

**ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
OCTOBER 9, 2024**

Those interested in attending the meeting virtually may use the following link:
<https://zoom.us/j/95701446335?pwd=U2N4V1FXSVdiNDJlL1B2UXlDc3F2QT09>

or for voice only, **Dial by your location:** (253) 215-8782

Meeting ID: 957 0144 6335 **Passcode:** 969196

9:00 a.m.	Facilities
9:15 a.m.	Commissioner's Office
9:35 a.m.	Public Works
10:05 a.m.	Prosecuting Attorney
10:20 a.m.	Planning & Community Development

NOON BREAK

1:00 p.m.	County Administration – Code Clean-up
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The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

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

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

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

ASSISTIVE LISTENING AVAILABLE: Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

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



ISLAND COUNTY FACILITIES

WORK SESSION AGENDA

MEETING DATE: 10/9/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Ryan Beach, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Admin Building Generator

Description: Admin Building Energy Upgrades-Generator, Cost breakdown: Total COP for Admin Generator: \$508,786.73 Contingency Balance applied to COP: (110,294.17) Deductive COP for Construction Savings: (\$279,036.10) Island County CO Funding \$119,456.46

Attachment: COP #3, COP #2, 2023-036FAC

Request: *(Check boxes that apply)*

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

IT Review: Complete

Budget Review: Complete

P.A. Review: Complete

DES Energy Program COP-FA Coversheet

Client Name Island County
 Project Number #2023-036
 COP/FA Number 2
 Project Title Admin Building Energy Upgrades
 Date 6/25/2024

Construction		
Admin Building Generator	\$	342,562.40
Subtotal	\$	342,562.40
Retention Bond	\$	1,750.00
P&P Bond	2.00% \$	6,851.25
Subtotal	\$	351,163.65
Sales Tax	8.80% \$	30,902.40
Construction Subtotal	\$	382,066.05

Professional Services	Percent		
Design	10.0%	\$	34,256.24
CM	6.0%	\$	20,553.74
OH	10.0%	\$	34,256.24
P	8.0%	\$	27,404.99
Subtotal		\$	116,471.21
Sales Tax	8.80%	\$	10,249.47
PS Subtotal		\$	126,720.68

Total Cost of Change \$ 508,786.73

Leave 5% of Generator COP cost in project contingency \$17,128.12
 Use \$110,294.17 of contingency for funding this COP

Acknowledgement of Total Cost of Change		Date
Client		
ESCO	<u>Lauren Donley</u>	
Energy Project Manager	<u>Novella Randall, DES</u>	<u>7/15/2024</u>



**ENERGY CONTRACT CHANGE ORDER
PROPOSAL (COP)**

Island County
CLIENT

CONTRACT
NO. 2023-036

#2023-036 Island County Admin Bldg Energy
Upgrades
PROJECT TITLE

COP No. 2

PROPOSAL REQUEST

TO: Millig, LLC (ESCO) PROPOSAL REQUEST DATE: 6/11/2024

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

Change order to add the Admin Building Generator replacement to the project. Scope was originally studied in Investment Grade Audit, but not pursued due to funding limitations.

Scope of work: Replace existing propane generator with diesel generator, and install new electrical infrastructure for connection of portable generator. All work to be completed per the construction drawings.

REASON FOR CHANGE:

EXPLANATION: Owner Requested scope addition from IGA

DATE PROPOSAL REQUIRED: 6/25/2024
(14 days from Request Date, unless other date agreed to)

CHANGE ORIGINATED BY: Owner

PROPOSAL REQUESTED BY:

CONTRACTOR PROPOSAL

TO: Millig, LLC (ESCO) TO: Novella Randall PM (E&AS)

WE AGREE TO PERFORM ALL CHANGE IN THE WORK DESCRIBED IN THE PROPOSAL REQUEST FOR:

CONTRACT SUM:

} OF Three hundred forty nine thousand four hundred thirteen
dollars and 65/100 cents \$ 351,163.65
(WASHINGTON STATE SALES TAX NOT INCLUDED)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto.

CONTRACT TIME:

} OF 450 8.8.24 KGW CALENDAR DAYS
450 calendar days are based on current equipment lead times.

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of this COP into a Change Order by the Department of Enterprise Services.

Millig, LLC
ESCO

BY Lauren Donley
SIGNATURE

08/08/2024
DATE

RECOMMENDATION

TO: The Department of Enterprise Services' Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Lauren Donley
ESCO 08/08/2024
DATE

Chris J. Murphy
E&AS/ENERGY COST VERIFICATION 7/11/2024
DATE

CLIENT DATE

7/15/2024
ENERGY PROJECT MANAGER
DATE

8.8.24

Subcontractor Cost Breakdown

Client Name

Project Number

COP/FA Number

Project Title

Name of Subcontractor

Island County

#2023-036

2

Admin Building Energy Upgrades

Electric West

DATE

6/25/2024

Short Description	Material Cost			Labor Cost			Cost
	Quantity	Cost per unit	Subtotal	Labor Hours	Hourly Rate	Subtotal	
Generator	1	\$67,815.01	\$ 67,815.01	-	\$ -	\$ -	\$ 67,815.01
Electrical Switchgear	1	\$30,987.13	\$ 30,987.13	-	\$ -	\$ -	\$ 30,987.13
Electrical Materials	1	\$26,998.89	\$ 26,998.89	-	\$ -	\$ -	\$ 26,998.89
Miscellaneous Costs - Fuel & Disposal fees	1	\$1,839.00	\$ 1,839.00	-	\$ -	\$ -	\$ 1,839.00
Small Tools & Consumables	1	\$2,444.00	\$ 2,444.00	-	\$ -	\$ -	\$ 2,444.00
Equipment Rental (Telehandler, trencher)	1	\$2,920.00	\$ 2,920.00	-	\$ -	\$ -	\$ 2,920.00
Site Work (Trenching & Backfill, Concrete, Fencing)	1	\$2,480.00	\$ 2,480.00	80.0	\$ 109.94	\$ 8,795.20	\$ 11,275.20
Project Managment	1		\$ -	80.0	\$ 118.75	\$ 9,500.00	\$ 9,500.00
Install Labor	1		\$ -	740.0	\$ 109.94	\$ 81,355.60	\$ 81,355.60
Site Supervision - Millig	1			320.0	\$ 165.00	\$ 52,800.00	\$ 52,800.00
Commissioning - Millig	1	\$0.00	\$ -	40.0	\$ 190.00	\$ 7,600.00	\$ 7,600.00
O&P	1	\$47,027.57	\$ 47,027.57	-	\$ -	\$ -	\$ 47,027.57
Subtotal			\$ 182,511.60	900.0		\$ 160,050.80	\$ 342,562.40
							\$ -
							\$ -
							\$ -
							\$ -
Total Cost							\$ 342,562.40

Notes:

1. "Material Cost" for line items over \$3,500 provide a quote from the supplier.

2. "Hourly Rate" use the fully loaded rate.

3. "Major Equipment" use a separate line for each type of major equipment.

4. "Miscellaneous Costs" are small equipment/equipment rental and other small costs, these can be estimated together.

Job Name: Island County Admin Bldg Generator 2024

Job Number: 652

Extension Name: Summary #2

Item #	Item Name	Quantity	Price 1	U	Ext Price 1
Label Set: Combined, Combined, Combined, Combined, Combined					<u>\$26,998.89</u>
CCode: Demolition					<u>\$0.00</u>
16,576	1 HOUR LABOR (DEMOLITION)	20.00	\$0.00	X	\$0.00
CCode: Misc.					<u>\$0.00</u>
16,575	1 HOUR LABOR (MOVE MATERIAL)	8.00	\$0.00	X	\$0.00
16,579	1 HOUR LABOR (GROUT)	40.00	\$0.00	X	\$0.00
CCode: Pull/Junction Boxes					<u>\$1,200.00</u>
14,564	24X24X6" NEMA 1 Hinged J-BOX	2.00	\$600.00	E	\$1,200.00
CCode: Branch Rough					<u>\$1,591.20</u>
757	3/4 EMT	1,400.00	\$102.00	C	\$1,428.00
838	3/4 EMT CONN S/S	140.00	\$32.00	C	\$44.80
910	3/4 EMT COUP S/S	140.00	\$40.00	C	\$56.00
14,199	4/S BOX 1-1/2" DEEP	26.00	\$165.00	C	\$42.90
14,203	4/S SG MUD RING 5/8"DP	26.00	\$75.00	C	\$19.50
CCode: Feeder Rough					<u>\$9,075.42</u>
760	1 1/2 EMT	100.00	\$380.00	C	\$380.00
761	2 EMT	100.00	\$440.00	C	\$440.00
762	2 1/2 EMT	370.00	\$670.00	C	\$2,479.00
772	1 1/2 EMT 90 ELBOW	8.00	\$1,200.00	C	\$96.00
774	2 1/2 EMT 90 ELBOW	16.00	\$3,500.00	C	\$560.00
841	1 1/2 EMT CONN S/S	8.00	\$561.46	C	\$44.92
842	2 EMT CONN S/S	6.00	\$796.37	C	\$47.78
867	2 1/2 EMT CONN S/C	12.00	\$3,771.10	C	\$452.53
913	1 1/2 EMT COUP S/S	32.00	\$656.79	C	\$210.17
914	2 EMT COUP S/S	34.00	\$873.62	C	\$297.03
927	2 1/2 EMT COUPL S/C	68.00	\$4,714.25	C	\$3,205.69
952	2 1/2 EMT LB BODY	4.00	\$94.67	E	\$378.67
4,324	3 PVC 40	60.00	\$595.00	C	\$357.00
4,338	3 PVC 40 90 ELBOW	6.00	\$720.00	C	\$43.20
4,444	3 PVC MALE TERM	4.00	\$203.74	C	\$8.15

Job Name: Island County Admin Bldg Generator 2024

Job Number: 652

Extension Name: Summary #2

Item #	Item Name	Quantity	Price 1	U	Ext Price 1
4,470	3 PVC COUPLING	12.00	\$178.50	C	\$21.42
4,794	1 1/2 FLEX WP	5.00	\$365.40	C	\$18.27
4,806	1 1/2 FLEX WP CONN	1.00	\$1,183.68	C	\$11.84
4,854	1 1/2 FLEX WP 90 CONN	1.00	\$2,374.44	C	\$23.74
16,578	1 HOUR LABOR (CORE DRILL)	8.00	\$0.00	X	\$0.00
CCode: Hangers/Anchors					<u>\$523.53</u>
3,266	3/8-16 X 1-1/2 CAP SCREW	25.00	\$12.84	C	\$3.21
3,476	3/8" FLAT STEEL WASHER	25.00	\$7.67	C	\$1.92
3,540	3/8" MACHINE SCRW ANCH	4.00	\$55.25	C	\$2.21
3,547	3/8" X 2 1/4 STUD ANCHOR	64.00	\$27.32	C	\$17.48
3,553	3/8 MACHINE BOLT ANCH	25.00	\$34.97	C	\$8.74
3,636	HEX LAG BLT 3/8X1-1/4	4.00	\$5.63	C	\$0.23
3,651	3/8" SADDLE WASHER	60.00	\$4.61	C	\$2.77
3,655	3/8" WASHER	124.00	\$7.67	C	\$9.51
3,663	3/8" NUT	180.00	\$13.68	C	\$24.62
3,670	3/8" ALL THREAD	120.00	\$158.00	C	\$189.60
3,699	B2-16 Bar	26.00	\$3.90	E	\$101.40
3,718	B22SH 1-5/8 Strut Slotted	34.00	\$476.00	C	\$161.84
CCode: Straps					<u>\$228.11</u>
1,036	1 1/2 EMT 1 HOLE STP/STL	12.50	\$69.01	C	\$8.63
1,037	2 EMT 1 HOLE STP/STL	12.50	\$107.84	C	\$13.48
1,082	3/4 EMT CHNL STRAP W/BOLT	140.00	\$90.00	C	\$126.00
1,087	2 1/2 EMT CHNL STRAP W/BOLT	40.00	\$200.00	C	\$80.00
CCode: Trim Devices/Plates					<u>\$257.40</u>
13,891	1G SS DUPL RECP PLATE	26.00	\$84.00	C	\$21.84
14,020	DPLX 5-20R HD SPEC IV	26.00	\$9.06	E	\$235.56
CCode: Underground/Civil Work					<u>\$0.00</u>
16,318	24X24 TRENCH	50.00	\$0.00	X	\$0.00
16,342	24X24 BACKFILL-COMPACT	50.00	\$0.00	X	\$0.00
16,391	24"W SAND BEDDING	50.00	\$0.00	X	\$0.00

Job Name: Island County Admin Bldg Generator 2024

Job Number: 652

Extension Name: Summary #2

Item #	Item Name	Quantity	Price 1	U	Ext Price 1
16,469	6"/SQ-FT PAD-HOUSEKEEP	24.00	\$0.00	Q	\$0.00
16,583	1 HOUR LABOR (TRENCHING)	8.00	\$0.00	X	\$0.00
CCode: Generator					\$0.00
9,820	200 AMP XFER SWITCH	1.00	\$0.00	Q	\$0.00
14,873	30 KW GENERATOR	1.00	\$0.00	Q	\$0.00
14,903	FUEL TANK	1.00	\$0.00	Q	\$0.00
14,905	EXHAUST SYSTEM	1.00	\$0.00	Q	\$0.00
14,907	BATTERY	1.00	\$0.00	Q	\$0.00
14,908	BATTERY CHARGER	1.00	\$0.00	Q	\$0.00
14,909	ANNUNICATOR	1.00	\$0.00	Q	\$0.00
CCode: Lugs/Termination/Ground					\$65.60
4,979	2/0 S-2/0 CU SPLIT BOLT	3.00	\$7.05	E	\$21.15
5,038	8 GA TERMINATION	10.00	\$0.00	X	\$0.00
5,039	6 GA TERMINATION	1.00	\$0.00	X	\$0.00
5,041	3 GA TERMINATION	12.00	\$0.00	X	\$0.00
5,042	2 GA TERMINATION	16.00	\$0.00	X	\$0.00
5,045	2/0 TERMINATION	3.00	\$0.00	X	\$0.00
5,047	4/0 TERMINATION	24.00	\$0.00	X	\$0.00
5,083	225A CIRCUIT TERM	7.00	\$0.00	X	\$0.00
5,113	SCOTCH 33+ VINYL TAPE	0.10	\$10.80	E	\$1.08
5,139	BLUE 3M WIRE NUT	1.00	\$25.12	C	\$0.25
14,784	5/8" X 8' GRND ROD,CU	2.00	\$18.00	E	\$36.00
14,826	1/2" - 1" X 2 GROUND CLAMP	2.00	\$355.78	C	\$7.12
CCode: Panels/Loadcenters					\$0.00
8,798	225/28 120/208V PNL 3PH MCB SURF	1.00	\$0.00	Q	\$0.00
CCode: Switchgear/Meter					\$0.00
8,073	225 AMP SDP (SUB DIST)	1.00	\$0.00	Q	\$0.00
CCode: Branch Wire					\$1,620.00
43	12 THHN CU STRANDED	9,000.00	\$180.00	M	\$1,620.00
CCode: Feeder Wire					\$12,437.64

Job Name: Island County Admin Bldg Generator 2024
Job Number: 652
Extension Name: Summary #2

Item #	Item Name	Quantity	Price 1	U	Ext Price 1
45	8 THHN CU STRANDED	620.00	\$546.00	M	\$338.52
46	6 THHN CU STRANDED	8.00	\$440.00	M	\$3.52
47	4 THHN CU STRANDED	600.00	\$1,200.00	M	\$720.00
48	3 THHN CU STRANDED	620.00	\$1,450.00	M	\$899.00
49	2 THHN CU STRANDED	680.00	\$1,800.00	M	\$1,224.00
52	2/0 THHN CU STRANDED	24.00	\$2,400.00	M	\$57.60
53	3/0 THHN CU STRANDED	180.00	\$3,750.00	M	\$675.00
54	4/0 THHN CU STRANDED	1,800.00	\$4,690.00	M	\$8,442.00
132	4 BARE CU STRANDED	100.00	\$780.00	M	\$78.00
					<u>\$26,998.89</u>

April 19, 2024

Prepared by

Will Jameson
971-291-2228
william.jameson@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C25D6, Diesel Genset, 60Hz, 25kW U.S. EPA, Stationary Emergency Application C25D6, Diesel Genset, 60Hz, 25kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Exciter/Reg - Torque Match Voltage - 120/208, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 208/120V, 105C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Larger Battery Rack Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum High Fuel Level Alarm Panel High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge 5 Gallon Lockable Spill Containment Fuel Fill Box Fuel Tank Vent Extension Kit, 12ft External Vents, 1 Normal, 2 Emergency Valve - Fuel Tank, Over Fill Protection Valve, 95% Switch - Fuel Tank, Rupture Basin Control Mounting - Right Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Stop Switch - Emergency Signals - Auxiliary, 8 Inputs/8 Outputs	1



	Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 100A, 3P, 600 Volts AC, 80%, UL Right CB-None Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Extension - Oil Drain Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Green Sound Level 2 Intake Baffle - Ship Loose Ship Loose - Vent Kit A Fuel Tank, Extension Kit-1 Normal, 2 Emergency, 12ft Enclosure Kit-Onan Green, Sound Level 2	1 1
2	(MTS-2) ASCO 200A, 208V, 3-Pole, 3R Enclosure, 300 Series, Manual Transfer Switch with Integrated Quick Connects	1
3	(MTS-1) ASCO 150A, 208V, 2-Pole, 3R Enclosure, 300 Series, Manual Transfer Switch	1
4	ASCO 104A 300 Series, Automatic Open Transition Transfer Switch	1
5	Factory direct delivery, off-loading by others. No additional storage, handling or rerouting included. Flatbed delivery is available for an additional charge.	1
6	Startup and System Testing, 1hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit, 1 Day.	1
7	BATTERY GROUP 34: C34-HC	1

QUOTE TOTAL: \$ 67,815.01

OPTIONS:

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufacturers via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting. Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will



supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

NOTES:

Electrical drawing E500 (Dated 08.25.2023) reviewed for this proposal. All other specifications and drawings are excluded.

LEAD TIME:

Submittals:

Typical submittal lead time is 3 - 4 weeks after receipt of purchase order.

Equipment:

Current lead-time is 32 - 33 weeks on the gen & about 8 weeks on ATS & about 48 weeks on the MTS's after submittal approval and release for production.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Ray Caparas

raymond.caparas@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

Quotation: Q-269625-20240419-1040

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Description:
Island County Admin Generator upgrade

Quote #1931959
Updated On: 06/10/2024

Company Name:
Electric West Inc - Main Acct

Billing Address:
Electric West Inc - Main Acct (120330)
817 N 6th St
Mt Vernon, WA 98273-2904

Created Date:
3/22/24

Shipping Address:
817 N 6th St
MOUNT VERNON, WA 98273-2904 USA

Shipping Method:
Hold For Pickup

FOB:
Destination

Sales Person:
Wes Roberts
wes.roberts@platt.com

Branch:
Mt Vernon #27
3604245490

Special Quote Conditions:

no quote on the generator by others
quoted EM panel as a 200A MB 120/208V 3ph 4w with 200A sub-feed breakers
quoted G panel as a 125A MB 120/240V 1ph 3w with 10KAIC rating and 80kA SPD integral
quoted F panel as a 60A MB 120/240V 1ph 3w with 10KAIC rating
quoted Asco MTS's for MTS-1 & MTS-2

panelboards have a 7 - 9 weeks lead time
Asco MTS's have a 41 / 43 weeks lead time

PRODUCTS			QTY	UNT PR / UOM	TOTALS
1.	<div><div></div> Lot gear</div>		1	\$8,664.46 ⁰⁰⁰ EA	\$8,664.46
Products			Type	Mfr	Qty
EM panel			1		
PRL1X, 18 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Aluminum Bus, 22kAIC, 200A, 3P PDD23F0200 Main Breaker[Top Fed], Surface Mounted					
1 200A, 3P PDD23F0200 Main Breaker 13 1P Branch Provision Only 1 20A, 1P QBHW Branch Breaker 1 60A, 2P QBHW Branch Breaker 1 100A, 2P QBHW Branch Breaker					
1 200A, 3P PDD23F0200 Sub-Feed Breaker 1 Surge Protective Device, 120 kA SPD Series - Standard 1 Std. Bolted Al Ground Bar (Al/Cu Cable) 1 Panel Nameplate - White with Black Let					
1 Type 1 Enclosure: EZB2060R 1 EZ Trim, Door in Door, Concealed Hardware: EZT2060S					
G panel			1		
PRL1X, 42 Circuits, 125A, Fully Rated, 120/240V 1Ph 3W, Aluminum Bus, 10kAIC, 125A, 3P PDD23F0125 Main Breaker[Top Fed], Surface Mounted					
1 125A, 3P PDD23F0125 Main Breaker 10 1P Branch Provision Only 32 20A, 1P BAB Branch Breaker 1 Surge Protective Device, 80 kA SPD Series - Standard					
1 Std. Bolted Al Ground Bar (Al/Cu Cable) 1 Panel Nameplate - White with Black Letters 1 Type 1 Enclosure: EZB2060R 1 EZ Trim, Door in Door, Concealed Hardware: EZT2060S					

F panel

1

PRL1X, 18 Circuits, 100A, Fully Rated, 120/240V 1Ph 3W, Aluminum Bus, 10kAIC, 60A, 2P BAB Main Breaker[Top Fed], Surface Mounted

1 60A, 2P BAB Main Breaker 12 20A, 1P BAB Branch Breaker 6 1P Branch Provision Only 1 Std. Bolted Al Ground Bar (Al/Cu Cable)

1 Panel Nameplate - White with Black Letters 1 Type 1 Enclosure: EZB2036R 1 EZ Trim, Door in Door, Concealed Hardware: EZT2036S

2.

<input type="checkbox"/> Lot MTS	1	\$22,322.67 ⁰⁰⁰ EA	\$22,322.67
Products	Type	Mfr	Qty
MTS-2			1
<p>J03MTQA30200C0XM,44G, 200A 3ph 4w 208V 300 Series manual transfer switch with integrated quick connects</p> <p>Double door enclosure N3R</p> <p>Strip Heater w/thermostat, wired to load terminals</p> <p>Auxiliary Contact sets to indicate switch position & LED indication on panel: Source 1 , Off, and Source 2, Phase rotation, engine start/test switch with common alarm input/LED/contact: and I/O Module</p>			
MTS-1			1
<p>J03MTSA20150C0XM,44G, 150A 1ph 3w 208V 300 Series manual transfer switch</p> <p>Double door enclosure N3R</p> <p>Strip Heater w/thermostat, wired to load terminals</p> <p>Auxiliary Contact sets to indicate switch position & LED indication on panel: Source 1 , Off, and Source 2, Phase rotation, engine start/test switch with common alarm input/LED/contact: and I/O Module</p>			

Entire Quote:

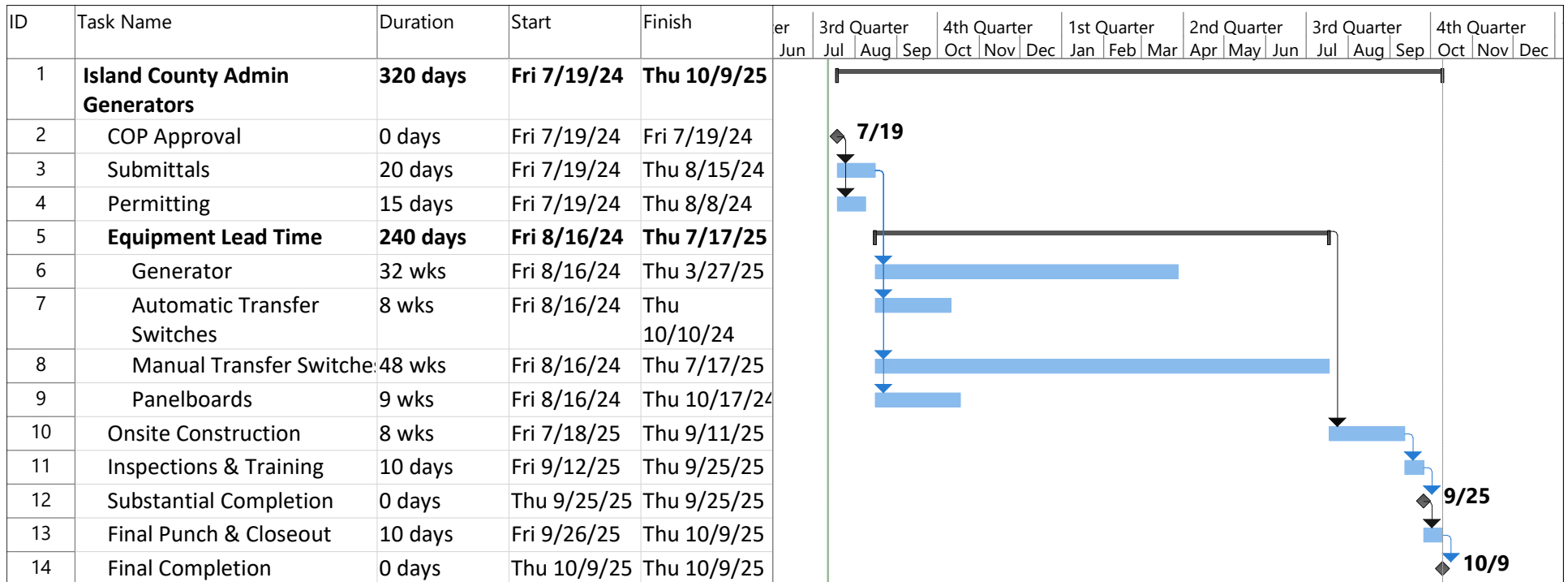
Sub Total:	\$30,987.13
S/H:	Not Included
Other Charges:	\$0.00
Tax:	\$0.00
Total:	\$30,987.13

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at. <https://www.rexelusa.com/terms>

Full phone support at (888) 739-3577

Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.



447 Total Calendar Days

Date: Fri 7/12/24	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

DES Energy Program COP-FA Coversheet

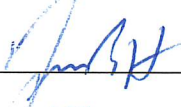


Client Name Island County
 Project Number #2023-036
 COP/FA Number 3
 Project Title Admin Building Energy Upgrades
 Date 7/30/2024

Construction		
Construction Cost Savings:	\$	(256,467.00)
Subtotal	\$	(256,467.00)
P&P Bond	\$	-
Subtotal	\$	(256,467.00)
Sales Tax	8.80% \$	(22,569.10)
Construction Subtotal	\$	(279,036.10)

Professional Services	Percent	
Design	10.0%	\$ -
CM	6.0%	\$ -
OH	10.0%	\$ -
P	8.0%	\$ -
Subtotal		\$ -
Sales Tax	8.80%	\$ -
PS Subtotal		\$ -

Total Cost of Change

\$ (279,036.10)

Acknowledgement of Total Cost of Change		Date
Client		8/6/2024
ESCO	Mari Smith  <small>Digitally signed by Mari Smith Date: 2024.07.31 13:49:27-07'00'</small>	7/30/24
Energy Project Manager		8/1/2024

Notes:

1. "Subcontractor" For each subcontractor list name and total value. There should be one "subcontractor cost breakdown" form for each sub.
2. "Other" are direct ESCO costs, identify what it is and total value.
3. "Bond" this is any additional bond amount for this COP.
4. For sales tax (construction and professional services) indicate percentage, the value will be calculated.
5. For professional services indicate percentages, values will be calculated.



**ENERGY CONTRACT CHANGE ORDER
PROPOSAL (COP)**

Island County

CLIENT

#2023-036 Island County Admin Bldg
Energy Upgrades
PROJECT TITLE

CONTRACT
NO. #2023-036

COP No. 3

TO: Millig, LLC (ESCO) PROPOSAL REQUEST DATE: 7/30/2024

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

Deduct for the construction cost savings associated with the administrative building HVAC, Electrical, Windows, Roofing, and Solar PV scopes of work.

REASON FOR CHANGE: ☐ DESIGN ERRORS ☐ DESIGN OMISSIONS ☒ AGENCY ☐ LATENT CONDITIONS ☐ CODE REQUIREMENTS ☐ VALUE ENGINEERING

EXPLANATION: Deductive COP for Construction Savings

DATE PROPOSAL REQUIRED: 7/30/2024 CHANGE ORIGINATED BY: ESCO
(14 days from Request Date, unless other date agreed to)

PROPOSAL REQUESTED BY: DES

TO: Millig, LLC (ESCO) TO: Novella Randall PM (E&AS)

WE AGREE TO PERFORM ALL CHANGE IN THE WORK DESCRIBED IN THE PROPOSAL REQUEST FOR:

CONTRACT SUM:

☐ NO CHANGE

☐ INCREASE

☒ DECREASE

}

OF

Two Hundred Fifty Six Thousand Four Hundred Sixty
Seven

\$(256,467.00)

(WASHINGTON STATE SALES TAX NOT INCLUDED)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto.

CONTRACT TIME:

☐ NO CHANGE

☐ INCREASE

☐ DECREASE

}

OF

CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of this COP into a Change Order by the Department of Enterprise Services.

Millig, LLC

ESCO

BY

Mari Smith

SIGNATURE

7/30/2024

DATE

TO: The Department of Enterprise Services' Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Mari Smith

ESCO

7/30/2024

DATE

8/1/2024

DATE

CLIENT

8/6/2024

DATE

E&AS/ENERGY COST VERIFICATION

ENERGY PROJECT MANAGER

8/1/2024

DATE



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 10/9/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 20 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Diking District No. 3 Board Reinstatement Discussion

Description: Reinstatement Discussion of Diking District No. 3 Board

Attachment: RCW 85.05.085

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 2

Subject: Request for Appointment to the North Sound Behavioral Health Advisory Board (NSBHASO)

Description: The Board has received a request for appointment to Position 4 on the North Sound Behavioral Health Advisory Board (NSBHASO)

Attachment: NSBHASO Roster, Letter of Recommendation from Human Services

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 3

Subject: Request for Appointment to the Conservation Futures Fund Citizens Advisory Board (CAB)

Description: The Board has receive a request for appointment to Position 5, District 3 on the Conservation Futures Fund Citizens Advisory Board.

Attachment: CAB Roster, Memo from Public Health

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

RCW 85.05.085 **Commissioners, duty of.** The board of dike commissioners shall consist of three elected commissioners. The initial commissioners shall be appointed, and the elected commissioners elected, as provided in chapter 85.38 RCW. The board of dike commissioners shall have the exclusive charge of the construction and maintenance of all dikes or dike systems which may be constructed within the district, and shall be the executive officers thereof, with full power to bind the district by their acts in the performance of their duties, as provided by law. [1985 c 396 x 37; 1921 c 146 s 5; 1895 c 117 s 8; RRS s 4257. Cf. 1883 p 31 s 2; Code 1881 s 2527. Formerly RCW 85.04.045, part.]

NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION ADVISORY BOARD (NSBHASO)

<https://nsbhaso.org/>

The North Sound Behavioral Health Administrative Services Organization AB is established in compliance with Interlocal Joint Operating Agreement establishing a Behavioral Health Organization for Island, San Juan, Skagit, Snohomish and Whatcom Counties executed in April 2016, and in compliance with the provisions of RCW, Chapter 39.34.030, Chapter 7.05, 71.24, 71.34, and with all applicable State and Federal laws and regulations.

The North Sound Behavioral Health Administrative Services shall consist of twenty-six members representing the five counties that make up the region, and eight regional Tribal members. Island County has four members as follows:

POSITION	MEMBERS	APPT DATE	TERM EXPIRES
1.	Candace Trautman	02/14/23	02/14/26
2.	Chris Garden	11/12/19	04/09/27
3.	Rose Dennis	01/03/23	01/06/26
4.	VACANT		

The Board has received a request for appointment to Position 4 from Island County Human Services.



Island County Human Services

Lynda Austin, Director

105 NW 1st Street, Coupeville, WA 98239

Ph: Whidbey 360-678-7996

Email: L.Austin@islandcountywa.gov | www.islandcountywa.gov

September 4, 2024

TO: Island County Board of Commissioners

FROM: Lynda Austin

RE: Appointment to the North Sound Behavioral Health Advisory Board

The purpose of the North Sound Behavioral Health Advisory Board is to advocate for a system of care that is shaped by the voices of our communities and people using behavioral health services. The Advisory Board provides independent and objective advice and feed back to the North Sound BH-ASO Board of Directors and local jurisdictions, and county advisory boards and service providers.

We have received a letter of interest from Julie Melville to sit on this Board. Ms. Melville has attended two Advisory Board meetings (8/6/24, 9/3/24) and a meeting of the North Sound Behavioral Health Provider Network (8/1/2024). We are fortunate to have her dedication and passion to this effort.

Julie Melville
juliemelville@gmail.com

CONSERVATION FUTURES PROGRAM CITIZENS ADVISORY BOARD **(CAB)**

<https://www.islandcountywa.gov/353/Conservation-Futures-Program>



Established pursuant to Resolution C-76-15, adopted July 28, 2015. The CAB is composed of nine voting members that represent conservation and community planning expertise and technical knowledge. Two members represent each commissioner's district, and three members represent the county at large. Terms are three years, with no member serving more than three terms consecutively. Initial appointments shall be staggered so that one-third of the member's appointments expire each year.

POSITION	MEMBER	REPRESENTING	APPT. DATE	TERM EXPIRES
		Commissioner District #1		
1.	Todd Peterson		04/26/16	05/10/25
2.	Brandon Kelley		08/27/24	08/27/27
		Commissioner District #2		
3.	Karen Scharer		09/20/22	09/20/25
4.	VACANT			
		Commissioner District #3		
5.	VACANT			
6.	Kathryn A. Wells		04/26/16	12/31/24
		At Large		
7.	Linda Rhodes		05/09/23	05/09/26
8.	Bradley Duncan		09/17/2024	09/17/27
9.	VACANT			

The Board has received a request for appointment to Position 5, District 3 from Public Health.



Island County Public Health Conservation Futures Fund Program

1 NE 6th Street, Coupeville, WA 98239

Ph: 360-678-7892

<https://www.islandcountywa.gov/353/Conservation-Futures-Program>

To: Board of Island County Commissioners

From: The Conservation Futures Fund Program (CFP) and the CFP Citizen's Advisory Board

Date: September 16, 2024

Subject: CFP Citizen's Advisory Board Member Recruitment Recommendation

The purpose of the Conservation Futures Fund (CFF) is to protect, preserve, maintain, enhance, restore, and continue into future existence lands of public conservation importance through a variety of means, except eminent domain. These lands can be acquired and maintained consistent with Revised Code of Washington, Island County Code, and Island County Resolution C-69-19.

This memo contains the recommendation to the Board of Island County Commissioners regarding approving a new CFP Citizen's Advisory Board District 3 member to fill a current vacancy.



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 10/9/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Fred Snoderly, Director

Amount of time requested for agenda discussion. 30 minutes

DIVISION: County Roads

Agenda Item No.: 1

Subject: Franchise Renewal Certification Option

Description: As a result of comments presented at a Public Hearing on 17 September 2024 staff was referred to a follow-on Work Session to discuss certification of franchises in County Roads Right-of-Way.

Attachment: Memorandum

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: County Roads

Agenda Item No.: 2

Subject: Sandberg Water Association PW2024-0168

Description: New Water Franchise for existing lines.

Attachment: Memorandum, Application, Map

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: Solid Waste

Agenda Item No.: 3

Subject: Island Disposal Residential Curbside Recycle Proposal

Description: Proposal to increase solid waste management levels of service through the addition of residential curbside collection of recyclable materials to current curbside collection programs.

Attachment: Memorandum, Island Disposal Curbside Recycle Proposal, Island Disposal PowerPoint Presentation

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Public Works

Ed Sewester, P.E., County Engineer

1 NE 7th Street, Coupeville, WA 98239

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

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

MEMORANDUM

9 October 2024

TO: Board of Island County Commissioners

FROM: Ed Sewester, County Engineer

RE: Franchise Renewal Certification Option

A franchise is required when a utility system extends along the County Road Right of Way for more than 500 feet, or a system is 1 mile or greater in total length. This is required for all types of utilities: water, sewage, electric, gas, communications. A franchise with Island County does not include portions of a systems' infrastructure on private property.

- The franchise allows the Holder to set, erect, lay, construct, extend, support, attach, connect, install, use, operate, repair, replace, enlarge and maintain their Facilities in the County Road Right of Way.

Following the completion of a franchise's duration, the Holder has the option to renew the franchise. Although the standard franchise duration changed in 2022, the Island County process does not require a Holder to provide any certification of the existing system's condition. During a 17 September 2024 Public Hearing the Board of Island County Commissioners questioned Island County's authority to require a franchise Holder to prove / certify the existing infrastructure's condition provides for the best outcome for the public.

Each type of utility system holds its own challenges of a potential certification requirement, but at minimum all would require:

- Isolating the portion of the system specific to the County Right of Way (easier for some utilities than others)
- Pressurizing the system
- Testing to criteria established by Island County
- Contracting with independent test consultant

Options:

- Treat all franchise types alike, regardless of size or complexity
- Narrow franchise certifications to specific utility or utilities
- Require no certification, maintain 'as-is' repair / maintenance of system
- Certify the system – isolate system within County Right of Way
- Modify Island County Code, then enforce the Code

While a certification process could be accomplished with time, Island County staff's level of effort will increase, as will the constituent's cost.

Recommendation:

Continue with the as-is requirement to repair and maintain system, to include responding to emergencies.



FRANCHISE UTILITIES SYSTEMS CERTIFICATIONS

No requirement in Franchises to re-certify system integrity at renewal

- Franchise is specific to the County Right of Way
- Franchise Utilities: Water, Sewage, Electric, Gas, Communications

Re-certification by Island County in County Road right of way (*only*)

- Difficulty & Challenges ... starts with ability to isolate County Road(s)
- 3rd party specialist -- Cost passed on to constituents

Should re-certification be mandated outside County Road Right of Way

Options

1. As-is operate and maintain requirement ... monitor well output & in-line meters usage
2. Initiate certification letter from Holder: certified as-of “date of application” then #1
3. Modify Island County Code as necessary -- to include how to enforce
 - RCW / WAC / Other Agencies

Recommendation: #1



Island County Public Works

Ed Sewester, P.E., County Engineer

Matthew Lander, P.E., Assistant County Engineer

1 NE 7th St, Coupeville, WA 98239

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

Email: Ed.Sewester@islandcountywa.gov | M.Lander@islandcountywa.gov

MEMORANDUM

October 9, 2024

TO: Board of County Commissioners - Island County

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

RE: Franchise # PW2024-0168 – Sandberg Water Association

Public Works is presenting to the Board of County Commissioners, an application for franchise resubmitted by Sandberg Water Association.

See attached Vicinity Map.

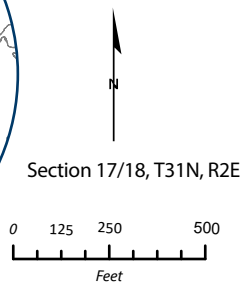
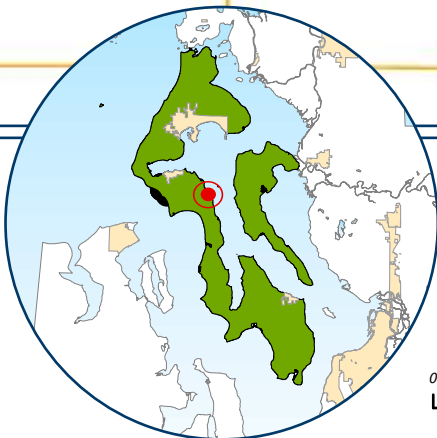
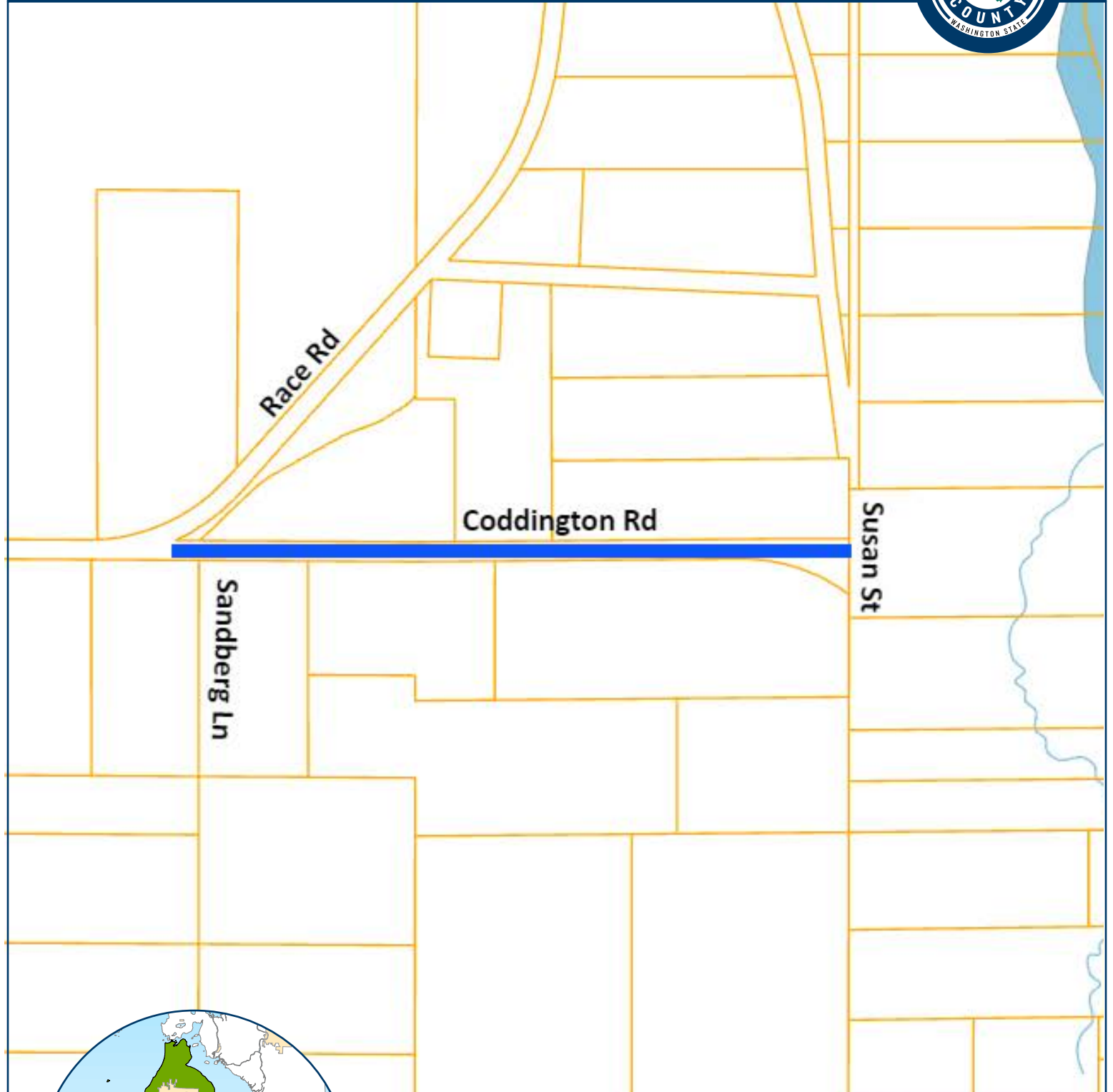
Brief history of applications:

- On February 2, 1982 Louis Sandberg was assigned Franchise #216 for a water franchise along Wanamaker Rd. The application file never went to Public Hearing and was shelved.
- Adequate staffing allowed the Public Works Administrative team time to review old stored files and discovered the unfinished file.
- On June 11, 2024 an application was sent to Sandberg Water Association.


Public Works will continue processing the Franchise to completion.

- ☒ \$593.28 for New/Expanding Water / Sewer / Gas / Utility Line
☐ \$818.85 Cable System
☐ \$429.51 for Renewal of Franchise
☐ \$204.97 for Assignment/Transfer of Franchise

Island County Public Works



Section 17/18, T31N, R2E

 County Road Proposed for Franchise

New Franchise
PW2024-0168

Sandberg Water
Association
Vicinity Map
10/22/2024








Sandberg Water Association

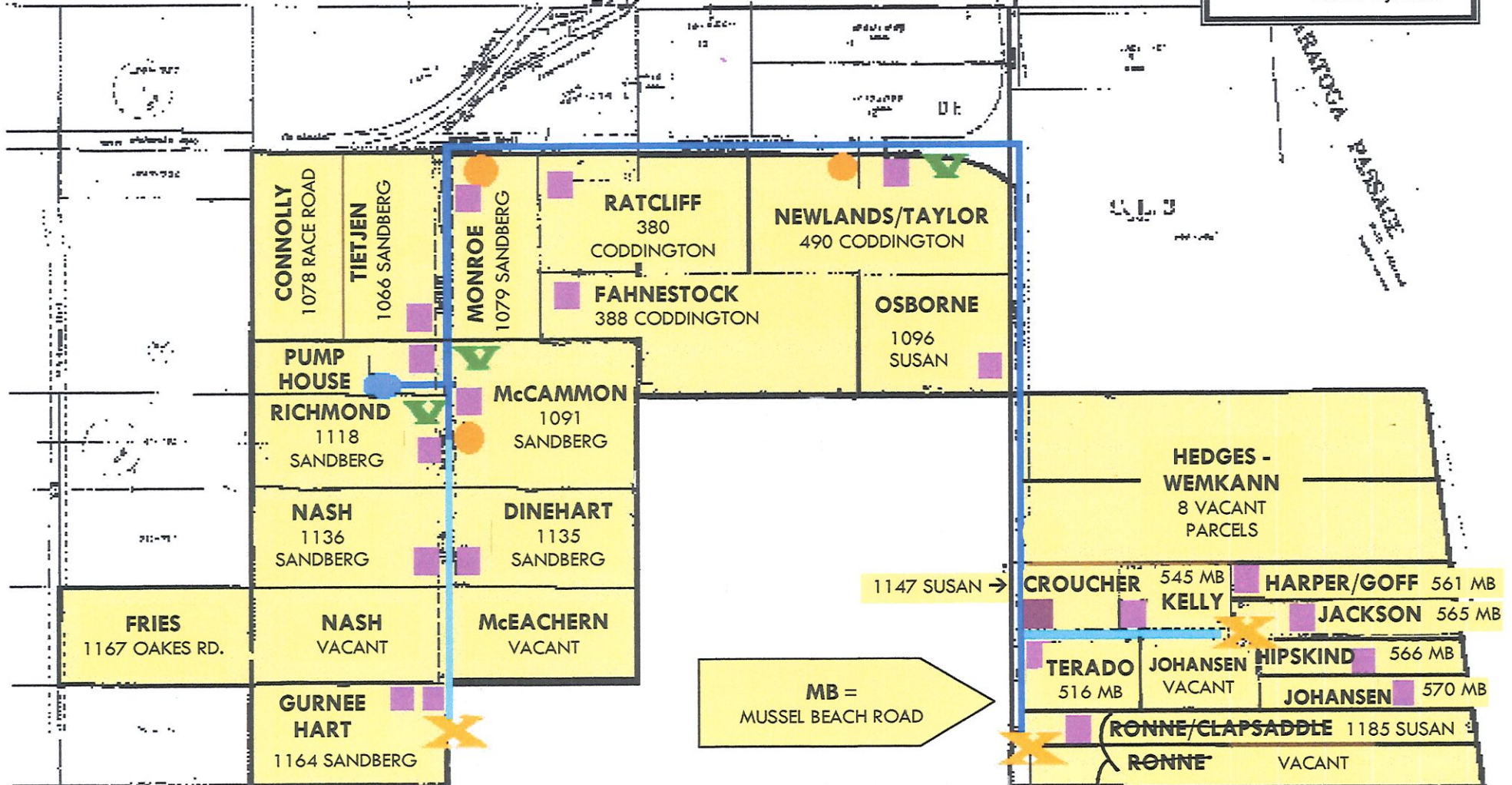
10, Twp 31 N., R. 2 E., W. 4.

MAP REVISED OCTOBER 2019

1/2, Sec. 17, Twp 31 N., R. 2 E., W. 4.

LEGEND

-  Fire hydrants
-  Valves
-  Blow-offs
-  Meters
-  6-inch line
-  4-inch line
-  connected to water system





Island County Public Works

Fred Snoderly, Director

James Sylvester, Assistant Director

1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov

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

Email: F.Snoderly@islandcountywa.gov | J.Sylvester@islandcountywa.gov

MEMORANDUM

October 9, 2024

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Public Works Director

RE: **Island Disposal Residential Curbside Recycle Proposal**

Chapter 11.3, *Recycling Recommendations* in the approved 2020 *Island County Solid Waste and Moderate Risk Waste Management Plan* states:

- 1) All urban areas of Island County should receive curbside recycling service. Curbside recycling services should be implemented in Langley and Freeland when recycling markets improve.
- 2) Consider expanding curbside recycling programs to additional rural areas at a later date when market conditions improve.

Island Disposal, Inc. has proposed to increase solid waste management levels of service through the addition of residential curbside collection of recyclable materials to current curbside collection programs. While curbside collection of solid waste would not be mandatory, residential customers choosing to have curbside collection of solid waste would also receive, as part of the bundled service, curbside collection of designated recyclable materials. Residential customers with curbside solid waste service would not need to self-haul recyclable materials to the transfer station or drop box facilities, and increased rates of recycling would result.

On April 15, 2024 the Island County Solid Waste Advisory Committee unanimously approved recommendation of the proposal, and staff concurs.

Pending approval to move forward, a Minimum Level of Service Ordinance, describing and requiring the level of service, would be provided to the Washington State Utilities and Transportation Commission, by Island Disposal, as part of their application for amendment to tariff.



Island Disposal Residential Curbside Recycle Proposal

October 2024

Introduction:

At present, only residents of the City of Oak Harbor, the Town of Coupeville, and Naval Housing have access to curbside recycling services on Whidbey Island. This leaves nearly 70% of Whidbey Island residents without convenient access to recycling services. While Island County provides excellent drop box collection facilities for recycling, a recent customer survey conducted by Island Disposal revealed that over 87% of our customers desire a curbside collection program. This highlights a significant need for a more accessible and efficient recycling solution. Implementation of a curbside recycling program aims to address the overwhelming demand for convenient recycling services among our residents while supporting Island County's Solid Waste Management plan objectives.

Proposal Details:

- County Commissioners approve a minimum level of service ordinance that includes curbside recycling for each solid waste collection customer.
- Island Disposal customers would receive a 96-gallon recycle container for mixed recycling along with their existing garbage service.
- Acceptable items include plastics, paper, cardboard, and metals.

Benefits:

- Supports Island County's Solid Waste Management plan objectives, including waste reduction, encouraging recycling, and long-term capital planning.
- Provides residents with convenient access to recycling services, leading to increased participation and reduced environmental impact.
- By reducing the need for residents to travel to collection centers and the transfer station, the program would contribute to waste reduction and environmental stewardship goals.
- Offers cost savings for the community through economies of scale, with the bundled program being approximately 35% less expensive than a subscription-based model.
- Enables a faster implementation process, as the bundled program allows for immediate capital allocation without the uncertainty associated with subscription-based enrollment.

Conclusion:

The implementation of a bundled curbside recycling program represents a significant step towards achieving our shared goals of waste reduction, environmental stewardship, and community sustainability. By partnering with Island Disposal, Island County has the opportunity to provide residents with a convenient and cost-effective recycling solution while still having the option for residents to use the satellite collections facilities for glass and bulk recycling materials.

Recommendation:

We hereby request that Island County consider and support our proposal for implementing a bundled curbside recycling program. This initiative offers substantial benefits to residents, the environment, and the community at large, and represents a proactive step towards achieving our waste management goals.

ISLAND COUNTY RESIDENTIAL RECYCLING

Island Disposal Proposal

ISLAND DISPOSAL RECYCLING COMMITMENT

MEET CUSTOMERS NEEDS & ENCOURAGE RECYCLING

Current programs require 70% of residential customers to self-haul recyclable material to outlying collection stations. It has become clear that residents desire an easier solution.

SUPPORT ISLAND COUNTY SOLID WASTE COMP PLAN

Island County has committed to waste reduction and recycling as a priority. Island Disposal can, and does, play a vital role in this effort.

WASTE DIVERSION/LANDFILL REDUCTION

Industry estimates show the United States currently has approximately 18 years of landfill capacity remaining. Diverting recyclable commodities from the landfill has never been more important.

SUSTAINABLE MATERIALS MANAGEMENT

Island Disposal has a robust framework for collection of recyclable commodities, processing of material, and shipping to recovery centers. This role is integral to Washington State's initiative to promote sustainable materials management.

COST MANAGEMENT

Island Disposal is committed to providing an environmentally responsible recycling program to Island Disposal's residents at a price point that is not cost prohibitive and *encourages* program utilization.





IMPLEMENTATION OF COMBINED GARBAGE & RECYCLE SERVICE

Island Disposal would work in conjunction with Island County to implement a minimum level of service for garbage and recycle services. All customers who wish to take advantage of Island Disposal's waste services would also receive a 96 gallon recycling container that would be serviced every other week.

BENEFITS:

- Lowers cost to customers for residential recycling.
- Significantly increases potential waste diversion and *encourages* recycling.
- All customers would have access to program immediately upon implementation.
- Aligns Island County with other jurisdictions and positions the county for adherence to future legislation.
- Decreases environmental impact by having stable and *efficient* routes.

DISADVANTAGES:

- Island Disposal customers who do not wish to recycle would be required to have the service.

ISLAND DISPOSAL PROPOSAL

A BUNDLED WASTE AND RECYCLE SERVICE ON THE ISLAND WOULD PROVIDE THE GREATEST BENEFIT TO ALL STAKEHOLDERS.

Customer Impact

- Customers would have a convenient method to recycle waste.
- Customers would see their waste services bill increase by approximately \$6.50 per month. However, **many customers would be able to reduce garbage container size which would effectively lower their monthly waste services bill from current cost.**

County Impact

- Aid the County in reducing transfer station costs through lower waste volumes.
- Support the County's commitment to waste reduction and recycling as a top priority.
- Fulfills Island County Solid Waste Plan for recycling recommendations.
- Aligns County with RCW 70.95.090(7)(b)(i)

Environmental Impact

- Upwards of 145 tons* of recyclable material diverted from the landfill **each month.**
- Fewer vehicles driving to satellite recycling stations reduces emissions and road wear.

* Based on 28.5 lbs. of waste recycled per month (Town of Coupeville average) and current UTC regulated customer count of 10,000 customers



ISLAND COUNTY PROSECUTING ATTORNEY

WORK SESSION AGENDA

MEETING DATE: 10/9/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Greg Banks, Prosecuting Attorney

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Chief Civil Deputy Prosecuting Attorney position

Description: Discussion of obstacles to successful recruitment.

Attachment: None

Request: *(Check boxes that apply)*

☐ Move to Consent

☐ Move to Regular

☒ None/Informational

☐ Schedule a Public Hearing

☐ Signature Request

☐ Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 10/9/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Jonathan Lange, Director

Amount of time requested for agenda discussion. 90 minutes

DIVISION: Long Range Planning

Agenda Item No.: 1

Subject: 2025 Comprehensive Plan – Capital Facilities Element Requirements Overview

Description: Long Range staff will review the requirements for the Capital Facilities Element with the Board for awareness and input.

Attachment: Memo, Presentation, 2016 Goals and Policies

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: Long Range Planning

Agenda Item No.: 2

Subject: Recap Oak Harbor Urban Growth Area (UGA) Discussion

Description: Long Range staff will share key takeaways from a recent meeting with Oak Harbor to discuss land capacity analyses and their UGA.

Attachment: None

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

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~MEMORANDUM~

October 9, 2024

TO: Board of Island County Commissioners
FROM: Long Range Planning

Long Range Planning staff will discuss the Capital Facilities Element including Growth Management Act (GMA) requirements, guidance from the WA Department of Commerce, and options that should be considered during the 2025 Comprehensive Plan Update.

Staff are bringing this topic to the Board to build awareness on some of the challenges that must be addressed and to get initial input and direction setting from the Board to progress work on updating this element. This is an informational session, and no decisions are needed at this time.

Attachments:

- Presentation on Capital Facilities
- 2016 Goals and Policies from the Capital Facilities Element



Capital Facilities Element 2025 Comprehensive Plan

**Long Range Planning
October 9, 2024**

Agenda

- 1. GMA Requirements and Guidance from Commerce**
- 2. Options to Consider During Updates**
- 3. Questions and Discussion**

What is a Capital Facility?

The Growth Management Act (GMA) does not specifically define what capital facilities are. The GMA does define public facilities and public services.

Public Facilities:

- Streets, roads, highways, sidewalks, street and road lighting systems, traffic signals
- Domestic water systems, storm and sanitary sewer systems
- Parks and recreation facilities
- Schools

Public Services:

- Fire protection and suppression
- Law enforcement
- Public health
- Education
- Recreation
- Environmental protection
- Other governmental services

What is the Difference?

Capital Facilities Element:

- Background information on the capital facilities program for Island County
- Level of Service (LOS) standards
- Goals & Policies

Capital Facilities Plan:

- Inventory of existing capital facilities
- Comparison of existing LOS to LOS standards set in the element
- List of non-capital alternatives for achieving or maintaining LOS

Capital Improvement Plan:

- Projects with identified funding sources that have been approved by the Board for the next 6 years

Recap: CFP & CIP

CFP (20-year plan)

- Implements the Comprehensive Plan vision
- Cost **estimates** for services by area across the 20-year horizon
- Must identify needs and “probable funding” (revenues)

CIP (6-year plan)

- Implements at least 6-year growth strategy according to the CFP
- **Detailed, project-specific** plan for financing need within that timeframe
- Must identify sources of public money

Inventory of Capital Facilities

- Water Systems
- Sanitary Sewer Systems
- Stormwater Facilities
- Reclaimed Water Facilities
- Schools
- Parks and Recreational Facilities
- Police and Fire Protection Facilities

What do we have?

Where is it located?

What is its capacity?

What condition is it in?

What is its useful life?

Who owns and is responsible for it?

See WAC 365-196-415(2)(a) & Chapter 2 of the Capital Facilities Planning Guidebook for additional guidance.

Capital Facilities Plan (CFP)

RCW 36.70A.070(3)

a. Inventory of existing capital facilities...

b. Forecast of future need for such capital facilities...

c. Proposed locations of expanded or new facilities...

d. At least 6-year plan that will finance CFP...

e. Requirement to reassess if probable funding falls short...

Reminder: Include park and recreation *facilities* in the CFP.

See WAC 365-196-415(1) & Chapter 1 of the Capital Facilities Planning Guidebook for additional guidance.

Financing Plan & 6-Year CIP



See WAC 365-196-415(2)(c) & Chapter 5 of the Capital Facilities Planning Guidebook for additional guidance.

Reassessment



See WAC 365-196-415(2)(d) & the
Capital Facilities Planning Guidebook
for additional guidance.

Questions to Consider in our Update

- Are we keeping up with growth?
- Are we falling behind on maintenance?
- Can we provide our urban areas with the services needed to support growth?
- Are levels of service standards consistent with infrastructure needs and our ability to pay for infrastructure?
- Is our financial plan adequate to meet infrastructure expectations?

Utilities Element Requirements

1. General location, proposed location, and capacity of all existing and proposed utilities including, but not limited to, electrical, telecommunications, and natural gas systems.
2. Island County's Comprehensive Plan also includes water resources such as water resource management and ground/surface water protection standards.

Recommendation

- Long Range Planning recommends combining the Utilities and Capital Facilities Elements



Questions?

Long Range Planning

CompPlan@islandcountywa.gov

www.islandcounty2045.com

10.1 GOALS AND POLICIES

Level of Service

Goal 1. Establish Level of Service (LOS) Standards for each type of capital facility, and determine what capital improvements are needed in order to achieve and maintain the standards for existing and future populations and to repair or replace existing capital facilities.

CF 1.1. The County's adopted LOS Standards for Categories A and B capital facilities are as follows:

- CF 1.1.1. Category A. The LOS Standards of each type of capital facility in Category A, as defined above, shall apply to development permits issued by the County after the effective date of implementation of this Element, as described in CF 3.3, the County's annual budget, the County's Capital Improvements Program, and other Elements of this Comprehensive Plan.
- CF 1.1.2. Category B. The LOS Standards of each type of capital facility in Category B, as defined above, shall apply to development permits issued by the County after the effective date of implementation of this Element, as described in CF 3.3, and other Elements of this Comprehensive Plan. Category B capital facilities are provided by entities other than Island County, therefore the LOS Standards shall not apply to the County's annual budget or the County's Capital Improvements Program.
- CF 1.1.3. Categories C and D. The LOS Standards for those capital facilities in Categories C and D, as defined above, that are required to be found adequate pursuant to RCW 58.17 or required to be found adequate for building permits, shall apply to development permits issued by the County, as applicable.

CF 1.2. The LOS Standards for capital facilities shall be as follows. The County recognizes that the methodology used to determine the LOS Standards for capital facilities may need to be revisited and adjusted with future updates to this element. These standards apply to the unincorporated area of the County. Municipalities may establish different LOS Standards.

CF 1.2.1. Category A Capital Facilities:

CF 1.2.1.1. County Roads (rural arterials & transit routes): See the Transportation Element

CF 1.2.1.2. County Roads (urban arterials & transit routes): See the Transportation Element

CF 1.2.1.3. County Arterial/Transit Route Intersections: See the Transportation Element

CF 1.2.2. Category B Capital Facilities

CF 1.2.2.1. City and Town Arterials/Transit Routes/Their Intersections: As specified in the CFE of the city/town.

CF 1.2.3. Category C Capital Facilities

CF 1.2.3.1. Sanitary Sewage: Approving authority standard

CF 1.2.3.2. Solid Waste Processing: 5.8 pounds per capita per day

CF 1.2.3.3. Corrections and Detention: 0.50 beds per 1,000 total County population.

CF 1.2.3.4. Juvenile Detention: 0.0675 beds per 1,000 total County population

CF 1.2.3.5. County Buildings

CF 1.2.3.5.1. General Administration Buildings: 1,000 square feet per 1,000 County population

CF 1.2.3.5.2. District Court: 1 courtroom or hearing room per judicial position

CF 1.2.3.5.3. Superior Court: 1 courtroom per judicial position

CF 1.2.3.5.4. Law Enforcement Buildings: 120 sq. ft. per 1,000 people in the unincorporated area

CF 1.2.3.6. Trails: 0.5 miles per 1,000 population in the unincorporated area

CF 1.2.3.7. Community Parks: 3.5 acres per 1,000 population in the unincorporated area

CF 1.2.3.8. Stormwater Management Systems:

CF 1.2.3.8.1. Must be designed to control both stormwater quantity and quality impacts.

CF 1.2.3.8.2. Surface Water – Habitat – Both areas: Restore in-stream flows, reduce peaks, and maintain clear fish passage.

CF 1.2.3.8.3. Surface Water – Quality - Both areas: Federal/State water quality standards for receiving waters

CF 1.2.4. Category D Capital Facilities

CF 1.2.4.1. Fire Protection Services: Fire Protection Class # 8 (Washington State Surveying and Rating Bureau)

CF 1.2.4.2. School District Facilities: Five usable acres and one additional usable acre per 100 students and for any school housing students above grade six, an additional usable five acres, as specified in WAC 180-26-020; and

CF 1.2.4.3. Stormwater Management Systems:

CF 1.2.4.3.1. Must be designed to control both stormwater quantity and quality impacts.

CF 1.2.4.3.2. Surface Water – Habitat – Both areas: Restore in-stream flows, reduce peaks, and maintain clear fish passage.

CF 1.2.4.3.3. Surface Water – Quality – Both Areas: Federal/State water quality standards for receiving waters

CF 1.2.4.4. Domestic Water: Refer to State Department of Health and Island County Code for proof of water availability requirements

CF 1.2.4.5. State Transportation Facilities:

CF 1.2.4.5.1. Regional Facilities: As adopted by Island Regional Transportation Planning Organization (IRTPO)

CF 1.2.4.5.2. State-wide Facilities: As adopted by WSDOT/Legislature

CF 1.2.4.5.3. Ferry: As adopted by WSDOT/Legislature

CF 1.3. Determining Capital Facility Needs. The County shall determine the quantity of capital improvements needed to eliminate existing deficiencies and to meet the needs of future growth. The following methodology shall be used in determining capital facility needs.

CF 1.3.1. The quantity of capital improvements shall be determined by the following calculation: $Q = (S \times D) - I$,

Where: Q is the quantity of capital improvements needed,

S is the standard for LOS,

D is the demand, such as the population, and

I is the inventory of existing facilities.

CF 1.3.2. The calculation shall be used for existing demand in order to determine existing deficiencies. The calculation shall be used for projected demand in order to determine needs of future growth.

CF 1.3.3. LOS is not the exclusive determinant for capital improvement needs. Repair, remodeling, renovation, and replacement of obsolete or worn out facilities as determined by the Board of Island County Commissioners, or the construction of capital facilities in excess of the minimum LOS Standards adopted in this Element, may be constructed or acquired at any time as long as the following conditions are met:

CF 1.3.3.1. The capital improvement does not make financially infeasible any other capital improvement that is needed to achieve or maintain the LOS Standards adopted in this Element, and

CF 1.3.3.2. The capital improvement does not contradict, limit or substantially change the goals and policies of any Element of this Comprehensive Plan, and

CF 1.3.3.3. One of the following conditions is met:

CF 1.3.3.3.1. The excess capacity is an integral part of a capital improvement that is needed to achieve or maintain LOS Standards (i.e., the minimum capacity of a capital project is larger than the capacity required to provide the LOS).

CF 1.3.3.3.2. The excess capacity provides “economies of scale” making it less expensive than a comparable amount of capacity if acquired at a later date.

CF 1.3.3.3.3. The asset acquired is land that is environmentally sensitive, or designated by the County as necessary for conservation or recreation.

CF 1.3.3.3.4. The excess capacity is part of a capital project financed by general obligation bonds approved by referendum.

CF 1.3.4. The County may provide non-capital alternatives to achieve and maintain the adopted LOS Standards. Non-capital alternatives use programs, strategies or methods other than traditional “brick and mortar” capital standards. Non-capital alternatives include, but are

not limited to the following:

CF 1.3.4.1. Programs that reduce or eliminate the need for the capital facility.

CF 1.3.4.2. Programs that provide a non-capital substitute for the capital facility (e.g. electronic home monitoring or other sentencing alternatives to incarceration in traditional jail facilities).

CF 1.3.4.3. Programs that reduce the demand for a capital facility or the service it provides (e.g. telecommuting as an alternative to commuting to work; transit as an alternative to cars; recycling as an alternative to landfills).

CF 1.3.4.4. Programs that use alternative methods to provide the same LOS (e.g. “natural” drainage in managed flood basins as an alternative to levees and dikes).

CF 1.3.4.5. Programs that use existing facilities more efficiently to reduce the need for additional facilities (e.g. night court as an alternative to more courtrooms during the day; flextime and evening and night shifts as an alternative to additional space for government staff).

CF 1.3.5. Any capital improvement that is needed as a result of any of the factors listed in CF 1.3.3 shall be included in the regular schedule of capital improvements contained in both the Capital Facilities Plan (CFP) and the Capital Improvements Program (CIP). All such capital improvements shall be approved in the same manner as the capital improvements that are needed according to the quantitative analysis described in CF 1.3.1.

CF 1.4. Priorities. The relative priorities among capital improvements projects are as follows:

CF 1.4.1. *Priorities Among Types of Capital Facilities.* Relative priorities among types of capital facilities (i.e., roads, septage, etc.) should be established by adjusting the LOS Standards and the available revenues until the resulting capital facilities needs become financially feasible. This process should be repeated with each update of the Capital Facilities Element to allow for changes in priorities among types of capital facilities.

CF 1.4.2. Priorities of Capital Improvements Within a Type of Capital Facility.

Capital improvements within a type of capital facility are to be evaluated on the following criteria and considered in the order of priority listed below. The County shall establish the final priority of all capital facility improvements using the following criteria as general guidelines. Any revenue source that cannot be used for a high priority facility shall be used beginning with the highest priority for which the revenue can legally be expended.

CF 1.4.2.1. New capital facilities, and improvements to existing capital facilities, that eliminate public hazards if such hazards were not otherwise eliminated by facility improvements prioritized according to CF 1.4.2.2 of CF 1.4.2.3.

CF 1.4.2.2. Reconstruction, rehabilitation, remodeling, renovation, or replacement of obsolete or worn out facilities that contribute to achieving or maintaining LOS adopted in this Element.

CF 1.4.2.3. New or expanded facilities that reduce or eliminate deficiencies in LOS for existing demand.

CF 1.4.2.4. Improvements to existing facilities, and new facilities that significantly reduce

the operating cost of providing a service or facility, or otherwise mitigate impacts of capital facilities on future operating budgets.

CF 1.4.2.5. New facilities that exceed the adopted LOS for new growth during the next six fiscal years by either

- Providing excess capital facility capacity that is needed by future growth beyond the next six fiscal years, or
- Providing higher quality capital facilities than are contemplated in the County's normal design criteria for such facilities.

CF 1.4.2.6. Facilities not described in CF 1.4.2.1 through CF 1.4.2.5, but which the County is obligated to complete, provided that such obligation is evidenced by a written agreement the County executed prior to the adoption of this Element.

CF 1.4.3. All facilities scheduled for construction or improvement in accordance with this policy shall be evaluated to identify any plans of State or local governments or districts that affect, or will be affected by, the proposed County capital improvement.

CF 1.4.4. Project evaluation may also involve additional criteria that are unique to each type of capital facility, as described in other Elements of this Comprehensive Plan.

Financial Feasibility

Goal 2. Ensure the costs of County-owned capital facilities are within the County's funding capacity, and fairly distributed between users and the County in general.

CF 2.1. Financial Feasibility. The estimated costs of all needed capital improvements shall not exceed conservative estimates of revenues from sources that are available to the County pursuant to current statutes, and which have not been rejected by referendum, if a referendum is required to enact a source of revenue. Conservative estimates need not be the most pessimistic estimate, but cannot exceed the most likely estimate.

CF 2.2. Financing Policies. Capital improvements shall be financed, and debt shall be managed as follows:

CF 2.2.1. Capital improvements for County enterprise funds (e.g. solid waste) shall be financed by one of the following:

CF 2.2.1.1. Debt to be repaid by user fees and charges and connection or capacity fees for enterprise services.

CF 2.2.1.2. Current assets (e.g. reserves, equity or surpluses, and current revenue, including grants, loans, donations and interlocal agreements).

CF 2.2.1.3. A combination of debt and current assets.

CF 2.2.2. Capital improvements financed by non-enterprise funds shall be financed from either current assets: (i.e., current revenue, fund equity and reserves), or debt, or a combination thereof. Financing decisions shall include consideration for which funding source (current assets, debt, or both) will be most cost effective, consistent with prudent asset and liability management, appropriate to the useful life of the project to be financed, and the most efficient use of the County's ability to borrow funds.

CF 2.2.3. Debt financing shall not be used to provide more capacity than is needed within the schedule of capital improvements for non-enterprise capital facilities unless one of the conditions of CF 2.3.3.3 is met. For REET 1, REET 2, and Conservation Futures Funds, the total 6-year planning period obligations to debt service shall not exceed 50% of the total 6-year planning period revenue of the individual funds.

CF 2.3. Operating and Maintenance Costs. Except for open space and habitat areas, the County shall not provide a capital facility, nor shall it accept the provision of a capital facility by others, if the County or other provider is unable to pay for the subsequent annual operating and maintenance costs of the facility. Non-capital alternatives, as provided in CF 1.3.3, shall be utilized to meet LOS standards if operating and maintenance cost restrictions prohibit capital construction.

CF 2.4. Revenues Requiring Referendum (voter approval). In the event that sources of revenue require voter approval in a local referendum that has not been held, and a referendum is not held, or is held and is not successful, this Comprehensive Plan shall be revised at the next annual amendment to adjust for the lack of such revenues, in any of the following ways:

- Reduce the LOS for one or more capital facilities;
- Increase the use of other sources of revenue;
- Decrease the cost, while retaining the quantity of the facilities that is inherent in the standard for LOS;
- Decrease the demand for and subsequent use of capital facilities;
- A combination of the above alternatives.

CF 2.5. Conditional Permits for Projects Waiting Approved Financing. All development permits issued by the County which require capital improvements that will be financed by sources of revenue which have not been approved or implemented (such as future debt requiring a referendum) shall be conditioned on the approval or implementation of the indicated revenue sources, or the substitution of a comparable amount of revenue from existing sources.

CF 2.6. Funding Shortage. The Land Use Element will be reassessed if probable funding falls short of meeting existing needs and to ensure that the Land Use Element, Capital Facilities Element, and financing plan within the Capital Facilities Element are coordinated and consistent.

Provide Needed Improvements and Concurrency Management

Goal 3. Provide adequate capital facilities by constructing needed capital improvements which repair or replace obsolete or worn out facilities, eliminate existing deficiencies, and meet the needs of future development and redevelopment caused by previously issued and new development permits. The County's ability to provide needed improvements will be demonstrated by maintaining a financially feasible schedule of capital improvements in this Capital Facilities Plan (CFP) and the Capital Improvement Program (CIP).

CF 3.1. Schedule of Capital Improvements. The County shall provide the County-owned capital improvements listed in the CIP. The CIP may be modified as follows:

CF 3.1.1. The CIP shall be updated annually.

CF 3.1.2. Pursuant to the Growth Management Act, amendments to the CIP may only occur during the annual update.

CF 3.1.2.1. In certain cases, the CIP may be adjusted by budgetary amendment rather than through an amendment to the Comprehensive Plan. The conditions under which this may occur include: correction of errors, updates of data, emergencies, reallocation of funds between projects appearing within the adopted plan regardless of year, or modifications concerning costs; revenue sources; acceptance of facilities pursuant to dedications which are consistent with the approved CIP; or the date of construction (so long as it is completed within the 6-year period) of any facility enumerated in the schedule of capital improvements.

CF 3.1.3. Any act, or failure to act, that causes any project listed in the CIP for which concurrency is required to be scheduled for completion in a fiscal year later than the fiscal year indicated in the CIP shall be effective only if the act, or failure to act, causing the delay is subject to one of the following:

CF 3.1.3.1. Projects providing capacity equal to, or greater than the delayed project are accelerated within, or added to the CIP, in order to provide capital facility capacity in the fiscal year at least equal to the capacity scheduled prior to the act which delayed the subject project.

CF 3.1.3.2. Amendment of the Comprehensive Plan (during the allowable annual amendment) to reduce the adopted LOS Standards for capital facilities until the fiscal year in which the delayed project is scheduled to be completed.

CF 3.2. Budget Appropriation of CIP. The County shall include in the capital appropriations of its annual budget all the capital improvements projects listed in the CIP for expenditure during the appropriate fiscal year, except that the County may omit from its annual budget any capital improvements for which a binding agreement has been executed with another party to provide the same project in the same fiscal year. The County may also include in the capital appropriations of its annual budget additional capital facility projects that conform to CF 1.3.3 and CF 1.4.2.6.

CF 3.3. Adequate Capital Facility Concurrency. The county shall condition the issuance of development permits on a determination that there is sufficient capacity of Category A and Category B capital facilities to meet the LOS Standards for existing and approved development and the impacts of the proposed development are concurrent with the proposed development.

CF 3.3.1. In implementing ordinances, the County should consider setting specific development permit threshold levels depending upon the classification and/or ownership of the transportation facility.

CF 3.3.2. A finding of concurrency should be a prerequisite of applying for a permit for a non-exempt development activity.

CF 3.3.3. For the purpose of this policy and the County's land development regulations, "concurrent with" shall be defined as follows and the availability of capital facility capacity to support development concurrent with the impacts of such development shall be determined in accordance with the following:

CF 3.3.3.1. For all Category A and B capital facilities except arterial roads and transit routes:

CF 3.3.3.1.1. The necessary facilities and services are in place at the time a development permit is issued; or

CF 3.3.3.1.2. Development permits are issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

CF 3.3.3.1.3. The necessary facilities are under construction at the time a development permit is issued, and the necessary facilities will be in place when the impacts of the development occur; or

CF 3.3.3.1.4. The necessary facilities are the subject of a binding executed contract which provides for the actual construction of the required facilities and guarantees that the necessary facilities will be in place when the impacts of the development occur; or

CF 3.3.3.1.5. The necessary facilities are guaranteed in an enforceable development agreement that must guarantee that the necessary facilities will be in place when the impacts of the development occur.

CF 3.3.3.2. For arterial roads and transit routes:

CF 3.3.3.2.1. Any of the provisions of CF 3.3.3.1; or

CF 3.3.3.2.2. The County has in place binding financial commitments to complete the necessary capital facilities within six years, provided that:

- The CIP and Transportation Improvement Program (TIP) must be financially feasible.
- The County uses a realistic, financially feasible funding system based on revenue sources available according to laws adopted at the time the CIP is adopted.
- Improvements, strategies, or other mitigation measures which will achieve or maintain an operating level at or above the LOS Standard for the affected arterial, transit route, or their intersection are in place, planned, and reasonably funded, and the CIP must demonstrate that the actual construction of the arterial roads and transit routes are scheduled to commence on or before the sixth year of the CIP.
- The CIP must include necessary facilities to maintain the adopted LOS Standards to serve the new development proposed to be permitted and the necessary facilities required to eliminate existing deficiencies.
- The concurrency period may be shorter than 6 years if the impact on the LOS of the facility is severe.

CF 3.3.3.3. For those capital facilities that are not designated as Category A or B capital facilities and for which the State Subdivision Law (RCW 58.17) requires a finding that appropriate provisions have been made for specified capital

facilities, regulations/policies will be enacted to support the “approving authorities” finding and/or action in approving or disapproving the proposal. The check for adequacy logically occurs during the preliminary approval process of a regulated division of land or in the case of a building permit, prior to its issuance.

CF 3.3.4. The County will evaluate and update current development regulations to identify non-exempt development and ensure all non-exempt development demonstrates that there is adequate capacity for Category C and Category D facilities to meet the LOS Standards.

CF 3.3.5. No permit for an identified non-exempt development activity shall be issued by the County without a determination of the concurrency of Category A and Category B capital facilities. Verifying that concurrency exists should be a prerequisite of submittal of a permit for a non-exempt development activity.

CF 3.3.6. As specified in the implementing regulation, non-exempt development permits issued pursuant to CF 3.3.4 and CF 3.3.5 shall be subject to the following requirements:

CF 3.3.6.1. For the following capital facilities, the capacity must meet the LOS Standards prior to the issuance of the building permit.

- Domestic water
- Sanitary sewer
- Surface water

CF 3.3.6.2. For the following capital facilities, the capacity must be available within the area of impacts as determined by a traffic report/study at the time of development, as defined in the implementing ordinance, or be the subject of a specific financial commitment, strategies, or mitigation to meet the standards within 6 years of the issuance of the final development permit:

- County Arterial roads
- County Transit routes
- State Route 20
- State Route 525

CF 3.3.6.3. The determination that facility capacity is available to meet the LOS Standards shall apply only to specific uses, densities, and intensities based on information provided by the applicant and included in the development permit.

CF 3.3.6.4. The determination that facility capacity is available to meet the LOS Standards shall be valid for the same period of time as the underlying development permit, including any extensions of the underlying development permit. If the underlying development permit does not have an expiration date, the capacity shall be valid for a period not to exceed two (2) years.

CF 3.3.6.5. The determination that facility capacity is available to meet the LOS Standards shall be binding on the County.

CF 3.3.6.6. The LOS Standards of Category A and Category B capital facilities shall

be applied to the issuance of development permits, as defined in the implementing ordinance, on geographical basis.

CF 3.3.6.7. Capital facilities shall achieve and maintain the LOS Standards within the service area as determined by a concurrency management process. No development permit application for a non-exempt development activity, as defined in the implementing ordinance, may be submitted if the LOS Standards are not achieved and maintained for the following capital facilities and assigned service areas:

CF 3.3.6.7.1. County arterials/transit routes/intersection - the service area includes those County arterials/county transit routes and their intersections impacted by the proposed development as determined by a traffic report/study submitted in compliance with the requirements of the County concurrency management program.

CF 3.3.6.8. No further determination of capacity for the subject property shall be required prior to the expiration of the determination of capacity for the development permit provided that the capacity has been reserved for the development permit. The subject property may extend the reservation of capacity to subsequent development permits for the same property. Any change in the density, intensity, or land use that requires additional capital facilities or capacity is subject to review and approval or denial by the County.

CF 3.3.6.9. The check for adequacy shall be performed only for certain capital facilities that are designated herein as Category C or D capital facilities and for which the State Subdivision Law (RCW 58.17) requires a finding that appropriate provisions have been made for the specified capital facility prior to preliminary approval of the development activity.

- Drainage ways
- County parks
- Potable water supplies
- Sanitary wastes
- School sites
- Streets and roads
- Transit stops

CF 3.3.7. The County should evaluate development regulations as they relate to vested rights and ensure vested rights provisions are consistent with state statutes and recent Washington case law.

CF 3.3.8. Island County will continually evaluate and seek opportunities to enhance the effectiveness of County established drainage systems and when possible, invest in additional drainage infrastructure to mitigate flooding within the County.

Coordination and Consistency with Other Plans and Policies

Goal 4. Implement the Capital Facilities Element in a manner that coordinates and is consistent with the plans and policies of other Elements of the Island County Comprehensive Plan, the Countywide Planning Policies (CWPP), and the Growth Management Act of the State of Washington. Where possible, the Capital Facilities Element will also coordinate and be consistent with the plans and policies of other regional entities, adjacent counties, and municipalities.

CF 4.1. Land Development. Manage the land development process to ensure that all development receives capital facility LOS equal to, or greater than the standards adopted in CF 1.2 by implementing the CIP and projects contained in the Capital Facilities Plan (CFP), and by using the fiscal resources provided for in Goal 2 and its supporting policies.

CF 4.1.1. All Category A and Category C capital facility improvements shall be consistent with the goals and policies of other Elements of this Comprehensive Plan. The location and LOS provided by projects in the CIP shall maintain adopted LOS Standards for existing and future development in a manner and location consistent with the Land Use Element of this Comprehensive Plan.

CF 4.1.2. The County shall integrate its land use planning and decisions with its planning and decisions for capital facility improvements by developing, adopting, and using the programs listed in the Goal 6.

CF 4.1.3. The land development regulations shall be amended to the extent permissible under State law to expedite land use decisions for County and non-County capital facility projects included in adopted CIP reviewed by the County. Such regulatory amendments will help ensure that capital facilities are provided in a timely, predictable, and cost effective manner and encourage the development of CIP by special purpose districts.

CF 4.2. CWPP Implementation. Implementation of the Capital Facilities Element shall be consistent with the requirements of adopted CWPP.

CF 4.2.1. The County will evaluate capital facilities of State or Regional significance as required by CWPP and State statute.

CF 4.2.2. The County will use its Capital Facilities Element to support the CWPP pertaining to Urban Growth Areas.

CF 4.3. Sewer service may not be extended outside of an Urban Growth Area unless consistent with the exemptions listed in CWPP 3.6.1.

Implementation Programs

Goal 5. Implement the following programs by the effective date as adopted by the County, to ensure that the goals and policies established in the Capital Facilities Element will be achieved or exceeded and that the necessary capital improvements will be constructed. Each implementation program will be adopted by ordinance as appropriate for each implementation program.

CF 5.1. Review of Applications for Development Permits. The County shall maintain its land development regulations to provide for a system of review of various classes of applications for development permits

which applications, if granted, would impact the LOS of Category A and Category B capital facilities or for which a finding that appropriate provisions must be made pursuant to the State Subdivision Law (RCW 58.17). Such system of review shall assure that no final development permit, as defined in the implementing ordinance, shall be issued which results in a reduction in the LOS below the standards adopted in CF 1.2.1 and CF 1.2.2 for Category A and Category B capital facilities.

CF 5.2. The land development regulations shall include, at a minimum, the provisions of CF 3.3 in determining whether a development permit can be issued. These regulations may also establish a class or classes of development that are exempt from concurrency requirements.

CF 5.2.1. The land development regulations shall also address the circumstances under which capital facilities may be provided by applicants for development permits. Applicants for development permits may offer to provide capital facilities at the applicant's own expense in order to ensure sufficient capacity of Category A and Category B capital facilities. Development permits may be issued subject to the provision of capital facilities by the applicant subject to the following requirements:

CF 5.2.1.1. The County and the applicant enter into an enforceable development agreement which shall provide, at a minimum, a schedule for construction of the Category A and/or Category B capital facilities and mechanisms for monitoring to ensure that the capital facilities are completed concurrent with the impacts of the development, or the development will not be allowed to proceed.

CF 5.2.1.2. The capital facilities to be provided by the applicant are contained in the CIP and will achieve and maintain the adopted LOS Standards concurrent with the impacts of development.

CF 5.3. Annual Budget. The annual budget shall include in its capital appropriations all projects in the CIP that are planned for expenditure during the subsequent fiscal year. Individual Conservation Futures projects will be identified annually consistent with I.C.C. 3.22A and miscellaneous courthouse, park, and solid waste improvements may or may not be specifically identified in the annual budget.

CF 5.4. Update of Capital Facilities Plan (CFP). The CFP shall be reviewed and updated annually. The update shall include:

- Review of population projections
- Update of inventory of capital facilities
- Update of capital facilities requirements analysis (actual LOS compared to adopted standards)
- Update of revenue forecasts
- Revision and development of the CIP for the next six fiscal years
- Amendments to the CFP, including amendments to LOS Standards, capital projects, and the financing plan sources of revenue.

CF 5.5. Concurrency Implementation and Monitoring System. The county shall establish and maintain Concurrency Implementation and Monitoring Systems. The systems shall consist of the following components:

CF 5.5.1. Annual Report on the Capacity and LOS of Capital Facilities for which concurrency is required. The County should create an annual report that summarizes the actual capacity of capital facilities compared to the LOS Standards adopted in CF 1.2.1 and CF 1.2.2.

and forecast the capacity of capital facilities for the six succeeding fiscal years. The forecast shall be based on the most recently updated CIP. The annual report shall provide the initial determination of the capacity and LOS of capital facilities for the purpose of issuing development permits during the 12 months following completion of the annual report.

CF 5.5.2. Capital Facility Capacity Review of Development Applications. The county shall use the procedures specified above, to enforce the requirements of CF 3.3 at the time each application for development in the unincorporated area is reviewed. Reviews of applications for development within municipal boundaries will be conducted according to the terms of interlocal agreements between the county and each city/town. Records shall be maintained during each fiscal year to indicate the cumulative impacts of all development permits approved during the fiscal year to date on the capacity of capital facilities as set forth in the most recent annual report on capacity and LOS of capital facilities.

CF 5.5.3. Review of Changes to Planned Capacity of Capital Facilities. The County shall review each amendment to this Capital Facilities Element, in particular any changes in LOS Standards and changes in the CIP, in order to enforce the requirements of CF 3.1.3.

CF 5.5.4. Concurrency Implementation Strategies. The County shall annually review the concurrency implementation strategies that are developed to implement CF 3.3 of this Capital Facilities Element. Such strategies may include, but are not limited to, the following:

CF 5.5.4.1. LOS Standards may be phased to reflect the County's financial ability to increase capital facility capacity, and resulting LOS, from year to year. LOS Standards may be phased to specific fiscal years in order to provide clear, unambiguous standards for issuance of development permits. Phased standards, if any, will appear in CF 1.2.

CF 5.5.4.2. LOS Standards may be applied according to the timing of the impacts of development on capital facilities. Final development permits which impact capital facilities in a matter of months are issued subject to the availability of capital facilities prior to the issuance of the building permit (except roads and transit which must be available within a maximum of 6 years of the final development permit, as defined in the implementing ordinance).

CF 5.6. Evaluation Reports. Evaluation reports will address the implementation of the goals and policies of the Capital Facilities Element. The monitoring procedures necessary to enable the completion of evaluation include:

- Review of Annual Reports of the Concurrency Implementation and Monitoring System.
- Review of Annual Updates of this Capital Facilities Plan, including updated supporting documents.

CF 5.7. Contractor Performance System. The County will develop a system of monitoring the actual performance of contractors who design or construct capital facilities for the County. The monitoring system shall track such items as actual vs. planned time schedule, and actual vs. bid cost. The performance of contractors shall be considered when the County awards contracts for capital facilities.

Essential Public Facilities

Goal 6. Provide for the siting of essential public facilities.

CF 6.1. Provision shall be made in the comprehensive plan and development regulations for siting important and essential public or quasi-public facilities of County or State-wide significance. Examples include, but are not limited to, airports, state education facilities, solid waste handling facilities, and public and private utilities.

CF 6.2. Siting requirements will be important factors in determining whether essential public facilities will be located in urban or in rural areas.

CF 6.2.1. Siting requirements for County facilities within UGAs will be jointly and cooperatively established with the municipalities.

CF 6.3. Essential public facilities should not be located in Resource Lands and Critical Areas, as defined by 17.02B, unless there is a demonstrated need and no alternative siting options are reasonable/feasible.

CF 6.3.1. Siting of essential Public Facilities within Resource and Critical Lands must be consistent with the Comprehensive Plans of the County and Municipalities and must be compatible with adjacent land use and consistent with development regulations adopted pursuant to RCW 36.70A.

CF 6.4. Essential public facilities sited outside of urban growth areas must be self-supporting and not require the extension of urban services and facilities.

CF 6.5. The siting of major energy facilities, including throughput transmission facilities, shall not be considered essential public facilities and therefore, comprehensive plans, development regulations and local policies will apply to the siting of such facilities.

CF 6.6. Essential public facilities shall not be sited in the Commercial Agriculture land use zone.

Public Services

Goal 7. Ensure that those public services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current LOS below locally established minimum standards.

CF 7.1. Promote the adopted Emergency Response Plan. The objective is to avoid duplication, foster rapid efficient communication and insure prompt delivery of emergency services.

CF 7.2. Promote the development of a comprehensive social and health service delivery program focusing on the identification of valid social and health needs and implementation of action programs.

CF 7.3. Coordinate and plan for the provision of public services, and their related facilities, in the most cost effective manner incorporating both the public and private sector.



ISLAND COUNTY COUNTY ADMINISTRATION

WORK SESSION AGENDA

MEETING DATE: 10/9/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Michael Jones, County Administrator

Amount of time requested for agenda discussion. 60 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Code Amendments

Description: Prioritize order of Code amendment items

Attachment: Master Code spreadsheet

Request: *(Check boxes that apply)*

☐ Move to Consent

☐ Move to Regular

☒ None/Informational

☐ Schedule a Public Hearing

☐ Signature Request

☐ Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

	A	B	C	D	E	F	G	H
1	DEPT	CODE SECTION	RCW	DESCRIPTION	DEPT'S	EXPLANATION OF CORRECTION OR FIX	WHY DOES IT NEED TO BE FIXED	DEPT HD INITIALS
2	PLANNING	17.02B.420.C		100, 75, 50...		100 ft., 75 ft., 50 ft...	Clarify in table that it is referencing "ft." for Standard Buffer	JKL
3	PLANNING	17.06.510.A.7		To create distinctive destinations that <u>attracts</u> people and encourages social interaction.		To create distinctive destinations that attract....	Because "destinations" is plural, then use "attract"	JKL
4	PLANNING	17.03.120		All uses within a rural center must comply with land use standards, including non-residential design landscape and screening guidelines set forth in section 17.03.180.O.		Code needs to reference 180.P	180.O is specific to Mobile/manufactured home parks; should reference 180.P for Non-residential design, landscape and screening guidelines.	JKL
5	PLANNING	17.03.150.C		Setback and height. (Reserved.)		Needs completion. Should reference setbacks in 17.03.180.S.4.a. Table for AP zone.	17.03.180.S for setback requirements." Height requirement will need to be discussed during Comp Plan update Land Use element. Could continue to say "Reserved" for height.	JKL
6	PLANNING	3.40.280.I		Need to add...		d) Properties near or adjacent to a public or current use classified land shall be designated in the bonus system and be allocated five (5) points if immediately adjacent, four (4) points if within 700 feet, and two (2) points if within 1,400 feet.	Can be rephrased. Need to look at formatting.	JKL
7	PLANNING	17.03.040		Gross floor area		Create more precise definition. The definition says we should measure to the exterior walls, and the energy code may require extensive insulation and sheathing. We may want to consider an update to say we would measure to the interior walls, or foundation or stem wall.	New definition for Gross floor area: "Gross floor area means the total area in square feet of all floors of a structure measured to the inside perimeter of the exterior walls, except..."	JKL
8	PLANNING	17.03.075 (North Whidbey); 17.03.155. Rural Village 4.; and 17.03.Appendix A - table;		Should say "Cornet Bay", not "Coronet Bay"				JKL
9	PLANNING	17.03.180.EE.6		TABLE UPDATE		The Table references code 19 which is wrong, correct code is 17		JKL
10	PLANNING	14.03A.040		Fees for fire inspections		Resolution PLG-063-93 and PLG-063-094 were completed. Never added to IC code.	ICC does not reflect fee table	JKL
11								
12	HEALTH	8.07D.370©(2)€		Enforcement code		unify the enforcement section of code for Health, mirror Planning's	Complications with enforcement	SM/2025 work
13	HEALTH			Appeals		Update code so that Appeals go to Hearing Examiner not Health Board	Appeal to proper authority	SM/2025 work
14								
15	BUDGET	2.29.030(A)	39.04.270	Electronic data processing and telecommunications systems	IT	Considering the complexity of IT systems and how those have to integrate with other Counties systems to increase productivity, control and security within the County, it is imperative to have a flexible procurement policy. For that reason we are proposing to review the use of "The alternate informal bidding procedure" where the lowest responsible bidder must be selected. The lowest bidder when it comes to IT services may not always be the best fit for the Counties needs. Want to discuss standards and how to choose best bidder, not lowest bid.	Flexible procurement policy	SG
16	BUDGET	2.29.030(B)		other services	ALL	The MRSC advises to distinguish between personal, purchased and professional A&E services and create procurement policy for different services		SG
17	BUDGET	2.30A.050	39.04.15 2 & 39.04.15 4	Small works roster	PW	Mandatory changes: RCW39.04.155 has been replaced with RCW 39.04.151, 152 and 154. Small Public works projects under \$150K should be contracted directly with small businesses	Manadatory RCW change	SG
18	BUDGET	RES C-12-23		Purchasing Authority	ALL	#3 There are purchased services missing. There is a mistake states \$5K should be \$50K. Not all contracts are submitted to the Risk Manager for review. Threshold change?	#4 #8	SG

	A	B	C	D	E	F	G	H
19	BUDGET	RES C-17-23	39.04.15 1 & 39.04.15 4	MRSC Roster- USE	PW FCL	Update needed to included recent RCW's 39.04.151, 152,154	Update needed on ROSTER	SG
20								
21								
22	HR	16.19.080(G)		Incomplete Applications	PL HE	Clean up portion of code that allows for incomplete applications.	Currently applicants can bypass planning and provide evidence in full to Hearing examiner	CR
23	HR	16.13		Hearing examiners desicion authority	PL HE	Review all areas in our code, that give Hearing examiner final decision making authority	HE does not have same authority as the Director	CR
24	HR	16.13		Hearing examiner's wide power to promulgat rules is a weakness	PL HE	Revise to putting the power back into Elected Commissioners who must ratify or approve them by ordinance.	Greatest force of LAW should be with Commissioners	CR
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