Specific questions should be directed to Island County's Department of Planning and Community Development.

Zoning Atlas - Section 669 Existing



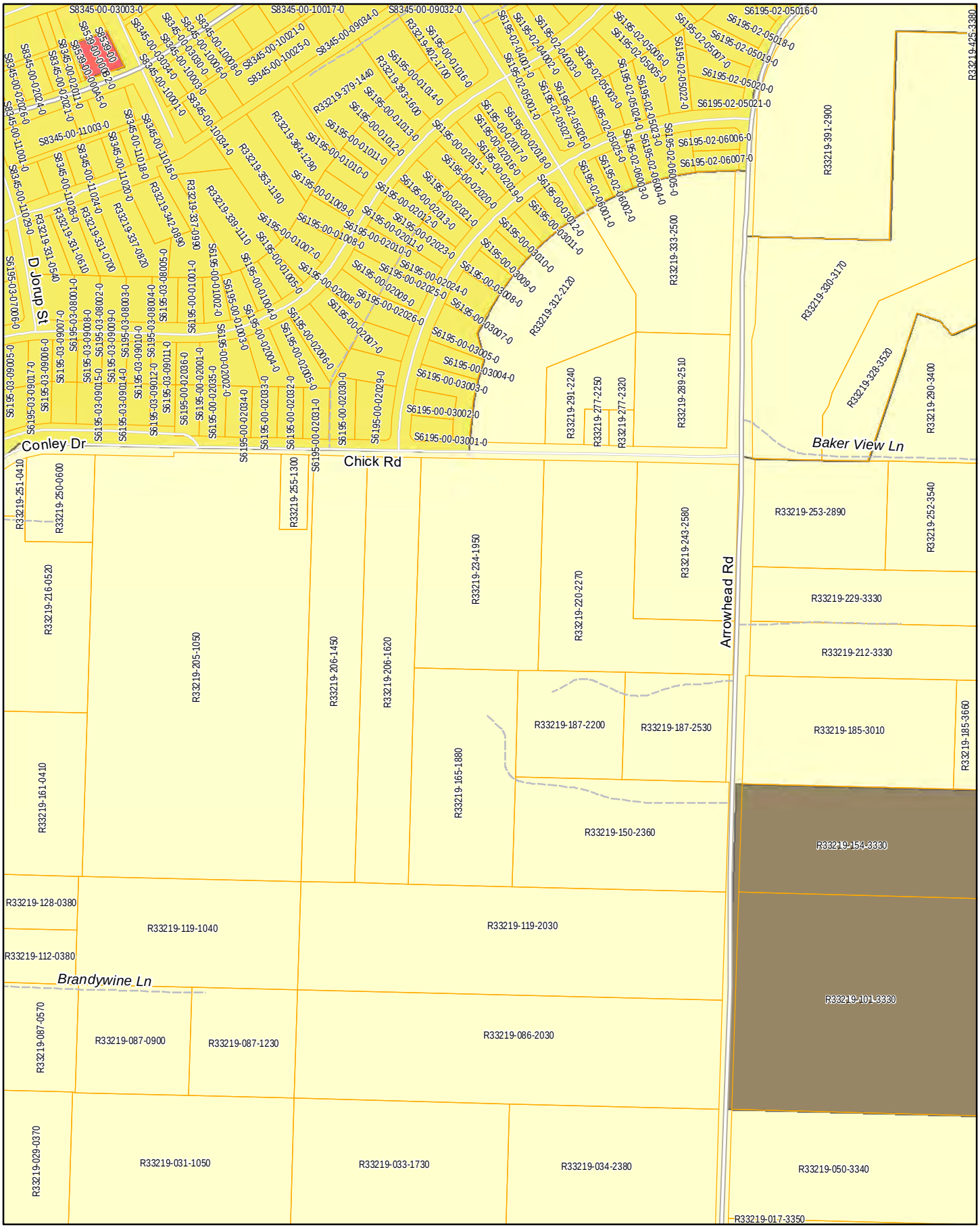
Zone Adopted
December 13, 2016
Ordinance C-141-16

0 200 400 600 800 Feet

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Zoning Atlas - Section 668 Proposed



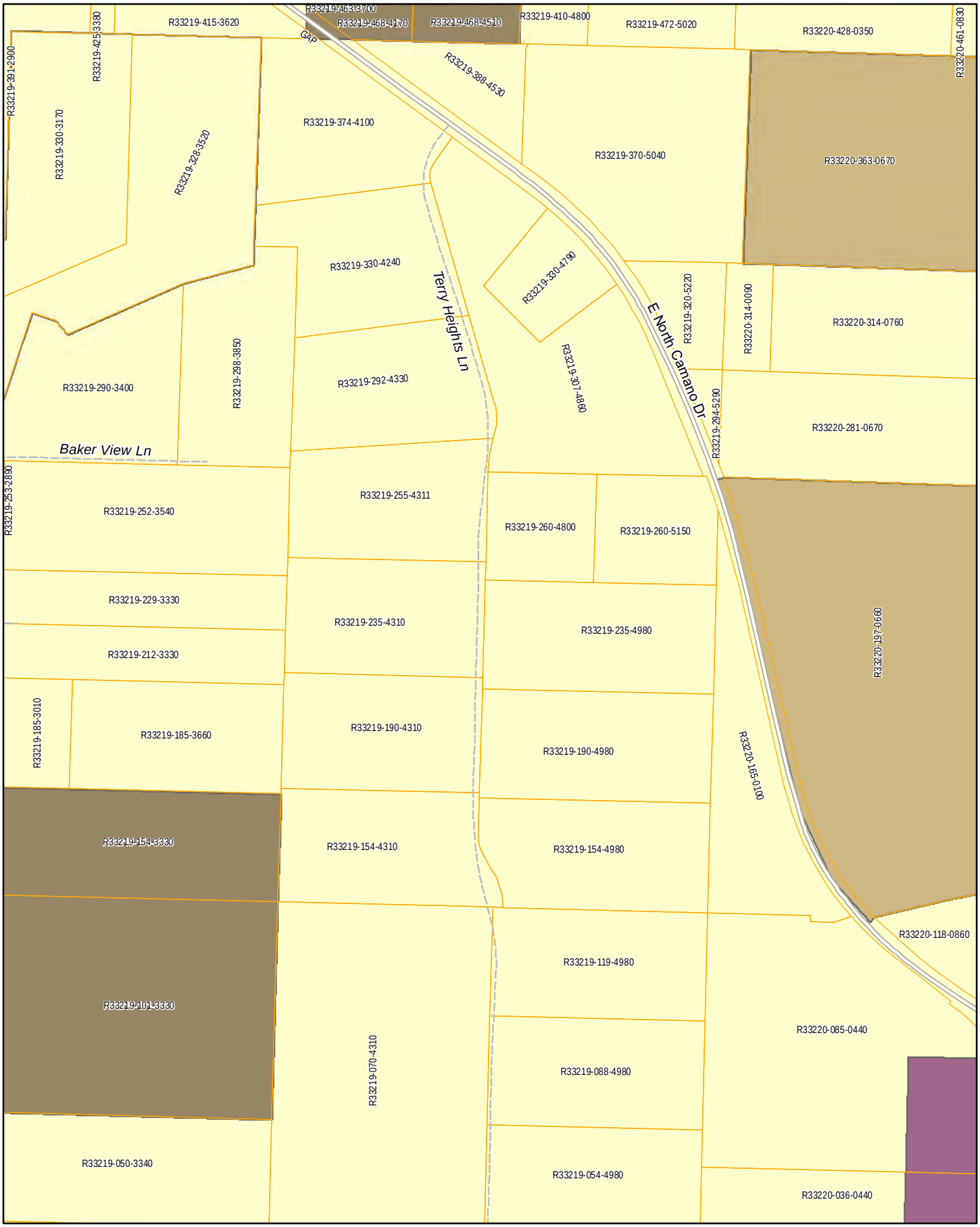
Zone Adopted
December 13, 2016
Ordinance C-141-16

0 200 400 600 800 Feet

N

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Zoning Atlas - Section 669 Proposed



Zone Adopted
December 13, 2016
Ordinance C-141-16

0 200 400 600 800 Feet

N

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EXHIBIT C

Zoning Amendment Application 307/07

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

Phillip Bakke, AICP, Director

PHONE: (360) 679-7339. from Camano (360) 629-4522. from S. Whidbey (360) 321-5111 FAX: (360) 679-7306. P. O. Box 5000, Coupeville, WA 98239-5000

Internet Home Page: http://www.islandcounty.net/planning/

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JUL 12 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

Zoning Amendment
APPLICATION

Purpose of a Zoning Amendment (ZAA): As described in ICC 17.03.220 Zoning Amendments, a ZAA provides for a limited number of zoning re-classifications. ZAA applications can only be accepted if it meets one of the following pursuant to Section 17.03.220.D:

1. Reclassification from RF to R shall be granted if requested by the Owner when the Owner cannot make reasonable economic use of the Parcel for commercial forestry, considering all relevant factors. Provided, that the determination of whether the Owner can make reasonable economic use of the Parcel for commercial forestry shall not involve consideration of the personal circumstances of any particular Owner. Provided further, that reclassification from RF to R shall not be granted when the inability to make reasonable economic use of the Parcel for commercial forestry is due to the action or inaction of the Owner. These rezones shall be processed as a Type III decision pursuant to Chapter 16.19 ICC.

2. Reclassification from R to RA or RF shall be granted if requested by the Owner and the Parcel is ten (10) acres or larger in size upon finding that the uses allowed in the proposed classification will be Compatible with surrounding Permitted Uses. These rezones shall be processed as a Type I decision pursuant to Chapter 16.19 ICC.

3. Reclassification from R, RA or RF to CA shall be granted if requested by the Owner and the Parcel is five (5) acres or larger in size, and the Parcel classified in the open agricultural tax program or the Owner demonstrates the Parcel is eligible to be included in the open agricultural tax program, processed as a Type I decision pursuant to Chapter 16.19 ICC. Rezones of parcels five (5) acres or larger in size, but less than ten (10) acres shall be processed as a Type II decision and rezones of parcels ten (10) acres or larger in size shall be processed as a Type I decision pursuant to Chapter 16.19 ICC.

4. Reclassification from CA to RA for lands not included in a Farm Management Plan and RA to R shall be granted if requested by the Owner upon finding that the Owner cannot make Reasonable Agricultural Use of the property if classified CA or RA, considering the factors contained in WAC 365-190-050 and where the inability to make Commercial Farm Use of the property is not due to action or inaction of the Owner. Factual information provided by the Owner shall be given substantial weight. These reclassifications will be processed as a Type III decision pursuant to Chapter 16.19 ICC.

5. Reclassification to any other Zone shall only occur once per year on an annual basis and shall be

processed as a Type IV decision, pursuant to Chapter 16.19.

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JUL 12 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

REMEMBER: If you have any question or comments please do not hesitate to phone, e-mail or make an appointment with the Planning Department. All of the requested items listed below must be submitted at the time of application or the application will not be accepted The purpose of this cover sheet and checklist is to ensure that minimum requirements have been met before an application can be accepted at the counter. After the application is accepted, the Planning Department will perform a more detailed review and will advise you if the application is technically complete. Please use the Applicant Checklist below to ensure you have provided all the information required for your project.

Applicant	Application Requirement	Planning
X	Completed Application Form (Parts A and B);	
X	Signatures of all owners and/or an Affidavit of Owner's Consent;	
X	Answers to the questions in Part A are completed	
X	Answers to the questions in Part B are completed;	
X	SEPA Checklist	
X	Current *and* Proposed Zoning Maps	

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ISLAND COUNTY
COMMUNITY DEVELOPMENT

APPLICANT AUTHORIZATION FORM

If you are authorizing an agent to apply for permits on your behalf you must either sign each of the applications that you submit or complete this form which will provide authorization for a designated agent to apply for permit on your behalf. This form is required for the protection of the property owner. Planning and Community Development will not accept an application that is not either signed by all property owners or accompanied by this form.

I/we, JAMES WEBER and KATHY WEBER the owner(s) of the subject property, understand that by completing this form I hereby authorize Larry Kwarsick of Sound Planning Services to act as my agent. I understand that said agent will be authorized to submit applications on my behalf. I also understand that once an application has been submitted that all future correspondence will be directed to said agent.

ALL PROPERTY OWNERS OF RECORD MUST SIGN THIS FORM

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ISLAND COUNTY
COMMUNITY DEVELOPMENT

1) James C. Weber
Property Owner Name(s) (print)

Signature(s)

2) Katherine A. Weber
Property Owner Name(s) (print)

Signature(s)

3-16-07
Date

State of Washington)
County of Snohomish)

I certify that I know or have satisfactory evidence that James C and Katherine A Weber signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 3-16-07
Signature of Notary Public Shelly A Coyle
Printed Name Shelly A Coyle
Residing at Camano Island
My appointment expires 6-22-2008

PUBLIC 6-22-2008

1) _____
Property Owner Name(s) (print)

_____
Signature(s)

2) _____
Property Owner Name(s) (print)

_____
Signature(s)

_____
Date

State of Washington)
County of _____)

I certify that I know or have satisfactory evidence that

_____ signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____
Signature of Notary Public
Printed Name _____
Residing at _____
My appointment expires _____

APPLICANT AUTHORIZATION FORM

If you are authorizing an agent to apply for permits on your behalf you must either sign each of the applications that you submit or complete this form which will provide authorization for a designated agent to apply for permit on your behalf. This form is required for the protection of the property owner. Planning and Community Development will not accept an application that is not either signed by all property owners or accompanied by this form.

I/we, Timothy McQuery and Rachael McQuery the owner(s) of the subject property, understand that by completing this form I hereby authorize Larry Kwarsick of Sound Planning Services to act as my agent. I understand that said agent will be authorized to submit applications on my behalf. I also understand that once an application has been submitted that all future correspondence will be directed to said agent.

ALL PROPERTY OWNERS OF RECORD MUST SIGN THIS FORM

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1) Timothy A. McQuery
Property Owner Name(s) (print)

Timothy A. McQuery
Signature(s)

2) Rachael McQuery
Property Owner Name(s) (print)

Rachael McQuery
Signature(s)

4/12/07
Date

State of Washington)
County of Snohomish)

I certify that I know or have satisfactory evidence that Timothy A. McQuery & Rachel McQuery signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 4/12/07
Signature of Notary Public
Printed Name Michael William Klein
Residing at Snohomish Co.
My appointment expires 12-10-07

MICHAEL WILLIAM KLEIN
NOTARY PUBLIC
COMMISSION EXPIRES DEC 10, 2007
STATE OF WASHINGTON

1) _____
Property Owner Name(s) (print)

_____
Signature(s)

2) _____
Property Owner Name(s) (print)

_____
Signature(s)

_____
Date

State of Washington)
County of _____)

I certify that I know or have satisfactory evidence that

_____ signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____
Signature of Notary Public _____
Printed Name _____
Residing at _____
My appointment expires _____

EXHIBIT C – QUARTER SECTION ZONING MAP



RECEIVED
JUL 12 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

DATED this 1 day of June, 2007.

Rachael McQueary

Owners Signature

MICHAEL WILLIAM KLEIN
NOTARY PUBLIC
COMMISSION EXPIRES
DEC 10, 2007
STATE OF WASHINGTON

State of Washington)

County of Snohomish)

On this 1st day of June, 2007, before me the undersigned Notary Public in and for the above named County and State, duly commissioned and sworn, personally appeared Rachel McQueary and _____, to me known to be the individuals described in and who executed the foregoing easement and acknowledge to me that they signed this said instrument as their free and voluntary action for the purposes and uses therein made.

Given under my hand and official seal this 1st day of June, 2007

Michael William Klein MY COMMISSION EXPIRES 12-10-07

EXHIBIT C – QUARTER SECTION ZONING MAP



RECEIVED
JUL 12 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

DATED this 1ST day of JUNE, 2007.

Owners Signature

MICHAEL WILLIAM KLEIN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES DEC. 10, 2007

State of Washington)

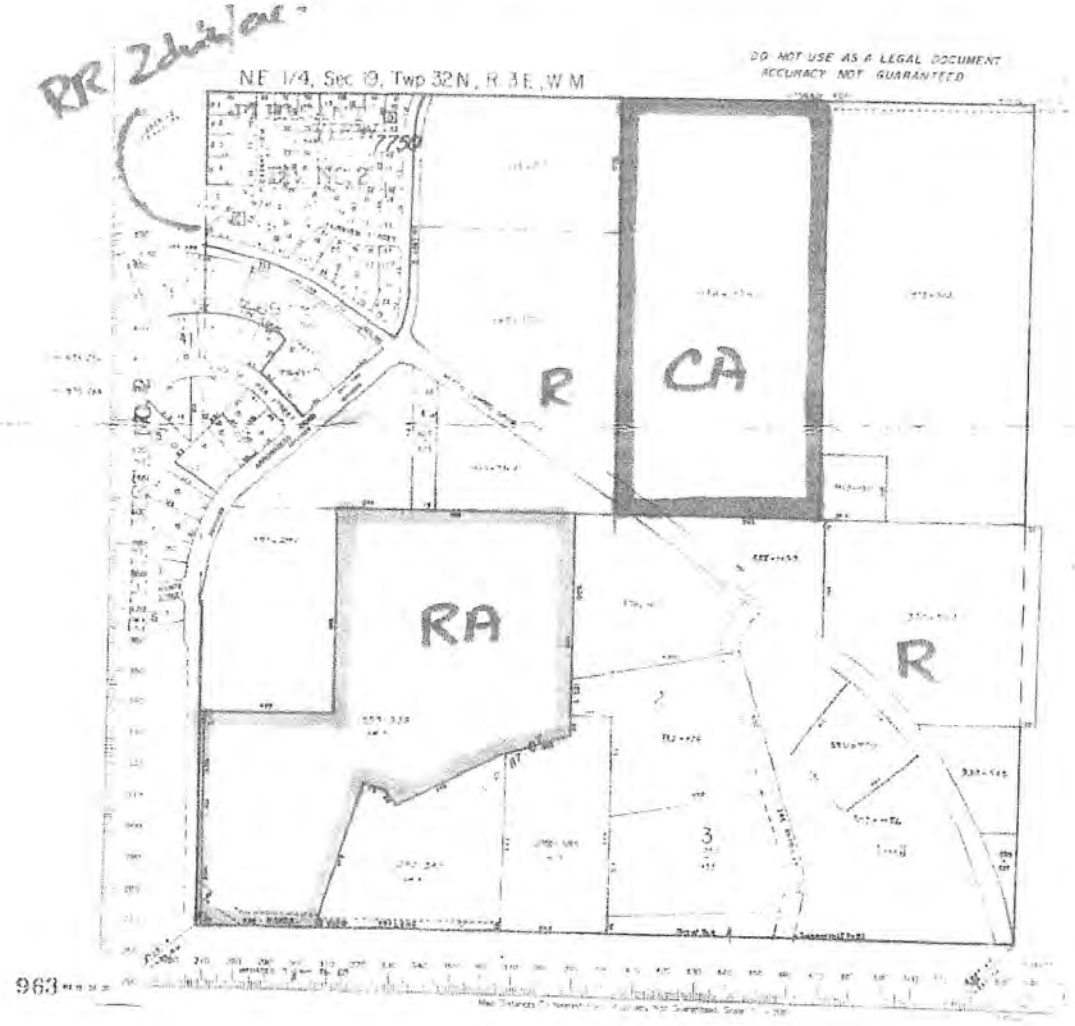
County of SNOHOMISH)

On this 1ST day of JUNE, 2007, before me the undersigned Notary Public in and for the above named County and State, duly commissioned and sworn, personally appeared TIMOTHY McQUICK and _____, to me known to be the individuals described in and who executed the foregoing easement and acknowledge to me that they signed this said instrument as their free and voluntary action for the purposes and uses therein made.

Given under my hand and official seal this 1ST day of JUNE, 2007

MY COMMISSION EXPIRES 12-10-07

EXHIBIT C – QUARTER SECTION ZONING MAP



RECEIVED
JUL 12 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

DATED this 12 day of June, 2007.

Katherine A. Weber

Owners Signature

State of Washington)

County of Skagit)

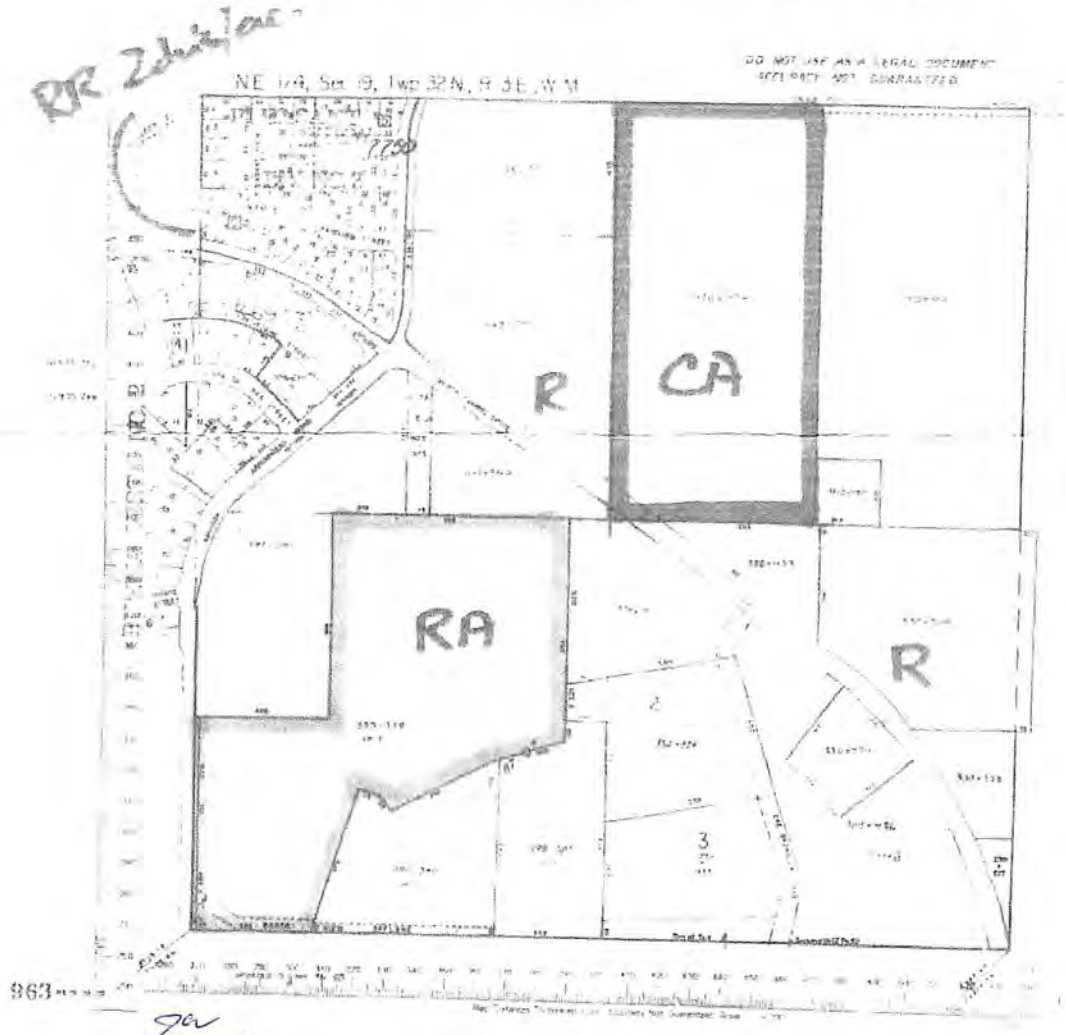
On this 12 day of June, 2007, before me the undersigned Notary Public in and for the above named County and State, duly commissioned and sworn, personally appeared Katherine A. Weber and _____, to me known to be the individuals described in and who executed the foregoing easement and acknowledge to me that they signed this said instrument as their free and voluntary action for the purposes and uses therein made.

JODI R. ROSE
COMMISSION EXPIRES
NOTARY
PUBLIC
1-15-2011
STATE OF WASHINGTON

Given under my hand and official seal this 12th day of June, 2007

Jodi Rose
notary public

EXHIBIT C – QUARTER SECTION ZONING MAP



RECEIVED
JUL 12 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

DATED this 6th day of June, 2007.

Owners Signature

State of Washington)

County of Skagit)

On this 7th day of June, 2007, before me the undersigned Notary Public in and for the above named County and State, duly commissioned and sworn, personally appeared James Weber and _____, to me known to be the individuals described in and who executed the foregoing easement and acknowledge to me that they signed this said instrument as their free and voluntary action for the purposes and uses therein made.

Given under my hand and official seal this 7th day of June, 2007

BRIAN G. FISH
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXP. APRIL 4, 2009

4191409
Page: 1 of 2
01/10/2007 02:52P
ISLAND COUNTY AUDITOR QCD

AFTER RECORDING MAIL TO:

LAW OFFICE OF COLE & COLE, P.C.
P. O. Box 249
Stanwood, WA 98292

EXCISE TAX EXEMPT

JAN 10 2007

LINDA E. RIFFE
ISLAND COUNTY TREASURER

M0110078 **QUIT CLAIM DEED** 33-

GRANTOR:	WEBER, JAMES & KATHERINE, husband & wife
GRANTEE:	WEBER, JAMES & KATHERINE, husband & wife and McQUERY, TIMOTHY & RACHAEL, husband and wife, as tenants in common pursuant to Agreement Re: Property Ownership Agreement
LEGAL DESCRIPTION:	LOT 1B, S/P 87/07-2.33219.350-3430
ASSESSOR'S TPN:	33219-330-3170

THE GRANTORS, JAMES WEBER and KATHERINE WEBER, husband and wife, for and in consideration of love and affection, convey and quit claim to JAMES WEBER and KATHERINE WEBER, husband and wife, and TIMOTHY McQUERY and RACHAEL McQUERY, husband and wife, as tenants in common pursuant to the Agreement Re: Property Ownership entered between them, the following described real estate situated in the County of Island, State of Washington, together with all after acquired title of the Grantor therein:

The legal description is attached hereto and by this reference incorporated herein as though fully set forth; TOGETHER WITH AND SUBJECT TO rights, reservations, covenants, conditions, easements and restrictions of record.

DATED this 8 day of Jan., 2007.

James Weber

Katherine A Weber
Katherine Weber

RECEIVED
JUL 12 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this day personally appeared before me JAMES WEBER and KATHERINE WEBER to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of Jan., 2007.

GREGORY L. GILDAY NOTARY PUBLIC COMMISSION EXPIRES 9-29-09 STATE OF WASHINGTON

Gregory L. Gilday
NOTARY PUBLIC in and for the State of Washington, Residing at: Stanwood
My appointment expires: 9/29/09

Order No.: IS101197

EXHIBIT "A"

Lot 1 of Island County Short Plat Number 87/07-2.33219.350-343, as approved August 21, 1987, and recorded August 21, 1987, in Volume 2 of Short Plats, pages 134 and 135, under Auditor's File No. 87011594, records of Island County, Washington; being a portion of the Southwest Quarter of the Northeast Quarter of Section 19, Township 32 North, Range 3 East of the Willamette Meridian;

EXCEPT that portion described as follows:

Beginning at the Southwest corner of said Lot 1;
thence along the West line of said Lot 1, North 00°44'55" West a distance of 363.71 feet,
thence North 11°12'19" East a distance of 50.00 feet;
thence North 0°47'05" East a distance of 270.00 feet to the most Southerly Northwest corner of said Lot 1;
thence along the most Southerly North line of said Lot 1 South 89°48'55" East a distance of 402.66 feet to the point of intersection with the most Easterly west line of said Lot 1;
thence along the most Easterly West line of said Lot 1 North 0°37'04" East a distance of 643.50 feet to the most Northerly Northwest corner of said Lot 1;
thence along the North line of said Lot 1 South 89°48'55" East a distance of 373.96 feet;
thence leaving said North line South 0°42'40" West a distance of 645.04 feet;
thence South 64°47'30" West a distance of 442.36 feet;
thence South 26°28'28" West a distance of 316.58 feet;
thence South 17°08'57" West a distance of 41.10 feet;
thence South 29°49'52" West a distance of 35.08 feet;
thence South 0°02'04" West a distance of 137.31 feet to a point on the South line of said Lot 1 a distant of 213.20 feet East of said Southwest corner of said Lot 1, measured along said South line;
thence along said South line, North 89°57'56" West a distance of 213.20 feet to the point of beginning.

Situated in Island County, Washington.

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ISLAND COUNTY
COMMUNITY DEVELOPMENT

- END OF EXHIBIT "A" -

4168928
Page: 1 of 1
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ISLAND COUNTY AUDITOR WD

When Recorded Return To:

James Weber
Kathy Weber
221 East Baker View Lane
Camano Island, WA 98282

ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
APR 28 2006
AMOUNT PAID $ 12800
ISLAND COUNTY TREASURER

Escrow No. 20060282P

LPB-10

STATUTORY WARRANTY DEED

IS 98248

B32

Reference Numbers of related documents: on page of document
Grantor(s): **Dale L. Yust** Additional Names on page of document
Grantee(s): **James Weber and Kathy Weber** Additional Names on page of document
Legal Description (abbreviated): Full legal on page of document
Assessor's Property Tax Parcel Account Number(s): **r332193353289r 332193353280 r332193353280a**

THE GRANTOR **Dale L. Yust, A SINGLE PERSON**

for and in consideration of **the sum of Ten Dollars and other good and valuable consideration** in hand paid, conveys and warrants to **James Weber and Kathy Weber, HUSBAND AND WIFE**

the following described real estate, situated in the County of **Island**, State of Washington:

Lot 1 of Island County Short Plat No. 87/07-2.33219.350-343, as approved August 21, 1987, and recorded August 21, 1987, in Volume 2 of Short Plats, pages 134 and 135, under Auditor's File Number 87011594, recors of Island County, Washington; being a portion of the Southwest quarter of the NOrtheast quarter of Section 19, Township 32 North, Range 3 East, of the Willamette Meridian. Situate in Island County, Washington.

Assessor's Property Tax Parcel Account Number(s): **r332193353280 r332193353280a** R33219-335-3289

Subject to:
Easements, Restrictions, Covenants and Conditions of Record as provided for by Chicago Title **Commitment #IS98248 and Second Half 2006 R.E. Property Taxes.**
Dated this **Twenty-Eighth day of March, 2006**

Dale L. Yust

SALLY A. HISERMAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8-8-2006

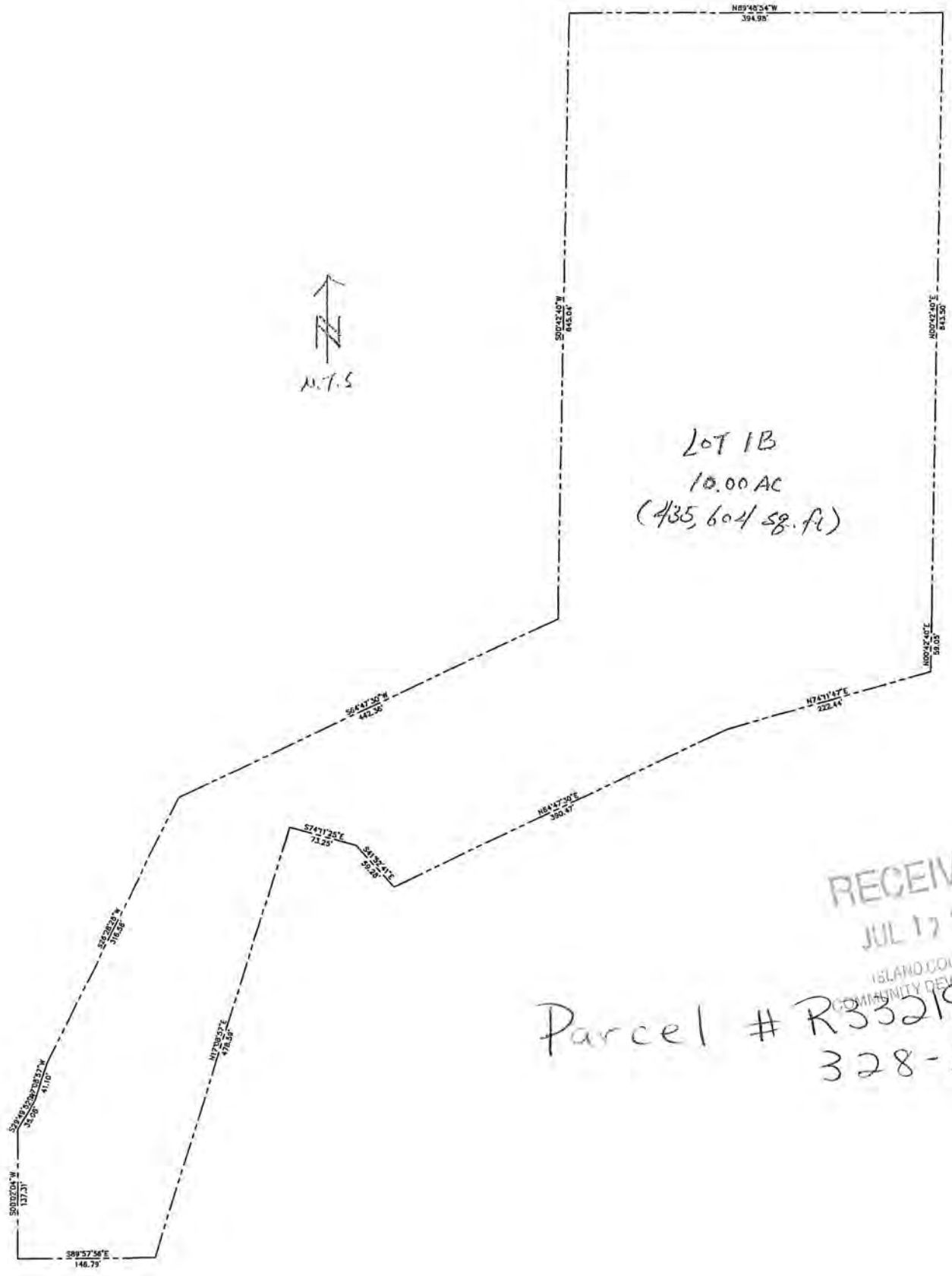
RECEIVED
JUL 12 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

State of Washington
County of Island } ss

I certify that I know or have satisfactory evidence that **Dale L. Yust** is/are the person(s) who appeared before me, and said person(s) acknowledged that **he** signed this instrument and acknowledged it to be **his** free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 4-25-06

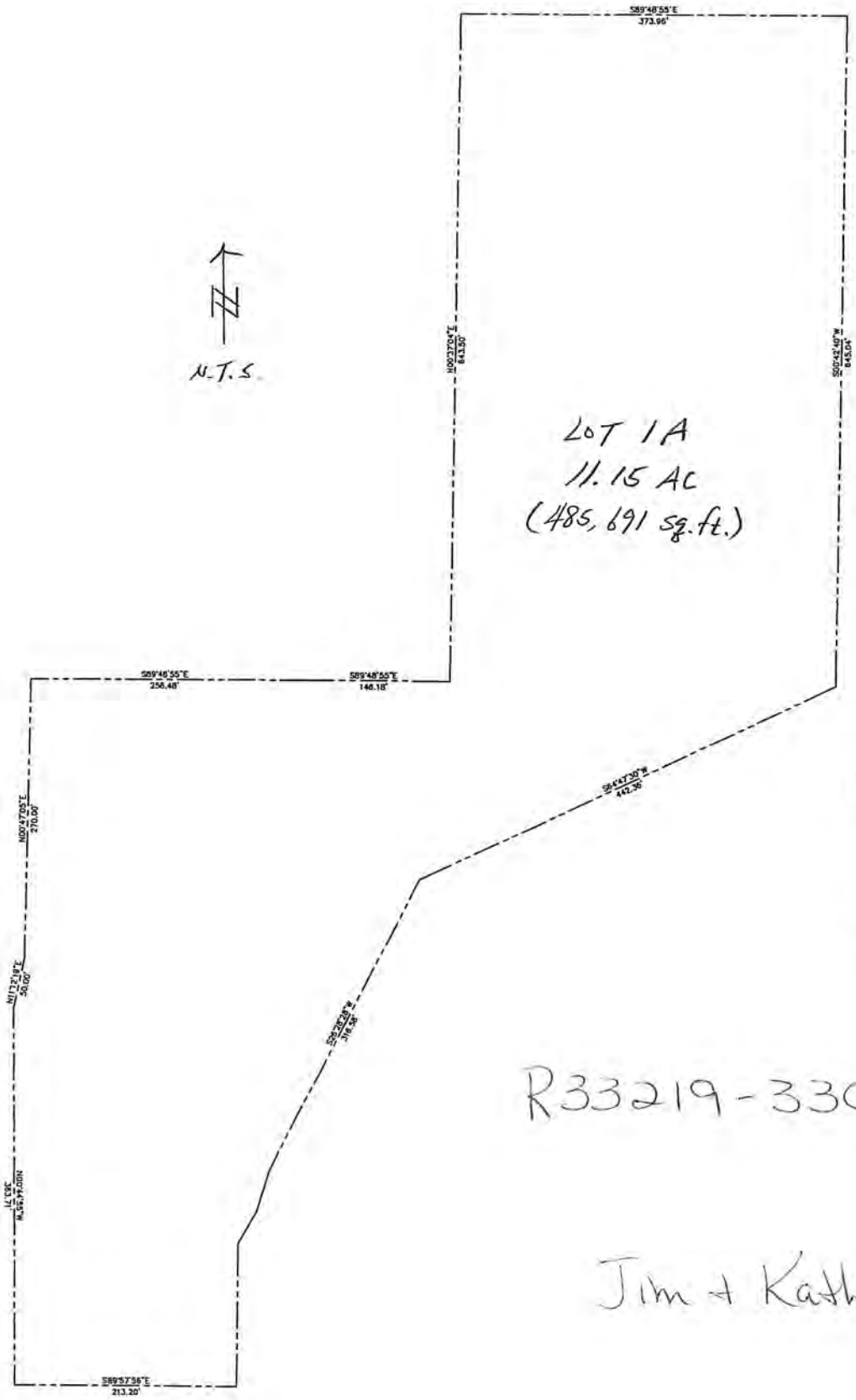
Notary Public in and for the State of WA
residing at Utsalady
My appointment expires: 8 3 2006



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ISLAND COUNTY
COMMUNITY DEVELOPMENT

Parcel # R33219-328-3520

Jim + Kathy Weber
Rachael + Tim McQuery



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ISLAND COUNTY
COMMUNITY DEVELOPMENT

R33219-330-3170

Jim + Kathy Weber

ZONING AMENDMENTS FORM (ZAA)

GREYED SECTION FOR COUNTY USE ONLY			
Application Number	Date Received	Fee Paid	Receipt
ZAA 30107	71207	500	12539

Application information must be TYPED or NEATLY PRINTED in BLUE INK. In order to speed our review of your application please provide all information requested. If any portion is not applicable enter NA in the blank. Submit the **original and the 1 copy** of this application and all necessary documentation and plans as outlined on the application Checklist to Island County Planning & Community Development. Illegible and/or incomplete applications will not be accepted. An application will not be considered technically complete until a Notice of Application is provided.

PART A

Applicant Name: James Weber and Kathy Weber **Signature**: See attached

Timothy McQuery and Rachael McQuery **Signature**: See attached

Mailing address: 221 Baker View Lane **Phone:** 360-387-2820

City, State, Zip Code: Camano Island, WA 98282

Contact Person Name: Sound Planning Services **Signature:**

Mailing address: PO Box 581 **Phone:** (360) 221-3808

City, State, Zip Code: Langley, WA 98260

Owner Names: Same **Signature:**

Mailing address: Same **Phone:** Same

City, State, Zip Code: Same

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Project Address: (Or Closest Intersection) 221 Baker View Lane

Assessor Parcel Number(s): R33219-335-3280 (parcel has been divided in to 2 ten acre parcels not shown yet on county maps. The new numbers are R33219-328-3520 & R33219-330-3170

Section 19 Township 32 Range 3 1/4 Section NE

Location: North Whidbey ☐ Central Whidbey ☐ South Whidbey ☐ Camano Island ☒

Comprehensive Land Use Designation Rural Ag **Zoning** Rural Ag

Size of Parcel 10 and 11 acre parcels **Existing Use** Single family rural lot

Other County or Federal Applications or Permits Obtained of Pending: None

PART B
Zoning Amendments Application (ZAA)

Modification of Standards: Pursuant to ICC 17.03.220 Zoning Amendments, the Planning Director may administratively review requests for a limited number of zoning changes.. Zoning Amendment shall be processed as a Type I, Type II, Type III or Type IV administrative decision pursuant to ICC Chapter 16.19. Type I decisions are only for requests to change to RA or RF or to CA if the parcel is at least 10 acres in size. Requests to change from R, RA or RF to CA shall be processed as Type II decisions if the parcel is between 5 and 10 acres. Any request to change from RF to R, CA to RA, or RA to R shall be processed as Type III decisions and correction of an error is handled as a Type IV decision.

Supplemental Application Requirements: In addition to the information required in Part A the following must also be submitted with the ZAA Application:

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1. Questions.

   a) Please provide a description of the request and reasons for the re-classification:

   Applicant can not make reasonable agricultural use of the property. See Exhibit A.

   b) Please initial the applicable box and provide the applicable information. *If you are requesting a reclassification that is not specifically provided below please contact the Planning Department because you may not be using the correct application.*

☐ - My property is currently zoned RF and I cannot make Reasonable Economic use of the property for commercial forestry. Therefore; I request that the property be reclassified as R.

On a separate piece of paper please explain in detail why you cannot make reasonable use of the property if classified RF, where the inability to make Commercial Forestry use of the property is not due to action or inaction of the Owner.

☒ - My property is currently zoned RA and I cannot make Reasonable Economic use of the property. Therefore; I request that the property be reclassified as R.

On a separate piece of paper please explain in detail why the Owner cannot make Reasonable Agricultural Use of the property if classified CA or RA, considering the factor contained in WAC 365-190-050 and where the inability to make Commercial Farm Use of the property is not due to action or inaction of the Owner. Factual information provided by the Owner shall be given substantial weight.

☐ - My parcel is ten (10) acres or larger in size and I wish to reclassify it from R to RA or RF.

On a separate piece of paper please explain in detail how the uses allowed in the RA or RF classification are compatible with surrounding permitted uses.

☐ - My property is five (5) acres or larger in size, zoned R or RA and I wish to reclassify it to CA.

Please provide documentation showing that the property is classified in the Open

Agricultural Tax Program or that the Parcel is eligible to be included in the Open Agricultural Tax Program.

☐ - My property is currently zoned CA and I can not make Reasonable use of the property. Therefore, I request that the property be reclassified from CA to RA or R.

On a separate piece of paper please explain in detail why you cannot make reasonable use of the property if classified CA, where the inability to make Commercial Farm Use of the property is not due to action or inaction of the Owner. . Include in your explanation a discussion of the factors in WAC 365- I 90-050 and any factual information you may have.

☐ - My property was not assigned the correct classification and I am requesting the error be corrected.

On a separate piece of paper please explain in detail why you believe your property was given the incorrect designation. Please refer to the Designation policies listed in Section IV Goals and Policies in the Island County Comprehensive Plan adopted on September 18, 1998 and the applicable Zoning standards located in Section 17.03 ICC.

If zoning request is other than those listed above, it shall be processed under the Comprehensive Plan Development Regulation Amendment process. This form is not applicable for such requests.

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COMMUNITY DEVELOPMENT

c) Legal description of the Parcel or property (note if attached):

Parent Parcel Legal Description:

Lot 1 of Island County Short Plat No. 87/07-2.33219.350-343, as approved August 21, 1987, and recorded August 21, 1987, in Volume 2 of Short Plats, pages 134 and 135, under Auditor's File Number 87011594, recors of Island County, Washington; being a portion of the Southwest quarter of the NOrtheast quarter of Section 19, Township 32 North, Range 3 East, of the Willamette Meridian. Situate in Island County, Washington.

a

d) Submit a copy of the applicable Zoning Atlas Map outlining the parcel and listing the requested zoning. The map needs to be dated and signed by the property owners in the margin.

See Exhibit – C.

e) Names, addresses and telephone numbers of associated professional consultants such as architects or engineers not identified on cover sheet:
NA

EXHIBIT A

REZONE AMENDMENT REQUEST - APPLICATION REQUIREMENTS

1. Application form signed by the owner(s) of record, address, telephone numbers and agent information –

   Included

2. A description of the proposed amendment including proposed map or text changes –

   Rezone Assessor's Parcel R33219-335-3280 from Rural Agriculture to Rural. Parcel has been divided in to 2 ten acre parcels not shown yet on county maps. The new numbers are R33219-328-3520 & R33219-330-3170.

3. The location of the proposed amendment shown on an assessor's map dated and signed by the Applicant, if the proposal is for a land use map or Zoning Atlas amendment. **See Zoning Map Amendment - Exhibit C.**

4. A legal description and a notarized signature of one or more owners, if a change in the Zoning Atlas is requested by Owner(s) concurrent with a requested land use map amendment;

   Parcel Legal Description – Map and Notarized Signature Attached:

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JUL 12 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

Lot 1 of Island County Short Plat No. 87/07-2.33219.350-343, as approved August 21, 1987, and recorded August 21, 1987, in Volume 2 of Short Plats, pages 134 and 135, under Auditor's File Number 87011594, recors of Island County, Washington; being a portion of the Southwest quarter of the NOrtheast quarter of Section 19, Township 32 North, Range 3 East, of the Willamette Meridian. Situate in Island County, Washington.

5. An explanation of why the amendment is being proposed and, if applicable, how or why the map or text is in error;

   The owner and applicant can not make reasonable agriculture use of the property. A good faith commercial agricultural use of property could be defined as the pursuit of an agricultural activity for a reasonable profit, or at least upon a reasonable expectation of meeting investment costs and realizing a reasonable profit. The profit or reasonable expectation must be viewed from the standpoint of the owner and measured in light of their investment. The applicant reported a gross income from hay production of $1,000 in 2006. Even though the property has been in the Agricultural tax classification the market value (not taxed value) of the land and property is $953,781.00. Taxes paid on an annual basis are $5,174.64.

The property contains a mix of soils. The north half consists of two soils within the Class III soils. The southerly portion is predominantly Class IV soils.

Pursuant to the Capability Classes established in Agriculture Handbook No. 210:

Class III—Soils in class III have severe limitations that reduce the choice of plants or require special conservation practices, or both.

Soils in class III have more restrictions than those in class II and when used for cultivated crops the conservation practices are usually more difficult to apply and to maintain. They may be used for cultivated crops, pasture, woodland, range, or wildlife food and cover.

Class IV—Soils in class IV have very severe limitations that restrict the choice of plants, require very careful management, or both.

The restrictions in use for soils in class IV are greater than those in class III and the choice of plants is more limited. When these soils are cultivated, more careful management is required and conservation practices are more difficult to apply and maintain. Soils in class IV may be used for crops, pasture, woodland, range, or wildlife food and cover.

6. An explanation of anticipated impacts to be caused by the change;

Subject to compliance with development regulations, the property could be developed into four tracts either at standard parcel sizes or averaged lot sizes.

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ISLAND COUNTY
COMMUNITY DEVELOPMENT

7. An explanation of how the proposed amendment is consistent with GMA, the county-wide planning policies, the Comprehensive Plan and adopted Findings of Fact and Legislative Intent; (See additional comments Exhibit A with regard to factors considered under WAC 365-190-050.)

The County chose not to classify such parcels as having long-term commercial significance and therefore the parcel does not meet the strict definition of agricultural land under WAC 365-190-030:

> ***(1) Agricultural land is land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140, or livestock, and that has long-term commercial significance for agricultural production.***
>
> ***(11) Long-term commercial significance includes the growing capacity, productivity, and soil composition of the land for long-term commercial production, in consideration with the land's proximity to population areas, and the possibility of more intense uses of land.***

Small parcels of 20 acres or more, within the agricultural tax program were treated as agricultural lands of <u>local importance</u> and designated Rural Agriculture. Incompatible development adjacent to agricultural lands increases

pressures to convert these properties. Pressure comes from demands to suppress the "nuisance" factors created by farms, such as prohibiting livestock raising or limiting the storage and use of fertilizers. Under GMA, the County must ensure that uses on lands adjacent to resource lands do not interfere with continuing well-managed agricultural activities on resource lands. This may be accomplished by establishing a rural zoning density surrounding the resource lands; and, as required per RCW 36.70A.060, adopting regulations requiring that all users of new development within 300 feet of the property be notified of the proximity and impacts of the ongoing agricultural activities. Rising taxation on adjacent land further accelerates conversion pressures. Farm land can be preserved as agricultural open space by implementing an array of programs, such as agricultural land zoning and placing the property in current use-tax programs.

Upon adoption of Comprehensive Plan, Rural Agriculture landowners were to be allocated Earned Development Units based on the time of commitment of their conservation easement in a Farm/Forest Management Plan. This opportunity was never codified. In the case of Rural Forest lands, another designation of local importance, parcels were provided with a bonus density opportunity under which forest land could be preserved in a manner compatible with low density rural growth. In the case of Rural Agricultural lands a density bonus was not provided even though the stated purpose of the density bonus system was devised to

"Protect agricultural and forest resource lands"

but was never provided to RA zoned lands.

8. An explanation of how the change affects Development Regulations or how the amendment brings the Development Regulations into compliance with the Plan;

   Not applicable.

9. If applicable, an explanation of why existing Comprehensive Plan language should be added, modified, or deleted;

   Not applicable.

10. A SEPA checklist, if required; and

    Provided

11. Fees as set by the Board.

    Provided

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EXHIBIT A

WAC 365-190-050 - Agricultural lands. (1) In classifying agricultural lands of long-term significance for the production of food or other agricultural products, counties and cities shall use the land-capability classification system of the United States Department of Agriculture Soil Conservation Service as defined in Agriculture Handbook No. 210. These eight classes are incorporated by the United States Department of Agriculture into map units described in published soil surveys. These categories incorporate consideration of the growing capacity, productivity and soil composition of the land. Counties and cities shall also consider the combined effects of proximity to population areas and the possibility of more intense uses of the land as indicated by:

(a) The availability of public facilities **- standard public facilities (except sewer) are available** ;

(b) Tax status – **Open Space Ag**;

(c) The availability of public services – **standard public services are available**;

(d) Relationship or proximity to urban growth areas – **No UGA's are designated on Camano Island, however the property is adjacent to the Utsalady RAID;**

(e) Predominant parcel size **– The average parcel size if the parcel's quarter section is less than 3 acres as a result of the adjacent RAID. Even if the platted lots within the RAID are eliminated from the calculation the average parcel size of the remaining lots is approximately 6 acres;**

(f) Land use settlement patterns and their compatibility with agricultural practices **– This portion of North Camano is view property which has dictated its conversion over time to residential land uses uses;**

(g) Intensity of nearby land uses **– Property is adjacent to Utsalady RAID and Rural development;**

(h) History of land development permits issued nearby – **Parent parcel was short platted prior to GMA. Property to the east was also developed as the Community of Terry Heights platted at a 5 acre or large lot subdivision;**

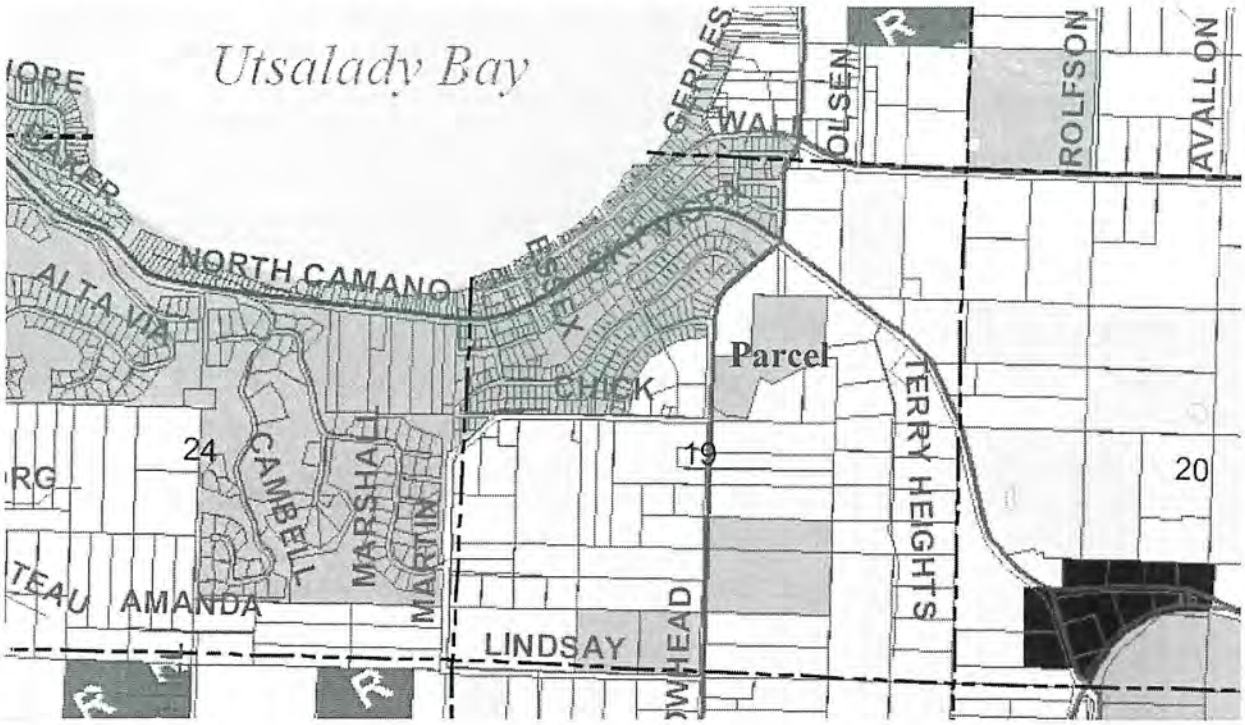
(i) Land values under alternative uses –

Market Value of Land - $317,250.00 Tax Value under Current Use - $15,566.00

(j) Proximity of markets – **property serves a local market in terms of hay production.**

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EXHIBIT B - VICINITY MAPS, ADJACENT PARCEL SIZES, AND ZONING



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Camano Island Zoning

Section Lines	Park	Rural Center	Rural Village	Review District	
Other Roads	Rural	Rural Forest	Federal Land	Municipality	
Arterials	Commercial Agriculture	Rural Residential	Light Manufacturing	Parcel Lines	
Highways	Rural Agriculture	Rural Service	Airport		

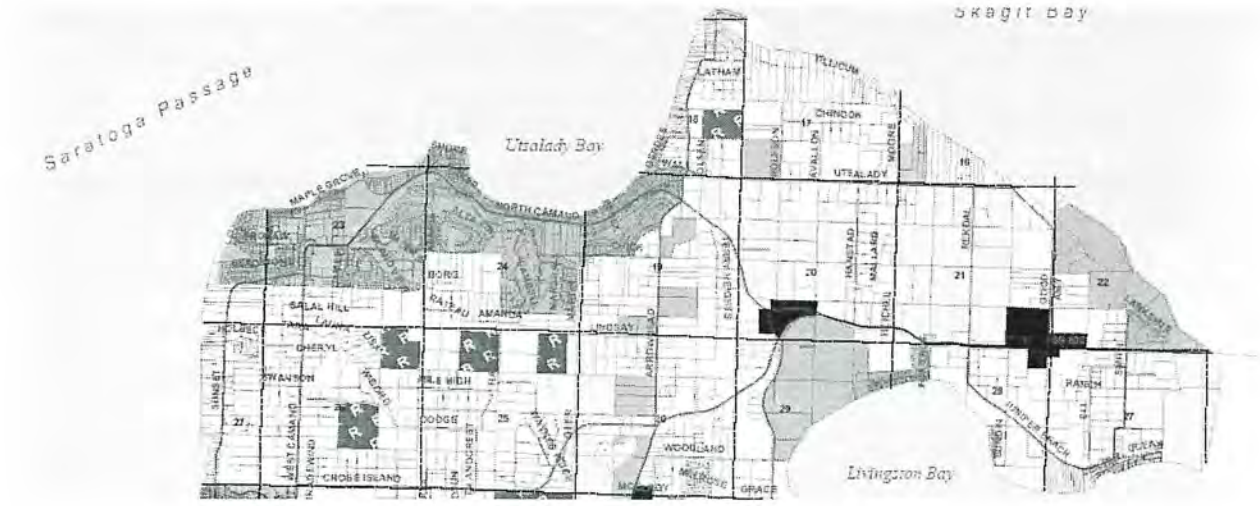


EXHIBIT C – QUARTER SECTION ZONING MAP



This map was adopted by Ordinance C-105-99, PLG-074-99, signed by the Board of Island County Commissioners on September 27, 1999.

DATED this _____ day of _____, 2007.

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_____

Owners Signature

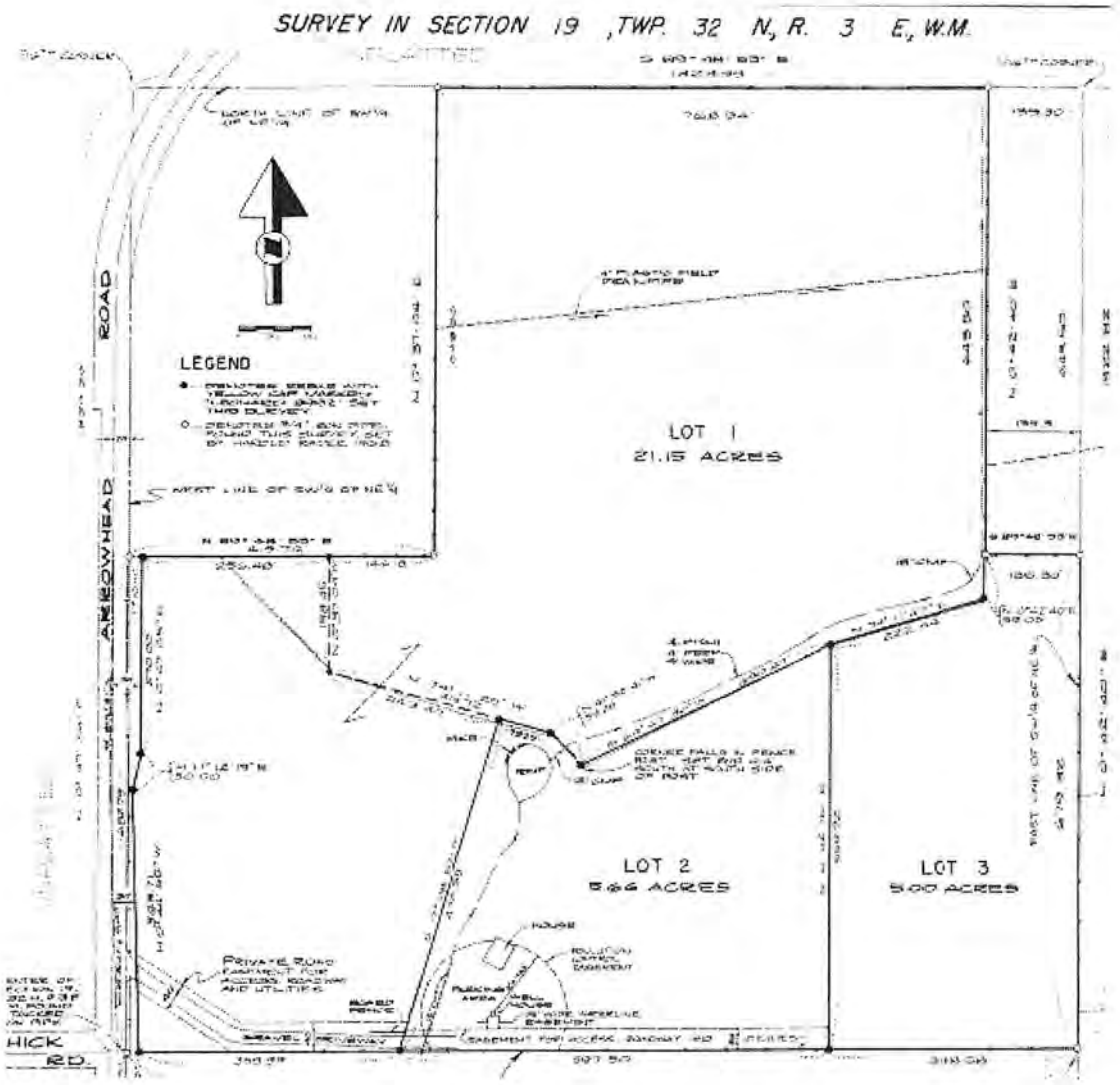
State of Washington)

County of _____)

On this _____ day of _____, 2007, before me the undersigned Notary Public in and for the above named County and State, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the individuals described in and who executed the foregoing easement and acknowledge to me that they signed this said instrument as their free and voluntary action for the purposes and uses therein made.

Given under my hand and official seal this _____ day of _____, 2007

EXHIBIT D – Short Plat Map



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EXHIBIT E – Comprehensive Plan Provisions

Agricultural Land Conservation

Conserving productive agricultural soils and encouraging farming operations as economically viable activity (and as an accepted way of life) is a major challenge in Island County. According to the Island County Economic Development Council, less than 300 persons are employed or depend on agricultural and forest lands in the county. Significant efforts have been made to preserve agricultural lands of key aesthetic and historical significance, and where viable farming is continuing, through public purchase of view easements or of the land itself. In general, outside of those areas, farming activities are scattered and in comparatively small blocks. Much of the area which remains in production is not underlain by significant amounts of prime (Class II or III) soils. There are no unique soils in Island County as defined by the USDA Natural Resource Conservation Service.

Farming which occurs on blocks under one ownership of 40 acres or more includes dairy, beef raising, vegetable and berry production and commercial seed production. There is also a "micro-farming" industry which is growing up in Island County, where individuals conduct farming on parcels smaller than 20 acres in size, usually not deriving the majority of their income from that activity. Although the county wants to encourage such micro-farming activities, the scattered tracts on which it is occurring are not critical to its growth or continuance, since new entrants will select from the full range of rural parcels within the county, not simply from parcels currently in use for micro-farming. In light of the existing pattern of rural development in Island County and the remaining agricultural activities which continue in the county, the focus of agricultural protection must be on blocks within one ownership or management of 20 acres or larger. Of those lands, the issue becomes which lands are of long-term commercial significance and which are more appropriate for a rural agriculture designation, which will encourage agriculture to continue, but provide more long-term flexibility in the use of the land.

Separating lands of long-term commercial significance from those more appropriate for rural agriculture designation.

As of 1997 there were 622 parcels in an agricultural tax program in the county, totaling approximately 13,042 acres. Of those 13,042 acres, only 9,935 acres in the county were in parcels 20 acres or larger. Excluding from the total acreage in an agricultural tax program those lands which are either less than 20 acres in contiguous ownership or which are not underlain be any prime soils leaves a total of 7,454 acres (5.7% of the total acreage in the county) which were identified as being suitable for designation as either agricultural lands of long-term commercial significance or as rural agriculture lands. Of the commercial products produced by Island County farms, dairy and livestock operations tend to be in significantly larger blocks of land under single ownership or management than are vegetable, berry and seed production areas. In examining the minimum block size under a single management which is feasible for dairy or livestock, however, it appears that as small as 40 acres may be economically feasible. Similarly, vegetable, berry or seed production on blocks of 40 acres or more appears to be economically viable. (Micro-farming of vegetables or flowers may occur on significantly smaller tracts, but preserving those tracts as a land base for the industry does not appear to have any significant bearing on the

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future viability of such operations.) Given the existing parcelization of the rural areas of the county, there is a long-term need to preserve blocks of 40 acres or more which are in active commercial production and which have soil quality to give them long-term commercial significance for agricultural production.

Reviewing the blocks of land being actively farmed under single management in Island County disclosed that many of those farms are not underlain by 50% or more prime soils. Some commercial farms with relatively little prime soil have been in operation in Island County for many years. It is assumed, however, that where the farm does not have prime soils, the current status of the farm as a commercial operation may be more a result of the skill or commitment of the current operator than the long-term value of the land as a land base for commercial agriculture. As a result, the only farms that should be put in Commercial Agriculture designation automatically are those which meet three criteria:

1. The farm is a block of at least 40 acres in size, owned by a single farmer.
2. Fifty percent or more of the block is underlain by prime soils.
3. The block is in active commercial agricultural use. Farms which do not qualify for designation as Commercial Agriculture because of soil quality may volunteer to be put in that classification.

All other parcels of 20 acres or more, within the agricultural tax program should be treated as agricultural lands of local importance and designated Rural Agriculture. Small farms are gaining increased importance in the County. Specialty crops may be cultivated on lands of a size and with underlying soils not normally associated with larger scale farming. It is important that the County recognize the changing trends of farming in the County and provide for the appropriate land use regulations to allow them to prosper. Incompatible development adjacent to agricultural lands increases pressures to convert these properties. Pressure comes from demands to suppress the "nuisance" factors created by farms, such as prohibiting livestock raising or limiting the storage and use of fertilizers. Right-to-farm measures must be adopted to enhance the farm economy. Under GMA, the County must ensure that uses on lands adjacent to resource lands do not interfere with continuing well-managed agricultural activities on resource lands. This may be accomplished by establishing a rural zoning density surrounding the resource lands; and, as required per RCW 36.70A.060, adopting regulations requiring that all users of new development within 300 feet of the property be notified of the proximity and impacts of the ongoing agricultural activities. Rising taxation on adjacent land further accelerates conversion pressures. Farm land can be preserved as agricultural open space by implementing an array of programs, such as agricultural land zoning and placing the property in current use-tax programs.

Rural Agriculture Lands (RA)

Definition:

Lands where agricultural activities have been an important and valued use in the past, and will continue to be in the future, but do not meet the criteria for inclusion as lands of long-term commercial significance.

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Designation Criteria:
A. All lands which are 20 acres or larger in contiguous ownership and are in the agriculture tax status are designated rural agriculture if they are not given a Commercial Agriculture designation.

B. Designation is based, in part, on the analysis presented in the report entitled Island County Commercial Agriculture Land Study, Island County Department of Planning and Community Development, February, 1998.

The Rural Agriculture and Rural Forest make up 8,715 and 14,000 acres respectively, while the Commercial Agriculture designation encompasses 1,900 acres.

Rural Agriculture Lands (RA)
Goal:
Create an area where rural agricultural activities are encouraged to occur with residential uses while preserving rural character and maintaining open space as the dominant characteristic.

Policies:
A. Minimum parcel size is 20 acres. Base density is one dwelling unit per 20 acres.

B. Preference shall be given to PRD cluster development consisting of either attached or detached housing on parcels at least 20 acres in size in the event subdivision of land occurs provided that at least 50% is allocated for permanent open space , of which no more than 15% can be allocated to community area as defined in chapter 16.17 ICC, and there are no adverse impacts to critical areas or natural resource conservation areas.

C. Upon adoption of this plan, Rural Agriculture landowners will be allocated Earned Development Units based on the time of commitment of their conservation easement in a Farm/Forest Management Plan. A schedule for the allocation of Earned

Development Units shall be shown in the development regulations with a clear relationship between number of earned units and time of commitment of conservation easement.

D. Earned development units may be used pursuant to an adopted Farm/Forest Development and Management Plan through boundary line adjustment, land division or PRD with a maximum lot size of 2.5 acres. No PRD density bonus shall be given to PRDs created as part of a Farm/Forest Plan. The plan will cover such items as the general location of earned development units, identify action to strengthen the farm or forest unit, shall encompass the entire farm or forest unit, shall commit at least 75% of the farm or forest unit to a conservation easement for no less than 10 years, and must protect the most productive portions of the farm or forest unit and enhance commercial productivity. All uses allowed in the Rural land use designation shall be allowed in the remaining 25%. Earned development units may be used only on land that does not contain prime soils or is otherwise not suitable for farming. Earned development units may be located on the Farm unit or other Rural, Rural Agriculture, Rural

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Forest or Commercial Agriculture lands owned by the farm or forest operator provided that at least 75% of the Farm unit is kept in a conservation easement.

E. Right-to-farm and forest measures shall protect the right to pursue farm and forestry activities.

F. The Rural Agriculture designation shall provide for appropriately categorized permitted and conditional uses that are compatible with the surrounding area and include accessory uses, agricultural products (growing, harvesting, managing, processing and sale), bed and breakfast rooms, communication towers, equestrian centers, essential public facilities, farm/forest produce stands, farm worker dwellings, forest products (growing, harvesting, managing, processing and sale), guest cottages, gun clubs and shooting ranges, home industries, home occupations, kennels, minor utilities, planned residential developments, seasonal sale of farm produce, single family dwellings, surface mining, and water tanks.

G. Measures shall be used to support roadside stands or farmers' markets which may help farmers who wish to directly market products to nearby residential areas.

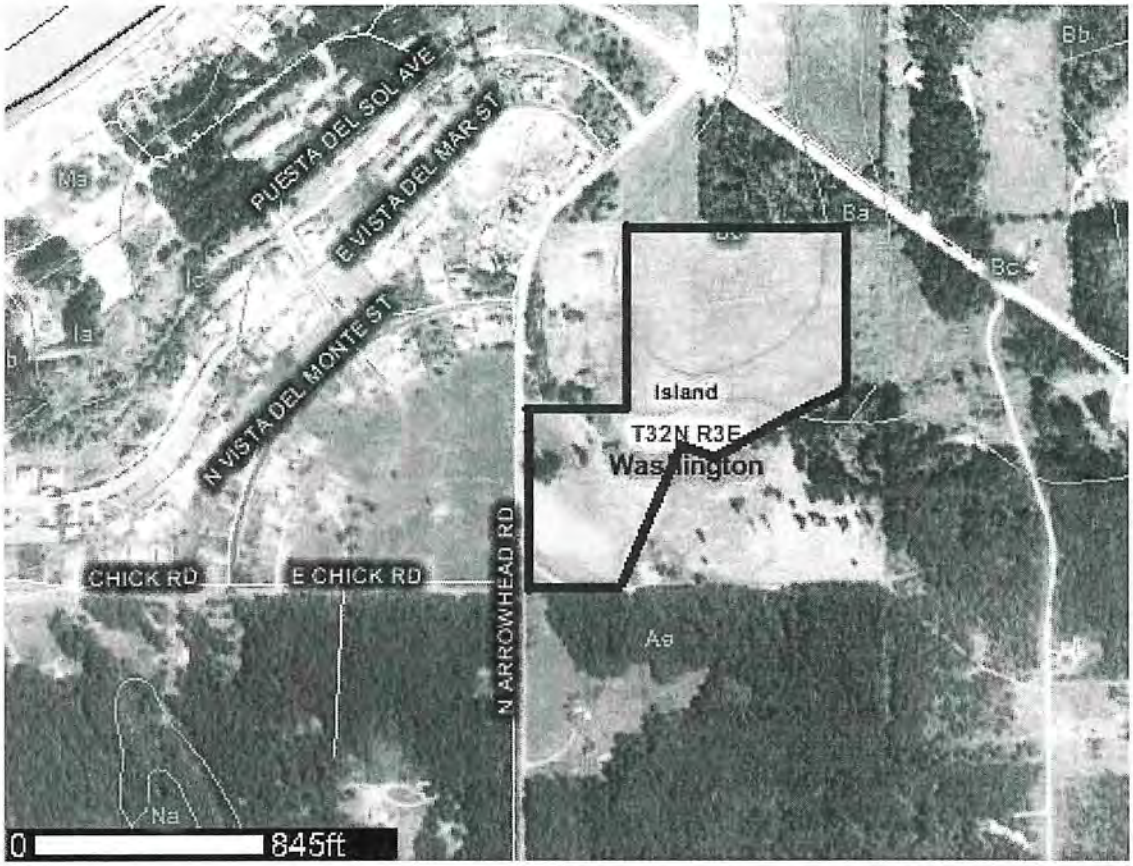
H. Encourage the conservation of lands suitable for agricultural use and support farming as an activity valued in the County.

I. Cooperative agricultural production and marketing will be encouraged.

J. Encourage agricultural landowners to retain their lands in agricultural production and to utilize tax incentive programs.
K. Support innovative public and private programs that provide farmers incentives to stay on the land.

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EXHIBIT F –Soils Survey



1. Bb Bow loam, 0 to 5 percent slopes
2. Bc Bow loam, 5 to 15 percent slopes
3. Ae Alderwood gravelly sandy loam, 5 to 15 percent slopes

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LAND-CAPABILITY CLASSIFICATION

Agriculture Handbook No. 210

NATURAL RESOURCES CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE

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FOREWORD

Since soil surveys are based on all of the characteristics of soils that influence their use and management, interpretations are needed for each of the many uses. Among these interpretations, the grouping of soils into capability units, subclasses, and classes is one of the most important. This grouping serves as an introduction of the soil map to farmers and other land users developing conservation plans.

As we have gained experience in this grouping, the definitions of the categories have improved. It is the purpose of this publication to set forth these definitions. In using the capability classification, the reader must continually recall that it is an interpretation. Like other interpretations, it depends on the probable interactions between the kind of soil and the alternative systems of management. Our management systems are continually changing. Economic conditions change. Our knowledge grows. Land users are continually being offered new things, such as new machines, chemicals, and plant varieties.

The new technology applies unevenly to the various kinds of soil. Thus the grouping of any one kind of soil does not stay the same with changes in technology. That is, new combinations of practices increase the productivity of some soils more than others, so some are going up in the

scale whereas others are going down, relatively. Some of our most productive soils of today were considered poorly suited to crops a few years ago. On the other hand, some other soils that were once regarded as good for cropping are now being used more productively for growing pulpwood. These facts in no way suggest that we should not make interpretations. In fact they become increasingly important as technology grows. But these facts do mean that soils need to be reinterpreted and regrouped after significant changes in economic conditions and technology.

Besides the capability classification explained in this publication, other important interpretations are made of soil surveys. Examples include groupings of soils according to crop-yield predictions, woodland suitability, range potentiality, wildlife habitat, suitability for special crops, and engineering behavior. Many other kinds of special groupings are used to help meet local needs.

CHARLES E. KELLOGG
Assistant Administrator for Soil Survey
Soil Conservation Service

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LAND-CAPABILITY CLASSIFICATION

By A. A. Klingebiel and P. H. Montgomery, soil scientists. Soil Conservation Service

The standard soil-survey map shows the different kinds of soil that are significant and their location in relation to other features of the landscape. These maps are intended to meet the needs of users with widely different problems and, therefore, contain considerable detail to show important basic soil differences.

The information on the soil map must be explained in a way that has meaning to the user. These explanations are called interpretations. Soil maps can be interpreted by (1) the individual kinds of soil on the map, and (2) the grouping of soils that behave similarly in responses to management and treatment. Because there are many kinds of soil, there are many individual soil interpretations. Such interpretations, however, provide the user with all the information that can be obtained from a soil map. Many users of soil maps want more general information than that of the individual soil-mapping unit. Soils are grouped in different ways according to the specific needs of the map user. The kinds of soil grouped and the variation permitted within each group differ according to the use to be made of the grouping.

The capability classification is one of a number of interpretive groupings made primarily for agricultural purposes. As with all interpretive groupings the capability classification begins with the individual soil-mapping units, which are building stones of the system (table 1). In this classification the arable soils are grouped according to their potentialities and limitations for sustained production of the common cultivated crops that do not require specialized site conditioning or site treatment. Non-arable soils (soils unsuitable for longtime sustained use for cultivated crops) are grouped according to their potentialities and limitations for the production of permanent vegetation and according to their risks of soil damage if mismanaged. The individual mapping units on soil maps show the location and extent of the different kinds of soil. One can make the greatest number of precise statements and predictions about the use and management of the individual mapping units shown on the soil map. The capability grouping of soils is designed (1) to help landowners and others use and interpret the soil maps, (2) to introduce users to the detail of the soil map itself, and (3) to make possible broad generalizations based on soil potentialities, limitations in use, and management problems.

The capability classification provides three major categories of soil groupings: (1) Capability unit, (2) capability subclass, and (3) capability class. The first category, capability unit, is a grouping of soils that have about the same responses to systems of management of common cultivated crops and pasture plants. Soils in any one capability unit are adapted to the same kinds of common cultivated and pasture plants and require similar alternative systems of management for these crops. Longtime estimated yields of adapted crops for individual soils within the unit under comparable management do not vary more than about 25 percent.[1][1]

The second category, the subclass, is a grouping of capability units having similar kinds of limitations and hazards. Four general kinds of limitations or hazards are recognized: (1) Erosion hazard, (2) wetness, (3) rooting- zone limitations, and (4) climate.

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[1][1] Yields are significant at the capability-unit level and are one of the criteria used in establishing capability units within a capability class. Normally, yields are estimated under the common management that maintains the soil resource. The main periods for such yield estimates are 10 or more years in humid areas or under irrigation and 20 or more years in subhumid or semiarid areas. The 25 percent allowable range is for economically feasible yields of adapted cultivated and pasture crops.

The third and broadest category in the capability classification places all the soils in eight capability classes. The risks of soil damage or limitations in use become progressively greater from class I to class VIII. Soils in the first four classes under good management are capable of producing adapted plants, such as forest trees or range plants, and the common cultivated field crops[2[2]] and pasture plants. Soils in classes V, VI, and VII are suited to the use of adapted native plants. Some soils in classes V and VI are also capable of producing specialized crops, such as certain fruits and ornamentals, and even field and vegetable crops under highly intensive management involving elaborate practices for soil and water conservation.[3[3]] Soils in class VIII do not return on-site benefits for inputs of management for crops, grasses, or trees without major reclamation.

The grouping of soils into capability units, subclasses, and classes is done primarily on the basis of their capability to produce common cultivated crops and pasture plants without deterioration over a long period of time. To express suitability of the soils for range and woodland use, the soil- mapping units are grouped into range sites and woodland-suitability groups.

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[2[2]] As used here the common crops include: Corn, cotton, tobacco, wheat, tame hay and pasture, oats, barley, grain sorghum, sugarcane, sugar beets, peanuts, soybeans, field-grown vegetables, potatoes, sweet potatoes, field peas and beans, flax, and most clean-cultivated fruit, nut, and ornamental plants. They do not include: Rice, cranberries, blueberries, and those fruit, nut, and ornamental plants that require little or no cultivation.

[3[3]] Soil and water conservation practices is a general expression for all practices including but not limited to those for erosion control.

Soil-mapping unit	Capability unit	Capability subclass	Capability class
A soil mapping unit is a portion the landscape that has similar characteristics and qualities and whose limits are fixed by precise definitions. Within the cartographic limitations and considering the purpose for which the map is made, the soil mapping unit is the unit about which the greatest number of precise statements and predictions can be made. The soil mapping units provide the most detailed soils information. The basic mapping units are the basis for all interpretive groupings of soils. They furnish the information needed for developing capability units, forest site groupings, crop suitability groupings, range site groupings, engineering groupings, and other interpretive groupings. The most specific management practices and estimated yields are related to the individual mapping unit.	A capability unit is a grouping of one or more individual soil mapping units having similar potentials and continuing limitations or hazards. The soils in a capability unit are sufficiently uniform to (a) produce similar kinds of cultivated crops and pasture plants with similar management practices, (b) require similar conservation treatment .and management under the same kind and condition of vegetative cover, (c) have comparable potential productivity. The capability unit condenses and simplifies soils information for planning individual tracts of land, field by field. Capability units with the class and subclass furnish information about the degree of limitation, kind of conservation problems and the management practices needed.	Subclasses are groups of capability units which have the same major conservation problem, such as— e—Erosion and runoff. w—Excess water. s—Root-zone limitations. c—Climatic limitations. The capability subclass provides information as to the kind of conservation problem or limitations involved. The class and subclass together provide the map user information about both the degree of limitation and kind of problem involved for broad program planning, conservation need studies, and similar purposes.	Capability classes are groups of capability subclasses or capability units that have the same relative degree of hazard or limitation. The risks of soil damage or limitation in use become progressively greater from class I to class VIII. The capability classes are useful as a means of introducing the map user to the more detailed information on the soil map. The classes show the location, amount, and general suitability of the soils for agricultural use. Only information concerning general agricultural limitations in soil use are class level.

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ASSUMPTIONS

In assigning soils to the various capability groupings a number of assumptions are made. Some understanding of these assumptions is necessary if the soils are to be grouped consistently in the capability classification and if the groupings are to be used properly. They are:

1. 1. A taxonomic (or natural) soil classification is based directly on soil characteristics. The capability classification (unit, subclass, and class) is an interpretive classification based on the effects of combinations of climate and permanent soil characteristics on risks of soil damage, limitations in use, productive capacity, and soil management requirements. Slope, soil texture, soil depth, effects of past erosion, permeability, water-holding capacity, type of clay minerals, and the many other similar features are considered permanent soil qualities and characteristics. Shrubs, trees, or stumps are not considered permanent characteristics.
2. 2. The soils within a capability class are similar only with respect to degree of limitations in soil use for agricultural purposes or hazard to the soil when it is so used. Each class includes many different kinds of soil, and many of the soils within any one class require unlike management and treatment. Valid generalizations about suitable kinds of crops or other management needs cannot be made at the class level.
3. 3. A favorable ratio of output to input [4][4] is one of several criteria used for placing any soil in a class suitable for cultivated crop, grazing, or woodland use, but no further relation is assumed or implied between classes and output-input ratios. The capability classification is not a productivity rating for specific crops. Yield estimates are developed for specific kinds of soils and are included in soil handbooks and soil-survey reports.
4. 4. A moderately high level of management is assumed—one that is practical and within the ability of a majority of the farmers and ranchers. The level of management is that commonly used by the "reasonable" men of the community. The capability classification is not, however, a grouping of soils according to the most profitable use to be made of the land. For example, many soils in class III or IV, defined as suitable for several uses including cultivation, may be more profitably used for grasses or trees than for cultivated crops.
5. 5. Capability classes I through IV are distinguished from each other by a summation of the degree of limitations or risks of soil damage that affect their management requirements for longtime sustained use for cultivated crops. Nevertheless, differences in kinds of management or yields of perennial vegetation may be greater between some pairs of soils within one class than between some pairs of soils from different classes. The capability class is not determined by the kind of practices recommended. For example, class II, III, or IV may or may not require the same kind of practices when used for cultivated crops, and classes I through VII may or may not require the same kind of pasture, range, or woodland practices.
6. 6. Presence of water on the surface or excess water in the soil; lack of water for adequate crop production; presence of stones; presence of soluble salts or exchangeable sodium, or

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[4][4] Based on longtime economic trends for average farms and farmers using moderately high level management. May not apply to specific farms and farmers but will apply to broad areas.

both; or hazard of overflow are not considered permanent limitations to use where the removal of these limitations is feasible.[5][5]

7. 7. Soils considered feasible for improvement by draining, by irrigating, by removing stones, by removing salts or exchangeable sodium, or by protecting from overflow are classified according to their continuing limitations in use, or the risks of soil damage, or both, after the improvements have been installed. Differences in initial costs of the systems installed on individual tracts of land do not influence the classification. The fact that certain wet soils are in classes II, III, and IV does not imply that they should be drained. But it does indicate the degree of their continuing limitation in use or risk of soil damage, or both, if adequately drained. Where it is considered not feasible to improve soils by drain- age, irrigation, stone removal, removal of excess salts or exchangeable sodium, or both, or to protect them from overflow, they are classified according to present limitations in use.
8. 8. Soils already drained or irrigated are grouped according to the continuing soil and climatic limitations and risks that affect their use under the present systems or feasible improvements in them.
9. 9. The capability classification of the soils in an area may be changed when major reclamation projects are installed that permanently change the limitations in use or reduce the hazards or risks of soil or crop damage for long periods of time. Examples include establishing major drainage facilities, building levees or flood-retarding structures, providing water for irrigation, removing stones, or large-scale grading of gullied land. (Minor dams, terraces, or field conservation measures subject to change in their effectiveness in a short time are not included.)
10. 10. Capability groupings are subject to change as new information about the behavior and responses of the soils becomes available.
11. 11. Distance to market, kinds of roads, size and shape of the soil areas, locations within fields, skill or resources of individual operators, and other characteristics of land-ownership patterns are not criteria for capability groupings.
12. 12. Soils with such physical-\ limitations that common field crops can be cultivated and harvested only by hand are not placed in classes I, II, III, and IV. Some of these soils need drainage or stone removal, or both, before some kinds of machinery can be used. This does not imply that mechanical equipment cannot be used on some soils in capability classes V, VI, and VII.
13. 13. Soils suited to cultivation are also suited to other uses such as pasture, range, forest, and wildlife. Some not suited to cultivation are suited to pasture, range, forest, or wildlife; others are suited only to pasture or range and wildlife; others only to forest and wildlife; and a few suited only to wildlife, recreation, and water-yielding uses. Groupings of soils for pasture, range, wildlife, or woodland may include soils from more than one capability class. Thus, to interpret soils for these uses, a grouping different from the capability classification is often necessary.

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[5][5] Feasible as used in this context means (1) that the characteristics and qualities of the soil are such that it is possible to remove the limitation, and (2) that over broad areas it is within the realm of present-day economic possibility to remove the limitation.

14. 14. Research data, recorded observations, and experience are used as the bases for placing soils in capability units, subclasses, and classes. In areas where data on response of soils to management are lacking, soils are placed in capability groups by interpretation of soil characteristics and qualities in accord with the general principles about use and management developed for similar soils elsewhere.

CAPABILITY CLASSES

Land Suited to Cultivation and Other Uses

Class I—Soils in class I have few limitations that restrict their use.

Soils in this class are suited to a wide range of plants and may be used safely for cultivated crops, pasture, range, woodland, and wildlife. The soils are nearly level[6[6]] and erosion hazard (wind or water) is low. They are deep, generally well drained, and easily worked. They hold water well and are either fairly well supplied with plant nutrients or highly responsive to inputs of fertilizer.

The soils in class I are not subject to damaging overflow. They are productive and suited to intensive cropping. The local climate must be favorable for growing many of the common field crops.

In irrigated areas, soils may be placed in class I if the limitation of the arid climate has been removed by relatively permanent irrigation works. Such irrigated soils (or soils potentially useful under irrigation) are nearly level, have deep rooting zones, have favorable permeability and water-holding capacity, and are easily maintained in good tilth. Some of the soils may require initial conditioning including leveling to the desired grade, leaching of a slight accumulation of soluble salts, or lowering of the seasonal water table. Where limitations due to salts, water table, overflow, or erosion are likely to recur, the soils are regarded as subject to permanent natural limitations and are not included in class I.

Soils that are wet and have slowly permeable subsoils are not placed in class I. Some kinds of soil in class I may be drained as an improvement measure for increased production and ease of operation.

Soils in class I that are used for crops need ordinary management practices to maintain productivity—both soil fertility and soil structure. Such practices may include the use of one or more of the following: Fertilizers and lime, cover and green-manure crops, conservation of crop residues and animal manures, and sequences of adapted crops.

Class II—Soils in class II have some limitations that reduce the choice of plants or require moderate conservation practices.

Soils in class II require careful soil management, including conservation practices, to prevent deterioration or to improve air and water relations when the soils are cultivated. The limitations are few and the practices are easy to apply. The soils may be used for cultivated crops, pasture, range, woodland, or wildlife food and cover.

Limitations of soils in class II may include singly or in combination the effects of (1) gentle slopes, (2) moderate susceptibility to wind or water erosion or moderate adverse effects of past erosion, (3) less than ideal soil depth, (4) somewhat unfavorable soil structure and workability, (5) slight to moderate salinity or sodium easily corrected but likely to recur, (6) occasional damaging overflow, (7) wetness correctable by drainage but existing permanently as a moderate limitation, and (8) slight climatic limitations on soil use and management.

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[6[6]] Some rapidly permeable soils in class I may have gentle slopes.

The soils in this class provide the farm operator less latitude in the choice of either crops or management practices than soils in class I. They may also require special soil-conserving cropping systems, soil conservation practices, water-control devices, or tillage methods when used for cultivated crops. For example, deep soils of this class with gentle slopes subject to moderate erosion when cultivated may need one of the following practices or some combination of two or more: Terracing, strip cropping, contour tillage, crop rotations that include grasses and legumes, vegetated water disposal areas, cover or green-manure crops, stubble mulching, fertilizers, manure, and lime. The exact combinations of practices vary from place to place, depending on the characteristics of the soil, the local climate, and the farming system.

Class III—Soils in class III have severe limitations that reduce the choice of plants or require special conservation practices, or both.

Soils in class III have more restrictions than those in class II and when used for cultivated crops the conservation practices are usually more difficult to apply and to maintain. They may be used for cultivated crops, pasture, woodland, range, or wildlife food and cover.

Limitations of soils in class III restrict the amount of clean cultivation; timing of planting, tillage, and harvesting; choice of crops; or some combination of these limitations. The limitations may result from the effects of one or more of the following: (1) Moderately steep slopes; (2) high susceptibility to water or wind erosion or severe adverse effects of past erosion; (3) frequent overflow accompanied by some crop damage; (4) very slow permeability of the subsoil; (5) wetness or some continuing waterlogging after drainage; (6) shallow depths to bedrock, hardpan, fragipan, or claypan that limit the rooting zone and the water storage; (7) low moisture-holding capacity; (8) low fertility not easily corrected; (9) moderate salinity or sodium; or (10) moderate climatic limitations. When cultivated, many of the wet, slowly permeable but nearly level soils in class III require drainage and a cropping system that maintains or improves the structure and tilth of the soil. To prevent puddling and to improve permeability it is commonly necessary to supply organic material to such soils and to avoid working them when they are wet. In some irrigated areas, part of the soils in class III have limited use because of high water table, slow permeability, and the hazard of salt or sodic accumulation. Each distinctive kind of soil in class III has one or more alternative combinations of use and practices required for safe use, but the number of practical alternatives for average farmers is less than that for soils in class II.

Class IV—Soils in class IV have very severe limitations that restrict the choice of plants, require very careful management, or both.

The restrictions in use for soils in class IV are greater than those in class III and the choice of plants is more limited. When these soils are cultivated, more careful management is required and conservation practices are more difficult to apply and maintain. Soils in class IV may be used for crops, pasture, woodland, range, or wildlife food and cover.

Soils in class IV may be well suited to only two or three of the common crops or the harvest produced may be low in relation to inputs over a long period of time. Use for cultivated crops is limited as a result of the effects of one or more permanent features such as (1) steep slopes, (2) severe susceptibility to water or wind erosion, (3) severe effects of past erosion, (4) shallow soils, (5) low moisture-holding capacity, (6) frequent overflows accompanied by severe crop damage, (7) excessive wetness with continuing hazard of waterlogging after drainage, (8) severe salinity or sodium, or (9) moderately adverse climate.

Many sloping soils in class IV in humid areas are suited to occasional but not regular cultivation. Some of the poorly drained, nearly level soils placed in class IV are not subject to erosion but are poorly suited to intertilled crops because of the time required for the soil to dry

out in the spring and because of low productivity for cultivated crops. Some soils in class IV are well suited to one or more of the special crops, such as fruits and ornamental trees and shrubs, but this suitability itself is not sufficient to place a soil in class IV.

In subhumid and semiarid areas, soils in class IV may produce good yields of adapted cultivated crops during years of above average rainfall; low yields during years of average rainfall; and failures during years of below average rainfall. During the low rainfall years the soil must be protected even though there can be little or no expectancy of a marketable crop. Special treatments and practices to prevent soil blowing, conserve moisture, and maintain soil productivity are required. Sometimes crops must be planted or emergency tillage used for the primary purpose of maintaining the soil during years of low rainfall. These treatments must be applied more frequently or more intensively than on soils in class III.

Land Limited in Use—Generally Not Suited to Cultivation[7][7]

Class V—Soils in class V have little or no erosion hazard but have other limitations impractical to remove that limit their use largely to pasture, range, woodland, or wildlife food and cover.

Soils .in class V have limitations that restrict the kind of plants that can be grown and that prevent normal tillage of cultivated crops. They are nearly level but some are wet, are frequently overflowed by streams, are stony, have climatic limitations, or have some combination of these limitations. Examples of class V are (1) soils of the bottom lands subject to frequent overflow that prevents the normal production of cultivated crops, (2) nearly level soils with a growing season that prevents the normal production of cultivated crops, (3) level or nearly level stony or rocky soils, and (4) ponded areas where drainage for cultivated crops is not feasible but where soils arc suitable for grasses or trees. Because of these limitations cultivation of the common crops is not feasible but pastures can be improved and benefits from proper management can be. expected.

Class VI—Soils in class VI have severe limitations that make them generally unsuited to cultivation and limit their use largely to pasture or range, woodland, or wildlife food and cover.

Physical conditions of soils placed in class VI are such that it is practical to apply range or pasture improvements, if needed, such as seeding, liming, fertilizing, and water control with contour furrows, drainage ditches, diversions, or water spreaders. Soils in class VI have continuing limitations that cannot be corrected, such as (1) steep slope, (2) severe erosion hazard, (3) effects of past erosion, (4) stoniness, (5) shallow rooting zone, (6) excessive wetness or overflow, (7) low moisture capacity, (8) salinity or sodium, or (9) severe climate. Because of one or more of these limitations these soils are not generally suited to cultivated crops. But they may be used for pasture, range, woodland, or wildlife cover or for some combination of these.

Some soils in class VI can be safely used for the common crops provided unusually intensive management is used. Some of the soils in this class are also adapted to special crops such as sodded orchards, blueberries, or the like, requiring soil conditions unlike those demanded by the common crops. Depending upon soil features and local climate the soils may be well or poorly suited to woodlands.

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[7][7] Certain soils grouped into classes V, VI, VII and VIII may be made fit for use for crops with major earthmoving or other costly renovation.

Class VII—Soils in class VII have very severe limitations that make them unsuited to cultivation and that restrict their use largely to grazing, woodland, or wildlife.

Physical conditions of soils in class VII are such that it is impractical to apply such pasture or range improvements as seeding, liming, fertilizing, and water control with contour furrows, ditches, diversions, or water spreaders. Soil restrictions are more severe than those in class VI because of one or more continuing limitations that cannot be corrected, such as (1) very steep slopes, (2) erosion, (3) shallow soil, (4) stones, (5) wet soil, (6) salts or sodium, (7) unfavorable climate, or (8) other limitations that make them unsuited to common cultivated crops. They can be used safely for grazing or woodland or wildlife food and cover or for some combination of these under proper management.

Depending upon the soil characteristics and local climate, soils in this class may be well or poorly suited to woodland. They are not suited to any of the common cultivated crops; in unusual instances, some soils in this class may be used for special crops under unusual management practices. Some areas of class VII may need seeding or planting to protect the soil and to prevent damage to adjoining areas.

Class VIII—Soils and landforms in class VIII have limitations that preclude their use for commercial plant production and restrict their use to recreation, wildlife, or water supply or to esthetic purposes.

Soils and landforms in class VIII cannot be expected to return significant on-site benefits from management for crops, grasses, or trees, although benefits from wildlife use, watershed protection, or recreation may be possible.

Limitations that cannot be corrected may result from the effects of one or more of the following: (1) Erosion or erosion hazard, (2) severe climate, (3) wet soil, (4) stones, (5) low moisture capacity, and (6) salinity or sodium.

Badlands, rock outcrop, sandy beaches, riverwash, mine tailings, and other nearly barren lands are included in class VIII. It may be necessary to give protection and management for plant growth to soils and landforms in class VIII in order to protect other more valuable soils, to control water, or for wildlife or esthetic reasons.

CAPABILITY SUBCLASSES

Subclasses are groups of capability units within classes that have the same kinds of dominant limitations for agricultural use as a result of soil and climate. Some soils are subject to erosion if they are not protected, while others are naturally wet and must be drained if crops are to be grown. Some soils are shallow or droughty or have other soil deficiencies. Still other soils occur in areas where climate limits their use. The four kinds of limitations recognized at the subclass level are: Risks of erosion, designated by the symbol (e); wetness, drainage, or overflow (w); rooting-zone limitations (s); and climatic limitations (c). The subclass provides the map user information about both the degree and kind of limitation. Capability class I has no subclasses.

Subclass (e) erosion is made up of soils where the susceptibility to erosion is the dominant problem or hazard in their use. Erosion susceptibility and past erosion damage are the major soil factors for placing soils in this subclass.

Subclass (w) excess water is made up of soils where excess water is the dominant hazard or limitation in their use. Poor soil drainage, wetness, high water table, and overflow are the criteria for determining which soils belong in this subclass.

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Subclass (s) soil limitations within the rooting zone includes, as the name implies, soils that have such limitations as shallowness of rooting zones, stones, low moisture-holding capacity, low fertility difficult to correct, and salinity or sodium.

Subclass (c) climatic limitation is made up of soils where the climate (temperature or lack of moisture) is the only major hazard or limitation in their use.[8[8]]

Limitations imposed by erosion, excess water, shallow soils, stones, low moisture-holding capacity, salinity, or sodium can be modified or partially overcome and take precedence over climate in determining subclasses. The dominant kind of limitation or hazard to the use of the land determines the assignment of capability units to the (e), (w), and (s) subclasses. Capability units that have no limitation other than climate are assigned to the (c) subclass.

Where two kinds of limitations that can be modified or corrected are essentially equal, the subclasses have the following priority: e, w, s. For example, we need to group a few soils of humid areas that have both an erosion hazard and an excess water hazard; with them the e takes precedence over the w. In grouping soils having both an excess water limitation and a rooting-zone limitation the w takes precedence over the s. In grouping soils of subhumid and semiarid areas that have both an erosion hazard and a climatic limitation the e takes precedence over the c, and in grouping soils with both rooting-zone limitations and climatic limitations the s takes precedence over the c.

Where soils have two kinds of limitations, both can be indicated if needed for local use; the dominant one is shown first. Where two kinds of problems are shown for a soil group, the dominant one is used for summarizing data by subclasses.

CAPABILITY UNITS

The capability units provide more specific and detailed information than the subclass for application to specific fields on a farm or ranch. A capability unit is a grouping of soils that are nearly alike in suitability for plant growth and responses to the same kinds of soil management. That is, a reasonably uniform set of alternatives can be presented for the soil, water, and plant management of the soils in a capability unit, not considering effects of past management that do not have a more or less permanent effect on the soil. Where soils have been so changed by management that permanent characteristics have been altered, they are placed in different soil series. Soils grouped into capability units respond in a similar way and require similar management although they may have soil characteristics that put them in different soil series.

Soils grouped into a capability unit should be sufficiently uniform in the combinations of soil characteristics that influence their qualities to have similar potentialities and continuing limitations or hazards. Thus the soils in a capability unit should be sufficiently uniform to (a) produce similar kinds of cultivated crops and pasture plants with similar management practices, (b) require similar conservation treatment and management under the same kind and condition of vegetative cover, and (c) have comparable potential productivity. (Estimated average yields under similar management systems should not vary more than about 25 percent among the kinds of soil included within the unit.)

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[8[8]] Especially among young soils such as alluvial soils, although not limited to them, climatic phases of a soil series must be established for proper grouping into capability units and into other interpretive groupings. Since the effects result from interactions between soil and climate, such climatic phases are not defined the same in terms of precipitation, temperature, and so on, for contrasting kinds of soils.

OTHER KINDS OF SOIL GROUPINGS

Other kinds of interpretive soil groupings are necessary to meet specific needs. Among these are groupings for range use, woodland use, special crops, and engineering interpretation.

The range site is a grouping of soils with a potential for producing the same kinds and amounts of native forage. The range site for rangeland is comparable to the capability unit for cultivated land. The purpose of such a grouping is to show the potential for range use and to provide the basis for which the criteria for determining range condition can be established. The soils grouped into a single range site may be expected to produce similar longtime yields and respond similarly to alternative systems of management and to such practices as seeding, pitting, and water spreading.

Soils suitable for range but not for common cultivated crops may be placed in capability classes V and VI if they are capable of returning inputs from such management practices as seeding, fertilizing, or irrigating and in class VII if they are not. If these soils do not give economic returns under any kind of management when used for cultivated crops, pasture, woodland or range, they fall in class VIII.

Soil-woodland site index correlations are essential for interpreting the potential wood production of the individual soil units that are mapped.

Woodland-site indices are commonly developed for individual kinds of soils. Soil-mapping units can be placed in woodland groupings according to site indices for adapted species and other responses and limitations significant to woodland conservation. Such groupings do not necessarily parallel those for capability units or range sites; however, in some areas capability units may be grouped into range sites and woodland-suitability groups.

Rice has soil requirements unlike those of the common cultivated crops requiring well-aerated soils. Some fruits and ornamentals do not require clean cultivation. Therefore, these crops are not given weight in the capability grouping. Instead, special groupings of the soils for each of these crops are made in the areas where they are significant.

With a good basic table of yields and practices the soils can be placed in any number of suitability groups. Commonly, five groups—unsuited, fairly suited, moderately suited, well suited and very well suited—are sufficient.

Kinds of soil shown on the soil map are also grouped according to need for applying engineering measures including drainage, irrigation, land leveling, land grading; determining suitability as subgrade for roads; and constructing ponds and small dams. Such groupings may be unlike those made for other purposes.

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CRITERIA FOR PLACING SOILS IN CAPABILITY CLASSES

Soil and climatic limitations in relation to the use, management, and productivity of soils are the bases for differentiating capability classes. Classes are based on both degree and number of limitations affecting kind of use, risks of soil damage if mismanaged, needs for soil management, and risks of crop failure. To assist in making capability groupings, specific criteria for placing soils in units, subclasses, and classes are presented here. Because the effects of soil characteristics and qualities vary widely with climate, these criteria must be for broad soil areas that have similar climate.

Capability groupings are based on specific information when available— information about the responses of the individual kinds of soil to management and the combined effect of climate

and soil on the crops grown. It comes from research findings, field trials, and experiences of farmers and other agricultural workers. Among the more common kinds of information obtained are soil and water losses, kinds and amounts of plants that can be grown, weather conditions as they affect plants, and the effect of different kinds and levels of management on plant response. This information is studied along with laboratory data on soil profiles. Careful analysis of this information proves useful not only in determining the capability of these individual kinds of soil but also in making predictions about the use and management of related kinds of soil.

Basic yield estimates of the adapted crops under alternative, defined systems of management are assembled in a table. Where data are few, the estimates should be reasonable when tested against available farm records and studies of the combinations of soil properties. Where information on response of soils to management is lacking, the estimates of yields and the grouping of soils into capability units, subclasses, and classes are based on an evaluation of combinations of the following:

1. 1. Ability of the soil to give plant response to use and management as evidenced by organic-matter content, ease of maintaining a supply of plant nutrients, percentage base saturation, cation-exchange capacity, kind of clay mineral, kind of parent material, available water holding capacity, response to added plant nutrients, or other soil characteristics and qualities.
2. 2. Texture and structure of the soil to the depth that influences the environment of roots and the movement of air and water.
3. 3. Susceptibility to erosion as influenced by kind of soil (and slope) and the effect of erosion on use and management.
4. 4. Continuous or periodic waterlogging in the soil caused by slow permeability of the underlying material, a high water table, or flooding.
5. 5. Depth of soil material to layers inhibiting root penetration.
6. 6. Salts toxic to plant growth.
7. 7. Physical obstacles such as rocks, deep gullies, etc.
8. 8. Climate (temperature and effective moisture).

This list is not intended to be complete. Although the soils of any area may differ from one another in only a few dozen characteristics, none can be taken for granted. Extreme deficiencies or excesses of trace elements, for example, can be vital. Commonly, the underlying geological strata are significant to water infiltration, water yield, and erosion hazard.

Any unfavorable fixed or recurring soil or landscape features may limit the safe and productive use of the soil. One unfavorable feature in the soil may so limit its use that extensive treatment would be required. Several minor unfavorable features collectively may become a major problem and thus limit the use of the soil. The combined effect of these in relation to the use, management, and productivity of soils is the criterion for different capability units.

Some of the criteria used to differentiate between capability classes are discussed on the following pages. The criteria and ranges in characteristics suggested assume that the effects of other soil characteristics and qualities are favorable and are not limiting factors in placing soils in capability classes.

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Arid and Semiarid, Stony, Wet, Saline-Sodic, and Overflow Soils

The capability-class designations assigned to soils subject to flooding, poorly or imperfectly drained soils, stony soils, dry soils needing supplemental water, and soils having excess soluble salts or exchangeable sodium are made on the basis of continuing limitations and hazards after removal of excess water, stones, salts, and exchangeable sodium.

When assessing the capability class of any soil the feasibility of any necessary land improvements must be considered. Feasible as used here means (1) that the characteristics and qualities of the soil are such that it is possible to remove the limitation, and (2) that over broad areas it is within the realm of economic possibility to remove the limitation. The capability designation of these areas is determined by those practices that are practical now and in the immediate future.

The following kinds of soil are classified on the basis of their present continuing limitations and hazards: (1) Dry soils (arid and semiarid areas) now irrigated, (2) soils from which stones have been removed, (3) wet soils that have been drained, (4) soils from which excess quantities of soluble salts or exchangeable sodium have been removed, and (5) soils that have been protected from overflow.

The following kinds of soil are classified on the basis of their continuing limitations and hazards as if the correctable limitations had been removed or reduced: (1) Dry soils not now irrigated but for which irrigation is feasible and water is available, (2) stony soils for which stone removal is feasible, (3) wet soils not now drained but for which drainage is feasible, (4) soils that contain excess quantities of soluble salts or exchangeable sodium feasible to remove, and (5) soils subject to overflow but for which protection from overflow is feasible. Where desirable or helpful, the present limitation due to wetness, stoniness, etc., may be indicated.

The following kinds of soil are classified on the basis of their present continuing limitations and hazards if the limitations cannot feasibly be corrected or removed: (1) Dry soils, (2) stony soils, (3) soils with excess quantities of saline and sodic salts, (4) wet soils, or (5) soils subject to overflow.

Climatic Limitations

Climatic limitations (temperature and moisture) affect capability. Extremely low temperatures and short growing seasons are limitations, especially in the very northern part of continental United States and at high altitudes.

Limited natural moisture supply affects capability in subhumid, semiarid, and arid climates. As the classification in any locality is derived in part from observed performance of crop plants, the effects of the interaction of climate with soil characteristics must be considered. In a subhumid climate for example, certain sandy soils may be classified as class VI or class VII whereas soils with similar water-holding capacity in a more humid climate are classified as class III or IV. The moisture factor must be directly considered in the classification in most semiarid and arid climates. The capability of comparable soils decreases as effective rainfall decreases.

In an arid climate the moisture from rain and snow is not enough to support crops. Arid land can be classed as suited to cultivation (class I, II, III, or IV) only if the moisture limitation is removed by irrigation. Wherever the moisture limitation is removed in this way, the soil is classified according to the effects of other permanent features and hazards that limit its use and permanence, without losing sight of the practical requirements of irrigation farming.

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Wetness Limitations

Water on the soil or excess water in the soil presents a hazard to or limits its use. Such water may be a result of poor soil drainage, high water table, overflow (includes stream overflow, ponding, and runoff water from higher areas), and seepage. Usually soil needing drainage has some permanent limitation that precludes placing it in class I even after drainage.

Wet soils are classified according to their continuing soil limitations and hazards after drainage. In determining the capability of wet areas emphasis is placed on practices considered practical now or in the foreseeable future. The vast areas of marshland along the seacoast or high-cost reclamation projects not now being planned or constructed are not classified as class I, II, or III. If reclamation projects are investigated and found to be feasible the soils of the area are reclassified based on the continuing limitations and hazards after drainage. This places the classification of wet soils on a basis similar to that of the classification of irrigated, stony, saline, or overflow soils. Some large areas of bottom land subject to overflow are reclassified when protected by dikes or other major reclamation work. There are examples of these along streams where levees have been constructed Land already drained is classified according to the continuing limitations and hazards that affect its use.

Needs for initial conditioning, such as for clearing of trees or swamp vegetation, are not considered in the capability classification. They may be of great importance, however, in making some of the land-management decisions. Costs of drainage, likewise, are not considered directly in the capability classification, although they are important to the land manager.

Toxic Salts

Presence of soluble salts or exchangeable sodium in amounts toxic to most plants can be a serious limiting factor in land use. Where toxic salts are the limiting factor, the following ranges are general guides until more specific criteria are available:

Class II—Crops slightly affected. In irrigated areas, even after salt removal, slight salinity or small amounts of sodium remains or is likely to recur.

Class Ill—Crops moderately affected. In irrigated areas, even after salt removal, moderate salinity or moderate amounts of sodium remains or is likely to recur.

Classes IV-VI—Crops seriously affected on cultivated land. Usually only salt-tolerant plants will grow on noncultivated land. In irrigated areas, even after leaching, severe salinity or large amounts of sodium remains or is likely to recur.

Class VII—Satisfactory growth of useful vegetation impossible, except possibly for some of the most salt-tolerant forms, such as some Atriplexes that have limited use for grazing.

Slope and Hazard of Erosion

Soil damage from erosion is significant in the use, management, and response of soil for the following reasons:

1. 1. An adequate soil depth must be maintained for moderate to high crop production. Soil depth is critical on shallow soils over nonrenewable substrata such as hard rock. These soils tolerate less damage from erosion than soils of similar depth with a renewable substrata such as the raw loess or soft shale that can be improved through the use of special tillage, fertilizer, and beneficial cropping practices.
2. 2. Soil loss influences crop yields. The reduction in yield following the loss of each inch of surface soil varies widely for different kinds of soil. The reduction is least on soils

having little difference in texture, consistence, and fertility between the various horizons of the soil. It is greatest where there is a marked difference between surface layers and subsoils, such as among soils with claypans. For example, corn yields on soils with dense, very slowly permeable subsoils may be reduced 3 to 4 bushels per acre per year for each inch of surface soil lost. Yield reduction is normally small on deep, moderately permeable soils having similar textured surface and subsurface layers and no great accumulation of organic matter in the surface soil.

3. 3. Nutrient loss through erosion on sloping soils is important not only because of its influence on crop yield but also because of cost of replacement to maintain crop yields. The loss of plant nutrients can be high, even with slight erosion.
4. 4. Loss of surface soil changes the physical condition of the plow layer in soils having finer textured layers below the surface soil. Infiltration rate is reduced; erosion and runoff rates are increased; tilth is difficult to maintain; and tillage operations and seedbed preparation are more difficult.
5. 5. Loss of surface soil by water erosion, soil blowing, or land leveling may expose highly calcareous lower strata that are difficult to make into suitable surface soil.
6. 6. Water-control structures are damaged by sediments due to erosion. Maintenance of open drains and ponds becomes a problem and their capacity is reduced as sediment accumulates.
7. 7. Gullies form as a result of soil loss. This kind of soil damage causes reduced yields, increased sediment damage, and physical difficulties in farming between the gullies.

The steepness of slope, length of slope, and shape of slope (convex or concave) all influence directly the soil and water losses from a field. Steepness of slope is recorded on soil maps. Length and shape of slopes are not recorded on soil maps; however, they are often characteristic of certain kinds of soil, and their effects on use and management can be evaluated as a part of the mapping unit.

Where available, research data on tons of soil loss per acre per year under given levels of management are used on sloping soils to differentiate between capability classes.

Soil Depth

Effective depth includes the total depth of the soil profile favorable for root development. In some soils this includes the C horizon; in a few only the A horizon is included. Where the effect of depth is the limiting factor, the following ranges are commonly used: Class I, 36 inches or more; class II, 20-36 inches; class III, 10-20 inches; and class IV, less than 10 inches. These ranges in soil depth between classes vary from one section of the country to another depending on the climate. In arid and semiarid areas, irrigated soils in class I are 60 or more inches in depth. Where other unfavorable factors occur in combination with depth, the capability decreases.

Previous Erosion

On some kinds of soil previous erosion reduces crop yields and the choice of crops materially; on others the effect is not great. The effect of past erosion limits the use of soils (1) where subsoil characteristics are unfavorable, or (2) where soil material favorable for plant growth is shallow to bedrock or material similar to bedrock. In some soils, therefore, the degree of erosion influences the capability grouping.

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Available Moisture Holding Capacity

Water-holding capacity is an important quality of soil. Soils that have limited moisture-holding capacity are likely to be droughty and have limitations in kinds and amounts of crops that can be grown; they also present fertility and other management problems. The ranges in water-holding capacity for the soils in the capability classes vary to a limited degree with the amount and distribution of effective precipitation during the growing season. Within a capability class, the range in available moisture-holding capacity varies from one climatic region to another.

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Alluvial soils—Soils developing from transported and relatively recently deposited material (alluvium) with little or no modification of the original materials by soil-forming processes. (Soils with well-developed profiles that have formed from alluvium are grouped with other soils having the same kind of profiles, not with the alluvial soils.)

Available nutrient in soils—The part of the supply of a plant nutrient in the soil that can be taken up by plants at rates and in amounts significant to plant growth.

Available water in soils—The part of the water in the soil that can be taken up by plants at rates significant to their growth; usable; obtainable.

Base saturation—The relative degree to which soils have metallic cations absorbed. The proportion of the cation-exchange capacity that is saturated with metallic cations.

Cation-exchange capacity—A measure of the total amount of exchangeable cations that can be held by the soil. It is expressed in terms of milliequivalents per 100 grams of soil at neutrality (pH 7) or at some other stated pH value. (Formerly called base-exchange capacity.)

Clay mineral—Naturally occurring inorganic crystalline material in soils or other earthy deposits of clay size—particles less than 0.002 mm. in diameter.

Deep soil—Generally, a soil deeper than 40 inches to rock or other strongly contrasting material. Also, a soil with a deep black surface layer; a soil deeper than about 40 inches to the parent material or to other unconsolidated rock material not modified by soil-forming processes; or a soil in which the total depth of unconsolidated material, whether true soil or not, is 40 inches or more.

Drainage, soil—(1) The rapidity and extent of the removal of water from the soil by runoff and flow through the soil to underground spaces. (2) As a condition of the soil, soil drainage refers to the frequency and duration of periods when the soil is free of saturation. For example, in well-drained soils, the water is removed readily, but not rapidly; in poorly drained soils, the root zone is waterlogged for long periods and the roots of ordinary crop plants cannot get enough oxygen; and in excessively drained soils, the water is removed so completely that most crop plants suffer from lack of water.

Drought—A period of dryness, especially a long one. Usually considered to be any period of soil-moisture deficiency within the plant root zone. A period of dryness of sufficient length to deplete soil moisture to the extent that plant growth is seriously retarded.

Erosion—The wearing away of the land surface by detachment and transport of soil and rock materials through the action of moving water, wind, or other geological agents.

Fertility, soil—The quality of a soil that enables it to provide compounds, in adequate amounts and in proper balance, for the growth of specified plants, when other growth factors such as light, moisture, temperature, and the physical condition of the soil are favorable.

Field capacity—The amount of moisture remaining in a soil after the free water has been allowed to drain away into drier soil material beneath; usually expressed as a percentage of the oven dry weight of soil or other convenient unit. It is the highest amount of moisture that the soil will hold under conditions of free drainage after excess water has drained away following a rain or irrigation that has wet the whole soil. For permeable soils of medium texture, this is about 2 or 3 days after a rain or thorough irrigation. Although generally similar for one kind of soil, values vary with previous treatments of the soil.

First bottom— The normal flood plain of a stream, subject to frequent or occasional flooding.

Parent material—The unconsolidated mass of rock material (or peat) from which the soil profile develops.

Permeability, soil—The quality of a soil horizon that enables water or air to move through it. It can be measured quantitatively in terms of rate of flow of water through a unit cross section in unit time under specified temperature and hydraulic conditions. Values for saturated soils usually are called hydraulic conductivity. The permeability of a soil may be limited by the presence of one nearly impermeable horizon even though the others are permeable.

Phase, soil—The subdivision of a soil type or other classificational soil unit having variations in characteristics not significant to the classification of the soil in its natural landscape but significant to the use and management of the soil. Examples of the variations recognized by phases of soil types include differences in slope, stoniness, and thickness because of accelerated erosion.

Profile (soil) —A vertical section of the soil through all its horizons and extending into the parent material.

Range (or rangeland) —Land that produces primarily native forage plants suitable for grazing by livestock, including land that has some forest trees.

Runoff—The surface flow of water from an area; or the total volume of surface flow during a specified time.

Saline soil—A soil containing enough soluble salts to impair its productivity for plants but not containing an excess of exchangeable sodium.

Series, soil—A group of soils that have soil horizons similar in their differentiating characteristics and arrangement in the soil profile, except for the texture of the surface soil, and are formed from a particular type of parent material Soil series is an important category in detailed soil classification. Individual series are given proper names from place names near the first recorded occurrence. Thus names like Houston, Cecil, Bames, and Miami are names of soil series that appear on soil maps and each connotes a unique combination of many soil characteristics. Sodic soil (alkali) Soil that contains sufficient sodium to interfere with the growth of most crop plants; soils for which the exchangeable-sodium- percentage is 15 or more.

Soil (1) —The natural medium for the growth of land plants. (2) A dynamic natural body on the surface of the earth in which plants grow, composed of mineral and organic materials and living forms. (3) The collection of natural bodies occupying parts of the earth's surface that support plants and that have properties due to the integrated effect of climate and living matter acting upon parent material, as conditioned by relief, over periods of time.

A soil is an individual three-dimensional body on the surface of the earth unlike the adjoining bodies. (The area of individual soils ranges from less than 1/2 acre to more than 300 acres.)

A kind of soil is the collection of soils that are alike in specified combinations of characteristics. Kinds of soil are given names in the system of soil classification. The terms "the soil" and "soil" are collective terms used for all soils, equivalent to the word "vegetation" for all plants.

Soil Characteristic—A feature of a soil that can be seen and/or measured in the field or in the laboratory on soil samples. Examples include soil slope and stoniness as well as the texture, structure, color, and chemical composition of soil horizons.

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Soil management—The preparation, manipulation, and treatment of soils for the production of plants, including crops, grasses, and trees.

Soil quality—An attribute of a soil that cannot be seen or measured directly from the soil alone but which is inferred from soil characteristics and soil behavior under defined conditions. Fertility, productivity, and erodibility are examples of soil qualities (in contrast to soil characteristics).

Soil survey—A general term for the systematic examination of soils in the field and in the laboratories, their description and classification, the mapping of kinds of soil, and the interpretation of soils according to their adaptability for various crops, grasses, and trees, their behavior under use or treatment for plant production or for other purposes, and their productivity under different management systems.

Structure, soil—The arrangement of primary soil particles into compound particles or clusters that are separated from adjoining aggregates and have properties unlike those of an equal mass of unaggregated primary soil particles. The principal forms of soil structure are platy, prismatic, columnar (prisms with rounded tops), blocky (angular or subangular), and granular.

Structureless soils are (1) single grain—each grain by itself, as in dune sand, or (2) massive—the particles adhering together without any regular cleavage as in many claypans and hardpans. ("Good" or "bad" tilth are terms for the general structural condition of cultivated soils according to particular plants or sequences of plants.)

Subsoil—The B horizons of soils with distinct profiles. In soils with weak profile development, the subsoil can be defined as the soil below the plowed soil (or its equivalent of surface soil), in which roots normally grow. Al- though a common term, it cannot be defined accurately. It has been carried over from early days when "soil" was conceived only as the plowed soil and that under it as the "subsoil."

Surface soil—The soil ordinarily moved in tillage, or its equivalent in uncultivated soil, about 5 to 8 inches in thickness.

Texture, soil—The relative proportions of the various size groups of individual soil grains in a mass of soil. Specifically, it refers to the proportions of sand, silt, and clay.

Type, soil—A subgroup or category under the soil series based on the texture of the surface soil. A soil type is a group of soils having horizons similar in differentiating characteristics and arrangement in the soil profile and developed from a particular type of parent material. The name of a soil type consists of the name of the soil series plus the textural class name of the upper part of the soil equivalent to the surface soil. Thus Miami silt loam is the name of a soil type within the Miami series.

Water table—The upper limit of the part of the soil or underlying rock material that is wholly saturated with water. In some places an upper, or perched, water table may be separated from a lower one by a dry zone.

Water-holding capacity—The capacity (or ability) of soil to hold water against gravity (see Field capacity). The water-holding capacity of sandy soils is usually considered to be low while that of clayey soils is high. It is often expressed in inches of water per foot depth of soil.

Waterlogged—A condition of soil in which both large and small pore spaces are filled with water. (The soil may be intermittently waterlogged because of a fluctuating water table or waterlogged for short periods after rain.)

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EXHIBIT D

SEPA Checklist

Island County

ENVIRONMENTAL CHECKLIST

(WAC 197-11-960 Environmental checklist)

Purpose of Checklist

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of Checklist for Nonproject Proposals

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." In addition, complete the Supplemental Sheet for Nonproject Actions (part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project, if applicable:

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Rezone from RA to Rural.

2. Name of applicant:

James Weber and Kathy Weber

Timothy McQuery and Rachael McQuery

3. Address and phone number of applicant and contact person:

221 Baker View Lane Phone: 360-387-2820
Camano Island, WA

4. Date checklist prepared:

July 12, 2007

5. Agency requesting checklist:

Island County

6. Proposed timing or schedule (including phasing, if applicable):

Application submitted spring of 2007

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Possibly short platting the property. The property consists of 2 existing 10 acre parcels. Each lot could be divided into 2 lots.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

NA

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

None

10. List any government approvals or permits that will be needed for your proposal, if known.

Rezone

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several

questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Owner and applicant seek rezone from Rural Agricultural zone to Rural.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Project Address: (Or Closest Intersection) 221 Baker View Lane

Assessor Parcel Number(s): R33219-335-3280

B. ENVIRONMENTAL ELEMENTS

1. EARTH

A. General description of the site (circle one): Flat, ~~rolling~~, hilly, steep slopes, mountainous, other_____

B. What is the steepest slope on the site (approximate percent slope)?

Maximum slope is approx. 10%

C. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

Bow loam, 0 to 5 percent slopes
Bow loam, 5 to 15 percent slopes
Alderwood gravelly sandy loam, 5 to 15 percent slopes

D. Are there surface indications c

No

E. Describe the purpose, type and approximate quantities of any filling or grading proposed. Indicate source of fill.

Does not apply.

F. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Does not apply

G. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Does not apply

H. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

County's erosion and sedimentation control would apply to any future land disturbing activities which are currently not planned.

2. **AIR**

A. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities of known.

Does not apply

B. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Does not apply

C. Proposed measures to reduce or control emissions or other impacts to air, if any?

Compliance with NW air pollution standards.

3. **WATER**

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A. Surface:

i. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Does not apply

ii. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No project scheduled at this time.

iii. Estimate the amount of fill and dredge materials that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Does not apply

iv. Will the proposal require surface water withdrawals or diversions? Give general description, purpose and approximate quantities if known.

No

v. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

vi. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

None, Non-Project Action

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B. Ground:

i. Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

Non-Project Action but may result in future demand for 2 additional single family residences.

ii. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . .; agricultural; etc.) Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable) or the number of animals or humans the system(s) are expected to serve.

Does not apply future sewer systems will be OSS.

C. Water Runoff (including storm water):

i. Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Does not apply

ii. Could waste materials enter ground or surface waters? If so, generally describe.

Does not apply

D. Proposed measures to reduce or control surface, ground and runoff water impacts, if any:

Future actions will comply with County surface water standards.

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4. **PLANTS**

A. Check or circle types of vegetation found on the site:

All found within service area.

__X__ deciduous tree: alder, maple, aspen, other
__X__ evergreen tree: fir, cedar, pine, other
__X__ shrubs
__X__ grass
__X__ pasture
_____ crop or grain
_____ wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other
_____ water plants: water lily, eelgrass, milfoil, other
_____ other types of vegetation

B. What kind and amount of vegetation will be removed or altered?

Does not apply

C. List threatened or endangered species known to be on or near the site.

Does not apply

D. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Does not apply

5. **ANIMALS**

A. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

birds: hawk, heron, eagle, songbirds, other
mammals: deer, bear, elk, beaver, other
fish: bass, salmon, trout, herring, shellfish, other

B. List any threatened or endangered species known to be on or near the site.

None known

C. Is the site part of a migration route? If so, explain.

Pacific Flyway

D. Proposed measures to preserve or enhance wildlife, if any:

Does not apply

6. ENERGY AND NATURAL RESOURCES

A. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electrical energy for future homes.

B. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
Does not apply

C. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Energy conservation is primarily related to future residential construction.

7. ENVIRONMENTAL HEALTH

A. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

No

i. Describe special emergency services that might be required.

None

ii. Proposed measures to reduce or control environmental health hazards, if any:

None required

B. Noise

i. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Does not apply.

ii. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Non-project action

iii. Proposed measures to reduce or control noise impacts, if any:

Does not apply.

8. **LAND AND SHORELINE USE**

A. What is the current use of the site and adjacent properties?

Rural

B. Has the site been used for agriculture? If so, describe.

Hay production

C. Describe any structures on the site.

Two single family residences

D. Will any structures be demolished? If so, what?

Does not apply

E. What is the current zoning classification of the site?

Rural Ag

F. What is the current comprehensive plan designation of the site?
Rural Ag

G. If applicable, what is the current shoreline master program designation of the site?

NA

H. Has any part of the site been classified as an environmentally sensitive" area? If so, specify.

No

I. Approximately how many people would reside or work in the completed project?

2.5 per household

J. Approximately how many people would the completed project displace?

Does not apply

K. Proposed measures to avoid or reduce displacement impacts, if any:

Does not apply.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Conformance with Island County standards.

9. **HOUSING**

A. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.

2 currently and with rezone potentially 4.

B. Approximately how many units, if any, would be eliminated? Indicate whether high, middle or low-income housing.

Not known

C. Proposed measures to reduce or control housing impacts, if any:

Does not apply

10. **AESTHETICS**

A. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building materials(s) proposed?

Non-project action.

B. What views in the immediate vicinity would be altered or obstructed?

Does not apply.

C. Proposed measures to reduce or control aesthetic impacts, if any:

Does not apply.

11. **LIGHT AND GLARE**

A. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Does not apply.

B. Could light or glare from the finished project be a safety hazard or interfere with views?

Does not apply.

C. What existing off-site sources of light or glare may affect your proposal?

Does not apply.

D. Proposed measures to reduce or control light and glare impacts, if any:

Does not apply.

12. **RECREATION**

A. What designated and informal recreational opportunities are in the immediate vicinity?

No

B. Would the proposed project displace any existing recreational uses? If so, describe.

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No.

C. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Does not apply

13. **HISTORIC AND CULTURAL PRESERVATION**

A. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

No

B. Generally describe any landmarks or evidence of historic, archaeological, scientific or cultural importance known to be on or next to the site.

No

C. Proposed measures to reduce or control impacts, if any:

Comply with County and State standards with any future project action

14. **TRANSPORTATION**

A. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

See application. Property accesses Arrowhead Road.

B. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

No

C. How many parking spaces would the completed project have? How many would the project eliminate?

Does not apply.

D. Will the proposal require any new roads or streets, or

improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

Does not apply.

E. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Does not apply.

F. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Does not apply.

G. Proposed measures to reduce or control transportation impacts, if any:

This is a Nonproject action.

15. **PUBLIC SERVICES**

A. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

Does not apply.

B. Proposed measures to reduce or control direct impacts on public services, if any.

Does not apply.

16. **UTILITIES**

A. Circle utilities currently available at the site: Electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

B. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Does not apply. .

17. **ECONOMIC CONDITIONS AND IMPACTS**

Property would likely be withdrawn from the open space tax program and pay market value taxes.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature J. A. Wright

Date Submitted 7/12/07

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (do not complete this section for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   No impact anticipated other than construction noise during construction of future homes.

   Proposed measures to avoid or reduce such increases are:

   To be determined at time of specific project proposal

2. How would the proposal be likely to affect plants, animals, fish, or marine life?
   No impact anticipated however each implementing project whether public or private will be subject to local environmental review.

   Proposed measures to protect or conserve plants, animals, fish or marine life are:
   Each implementing project whether public or private will be subject to local environmental review.

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3. How would the proposal be likely to deplete energy or natural resources?
Increased power consumption and withdrawal of groundwater.

Proposed measures to protect or conserve energy and natural resources are:
Each implementing project whether public or private will be subject to local environmental review.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

No impact anticipated.

Proposed measures to protect such resources or to avoid or reduce impacts are:
Specific projects will be subject to local review and will require the protection of cultural and historic resources.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Parcel size would decrease and density increase to 1 dwelling unit per 5 acres.

Proposed measures to avoid or reduce shoreline and land use impacts are:
Compliance with rural development standards.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Small increase with the additional 2 single family homes.

Proposed measures to reduce or respond to such demand(s) are:

Concurrency review at time of project action

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

No conflicts identified.

EXHIBIT E

USDA Natural Resources Conservation Service Custom Soil Resource Report
February 2, 2021

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Island County, Washington

Baker View Ln.



February 2, 2021

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

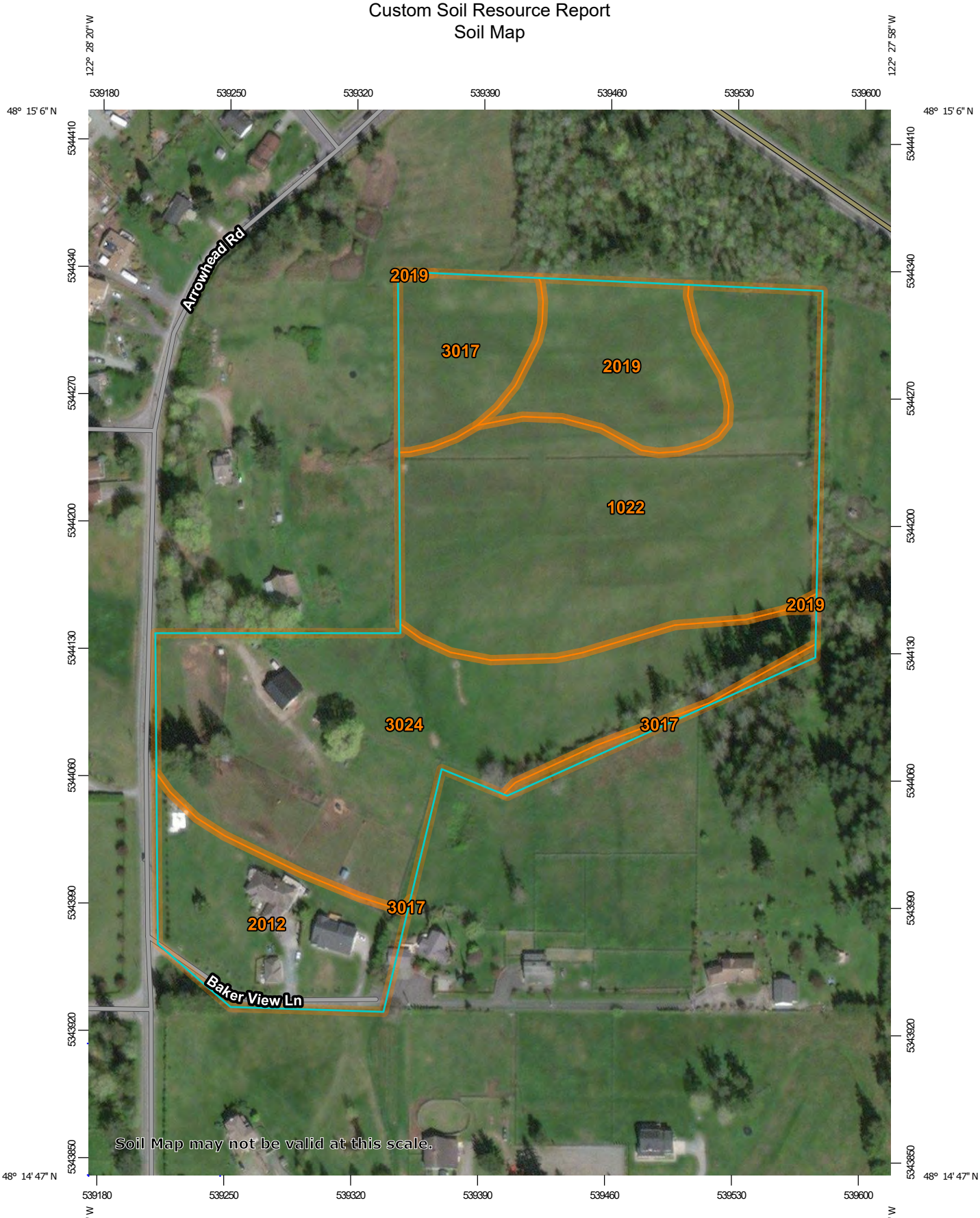
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:2,850 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Island County, Washington
Survey Area Data: Version 18, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Sep 27, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1022	Coveland loam, cool, 0 to 5 percent slopes	7.6	35.4%
2012	Elwha-Zylstra-Morancreek, cool, complex, 2 to 12 percent slopes	2.6	11.9%
2019	Mitchellbay gravelly sandy loam, cool, 2 to 10 percent slopes	2.2	10.1%
3017	Everett-Alderwood complex, 3 to 15 percent slopes	1.7	8.0%
3024	Indianola loamy sand, 3 to 15 percent slopes	7.4	34.5%
Totals for Area of Interest		**21.4**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Island County, Washington

1022—Coveland loam, cool, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2dvs3
Elevation: 0 to 300 feet
Mean annual precipitation: 20 to 40 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 200 to 240 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Coveland, cool, undrained, and similar soils: 70 percent
Minor components: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Coveland, Cool, Undrained

Setting

Landform: Valleys
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Glacial drift over dense glaciomarine deposits

Typical profile

A1 - 0 to 4 inches: loam
A2 - 4 to 9 inches: loam
E - 9 to 20 inches: sandy loam
2Btg1 - 20 to 36 inches: silty clay loam
2Btg2 - 36 to 44 inches: silt loam
2Cd - 44 to 59 inches: silt loam

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: 39 to 59 inches to densic material
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: About 0 to 8 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Available water capacity: Moderate (about 7.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6w
Hydrologic Soil Group: C/D
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Forage suitability group: Wet Soils (G002XN102WA)
Other vegetative classification: Wet Soils (G002XN102WA)
Hydric soil rating: Yes

Minor Components

Coveland, cool, drained

Percent of map unit: 10 percent
Landform: Valleys
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Other vegetative classification: Seasonally Wet Soils (G002XN202WA)
Hydric soil rating: Yes

Sucia, cool

Percent of map unit: 10 percent
Landform: Valleys
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Other vegetative classification: Droughty Soils (G002XN402WA)
Hydric soil rating: No

Coupeville, undrained

Percent of map unit: 10 percent
Landform: Valleys
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: F002XN904WA - Sitka spruce - red alder/salmonberry/field horsetail
Other vegetative classification: Wet Soils (G002XN102WA)
Hydric soil rating: Yes

2012—Elwha-Zylstra-Morancreek, cool, complex, 2 to 12 percent slopes

Map Unit Setting

National map unit symbol: 2dvsc
Elevation: 0 to 550 feet
Mean annual precipitation: 25 to 40 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 200 to 240 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Elwha and similar soils: 40 percent
Zylstra and similar soils: 30 percent
Morancreek, cool, and similar soils: 20 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Elwha

Setting

Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Glacial drift over dense glaciomarine deposits

Typical profile

Oi - 0 to 2 inches: slightly decomposed plant material
A - 2 to 6 inches: gravelly sandy loam
Bw1 - 6 to 14 inches: gravelly sandy loam
Bw2 - 14 to 26 inches: gravelly sandy loam
Bg - 26 to 35 inches: gravelly sandy loam
2Cd1 - 35 to 44 inches: sandy loam
2Cd2 - 44 to 59 inches: sandy loam

Properties and qualities

Slope: 2 to 12 percent
Depth to restrictive feature: 20 to 39 inches to densic material
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: About 12 to 20 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 3.9 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 4s
Hydrologic Soil Group: B/D
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Forage suitability group: Droughty Soils (G002XN402WA)
Other vegetative classification: Droughty Soils (G002XN402WA)
Hydric soil rating: No

Description of Zylstra

Setting

Landform: Ridges
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Glacial drift over dense glaciomarine deposits

Typical profile

A1 - 0 to 4 inches: loam
A2 - 4 to 12 inches: loam
E - 12 to 18 inches: sandy loam
Bg1 - 18 to 32 inches: gravelly sandy loam
Bg2 - 32 to 37 inches: gravelly loam

Cd - 37 to 59 inches: gravelly sandy loam

Properties and qualities

Slope: 2 to 12 percent
Depth to restrictive feature: 20 to 39 inches to densic material
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: About 4 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 4.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Forage suitability group: Seasonally Wet Soils (G002XN202WA)
Other vegetative classification: Seasonally Wet Soils (G002XN202WA)
Hydric soil rating: No

Description of Morancreek, Cool

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Glacial drift

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material
A - 1 to 3 inches: sandy loam
Bw1 - 3 to 10 inches: sandy loam
Bw2 - 10 to 21 inches: sandy loam
Bg - 21 to 28 inches: sandy loam
C - 28 to 59 inches: sandy loam

Properties and qualities

Slope: 2 to 12 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: About 16 to 28 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: High (about 9.1 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D

Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Forage suitability group: Sloping to Steep Soils (G002XN702WA)
Other vegetative classification: Sloping to Steep Soils (G002XN702WA)
Hydric soil rating: No

Minor Components

Everett

Percent of map unit: 10 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Other vegetative classification: Droughty Soils (G002XN402WA)
Hydric soil rating: No

2019—Mitchellbay gravelly sandy loam, cool, 2 to 10 percent slopes

Map Unit Setting

National map unit symbol: 2dvs5
Elevation: 0 to 280 feet
Mean annual precipitation: 20 to 40 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 200 to 240 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Mitchellbay, cool, and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Mitchellbay, Cool

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Glacial drift over dense glaciomarine deposits

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material
A - 1 to 6 inches: gravelly sandy loam

Bw - 6 to 15 inches: sandy loam
E - 15 to 20 inches: sandy loam
2Btg1 - 20 to 26 inches: loam
2Btg2 - 26 to 38 inches: loam
2Cd - 38 to 59 inches: loam

Properties and qualities

Slope: 2 to 10 percent
Depth to restrictive feature: 20 to 39 inches to densic material
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: About 4 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Moderate (about 6.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Forage suitability group: Seasonally Wet Soils (G002XN202WA)
Other vegetative classification: Seasonally Wet Soils (G002XN202WA)
Hydric soil rating: No

Minor Components

Coupeville, undrained

Percent of map unit: 10 percent
Landform: Valleys
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: F002XN904WA - Sitka spruce - red alder/salmonberry/field horsetail
Other vegetative classification: Wet Soils (G002XN102WA)
Hydric soil rating: Yes

3017—Everett-Alderwood complex, 3 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2dzc6
Elevation: 0 to 590 feet
Mean annual precipitation: 25 to 40 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 200 to 240 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Everett and similar soils: 70 percent
Alderwood and similar soils: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Everett

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Glacial outwash

Typical profile

Oi - 0 to 2 inches: slightly decomposed plant material
A - 2 to 9 inches: sandy loam
Bw1 - 9 to 13 inches: gravelly sandy loam
Bw2 - 13 to 30 inches: very gravelly coarse sand
C - 30 to 59 inches: extremely gravelly coarse sand

Properties and qualities

Slope: 3 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 3.4 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 4s
Hydrologic Soil Group: A
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Forage suitability group: Droughty Soils (G002XN402WA)
Other vegetative classification: Droughty Soils (G002XN402WA)
Hydric soil rating: No

Description of Alderwood

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Glacial drift over dense glaciomarine deposits

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material
A - 1 to 10 inches: extremely gravelly sandy loam

Bw - 10 to 18 inches: extremely gravelly coarse sandy loam
Bg - 18 to 36 inches: extremely gravelly coarse sandy loam
2Cd - 36 to 59 inches: gravelly silty clay loam

Properties and qualities

Slope: 3 to 15 percent
Depth to restrictive feature: 20 to 39 inches to densic material
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: About 12 to 20 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Very low (about 1.9 inches)

Interpretive groups

Land capability classification (irrigated): 4s
Land capability classification (nonirrigated): 4s
Hydrologic Soil Group: B/D
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Forage suitability group: Droughty Soils (G002XN402WA)
Other vegetative classification: Droughty Soils (G002XN402WA)
Hydric soil rating: No

3024—Indianola loamy sand, 3 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2dvsw
Elevation: 0 to 500 feet
Mean annual precipitation: 20 to 40 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 200 to 240 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Indianola and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Indianola

Setting

Landform: Hillslopes
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Glacial outwash

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material

A - 1 to 6 inches: loamy sand
Bw1 - 6 to 17 inches: loamy sand
Bw2 - 17 to 27 inches: sand
BC - 27 to 37 inches: sand
C - 37 to 59 inches: sand

Properties and qualities

Slope: 3 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 99.90 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: A
Ecological site: F002XN906WA - western hemlock-western redcedar/red huckleberry-salal/western swordfern
Forage suitability group: Droughty Soils (G002XN402WA)
Other vegetative classification: Droughty Soils (G002XN402WA)
Hydric soil rating: No

Soil Information for All Uses

Suitabilities and Limitations for Use

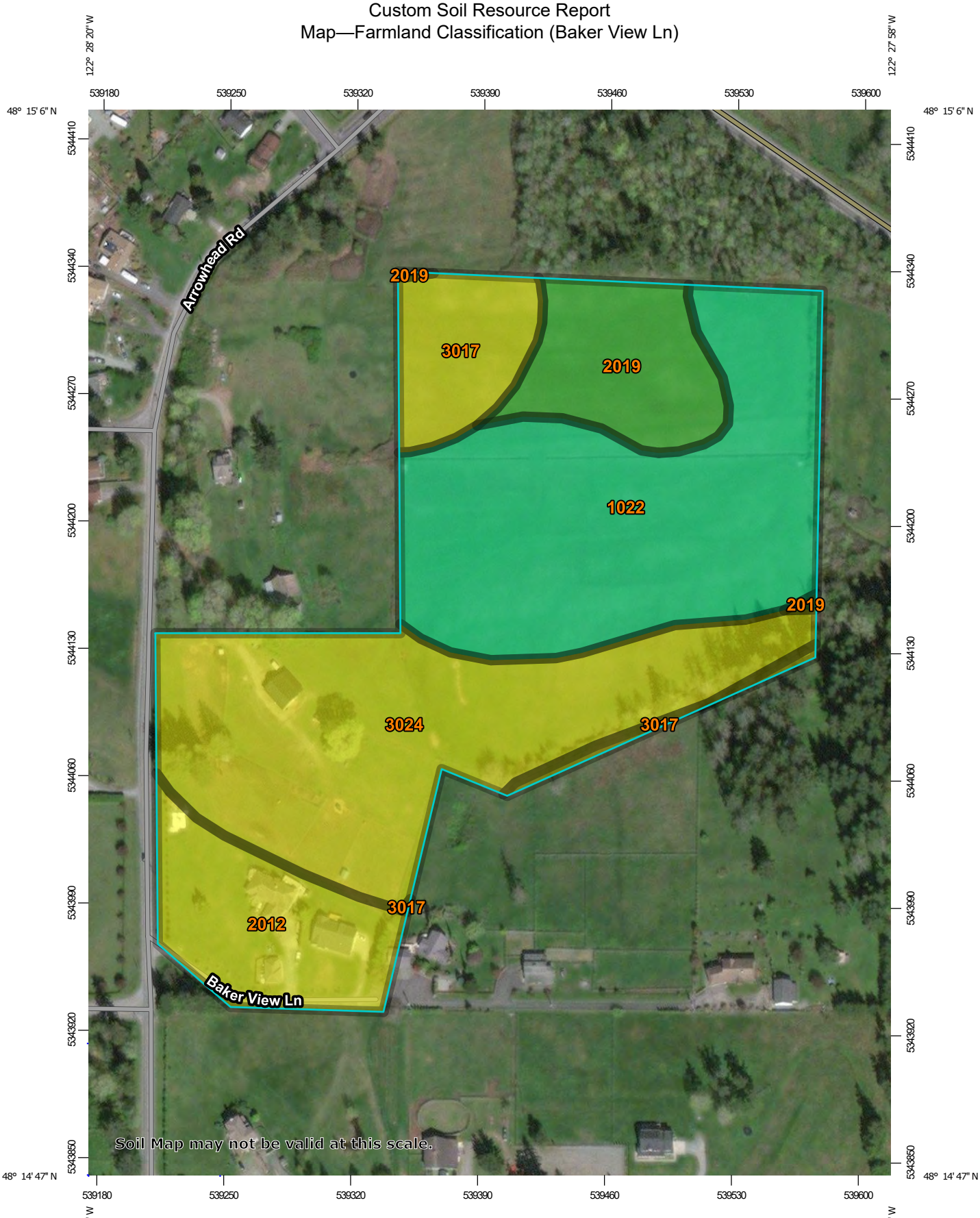
The Suitabilities and Limitations for Use section includes various soil interpretations displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each interpretation.

Land Classifications

Land Classifications are specified land use and management groupings that are assigned to soil areas because combinations of soil have similar behavior for specified practices. Most are based on soil properties and other factors that directly influence the specific use of the soil. Example classifications include ecological site classification, farmland classification, irrigated and nonirrigated land capability classification, and hydric rating.

Farmland Classification (Baker View Ln)

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.



Map Scale: 1:2,850 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 40 80 160 240

Feet
0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

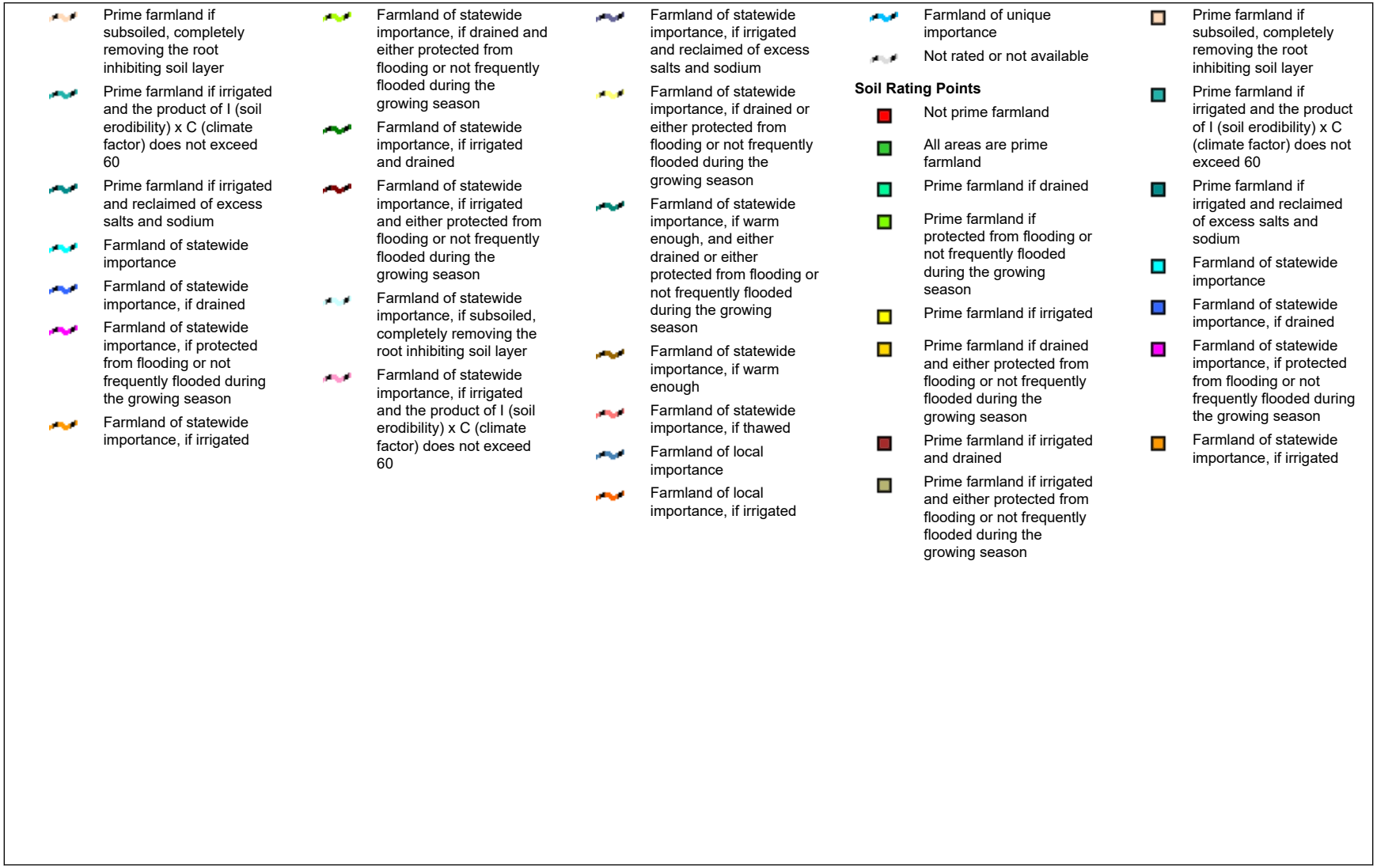
Soils

Soil Rating Polygons

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated
- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Soil Rating Lines

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season


Prime farmland if subsoiled, completely removing the root inhibiting soil layer
Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
Prime farmland if irrigated and reclaimed of excess salts and sodium
Farmland of statewide importance
Farmland of statewide importance, if drained
Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if irrigated
Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if irrigated and drained
Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if warm enough
Farmland of statewide importance, if thawed
Farmland of local importance
Farmland of local importance, if irrigated
Farmland of unique importance
Not rated or not available
Soil Rating Points
Not prime farmland
All areas are prime farmland
Prime farmland if drained
Prime farmland if protected from flooding or not frequently flooded during the growing season
Prime farmland if irrigated
Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
Prime farmland if irrigated and drained
Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
Prime farmland if subsoiled, completely removing the root inhibiting soil layer
Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
Prime farmland if irrigated and reclaimed of excess salts and sodium
Farmland of statewide importance
Farmland of statewide importance, if drained
Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if irrigated

- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Island County, Washington
Survey Area Data: Version 18, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Sep 27, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Farmland Classification (Baker View Ln)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1022	Coveland loam, cool, 0 to 5 percent slopes	Prime farmland if drained	7.6	35.4%
2012	Elwha-Zylstra-Morancreek, cool, complex, 2 to 12 percent slopes	Prime farmland if irrigated	2.6	11.9%
2019	Mitchellbay gravelly sandy loam, cool, 2 to 10 percent slopes	All areas are prime farmland	2.2	10.1%
3017	Everett-Alderwood complex, 3 to 15 percent slopes	Prime farmland if irrigated	1.7	8.0%
3024	Indianola loamy sand, 3 to 15 percent slopes	Prime farmland if irrigated	7.4	34.5%
Totals for Area of Interest			**21.4**	**100.0%**

Rating Options—Farmland Classification (Baker View Ln)

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

References

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

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Federal Register. July 13, 1994. Changes in hydric soils of the United States.

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Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

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Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262

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United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374

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United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

EXHIBIT F

Review Letter dated August 31, 2007

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

Phillip Bakke, AICP
Director

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FAX: (360) 679-7306 ■ P. O. Box 5000, Coupeville, WA 98239-5000
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August 31, 2007

Larry Kwarsick
Sound Planning Services
P.O. Box 581
Langley, WA 98260

Re: Review Comments – Rezone parcel from Rural Agriculture to Rural designation - File ZAA 307/07, Assessor Parcel No. R33219-328-3520, R33219-330-3170

Dear Mr. Kwarsick:

This letter is in regard to Zoning Amendment Application ZAA 307/07, dated July 12, 2007, to change the zoning designation of the parcel referenced above from Rural Agriculture (RA) to Rural (R). Planning and Community Development staff has reviewed the application and has determined that the information provided is insufficient to warrant approval of the requested zoning reclassification. Three public comments were received for this application and they are attached for your review.

The application references two main reasons that the parcel should be changed from its Rural Agriculture zoning designation: 1) The parcel contains soils that are not ideal for agriculture (i.e. soils that are not considered Prime Agricultural Soils). 2) The owner has made a good faith effort of pursuing a reasonable agricultural activity and it did not return a reasonable profit.

The application indicates that the two predominant soil types on the two parcels are Class III and Class IV soils. No evidence was provided to substantiate the claim that the predominant soils on the two parcels are limited to Class III and Class IV soils. In the description provided for Class III soils (Agriculture Handbook No. 210) it states: *They may be used for cultivated crops, pasture, woodland, range, or wildlife food and cover.* Additionally, in the description of Class IV soils it is stated: *Soils in class IV may be used for crops, pasture, woodland, range, or wildlife food and cover.* While there may exist some limitations on the types of crops that can be used, the descriptions of these two soil types specifically list that they can be used for agricultural purposes. In the State Environmental Policy Act (SEPA) checklist the types of soils listed for the parcels are: 1) Bow loam, 0 – 5 percent slopes. 2) Bow loam, 5-15 percent slopes and 3) Alderwood gravelly sandy loam, 5 – 15 percent slopes. These soil types were verified by looking at the United States Department of Agriculture (USDA) Soil Survey for Island County, Washington. Bow loam, 0 – 5 percent slopes, has been identified as a Prime Agricultural Soil. Given this analysis, there is not enough information to conclude that the soils would prevent the applicant from making reasonable agricultural use of the parcel.

The Comprehensive Plan states that for Rural Agriculture zoned parcels, a reclassification to Rural zoning should be allowed when the owner demonstrates reasonable agricultural use can no longer be made of the property. In the application it is stated that:

> "A good faith commercial agricultural use of property could be defined as the pursuit of an agricultural activity for a reasonable profit, or at least upon a reasonable expectation of meeting investment costs and realizing a reasonable profit. The profit or reasonable expectation must be viewed from the standpoint of the owner and measured in light of their investment."

The application describes how the applicant reported a gross income from hay production of $1,000 in 2006. However, it must be shown that the failure to make reasonable agricultural use of the property cannot be due to the action or inaction of the property owner. Therefore, it is necessary to show the methods used for harvesting the hay. In order to approve a zoning amendment this department needs to verify that the failure to make reasonable agricultural use of the property is not due to abnormal or poor agricultural practices. It is this department's impression that it is not sufficient to give one example of a failed agricultural endeavor in order to justify a rezone out of the Rural Agriculture zoning designation. Staff's interpretation of the requirement of demonstrating that reasonable agricultural use can no longer be made of the property means that the applicant must provide evidence that shows how conditions of the parcel would preclude reasonable agricultural uses. What conditions of these two parcels separate them from other Rural Agriculture zoned parcels?

Prior to making a recommendation for the requested rezone, the Planning and Community Development Department requests the following information:

1. Evidence showing that the soils of the two subject parcels are limited to Class III and Class IV soils as defined by the USDA Natural Resource Conservation Service. Additionally, explain how these soils restrict the applicant from making reasonable agricultural use of <u>both</u> of the subject parcels.
2. Detailed information about the effort in 2006 to produce hay on <u>both</u> of the subject parcels. The details that should be included in this information are: acreage of both parcels devoted to hay production, date of planting, date (approximate) of each harvest, harvest yield (quantify in some manner), irrigation methods (if any), fertilizer used (if any), etc.
3. Please identify what other agricultural uses have been explored and explain why they are not capable of being implemented on either of the subject parcels.

Please submit all requested information to the Planning and Community Development Department. Copies are not necessary since no other agencies are reviewing this application. If it is the applicant's wish for this department to make a recommendation without submitting the requested information, please notify me. I have included ordinance C-105-99 for your review, as some of the Island County Code/Comprehensive Plan excerpts that you submitted have changed. I did my best to highlight pertinent sections.

If you have any questions or wish to set an appointment, please feel free to contact me at (360) 678-7821 or by e-mail me at AndrewH@co.island.wa.us

Sincerely,

Andrew Hicks
Assistant Land Use Planner

Enc: Ordinance C-105-99

Cc: File ZAA 307/07

EXHIBIT G

Agent Response Letter dated September 28, 2007

September 28, 2007

Andrew Hicks

Assistant Land Use Planner

PO Box 5000

Coupeville, WA 98239-5000

RE: ZAA 307/07 - Weber

On behalf of the Weber's I am submitting the following in response to your August 31, 2007 staff report.

In your staff report you state "No evidence was provided to substantiate the claim that the predominant soils on the property are limited to Class III and Class IV soils".

The application at Exhibit F depicts the soil survey map with the parcels boundaries and soils types shown. Approximately 50% of the property (the north ½) is Bow loam and approximately 50% of the property (the south ½) is Alderwood gravelly sandy loam

The Soil Survey of Island County categorizes Bow Loam – Bb, as a Class IIIs soil and Bow loam (Bc) as a Class IVe soil. Class III soils are moderately good for cultivation subject to severe limitations for cropland. Class III s soils have low fertility. Bow loam (Bc) is a Class IV which are suitable for tillage only part of the year. Class IVe are underlain by slowly permeable glacial till which are subject to erosion if not protected. The cultivated areas of this soil are used principally for pasture and for hay crops in conjunction with dairying. Dairying in central Whidbey has not surveyed the economics of the changing times and such is the case on Camano as well, especially within only a 20 acre holding.

The remaining soil is Alderwood gravelly sandy loam (Ae) which is a Class IVs soils, again suitable for tillage only part of the year or under extreme care. This soil was historically used for general crop production on North Camano. It is especially well suited to hay and pasture. Most of this soil is under forest and only a small part is farmed.

Pursuant to the Capability Classes established in Agriculture Handbook No. 210:

> *Class III—Soils in class III have severe limitations that reduce the choice of plants or require special conservation practices, or both. Soils in class III have more restrictions than those in class II and when used for cultivated crops the conservation practices are usually more difficult to apply and to maintain. They may be used for cultivated crops, pasture, woodland, range, or wildlife food and cover.*
>
> *Class IV—Soils in class IV have very severe limitations that restrict the choice of plants, require very careful management, or both. The restrictions in use for soils in class IV are greater than those in class III and the choice of plants is more limited. When these soils are cultivated, more careful management is required and conservation practices are more difficult to apply and maintain. Soils in class IV may be used for crops, pasture, woodland, range, or wildlife food and cover.*

If the parcel contained prime soils it would have been zoned Commercial Agriculture in 1998. It would have met the 4 listed designation criteria but it did not as a result of the property's failure to contain "*at least twenty-five percent (25%) of the Lot, Tract or Parcel is composed of prime soils*". The County's own action offer proof that the property did not contain prime agricultural soils.

> ***Designation Criteria for Commercial Agriculture.*** *Parcels that meet the following criteria qualify as resource Agricultural Land and shall be classified in the Commercial Agriculture classification:*
>
> *1. The Lot, Tract or Parcel is at least twenty (20) acres in size or smaller contiguous lots owned by the same Owner that, in combination, are at least twenty (20) acres in size; and*
>
> *2. At least twenty-five percent (25%) of the Lot, Tract or Parcel is composed of prime soils; and*
>
> *3. The Lot, Tract or Parcel as of June 2, 1999, is classified in the open agriculture tax program or if withdrawn, all taxes, interest and penalties were not paid in full as of June 2, 1999; and*
>
> *4. The Lot, Tract or Parcel is not located within a Drainage or Diking District or otherwise protected by dikes, UGA, RAID, State Park, or owned by the Navy.*

A carefully written agricultural zoning ordinance can prevent farmland from being converted to nonfarm uses, can prevent the fragmentation of farms, prevent land-use conflicts, and protect agricultural producers from nonfarm intrusion into agricultural areas. A further consideration in agricultural zoning is the reduction or elimination of conflicts that arise between farm and nonfarm residents. Nonfarm residents often find that normal farming practices -- tractors operating during early- morning or late-night hours; livestock operations, including well-managed ones, that produce odors from livestock waste; chemical applications that are used for controlling insects and diseases in high-value crops; and machinery moving slowly on the roads from farm to farm -- are among practices that are unacceptable to rural residential land owners. These conflicts normally result with fragmentation which is the case for the Weber property.

In view of the soils limitations, the predominate land use on adjoining properties (including the adjacent RAID), the fragmentation of farmland and the parcel sizes (now two 10 acre parcels), the lack of water rights for crop irrigation, the primary use of soils onsite for cropland which support dairying, it is clear that the inability to make commercial farm use of the property is not due to action or inaction of the Owner. It is a matter of marginal soils, a failing local dairy industry, and fragmentation of farmland into uneconomical units that unfortunately renders commercial farming as a nonviable land use. This does not imply that the property can not be maintained as a hobby farm.

I look forward to hearing from you.

Sincerely,

Larry Kwarsick

P.O. Box 581 ~ Langley, WA 98260 ~ Phone 221-3808 ~ Email sps@whidbey.net

EXHIBIT H

Review Letter dated October 31, 2007

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

Phillip Bakke, AICP
Director

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October 31, 2007

Larry Kwarsick
Sound Planning Services
P.O. Box 581
Langley, WA 98260

Re: Review Comments – Rezone parcel from Rural Agriculture to Rural designation - File ZAA 307/07, Assessor Parcel No. R33219-328-3520, R33219-330-3170

Dear Mr. Kwarsick:

This letter is in regard to Zoning Amendment Application ZAA 307/07, dated July 12, 2007, to change the zoning designation of the parcel referenced above from Rural Agriculture (RA) to Rural (R). Planning and Community Development staff has reviewed the application and has determined that the information provided is insufficient to warrant approval of the requested zoning reclassification.

The application references two main reasons that the parcel should be changed from its Rural Agriculture zoning designation: 1) The parcel contains soils that are not ideal for agriculture (i.e. soils that are not considered Prime Agricultural Soils). 2) The owner has made a good faith effort of pursuing a reasonable agricultural activity and it did not return a reasonable profit.

This department sent a request for additional information on August 31, 2007. This request for additional information asked for the following items:

1. Evidence showing that the soils of the two subject parcels are limited to Class III and Class IV soils as defined by the USDA Natural Resource Conservation Service. Additionally, explain how these soils restrict the applicant from making reasonable agricultural use of <u>both</u> of the subject parcels.
2. Detailed information about the effort in 2006 to produce hay on <u>both</u> of the subject parcels. The details that should be included in this information are: acreage of both parcels devoted to hay production, date of planting, date (approximate) of each harvest, harvest yield (quantify in some manner), irrigation methods (if any), fertilizer used (if any), etc.
3. Please identify what other agricultural uses have been explored and explain why they are not capable of being implemented on either of the subject parcels.

The information that was submitted in response to this request appears to address only the first item on the list, which relates to the soil of the parcel. The information provided details that Bow loam (Bc) with 5 to 15% slopes is a Class III soil and Alderwood gravelly sandy loam (Ae) with 5 to 15% slopes is a Class IV soil. Your letter states;

> "The application at Exhibit F depicts the soil survey map with the parcels boundaries and soils types shown. Approximately 50% of the property (the north ½) is Bow loam and approximately 50% of the property (the south ½) is Alderwood gravelly sandy loam."

Originally, the soil survey (Exhibit F) was looked over because the soil boundary lines are barely discernable. However, after further examination, it appears the Bellingham silt loam (Ba) with 0 to 3% slopes covers a significant portion of the middle of these two parcels. Data gathered from the United States Department of Agriculture and the Natural Resource Conservation Service (http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx) indicates that as much as 21% of the two parcels are covered by Bellingham silt loam (Ba) with 0 to 3% slopes. Bellingham silt loam (Ba) with 0 – 3% slopes and Bow loam (Bb) with 0 – 5% slopes are identified as Prime Farmland in Island County.

The submitted information and application materials also describe that there are certain limitations on Type III and Type IV soils. This department has investigated these soil types and agrees with the applicant's claim that there are limitations on these soils. However, it has not been demonstrated that those limitations make it impossible to make reasonable economic use of the parcels as they are currently zoned in Rural Agriculture. The Soil Survey describes measures that can be implemented to overcome some of the limitations on soil. **Please provide evidence that agriculture is not economically viable on the two subject parcels.** When considering the ability to make reasonable economic use of the parcels, the parcels should be viewed as a whole. Each soil type is one variable that makes up the whole equation. Ultimately, you need to show the conditions of these two parcels that separate them from other Rural Agriculture zoned parcels? While soils are relevant to the equation, keep in mind that the designation criteria for the Rural Agriculture zone does not include soils as a criteria. So, while soils may play a role in the economic equation it has very little to do with anything else.

It has been stated that an agricultural endeavor was undertaken to harvest hay on the subject parcel and the result was considered by the applicant to be not economically reasonable. However, it has not been demonstrated that if other crops were grown or other agricultural activities practiced, they would not be economically reasonable. **Therefore, please also submit the items listed under #2 and #3 above and in the previous review letter, dated August 31, 2007. It may also be beneficial to show that you are no longer eligible for the agricultural tax program as a way of showing that agriculture is not economically reasonable. Please provide evidence that you are no longer eligible for the agricultural tax program.**

Reasonable Economic Use does not mean that it only needs to be shown that the applicant cannot make a living on the agricultural activity. If that were the standard, then none of the Rural Agriculture land in the County would qualify as agricultural land. Reasonable Economic Use means that there is no economic value for that property to be used for agriculture. For example, every agricultural activity that the applicant has tried on the property has been a money losing proposition. The applicant has not met the standard if he/she hayed the property for one year and was not able to make money. You must describe why other agricultural activities are also not

profitable. Also, we have seen some landowners profit on a piece of land where a prior landowner was unable to do so. In those instances the prior landowner's business plan was not reasonable while a new landowner's business plan was reasonable and resulted in profit. The point here is that the rezone can't be approved as a result of the actions or inactions of the landowner.

All requested information should be submitted to the Planning and Community Development Department. Copies are not necessary since no other agencies are reviewing this application. If it is the applicant's wish for this department to make a recommendation without submitting the requested information, please notify me.

If you have any questions or wish to set an appointment, please feel free to contact me at (360) 678-7821 or by e-mail me at AndrewH@co.island.wa.us

Sincerely,

Andrew Hicks
Assistant Land Use Planner

Cc: File ZAA 307/07

EXHIBIT I

Review Letter dated December 14, 2020

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

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Internet Home Page: http://www.islandcountywa.gov/planning

December 14, 2020

Larry Kwarsick
Sound Planning Services
PO Box 581
Langley, WA 98260
sps@whidbey.net

Re: File No. 307/07 ZAA; Assessor's Parcel No.s R33219-328-3520 and R33219-330-3170

Mr. Kwarsick,

Thank you for the inquiry into the subject Zoning Amendment Application from 2007. There is no record of this file being closed or denied. Island County Planning received the application on July 12, 2007, for a request for zoning amendment from Rural Agriculture (RA) to Rural (R), which was deemed complete on July 27, 2007. During the review process, the following has been requested:

Request for Additional Information/Review Comments: See the attached memos dated August 31, 2007 and October 31, 2007, from Andrew Hicks, Assistant Land Use Planner.

Continuance of review and processing of 307/07 ZAA requires the following to be addressed prior to continuing review of your application:

- Address above mentioned letters;
- Provide documentation and information on use or non-use of the agricultural land over the past years; and,
- Provide letter or communication from/with the Assessor's Office outlining the properties compliance with the Agricultural Current Use Tax program.

Please direct any questions regarding this memo to myself, Jonathan Lange at 360.678.7821 or email: j.lange@islandcountywa.gov

Please provide one hard copy and an electronic copy of the additional information to this office for review. Island County staff is reviewing this application as a Type III Decision and this letter serves as our request for additional or corrected information, as provided in Section 16.19.090 ICC. As of the date of this letter, the review period stops. It will start again when either you submit the corrected information and the reviewing agencies determine that their requests have been satisfied or 14 days after you provide the information, whichever is sooner.

Please work actively to meet all requirements and submit all the information we requested by 30 days of this review letter. We set this timeline to ensure each applicant will continue to work actively to complete his/her application. If you are not able to meet the requirements by January 13, 2021, please contact me in writing to request an extension.

Please call me at 360.678.7821 if you have any further questions or email me at: j.lange@islandcountywa.gov.

Respectfully,

Jonathan Lange, AICP, CFM
Planning Manager
Island County Planning & Community Development

Attached: Comments from Andrew Hick, Assistant Planner, dated Aug. 31 and Oct. 31, 2007

EXHIBIT J

Applicant Response Email with Map Delineating Hay Production and Tax Forms 2007-2019

Jonathan Lange

From: Kathy Weber <jimkathyweber@hotmail.com>
Sent: Thursday, December 17, 2020 1:46 PM
To: Jonathan Lange
Subject: Schedule F's and map of land that is in hay
Attachments: GoogleEarth_Image.jpg; Schedule F's 2007 and 2008.pdf; Schedule F 2009 - 2019 (1).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jonathan

Please see the schedule F's attached for the P&L for the last 15 years. Confirming the loss of 13 out of the last 15 years and the only two years of profit being nominal at best.

Our hay field which is approx. 5.15 acres on one parcel and 6.78 acres on the other parcel for a total of 11.93 acres (map attached) in hay just does not produce enough hay to sustain any kind of income or commercial business. We were not able to make it work in Hay so we went to cows and the hayfield does not even produce enough hay to feed a few cows each year making it necessary to purchase hay to feed just the 5 cows that we have. The equipment is now all breaking down and we are not able to purchase more equipment at this time to make this never ending loss even greater. We have made a valiant effort over the last 15 years to try to make this work but have found that the land just does not substantiate any kind of commercial business and so we would like to be rezoned to a Rural zone just as our surrounding neighbors are, even though Buena Vista is Residential and just across the street.
We are not requesting that kind of zoning but just a more reasonable Rural zoning instead of RA.

As far as the communication with the assessor's office, I'm sorry but there really isn't any. Anything provided for the CUTP would have been schedule F's for any years requested all of which are attached however my husband said that he thinks that we have only been asked to provide them one time. I suppose if they should have kicked us out of the current use tax program than that is something that is not up to me to address.
I have contacted Nicole Wheat to have her send me the total of what is owed for the last 7 years coming out of the CUTP and I'm sure that she will confirm that.

Thank you so much
Kathy Weber
425-772-2214


PARLAY 2.0: Welcome, Kathy Your trial is active.
221 Baker View Ln
1076 ARROWHEAD
1077 TERRY HEIGHTS
1037 TERRY HEIG
807278
© 2020 Europa Technologies
© 2020 Google
Google Earth
1990
Imagery Date: 7/15/2018 48°14'58.71" N 122°28'04.64" W elev 103 ft eye alt 1370 ft

SCHEDULE F (Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
► See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074

2007

Attachment Sequence No. **14**

Name of proprietor: JAMES C WEBER

Social security number (SSN): [redacted]

A Principal product. Describe in one or two words your principal crop or activity for the current tax year: HAY

B Enter code from Part IV ► 111900

C Accounting method: (1) [X] Cash (2) [ ] Accrual

D Employer ID number (EIN), if any

E Did you 'materially participate' in the operation of this business during 2007? If 'No,' see instructions for limit on passive losses ... [X] Yes [ ] No

Part I Farm Income — Cash Method.

Complete Parts I and II (Accrual method. Complete Parts II & III, & Part I, line 11.) Do not include sales of livestock held for draft, breeding, sport, or dairy purposes. Report these sales on Form 4797.

1	Sales of livestock and other items you bought for resale	1			
2	Cost or other basis of livestock and other items reported on line 1	2			
3	Subtract line 2 from line 1			3	
4	Sales of livestock, produce, grains, and other products you raised			4	800.
5a	Cooperative distributions (Form(s) 1099-PATR)	5a		5b Taxable amount	5b
6a	Agricultural program payments (see instructions)	6a		6b Taxable amount	6b
7	Commodity Credit Corporation (CCC) loans (see instructions):				
a	CCC loans reported under election			7a	
b	CCC loans forfeited	7b		7c Taxable amount	7c
8	Crop insurance proceeds and federal crop disaster payments (see instructions):				
a	Amount received in 2007	8a		8b Taxable amount	8b
c	If election to defer to 2008 is attached, check here ► [ ]			8d Amount deferred from 2006	8d
9	Custom hire (machine work) income			9	
10	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)			10	
11	**Gross income.** Add amounts in the right column for lines 3 through 10. If you use the accrual method, enter the amount from Part III, line 51 ►			11	800.

Part II Farm Expenses — Cash and Accrual Method.

Do not include personal or living expenses such as taxes, insurance, or repairs on your home.

12	Car and truck expenses (see instructions). Also attach Form 4562	12		25	Pension and profit-sharing plans	25	
13	Chemicals	13		26	Rent or lease (see instructions):		
14	Conservation expenses (see instructions)	14		a	Vehicles, machinery, and equipment	26a	
15	Custom hire (machine work)	15		b	Other (land, animals, etc)	26b	
16	Depreciation and section 179 expense deduction not claimed elsewhere (see instructions)	16	3,694.	27	Repairs and maintenance	27	
				28	Seeds and plants	28	
				29	Storage and warehousing	29	
17	Employee benefit programs other than on line 25	17		30	Supplies	30	
18	Feed	18		31	Taxes	31	1,382.
19	Fertilizers and lime	19		32	Utilities	32	
20	Freight and trucking	20		33	Veterinary, breeding, and medicine	33	
21	Gasoline, fuel, and oil	21		34	Other expenses (specify):		
22	Insurance (other than health)	22	423.	a		34a	
23	Interest:			b		34b	
a	Mortgage (paid to banks, etc)	23a		c		34c	
b	Other	23b		d		34d	
24	Labor hired (less employment credits)	24		e		34e	
				f		34f	

35	**Total expenses.** Add lines 12 through 34f. If line 34f is negative, see instructions ►	35	5,499.
36	**Net farm profit or (loss).** Subtract line 35 from line 11. • If a profit, enter the profit on **Form 1040, line 18,** and **also** on **Schedule SE, line 1.** If you file Form 1040NR, enter the profit on **Form 1040NR, line 19.** • If a loss, you **must** go on to line 37. Estates, trusts, and partnerships, see instructions.	36	-4,699.

37 If you have a loss, you **must** check the box that describes your investment in this activity (see instructions).
- If you checked 37a, enter the loss on **Form 1040, line 18,** and **also** on **Schedule SE, line 1.** If you file Form 1040NR, enter the loss on **Form 1040NR, line 19.**
- If you checked 37b, you **must** attach **Form 6198.** Your loss may be limited.

37a [X] All investment is at risk.
37b [ ] Some investment is not at risk.

SCHEDULE F (Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Farming

▶ Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
▶ See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074
2008
Attachment Sequence No. 14

Name of proprietor | Social security number (SSN)

JAMES C WEBER | [redacted]

A Principal product. Describe in one or two words your principal crop or activity for the current tax year.
HAY

B Enter code from Part IV ▶ 111900

C Accounting method: (1) [X] Cash (2) [ ] Accrual

D Employer ID number (EIN), if any

E Did you "materially participate" in the operation of this business during 2008? If "No," see page F-3 for limit on passive losses. [X] Yes [ ] No

Part I Farm Income - Cash Method.

Complete Parts I and II (Accrual method. Complete Parts II and III, and Part I, line 11.)
Do not include sales of livestock held for draft, breeding, sport, or dairy purposes. Report these sales on Form 4797.

1	Sales of livestock and other items you bought for resale	1	500.			
2	Cost or other basis of livestock and other items reported on line 1	2				
3	Subtract line 2 from line 1	SEE STATEMENT 6			3	500.
4	Sales of livestock, produce, grains, and other products you raised				4	1,750.
5a	Cooperative distributions (Form(s) 1099-PATR)	5a		5b Taxable amount	5b	
6a	Agricultural program payments (see page F-3)	6a		6b Taxable amount	6b	
7	Commodity Credit Corporation (CCC) loans (see page F-3):					
a	CCC loans reported under election				7a	
b	CCC loans forfeited	7b		7c Taxable amount	7c	
8	Crop insurance proceeds and federal crop disaster payments (see page F-3):					
a	Amount received in 2008	8a		8b Taxable amount	8b	
c	If election to defer to 2009 is attached, check here ▶ [ ]			8d Amount deferred from 2007	8d	
9	Custom hire (machine work) income				9	
10	Other income, including federal and state gasoline or fuel tax credit or refund (see page F-4)				10	
11	**Gross income.** Add amounts in the right column for lines 3 through 10. If you use the accrual method to figure your income, enter the amount from Part III, line 51 ▶				11	2,250.

Part II Farm Expenses - Cash and Accrual Method.

Do not include personal or living expenses such as taxes, insurance, or repairs on your home.

12	Car and truck expenses (see page F-5). Also attach **Form 4562**	12		25	Pension and profit-sharing plans	25	
13	Chemicals	13		26	Rent or lease (see page F-6):		
14	Conservation expenses (see page F-5)	14		a	Vehicles, machinery, and equipment	26a	
15	Custom hire (machine work)	15		b	Other (land, animals, etc.)	26b	
16	Depreciation and section 179 expense deduction not claimed elsewhere (see page F-5)	16	8,536.	27	Repairs and maintenance	27	1,050.
				28	Seeds and plants	28	
17	Employee benefit programs other than on line 25	17		29	Storage and warehousing	29	
				30	Supplies	30	344.
18	Feed	18		31	Taxes	31	
19	Fertilizers and lime	19	373.	32	Utilities	32	
20	Freight and trucking	20		33	Veterinary, breeding, and medicine	33	
21	Gasoline, fuel, and oil	21		34	Other expenses (specify):		
22	Insurance (other than health)	22	451.	a		34a	
23	Interest:			b		34b	
a	Mortgage (paid to banks, etc.)	23a		c		34c	
b	Other	23b		d		34d	
24	Labor hired (less employment credits)	24		e		34e	
				f		34f	

35	**Total expenses.** Add lines 12 through 34f. If line 34f is negative, see instructions ▶	35	10,754.
36	**Net farm profit or (loss).** Subtract line 35 from line 11. Partnerships, see page F-7. • If a profit, enter the profit on both **Form 1040, line 18,** and **Schedule SE, line 1a;** on **Form 1040NR, line 19;** or on **Form 1041, line 6.** • If a loss, you **must** go to line 37.	36	-8,504.

37 If you have a loss, you **must** check the box that describes your investment in this activity (see page F-7).
• If you checked 37a, enter the loss on both **Form 1040, line 18,** and **Schedule SE, line 1a;** on **Form 1040NR, line 19;** or on **Form 1041, line 6.**
• If you checked 37b, you **must** attach **Form 6198.** Your loss may be limited.

37a [X] All investment is at risk.
37b [ ] Some investment is not at risk.

SCHEDULE F (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
► See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074

2009

Attachment Sequence No. 14

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal product. Describe in one or two words your principal crop or activity for the current tax year: HAY

B Enter code from Part IV ► 111900

C Accounting method: (1) [X] Cash (2) [ ] Accrual

D Employer ID number (EIN), if any

E Did you 'materially participate' in the operation of this business during 2009? If 'No,' see instructions for limit on passive losses. [X] Yes [ ] No

Part I Farm Income — Cash Method.

Complete Parts I and II (Accrual method. Complete Parts II & III, & Part I, line 11.) Do not include sales of livestock held for draft, breeding, sport, or dairy purposes. Report these sales on Form 4797.

1	Sales of livestock and other items you bought for resale	1	14,765.	
2	Cost or other basis of livestock and other items reported on line 1	2	14,568.	
3	Subtract line 2 from line 1			3 197.
4	Sales of livestock, produce, grains, and other products you raised			4
5a	Cooperative distributions (Form(s) 1099-PATR) 5a		5b Taxable amount	5b
6a	Agricultural program payments (see instructions) 6a		6b Taxable amount	6b
7	Commodity Credit Corporation (CCC) loans (see instructions):			
a	CCC loans reported under election			7a
b	CCC loans forfeited 7b		7c Taxable amount	7c
8	Crop insurance proceeds and federal crop disaster payments (see instructions):			
a	Amount received in 2009 8a		8b Taxable amount	8b
c	If election to defer to 2010 is attached, check here ► [ ]		8d Amount deferred from 2008	8d
9	Custom hire (machine work) income			9
10	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)			10
11	**Gross income.** Add amounts in the right column for lines 3 through 10. If you use the accrual method to figure your income, enter the amount from Part III, line 51 ►			11 197.

Part II Farm Expenses — Cash and Accrual Method.

Do not include personal or living expenses such as taxes, insurance, or repairs on your home.

12	Car and truck expenses (see instructions). Also attach Form 4562	12	1,874.	25 Pension and profit-sharing plans	25
13	Chemicals	13		26 Rent or lease (see instructions):	
14	Conservation expenses (see instructions)	14		a Vehicles, machinery, and equipment	26a
15	Custom hire (machine work)	15		b Other (land, animals, etc)	26b
16	Depreciation and section 179 expense deduction not claimed elsewhere (see instructions)	16	26,881.	27 Repairs and maintenance	27
				28 Seeds and plants	28
				29 Storage and warehousing	29
17	Employee benefit programs other than on line 25	17		30 Supplies	30 1,174.
18	Feed	18	37.	31 Taxes	31 635.
19	Fertilizers and lime	19		32 Utilities	32
20	Freight and trucking	20		33 Veterinary, breeding, and medicine	33
21	Gasoline, fuel, and oil	21		34 Other expenses (specify):	
22	Insurance (other than health)	22	132.	a WSDA LICENSE	34a 474.
23	Interest:			b	34b
a	Mortgage (paid to banks, etc)	23a		c	34c
b	Other	23b	335.	d	34d
24	Labor hired (less employment credits)	24		e	34e
				f	34f
35	**Total expenses.** Add lines 12 through 34f. If line 34f is negative, see instructions ►				35 31,542.
36	**Net farm profit or (loss).** Subtract line 35 from line 11. Partnerships, see instructions. • If a profit, enter the profit on both **Form 1040, line 18,** and **Schedule SE, line 1a;** on **Form 1040NR, line 19;** or on **Form 1041, line 6.** • If a loss, you **must** go on to line 37.				36 -31,345.

37 If you have a loss, you **must** check the box that describes your investment in this activity (see instructions).
- If you checked 37a, enter the loss on both **Form 1040, line 18,** and **Schedule SE, line 1a;** on **Form 1040NR, line 19;** or on **Form 1041, line 6.**
- If you checked 37b, you **must** attach **Form 6198.** Your loss may be limited.

37a [X] All investment is at risk.
37b [ ] Some investment is not at risk.

AS AMENDED

SCHEDULE F (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
► See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074

2010

Attachment Sequence No. **14**

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal product. Describe in one or two words your principal crop or activity for the current tax year: HAY

B Enter code from Part IV ► 111900

C Accounting method: (1) [X] Cash (2) [ ] Accrual

D Employer ID number (EIN), if any

E Did you 'materially participate' in the operation of this business during 2010? If 'No,' see instructions for limit on passive losses. [X] Yes [ ] No

Part I Farm Income — Cash Method.

Complete Parts I and II (Accrual method. Complete Parts II & III, & Part I, line 11.) Do not include sales of livestock held for draft, breeding, sport, or dairy purposes. Report these sales on Form 4797.

1	Sales of livestock and other items you bought for resale	1	6,541.		
2	Cost or other basis of livestock and other items reported on line 1	2	4,441.		
3	Subtract line 2 from line 1			3	2,100.
4	Sales of livestock, produce, grains, and other products you raised			4	1,000.
5a	Cooperative distributions (Form(s) 1099-PATR)	5a		5b Taxable amount	5b
6a	Agricultural program payments (see instructions)	6a		6b Taxable amount	6b
7	Commodity Credit Corporation (CCC) loans (see instructions):				
a	CCC loans reported under election			7a	
b	CCC loans forfeited	7b		7c Taxable amount	7c
8	Crop insurance proceeds and federal crop disaster payments (see instructions):				
a	Amount received in 2010	8a		8b Taxable amount	8b
c	If election to defer to 2011 is attached, check here ► [ ]			8d Amount deferred from 2009	8d
9	Custom hire (machine work) income			9	
10	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)			10	
11	**Gross income.** Add amounts in the right column for lines 3 through 10. If you use the accrual method to figure your income, enter the amount from Part III, line 51 ►			11	3,100.

Part II Farm Expenses — Cash and Accrual Method.

Do not include personal or living expenses such as taxes, insurance, or repairs on your home.

12	Car and truck expenses (see instructions). Also attach **Form 4562**	12	1,075.	25	Pension and profit-sharing plans	25	
13	Chemicals	13		26	Rent or lease (see instructions):		
14	Conservation expenses (see instructions)	14		a	Vehicles, machinery, and equipment	26a	
15	Custom hire (machine work)	15		b	Other (land, animals, etc)	26b	
16	Depreciation and section 179 expense deduction not claimed elsewhere (see instructions)	16	20,316.	27	Repairs and maintenance	27	2,246.
				28	Seeds and plants	28	
				29	Storage and warehousing	29	
17	Employee benefit programs other than on line 25	17		30	Supplies	30	239.
				31	Taxes	31	
18	Feed	18		32	Utilities	32	
19	Fertilizers and lime	19		33	Veterinary, breeding, and medicine	33	
20	Freight and trucking	20		34	Other expenses (specify):		
21	Gasoline, fuel, and oil	21	240.	a	WSDA LICENSE	34a	560.
22	Insurance (other than health)	22		b		34b	
23	Interest:			c		34c	
a	Mortgage (paid to banks, etc)	23a		d		34d	
b	Other	23b		e		34e	
24	Labor hired (less employment credits)	24		f		34f	

35	**Total expenses.** Add lines 12 through 34f. If line 34f is negative, see instructions ►	35	24,676.
36	**Net farm profit or (loss).** Subtract line 35 from line 11. Partnerships, see instructions. • If a profit, enter the profit on both **Form 1040, line 18,** and **Schedule SE, line 1a;** on **Form 1040NR, line 19;** or on **Form 1041, line 6.** • If a loss, you **must** go on to line 37.	36	-21,576.

37 If you have a loss, you **must** check the box that describes your investment in this activity and whether you received any applicable subsidy (see instructions).
- If you checked 37a, enter the loss on both **Form 1040, line 18,** and **Schedule SE, line 1a;** on **Form 1040NR, line 19;** or on **Form 1041, line 6.**
- If you checked 37b, your loss may be limited. See instructions.

37a [X] All investment is at risk and you did not receive a subsidy.
37b [ ] Some investment is not at risk or you received a subsidy.

SCHEDULE F (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
► See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074

2011

Attachment Sequence No. **14**

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal crop or activity: HAY

B Enter code from Part IV: ► 111900

C Accounting method: [X] Cash [ ] Accrual

D Employer ID number (EIN), (see instr)

E Did you 'materially participate' in the operation of this business during 2011? If 'No,' see instructions for limit on passive losses. [X] Yes [ ] No

F Did you make any payments in 2011 that would require you to file Form(s) 1099 (see instructions)? [ ] Yes [X] No

G If 'Yes,' did you or will you file all required Forms 1099? [ ] Yes [ ] No

Part I Farm Income — Cash Method. Complete Parts I and II (Accrual method. Complete Parts II & III, & Part I, line 9.)

1a	Specified sales of livestock and other resale items (see instructions)	1a			
b	Sales of livestock and other resale items not reported on line 1a	1b	4,930.		
c	Total of lines 1a and 1b (see instructions)	1c	4,930.		
d	Cost or other basis of livestock or other items reported on line 1c	1d	3,200.		
e	Subtract line 1d from line 1c			1e	1,730.
2a	Specified sales of products you raised (see instructions)			2a	
b	Sales of products you raised not reported on line 2a			2b	
3a	Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	3b
4a	Agricultural program payments (see instructions)	4a		4b Taxable amount	4b
5a	Commodity Credit Corporation (CCC) loans reported under election			5a	
b	CCC loans forfeited	5b		5c Taxable amount	5c
6	Crop insurance proceeds and federal crop disaster payments (see instructions):				
a	Amount received in 2011	6a		6b Taxable amount	6b
c	If election to defer to 2012 is attached, check here ► [ ]		6d Amount deferred from 2010	6d	
7a	Specified custom hire (machine work) income (see instructions)			7a	
b	Custom hire income not reported on line 7a			7b	
8a	Specified other income (see instructions)			8a	
b	Other income not reported on line 8a (see instructions)			8b	
9	**Gross income.** Add amounts in the right column (lines 1e, 2a, 2b, 3b, 4b, 5a, 5c, 6b, 6d, 7a, 7b, 8a, and 8b). If you use the accrual method, enter the amount from Part III, line 50 (see instructions) ►			9	1,730.

Part II Farm Expenses — Cash and Accrual Method. Do not include personal or living expenses (see instrs).

10	Car and truck expenses (see instructions). Also attach Form 4562	10	226.	23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions):		
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc)	24b	
14	Depreciation and section 179 expense (see instructions)	14	2,810.	25	Repairs and maintenance	25	600.
15	Employee benefit programs other than on line 23	15		26	Seeds and plants	26	
16	Feed	16		27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	
18	Freight and trucking	18		29	Taxes	29	
19	Gasoline, fuel, and oil	19		30	Utilities	30	
20	Insurance (other than health)	20		31	Veterinary, breeding, and medicine	31	
21	Interest:			32	Other expenses (specify):		
a	Mortgage (paid to banks, etc)	21a		a		32a	
b	Other	21b		b		32b	
22	Labor hired (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions ►	33	3,636.
34	**Net farm profit or (loss).** Subtract line 33 from line 19.	34	-1,906.

If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36.

35 Did you receive an applicable subsidy in 2011? (see instructions) [ ] Yes [X] No

36 Check the box that describes your investment in this activity and see instructions for where to report your loss.

a [X] All investment is at risk **b** [ ] Some investment is not at risk

SCHEDULE F (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.

► Information about Schedule F and it separate instructions is at *www.irs.gov/schedulef.*

OMB No. 1545-0074

2013

Attachment Sequence No. **14**

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal crop or activity	B Enter code from Part IV	C Accounting method:	D Employer ID number (EIN), (see instr)
BEEF CATTLE	► 112111	[X] Cash [ ] Accrual	

E Did you 'materially participate' in the operation of this business during 2013? If 'No,' see instructions for limit on passive losses. [X] Yes [ ] No

F Did you make any payments in 2013 that would require you to file Form(s) 1099 (see instructions). [ ] Yes [X] No

G If 'Yes,' did you or will you file all required Forms 1099? [ ] Yes [ ] No

Part I Farm Income — Cash Method. Complete Parts I and II (Accrual method. Complete Parts II and III, and Part I, line 9.)

1a	Sales of livestock and other resale items (see instructions)	1a			
b	Cost or other basis of livestock or other items reported on line 1a	1b			
c	Subtract line 1b from line 1a			1c	
2	Sales of livestock, produce, grains, and other products you raised			2	4,600.
3a	Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	3b
4a	Agricultural program payments (see instructions)	4a		4b Taxable amount	4b
5a	Commodity Credit Corporation (CCC) loans reported under election			5a	
b	CCC loans forfeited	5b		5c Taxable amount	5c
6	Crop insurance proceeds and federal crop disaster payments (see instructions):				
a	Amount received in 2013	6a		6b Taxable amount	6b
c	If election to defer to 2014 is attached, check here ► [ ]			6d Amount deferred from 2012	6d
7	Custom hire (machine work) income			7	
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)			8	
9	**Gross income.** Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8) If your use the accrual method, enter the amount from Part III, line 50 (see instructions) ►			9	4,600.

Part II Farm Expenses — Cash and Accrual Method. Do not include personal or living expenses (see instrs).

10	Car and truck expenses (see instructions). Also attach Form 4562	10	876.	23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions):		
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc)	24b	
14	Depreciation and section 179 expense (see instructions)	14	4,764.	25	Repairs and maintenance	25	
15	Employee benefit programs other than on line 23	15		26	Seeds and plants	26	
16	Feed	16		27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	2,068.
18	Freight and trucking	18		29	Taxes	29	
19	Gasoline, fuel, and oil	19	20.	30	Utilities	30	
20	Insurance (other than health)	20		31	Veterinary, breeding, and medicine	31	
21	Interest:			32	Other expenses (specify):		
a	Mortgage (paid to banks, etc)	21a		a	GRAVEL	32a	28.
b	Other	21b		b		32b	
22	Labor hired (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions ►	33	7,756.
34	**Net farm profit or (loss).** Subtract line 33 from line 9	34	-3,156.

If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36.

35 Did you receive an applicable subsidy in 2013? (see instructions) [ ] Yes [X] No

36 Check the box that describes your investment in this activity and see instructions for where to report your loss.

a [X] All investment is at risk **b** [ ] Some investment is not at risk

SCHEDULE F (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.

► Information about Schedule F and its separate instructions is at *www.irs.gov/schedulef.*

OMB No. 1545-0074

2014

Attachment Sequence No. **14**

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal crop or activity	B Enter code from Part IV	C Accounting method:	D Employer ID number (EIN), (see instr)
BEEF CATTLE	► 112111	[X] Cash [ ] Accrual	

E Did you 'materially participate' in the operation of this business during 2014? If 'No,' see instructions for limit on passive losses. [X] Yes [ ] No

F Did you make any payments in 2014 that would require you to file Form(s) 1099 (see instructions)? [ ] Yes [X] No

G If 'Yes,' did you or will you file required Forms 1099? [ ] Yes [ ] No

Part I Farm Income — Cash Method. Complete Parts I and II (Accrual method. Complete Parts II and III, and Part I, line 9.)

1a	Sales of livestock and other resale items (see instructions)	1a	5,947.		
b	Cost or other basis of livestock or other items reported on line 1a	1b	1,000.		
c	Subtract line 1b from line 1a			1c	4,947.
2	Sales of livestock, produce, grains, and other products you raised			2	
3a	Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	3b
4a	Agricultural program payments (see instructions)	4a		4b Taxable amount	4b
5a	Commodity Credit Corporation (CCC) loans reported under election				5a
b	CCC loans forfeited	5b		5c Taxable amount	5c
6	Crop insurance proceeds and federal crop disaster payments (see instructions)				
a	Amount received in 2014	6a		6b Taxable amount	6b
c	If election to defer to 2015 is attached, check here ► [ ]			6d Amount deferred from 2013	6d
7	Custom hire (machine work) income				7
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)				8
9	**Gross income.** Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50 (see instructions) ►			9	4,947.

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Part II Farm Expenses — Cash and Accrual Method. Do not include personal or living expenses (see instructions).

10	Car and truck expenses (see instructions). Also attach **Form 4562**	10	400.	23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions):		
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc)	24b	
14	Depreciation and section 179 expense (see instructions)	14	2,040.	25	Repairs and maintenance	25	
15	Employee benefit programs other than on line 23	15		26	Seeds and plants	26	
16	Feed	16		27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	
18	Freight and trucking	18		29	Taxes	29	
19	Gasoline, fuel, and oil	19		30	Utilities	30	
20	Insurance (other than health)	20		31	Veterinary, breeding, and medicine	31	
21	Interest:			32	Other expenses (specify):		
a	Mortgage (paid to banks, etc)	21a		a	BULL RENTAL	32a	400.
b	Other	21b		b		32b	
22	Labor hired (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions ►	33	2,840.
34	**Net farm profit or (loss).** Subtract line 33 from line 9. If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36.	34	2,107.

35 Did you receive an applicable subsidy in 2014? (see instructions) [ ] Yes [ ] No

36 Check the box that describes your investment in this activity and see instructions for where to report your loss.

a [ ] All investment is at risk. **b** [ ] Some investment is not at risk.

SCHEDULE F (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.

► Information about Schedule F and its separate instructions is at *www.irs.gov/schedulef.*

OMB No. 1545-0074

2015

Attachment Sequence No. **14**

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal crop or activity	B Enter code from Part IV	C Accounting method:	D Employer ID number (EIN), (see instr)
BEEF CATTLE	► 112111	[X] Cash [ ] Accrual	

E Did you 'materially participate' in the operation of this business during 2015? If 'No,' see instructions for limit on passive losses ... [X] Yes [ ] No

F Did you make any payments in 2015 that would require you to file Form(s) 1099 (see instructions)? ... [ ] Yes [X] No

G If 'Yes,' did you or will you file required Forms 1099? ... [ ] Yes [ ] No

Part I Farm Income — Cash Method. Complete Parts I and II (Accrual method. Complete Parts II and III, and Part I, line 9.)

1a	Sales of livestock and other resale items (see instructions)	1a			
b	Cost or other basis of livestock or other items reported on line 1a	1b			
c	Subtract line 1b from line 1a			1c	
2	Sales of livestock, produce, grains, and other products you raised			2	3,825.
3a	Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	3b
4a	Agricultural program payments (see instructions)	4a		4b Taxable amount	4b
5a	Commodity Credit Corporation (CCC) loans reported under election				5a
b	CCC loans forfeited	5b		5c Taxable amount	5c
6	Crop insurance proceeds and federal crop disaster payments (see instructions)				
a	Amount received in 2015	6a		6b Taxable amount	6b
c	If election to defer to 2016 is attached, check here ► [ ]			6d Amount deferred from 2014	6d
7	Custom hire (machine work) income				7
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)				8
9	**Gross income.** Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50 (see instructions) ►			9	3,825.

Part II Farm Expenses — Cash and Accrual Method. Do not include personal or living expenses (see instructions).

10	Car and truck expenses (see instructions). Also attach Form 4562	10	1,725.	23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions):		
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc)	24b	
14	Depreciation and section 179 expense (see instructions)	14	1,036.	25	Repairs and maintenance	25	
15	Employee benefit programs other than on line 23	15		26	Seeds and plants	26	
16	Feed	16	1,770.	27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	
18	Freight and trucking	18		29	Taxes	29	
19	Gasoline, fuel, and oil	19		30	Utilities	30	
20	Insurance (other than health)	20		31	Veterinary, breeding, and medicine	31	359.
21	Interest:			32	Other expenses (specify):		
a	Mortgage (paid to banks, etc)	21a		a		32a	
b	Other	21b		b		32b	
22	Labor hired (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions ►	33	4,890.
34	**Net farm profit or (loss).** Subtract line 33 from line 9	34	-1,065.

If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36.

35 Did you receive an applicable subsidy in 2015? (see instructions) ... [ ] Yes [X] No

36 Check the box that describes your investment in this activity and see instructions for where to report your loss.

a [X] All investment is at risk. b [ ] Some investment is not at risk.

SCHEDULE F (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
► Information about Schedule F and its separate instructions is at *www.irs.gov/schedulef.*

OMB No. 1545-0074

2016

Attachment Sequence No. **14**

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal crop or activity: BEEF CATTLE

B Enter code from Part IV: ► 112111

C Accounting method: [X] Cash [ ] Accrual

D Employer ID number (EIN), (see instr)

E Did you 'materially participate' in the operation of this business during 2016? If 'No,' see instructions for limit on passive losses. [X] Yes [ ] No

F Did you make any payments in 2016 that would require you to file Form(s) 1099 (see instructions)? [ ] Yes [X] No

G If 'Yes,' did you or will you file required Forms 1099? [ ] Yes [ ] No

Part I Farm Income — Cash Method. Complete Parts I and II (Accrual method. Complete Parts II and III, and Part I, line 9.)

1a	Sales of livestock and other resale items (see instructions)	1a			
b	Cost or other basis of livestock or other items reported on line 1a	1b			
c	Subtract line 1b from line 1a			1c	
2	Sales of livestock, produce, grains, and other products you raised			2	3,002.
3a	Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	3b
4a	Agricultural program payments (see instructions)	4a		4b Taxable amount	4b
5a	Commodity Credit Corporation (CCC) loans reported under election				5a
b	CCC loans forfeited	5b		5c Taxable amount	5c
6	Crop insurance proceeds and federal crop disaster payments (see instructions)				
a	Amount received in 2016	6a		6b Taxable amount	6b
c	If election to defer to 2017 is attached, check here ► [ ]			6d Amount deferred from 2015	6d
7	Custom hire (machine work) income				7
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)				8
9	**Gross income.** Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50 (see instructions) ►			9	3,002.

Part II Farm Expenses — Cash and Accrual Method. Do not include personal or living expenses (see instructions).

10	Car and truck expenses (see instructions). Also attach **Form 4562**	10	108.	23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions):		
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc.)	24b	
14	Depreciation and section 179 expense (see instructions)	14	980.	25	Repairs and maintenance	25	
15	Employee benefit programs other than on line 23	15		26	Seeds and plants	26	
16	Feed	16	497.	27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	
18	Freight and trucking	18		29	Taxes	29	
19	Gasoline, fuel, and oil	19		30	Utilities	30	
20	Insurance (other than health)	20		31	Veterinary, breeding, and medicine	31	
21	Interest:			32	Other expenses (specify):		
a	Mortgage (paid to banks, etc.)	21a		a		32a	
b	Other	21b		b		32b	
22	Labor hired (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions ►	33	1,585.
34	**Net farm profit or (loss).** Subtract line 33 from line 9	34	1,417.

If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36.

35 Did you receive an applicable subsidy in 2016? (see instructions) [ ] Yes [ ] No

36 Check the box that describes your investment in this activity and see instructions for where to report your loss.

a [ ] All investment is at risk. **b** [ ] Some investment is not at risk.

SCHEDULE F (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
► Go to *www.irs.gov/ScheduleF* for instructions and the latest information.

OMB No. 1545-0074

2017

Attachment Sequence No. **14**

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal crop or activity	B Enter code from Part IV	C Accounting method:	D Employer ID number (EIN), (see instr)
BEEF CATTLE	► 112111	[X] Cash [ ] Accrual	

E Did you 'materially participate' in the operation of this business during 2017? If 'No,' see instructions for limit on passive losses. [X] Yes [ ] No

F Did you make any payments in 2017 that would require you to file Form(s) 1099 (see instructions)? [ ] Yes [X] No

G If 'Yes,' did you or will you file required Forms 1099? [ ] Yes [ ] No

Part I Farm Income — Cash Method. Complete Parts I and II (Accrual method. Complete Parts II and III, and Part I, line 9.)

1a	Sales of livestock and other resale items (see instructions)	1a			
b	Cost or other basis of livestock or other items reported on line 1a	1b			
c	Subtract line 1b from line 1a			1c	
2	Sales of livestock, produce, grains, and other products you raised			2	3,800.
3a	Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	3b
4a	Agricultural program payments (see instructions)	4a		4b Taxable amount	4b
5a	Commodity Credit Corporation (CCC) loans reported under election				5a
b	CCC loans forfeited	5b		5c Taxable amount	5c
6	Crop insurance proceeds and federal crop disaster payments (see instructions)				
a	Amount received in 2017	6a		6b Taxable amount	6b
c	If election to defer to 2018 is attached, check here ► [ ]			6d Amount deferred from 2016	6d
7	Custom hire (machine work) income				7
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)				8
9	**Gross income.** Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50. See instructions ►			9	3,800.

Part II Farm Expenses — Cash and Accrual Method. Do not include personal or living expenses. See instructions.

10	Car and truck expenses (see instructions). Also attach **Form 4562**	10		23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions):		
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc.)	24b	
14	Depreciation and section 179 expense (see instructions)	14	4,622.	25	Repairs and maintenance	25	
15	Employee benefit programs other than on line 23	15		26	Seeds and plants	26	
16	Feed	16		27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	333.
18	Freight and trucking	18		29	Taxes	29	
19	Gasoline, fuel, and oil	19		30	Utilities	30	
20	Insurance (other than health)	20		31	Veterinary, breeding, and medicine	31	
21	Interest:			32	Other expenses (specify):		
a	Mortgage (paid to banks, etc.)	21a		a		32a	
b	Other	21b	805.	b		32b	
22	Labor hired (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions ►	33	5,760.
34	**Net farm profit or (loss).** Subtract line 33 from line 9	34	-1,960.

If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36.

35 Did you receive an applicable subsidy in 2017? See instructions [ ] Yes [X] No

36 Check the box that describes your investment in this activity and see instructions for where to report your loss.

a [X] All investment is at risk. b [ ] Some investment is not at risk.

SCHEDULE F (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040NR, Form 1041, or Form 1065.
► Go to *www.irs.gov/ScheduleF* for instructions and the latest information.

OMB No. 1545-0074

2018

Attachment Sequence No. **14**

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal crop or activity	B Enter code from Part IV	C Accounting method:	D Employer ID number (EIN), (see instr)
BEEF CATTLE	► 112111	[X] Cash [ ] Accrual	

E Did you 'materially participate' in the operation of this business during 2018? If 'No,' see instructions for limit on passive losses. [X] Yes [ ] No

F Did you make any payments in 2018 that would require you to file Form(s) 1099 (see instructions)? [ ] Yes [X] No

G If 'Yes,' did you or will you file required Forms 1099? [ ] Yes [ ] No

Part I Farm Income — Cash Method. Complete Parts I and II (Accrual method. Complete Parts II and III, and Part I, line 9.)

1a	Sales of livestock and other resale items (see instructions)	1a			
b	Cost or other basis of livestock or other items reported on line 1a	1b			
c	Subtract line 1b from line 1a			1c	
2	Sales of livestock, produce, grains, and other products you raised			2	4,873.
3a	Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	3b
4a	Agricultural program payments (see instructions)	4a		4b Taxable amount	4b
5a	Commodity Credit Corporation (CCC) loans reported under election				5a
b	CCC loans forfeited	5b		5c Taxable amount	5c
6	Crop insurance proceeds and federal crop disaster payments (see instructions)				
a	Amount received in 2018	6a		6b Taxable amount	6b
c	If election to defer to 2019 is attached, check here ► [ ]			6d Amount deferred from 2017	6d
7	Custom hire (machine work) income				7
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)				8
9	**Gross income.** Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50. See instructions ►			9	4,873.

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Part II Farm Expenses — Cash and Accrual Method. Do not include personal or living expenses. See instructions.

10	Car and truck expenses (see instructions). Also attach Form 4562	10	136.	23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions):		
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc.)	24b	
14	Depreciation and section 179 expense (see instructions)	14	5,555.	25	Repairs and maintenance	25	
15	Employee benefit programs other than on line 23	15		26	Seeds and plants	26	
16	Feed	16	860.	27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	
18	Freight and trucking	18		29	Taxes	29	
19	Gasoline, fuel, and oil	19		30	Utilities	30	
20	Insurance (other than health)	20		31	Veterinary, breeding, and medicine	31	
21	Interest (see instructions)			32	Other expenses (specify):		
a	Mortgage (paid to banks, etc.)	21a		a		32a	
b	Other	21b		b		32b	
22	Labor hired (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions ►	33	6,551.
34	**Net farm profit or (loss).** Subtract line 33 from line 9	34	-1,678.

If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36.

35 Reserved for future use

36 Check the box that describes your investment in this activity and see instructions for where to report your loss.

a [X] All investment is at risk. b [ ] Some investment is not at risk.

SCHEDULE F (Form 1040 or 1040-SR)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1040-SR, Form 1040-NR, Form 1041, or Form 1065.
► Go to *www.irs.gov/ScheduleF* for instructions and the latest information.

OMB No. 1545-0074

2019

Attachment Sequence No. **14**

Name of proprietor: JAMES C. WEBER

Social security number (SSN): [redacted]

A Principal crop or activity	B Enter code from Part IV	C Accounting method:	D Employer ID number (EIN) (see instr.)
BEEF CATTLE	► 112111	[X] Cash [ ] Accrual	

E Did you 'materially participate' in the operation of this business during 2019? If 'No,' see instructions for limit on passive losses. [X] Yes [ ] No

F Did you make any payments in 2019 that would require you to file Form(s) 1099? See instructions. [ ] Yes [X] No

G If 'Yes,' did you or will you file required Form(s) 1099? [ ] Yes [ ] No

Part I Farm Income — Cash Method. Complete Parts I and II. (Accrual method. Complete Parts II and III, and Part I, line 9.)

1a	Sales of livestock and other resale items (see instructions)	1a		
b	Cost or other basis of livestock or other items reported on line 1a	1b		
c	Subtract line 1b from line 1a		1c	
2	Sales of livestock, produce, grains, and other products you raised		2	4,710.
3a	Cooperative distributions (Form(s) 1099-PATR)	3a	3b Taxable amount	3b
4a	Agricultural program payments (see instructions)	4a	4b Taxable amount	4b
5a	Commodity Credit Corporation (CCC) loans reported under election			5a
b	CCC loans forfeited	5b	5c Taxable amount	5c
6	Crop insurance proceeds and federal crop disaster payments (see instructions):			
a	Amount received in 2019	6a	6b Taxable amount	6b
c	If election to defer to 2020 is attached, check here ► [ ]		6d Amount deferred from 2018	6d
7	Custom hire (machine work) income			7
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)			8
9	**Gross income.** Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50. See instructions ►			9 4,710.

Part II Farm Expenses — Cash and Accrual Method. Do not include personal or living expenses. See instructions.

10	Car and truck expenses (see instructions). Also attach Form 4562	10	501.	23 Pension and profit-sharing plans	23
11	Chemicals	11		24 Rent or lease (see instructions):	
12	Conservation expenses (see instructions)	12		a Vehicles, machinery, equipment	24a
13	Custom hire (machine work)	13		b Other (land, animals, etc.)	24b
14	Depreciation and section 179 expense (see instructions)	14	4,575.	25 Repairs and maintenance	25 355.
15	Employee benefit programs other than on line 23	15		26 Seeds and plants	26
16	Feed	16	405.	27 Storage and warehousing	27
17	Fertilizers and lime	17		28 Supplies	28
18	Freight and trucking	18		29 Taxes	29
19	Gasoline, fuel, and oil	19		30 Utilities	30
20	Insurance (other than health)	20		31 Veterinary, breeding, and medicine	31
21	Interest (see instructions):			32 Other expenses (specify):	
a	Mortgage (paid to banks, etc.)	21a		a	32a
b	Other	21b		b	32b
22	Labor hired (less employment credits)	22		c	32c
				d	32d
				e	32e
				f	32f

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions ►	33 5,836.
34	**Net farm profit or (loss).** Subtract line 33 from line 9	34 -1,126.

If a profit, stop here and see instructions for where to report. If a loss, complete lines 35 and 36.

35 Reserved for future use.

36 Check the box that describes your investment in this activity and see instructions for where to report your loss:

a [X] All investment is at risk. b [ ] Some investment is not at risk.

Exhibit K

Review Letter dated August 9, 2021

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

PHONE: 360.679.7339 ■ Camano: 360.629.4522, Ext.7339 ■ S. Whidbey 360.321.5111, Ext. 7339 FAX: 360.679.7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000
Internet Home Page: http://www.islandcountywa.gov/planning

August 9, 2021

Kathy Weber
221 Baker View Ln.
Camano Island, WA 98282

Re: File No. 307/07 ZAA; Assessor's Parcel No.s R33219-328-3520 and R33219-330-3170

Ms. Weber,

Island County Planning received the application on July 12, 2007, for a request for zoning amendment from Rural Agriculture (RA) to Rural (R), which was deemed complete on July 27, 2007. During the review process, it has been determined that more information is required.

Continuance of review and processing of 307/07 ZAA requires the following to be addressed prior to continuing review of your application:

- A notarized Applicant Authorization Form from the owners of parcel no. R33219-328-3520 authorizing Kathy Weber as agent for this application must be received by this office.

Please direct any questions regarding this memo to myself, Grant Johnson at 360.679.7365 or email: g.johnson@islandcountywa.gov

Please provide one hard copy and an electronic copy of the additional information to this office for review. Island County staff is reviewing this application as a Type III Decision and this letter serves as our request for additional or corrected information, as provided in Section 16.19.090 ICC. As of the date of this letter, the review period stops. It will start again when either you submit the corrected information and the reviewing agencies determine that their requests have been satisfied or 14 days after you provide the information, whichever is sooner.

Please work actively to meet all requirements and submit all the information we requested by 30 days of this review letter. We set this timeline to ensure each applicant will continue to work actively to complete his/her application. If you are not able to meet the requirements by September 6, 2021, please contact me in writing to request an extension.

Respectfully,

Grant Johnson
Associate Planner
Island County Planning & Community Development

Attached: Applicant Authorization Form

APPLICANT AUTHORIZATION FORM

If you are authorizing an agent or contractor to apply for permit(s) on your behalf, you must complete this form providing authorization for a designated agent to apply for permit(s) on your behalf. This form is required for the protection of the landowner. A permit/application authorizing an agent to act on the landowner's behalf that is not accompanied by a signed and notarized Applicant Authorization Form will not be accepted. All original signatures must be in blue ink.

I/We, _____ the owner(s) of the subject property, understand that by completing this form I/We hereby authorize _____ to act as my/our agent. I/We understand that said agent will be authorized to submit applications/permits on my/our behalf. I also understand that once a permit/application has been submitted that all future correspondence may be directed to said agent.

ALL PROPERTY OWNERS OF RECORD MUST SIGN THIS FORM

1) _____
Property Owner Name(s) (print)

_____
Signature(s)

2) _____
Property Owner Name(s) (print)

_____
Signature(s)

3) _____
Property Owner Name(s) (print)

_____
Signature(s)

_____
Date

State of Washington)
County of _____)

I certify that I know or have satisfactory evidence that

_____
signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____
Signature of
Notary Public _____

Printed Name _____

Residing at _____

My appointment expires _____

Stamp

Revised 7/23/19

Exhibit L
Review Letter dated February 24, 2022

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

PHONE: 360.679.7339 ■ Camano: 360.629.4522, Ext.7339 ■ S. Whidbey 360.321.5111, Ext. 7339 FAX: 360.679.7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000
Internet Home Page: http://www.islandcountywa.gov/planning

February 24, 2022

Kathy Weber
221 Baker View Ln.
Camano Island, WA 98282

Re: File No. 307/07 ZAA; Assessor's Parcel Nos. R33219-328-3520 and R33219-330-3170

Ms. Weber,

Island County Planning received the application on July 12, 2007, for a request for zoning amendment from Rural Agriculture (RA) to Rural (R), which was deemed complete on July 27, 2007. During the review process, it has been determined that more information is required.

Continuance of review and processing of 307/07 ZAA requires the following to be addressed prior to continuing review of your application:

- **A notarized Applicant Authorization Form from the owners of parcel no. R33219-328-3520 authorizing Kathy Weber as agent for this application must be received by this office.**

Please direct any questions regarding this memo to myself, John Lanier at 360.678.7811 or email: j.lanier@islandcountywa.gov

Please provide one hard copy of the additional information to this office for review. Island County staff is reviewing this application as a Type III Decision and this letter serves as our request for additional or corrected information, as provided in Section 16.19.090 ICC. As of the date of this letter, the review period stops. It will start again when either you submit the corrected information and the reviewing agencies determine that their requests have been satisfied or 14 days after you provide the information, whichever is sooner.

Please work actively to meet all requirements and submit all the information we requested by 30 days of this review letter. We set this timeline to ensure each applicant will continue to work actively to complete his/her application. If you are not able to meet the requirements by April 1, 2022, please contact me in writing to request an extension.

Respectfully,

John Lanier
Senior Planner
Island County Planning & Community Development

Attached: Applicant Authorization Form

APPLICANT AUTHORIZATION FORM

If you are authorizing an agent or contractor to apply for permit(s) on your behalf, you must complete this form providing authorization for a designated agent to apply for permit(s) on your behalf. This form is required for the protection of the landowner. A permit/application authorizing an agent to act on the landowner's behalf that is not accompanied by a signed and notarized Applicant Authorization Form will not be accepted. All original signatures must be in blue ink.

I/We, _____the owner(s) of the subject property, understand that by completing this form I/We hereby authorize _____ to act as my/our agent. I/We understand that said agent will be authorized to submit applications/permits on my/our behalf. I also understand that once a permit/application has been submitted that all future correspondence may be directed to said agent.

ALL PROPERTY OWNERS OF RECORD MUST SIGN THIS FORM

1) _____
Property Owner Name(s) (print)

_____
Signature(s)

2) _____
Property Owner Name(s) (print)

_____
Signature(s)

3) _____
Property Owner Name(s) (print)

_____
Signature(s)

_____
Date

State of Washington)
County of _____)

I certify that I know or have satisfactory evidence that

_____
signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____
Signature of
Notary Public_____

Printed Name _____

Residing at _____

My appointment expires _____

Stamp

Exhibit M

Letter of Impending Decision dated October 31, 2022

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339 ■ from S. Whidbey (360) 321-5111, Ext. 7339 FAX: (360) 679-7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000
Internet Home Page: http://www.islandcountywa.gov/planning/

October 31, 2022

Kathy Weber
221 Baker View Ln
Camano Island WA 98282

Re: 307/07 ZAA
Parcel: R33219-328-3520 and R33219-330-3170

Dear Ms. Weber,

On December 14, 2020, a review letter from Jonathan Lange, Assistant Director, was sent requesting additional information regarding outstanding issues in Application 307/07 ZAA that must be addressed prior to Planning issuing a Recommendation of Approval to the Hearing Examiner. On August 31, 2007, and October 31, 2007, two previous letters from Andrew Hicks, Assistant Planner were sent requesting additional information. Copies of the review letters are attached. To date, there has been no submittal of the following requested materials.

Please include the following information for 2006-2022:

- Evidence showing that the soils of the two subject parcels are limited to Class III and Class IV soils as defined by the USDA Natural Resources Conservation Service. Additionally, explain how these soils restrict the applicant from making reasonable agricultural use of both of the parcels. [*Note: all soils on site are considered either prime agricultural soils or capable of being prime agricultural soils with proper drainage or irrigation*].

- Detailed information about the effort in 2006 to produce hay on both of the subject parcels. The details that should be included in this information are: acreage of both parcels devoted to hay production, date of planting, date (approximate) of each harvest, harvest yield (quantify in some manner), irrigation methods (if any), fertilizer used (if any), etc. [*Please also include the same detailed information about the agricultural efforts from 2007-2022*].

- Identification of what other agricultural uses have been explored, and an explanation of why they are not capable of being implemented on either of the subject parcels.

This letter is being sent as notice that this Department intends to issue a Recommendation on the submitted application after 45 days from the date of this mailing. If no formal response is received that adequately addresses the issues outlined in the attached review letter request, this Department will issue a Recommendation to the Hearing Examiner which is likely to be a denial.

EXHIBIT N

Current Use Application Farm and Agricultural Land Classification Chapter 84.34
June 20, 1994

94013754

OA 02-94 800

CURRENT USE APPLICATION
FARM AND AGRICULTURAL LAND CLASSIFICATION
Chapter 84.34 RCW

FILE WITH COUNTY ASSESSOR

Island COUNTY

94013754

Tax Code _____

Account Numbers: 622080

PARCEL R-33219-335-3280

Applicant(s) Name and Address:

Dale & Margaret Yust
615 N. Arrowhead Rd
Camano Is. Wash
98282

NOTICE OF APPROVAL OR DENIAL

☑ Application Approved ☐ Application Denied
☐ All of Parcel ☐ Portion of Parcel

Date 6/20/94, 19 ____

Owner Notified on 6/21/94, 19 ____

Fee Returned ☐ Yes ☑ No Date ____, 19 ____

M.R. Shuler
(Assessor or Deputy Signature)

Auditor File Number ____ Date ____, 19 ____

APPEAL: A denial of an application for classification as farm and agricultural land may be appealed to the county legislative authority.

1. Legal description of land R 33219-335-3280 KEY 622080
Sec 15 Twp 32 N Rge 3

2. Acreage: Cultivated ✓
Grazed ✓
Farm woodlots ____
Total acreage 21.15
Irrigated acres ____ Dry acres 21.15
Is grazing land cultivated? ☒ Yes ☐ No

3. List the property rented to others which is not affiliated with agricultural use and show the location on the map.

4. Is the land subject to a lease or agreement that permits any use other than its present use? ☐ Yes ☒ No

5. Describe the present current use of each parcel of land described in this application.
GRAZED + HAY

FILED RECORDED
VOL 673
PAGE 908
REQUEST OF Island County Treasurer
JUN 20 2 24 PM '94
ART HYLAND AUDITOR
ISLAND COUNTY, WASH.
BY _____ DEPUTY

6. Describe the present improvements on this property (buildings, etc.).
HOUSE FENCING

7. Attach a map of the property to show an outline of the current use of each area of the property such as: livestock (type), row crops, hay land, pasture, wasteland, woodlots, etc.
Include on the map, if available, the soil qualities and capabilities. Also indicate the location of buildings.

8. To qualify for this classification, an application describing land of less than 20 acres must meet certain minimum income standards (see definition of agricultural land (b) and (c)). Please supply the following or any other pertinent data to show that the land will qualify for classification.

Year	19 89	19 90	19 91	19 92	19 93	Average
List the yield per acre for the last five (5) years (bushels, pounds, tons, etc.).	2	2	2	2	2	2
List the annual gross income per acre for the last five (5) years.	100.00	100.00	100.00	100.00	100.00	100.00
If rented or leased, list the annual gross rental fee for the last five years.						

NOTICE: The assessor may require the owners to submit pertinent data regarding the use of the classified land, productivity of typical crops, income, etc.

FORM REV 64 0024-1 (8-91)

BOOK 0673 PAGE 0908

Schedule F 1 (Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss from Farming

► Attach to Form 1040, Form 1041, or Form 1065.
► See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074

1991

14

Name of proprietor: DALE L. YUST

Social security number (SSN): [redacted]

A Principal Product (Describe in one or two words your principal crop or activity for the current tax year.): CATTLE

B Enter principal agricultural activity code (from page 2) ► 212

C Accounting method: (1) ☒ Cash (2) ☐ Accrual

D Employer ID number (Not SSN):

E Did you make an election in a prior year to include Commodity Credit Corporation loan proceeds as income in that year? ☐ Yes ☒ No

F Did you 'materially participate' in the operation of this business during 1991? (If 'No', see instructions for limitations on losses.) ☒ Yes ☐ No

G Do you elect, or did you previously elect, to currently deduct certain preproductive period expenses? ☒ Does not apply ☐ Yes ☐ No

Part I Farm Income -- Cash Method -- Complete Parts I and II (Accrual method taxpayers complete Parts II and III, and line 11 of Part I.)

Do not include sales of livestock held for draft, breeding, sport, or dairy purposes; report these sales on Form 4797.

1	Sales of livestock and other items you bought for resale	1	18,585		
2	Cost or other basis of livestock and other items reported on line 1	2			
3	Subtract line 2 from line 1			3	18,585
4	Sales of livestock, produce, grains, and other products you raised			4	
5a	Total cooperative distributions (Form(s) 1099-PATR)	5a		5b Taxable amount	5b
6a	Agricultural program payments	6a		6b Taxable amount	6b
7	Commodity Credit Corporation (CCC) loans:				
a	CCC loans reported under election			7a	
b	CCC loans forfeited or repaid with certificates	7b		7c Taxable amount	7c
8	Crop insurance proceeds and certain disaster payments:				
a	Amount received in 1991	8a		8b Taxable amount	8b
c	If election to defer to 1992 is attached, check here ► ☐		8d Amount deferred from 1990	8d	
9	Custom hire (machine work) income			9	
10	Other income, including Federal and state gasoline or fuel tax credit or refund			10	
11	Add amounts in the right column for lines 3 through 10. If accrual method taxpayer, enter the amount from page 2, line 52. This is your **gross income** ►			11	18,585

Part II Farm Expenses -- Cash and Accrual Method (Do not include personal or living expenses such as taxes, insurance, repairs, etc. on your home.)

12	Breeding fees	12		25	Labor hired (less jobs credit)	25	804
13	Car & truck expenses (attach Form 4562)	13		26	Pension and profit-sharing plans	26	
14	Chemicals	14	567	27	Rent or lease:		
15	Conservation expenses (attach Form 8645)	15		a	Vehicles, machinery, and equipment	27a	45
16	Custom hire (machine work)	16		b	Other (land, animals, etc.)	27b	2,400
17	Depreciation and section 179 exp deduction not claimed elsewhere	17	3,216	28	Repairs and maintenance	28	2,145
18	Employee benefit programs other than on line 26	18		29	Seeds and plants purchased	29	
19	Feed purchased	19	245	30	Storage and warehousing	30	
20	Fertilizers and lime	20		31	Supplies purchased	31	
21	Freight and trucking	21		32	Taxes	32	1,046
22	Gasoline, fuel, and oil	22	1,267	33	Utilities	33	288
23	Insurance (other than health)	23	948	34	Veterinary fees and medicine	34	
24	Interest:			35	Other expenses (specify):		
a	Mortgage (paid to banks, etc.)	24a		a	TAX PREPARATION	35a	215
b	Other	24b		b	PROFESSIONAL FEES	35b	20
				c	CLOTHING	35c	98
				d		35d	
				e		35e	
				f		35f	

36	Add lines 12 through 35f. These are your **total expenses** ►	36	13,304
37	**Net farm profit or (loss).** Subtract line 36 from line 11. If a profit, enter on Form 1040, line 19, and on Schedule SE, line 1. If a loss, you MUST go on to line 38. (Fiduciaries and partnerships, see Instructions.)	37	5,281

38 If you have a loss, you MUST check the box that describes your investment in this activity. If you checked 38a, enter the loss on Form 1040, line 19, and Schedule SE, line 1. If you checked 38b, you MUST attach **Form 6198.**

38a ☐ All investment is at risk.
38b ☐ Some investment is not at risk.

5 8232 0220

Profit or Loss From Farming

SCHEDULE F (Form 1040)
Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1040, Form 1041, or Form 1065.
▶ See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074
1992
Attachment Sequence No. 14

Name of proprietor: DALE L. YUST

Social security number (SSN): [redacted]

A Principal product. Describe in one or two words your principal crop or activity for the current tax year.: CATTLE

B Enter principal agricultural activity code (from page 2) ▶ 212

D Employer ID No. (Not SSN): -

C Accounting method: (1) [X] Cash (2) [ ] Accrual

E Did you "materially participate" in the operation of this business during 1992? If "No," see page F-1 for limitations on losses. [X] Yes [ ] No

Part I Farm Income - Cash Method - Complete Parts I and II (Accrual method taxpayers complete Parts II and III, and line 11 of Part I.)
Do not include sales of livestock held for draft, breeding, sport, or dairy purposes; report these sales on Form 4797.

1	Sales of livestock and other items you bought for resale	1			
2	Cost or other basis of livestock and other items reported on line 1	2			
3	Subtract line 2 from line 1			3	
4	Sales of livestock, produce, grains, and other products you raised. Sch. #1			4	23,468.
5a	Total cooperative distributions (Form(s) 1099-PATR)	5a	11.	5b Taxable amount	11.
6a	Agricultural program payments (see page F-2).	6a		6b Taxable amount	
7	Commodity Credit Corporation (CCC) loans (see page F-2):				
a	CCC loans reported under election	7b		7c Taxable amount	
b	CCC loans forfeited or repaid with certificates				
8	Crop insurance proceeds and certain disaster payments (see page F-2):				
a	Amount received in 1992	8a		8b Taxable amount	
c	If election to defer to 1993 is attached, check here ▶ [ ]			8d Amount deferred from 1991.	
9	Custom hire (machine work) income			9	
10	Other income, including Federal and state gasoline or fuel tax credit or refund (see page F-3) Sch. #2			10	162.
11	**Gross income.** Add amounts in the right column for lines 3 through 10. If accrual method taxpayer, enter the amount from page 2, line 51 ▶			11	23,641.

Part II Farm Expenses - Cash and Accrual Method (Do not include personal or living expenses such as taxes, insurance, repairs, etc., on your home.)

12	Car and truck expenses (see page F-3 - also (attach Form 4562)	12		25 Pension and profit-sharing plans	25	
13	Chemicals	13	93.	26 Rent or lease (see page F-4):		
14	Conservation expenses. Attach Form 8645	14		a Vehicles, machinery and equipment	26a	412.
15	Custom hire (machine work)	15		b Other (land, animals, etc.)	26b	2,400.
16	Depreciation and section 179 expense deduction not claimed elsewhere (see page F-3)	16	2,005.	27 Repairs and maintenance	27	2,923.
17	Employee benefit programs other than on line 25.	17		28 Seeds and plants purchased	28	272.
18	Feed purchased	18	170.	29 Storage and warehousing	29	
19	Fertilizers and lime	19	621.	30 Supplies purchased	30	207.
20	Freight and trucking	20		31 Taxes	31	1,856.
21	Gasoline, fuel, and oil	21	1,898.	32 Utilities	32	508.
22	Insurance (other than health)	22	1,812.	33 Veterinary, breeding, and medicine	33	93.
23	Interest:			34 Other expenses (specify):		
a	Mortgage (paid to banks, etc.)	23a	128.	a See Schedule #3	34a	3,145.
b	Other	23b		b	34b	
24	Labor hired (less jobs credits)	24	1,208.	c	34c	
				d	34d	
				e	34e	
				f	34f	
35	**Total expenses.** Add lines 12 through 34f ▶				35	19,751.
36	**Net farm profit or (loss).** Subtract line 35 from line 11. If a profit, enter on Form 1040, line 19, and on Schedule SE, line 1. If a loss, you MUST go on to line 37 (fiduciaries and partnerships, see page F-5)				36	3,890.
37	If you have a loss, you MUST check the box that describes your investment in this activity (see page F-5). If you checked 37a, enter the loss on Form 1040, line 19, and Schedule SE, line 1. If you checked 37b, you MUST attach Form 6198.				37a [ ] All investment is at risk. 37b [ ] Some investment is not at risk.	

For Paperwork Reduction Act Notice, see Form 1040 instructions.
H788

Schedule F (Form 1040) 1992

92LB80 11/09/92

Department of the Treasury
Internal Revenue Service

Attachment Sequence No. 14

Name of proprietor
DALE L. YUST

Social security number (SSN)
[redacted]

A Principal product. Describe in one or two words your principal crop or activity for the current tax year.
CATTLE

B Enter code (from page 2) ▶ 212

C Accounting method: (1) [X] Cash (2) [ ] Accrual

D Employer ID No. (EIN), if any

E Did you "materially participate" in the operation of this business during 1993? If "No," see page F-2 for limit on losses. [X] Yes [ ] No

Part I Farm Income - Cash Method - Complete Parts I and II (Accrual method taxpayers complete Parts II and III, and line 11 of Part I.)
Do not include sales of livestock held for draft, breeding, sport, or dairy purposes; report these sales on Form 4797.

1	Sales of livestock and other items you bought for resale	1			
2	Cost or other basis of livestock and other items reported on line 1	2			
3	Subtract line 2 from line 1			3	
4	Sales of livestock, produce, grains, and other products you raised. Sch. #1			4	17,808.
5a	Total cooperative distributions (Form(s) 1099-PATR)	5a	5b Taxable amount	5b	
6a	Agricultural program payments (see page F-2)	6a	6b Taxable amount	6b	
7	Commodity Credit Corporation (CCC) loans (see page F-2):				
a	CCC loans reported under election			7a	
b	CCC loans forfeited or repaid with certificates	7b	7c Taxable amount	7c	
8	Crop insurance proceeds and certain disaster payments (see page F-2):				
a	Amount received in 1993	8a	8b Taxable amount	8b	
c	If election to defer to 1994 is attached, check here ▶ [ ]		8d Amount deferred from 1992	8d	
9	Custom hire (machine work) income			9	
10	Other income, including Federal and state gasoline or fuel tax credit or refund (see page F-3) Sch #2			10	60.
11	Gross income. Add amounts in the right column for lines 3 through 10. If accrual method taxpayer, enter the amount from page 2, line 51 ▶			11	17,868.

Part II Farm Expenses - Cash and Accrual Method (Do not include personal or living expenses such as taxes, insurance, repairs, etc., on your home.)

12	Car and truck expenses (see page F-3 - also attach Form 4562)	12		25	Pension and profit-sharing plans	25	
13	Chemicals	13	106.	26	Rent or lease (see page F-4):		
14	Conservation expenses. Attach Form 8645	14		a	Vehicles, machinery and equipment	26a	421.
15	Custom hire (machine work)	15		b	Other (land, animals, etc.)	26b	1,600.
16	Depreciation and section 179 expense deduction not claimed elsewhere (see page F-4)	16		27	Repairs and maintenance	27	4,492.
				28	Seeds and plants purchased	28	394.
17	Employee benefit programs other than on line 25	17		29	Storage and warehousing	29	
				30	Supplies purchased	30	42.
18	Feed purchased	18	82.	31	Taxes. Sch. #3	31	498.
19	Fertilizers and lime	19	1,676.	32	Utilities	32	374.
20	Freight and trucking	20		33	Veterinary, breeding, and medicine	33	156.
21	Gasoline, fuel, and oil	21	1,676.	34	Other expenses (specify):		
22	Insurance (other than health)	22	1,888.	a	See Schedule #4	34a	2,623.
23	Interest:			b		34b	
a	Mortgage (paid to banks, etc.)	23a	6.	c		34c	
b	Other	23b		d		34d	
24	Labor hired (less jobs credits)	24	308.	e		34e	
				f		34f	
35	Total expenses. Add lines 12 through 34f ▶					35	16,342.
36	Net farm profit or (loss). Subtract line 35 from line 11. If a profit, enter on Form 1040, line 19 and ALSO on Schedule SE, line 1. If a loss, you MUST go on to line 37 (fiduciaries and partnerships, see page F-5)					36	1,526.
37	If you have a loss, you MUST check the box that describes your investment in this activity (see page F-5). If you checked 37a, enter the loss on Form 1040, line 19, and ALSO on Schedule SE, line 1. If you checked 37b, you MUST attach Form 6198.					37a	[ ] All investment is at risk.
						37b	[ ] Some investment is not at risk.

EXHIBIT O

Notice of Removal of Current Use Classification and Additional Tax Calculations 84.34 RCW
January 5, 2021

01/05/2021 03:13:42 PM 4507204
Recording Fee $109.50 Page 1 of 7
Removal Of Current Use Assessment
Island County Washington

When recorded return to:

Island County Assessor
PO Box 5000
Coupeville, WA 98239

Notice of Removal of Current Use Classification and Additional Tax Calculations Chapter 84.34 RCW

Island County

Grantor or County: Island

Grantee or Property Owner: James Weber / Kathy Weber

Mailing Address: 221 Baker View Ln

Camano Island (City) WA (State) 98282-7782 (Zip)

Legal Description: Section 19 of township 32 range 3E WM and Section 19 of township 32 range 3E WM - see attached exhibit "a"

Assessor's Parcel/Account Number: R33219-330-3170 / 807277 & R33219-328-3520 / 807278

Reference Numbers of Documents Assigned or Released: 94013754

You are hereby notified that the current use classification for the above described property which has been classified as:

☐ Open Space Land ☐ Timber Land ☑ Farm and Agricultural Land

is being removed for the following reason:

☑ Owner's request
☐ Sale/transfer to government entity
☐ Classified in error
☐ Change in use/no longer qualifies
☐ Notice of continuance not signed
☐ Other (specific reason) _____

Is removal subject to additional tax, interest, and penalty? ☑ Yes ☐ No

If yes, go to page two and complete the rest of form. If no, complete questions 1-4 below.

1. Date of removal: 1/5/2021

2. Calculate amount due in #8 *(recording fee)* and #10 *(calculation of tax for remainder of current year.)*
3. Reason for exception (see page 4 for exceptions.)
4. Provide a brief explanation on why removal meets the exception listed in #3.

owner has been classified over ten years and removal is at owner request.

County Assessor or Deputy — Date 1/5/2021

(See next page for current use assessment additional tax statement.)

84 0023 (08/02/17)

Reclassification Option

You may apply to have the land reclassified into one of the other current use classifications under Chapter 84.34 RCW or forest land designation under Chapter 84.33 RCW. If an application for reclassification is received within 30 days of this notice, no additional tax, interest, or penalty are due until the application is denied. If an application for reclassification under 84.34 RCW was previously denied, a reapplication covering the same parcel of land, or a portion thereof, may not be submitted to the granting authority until 365 days have elapsed from the date the initial application for reclassification was received. WAC 458-30-215(8)

Appeal Rights

The property owner or person responsible for the payment of taxes may appeal the assessor's removal of classification to the County Board of Equalization. Said Board may be reconvened to consider the appeal. The petition must be filed with the board on or before July 1 of the year of the determination, or within thirty days after the date the notice has been mailed, or within a time limit of up to sixty days adopted by the county legislative authority, whichever is later. A petition form may be obtained by either contacting the assessor or the county board of equalization in the county in which the land is located. County contact information can be found at the following website: http://dor.wa.gov/Content/FindTaxesAndRates/PropertyTax/Links.aspx

Additional Tax, Interest and Penalty upon Removal

Upon removal of classification from this property, an additional tax will be imposed equal to the sum of the following:

1. The difference between the property tax that was levied upon the current use value and the tax that would have been levied upon the true and fair value for the seven tax years preceding removal; plus
2. Interest at the statutory rate charged on delinquent property taxes specified in RCW 84.56.020 from April 30 of the year the tax could have been paid without penalty to the date of removal; plus
3. A penalty of 20% added to the total amount computed in 1 and 2 above, except when the property owner complies with the withdrawal procedure specified in RCW 84.34.070, or when the removal is not subject to the additional tax, interest, and penalty, as provided in 4 (below).
4. The additional tax, interest, and penalty specified in 1, 2, and 3 (above) will not be imposed if removal from classification resulted solely from:

a) Transfer to a government entity in exchange for other land located within the State of Washington;
b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power;
c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land;
e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
f) Acquisition of property interests by state agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 for the purpose enumerated in those sections (RCW 84.34.108(6)(f));
g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f)(homesite);
h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under chapter 84.34 RCW continuously since 1993 and the individual(s) or entity(ies) who received the land from the deceased owner is selling or transferring the land. The date of death shown on the death certificate is the date used; or
l) The discovery that the land was classified in error through no fault of the owner.

Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ISLAND, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 OF ISLAND COUNTY SHORT PLAT NO. 87/07-2.33219.350-343, AS APPROVED AUGUST 21, 1987, AND RECORDED AUGUST 21, 1987 AS AUDITOR'S FILE NO. 8708 1594 IN VOLUME 2 OF SHORT PLATS, PAGES 134 AND 135, RECORDS OF ISLAND COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 19, TOWNSHIP 32 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°44'55" WEST A DISTANCE OF 263.71 FEET; THENCE NORTH 11°12'19" EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 0°47'05" EAST A DISTANCE OF 270.00 FEET TO THE MOST SOUTHERLY NORTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE MOST SOUTHERLY NORTH LINE OF SAID LOT 1 SOUTH 89°48'55" EAST A DISTANCE OF 402.66 FEET TO THE POINT OF INTERSECTION WITH THE MOST EASTERLY WEST LINE OF SAID LOT 1;

THENCE ALONG THE MOST EASTERLY WEST LINE OF SAID LOT 1 NORTH 0°37'04" EAST A DISTANCE OF 643.50 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE NORTH LINE OF SAID LOT 1 SOUTH 89°48'55" EAST A DISTANCE OF 373.96 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 0°42'40" WEST A DISTANCE OF 645.04 FEET;

THENCE SOUTH 64°47'30" WEST A DISTANCE OF 442.36 FEET;

THENCE SOUTH 26°28'28" WEST A DISTANCE OF 316.58 FEET;

THENCE SOUTH 17°08'57" WEST A DISTANCE OF 41.10 FEET;

THENCE SOUTH 29°49'52" WEST A DISTANCE OF 35.08 FEET;

THENCE SOUTH 0°02'04" WEST A DISTANCE OF 137.31 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 213.20 FEET

EAST OF SAID SOUTHWEST CORNER OF SAID LOT 1, MEASURED ALONG SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE, NORTH 89°57'56" WEST A DISTANCE OF 213.20 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

Parcel ID: R33219-330-3170

Commonly known as 221 Baker View Lane, Camano Island, WA 98282
However, by showing this address no additional coverage is provided

ABBREVIATED LEGAL: PTN LOT 1, SP#87/07 VOLUME 2 PAGES 134 & 135.

EXHIBIT "A"

Lot 1 of Island County Short Plat Number 87/07-2.33219.350-343, as approved August 21, 1987, and recorded August 21, 1987, in Volume 2 of Short Plats, pages 134 and 135, under Auditor's File No. 87011594, records of Island County, Washington; being a portion of the Southwest Quarter of the Northeast Quarter of Section 19, Township 32 North, Range 3 East of the Willamette Meridian;

EXCEPT that portion described as follows:

Beginning at the Southwest corner of said Lot 1;
thence along the West line of said Lot 1, North 00°44'55" West a distance of 363.71 feet,
thence North 11°12'19" East a distance of 50.00 feet;
thence North 0°47'05" East a distance of 270.00 feet to the most Southerly Northwest corner of said Lot 1;
thence along the most Southerly North line of said Lot 1 South 89°48'55" East a distance of 402.66 feet to the point of intersection with the most Easterly west line of said Lot 1;
thence along the most Easterly West line of said Lot 1 North 0°37'04" East a distance of 643.50 feet to the most Northerly Northwest corner of said Lot 1;
thence along the North line of said Lot 1 South 89°48'55" East a distance of 373.96 feet;
thence leaving said North line South 0°42'40" West a distance of 645.04 feet;
thence South 64°47'30" West a distance of 442.36 feet;
thence South 26°28'28" West a distance of 316.58 feet;
thence South 17°08'57" West a distance of 41.10 feet;
thence South 29°49'52" West a distance of 35.08 feet;
thence South 0°02'04" West a distance of 137.31 feet to a point on the South line of said Lot 1 a distant of 213.20 feet East of said Southwest corner of said Lot 1, measured along said South line;
thence along said South line, North 89°57'56" West a distance of 213.20 feet to the point of beginning.

Situated in Island County, Washington.

Open Space Loss Worksheet

for Property 807277

Change In Use Date: January 08, 2021

Acres Removed: 10.1500

Non-Senior

Current Tax Year

Year	Market Value	Current Use Value	Levy Rate	Proration Factor	Market Taxes Due	Current Use Taxes Due	Additional Taxes Due	Interest Due	Tax & Interest	Override
Current Tax Year	$273,094.00	$7,470.00	9.570	0.013699	$35.80	$0.98	$34.82	$0.00	$34.82	
Remainder of Year	$273,094.00	$7,470.00	9.570	0.986301	$2,577.71	$70.51	$2,507.20	$0.00	$2,507.20	
Total									$2,842.02	

Prior Tax Years

Year	Tax Year	Market Value	Current Use Value	Value Difference	Tax Area ID	Levy Rate	Additional Taxes Due	Int 1%/Mo from 4/30	Interest Due	Tax & Interest
1	2019 - 2020	$315,000.00	$7,470.00	$307,530.00	250,244	9.570	$2,943.07	9	$264.88	$3,207.95
2	2018 - 2019	$180,000.00	$7,470.00	$172,530.00	250,244	9.544	$1,646.56	21	$345.78	$1,992.34
3	2017 - 2018	$180,000.00	$7,470.00	$172,530.00	250,244	10.300	$1,777.04	33	$586.42	$2,363.46
4	2016 - 2017	$180,000.00	$7,470.00	$172,530.00	250,244	9.253	$1,596.36	45	$718.36	$2,314.72
5	2015 - 2016	$227,360.00	$7,470.00	$219,890.00	250,244	9.620	$2,115.30	57	$1,205.72	$3,321.02
6	2014 - 2015	$227,360.00	$7,470.00	$219,890.00	250,244	9.843	$2,164.44	69	$1,493.46	$3,657.90
7	2013 - 2014	$227,360.00	$7,470.00	$219,890.00	250,244	10.069	$2,218.57	81	$1,797.04	$4,015.61
Total										$20,873.00

Current Year Taxes Due: 2,842.02

Prior Year Taxes Due: 20,873.00

APPROVED JAN 05 2021

Penalty: 0.00

Penalty Percent: 0.00%

Total Prior Year Taxes Due: 20,873.00

Total Additional Taxes & Interest: 23,415.02

RECORDING FEE: $0.00

Total Due: 23,415.02

4507204 Page 6 of 7 01/05/2021 03:13:42 PM Island County, WA

Open Space Loss Worksheet

for Property 807278

Change In Use Date: January 05, 2021 **Acres Removed:** 9.0000

Non-Senior

Current Tax Year

Year	Market Value	Current Use Value	Levy Rate	Proration Factor	Market Taxes Due	Current Use Taxes Due	Additional Taxes Due	Interest Due	Tax & Interest	Override
Current Tax Year	$216,000.00	$3,312.00	9.570	0.013699	$28.32	$0.43	$27.88	$0.00	$27.88	
Remainder of Year	$216,000.00	$3,312.00	9.570	0.986301	$2,038.81	$31.26	$2,007.54	$0.00	$2,007.54	
Total									**$2,035.42**	

Prior Tax Years

Year	Tax Year	Market Value	Current Use Value	Value Difference	Tax Area ID	Levy Rate	Additional Taxes Due	Int 1%/Mo from 4/30	Interest Due	Tax & Interest
1	2019 - 2020	$315,000.00	$3,312.00	$311,688.00	250,244	9.570	$2,982.86	9	$268.46	$3,251.32
2	2018 - 2019	$252,000.00	$3,312.00	$248,688.00	250,244	9.544	$2,373.38	21	$498.41	$2,871.79
3	2017 - 2018	$180,000.00	$3,312.00	$176,688.00	250,244	10.300	$1,819.87	33	$600.56	$2,420.43
4	2016 - 2017	$180,000.00	$3,312.00	$176,688.00	250,244	9.253	$1,634.84	45	$735.68	$2,370.52
5	2015 - 2016	$129,600.00	$3,312.00	$126,288.00	250,244	9.620	$1,214.87	57	$692.48	$1,907.35
6	2014 - 2015	$129,600.00	$3,312.00	$126,288.00	250,244	9.843	$1,243.09	69	$857.73	$2,100.82
7	2013 - 2014	$129,600.00	$3,312.00	$126,288.00	250,244	10.089	$1,274.18	81	$1,032.09	$2,306.27
Total										**$17,228.50**

Current Year Taxes Due: 2,035.42

Prior Year Taxes Due: 17,228.50

APPROVED JAN 05 2021

Penalty: 0.00

Penalty Percent: 0.00%

Total Prior Year Taxes Due: 17,228.50

Total Additional Taxes & Interest: 19,263.92

RECORDING FEE: $0.00

Total Due: 19,263.92

4507204 Page 7 of 7 01/05/2021 03:13:42 PM Island County, WA

Exhibit P
Legal Notices

ISLAND COUNTY
NOTICE OF APPLICATION
WITH SEPA

Island County has received the following applications for review. For each of the following applications, Island County expects to issue a determination of non-significance (DNS), and is using the optional DNS process established by WAC 197-11-355. The public comment period may be the only opportunity to comment on the environmental impacts of the following proposals.

File Number	**307/07 ZAA**
Applicant:	James & Kathy Weber
Date of Notice of Application	August 7, 2007
Description of Proposal	Zoning reclassification of two (2) parcels, currently zoned Rural Agriculture, to the Rural Zoning designation. The parcels are approximately ten (10) and eleven (11) acres.
Location:	221 Baker View Ln., Camano Island
Staff Contact:	Andrew Hicks
Hearing Date:	**TO BE DETERMINED**

FILES AVAILABLE FOR REVIEW: The application files are available for inspection at no cost, and will be provided at the cost of reproduction in a timely manner.

OPPORTUNITY FOR PUBLIC COMMENT: Your written comments on the project are requested. Comments on environmental impacts must be received by 4:30 p.m. on **AUGUST 21, 2007.**

Comments may be: mailed to Island County Community Development, P.O. Box 5000, Coupeville, WA 98239; personally delivered to 6th & Main Street, Coupeville, WA between 10:00 a.m. and 4:30 p.m. Monday through Friday; or sent by facsimile to (360) 679-7306. Comments should be as specific as possible.

ADDITIONAL INFORMATION To request notice of hearings, or receive a copy of the decision or final threshold determination, mail written request to the before mentioned address. For information on appeal procedures, or any additional information, contact Island County Planning & Community Development by mail, in person, or by phone at (360) 679-7339, 321-5111, or 629-4522.

FOR PUBLICATION IN THE AUGUST 7, 2007 ISSUE OF THE STANWOOD/CAMANO NEWS.

Planning & Community Development
PO Box 5000
Coupeville, Washington 98239-5000

RECEIVED
AUG 0 8 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

Affidavit of Posting the Public Notice Sign

I, Katherine Weber, am the applicant/authorized agent for an application for _____ on this parcel in Island County, do hereby depose and swear I did on the 7th day of August, 2007, post a public notice sign, prominently displayed, at the following location(s):

west side of property on Arrowhead Road

advertising a review of the following application before the Planning and Community Development Division of Island County:

Application Number: 307/07 ZAA

Name of Applicant/Agent (print) Katherine Weber

Katherine L Weber
Signature of Applicant or Agent

RECEIVED
AUG 7 2007
CAMANO ANNEX
BUILDING DEPT

STATE OF WASHINGTON)
COUNTY OF ISLAND)

Subscribed and sworn to before me this 7th day of August, 2007.

Kathryn L. Sharp
Notary Public in and for the State of Washington:

Kathryn L. Sharp
Name Printed

My Commission Expires: 3-01-2010

STATE OF WASHINGTON KATHRYN LOUISE SHARP NOTARY PUBLIC COMMISSION EXPIRES 3-01-10

Placement of the Sign: Place the sign to be clearly visible and readable from abutting road(s) or at the principal entry point to the property from the nearest public right-of-way. Make sure an interested party is not required to enter onto private property to read it and that information on the sign is not obscured by structures, vegetation or other site features. The lowest point of the sign should be at least three feet above the ground. You may need to use special measures to secure the sign to withstand wind and rain. **You must ensure that the sign remains posted and clearly visible until the final decision is issued, or the issuance of the decision may be delayed until the notice requirements are met.** If the sign is removed, blown down, or destroyed, call Planning & Community Development immediately for a replacement sign.

REMOVAL OF SIGN: You should remove the sign immediately after the decision is issued, **but not before**.

AFFIDAVIT OF POSTING: MUST BE NOTIRIZED AND RETURNED PRIOR TO THE END OF THE PUBLIC COMMENT PERIOD.

Information to be Printed on the Sign.

Application No: 307/07 ZAA

Applicant: James & Kathy Weber

Staff Contact: Andrew Hicks

Date of Notice: August 7,2007

SEPA: A DNS is likely.
The optional DNS process of WAC 197-11-355 is being used for this proposal. This may be the only opportunity to comment on the environmental impacts of this proposal.

Submit Comments By: August 21, 2007
(End of Public Comment Period)

Location: 221 Baker View Ln., Camano Island

Proposal:

Zoning reclassification of two (2) parcels, currently zoned Rural Agriculture, to the Rural Zoning designation. The parcels are approximately ten (10) and eleven (11) acres.

Public Hearing Date:

Location:

To submit written comments by the end of the public comment period, to request notice of hearings, to receive a copy of the decision, or to request information on appeal procedures, or other information, contact:

ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT
PO BOX 5000; COUPEVILLE, WA 98239
(360)679-7339 (360)321-5111 (360)629-4522.

RECEIVED
AUG 08 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

IN THE SUPERIOR COURT
OF THE STATE OF WASHINGTON
COUNTY OF ISLAND

POSTED

AFFIDAVIT OF PUBLICATION

In the Matter of

PLANNING AND COMMUNITY DEVELOPMENT

STATE OF WASHINGTON

SS.

COUNTY OF ISLAND

SHARON D. BARTLETT being first duly sworn, on oath deposes and says that she is a clerk at the STANWOOD/CAMANO NEWS, a weekly newspaper. That said newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a weekly newspaper in Stanwood, Snohomish County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of said newspaper. That the said STANWOOD/CAMANO NEWS was on the 11th day of June 1993, approved as a legal newspaper by the Superior Court of said Island County.

That the annexed is a true copy of NOTICE OF APPLICATION WTH SEPA, 307/07 ZAA, AUGUST 7TH 2007, as it was published in the regular issue (and not in supplement form) of said weekly newspaper commencing and ending on the 7TH DAY OF AUGUST, 2007, and that said newspaper was regularly distributed to its subscribers during all of said period. That the full amount of the fee $66.50 at the rate of $7.00 per column inch for each insertion.

Sharon D Bartlett

Subscribed and sworn to before me this 7 day of AUGUST, 2007

Jennifer Lynn Adkins

Notary Public in and for the State of Washington, residing at CAMANO ISLAND

JENNIFER LYNN ADKINS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
05-01-2010

ISLAND COUNTY
NOTICE OF APPLICATION
WITH SEPA

Island County has received the following applications for review. For each of the following applications, Island County expects to issue a determination of non-significance (DNS), and is using the optional DNS process established by WAC 197-11-355. The public comment period may be the only opportunity to comment on the environmental impacts of the following proposals.

File Number 307/07 ZAA
Applicant: James & Kathy Weber
Date of Notice of Application August 7, 2007
Description of Proposal Zoning reclassification of two (2) parcels, currently zoned Rural Agriculture, to the Rural Zoning designation. The parcels are approximately ten (10) and eleven (11) acres.
Location: 221 Baker View Ln., Camano Island
Staff Contact: Andrew Hicks
Hearing Date: TO BE DETERMINED

FILES AVAILABLE FOR REVIEW: The application files are available for inspection at no cost, and will be provided at the cost of reproduction in a timely manner.

OPPORTUNITY FOR PUBLIC COMMENT: Your written comments on the project are requested. Comments on environmental impacts must be received by 4:30 p.m. on **AUGUST 21, 2007.**

Comments may be: mailed to Island County Community Development, P.O. Box 5000, Coupeville, WA 98239; personally delivered to 6th & Main Street, Coupeville, WA between 10:00 a.m. and 4:30 p.m. Monday through Friday; or sent by facsimile to (360) 679-7306. Comments should be as specific as possible.

ADDITIONAL INFORMATION To request notice of hearings, or receive a copy of the decision or final threshold determination, mail written request to the before mentioned address. For information on appeal procedures, or any additional information, contact Island County Planning & Community Development by mail, in person, or by phone at (360) 679-7339, 321-5111, or 629-4522.

PUBLISHED IN THE STANWOOD/CAMANO NEWS AUG. 7, 2007.

Exhibit Q
Public Comments

Fax to: 360-679-7306
Fax from: Steve & Connie Kraker
8/21/07 1029 Arrowhead; Camano Island WA 98282
360-387-5002

Island County Community Dev.
Attn Andrew Dicks
PO Box 5000
Coupeville WA 98239

re. file #307/07 ZAA
Applicant James & Kathy Wiley

Dear Mr Dicks,

Previously the farmland in question was harvested by fewer people and with considerable less labor hours. The previous owner cut the hay earlier in the season ~~before~~ and had it baled and left in his field for customer to pick up with their own labor and vehicles. We put a hand painted sign out front and within two weeks all the hay was gone.

The other farmers growing hay on Arrowhead have been growing the crop successfully for

Long before the Weber's crop was harvested we believe it was rained on before ~~it~~ baled making it less valuable. Also, the Weber's have multiple mules and built a second house on the property so they have less land to farm. The mules do eat from the harvest whereas the previous owner sold all of his.

~~The~~ previous owner cut his hay when it was still a bit green which customers like my grandfather who had four horses preferred because they liked it better and I believe it was better for them. The Weber's hay was dry and yellow.

The Webers built a large barn and I believe they are storing hay for their mules. The previous owner sold all of his.

A few years ago we contacted the man who bulldozed the Weber's property prior to their purchase. He told us the land was wetlands and like was put in to drain the field so hay could be grown. That something that needs to be addressed

It does not make sense to us that the land can't be successfully farmed in a profitable manner. The former owner of the land around our property grew and harvested hay for years profitably before selling and he was a senior citizen. The Weber property was owned and farmed profitably by a senior citizen as well.

We would like correspondence on all matters concerning this rezone including notification of any public hearings.

Thank you for your attention to this matter.

Sincerely,

Connie and Steve Yreken

RECEIVED
AUG 10 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT

Starlene Cook
Jason Nevilier
235 Baker View Lane
Camano Island Wa 98282

August 9, 2007

Island County Community Development
Andrew Hicks
P.O. Box 5000
Coupeville, Wa 98239

Re: 307/07 ZAA

Dear Mr. Hicks,

We are writing in response to a letter received by our neighbor. We however, did not receive a copy of this letter and only noticed something was going on, after driving by the sign on Arrowhead in regards to the Weber's decision to change from Agriculture to Rural zoning.

The Weber's are very good at getting around county codes and rules and I just wonder what there intentions are after getting the zoning changed. They just bought this 21 acre parcel of land and home in May of 06 and since purchasing they have successfully, split there parcel from 21 acres to two pieces, one 10 and one 11 and built a house next to our home and property line for there daughter and husband to reside. (we were total that this was a one time split and could not be done again under the agriculture classification.) They have remodeled there home, built a barn, moved there 3 car garage from one side of the driveway to the other and had perc tests performed on the lower hay field. All of this has been done within one year of purchasing this home and 21 acres.

We purchased our home in February of 2006 and purchased the home because of the fact that homes were spaced far apart (only 3 homes on our little road) and enjoying the farm setting as we have 3 horses. We were told that Island County does not wish to be overdeveloped and farm land would stay just that. Then we got the Weber's for neighbors, since then we now have a home 50' off of our property line which is an additional home on our little road. I personally do not have a problem with the Weber's or there daughter and son in law except for the fact of building a home on top of us and failing to keep up the maintenance on the road. They were to upgrade the road after the construction of the daughter's home. The home is complete and they are waiting to pour the driveway but the road has yet to be upgraded.

Water from the home and property above Baker View Lane runs down a ditch that runs underground and come out at the bottom of our 5.66 acres and into the lower pasture/hay field belonging to the Weber's. This land is very wet and holds water in the winter. IF they are attempting to again ask for another split of land and develop that lower field where will the water go? How many times can the land be split? Where will the access to that land be? Off Arrowhead? At this time the only way to access it is thru the Weber's property or unless they get permission from the land owner near the bottom of the Weber's acreage along Arrowhead. My question is why they want to do this, their property taxes will be hirer. If they are looking to develop the lower land we would not be happy with that decision, we are losing all of our open spaces, and someone needs to protect them. Why did they purchase agriculture zoned land if they just wanted to change it within a year? Do the Weber's wish to sell the whole lower section? If so we would entertain the idea of purchasing it and keeping it agriculture zoning.

Please advise us of what the final decision is.

Thank you,

Starlene Cook
Jason Nevilier

8-10-07

RECEIVED
AUG 14 2007
ISLAND COUNTY
COMMUNITY DEVELOPMENT
FILE #

We SAY - NO

To Andrew Hicks (in charge) 307-07 ZAA

I am writing in regards to the rural change-over on Kathy & Jim Weber property from farmland.

They have 4 mules, so I would call it agriculture. If they get a road easement off Arrowhead it would be very dangerous as it's on a steep hill & heavy traffic. It's a very blind hill. We have an easement on a short road with 3 driveways. Somehow the county let them come in & cram another house in & another driveway. (? how) If this change goes through another driveway will have to be made. No way except on the existing road or arrowhead (Both not good) could they get into the 10 & 12 acre parcels. It's all swamp land below the house with drainage ditches. Where will the water go if they start developing.

Webers split the property once in the last year. This, I guess, is how they managed to get the new house in. Now they closed off all existing driveways to back fields, so are trying to get another way in.

We need our farmland. We need our open space. We need our water. Lets keep the farmland that keeps our "open space" & feeds us.

Thank you

Murell & Ed Barnett
5 acres

Ed & Murell Barnett
273 Baker View Ln.
Camano Island, WA 98282-7282

360-387-0437

Exhibit R

Island County Inadvertent Discovery Plan

Island County Inadvertent Discovery Plan

In the event that any ground-disturbing activities or other project activities related to this development or in any future development uncover protected cultural material (e.g., bones, shell, antler, horn or stone tools), the following actions will be taken:

1. When an unanticipated discovery of protected **cultural material** (see definitions below) occurs, the property owner or contractor will completely secure the location and contact:
   a) The property owner and project manager;
   b) The Department of Archaeology and Historic Preservation (DAHP) (Stephanie Jolivette, 360-586-3088);
   c) The affected Tribal members:
      a. The Swinomish Indian Tribal Community (Josephine Jefferson, THPO, office:360-466-7352, cell: 360-488-3860);
      b. The Tulalip Tribes (Richard Young, cell: 425-622-4303);
      c. Scott Schuyler, Upper Skagit Tribe (360-854-7090, cell 360-630-3680),
      d. Jackie Ferry, THPO, Samish Tribe (office:360-726-3399, cell: 360-770-7784),
      e. and Kerry Lyste, Stillaguamish Tribe, THPO (office: 360-572-3072)
   d) and the Island County planner associated with the project.

2. If the discovery is **human remains**, the property owner or contractor will stop work in and adjacent to the discovery, completely secure the work area by moving the land-altering equipment to a reasonable distance, and will immediately contact:
   a) The property owner and project manager;
   b) The Island County Sheriff's Department (360-629-4523 x7310)
   c) and the Island County Coroner, Robert Bishop (360-679-7358) to determine if the remains are forensic in nature;
   d) If the remains are not forensic in nature the Department of Archaeology and Historic Preservation (DAHP) (Stephanie Jolivette 360-586-3088 and Guy Tasa 360-586-3534); will take the lead on determining the appropriate method of treatment for the remains and will consult with the affected tribes;

Cultural material that may be protected by law could include but not be limited to:

1. Buried layers of black soil with layers of shell, charcoal, and fish and mammal bones (Figure 1).
2. Buried cobbles that may indicate a hearth feature;
3. Non-natural sediment or stone deposits that may be related to activity areas of people;
4. Stone, bone, shell, horn, or antler tools that may include projectile points (arrowheads),
5. scrapers, cutting tools, wood working wedges or axes, and grinding stones (Figures 2 and 3);
6. Stone tools or stone flakes (Figures 2 and 3);
7. Perennially damp areas may have preservation conditions that allow for remnants of wood and other plant fibers; in these locations there may be remains including fragments of basketry, weaving, wood tools, or carved pieces (Figure 4); and
8. Concentrations of historical period artifacts (> 50 years old) (Figure 5); and
9. Human remains.

Figure 1: Shell Middens. These middens can extend into the intertidal zone in areas that have undergone sea level rise during the precontact period.





Figure 2: Examples of stone and bone tools.



Figure 3: Examples of stone flakes.



Figure 4: Examples of underwater/intertidal archaeological features including wood or stone fish weirs (left), clam gardens (bottom), sunken canoes (right) or other watercraft, and basketry.



Figure 5. Historical period sites (more than 50 years in age) are also protect by archaeology laws. These can include concentrations of broken ceramics, bottles, bricks, and metal objects.



Island County Planning and Community Development

P.O. Box 5000, Coupeville, WA 98239
Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306
Email: PlanningDept@islandcountywa.gov | https://www.islandcountywa.gov/Planning/Pages/Home.aspx

STATE ENVIRONMENTAL POLICY ACT

Determination of NonSignificance

March 13, 2023

Lead agency: Island County Planning and Community Development

Agency Contact: John Lanier, j.lanier@islandcountywa.gov, (360) 678-7811

Agency File Number: 307/07 ZAA

Description of proposal – Zoning reclassification of two (2) parcels, currently zoned Rural Agriculture, to the Rural Zoning designation. The parcels are approximately ten (10) and eleven (11) acres.

Location of proposal – 221 Baker View Ln., Camano Island

Applicant: James & Kathy Weber

Island County Planning and Community Development has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030. We have reviewed the attached Environmental Checklist and application materials.

This information available at: https://apps.ecology.wa.gov/separ/Main/SEPA/Search.aspx

This determination is based on the following findings and conclusions:

The following conditions have been identified that may be used to mitigate the adverse environmental impacts of the proposal: All Conditions from County Departments shall be adhered to by the applicant. The project is required to comply with Washington State and Island County water quality standards, Washington State and Federal laws and regulations protecting archaeological sites and resources and all other pertinent laws, rules, regulations, codes, and ordinances. Erosion and Sedimentation Control Best Management

Practices shall be employed throughout the approved development. In the event that any ground-disturbing activities, other project activities related to this development, or in any future development uncover protected cultural materials (e.g., bones, shell, stone tools, beads, ceramics, old bottles, hearths, etc.), the actions as listed in the Inadvertent Archaeological and Historic Resources Discovery Plan for Island County must be followed. Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) and human remains (RCW 68.50) is required. Failure to comply with this requirement could constitute a Class C Felony. 15. All development activities on and use of the subject parcel shall be in compliance with all applicable Washington State laws and Island County codes.

This DNS is issued under WAC 197-11-355. There is no further comment period on the DNS.

Signature Jonathan Lange Date 3/13/2023

SEPA Responsible Official, Jonathan Lange, Assistant Director

Appeal process: You may appeal this determination to the hearing examiner by filing an appeal and appeal fee with the Island County Planning and Community Development Department per County Code requirements.

Direct to the attention of:

John Lanier, Long Range Planner
PO Box 5000
Coupeville, WA 98239

No later than March 28, 2023

by letter at the above address or by email at j.lanier@islandcountywa.gov.

You should be prepared to make specific, factual objections.

Contact John Lanier to read or ask about the procedures for SEPA appeals.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF APROVING THE HEARING EXAMINER'S RECOMMENDATION ON SITE SPECIFIC REZONE ZAA 307/07, REZONING PARCELS R33219-328-3520 AND R33219-330-3170 FROM RURAL AGRICULTURE TO RURAL.	ORDINANCE NO. C- -23 PLG-007-23

WHEREAS, the applicants, Jim and Kathy Weber are seeking a rezoning of parcels, R33219-328-3520 and R33219-330-3170, located at 221 and 227 Baker View Lane, on Camano Island; and

WHEREAS, the property is currently in the Rural Agriculture (RA) zone and the proposal is to rezone the property into the Rural (R) zone; and

WHEREAS, per ICC 17.03.220.D(5), reclassification from RA to R shall be granted if requested by the owner and upon finding that the owner cannot make reasonable agricultural use of the property if classified RA, considering the factor contained in WAC 365-190-050 and where the inability to make commercial farm use of the property is not due to action or inaction of the owner. Factual information provided by the owner shall be given substantial weight; and

WHEREAS, the surrounding area is characterized by residential use and the subject parcel abuts ten (10) parcels within the Rural zone; and

WHEREAS, the subject parcel was previously classified under Island County's Current Use Farm and Agriculture program; and

WHEREAS, the owner cannot make reasonable agricultural use of the property based on factual information provided by the owner; and

WHEREAS, this application meets the minimum requirements set forth in ICC 17.03.220.D2 for rezones; and

WHEREAS, per WAC 197-11-800(12)(b), rezones are not exempt from a SEPA threshold determination; and

WHEREAS, pursuant to WAC 197-11-340, Island County has determined that this proposal does not have a probable significant adverse impact on the environment and an Environmental Impact Statement is not required under RCW 43.21C.303(2)(c); and

DRAFT

WHEREAS, this decision was made after review of a completed environmental checklist and other information on file with Island County; and

WHEREAS, per ICC 16.19.170.D, ICC 16.19.180, and ICC 17.03.220 site specific rezones shall be processed as a Type III with the Hearing Examiner making a recommendation to the Board of Commissioners; and

WHEREAS, this process requires a public comment period; and

WHEREAS, a notice sign was posted by the applicant on August 7, 2007, and the notice period for public comment was from August 7 to August 21, 2007; and

WHEREAS, three public comments were received during the public comment period; and

WHEREAS, on March 13, 2023 a hearing was held, and continued to March 31, 2023, on ZAA 307/07 by the Hearing Examiner for Island County Planning and Community Development; and

WHEREAS, on August 18, 2023 the Hearing Examiner for Island County Planning and Community Development issued a recommendation on ZAA 307/07; and

WHEREAS, the Hearing Examiner for Island County Planning and Community Development recommended the Island County Board of Commissioners grant approval to requested Site-Specific Rezone from Rural Agriculture to Rural, using the Type III Zoning Amendment Application for a 10-acre parcel, located at 227 Baker View Lane, Camano Island, Washington, Parcel Number R33219-328-3520; and an 11.15-acre parcel, located at 221 Baker View Lane, Camano Island, Washington, Parcel Number R33219-330-3170; and

WHEREAS, per ICC 17.03.050.C(2), the official Island County Zoning Atlas shall be maintained by the Planning Director and shall be modified promptly to reflect amendments enacted by the County pursuant to the procedures established in ICC 16.19 and ICC 17.03; and

WHEREAS, following this approval, the Planning Director will need to update the Island County Zoning Atlas to reflect the change approved herein; and

WHEREAS, pursuant to ICC 17.03.220(E), after County action on an application, no new application for reclassification of the same property may be considered for one (1) year from the date of action; and

NOW, THEREFORE,

IT IS HEREBY ORDAINED that the Board of Island County Commissioners grants approval of site specific rezone ZAA 307/07, rezoning parcels R33219-328-3520 and R33219-330-3170 from Rural Agriculture to Rural, as illustrated in Exhibit B of this ordinance and hereby adopts the Hearing Examiner Findings, Conclusions, and Recommendation attached hereto as Exhibit A.

BE IT FURTHER ORDAINED that this site specific rezone shall have immediate effect.

ADOPTED this _____ day of _____, 2023 following a public hearing.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Janet St. Clair, Chair

_____
Jill Johnson, Member

_____
Melanie Bacon, Member

ATTEST:

_____
Jennifer Roll,
Clerk of the Board

EXHIBIT A

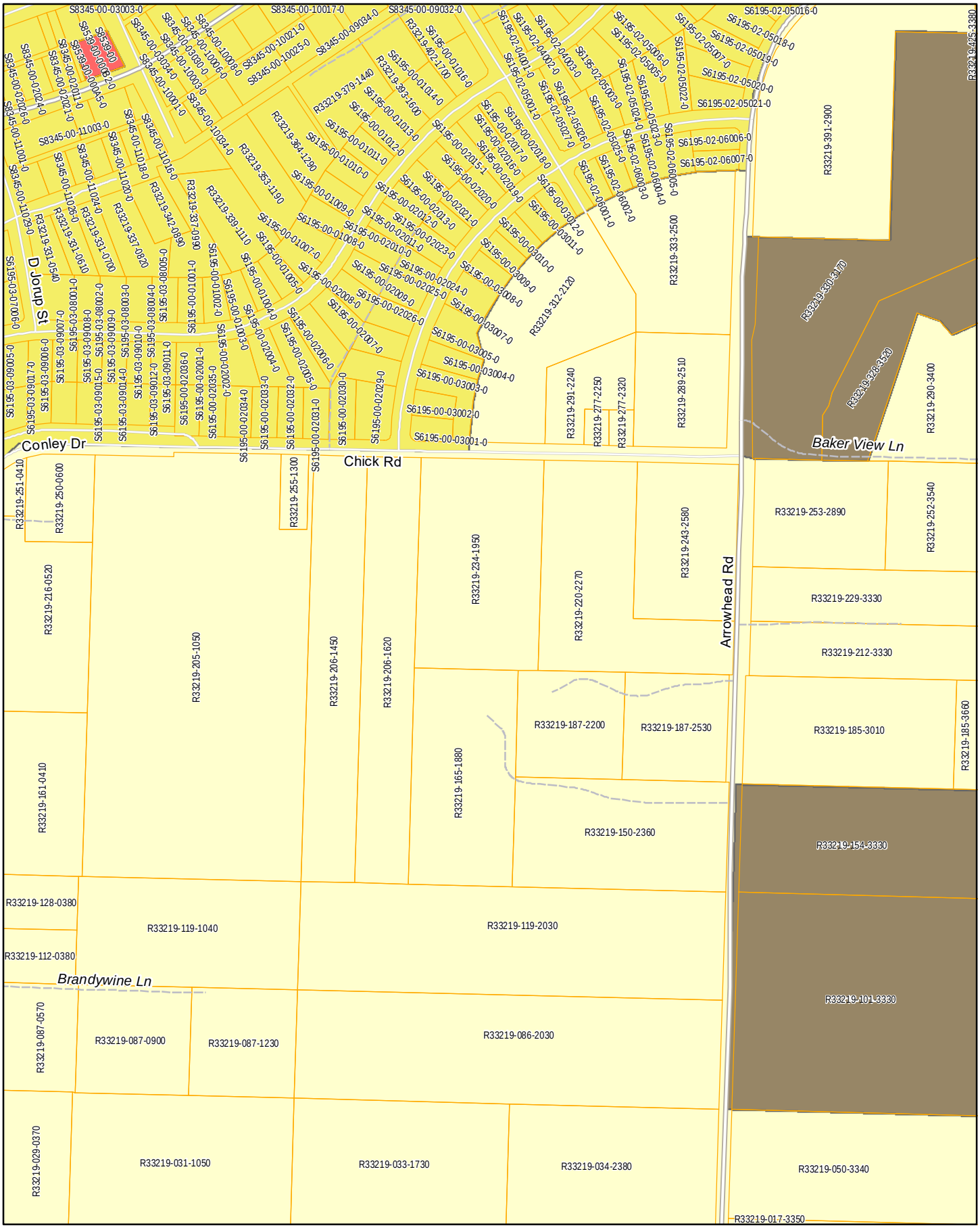
Hearing Examiner Findings, Conclusions, and Recommendation

The Board of County Commissioners approves of and incorporates in full the findings of fact, conclusion of law and recommendations of the Hearing Examiner for Island County Planning and Community Development dated August 18, 2023.

EXHIBIT B

Existing and Proposed Zoning Configurations

Zoning Atlas - Section 668 Existing



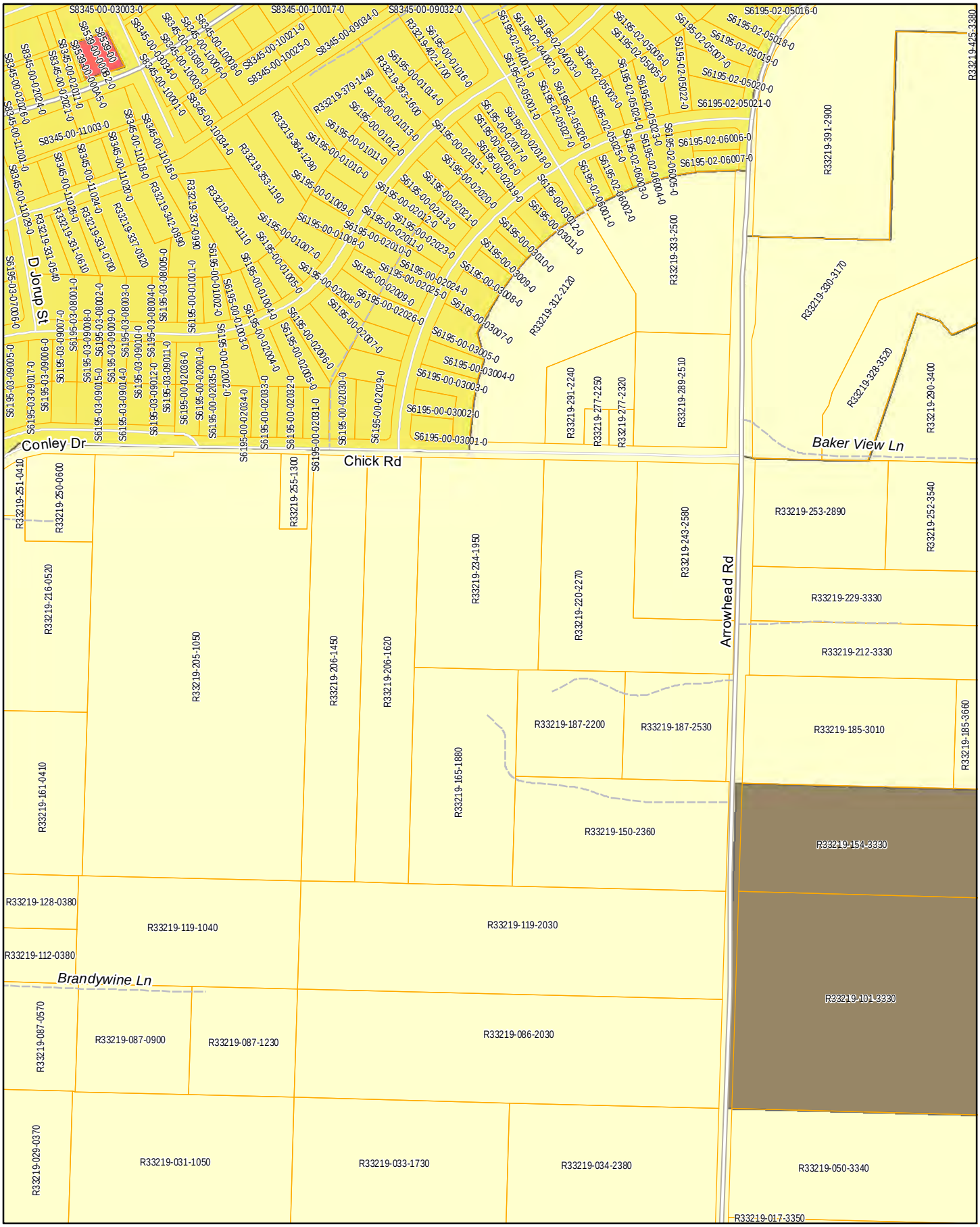
Zone Adopted
December 13, 2016
Ordinance C-141-16

0 200 400 600 800 Feet

N

This map is intended to be used as a GUIDE. Island County is providing this information as a general geographic representation that should not be used for precise measurements or calculations. Some of the features on this map are not accurately depicted. Any user of this map assumes all responsibility for use and agrees to hold Island County harmless for liability, damages, or loss incurred by use of this information. Some changes to parcel boundaries may have been made since adoption of this map. Specific questions should be directed to Island County's Department of Planning and Community Development.

Zoning Atlas - Section 668 Proposed



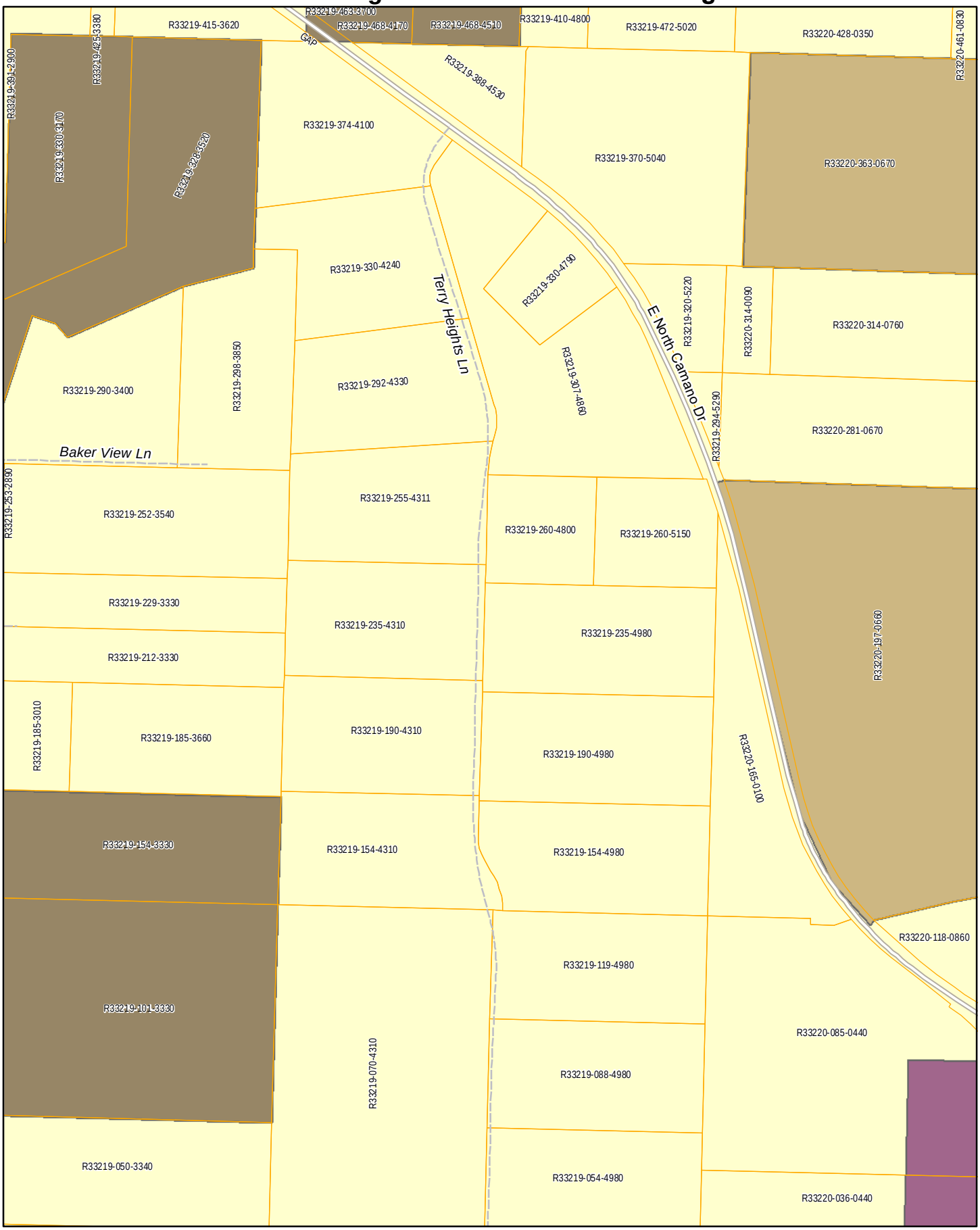
Zone Adopted
December 13, 2016
Ordinance C-141-16

0 200 400 600 800 Feet

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Zoning Atlas - Section 669 Existing



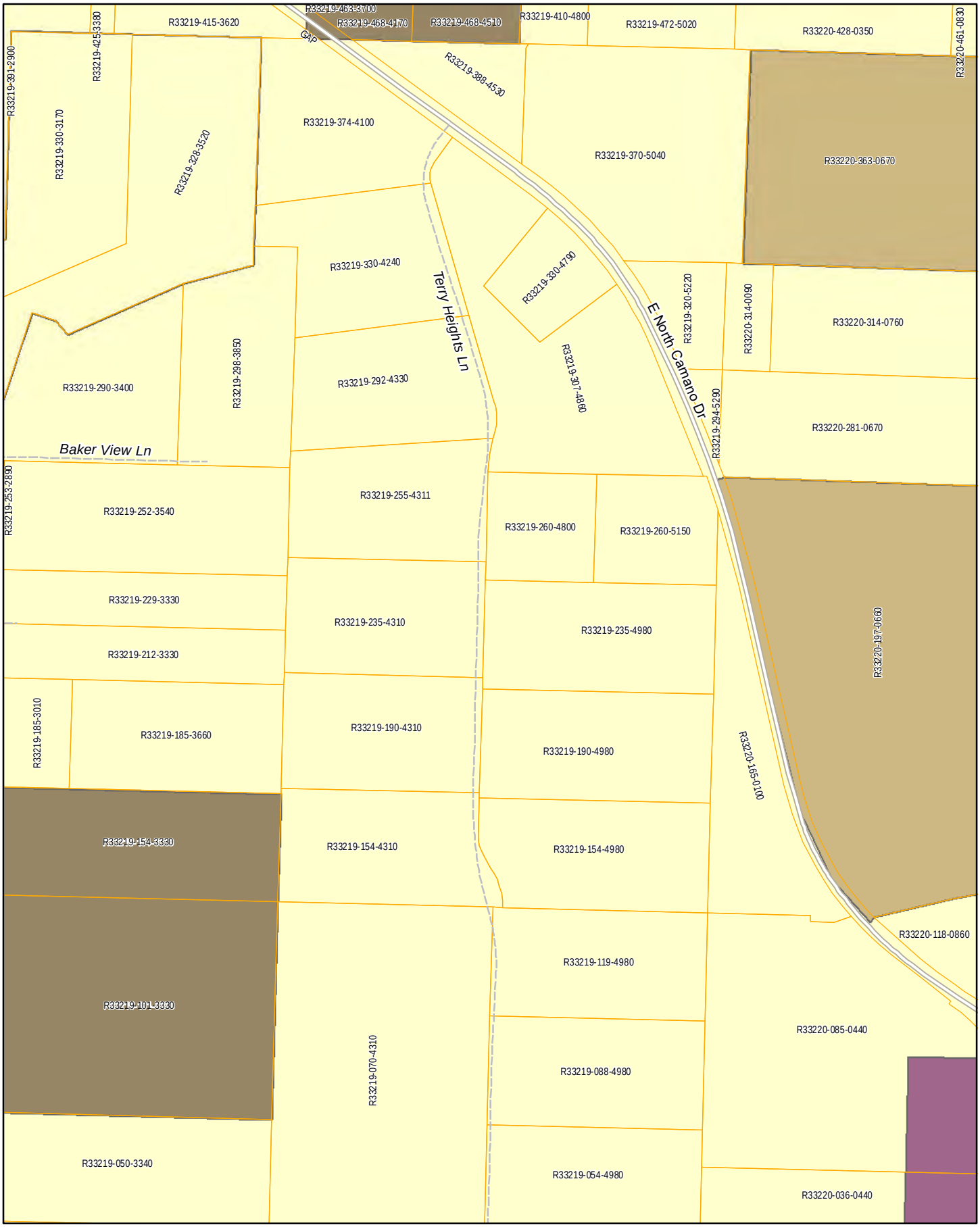
Zone Adopted
December 13, 2016
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Zoning Atlas - Section 669 Proposed



Zone Adopted
December 13, 2016
Ordinance C-141-16

0 200 400 600 800 Feet

N

This map is intended to be used as a GUIDE. Island County is providing this information as a general geographic representation that should not be used for precise measurements or calculations. Some of the features on this map are not accurately depicted. Any user of this map assumes all responsibility for use and agrees to hold Island County harmless for liability, damages, or loss incurred by use of this information. Some changes to parcel boundaries may have been made since adoption of this map. Specific questions should be directed to Island County's Department of Planning and Community Development.

Island County Planning and Community Development
Mary Engle, Director

1 NE 7th St., Coupeville, WA 98239
Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306
Email: PlanningDept@islandcountywa.gov | https://www.islandcountywa.gov/207/Planning-Community-Development

~ MEMORANDUM ~

TO:	**Board of County Commissioners**
FROM:	**John Lanier, Senior Planner**
DATE:	**August 25, 2023**
SUBJECT:	**O-Zi-Ya Community Club Water System (WSR 071/23)**

Proposal

The O-Zi-Ya Community Club Water System is proposing to update the Service Area Boundaries of the O-ZI-YA Community Club Water System by adding two additional parcels to the existing system area that are already being served. These changes, if approved, will be incorporated into the Service Area Boundaries map in the Island County Coordinated Water System Plan (CWSP).

Preliminary Review:

The O-Zi-Ya Community Club Water System applied for Water System Review (WSR 071/23) on March 1, 2023. The Water System Review has been reviewed by Planning staff.

Staff Recommendation

The Water System Review application has been reviewed by Planning in accordance of Island County Code, the Island County Comprehensive Plan, and state requirements.

Staff recommends the Board of Commissioners approve and sign the Water System Review, revising the boundary of the O-Zi-Ya Community Club Water System in the Service Area Boundaries map in the Island County Coordinated Water System Plan (CWSP).

Attachments:

- O-Zi-Ya Community Club Water System Application Materials
- Staff Recommendation for WSR 071/23
- Draft Resolution 071/23 WSR, PLG-008-23
  - Map of Current and Proposed Future Service Area

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT
PHONE: 360.679.7339 ■ from Camano 360.629.4522, Ext. 7339 ■ from S. Whidbey 360.321.5111 x 7339
FAX: 360.679.7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000
Internet Home Page: http://www.islandcountywa.gov/planning

WATER SYSTEM REVIEW APPLICATION

Purpose of a Water System Review: To establish that water systems' current and future service areas meet the needs of Island County as defined in the Island County Comprehensive Plan, the Island County Development Regulations and the Island county Coordinated Water System Plan.

Remember: ***if you have any questions or comments please do not hesitate to phone, email, or make an appointment with the Planning Department.*** *All requested items listed below must be provided and complete at the time of application or the application will not be accepted. The purpose of this cover sheet and checklist is to ensure that the minimum requirements have been met before an application can be accepted. After the application is accepted a more detailed review will be provided to ensure the application is technically complete. Please use the Applicant Checklists to ensure you have proved all information required for your project.*

IN OFFICE SUBMITTAL OF APPLICATIONS BY APPOINTMENT
ONLY Whidbey: call 360-679-7339
Camano: call 360-387-3443
Please plan for up to 60 minutes for a submittal appointment

ELECTRONIC SUBMITTAL PROCESS:
Submit application documents to planningdept@islandcountywa.gov. Emails over 7 MB should be sent through file sharing application or portable USB. One of our planners will look over your documents to determine if your application can be submitted or if modifications are required. When the planner approves the electronic application for submission, we will provide you with a fee estimate. Please mail in the original signed application, one complete copy, and a check. (If the application form requests more copies please disregard. The original plus one copy is sufficient). Once Planning and Community Development receives the hard copies and payment, the application can be considered officially submitted. The planner will then verify that the hard copy is complete and the review process can begin.

Mailing address for USPS deliveries is:

Planning & Community Development
PO Box 5000
Coupeville, WA 98239

For FedEx or UPS deliveries, mail to:

Planning and Community Development
1 NE 6th St.
Coupeville, WA 98239

Applicant Use	APPLICATION REQUIREMENTS CHECKLIST	County Use Only
☑	1. Completed Water System Review Form Parts A and B.	
☑	2. Signatures of authorized water system operator.	
☑	3. A legible plot plan showing:	
☑	a. Drawn to standard engineering scale not to exceed 1" = 500'. Indicate scale and provide bar scale	
☑	b. North Arrow	
☑	c. Boundaries and dimensions of all parcels within the service and source areas. Label lots that are currently serviced, lots that have been allocated water shares but do not have service yet, and lots that are within the future service area.	
☑	d. Location, size, and purpose of all existing (temporary or permanent) and proposed buildings related to the operation of the water system. For example, water storage tanks, pump houses, and sheds. Label each as existing or proposed.	
☑	e. Show the distances between buildings related to the operation of the water system and property lines.	
☑	f. Location, dimensions, and pressure of all existing and proposed water lines, labeled existing and proposed.	
☑	g. Width and name of road(s) boarding and crossing the service and source areas.	
☑	h. Location of septic tank, drainfield, reserve area, and tightline within 250' of well(s).	
☑	i. Location of all fire hydrants connected to the water system.	
☑	4. Neighborhood Vicinity Map that includes the following:	
☑	a. Drawn to standard engineering scale not to exceed 1" = 500'. Indicate scale and provide bar scale.	
☑	b. North Arrow.	
☑	c. Roadways, parcels, and driveways within 100 feet of the subject sites in all directions.	
☑	d. Location of adjacent and nearby water system boundaries.	

COUNTY USE ONLY:			
APPLICATION NUMBER	DATE RECEIVED	FEE PAID	RECEIPT

Application information is to be typed or neatly printed and signed in blue ink. Please provide all information requested. If any portion is not applicable enter N/A in the blank. Submit the electronic copy, original, and one copy of this application and all necessary documentation and plans as outlined on the Application Checklist to the Island County Department of Planning and Community Development. Illegible and/or incomplete applications will not be accepted. An application will not be considered technically complete until a Notice of Application is provided.

WATER SYSTEM REVIEW

PART A

HEAD OF THE WATER SYSTEM: Scott Millonzi, Board President **SIGNATURE:** Scott Millonzi

ADDRESS: 2504 Dazi Lane **PHONE:** (360) 387-2901

CITY: Camano Island **STATE:** WA **ZIP:** 98282 **EMAIL:** smillonzi50@frontier.com

CONTACT PERSON*: Marilyn Stout, Board Treasurer **SIGNATURE:** Marilyn Stout

ADDRESS: 2513 Wells Way **PHONE:** (360) 572-4425

CITY: Camano Island **STATE:** WA **ZIP:** 98282 **EMAIL:** smp250@aol.com

**THE AUTHORIZED CONTACT PERSON WILL BE THE ONLY PARTY THAT WILL RECEIVE CORRESPONDENCE, REPORTS, NOTICES, AND INQUIRIES*

OWNER: O-ZI-YA Community Club (IF OTHER THAN CONTACT) **SIGNATURE:** Marilyn Stout

ADDRESS: PO BOX 1205 **PHONE:** (360) 572-4425

CITY: Stanwood **STATE:** WA **ZIP:** 98292 **EMAIL:** smp250@aol.com

NAME OF WATER SYSTEM: O-ZI-YA Community Club DOH #626404

Assessor Parcel Number(s): S7630-00-0000A-0, **Plat Name:** O-ZI-YA Div 1 & Div 2

Section: 5 Township: 30 Range: 3 ¼ Section: NW NE

Location: ☐ North Whidbey ☐ Central Whidbey ☐ South Whidbey ■ Camano Island

Comprehensive Plan Land Use Designation(s): Rural

Zoning: Rural

Allowed Number of Water Shares: 54 Number of Water Shares in Use 51

BRIEF DESCRIPTION OF PROPOSAL:

O-ZI-YA Community Club Water System is updating it's Small Water System Management Program and would like to include 2 additional parcels in the water system service area that are already being served water. The water system currently serves parcels 525-2250 and 525-2720. This proposal is to expand O-ZI-YA's service area to include those parcels. These parcels will be #50 & 51 of our allowed 54 connections.

OTHER COUNTY, STATE, OR FEDERAL APPLICATIONS OR PERMITS OBTAINED OR PENDING:

DOH Permits #21-0301 and #21-0506. Island County Access Permit 21-0337 and Permit #21-0977 for a 30,000 Gallon Water Reservoir Tank Build. This Permit is on hold awaiting financing required to secure a contractor and will go into abandonment in July, 2023 due to new building code.

WATER SYSTEM REVIEW
PART B

To aid in the orderly development of water systems located within Island County and to ensure that water systems meet the zoning goals and criteria outlined in the Island County Comprehensive Plan and Development Regulations, purveyors are required to complete the water system review.

Supplemental Review Requirements: In addition to the information required in Part A, the following must be submitted for the Water System Review. All written and mapped materials shall be legible and shall include or show the requirements listed within the application.

Questions:

1. Identify the water system's current and future service areas, including a map, parcel numbers and sizes (note if attached):

See Attached.

2. Names, addresses, and telephone numbers of associated professional consultants such as geologists or engineers not identified in Part A:

Melanie Mankamyer, (360)733-6100, 805 Dupont Street, Suite 7 , Bellingham, WA 98225
Michael Matthes, (360) 733-6100, 805 Dupont Street, Suite 7, bellingham, WA 98225

3. Description of the system's wells and/or surface intakes, including their location, size, capacity, and associated equipment:

O-ZI-YA has two wells. SO1 Well #2 BCB758 is located on R33005-501-3300 N200' of E200' of NWNE LY S of SLN SP 78-98 TGW EZ FR 480 2650. Drilled in 1984 Groundwater Well. Depth 211'. 26gpm. Well is housed in small wood structure.
SO2 Well #1 BJS514 is located 800+ feet south of Well #2 on S7630-00--0000A-0 O-ZI-YA Tract A. Drilled April 13, 1971 Groundwater well. Depth 232 feet. 22gpm. Modified 1991/1994. Well is in round concrete structure with locking Aluminum lid. Pump House and 40,000 gal Tank, Generator, two booster Pumps, 6 Bladder Tanks are at this site.

4. Description of the systems storage capacity, including location, size, capacity, and associated equipment:

Aging, leaking 40,000 Gallon cement Octagon water Tank. O-ZI-YA is trying to get a loan to build a new 30,000 Gallon round cement Tank. The Tank is on O-ZI-YA Tract A S7630-00-0000A-0. NW 1/4 of the NW 1/4 Section 5, T.30N, R.3E. The Tank is located next to Well #1 and next to the Pump House with 2 Booster Pumps and 6 Bladder Tanks.

I hereby certify that I am the authorized applicant named above and that I have familiarized myself with the rules, regulations, and procedures with respect to preparing and filing this application and that all statements, answers and information provided as part of this submittal are in all respects complete, true, and accurate to the best of my knowledge and belief.

Scott Millonzi	Scott Millonzi	2-21-23
Name (Please Print)	Signature (Owner or Authorized Agent)	Date

If the signature is other than the property owner, an Agent Authorization Form must accompany this application.

APPLICANT AUTHORIZATION FORM

If you are authorizing an agent or contractor to apply for permit(s) on your behalf, you must complete this form providing authorization for a designated agent to apply for permit(s) on your behalf. This form is required for the protection of the landowner. A permit/application authorizing an agent to act on the landowner's behalf that is not accompanied by a signed and notarized Applicant Authorization Form will not be accepted. All original signatures must be in blue ink.

I/We, O-ZI-YA Community Club the owner(s) of the subject property, understand that by completing this form I/We hereby authorize Wilson Engineering to act as my/our agent. I/We understand that said agent will be authorized to submit applications/permits on my/our behalf. I also understand that once a permit/application has been submitted that all future correspondence may be directed to said agent.

ALL PROPERTY OWNERS OF RECORD MUST SIGN THIS FORM

1) Scott Millonzi President
Property Owner Name(s) (print)
Scott Millonzi
Signature(s)

2) _____
Property Owner Name(s) (print)

_____
Signature(s)

3) _____
Property Owner Name(s) (print)

_____
Signature(s)

2-22-23
Date

State of Washington)
County of Island)

I certify that I know or have satisfactory evidence that Scott J. Millonzi signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated Feb. 22nd, 2023

Signature of Notary Public Barbara J. McNaughton

Printed Name Barbara J. McNaughton

Residing at Camano Island

My appointment expires 5-16-2025

Stamp

Current Service Area – shaded in yellow



Future Service Area – shaded in blue



Please note all parcels shaded in blue are already being served water. No new connections or extension of distribution system is being proposed.

Map with Parcel Numbers



Rate Payer First Name	Rate Payer Last Name	Tax Payer	Physical Address	City, State, Zip	Division	Lot Number	Plat Number	Parcel Numl	Size in Acres	
Reilly	Edwards	Reilly & Mary Edwards	2527 WELLS WAY	Camano Island, WA, 98282	2	24&25	S7630-02	00024-0	0.71	
Javier	Vargas	Javier & Marleny Vargas	2521 WELLS WAY	Camano Island, WA, 98282	2	23	S7630-02	00023-0	0.41	
Danny	Jaurequi	Danny & Shannon Jaurequi	2517 WELLS WAY	Camano Island, WA, 98282	2	22	S7630-02	00022-0	0.71	
Phillip	Stout	Philip & Marilyn Stout	2513 WELLS WAY	Camano Island, WA, 98282	2	21	S7630-02	00021-0	0.43	
Brenda	Bolte	Michael Wise Tic & Brenda Bolte Tic	2509 WELLS WAY	Camano Island, WA, 98282	2	20	S7630-02	00020-0	0.47	
Jacob	Bailey	Katie & Jacob Bailey	2505 WELLS WAY	Camano Island, WA, 98282	2	19	S7630-02	00019-0	0.53	
STEPHEN	SHERMAN	Stephen Sherman	2501 WELLS WAY	Camano Island, WA, 98282	2	18	S7630-02	00018-0	0.59	
SCOTT	MILLONZI	Scott Millonzi	2504 DAZI DRIVE	Camano Island, WA, 98282	2	17	S7630-02	00017-0	0.31	
JEFF	COOK	Jeffrey & Hydie Cook	2508 DAZI DRIVE	Camano Island, WA, 98282	2	16	S7630-02	00016-0	0.35	
Deanna	SCOTT	Paul Scott	2512 DAZI DRIVE	Camano Island, WA, 98282	2	15	S7630-02	00015-0	0.39	
Kelly	Orr	Kelly & Tamara Orr	2518 DAZI DRIVE	Camano Island, WA, 98282	2	14	S7630-02	00014-0	0.49	
Delores	Laton	Delores Laton & Trista Fain	2515 DAZI DRIVE	Camano Island, WA, 98282	2	13	S7630-02	00013-0	0.38	
Heidi	Stevens	Heidi Stevens	2511 DAZI DRIVE	Camano Island, WA, 98282	2	12	S7630-02	00012-0	0.35	
Jacob	Murch	Jacob Murch	2507 DAZI DRIVE	Camano Island, WA, 98282	2	11	S7630-02	00011-0	0.54	
Richard	Johnson	Christy Roesbery, Richard & Jessica Johnson	2485 WELLS WAY	Camano Island, WA, 98282	2	9&10	S7630-02	00009-0	0.93	
ROBERT	FLETCHER	Robert & Nilawati Fletcher	2528 WELLS WAY	Camano Island, WA, 98282	2	1	S7630-02	00001-0	0.36	
Michael	Shrum	Michael Shrum	2512 WELLS WAY	Camano Island, WA, 98282	2	2	S7630-02	00002-0	0.32	
Edward	Crawford	Edward & Cheryl Crawford	2506 Wells Way	Camano Island, WA, 98282	2	3	S7630-02	00003-0	0.33	
Anthony	Hill	Kristina & Anthony Hill	2500 WELLS WAY	Camano Island, WA, 98282	2	4&5	S7630-02	00004-0	0.81	
DALE	ANDERSON	Dale & Toni Anderson	2492 WELLS WAY	Camano Island, WA, 98282	2	6	S7630-02	00006-0	0.39	
FELICIA	PARKER	Felicia Fernandez	2486 WELLS WAY	Camano Island, WA, 98282	2	7	S7630-02	00007-0	0.36	
James	MAIDEN	James Maiden (50%)	2476 Wells Way	Camano Island, WA, 98282	2	8	S7630-02	00008-0	0.43	
		OZIYA Community Club		Camano Island, WA, 98282			S7630-00	0000A-0	0.41	
Drew	McDonald	Drew McDonald & Jamie Lynn Beck	2479 WELLS WAY	Camano Island, WA, 98282	1	15	S7630-00	00015-0	0.33	
Richard	Osenbrock	Katie Axelson & Ricjard Osenbrock	2473 WELLS WAY	Camano Island, WA, 98282	1	14	S7630-00	00014-0	0.22	
Brianna	Chvojka	Brianna Chvojka	2469 WELLS WAY	Camano Island, WA, 98282	1	13	S7630-00	00013-0	0.22	
Lisa	Day	Lisa Day	2463 WELLS WAY	Camano Island, WA, 98282	1	12	S7630-00	00012-0	0.22	
Christopher	Johnson	Christopher & Amanda Johnson	2459 WELLS WAY	Camano Island, WA, 98282	1	11	S7630-00	00011-0	0.32	
		OZIYA Community Club		Camano Island, WA, 98282			S7630-00	0000B-0	0.2	
Sean	Ainsworth	Sean Ainsworth	2532 WELLS WAY	Camano Island, WA, 98282	1	25	S7630-00	00025-0	0.3	
Kyle	Hill	Kyle Hill	652 AWA LANE	Camano Island, WA, 98282	1	24	S7630-00	00024-0	0.29	
Tami	Coucht	Tami Coucht & Corey Gorrell	656 AWA LANE	Camano Island, WA, 98282	1	23	S7630-00	00023-0	0.31	
Bright-Star	Warriax	Bright Star Warriax	660 AWA LANE	Camano Island, WA, 98282	1	22	S7630-00	00022-0	0.27	
William	Travis	William Travis	662 AWA LANE	Camano Island, WA, 98282	1	21	S7630-00	00021-0	0.23	
Kamonpat	Nameepon	Kamponpat Nameepon & Corey O'Neal	668 AWA LANE	Camano Island, WA, 98282	1	20	S7630-00	00020-0	0.24	
Bruce	Jacobson	Bruce & Meoldy Jacobson	672 AWA LANE	Camano Island, WA, 98282	1	19	S7630-00	00019-0	0.26	
For Sale		Donald & Yvonne Zion	676 AWA LANE	Camano Island, WA, 98282	1	18	S7630-00	00018-0	0.23	
Justin	Kehres	Courtney Hayes & Justin Kehres	2466 WELLS WAY	Camano Island, WA, 98282	1	17	S7630-00	00017-0	0.25	
Peter	Karrenberg	Peter & Alisa Karrenberg	2472 WELLS WAY	Camano Island, WA, 98282	1	16	S7630-00	00016-0	0.29	
Michael	Vergosen	Michael Vergosen	643 AWA LANE	Camano Island, WA, 98282	1	1	S7630-00	00001-0	0.24	
Philip	Arnold	Terry & Philip Arnold	649 AWA LANE	Camano Island, WA, 98282	1	2	S7630-00	00002-0	0.24	
Jeff	Smith	Jeff Smith	655 AWA LANE	Camano Island, WA, 98282	1	3	S7630-00	00003-0	0.23	
				Camano Island, WA, 98282	1	4	S7630-00	00004-0	0.21	
Kent	SHERWOOD	Kent Sherwood	659 AWA LANE	Camano Island, WA, 98282	1	5	S7630-00	00005-0	0.21	
ROBERT	Carlson	Amy Miller & Robert Carlson	665 AWA LANE	Camano Island, WA, 98282	1	6	S7630-00	00006-0	0.22	
				Camano Island, WA, 98282	1	7	S7630-00	00007-0	0.22	
JANA	BUDDEN	Jana Budden	673 AWA LANE	Camano Island, WA, 98282	1	8	S7630-00	00008-0	0.22	
LEE	BEITZ	Lee Beitz	679 AWA LANE	Camano Island, WA, 98282	1	9	S7630-00	00009-0	0.21	
Roxann	Strand	Roxann Strand	683 AWA LANE	Camano Island, WA, 98282	1	10	S7630-00	00010-0	0.22	
LAUREL	WITTMAN	Laurel & Sonja Wittman	2459 S CAMANO DRIVE	Camano Island, WA, 98282		Parcel A	R33005	484-2350	8.36	
DANIEL	ABUHL	Daniel & Tracy Abuhl	2427 LEROY PLACE	Camano Island, WA, 98282		Parcel B	R33005	481-2760	3.78	
MARTIN	MOE	Martin & Amy Moe	699 AWA LANE	Camano Island, WA, 98282		Parcel C	R33005	495-3050	2.18	
		OZIYA Community Club		Camano Island, WA, 98282			R33005	501-3300	0.92	
		Luxmore Investments ATTN: John Murphy	694 AWA LANE	Camano Island, WA, 98282			R33005	479-3290	0.71	
James	***Philip***	***James Philip & Abigal Gould***	***631 SUNFLOWER LANE***	**Camano Island, WA, 98282**			***R33005***	***525-2250***	***2.53***	***Add to service area, already receiving water***
Richard	***Decamp***	***Richard & Karla Decamp***	***653 SUNFLOWER LANE***	**Camano Island, WA, 98282**			***R33005***	***525-2720***	***2.53***	***Add to service area, already receiving water***

February 21, 2023

Island County Planning & Community Development

Dear Planners,

O-ZI-YA Community Club is submitting this Water System Review Application to bring our Water Service area map up-to-date. This was an unexpected surprise expense for us.

We have only 51 connections that bring in $31,000 annually.

We are trying to qualify for a DOH Drinking Water State Revolving Fund loan for $200,000 to replace our ageing, leaking 40,000 gallon reservoir tank. Unexpectedly DOH is now requiring us to install a Chlorination System with a price estimate of $20,000 and to install immediately. We will have to use our reserve funds for this expense.

We would welcome any financial break or grant that might be available to help us pay the $600.00 WSR Application fee.

Sincerely,

Marilyn Stout

O-ZI-YA Community Club Board Treasurer

Island County Planning and Community Development
Mary Engle, Director

1 NE 7th St., Coupeville, WA 98239
Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306
Email: PlanningDept@islandcountywa.gov | https://www.islandcountywa.gov/207/Planning-Community-Development

STAFF REPORT & RECOMMENDATION
WATER SYSTEM REVIEW – TYPE IV
071/23 WSR – O-ZI-YA Community Club

I – PROPOSAL

The Applicants are proposing to update the Service Area Boundaries of the O-ZI-YA Community Club Water System by adding two additional parcels to the existing system area that are already being served. These changes, if approved, will be incorporated into the Service Area Boundaries map in the Island County Coordinated Water System Plan (CWSP).

II – GENERAL INFORMATION

Applicant 1	**Organization**	O-ZI-YA Community Club PO Box 1205, Stanwood, WA 98292
	Contact	Marilyn Stout – 360.572.4425
	Water System Classification	Group A
	Water Source	Groundwater Wells
	Approved Connections	54 connections – 51 in use
	Application Date	March 1, 2023
	Permit Type	Water System Review – Type IV Legislative Decision
	Permit Number	071/23 WSR
	County Staff Contact	John Lanier – 360.678.7811

III – SITE DATA

Affected Parcel Numbers	R33005-525-2250 R33005-525-2720
Address (listed respective of parcels above)	631 Sunflower Lane, Camano Island, WA 98282 653 Sunflower Lane, Camano Island, WA 98282
Property Owner(s) (listed respective of parcels above)	PHILIP, JAMES C & ABIGAIL P GOULD DECAMP JR, RICHARD KENNETH & KARLA DAWN DECAMP
Location	Camano Island, WA
Total Area Affected	Approximately 5.06 acres
Zone Designation	Rural (R)
Allowable Density	1 dwelling unit per 5 acres
Associated Permits	None

IV – REGULATORY COMPLIANCE*

**There is no section of County Code that deals directly with planning standards or requirements. ICC 13.03A has specific standards for water system design and fire flow requirements. RCW 70.116, WAC 246-290, and the Island County Coordinated Water Service Plan provide administrative guidance for processing these applications. The purpose of requiring County review is to ensure that water system boundaries are not overlapping (in order to provide predictability to land owners and to improve the efficient provision of water to those land owners) and to ensure that the underlying zoning is consistent with the expected number of connections the system is accounting for.*

Local Government Review Items	Complies (Y/N)	Comments
Proposal is consistent with the Island County Coordinated Water System Plan (CWSP).	Y	Island County Planning Department has reviewed the submitted materials and has determined that the proposal is consistent with the CWSP.
Proposal will not result in overlapping water system service area boundaries.	Y	The expansion areas were not serviced previously by another water system. There is no overlapping water system that serves any parcel proposed for inclusion.
Allowed density within proposed expansion area is consistent with the approved number of system connections.	Y	The water system has been approved by DOH for 54 connections, the number of water shares in use are 51. Two lots in the water system area are owned by the water system and house wells and equipment.
Water system uses a DOH approved source.	Y	The water source was reviewed and approved by Washington State DOH in 1970.
Water system has adequate infrastructure as determined by the DOE to provide service to proposed expansion area.	Y	The water system was reviewed by Public Works to ensure it complies with ICC 13.03A and WAC 246-291.

V – FINDINGS

1. O-ZI-YA Community Club submitted a complete application to Island County Planning and Community Development on March 1, 2023.
2. Planning & Community Development evaluated the Applicant's Water System Review application as a Type IV decision pursuant to Island County Code.Other County and State agencies have been consulted, as appropriate.
3. The proposal complies with all the review items listed in section IV of this report.
4. Island County Public Health has no objections to the approval of this proposal.
5. Island County Public Works has no objections to the approval of this proposal with the following conditions noted below and provided in the memorandum from the Development Coordinator, Donah Dunn, dated June 16, 2023 (Enclosure B).
6. O-ZI-YA Community Club acknowledges any potential impacts to parcels within the current service area by approval of this extension and it in the responsibility of the water purveyor to plan for population and development growth, and to provide a process for approving connection requests for new development proposals within their service area.

VI – RECOMMENDATION

Pursuant to the Island County Coordinated Water System requirements, staff recommends approval of the proposed revision of the O-ZI-YA Community Club Service Area as shown on Enclosure A.

This Water System Review decision only changes the County's mapped Water Service Area Boundaries and does not modify any conditions of associated plats or obligations required by a landowner to a plat or any other private obligations. It is the landowner's responsibility to rectify all issues imposed by plat conditions or restrictions affecting their property.

John Lanier

John Lanier, Senior Planner
Island County Planning & Community Development

8/25/23
Date

VII -- APPEALS

Except for SEPA threshold determinations issued for Type IV legislative actions initiated pursuant to Chapter 36.70A RCW which shall follow the procedures set for in ICC 16.19.205, a person with standing seeking further review of a final County land use decision, must both file a petition for review in the Island County Superior Court and serve the petition on all necessary parties in conformity with the requirements of the State Land Use Petition Act, Chapter 36.70C RCW.

Enclosure:

A – Map of Current and Proposed Future Service Area
B – Memorandum from Public Works dated June 16, 2023
C – Island County Inadvertent Discovery Plan

Current Service Area – shaded in yellow



Future Service Area – shaded in blue



Please note all parcels shaded in blue are already being served water. No new connections or extension of distribution system is being proposed.

ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION
P.O. BOX 5000, COUPEVILLE, WA 98239
(360) 679-7331

Connie Bowers, P.E., Director/County Engineer
Fred Snoderly, Assistant Director
Ed Sewester, P.E., Asst. County Engineer

June 16, 2023

TO: John Lanier, Planning and Community Development

FROM: Donah Dunn, Public Works Development Coordinator

SUBJECT: WSR 071-23 Community Club Water System
Proposed service area map corrections to include two properties that are currently being serviced, to be included on the boundary map.

Public Works has reviewed the information for the above referenced application for consistency with its development standards and provides the following comments.

Per 13.03A.100.A:
*New water systems and **expansion of existing water systems** shall be designed and constructed to provide for fire flows in a manner consistent with the standards outlined in this chapter*".

13.03A.030.D**:** Expanding public water systems**:**
Island County hereby adopts the definition contained in WAC 246-293-610 as it now exists or is hereafter amended.

WAC 246-293-610 Subsection (2)
Expanding public water systems" - Those public water systems installing additions, extensions, changes, or alterations to their existing source, transmission, storage, or distribution facilities which will enable the system to increase in size its existing service area. New individual retail or direct service connections onto an existing distribution system shall not be considered an expansion of the public water system.

1. We understand parcel R33005-525-2250 owned by James Philip and Abigail Gould will be added to the O-ZI-YA Community Club Water System boundary map. This parcel is currently being serviced and will be connection 51 of the 54 approved services.
2. We understand parcel R33005-525-2720 owned by Richard & Karla Decamp will be added to the O-ZI-YA Community Club Water System boundary map. This parcel is currently being serviced and will be connection 52 of the 54 approved services.

Public Works has no objection to approval as the proposal is a minor map correction and inclusion of two parcels to the northern boundary of the service area and substantially consistent with ICC 13.03A.100.

Please feel free to call me at 360 678-7812 or e-mail me at d.dunn@islandcountywa.gov if you have any questions regarding the above comments.

Island County Inadvertent Discovery Plan

In the event that any ground-disturbing activities or other project activities related to this development or in any future development uncover protected cultural material (e.g., bones, shell, antler, horn or stone tools), the following actions will be taken:

1. When an unanticipated discovery of protected **cultural material** (see definitions below) occurs, the property owner or contractor will completely secure the location and contact:
   a) The property owner and project manager;
   b) The Department of Archaeology and Historic Preservation (DAHP) (Stephanie Jolivette, 360-586-3088);
   c) The affected Tribal members:
      a. The Swinomish Indian Tribal Community (Josephine Jefferson, THPO, office:360-466-7352, cell: 360-488-3860);
      b. The Tulalip Tribes (Richard Young, cell: 425-622-4303);
      c. Scott Schuyler, Upper Skagit Tribe (360-854-7090, cell 360-630-3680),
      d. Jackie Ferry, THPO, Samish Tribe (office:360-726-3399, cell: 360-770-7784),
      e. and Kerry Lyste, Stillaguamish Tribe, THPO (office: 360-572-3072)
   d) and the Island County planner associated with the project.

2. If the discovery is **human remains**, the property owner or contractor will stop work in and adjacent to the discovery, completely secure the work area by moving the land-altering equipment to a reasonable distance, and will immediately contact:
   a) The property owner and project manager;
   b) The Island County Sheriff's Department (360-629-4523 x7310)
   c) and the Island County Coroner, Robert Bishop (360-679-7358) to determine if the remains are forensic in nature;
   d) If the remains are not forensic in nature the Department of Archaeology and Historic Preservation (DAHP) (Stephanie Jolivette 360-586-3088 and Guy Tasa 360-586-3534); will take the lead on determining the appropriate method of treatment for the remains and will consult with the affected tribes;

Cultural material that may be protected by law could include but not be limited to:

1. Buried layers of black soil with layers of shell, charcoal, and fish and mammal bones (Figure 1).
2. Buried cobbles that may indicate a hearth feature;
3. Non-natural sediment or stone deposits that may be related to activity areas of people;
4. Stone, bone, shell, horn, or antler tools that may include projectile points (arrowheads),
5. scrapers, cutting tools, wood working wedges or axes, and grinding stones (Figures 2 and 3);
6. Stone tools or stone flakes (Figures 2 and 3);
7. Perennially damp areas may have preservation conditions that allow for remnants of wood and other plant fibers; in these locations there may be remains including fragments of basketry, weaving, wood tools, or carved pieces (Figure 4); and
8. Concentrations of historical period artifacts (> 50 years old) (Figure 5); and
9. Human remains.

Figure 1: Shell Middens. These middens can extend into the intertidal zone in areas that have undergone sea level rise during the precontact period.





Figure 2: Examples of stone and bone tools.



Figure 3: Examples of stone flakes.



Figure 4: Examples of underwater/intertidal archaeological features including wood or stone fish weirs (left), clam gardens (bottom), sunken canoes (right) or other watercraft, and basketry.



Figure 5. Historical period sites (more than 50 years in age) are also protect by archaeology laws. These can include concentrations of broken ceramics, bottles, bricks, and metal objects.



BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF EXPANDING THE BOUNDARIES OF THE O-ZI-YA COMMUNITY CLUB WATER SYSTEM, AND INCORPORATING THE SERVICE AREA BOUNDARIES INTO THE COORDINATED WATER SYSTEM PLAN (CWSP) (WSR 071/23)	RESOLUTION NO. C- -23 PLG-008-23

WHEREAS, the Washington State Legislature passed the Public Water System Coordination Act in 1977 ("Coordination Act") for the purpose of maximizing the efficiency of the State's public water supplies and providing a procedure to coordinate the planning of public water supply systems; and

WHEREAS, the Coordination Act authorized the creation of local government coordinated water system plans; and

WHEREAS, as a preface to implementing the Coordination Act, a "Preliminary Assessment" of water system issues was completed for Island County in 1985; and

WHEREAS, in order to address the identified issues of concern that may preclude the delivery of a safe, efficient, and reliable water service to the citizens of Island County, the Preliminary Assessment recommended the implementation of the Coordination Act in Island County; and

WHEREAS, following this recommendation the Board of Island County Commissioners adopted a declaration that Island County be declared a Critical Water Supply Service Area on August 19, 1985 which initiated the procedures of the Coordination Act; and

WHEREAS, following the procedures and criteria of WAC 248-56, the Board of Island County Commissioners appointed a Water Utility Coordinating Committee to prepare a Coordinated Water System Plan for Island County; and

WHEREAS, the Board of Island County Commissioners adopted the Island County Coordinated Water System Plan by Ordinance C-78-90 on May 14, 1990; and

WHEREAS, the Island County Coordinated Water System Plan provides for Service Area Adjustments (Section VI(1)(A)(4)); and

WHEREAS, O-Zi-Ya Community Club Water System submitted a complete application to Island County Planning and Community Development on March 1, 2023; and

DRAFT

WHEREAS, Planning and Community Development reviewed the materials submitted by the O-Zi-Ya Community Club Water System and determined that the proposed service area expansion is consistent with the policies of the Island County Coordinated Water System Plan; and

WHEREAS, Island County records indicate that the proposed O-Zi-Ya Community Club Water System service area changes will not result in any overlapping water system service area boundaries; and

WHEREAS, O-Zi-Ya Community Club Water System uses a water source that is approved by the Washington State Department of Health; and

WHEREAS, Planning & Community Development has consulted with local and state agencies and received no objection to the proposal; and

WHEREAS, O-Zi-Ya Community Club Water System is required to receive approval from the Washington State Department of Public Health for any modifications to the Group A Water System and any other applicable state and federal agencies; **NOW, THEREFORE,**

IT IS HEREBY RESOLVED that the Board of Island County Commissioners hereby approves the amended service area boundaries for the O-Zi-Ya Community Club Water System, attached hereto as Exhibit A, and incorporates the amended service area into the Island County Coordinated Water System Plan.

ADOPTED this _____ day of _____, 2023 following a public hearing.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
JANET ST. CLAIR, Chair

_____
JILL JOHNSON, Member

_____
MELANIE BACON, Member

ATTEST:

_____
Jennifer Roll
Clerk of the Board

EXHIBIT A

O-Zi-Ya Community Club Water System
Additional Parcels

Current Service Area – shaded in yellow



Future Service Area – shaded in blue



Please note all parcels shaded in blue are already being served water. No new connections or extension of distribution system is being proposed.

Island County 2025 Comprehensive Plan Periodic Update
Public Participation Plan DRAFT

Introduction

Island County is conducting a periodic update to its comprehensive plan, due by June 30, 2025. Throughout the process of updating the comprehensive plan, the public will be encouraged to participate and help shape growth in the county over the next 20 years. This Public Participation Plan ensures early, continuous, and inclusive public participation, as required by Washington State Law (RCW 36.70A).

Comprehensive Plan Overview

The Growth Management Act (GMA) was passed in Washington State in 1990 to help local jurisdictions manage their growth. The GMA requires periodic updates of comprehensive plans to comply with changes to state law, changes to land use, and updated population growth, housing, and employment projections. A comprehensive plan generally guides growth in the county for a 20-year period and the land use decisions made in a comprehensive plan have long-term effects. During an update, the public has an opportunity to provide input on how and where growth should occur which will help shape how their communities may look in the future.

Goals of the Public Participation Plan

- Ensure broad participation, solicit input from diverse stakeholders, and ensure that no single group or interest dominates the process.
- Maintain and establish meaningful relationships with partner municipalities, organizations, and groups through continuous direct outreach and coordination.
- Provide equitable opportunities for public participation in each of the four Island County planning areas (North Whidbey, Central Whidbey, South Whidbey, and Camano Island).
- Focus resources on soliciting input on elements of the update process likely to be of greatest interest/impact to the public.
- Make use of in-person and online communication technologies to efficiently distribute information and create multiple opportunities for engagement.
- Transparently and proactively share information with the public about all opportunities to provide input including meetings, hearings, surveys, workshops, legislative actions, etc.

Communications Principles and Tactics

The following principles will guide the County's public outreach efforts:

- Public outreach should be intentional and specific, making it easy for individuals to engage.
- Public outreach should be equitable to meet the differing needs of different audiences.
- Public outreach should be iterative, clearly stating how input will be used in decision making.

The following tactics will be utilized in assessing which communications tools and outreach methods to implement:

- Identify communities most impacted by planned growth and any development changes and establish best practices for communicating with these communities.
- Engage with affected communities early and often to establish, build, and maintain meaningful relationships.
- Clearly communicate the public participation goal when conducting engagement, be specific with requests for input, and define a feedback loop to share how the input was used.
- Remove barriers for participation, consider location and time of day of meetings/events, consider providing food and childcare as resources allow, provide materials in multiple languages, and offer multiple ways to participate.

Emphasis on Vulnerable and Historically Underserved Communities

Historically, members of the public who choose to participate in planning processes tend to be individuals who have flexibility in their work to attend meetings during the day, individuals with a technical background, or community members who are retired. Planning processes that do not try to engage more diverse audiences can perpetuate inequity by reflecting the values and desires of people who hold power and privilege in a community.

To encourage diverse participation and build trust during this comprehensive planning process, Island County intends to focus public engagement efforts on including communities who are vulnerable and/or have historically been underserved. Examples of vulnerable and underserved communities may include veterans, seniors, youth, immigrants and refugees, people of low income, people with disabilities, and people of color.

Decision Making for Comprehensive Plan

Island County Planning and Community Development is the department tasked with coordinating the periodic update for the 2025 Comprehensive Plan, with assistance and support from other county departments. Planning staff will conduct the public outreach efforts outlined under this Public Participation Plan. Planning staff will also perform the technical review work and draft the

DRAFT

policy updates necessary to meet the conditions in the GMA and State Environmental Policy Act (SEPA).

Island County Planning Commission advises on comprehensive plan updates. The Planning Commission consists of nine members who are appointed by the Board of Island County Commissioners to make recommendations on planning related matters including growth and development. The Planning Commission will review and advise on comprehensive plan updates throughout 2023-2025 during their regular meeting and work session agendas.

Island County Board of Commissioners is the County's legislative authority and holds the decision-making authority on the 2025 Comprehensive Plan process. The Board of Commissioners is made up of three commissioners who represent geographic districts of Whidbey and Camano islands based on population. The Board of County Commissioners will review and act on comprehensive plan updates throughout 2023-2025 during their regular meetings and work session agendas.

Communication Tools

The communications tools that will be used by Island County during the comprehensive plan update process may include, but are not limited to:

- Website – Planning and Community Development (planning staff) will regularly update its website with comprehensive plan information. Relevant documents and schedules will be posted on the website along with announcements and notices concerning upcoming meetings, hearings, and public involvement opportunities.

- Email List – Planning staff will maintain a list of individuals or groups who have expressed an interest in the comprehensive plan update process. The email list will be used to disseminate announcements and notices. Current list has over 8,000 subscribers.

- Direct Mail – Postcards or other informational materials may be directly mailed to residents during the comprehensive plan update process to notify the public about opportunities to participate, key dates or deadlines, and/or public meetings and hearings.

- News Releases – For major topics and decisions, Island County will prepare press releases and distribute to local papers.

- Social Media – Planning staff will use already established social media platforms to promote public meetings and opportunities to provide formal public comment (those social media channels already owned by Island County or by partner organizations and community groups) in the comprehensive plan update process.

- Posters – Hang posters about public events or opportunities to comment at common gathering places in affected communities such as community centers, libraries, food banks, etc.

- Commissioners Town Hall and/or Newsletters – During key milestones in the comprehensive plan process, planning staff will work with the Board of Island County

Commissioners (BOCC) to provide information via regularly scheduled Town Halls and in regular newsletters, as deemed appropriate by the Commissioners.

- Issue Papers – Issue papers will provide focused guidance to decision makers and document the evolution of the update process. Prior to the final adoption stage, planning staff will compile all of the issue papers into a single background report. Planning staff will post issue papers on the department's website as they are prepared.

Outreach Methods

The outreach methods that will be used by Island County during the comprehensive plan update process may include, but are not limited to:

- Focus Groups / Technical Advisory Groups – In order to solicit guidance on specific issues or complex technical issues, planning staff may utilize BOCC approved Focus Groups or Technical Advisory Groups. These groups will include members who have specific knowledge or interest in certain topics or can effectively represent a subset of the community. Focus Groups or Technical Advisory Groups may have members from business groups, trade organizations, interest groups, Government agencies, County departments, community or environmental groups, and/or members of the public.

- Paid Focus Groups – One method that could be used for engaging historically underserved members of the public who may not otherwise be able to participate in a Focus Group or Technical Advisory Group, is to provide payment for their service. Members would have to demonstrate that their employer would not otherwise compensate them for their time on the Focus Group or Technical Advisory Group and would be paid an hourly rate commensurate with a living wage in Island County. [See PSRC Compensation Policy for an example model of how this could work.]

- Surveys – For specific topics where planning staff feel they could benefit from specific feedback on the comprehensive plan updates, surveys may be utilized to better understand the community's point of view. Surveys could be administered online or in-person at outreach events.

- Community Events / Fairs and Festivals – Planning staff will utilize already established community events to share information about the comprehensive plan process. During the summer 2024, the County will host booths at events like farmers markets, local parades, and annual community events.

- Public Meetings / Workshops – Public meetings and workshops are informal public gatherings to solicit public feedback on Island County's planning efforts. Public meetings or workshops may involve presentations by planning staff, question and answer sessions, and interactive activities.

- Public Hearings – Public Hearings are a formal public process conducted and held before the BOCC or the Island County Planning Commission.

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- Council of Governments – Issues requiring a high level of intergovernmental coordination or decision making may be forwarded to the Island County Council of Governments for discussion. In particular, the Council of Governments will take a leading role in updating the County Wide Planning Policies.

- Board of Commissioners Work Sessions – Planning staff will frequently attend works sessions in order to brief Board members on the update process.

- Planning Commission Work Sessions – Planning staff will frequently attend work sessions in order to brief Planning Commission members on the update process.

Key Audiences

The audiences that will be engaged by Island County during the comprehensive planning process may include, but are not limited to:

- **Members of the public,** with an emphasis on vulnerable and historically underserved communities

- **Island County Departments:** Public Health, Public Works, Human Services, Facilities, Dept. of Emergency Management, Environmental Health, Marine Resources Committee, Diversity Equity and Inclusion, County Administrator, Prosecuting Attorney, Conservation Futures Program, Comprehensive Economic Development Strategy Team

- **Cities/Towns:** City of Oak Harbor, Town of Coupeville, City of Langley

- **Tribal Governments:** Samish, Stillaguamish, Swinomish, Tulalip, Sauk-Suiattle, other tribes as applicable

- **Federal Government:** Naval Air Station Whidbey Island, U.S. Coast Guard, Army Corps of Engineers

- **State Agencies:** Dept. of Ecology, Dept. of Commerce, Office of Financial Management, WSDOT, Dept. of Fish and Wildlife, Dept. of Natural Resources, Dept. of Archaeology and Historic Preservation, Puget Sound Partnership

- **Local Organizations:** Ebey's Landing National Historical Reserve, North Whidbey Parks and Recreation, South Whidbey Parks and Recreation, Island County Historical Society, Friends of Camano Island Parks, libraries, community councils, churches, groceries/farmers markets, book stores, other local businesses that serve as gathering places

- **Environmental Groups:** Whidbey Camano Land Trust, Whidbey Island Conservation District, Whidbey Environmental Action Network, Conservation Futures

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- **Agriculture / Farm Groups:** Whidbey Island Grown, Whidbey Island Conservation District, Growing Veterans, South Whidbey Tilth, NW Ag Council, school gardens/community gardens, Goosefoot

- **Economic Groups:** Whidbey Island Economic Development Council, Chambers of Commerce, Port of South Whidbey, Port of Coupeville, Northwest Workforce Development Council, rotary clubs

- **Housing Groups:** Island County Housing Advisory Board, Housing Authority of Island County, Camano Island Housing Task Group, Ituha Crisis Stabilization Center, SPIN Café, Low Income Housing Institute, Thinc Whidbey, Goosefoot, Shelter Resources, Habitat for Humanity, Whidbey Homelessness Coalition, builders and developers

- **Transportation Groups:** IRTPO, Island Transit, Public Works, Whidbey SeaTac Shuttle, Sno-Goose Transit

- **Utility Providers:** PSE, SNOPUD, Freeland Water and Sewer District, Camano Fire, Oak Harbor Fire, NW Fire, South Whidbey Fire & EMS, Central Whidbey Fire, Island County Broadband Action Team

- **Veteran Groups:** Veterans Advisory Board, Whidbey Island Veteran Resource Center, VFWs, American Legions, Opportunity Council, Disabled American Veterans

- **Senior Service Groups:** Island Senior Resources, Northwest Senior Services Board, Camano Center, Camano Island Senior Center, Oak Harbor Senior Center

- **Social Service Groups:** Community Health Advisory Board, North Sound Behavioral Health Organization Advisory Board, DSHS, Whidbey Health, Compass Health, Skagit Regional Clinic, Camano Island Health System, Sunrise Services, Whidbey Island Nourishes, Goosefoot, Good Cheer, South Whidbey CARES Coalition, Compass Health, CADA, Opportunity Council, Stanwood Camano Community Resource Center, Stanwood Camano Area Foundation, Whidbey Community Foundation, food banks, homeless shelters, churches

- **Youth Service Groups:** Oak Harbor School District, Coupeville School District, South Whidbey School District, Stanwood-Camano School District, Boys & Girls Clubs, Big Brothers Big Sisters of Island County, Stanwood Camano YMCA, Stanwood Camano Community Resource Center, Skagit Valley College, Pediatric Associations of Whidbey Island**,** Ryan's House for Youth, childcare centers and early childhood education providers, church youth groups, sports clubs

- **News Outlets:** South Whidbey Record, Whidbey News-Times, Everett Herald, Drews List

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Key Milestones and Engagement Opportunities



Key Tasks / Engagement Opportunities	Anticipated Date *(all dates are estimates and may change)*
Project Kickoff	
Draft Public Participation Plan	Sept. 2023
Proposed changes to CWPP	Fall 2023
Project kickoff awareness building	Fall 2023
Establish website for regular updates	Fall 2023
Attend community meetings to build relationships	Fall 2023
Shaping the Plan	
Agency / Partner Meetings	Winter 2023-24
Housing Workshop	Spring 2024
Conservation / Natural Resources Workshop	Spring 2024
Sub Area Plans Workshops	Spring 2024
Attend community meetings to share information and encourage participation	Spring/Summer 2024
Community Events / Fairs and Festivals (list specific ones if known)	Summer 2024
BOCC Meetings / Work Sessions	Winter, Spring, Summer 2024
Planning Commission Meetings / Work Sessions	Winter, Spring, Summer 2024
Refining the Plan	
Agency Partner Meetings	Fall 2024
Draft Element Review	Winter 2024-25
Attend community meetings to encourage comments and participation in upcoming public meetings	Winter 2024-25
BOCC Meetings / Work Sessions	Fall-Winter 2024, Spring 2025
Planning Commission Meetings / Work Sessions	Fall-Winter 2024, Spring 2025
Public Meetings (North, Central, South, Camano)	Spring 2025
Adopting the Plan	
SEPA Determination	Spring 2025
Public Hearings for Comp Plan Changes	Spring-Summer 2025
Public Hearings for Code Changes	Spring-Summer 2025
BOCC Meetings / Work Sessions	Spring-Summer 2025
Planning Commission Meetings / Work Sessions	Spring-Summer 2025

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DRAFT Island County 2025 Comprehensive Plan Periodic Update Schedule

Tasks		2023								2024												2025					
Key Tasks	**Sub Tasks**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**
1. Create a Work Plan	1.1 - Develop a schedule, assign staff																										
	1.2 - Apply for Commerce funding																										
	1.3 - Complete Commerce Checklist																										
2 - Public Participation Plan	2.1 - Draft Public Participation Plan																										
	2.2 - Public Input on PPP																										
	2.3 - Approval of PPP																										
	2.4 - Iterative Public Engagement, see PPP for details																										
3 - Initiate County-City Collaboration	3.1 - CWPG engagement																										
	3.2 - County department coordination																										
	3.3 - Buildable Lands Analysis																										
	3.4 - UGA Modifications																										
	3.5 - CWPP Updates																										
	3.6 - Mapping & Data Analysis																										
	3.7 - Final Review & Adoption																										
4 - Review Existing Plan and Development Regulations	4.1 - Code and Comp Plan Audit for GMA Compliance																										
	4.2 - Draft Policy Revisions																										
	4.3 - Draft Regulation Revisions																										
5 - Data Gathering, Analysis and initial SEPA Review	5.1 - Start SEPA review																										
	5.2 - Prepare SEPA Checklist																										
A - Land Use	5.A.1 - Research & Analysis																										
	5.A.2 - Policy Development																										
	5.A.3 - Regulation Development																										
B - Housing	5.B.1 - Research & Analysis																										
	5.B.2 - Identify Information Gaps																										
	5.B.3 - Draft Element																										
C - Capital Facilities Plan	5.C.1 - Research & Analysis																										
	5.C.2 - Identify Information Gaps																										
	5.C.3 - Draft Element																										
D - Utilities	5.D.1 - Research & Analysis																										
	5.D.2 - Identify Information Gaps																										
	5.D.3 - Draft Element																										
E - Rural Development	5.E.1 - Research & Analysis																										
	5.E.2 - Identify Information Gaps																										
	5.E.3 - Draft Element																										
F - Transportation	5.F.1 - Research & Analysis																										
	5.F.2 - Identify Information Gaps																										
	5.F.3 - Draft Element																										
G - Economic Development	5.G.1 - Research & Analysis																										
	5.G.2 - Identify Information Gaps																										
	5.G.3 - Draft Element																										
H - Parks & Recreation	5.H.1 - Research & Analysis																										
	5.H.2 - Identify Information Gaps																										
	5.H.3 - Draft Element																										
I - Conservation / Natural Resources	5.I.1 - Research & Analysis																										
	5.I.2 - Identify Information Gaps																										
	5.I.3 - Draft Element																										
J - Climate Resilience Sub Element	5.J.1 - Research & Analysis																										
	5.J.2 - Identify Information Gaps																										
	5.J.3 - Draft Element																										
H - Sub Area Plans (Clinton)	5.H.1 - Research & Analysis																										
	5.H.2 - Identify Information Gaps																										
	5.H.3 - Draft Element																										
6 - Draft Comp Plan, Reports and Maps, and Dev Regulations	6.1 - Produce Working Draft																										
	6.2 - Format & Organization																										
	6.3 - Revise Non-Policy Text																										
	6.4 - Incorporate Revised Policies																										
7 - Make SEPA Determination	7.5 - Finalize and submit SEPA Checklist																										
	7.6 - Public Notice for SEPA Determination																										
8 - Code Updates	8.1 - Code and Development Changes																										
	8.2 - Policy Driven Changes																										
9 - Final Adoption	9.1 - Public Meetings - Comp Plan Changes																										
	9.2 - Public Meetings - Code Changes																										
	9.3 - 60 Day Notice to Commerce																										
	9.4 - Planning Commission Review																										
	9.5 - BOCC Review																										
	9.6 - Dept of Commerce notification of final Comp Plan																										

Draft Comprehensive Plan Policies Complete

Draft Code Changes

Final Adoption Deadline

Notes:

1) In addition to the BOCC and Planning Commission review periods shown under task nine, ongoing review by BOCC and Planning Commission is inlcuded in the timeline for each "Key Task".

2) Deadlines shown for draft comprehensivse plan policies and code changes are based on the Public Particpation plan and Preliminary Schedule. These deadlines may need to be revised to accomdate delays and additional work.

3) SEPA review includes 60 notice and comment period.