

**ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
DECEMBER 18, 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.	Public Health
9:15 a.m.	Public Works
9:30 a.m.	Facilities
10:00 a.m.	Commissioners
10:30 a.m.	Planning and Community Development

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 PUBLIC HEALTH

WORK SESSION AGENDA

MEETING DATE: 12/18/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Taylor Lawson, Deputy Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Consolidated Contract with Washington State Department of Health Contract No. CLH32052.

Description: Consolidated Contract CLH32052 with Washington State Department of Health to define the parties' joint and cooperative relationship. The contract and all subsequent Statements of Work adopted under its provisions are intended to facilitate the delivery of public health services to the people in Island County and establishes the terms for reimbursement for services funded by state and federal grants.

Attachment: Executive Summary and Contract

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: Complete

P.A. Review: Not Applicable

(Continued on next page)

DIVISION: Administrative

Agenda Item No.: 2

Subject: Social Media and Communications Agreement with Blueprint Media Am #2

Description: The purpose of this agreement is for Blueprint Agencies to provide social media and communications engagement services in support of Public Health and Human Services programs in Island County. This amendment extends the time period to June 30th, 2025, and adds an additional \$40,000 in funding.

Attachment: Executive Summary and Contract

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: Complete

P.A. Review: Not Applicable

DIVISION: Nursing

Agenda Item No.: 3

Subject: Chum Run at Fort Casey for the Healthy Island Youth Initiative program

Description: The Chum Run is an annual 5k run that is organized by the Healthy Island Youth Initiative (HIYI) Program Committee with the purpose of raising funds to support the HIYI Scholarship. This program provides scholarships to youths from families who cannot afford the registration costs of organized physical activities. This year's event is proposed to take place at Fort Casey and Island County Public Health is seeking permission to apply for a Public Use Permit at Fort Casey State Park.

Attachment: Executive Summary and Application Form

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: In process

P.A. Review: Not Applicable

Consolidated Contract with WA State Dept of Health
Contract No.: CLH32052; 2025 - 2027

- Executive Summary -
December 18th, 2024 BOCC Work Session

Summary	<p>This Contract is entered into in accordance with RCW 43.70.512, RCW 43.70.515, the general statutory powers of the Secretary of the Department of Health (DOH), including but not limited to RCW 43.70.020 and RCW 43.70.040, the general statutory powers of local health jurisdictions (LHJs), and RCW 70.05.060, RCW 70.05.070, RCW 70.08.020, and RCW 70.46.060, the authority for joint or cooperative action provided for under RCW 39.34, and any LHJ home rule charter authority.</p> <p>The purpose of this Contract is to define the parties' joint and cooperative relationship. The contract and all Statements of Work adopted under its provisions are intended to facilitate the delivery of public health services to the people in Washington State. This Contract is the result of cooperative planning efforts between the LHJ and DOH and establishes the terms for reimbursement for services funded by state and federal grants.</p>
Policy Context	The 2025 – 2027 Consolidated Contract (ConCon) aligns with existing policy and provides Island County Public Health with the funding, guidelines, and deliverables necessary to uphold IC code, to complete public health workplan items, and successfully implement sustainable equity/climate initiatives.
Fiscal Impact Is it budgeted? Cost to County? Significant risk issues? Cost of not acting?	This contract is anticipated and budgeted.
Community Impact	The ConCon provides Island County Public Health with the financial and reporting/deliverable requirements necessary to deliver essential public health services to our community.
Recommendations and Desired Outcomes	Overall Recommendation: Approve contract terms and conditions and move to consent for signature.

January 1, 2025 – December 31, 2027

CONSOLIDATED CONTRACT

Between

**STATE OF WASHINGTON
DEPARTMENT OF HEALTH**

And

Island County Public Health

Table of Contents

1.	Purpose.....	3
2.	Statements of Work	3
3.	Exhibits	3
4.	Definitions	3
5.	Funding and Billing	4
6.	Contract Management.....	5
7.	Access to Records.....	5
8.	All Writings Contained Herein.....	5
9.	Assignment	5
10.	Assurances	5
11.	Confidential Information	6
12.	Ethics and Conflict of Interest	6
13.	Debarment Certification	6
14.	Disputes	7
15.	Equipment Purchases.....	7
16.	Governing Law and Venue.....	7
17.	Independent Capacity	7
18.	Insurance.....	7
19.	Licensing, Accreditation, and Registration.....	7
20.	Maintenance of Records	7
21.	Modifications and Waivers.....	8
22.	No Third-Party Rights Created.....	8
23.	Nondiscrimination	8
24.	Order of Precedence.....	8
25.	Ownership of Material/Rights in Data.....	8
26.	Public Records Act	8
27.	Publications.....	9
28.	Responsibility for Actions	9
29.	Recapture	9
30.	Loss or Reduction of Funding	9
31.	Severability	9
32.	Subcontracts.....	9
33.	Subrecipient	9
34.	Survivability.....	9
35.	Term.....	10
36.	Termination for Convenience	10
37.	Termination for Default	10
38.	Termination Procedure	10
	Standard Federal Certifications and Assurances.....	12
	Federal Assurances – Non-Construction Programs.....	17

CONSOLIDATED CONTRACT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
(Referred to as “DOH”)
and
ISLAND COUNTY PUBLIC HEALTH
(Referred to as “LHJ”)
for
THE DELIVERY OF PUBLIC HEALTH SERVICES
FOR THE PERIOD OF

January 1, 2025 through December 31, 2027

1. Purpose

This Contract is entered into in accordance with RCW 43.70.512, RCW 43.70.515, the general statutory powers of the Secretary of the Department of Health (DOH), including but not limited to RCW 43.70.020 and RCW 43.70.040, the general statutory powers of local health jurisdictions (LHJs), and RCW 70.05.060, RCW 70.05.070, RCW 70.08.020, and RCW 70.46.060, the authority for joint or cooperative action provided for under RCW 39.34, and any LHJ home rule charter authority. The purpose of this Contract is to define the parties’ joint and cooperative relationship. The contract and all Statements of Work adopted under its provisions are intended to facilitate the delivery of public health services to the people in Washington State. This Contract is the result of cooperative planning efforts between the LHJ and DOH and establishes the terms for reimbursement for services funded by state and federal grants.

2. Statements of Work

The individual program activities, requirements, and outcomes/deliverables to be achieved by the parties under this Contract shall be mutually agreed to and issued as Exhibit A, Statements of Work, subsequent to the execution of this Contract. The LHJ shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work as set forth.

3. Exhibits

This Contract shall incorporate mutually agreed to and issued amendments throughout the Contract term, as the following Exhibits:

- Exhibit A - Statements of Work
- Exhibit B – Allocations
- Exhibit C – Federal Grant Awards Index

4. Definitions

As used throughout this Contract and unless amended for a particular Statement of Work, the following terms shall have the meanings set forth below:

“Assistance Listing Number”: The unique identifying code assigned to a federal assistance program which identifies the awarding agency.

“Budget, Accounting, and Reporting System (BARS)”: The system designed by the State Auditor's office for collecting, consolidating, and reporting financial budgeting and accounting information from all local governmental units.

“Client”: An agency, firm, organization, individual or other entity applying for or receiving services provided by the LHJ under this Contract.

“Confidential Information”: Information protected from disclosure under federal or state law.

“Contract Coordinator”: Each party’s designated contact for all notices required or permitted under this Contract.

“Contracting Officer”: The DOH Contracts and Procurement Office Director and his/her delegates within that office authorized to execute this agreement on behalf of DOH.

“Contractor”: An entity that provides goods or services to DOH and others. A contractor normally operates its business in a competitive environment, provides its goods and/or services to many different purchasers during normal business hours, and is not subject to the compliance requirements of the federal program.

“Equipment”: When used in this Contract is defined as an article of non-expendable, tangible property other than land, buildings, or fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of \$5,000 or more (State), \$10,000 or more (Federal), or as otherwise stated.

“Federal Assistance”: Assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.

“Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act)”: A federal act to make information available online so the public can see how federal funds are spent.

“Fixed Assets”: Fixed assets are property and/or equipment obtained through donation, gift, purchase, capital lease, or construction with a service life of more than one year.

“Program Contact”: Each party’s designated contact for those purposes identified in the Program Contacts List resource, respective to each Statement of Work.

“Subcontractor”: Any individual or group contracted with the LHJ to perform all or part of the services included in this Contract. This term will also apply to situations where an LHJ’s subcontractor contracts with another individual or group to perform all or part of the services included in its agreement with the LHJ.

“Subrecipient” or “Subgrantee”: A non-federal entity that receives a subaward of federal grant money or goods directly or indirectly from DOH and makes decisions regarding who can receive what federal assistance; has its performance measured against the objectives contained in the DOH agreement with the federal government; makes decisions on how to operate the program to accomplish the program goals; has the obligation to comply with federal subrecipient requirements; and/or use federal funds to carry out a program for the public purpose specified in the authorizing statute.

5. Funding and Billing

- A. DOH shall pay the LHJ for services as set forth in Exhibit A, Statements of Work, not to exceed funding amounts as detailed in Exhibit B, Allocations (as executed).

The LHJ will advise the DOH Program Contact identified for a respective Statement of Work in writing 90 calendar days prior to the end of the funded period, or as soon as practicable thereafter, if the LHJ anticipates not using all Contract funding.

- B. If the Exhibit A, Statement of Work, is supported by federal funds that require compliance with FFATA (the Transparency Act), the corresponding checkbox on the Statement of Work will be checked.
- C. Total consideration for this Contract shall be modified by mutually agreed to amendments issued on a periodic basis.

The LHJ will submit accurate and timely billings which, for clarity and consistency, will be prepared using the A19 form provided and following the instructions located on the DOH Sharepoint page for LHJs. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the Statement of Work and/or budget.

D. The LHJ will submit a DOH BARS Financial Report on a DOH-provided template by April 15th for the prior calendar year.

6. Contract Management

Unless otherwise specified in the Contract, the following individuals are the contacts (“Contract Coordinators”) for all notices required or permitted under this Contract:

LHJ Contract Coordinator:	DOH Contract Coordinator:
Name: Melissa Overbury-Howland	Name: Brenda Henrikson/Shannon May
Title: Contracts Manager	Title: Contracts Specialist
Mailing Address:	Mailing Address:
1 NE 7 th Street Coupeville, WA 98239	PO Box 47905 Olympia, WA 98504-7905
Physical Address:	Physical Address:
Same as above	111 Israel Rd SE Olympia, WA 98504-7905
Phone: 360-679-7350	Phone: 360-236-3933/360-236-3946
Email Address:	Email Address:
m.overbury-howland@islandcountywa.gov	brenda.henrikson@doh.wa.gov shannon.may@doh.wa.gov

A party may change its Contract Coordinator or its Program Contact by providing written notice to the other party. DOH Program Contacts can be found in the Program Contacts List resource.

7. Access to Records

To the extent authorized by applicable federal and state law, the parties shall provide access to records relevant to this Contract to each other, the Joint Legislative Audit and Review Committee, the State Auditor, and authorized federal officials, at no additional cost. Inspections shall occur at reasonable times and upon reasonable notice.

8. All Writings Contained Herein

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. The individuals signing this Contract, and subsequent amendments certify by their signatures that they are authorized to sign this Contract on behalf of their respective entity.

9. Assignment

Except for subcontracting as authorized in this Contract, the LHJ shall not assign or delegate, in whole or in part, this Contract or any of its rights, duties, obligations, or responsibilities, without the prior written consent of DOH’s Contracting Officer, which consent shall not be unreasonably withheld.

10. Assurances

The parties agree that all activity pursuant to this Contract shall be in accordance with all applicable current federal, state, and local laws, rules, and regulations.

The LHJ acknowledges its agreement to comply with federal certifications and assurances by signing and returning the following:

1. Standard Federal Certifications and Assurances (page 12)
2. Federal Assurances for Non-Construction Programs (page 17)

11. Confidential Information

The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. DOH and LHJ will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract must agree to protect the confidentiality of the information.

Either party to this Contract may designate certain Confidential Information as “Confidential Information/Notice Requested.” The designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. If a third-party requestor seeks information that has been marked “Confidential Information/Notice Requested,” notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

DOH and LHJ agree to establish, document, and maintain security practices and safeguards consistent with state and federal laws, regulations, standards, and guidelines to prevent unauthorized access, use, or disclosure of Confidential Information in any form. In accordance with federal and state contracting requirements, DOH may monitor, audit, or investigate LHJ management of Confidential Information relating to this Contract. Working together, the LHJ and DOH may use any and all tools available to track Contract related Confidential Information.

If one of the parties becomes aware of an actual or suspected breach of confidentiality, that party will promptly notify the Contract Coordinator for the other party of the facts. The parties will work within their respective organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

12. Ethics and Conflict of Interest

Both parties and their officers shall comply with all ethics laws and procurement standards applicable to their activities under this Contract, including RCW 42.23 and RCW 42.52, and 2 CFR 200.318, and as subsequently amended. The LHJ must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subcontracts. The LHJ must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a subcontract supported by a grant award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the LHJ may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with Chapter 39.26.020 RCW. However, LHJ may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the LHJ.

If a violation occurs and is not cured within a reasonable time after notice, the other party shall have the right to terminate this Contract. This section is expressly subject to section 14. Disputes, in this Contract.

13. Debarment Certification

The LHJ, by signing this Contract, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters. The LHJ will notify DOH of any such events that may occur during the term of the Contract.

14. Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in good faith in non-binding mediation. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service located in Washington State that selects a qualified mediator for the parties. Each party shall bear its own costs for mediation and each party shall contribute equally to the mediator's fee, if any. The parties agree that mediation shall precede any action in a judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. Equipment Purchases

Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using federal funds, in whole or in part, shall be the property of the LHJ. The use, management and disposal of the equipment must comply with federal requirements. These requirements are found in the Office of Management and Budget's (OMB's) Uniform Guidance, Title 2 Code of Federal Regulations Part 200 (2 CFR 200) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or are included in the federal funding agency's regulations. Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using non-federal funds, in whole or in part, shall be the property of the LHJ unless noted otherwise in the respective Statement of Work.

16. Governing Law and Venue

The laws of the state of Washington govern this Contract, venue shall be proper only in Thurston County, Washington.

17. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

18. Insurance

The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverages sufficient to cover obligations under this Contract. Each party shall pay for losses for which it is found liable. The LHJ agrees to require all subcontractors to maintain insurance in types and with limits as may be determined by the LHJ and/or its risk manager, unless the LHJ and DOH agree otherwise.

19. Licensing, Accreditation, and Registration

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

20. Maintenance of Records

Each party to this Contract shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by it. All books, records, documents, and other material relevant to this Contract will be retained for six (6) years after expiration unless otherwise required for longer period. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Each party will use reasonable security procedures and protections to ensure that records and documents provided by the other party are not erroneously disclosed to third parties. Both parties agree to continue protecting records in accordance with Section 11. Confidential Information, until such time as the information is destroyed in accordance with applicable state and federal records retention laws.

21. Modifications and Waivers

This Contract, or any term or condition, may be modified only by a written amendment signed by the DOH Contracting Officer and the authorized representative for the LHJ. Either party may propose an amendment. However, any state or federal law, regulation, or grant funding requirement, including anything amended after the fact, that must be included in order to receive or expend the grant funding is hereby incorporated by reference, and may be documented by letter amendment from DOH to the LHJ.

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy provided under this Contract shall not constitute a waiver. No provision of this Contract may be waived by either party except in a writing signed by the DOH Contracting Officer or the authorized representative of the LHJ.

22. No Third-Party Rights Created

This Contract, or any program hereunder, is entered into solely for the benefit of the two parties thereto and shall not be construed as giving rise to any right, remedy or expectancy of any kind or nature on the part of any third party.

23. Nondiscrimination

During the performance of this Contract, the LHJ and DOH shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of the LHJ's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, and the LHJ may be declared ineligible for further contracts with DOH. The LHJ shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

24. Order of Precedence

In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes, and local laws, rules, regulations, and funding requirements.
- Terms and conditions of this Contract.
- Statements of Work.
- Any other provisions of this Contract, including other materials incorporated by reference.

25. Ownership of Material/Rights in Data

Records and other documents relevant to this Contract, in any medium, furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. Data which is delivered under the Contract shall be transferred to DOH with a nonexclusive, royalty-free, perpetual, irrevocable license to publish, translate, reproduce, modify, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the LHJ has a right to grant such a license. The LHJ shall exert all reasonable effort to advise DOH, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. DOH shall receive prompt written notice of each notice or claim or copyright infringement received by the LHJ with respect to any data delivered under this Contract. DOH shall have the right to modify or remove any restrictive markings placed upon the data by the LHJ, provided that if DOH modifies or removes such markings without the LHJ's approval, it assumes all liability for doing so.

26. Public Records Act

Notwithstanding Sections 11 or 18, the parties to this contract are public bodies subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by a public body or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Contract is not intended to alter any party's obligations under the PRA. The parties agree that if one party receives a public records request (receiving party) for files that may include confidential information under General Terms and Conditions Section 11 (Confidentiality/Safeguarding of Information), the receiving party will notify the other party of the request and of the

date that the records will be released to the requester unless the other party obtains a court order enjoining disclosure. If the other party fails to obtain the court order enjoining disclosure, the receiving party may release the requested information on the date specified. If the other party obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, the receiving party shall maintain the confidentiality of the information per the court order.

27. Publications

Any program reports, articles, and publications that result from information gathered through use of state and federal funds must acknowledge receiving support from DOH and/or the appropriate federal agencies. Correspondingly, such documents resulting from information gathered through use of local funds must acknowledge receipt of such local support.

28. Responsibility for Actions

Each party to this Contract shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Contract. Neither party to this Contract will be responsible for the acts and omissions of entities or individuals not party to this Contract. DOH and the LHJ shall cooperate in the defense of tort lawsuits, when possible.

29. Recapture

In the event that the LHJ fails to perform this contract in accordance with state or federal laws, and/or the provisions of this Contract, DOH reserves the right to recapture funds in an amount to compensate DOH for the noncompliance, including the amount of any grant funds administered pursuant to this contract.

30. Loss or Reduction of Funding

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may elect to suspend or terminate the contract, in whole or in part, under the "Termination for Convenience" clause with a ten (10) business day notice to LHJ, to the extent possible, subject to renegotiation at DOH's discretion under those new funding limitations and conditions.

31. Severability

If any term or condition of this Contract is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Contract, provided, however, that the remaining terms and conditions can still fairly be given effect.

32. Subcontracts

Unless specifically noted as not allowable within a Statement of Work, the LHJ may subcontract any or all the services or other obligations specified in this Contract. The LHJ will require the subcontractor to comply with all the applicable terms and conditions of this Contract, including all terms, conditions, certifications, and assurances. The LHJ agrees it is responsible for assuring adequate performance on the part of the subcontractor.

The parties agree that all subcontractors must be responsible for any liabilities created by their actions or omissions. In the event DOH, LHJ, and subcontractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission, then each entity shall be responsible for its proportionate share.

33. Subrecipient

For those activities designated as "subrecipient" in Exhibit A, Statements of Work, the LHJ must comply with applicable federal requirements, including but not limited to OMB's Uniform Guidance at 2 CFR 200, Subparts D (Post Federal Award Requirements), E (Cost Principles) and F (Audit Requirements), and program specific federal regulations, and as any of these requirements may subsequently be amended. If the LHJ expends \$1,000,000 or more in federal grants or awards from all sources, it is responsible for obtaining the required single audit.

34. Survivability

The terms and conditions contained in this Contract, which by their sense and context are intended to survive the expiration of the Contract, shall survive. Surviving terms include, but are not limited to: Access to Records, Confidential

Information, Disputes, Responsibility for Actions, Maintenance of Records, Ownership of Material/Rights in Data, Subcontracts, Recapture, Termination for Convenience, Termination for Default, and Termination Procedure.

35. Term

This Contract will be in effect following execution by the parties from January 1, 2025 through December 31, 2027, unless terminated earlier as provided herein.

36. Termination for Convenience

Except as otherwise provided in this Contract, either party may terminate or suspend this Contract, or any program hereunder, for convenience by providing at least thirty (30) days' advance written notice to the other party.

If DOH elects to suspend the Contract, in whole or in part, LHJ shall stop work as of the effective date of DOH's written notice of suspension. During suspension, each Party will reasonably notify the other of any conditions that may affect resumption of performance. Upon DOH's written notice to resume performance, LHJ shall resume work unless the LHJ provides notice to DOH that services cannot be resumed. If LHJ cannot resume performance, the Contract or affected Exhibit A, Statement of Work, will be deemed terminated upon the date the LHJ received notice to suspend performance.

37. Termination for Default

(a) In the event of a default by either party under this Contract, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Contract, or any program hereunder, if the default is not cured within thirty (30) days of the date of the notice, or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Contract is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

(b) A disputed termination for default is expressly subject to the Disputes section of this Contract.

38. Termination Procedure

Upon termination DOH may require the LHJ to deliver to DOH any non-LHJ-owned equipment, data, or other property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

DOH shall pay to the LHJ the agreed upon price, if separately stated, for completed work and services accepted by DOH. In addition, DOH shall pay the amount determined by DOH's Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by DOH, and (d) the protection and preservation of the property. Disagreement by the LHJ with the determination of DOH's Contracting Officer that relates to the obligations or amounts due to the LHJ shall be considered a dispute within the meaning of the "Disputes" clause of this Contract. DOH may withhold from any amounts due the LHJ for such completed work or services such sum as DOH's Contracting Officer reasonably determines to be necessary to protect DOH against potential loss or liability. The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a written notice of termination, the LHJ shall:

- Stop work under the Contract on the date and to the extent specified in the notice.
- Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete such portion of the work not terminated.
- Assign to DOH, to the extent reasonably directed by DOH's Contracting Officer and to the extent that the LHJ has the legal right to do so, all of the right, title, and interest of the LHJ under the orders and subcontracts in which case DOH has the right, at its reasonable discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of DOH's Contracting Officer to the extent he/she may reasonably require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to DOH and deliver, as reasonably directed by DOH's Contracting Officer, any property which, if the Contract had been completed, would have been required to be furnished to DOH.
- Complete performance of such part of the work not terminated by DOH's Contracting Officer; and,
- Take such action as may be necessary, or as DOH's Contracting Officer may reasonably direct, for the protection and preservation of the property related to this Contract, which is in the possession of the LHJ, or its subcontractors, and in which DOH has or may acquire an interest.

IN WITNESS WHEREOF, the parties have executed this Contract.

ISLAND COUNTY PUBLIC HEALTH	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature: {{Sig_es_signer1:signature}}	Signature: {{Sig_es_signer2:signature}}
Title: {{Ttl_es_signer1:title}}	Title: {{Ttl_es_signer2:title}}
Print Name: {{N_es_signer1:fullname}}	Print Name: {{N_es_signer2:fullname}}
Date: {{Dte_es_signer1:date}}	Date: {{Dte_es_signer2:date}}

Standard Federal Certifications and Assurances

Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health, including but not limited to Exhibit A Statements of Work designated as “subrecipient”

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
- B. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The Dangers of drug abuse in the workplace.
 - 2) The contractor’s policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above.
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E. Notifying the agency in writing within ten (10) calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
 Department of Health – Office of Financial Services
 PO Box 47901
 Olympia, WA 98504-7901

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of the application form.)

- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List of excluded parties at <https://sam.gov/content/home>.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph F. of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- A. The contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and
 - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL {{Sig_es_ :signer1:signature}}	TITLE {{Ttl_es_ :signer1:title}}
PLEASE PRINT OR TYPE NAME: {{N_es_ :signer1:fullname}}	DATE {{Dte_es_ :signer1:date}}

Federal Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired because of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit requirements in OMB Uniform Guidance at 2 CFR 200, Subpart F, and any subsequent amendment.
18. Will comply with 2 CFR 200.216, and any subsequent amendment – Prohibition on certain telecommunications and video surveillance services or equipment.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL [[Signer_Signed_Signature]]	TITLE [[Title_Signed_Title]]
PLEASE PRINT OR TYPE NAME: [[Name_Signed_Fullname]]	DATE [[Date_Signed_Date]]

PURCHASE TO PROVIDE SOCIAL MEDIA AND COMMUNICATIONS SERVICES BETWEEN ISLAND COUNTY AND BLUEPRINT AGENCIES

- Executive Summary -

December 18th BOCC Work Session

Summary What is this? What are we trying to solve?	In response to an RFP in 2023 to engage a contractor in social media and communications work, Island County Public Health contracted with Blueprint Agencies to enhance Public Health and Human Services communications. This amendment extends the time period to June 30th, 2025 and adds an additional \$40,000 in funding.
Policy Context Does it align with existing policy? Raise policy concerns? Reviewed from equity/climate point of view? How does IC code connect? Alignment with workplan? Cross-dept coordination?	<p>Public Health communications is one of the 10 Essential Public Health Services, specifically looking at communicating effectively to inform and educate the public.</p> <p>Our work with Blueprints allows for cross-department collaboration with Human Services and other Departments, as needed. It promotes equity in assuring more individuals can access health information in an easily accessible and timely manner.</p> <p>From the climate and equity perspective, our work with Blueprint promotes environmental stewardship, prevention and wellness, and access to information to promote informed decision making for all individuals who receive services and support through the health department.</p>
Fiscal Impact Is it budgeted? Cost to County? Significant risk issues? Cost of not acting?	This is budgeted from our Foundational Public Health Services fund.
Community Impact Impact on community? Who is considered? Was there outreach? Which stakeholders?	<p>Blueprint communication strategies foster trust through consistent and accessible information presented through multiple platforms, including our website, social media, and print materials.</p> <p>Whether it be emerging health concerns, upcoming health events, home and environmental safety, or tips for living a healthy lifestyle, the communication strategy that we have developed with Blueprints aims to meet the needs and interests of all members of our community.</p>
Recommendations and Desired Outcomes	Overall Recommendation: Approve contract amendment and move to consent

PURCHASE TO PROVIDE SOCIAL MEDIA AND COMMUNICATIONS SERVICES BETWEEN
ISLAND COUNT AND BLUEPRINT AGENCIES
Amendment #2

1. **PURPOSE:** The purpose of this agreement is for Blueprint Agencies to provide social media and communications engagement services in support of Public Health and Human Services programs in Island County. This amendment extends the time period to June 30th, 2025 and adds an additional \$40,000 in funding. Amendments are in red.
2. **RESPONSIBILITIES:**

Island County will:

- A. Provide a funding amount of \$40,000 for the period of performance.
- B. Have Island County staff provide topics and materials of interest, and collaborate with Blueprint Agencies on timely responses with the public.
- C. Allocate staff time for the Island County Communications Manager to assist in developing social media strategies, as well as department leadership as assigned. Collaboratively develop a review procedure and approval process.
- D. Provide access to Meta, Nextdoor, Canva accounts for Blueprint to use.

Blueprint Agencies will:

- A. Develop a social media strategy, including:
 - i. Define target audience and demographics for public health messaging.
 - ii. Create a comprehensive social media strategy aligned with public health goals, in coordination with Island County Communications Manager.
 - iii. Liaise with our Assessment team to engage with the public and garner an enhanced understanding of our Island residents preferences when it comes to ways of accessing information.
 - iv. Develop a content calendar for regular posting.
 - v. Identify key performance indicators (KPIs) to measure the success of the social media engagement, including: Increased website and forms traffic, directed from social media sources and positive engagement such as shares, likes, peer-to-peer discussion, and open inquiry.
- B. Create and post content. This includes:
 - i. Creating engaging and informative social media content related to services and programs, working collaboratively with subject matter experts and County leadership.
 - ii. Transforming research/studies into mass distribution material such as infographics, dynamic posts, and easily digestible media.
 - iii. Ensure regular and timely posting across various social media platforms.
 - iv. Monitor comments and inquiries on social media platforms and coordinate with staff and Island County Communications Manager. Only Island County staff will respond to inquiries on social media platforms.
 - v. Produce printed copy and video templates and compile a series of social media kits for staff to use.
- C. Coordinate with Local Health Agencies:
 - i. Collaborate with local health agencies to promote their services and programs through social media.
 - ii. Establish partnerships with relevant community organizations to enhance outreach.
 - iii. Develop shared campaigns with local health agencies and community organizations.
- D. Public Outreach and Awareness Campaigns:

- i. Develop and execute public health awareness campaigns using social media platforms.
 - ii. Create and distribute educational materials and resources through social media channels.
 - iii. Utilize social media advertising to target specific populations based on needs of specific program, including low-income populations, Hispanic/Latino communities, and people experiencing challenges accessing social drivers of health. Work with Assessment team and program management to identify target populations for different campaigns.
- E. Training and Capacity Building:
 - i. Provide training to subject matter staff on social media best practices and strategies.
 - ii. Build the capacity of Island County Public Health and Human Services to continue effective social media engagement independently.
- F. Monitoring and Reporting:
 - i. Monitor the performance of social media campaigns and adjust strategies as needed.
 - ii. Provide regular reports on social media engagement metrics and outcomes.
- G. Website Audit and Design
 - i. Audit the user experience of Public Health and Human Services webpages
 - ii. Provide feedback on enhancing user experience and accessibility
 - iii. Together with Public Health staff, assist in implementing key changes to improve website use.
 - iv. Assist with the Wheel of Health web-based app project to further improve access to community health resources
- H. Comply with all applicable Federal and State requirements that govern this agreement.

3. **TERM OF AGREEMENT:** The start date of this amended agreement is January 1st, 2025 therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30th, 2025.

4. **EXTENSION:** The duration of this agreement may be extended by mutual, written consent of the parties.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party:

Island County's representative shall be:

Melissa Overbury-Howland – M.Overbury-Howland@islandcountywa.gov

Island County Public Health

1 NE 6th ST, Coupeville WA 98239

(360) 914-0837

BLUEPRINT AGENCIES representative(s) shall be:

Cecily Doyle - cecily@blueprintagencies.com

10 Scott Avenue, Paris, ON. N3L 3R, Canada

(519)-442-1242

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold harmless the other party from any such liability. It

is further provided that no liability shall attach to Island County by reason of entering into this agreement, unless expressly provided herein. See complete Insurance and Indemnification information in Exhibit A.

8. **TERMINATION:** Any party hereto may terminate this agreement upon (30) day notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
9. **CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS:** The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
10. **SEVERABILITY:** In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
11. **ENTIRE AGREEMENT:** This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
12. **OTHER PROVISIONS:** BLUEPRINT AGENCIES will comply with all applicable Federal and State requirements that govern this agreement.
Each signatory below to this Agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter the agreement and to bind the party thereto.

ISLAND COUNTY:

Commissioner Johnson, Chair, Board of Island County Commissioners Date

BLUEPRINT AGENCIES:

Cecily Doyle, President, Blueprint Agencies Date

Exhibit A

I. INDEMNIFICATION

To the fullest extent permitted by law, BLUEPRINT AGENCIES shall indemnify, defend, and hold harmless Island County, all officials, agents, and employees of Island County, from and against all claims arising out of or resulting from the performance of the agreement.

"Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. BLUEPRINT AGENCIES' obligation to indemnify, defend, and hold harmless includes any claim by BLUEPRINT AGENCIES agents, employees, representatives, or any subcontractor to its employees.

BLUEPRINT AGENCIES expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to BLUEPRINT AGENCIES or any subcontractor's performance or failure to perform the agreement. BLUEPRINT AGENCIES' obligation to indemnify, defend, and hold harmless Island County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Island County or its agents, agencies, employees, and officials.

II. INSURANCE

Prior to the commencement of services under this agreement, BLUEPRINT AGENCIES shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. BLUEPRINT AGENCIES shall maintain at BLUEPRINT AGENCIES' sole expense unless otherwise stipulated, the following insurance coverages, insuring BLUEPRINT AGENCIES employees, agents, designees, and indemnities as required herein:

1. BLUEPRINT AGENCIES shall not commence work under this agreement until BLUEPRINT AGENCIES has obtained all insurance required under this paragraph and such insurance has been approved by the County.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and workmen compensation to be maintained by BLUEPRINT AGENCIES shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. BLUEPRINT AGENCIES Insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees, or volunteers shall be in excess of the Agency's insurance and shall not contribute to it.
3. BLUEPRINT AGENCIES shall maintain, during the life of the agreement, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect BLUEPRINT AGENCIES from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this agreement whether such operations be by BLUEPRINT AGENCIES or by anyone directly employed by or contracting with BLUEPRINT AGENCIES.

Specific limits required:

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations

\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states The BLUEPRINT AGENCIES General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

4. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.
5. BLUEPRINT AGENCIES shall maintain, during the life of this agreement, Business Automobile Liability Insurance(CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect BLUEPRINT AGENCIES from claims which may arise from the performance of this agreement, whether such operations be by BLUEPRINT AGENCIES or by anyone directly or indirectly employed by BLUEPRINT AGENCIES. Covered auto shall be designated as "Symbol 1" any auto.
6. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
7. BLUEPRINT AGENCIES shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. BLUEPRINT AGENCIES shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
8. Industrial Insurance Waiver - With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, BLUEPRINT AGENCIES expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of BLUEPRINT AGENCIES against the County. This waiver is mutually negotiated by the parties to this Agreement.
9. Professional Liability Insurance - Prior to the start of work, BLUEPRINT AGENCIES will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and

in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made from coverage shall be maintained by BLUEPRINT AGENCIES for a minimum of three (3) years following the termination of this agreement, and BLUEPRINT AGENCIES shall annually provide the County with proof of renewal.

10. Subcontractors - BLUEPRINT AGENCIES shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein. **NOTE TO DEPARTMENTS: Limits of insurance may vary depending on individual contracts.**

Chum Run at Fort Casey for the Healthy Island Youth Initiative Program

- Executive Summary -

December 18th BOCC Work Session

<p>Summary</p> <p>What is this? What are we trying to solve?</p>	<p>Island County Public Health (lead agency) and South Whidbey Parks and Aquatics Foundation (fiscal sponsor) have partnered with South Whidbey Parks and Recreation District (historically), Coupeville School District and North Whidbey Pool, Parks and Recreation District to provide scholarships to youths from families who are unable to afford the registration costs of organized physical activities.</p> <p>The Chum Run is an annual 5k run that is organized by the Healthy Island Youth Initiative (HIYI) Program Committee with the purpose of raising funds to support the HIYI Scholarship. Historically, this run has been held at the South Whidbey Community Park, with the support of South Whidbey Parks and Recreation District (SWPRD). This year, the SWPRD is unable to host the Chum Run at the Community Park, which has led us to find a new venue for the run. The proposed solution is to apply for a Public Use Permit at Fort Casey State Park. The run will continue to be organized with the support the HIYI committee, including SWPRD.</p>
<p>Policy Context</p> <p>Does it align with existing policy? Raise policy concerns? Reviewed from equity/climate point of view? How does IC code connect? Alignment with workplan? Cross-dept coordination?</p>	<p>The Chum Run is an existing activity that Island County Public Health has been helping to organize for multiple years. There are no policy concerns at this time.</p> <p><u>Equity Lens</u></p> <ul style="list-style-type: none"> • The purpose of the HIYI scholarship is to eliminate financial barriers that are limiting a youths ability to engage in extracurricular activities – primarily those that promote exercise and play. • The HIYI scholarship is open to all Island County youth (Whidbey and Camano) • The Chum run is open to all ages and abilities and encourages participants to run/walk at their own pace. The course is reviewed to ensure that safety and access are the top priorities. <p><u>Climate Lens</u></p> <ul style="list-style-type: none"> • Creating opportunities to engage in physical activities, both through the Chum Run and the HIYI scholarship, increases community connection, promotes physical activity and environmental stewardship, and directly supports our local parks and green spaces.
<p>Fiscal Impact</p> <p>Is it budgeted? Cost to County? Significant risk issues? Cost of not acting?</p>	<p>Overall, the cost of the Chum Run is minimal. Staff time is accounted for in the budget as this is an ongoing work plan item for the staff involved. The cost of the application is \$50 and is budgeted.</p> <p>The primary potential risk involves the use of the Island County Liability Insurance for this event.</p>
<p>Community Impact</p> <p>Impact on community? Who</p>	<ul style="list-style-type: none"> • Youth health and well-being (both physical and mental) are high priorities in our community. Each year, we have seen both the Chum Run and the HIYI Scholarship directly involve and support youth in our community. Access to opportunities for social connection and engagement in physical

is considered? Was there outreach? Which stakeholders?	activity are a few of the direct benefits of these efforts as it relates to youth and families.
Recommendations and Desired Outcomes	Overall Recommendation: Approve the request to complete the Public Use Permit Application and use of the County's Liability Insurance and move to consent for signature by the Chair of the Board.

**PUBLIC USE PERMIT APPLICATION****PARK USE ONLY**

Date Received at Park:

Mark All That Apply:

☐ Special Activity ☐ Film/Still Photography ☐ Remote Controlled Aircraft

Submit application a minimum of 60-days prior to activity date to ensure adequate time for review.

APPLICANT INFORMATION

Organization Name:

Primary Contact Name (If film, list Producer, Production Manager, and Location Manager):

Day Time Phone Number:

Cell Phone Number:

E-Mail Address:

Mailing Address (Street):

City:

State:

Zip Code:

On Site Contact Name (*If Different Than Above*):

On Site Contact Information:

DATE, TIME, AND LOCATION (For All Activities Except Still Photography – see p. 2)

Date(s) of Activity**:

From: To:

Group Size: ____

Time of Activity (*Include Setup / Teardown Time*): Except group camping, events must end one half hour before park closing.From: ☐ AM ☐ PM To: ☐ AM ☐ PM**If **setup and teardown** occur before/after actual event date, list here.Setup Date: Time: ☐ AM ☐ PM To: ☐ AM ☐ PMTeardown Date: Time: ☐ AM ☐ PM To: ☐ AM ☐ PMPark name and location within park (*indicate location on a map*). A complete list of Parks can be found at: <https://parks.wa.gov/find-parks>

If trail, designate mile post markers for public start / stop:

PUBLIC USE EVENT DETAILS (All Activities)

Name of Activity/Production (if applicable):

Website (if applicable):

Description of Activity (include if any ground disturbing activities, proximity to the closest body of water or wetland area, production schedule, flight plan, including elevation and maximum speed of Remote-Controlled Aircraft):

Special Equipment (provided by applicant) to be used (e.g. temporary structures, course markings, speaker stands, benches, sound amplifiers, etc.):

Special Facilities or Systems (provided by applicant) to be used to respond to health, cleanup, etc. (e.g., emergency first aid, additional sanitation/refuse collection facilities, etc.):

Specify Arrangements for Crowd or Traffic Control:

Additional Activity Requested (include staging areas needed, restriction of public access during activity, public displays):

ALCOHOLIC BEVERAGES (If Applicable)	
Will alcoholic beverages be served? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will alcoholic beverages be sold? <input type="checkbox"/> Yes <input type="checkbox"/> No
If alcohol is served or sold, how will it be managed? <i>State and Local law and permits apply, see http://lcb/licensing/licensing-services.</i>	
SALES, CONCESSIONAIRES, AND VENDORS (If Applicable)	
Will activity include third party concessionaires or vendors? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many?	Will permittee be selling merchandise or items? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:
If yes, you must review the language below and check one of the boxes regarding liability insurance. If you have any questions, please contact the park. INSURANCE: The Event Coordinator/Permittee shall have available a valid Certificate of Insurance on site for the duration of the event. Insurance must adhere to the following: <ol style="list-style-type: none"> 1. Shall maintain all risk property insurance covering exhibitor's own property and property of others in the exhibitor's care, custody and control. 2. Shall maintain bodily injury and property damage insurance coverage including contractual liability, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and shall name Washington State Parks and Recreation Commission, PO Box 42650, Olympia, WA 98504-2650 as Additional Insured under the policy. 3. Insurance must be valid for the term of the use permit and signed by the insurance broker as evidence of coverage required herein one of the two choices below (Mark one): <div style="margin-left: 20px;"> <input type="checkbox"/> The Event Coordinator/Permittee will cover all temporary vendors under their policy and attests to this with their final signature on the permit application. <input type="checkbox"/> The Event Coordinator/Permittee guarantees that all temporary vendors are covered by their own valid insurance policies and attests to this with their final signature on the permit application. </div>	
TYPE OF PRODUCTION (Film/Photography Only)	
Filming Activities <input type="checkbox"/> Feature Film <input type="checkbox"/> Television <input type="checkbox"/> Commercial Advertisement <input type="checkbox"/> Other	Still Photography Activities <input type="checkbox"/> Catalog Photography <input type="checkbox"/> Still Photography (3 or more paid staff) <input type="checkbox"/> Still Photography – Annual (2 or less paid staff)
Total number of Film & Photography Crew: _____ Total number of Film & Photography Vehicles on site: _____	
SITE REFERENCES (Film Only)	
<i>List two recent site references:</i>	
Location:	Location:
Contact:	Contact:
Phone Number:	Phone Number:
E-Mail Address:	E-Mail Address:
FLIGHT DETAILS (Remote Controlled Aircraft Only)	
Purpose of request and acknowledgment of compliance: <div style="margin-top: 10px;"> <input type="checkbox"/> Recreational: (the applicant acknowledges they will follow community-based safety guidelines for the operation of an unmanned aircraft system and Public Law 112-95, Section 336-Special Rules for Model Aircraft). <input type="checkbox"/> Work/Business: (the applicant acknowledges they will comply with FAA operating rules and 14 CFR Part107). </div>	
Flight Plan with Map: Please attach as an addendum to this application Proposed Elevation: _____ Maximum Air Speed: _____ Aircraft weight: <input type="checkbox"/> Less Than 0.55 LBS <input type="checkbox"/> 0.55 – Less Than 55 LBS <input type="checkbox"/> 55 LBS or over requires proof of FAA operational approval	

TERMS AND CONDITIONS (All Activities)

PROHIBITED ACTIVITIES: Activities having the potential to significantly impact alter or damage park resources are prohibited. The following are also prohibited: (1) altering, damaging or removing vegetation, park property, or park facilities, (2) vehicle use off established roads and parking areas, (3) use of insecticides, herbicides, or pesticides, (4) loud noises (160 decibels or higher), between 10:00 p.m. and 6:30 a.m., (5) smoking in buildings, on boardwalks, or in vegetated areas, (6) disrobing in public or nudity, (7) use of meadow areas except on trails or already disturbed areas as determined by State Parks, not the Permittee, (8) harassment of wildlife (filming of wildlife is permitted if there is no disturbance, feeding, teasing, or manipulation of resident or free-roaming animals). The use of domesticated dogs and cats is permitted if humane treatment is accorded the animal at all times and State Park regulations are strictly observed. For example, domesticated animals must be under physical control at all times. Wildlife captured elsewhere may not be used in any in-park filming, whether trained or not. Animals may not be tethered to trees at any time.

ACCESS: State Parks authorized representative shall be the area manager and/or their designee. This representative shall have access to, from, and over the premise at all times.

USE AREA: The specific extent of the use area shall be subject to the approval of the area manager or their designee and may be adjusted at their discretion. Special activities will be conducted only in approved locations and/or facilities noted in the Special Activity Permit.

ASSUMED RESPONSIBILITY: The Permittee assumes responsibility for all activities conducted by Permittee in the performance of the Permit, including but not limited to negligent supervision and control of the activities to prevent injury or damage. Permittee shall maintain the cleanliness of all the use area during the Permittee's use including cleanup of litter and debris. Permittee shall provide surveillance and security to preserve order.

RULE COMPLIANCE: The Permittee and its officers, agents, and employees shall comply with all applicable codes, rules, regulations, and laws, including compliance with all Discover Pass requirements, and any lawful order of the area manager or designee.

ADDITIONAL PERMITTING: Permittee shall obtain and keep in force all additionally required permits, licenses, permissions, consents, and approval required by governmental agencies or third parties in connection with activities performed under the Permit. Application for permits shall be at the sole risk, cost, and expense of the Permittee. Permittee is solely responsible for determining what permits are required and obtaining required permits.

HOLD HARMLESS:

Non-WA State Governmental Entities:

It is understood and agreed by State Parks and the Permittee that the Permit is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Permit. Each party hereto agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, or hold the other party harmless for any such liability. In the case of negligence of both State Parks and the Permittee, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

Or

WA State Governmental Entities:

The Permittee shall hold harmless and defend (such defense will be provided at the sole discretion of the office of the Attorney General of the State of Washington, and only as permitted by law and as covered by the Permittee's coverage under the State of Washington self-insurance Liability Program and the Tort Claims Act (RCW 4.92. et seq.) State Parks from any and all liability arising out of any actual or alleged claims, losses, or lawsuits resulting from the negligent act and/or omission of the Permittee, its officers, agents, and employees acting within the scope of their official duties, in its/their use of the premises.

DAMAGES: Any damages to property of State Parks caused by the Permittee while acting under the Permit shall be repaired at the Permittee's expense. Any such damages not repaired to the satisfaction of State Parks may be repaired by State Parks and the costs thereof charged to the Permittee.

NATURAL AND CULTURAL RESOURCES: Geological and archaeological resources must not be disturbed. No materials, adhesives, paints, etc. may be used on any of these park resources. No devices may be driven into the rocks, or cliff areas. Any damage to park resources may result in closing the area to future activities.

INSURANCE: The Permittee agrees to provide a certificate of insurance in the amount of \$1,000,000 general liability and \$1,000,000 personal injury naming State Parks as an additional insured or show evidence of insurance for WA State self-insured governmental entities.

BONDS AND DAMAGE DEPOSITIS: State Parks may require the Permittee to post a bond or damage deposit payable to State Parks in an amount sufficient to cover any potential damages to park resources or facilities that may occurring during or as a result of the activity.

FEES: In addition to the application fee, facility and other additional fees (copy attached) may be required and are due and payable to State Parks upon signature of the Permit.

ALCOHOL: Permittee agrees that alcohol will only be allowed by permission of State Parks and recognizes and will ensure compliance with the limitations imposed by the State Law on the use of alcoholic beverages, especially no dispensing to or use of alcoholic beverages by minors.

COMMERCIAL ACTIVITIES: If a Permittee or its officers, agents, and employees is selling merchandise, no additional permit will be required except those permits required when selling food items. If an outside vendor will be selling goods and services, then an approved Commercial User Permit/ Temporary Vendor Permit will be required for each vendor along with the appropriate permit fees.

MOTOR VEHICLES: The Permittee agrees to abide by all motor vehicle laws of the state of Washington. The Permittee shall describe any proposed activity that would result in the operation of a vehicle outside of the motor vehicle laws in the general description portion of the permit.

PERMIT DISPLAY: The Permittee shall have a copy of the Permit in their possession at the time of the activity and display upon request of the Area Manager and/or their designee.

CHECK-OUT REQUIREMENTS: Before leaving the park, the Permittee or his/her representative will make arrangements for an inspection of the assigned area by the Area Manager or the Area Manager's representative to insure, if in the judgement of the Area Manager/representative that the area is left in a clean and orderly condition.

PERMIT ASSIGNMENT: The Permit is non-transferable and non-assignable. Any attempt to transfer or assign an issued permit shall cause immediate cancellation of the Permit.

CLOSURES: The Permittee is not allowed to conduct activities or have access to areas not generally accessible to the general public, unless specific written approval is received from State Parks. No activities will be permitted during periods of extreme weather conditions, fire danger, or fire closure.

CANCELLATION OF PERMIT: Notwithstanding the issuance of the Permit, State Parks reserves the right to and may at any time cancel the Permit for any of the following reasons: (1) if there is clear danger to public health and safety; (2) if, in the opinion of State Parks' representative, the activity requested represents an unreasonable threat to park resources, facilities, or wildlife; (3) if it is determined that supervisory requirements for the proposed activity will place unreasonable burdens on staff capacity, irrespective of the Permittee's willingness to pay supervisory costs; (4) if the proposed activity would unduly conflict with visitors' normal use of the park; (5) if Permittee(s) enter areas closed to the general visiting public, or allow activities not permitted to the average visitor except for cooperative activities as an agent of State Parks. The Permit may also be cancelled by State Parks without notice if the terms of the permit are violated. Deliberate infractions of the terms of the permit or the deliberate making of false or misleading statements concerning intended actions in order to obtain a permit are causes for immediate cancellation of the permit and cause for possible prosecution. The Permit may be cancelled by State Parks if the location is changed and/or expanded without the written permission of State Parks. Reimbursement for services performed by State Parks and not otherwise paid for by the Permittee prior to the effective date of such cancellation shall be as State Parks reasonably determines. Any revocation of the Permit may result in denial of future use by the same Permittee in any State Park facility.

WAIVER OF RIGHTS: State Parks' failure to insist upon the strict performance of any provision of the Permit or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under the Permit.

GOVERNING LAW: The Permit shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the state of Washington. Venue for any suit between the parties arising out of the Permit shall be the Superior Court of Thurston County, Washington.

SEVERABILITY: In the event any term or condition of the Permit or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Permit which can be given effect without the invalid term, condition, or application. To the end, the terms and conditions of the Permit are declared severable.

GENERAL CONDITIONS (For Film/Photography & Remote-Controlled Aircraft)

Washington Administrative Code 352-74-060 (film/photography) and Washington Administrative Code 352-32-130 (remote controlled aircraft) state in part all applicants shall agree to conduct their activity in a manner which:

- 1) Is compatible with the activities of the public and park visitors.
- 2) Will not damage or disturb facilities or the natural, cultural, or historic resources.
- 3) Will not interfere with park operations and staff.
- 4) Will not disrupt wildlife.
- 5) Will not imply the endorsement of the Commission for the content of films.
- 6) Will acknowledge the cooperation of the Commission.
- 7) Is not inconsistent in the judgment of the director with the purposes for, or conditions on which, the property where the filming is to take place was acquired.
- 8) Will conform with all the applicable statutes, rules, policies, and procedures of the Commission, and the instructions of the Commission staff who supervise the filming/still photography or remote-controlled aircraft activities.

ADDITIONAL TERMS AND CONDITIONS (Filming/Photography)

RESTRICTED ACTIVITIES: The following are restricted and must be approved in advance by State Parks: (1) use of animals or children, (2) discharge of blank ammunition, (3) mechanical or pyrotechnic special effects, (4) stunts, (5) amplified music, (6) placing of large set dressings, (7) filming or photography within interiors of State Parks employee housing or administrative work areas. Generators may not be placed within 100 feet of residences or occupied buildings.

DISRUPTION OF VISITOR ACTIVITIES: Filming activities may not unduly conflict with visitor use or experience in the park. The public shall be informed, at the Permittee's expense, of any unusual or long-term closure or delay expected due to the filming activity. The Permittee should avoid filming in high public use areas and on weekends and holidays. The Permittee understands that the Permit may be cancelled for those locations that are subject to intensive public use, or if filming is scheduled during busy weekend and holiday dates. To the extent possible, the public must be allowed to view production activities.

SET CONSTRUCTION: Set construction must be approved in advance by State Parks' representative, and plans and drawings may be required. Sets may be constructed on highly disturbed areas (i.e. parking areas, road turnouts, etc.). Undisturbed areas may be used,

provided all materials and equipment are hand carried to the site, no vehicles are used, and the area is returned to its original condition following filming. No foundations may be poured, and structures must be self-supporting.

STATE PARKS LOGO: The logo of the Washington State Parks and Recreation Commission is a registered trademark. If the Permittee wishes to use the State Parks logo, written permission of State Parks is required. This shall not be construed to prohibit incidental filming of the logo, except where that filming is for advertising, promotional, or commercial purposes. Incidental filming includes casual appearance of the logo, as on the shoulder patch of a uniformed employee, a State Parks vehicle, or an entrance or similar sign.

USE OF AIRCRAFT: Aircraft may not land in any park area without the express written permission of State Parks pursuant to WAC 352-32-130. The use of aircraft in connection with filming may require a Certificate of Waiver issued by the Federal Aviation Administration, granting a waiver of FAR 91.119(b) and (c), Minimum Safe Altitude. The Applicant must determine the need for this waiver prior to applying for a permit. If a waiver is required, a copy of the waiver and the Motion Picture and Television Flight Operations Manual must be provided to State Parks with the Application. Use of helicopters requires an additional cash damage deposit as determined by State Parks. Pursuant to WAC 352-32-130(5), State parks may specify additional restrictions for the use of such aircraft.

CLEAN UP: All shooting locations, storage areas, etc. are to be cleared of all equipment, props, and trash and returned to their original condition to the satisfaction of the monitoring State Parks' representative following completion of filming. Major sets may receive extensions on clean up times based on the judgement of State Parks' representative. All garbage and debris, including any animal feces, must be removed from the park and properly disposed of upon completion of each day's shooting. Film companies will provide and utilize their own trash receptacles. It is the Permittee's responsibility to inform contracted companies (caterers, etc.) of these requirements.

SECURITY: The Permittee may, at Permittee's expense, provide licensed security guards for site locations and storage areas. If State Parks' personnel are used for providing security or traffic control, the Permittee will be responsible for the costs of staff time involved. Non-commissioned security personnel may not be in possession of firearms on State Parks' property. Authorized and uniformed law enforcement officers (rangers, police, sheriff, state patrol) will be allowed to carry firearms. Public access to the set, storage, and staging areas may be restricted as determined by State Parks' representative. The Permittee will provide signs explaining that filming is underway, and will also provide barricade tape, or other physical barrier, as necessary for the safety of the public.

ILLEGAL DISCRIMINATION: The Permittee shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Chapter 49.60, Revised Code of Washington; and Title I of the Americans with Disabilities Act (42 USC 12111-12117), as now or hereafter amended. The Permittee shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, religion, marital status, age, creed, Vietnam-era and disabled veterans' status, or the presence of any sensory, mental, or physical disability.

SUSPENSION OF FILMING: State Parks reserves the right to suspend production if, in the opinion of State Parks' representative, there appears to be abuse of or a likelihood of damage to any of the properties, road surfaces, or facilities of State Parks.

ADDITIONAL TERMS AND CONDITIONS (Remote Controlled Aircraft)

FEDERAL AVIATION ADMINISTRATION (FAA): The permittee agrees to comply with all rules and regulations as set forth by the FAA for the use and operation of unmanned aircraft systems to include, but not limited to, Public Law 112-95, Section 336 and 14 CFR Part 107.

DISRUPTION OF VISITOR ACTIVITIES: Flying activities may not unduly conflict with visitor use or experience in the park. The public shall be informed, at the Permittee's expense, of any unusual or long-term closure or delay expected due to the flying activity. The Permittee should avoid the operation of remote-controlled aircraft in high public use areas and on weekends and holidays. The Permittee understands that the Permit may be cancelled for those locations that are subject to intensive public use, or if the activity is scheduled during busy weekend and holiday dates.

SUSPENSION OF REMOTE-CONTROLLED AIRCRAFT AUTHORIZATION: State Parks reserves the right to suspend remote controlled aircraft authorization if, in the opinion of State Parks' representative, there appears to be abuse of or a likelihood of damage to any of the properties, road surfaces, or facilities of State Parks.

REQUIRED APPLICATION FEES

☐ Event Application Fee - **\$45**

☐ Filming/Still Photography Application Fee - **\$100**

☐ Remote Controlled Aircraft Application Fee - **\$25** (flight only, no filming)

TOTAL Application Fee Enclosed: \$_____

Payment Methods:

Credit Card - Email application to Park email address (per the park contact list) and include call back information in the email. The park will call to obtain payment information over the phone.

Check - Mail application and check, made payable to Washington State Parks, to the specific park location per the park contact list.

Additional Fees - May be assessed by park staff. [See fee schedule here.](#)

REQUIRED ATTACHMENTS**All Permits:**

- ☐ Certificate of Insurance or Proof of Liability Coverage (*see terms and conditions*).
- ☐ Park map with location of activity noted. For Remote Controlled Aircraft, include launch and landing sites with flight path. Google Earth maps with notations may expedite environmental review for all types of permit requests.

Additional for Film / Photography:

- ☐ Script (if applicable)

Additional for Remote Controlled Aircraft:

- ☐ Proof of aircraft registration with FAA ☐ FAA Certificate of Waiver or Authorization (if applicable)
- ☐ Remote Pilot Airman Certification (if request is for Work/Business)

AGREEMENT / SIGNATURES

I, the undersigned, and the organization which I represent, will comply with the rules and procedures of the Washington State Parks and Recreation Commission for special activities and public use of state park areas and ocean beaches. By signing below, I hereby acknowledge understanding and acceptance of the terms and conditions of the Permit Application, including the additional conditions contained herein, and further agree to comply with State Park orders or instructions in administration of said requirements along with any additional terms or conditions provided in the issued Permit.

(The Application is not approved, and the activity may not proceed until the Regional Manager, or the Regional Manager's designee, or the Operations Manager approves the application and issues a signed Permit to the Permittee.)

Permittee Name (type or print name):

Title:

Signature:

Date:

FOR STATE PARK USE ONLY**ADDITIONAL CONDITIONS** (*Additional pages may be attached*)**ADDITIONAL FEE WORKSHEET**

Staff Fee	\$	Regulatory Compliance Review	\$
Day Use Activity Fee	\$	High Impact Fee	\$
Vendor Fee	\$	Other	\$

Other explanation:

Total Additional Fees Due: \$

ADMINISTRATIVE REVIEW

- ☐ Application fee paid \$ _____ (required before staff review) ☐ Additional fees paid \$ _____
- ☐ Certificate of Insurance (WSPRC Olympia HQ address) or Proof of Liability Coverage (WA Gov't Entities) received and attached
- ☐ Park map with location of activity noted attached
- ☐ Commercial Use Permit / Temporary Vendor Permit received and attached
- ☐ Script (if applicable)
- ☐ Proof of aircraft registration with FAA (Remote Controlled Aircraft)
- ☐ Remote Pilot Airman Certification (if request is for Work/Business)
- ☐ FAA Certificate of Waiver or Authorization for Remote Controlled Aircraft (if applicable)

STAFF REVIEW	
Area Manager <i>(review required)</i>	<div> <div>Signature: _____ Date: _____</div> <div> <input type="checkbox"/> Recommend Approval <input type="checkbox"/> Recommended Denial </div> </div>
	Comments: _____
Environmental Staff <i>(review required)</i>	<div> <div>Signature: _____ Date: _____</div> <div> <input type="checkbox"/> Additional Conditions Apply, see attached </div> </div>
	Comments: _____
Business Development Staff <i>(if required see instructions)</i>	<div> <div>Signature: _____ Date: _____</div> <div> <input type="checkbox"/> Additional Conditions Apply, see attached </div> </div>
	Comments: _____
FINAL APPROVAL (Event / Film / Photography – If RCA, must <u>also</u> have OM approval)	
Region Manager or Designee <i>(print name):</i> _____	<input type="checkbox"/> Permit Approval <input type="checkbox"/> Permit Denial
<div> <div>Signature: _____ Date: _____</div> <div>Comments: _____</div> </div>	
FINAL APPROVAL (Remote Controlled Aircraft)	
Operations Manager <i>(print name):</i> _____	<input type="checkbox"/> Permit Approval <input type="checkbox"/> Permit Denial
<div> <div>Signature: _____ Date: _____</div> <div>Comments: _____</div> </div>	



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 12/18/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Fred Snoderly, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: County Roads

Agenda Item No.: 1

Subject: Closing Completed County Road Projects & County Drainage Projects

Description: Closing Completed County Road Projects & County Drainage Projects

Attachment: Memorandum, Resolution, County Road Projects, County Drainage Projects

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.: 2

Subject: Moderate Risk Waste Management

Description: Recommendation to extend the current Cooperative Agreement with Pacific Northwest Communities, LLC to allow residents of Naval Air Station Whidbey Island continued use of the County's established household hazardous waste facilities for an additional four years.

Attachment: Memorandum, Draft First Extension, Cooperative Agreement, 2023 Annual Invoice for 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: Complete

P.A. Review: Not Applicable



Island County Public Works

Ed Sewester, P.E., County Engineer

Matthew Lander, P.E., Assistant County Engineer

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

MEMORANDUM

December 18, 2024

TO: Board of Island County Commissioners

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

RE: Closeout of County Road Projects & County Drainage Projects

Public Works is required by RCW 36.77.070, to provide a listing of those drainage, public works and roads projects that have met all legal requirements for completion and closeout. Once a project has been completed and presented for closeout there will be no additional charges made against said project.

The resolution presented here contains the project's identifying number(s), the name of the project and the breakdown of the costs for each project.

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

**IN THE MATTER OF CLOSING)
ISLAND COUNTY'S COMPLETED)
COUNTY DRAINAGE PROJECTS)
COUNTY ROAD PROJECTS)**

**RESOLUTION NO. C- -24
 R-33-24**

WHEREAS, R.C.W. 36.77.070 requires the publication of the true and complete costs, and a brief description of all County Drainage Projects, Public Works Projects, and County Road Projects, where the day labor, either estimated or actual cost, exceeds ten thousand dollars. NOW, THEREFORE,

BE IT HEREBY RESOLVED, that the following County Drainage Projects, Public Works Projects and County Road Projects and the total costs as shown on the attached sheets are hereby approved and those County Road Projects and Miscellaneous Projects with day labor in excess of \$10,000 be published in the local newspaper.

PROJECT	JL NUMBER	PROJECT NAME
CDP 21-02	00016-1101	Deer Lagoon Road Improvement
CRP 18-09	01097-0001	Smugglers/Scurlock Intersection Improvement
CRP 22-01	01111-0902	2022 Whidbey HMA Overlays
CRP 22-01	01117-1204	2022 Town of Coupeville Preservation
CRP 22-01	01117-1304	2022 City of Oak Harbor Pavement Preservation
CRP 22-02	01112-0502	2022 Camano HMA Overlays
CRP 22-03	00591-1101	Lagoon View Drive Shoulder Stabilization
CRP 22-05	01091-1003	Main Street & Harbor Avenue Compact Roundabout
CRP 23-01	01111-1102	2023 Whidbey HMA Overlays
CRP 23-01	01117-1404	2023 Town of Coupeville Preservation
CRP 23-01	01117-1504	City of Oak Harbor Fog Seal
CRP 23-02	01112-0602	2023 Camano HMA Overlays

NOW BE IT FURTHER RESOLVED that the projects on the attached sheets are completed and therefore are closed to all charges as of _____.

APPROVED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Jill Johnson, Chair

Melanie Bacon, Member

Janet St. Clair, Member

ATTEST: _____
JENNIFER ROLL
Clerk of the Board

CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
18-09 01097-0001	Smugglers / Scurlock Intersection Improvement Pioneer Tree Service	Res # R-20-18	\$ 261,000.00	\$ 209,000.00	\$ 35,000.00		\$ 1,303,700.00	\$ 271,305.00	\$ 2,080,005.00
		Expended	\$ 45,212.06	\$ 1,607.58	\$ 39,741.67	\$ 42,222.01	\$ 16,864.00	\$ -	\$ 145,647.32
		Balance	\$ 215,787.94	\$ 207,392.42	\$ (4,741.67)	\$ (42,222.01)	\$ 1,286,836.00	\$ 271,305.00	\$ 1,934,357.68
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
22-01 01111-0902	2022 Pavement Preservation 2022 Whidbey HMA Overlays Lakeside Industries	Res # R-1-22	\$ 105,000.00	\$ 2,211,844.00	\$ -	\$ -	\$ -	\$ 162,179.00	\$ 2,479,023.00
		Expended	\$ 13,087.14	\$ 34,084.28	\$ -	\$ -	\$ 1,764,331.20	\$ -	\$ 1,811,502.62
		Balance	\$ 91,912.86	\$ 2,177,759.72	\$ -	\$ -	\$ (1,764,331.20)	\$ 162,179.00	\$ 667,520.38
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
22-01 01117-1204	2022 Pavement Preservation 2022 Town of Coupeville Preservation Lakeside Industries	Res # R-1-22							\$ -
		Expended	\$ 2,129.90	\$ 2,563.87			\$ 161,017.98		\$ 165,711.75
		Balance	\$ (2,129.90)	\$ (2,563.87)	\$ -	\$ -	\$ (161,017.98)	\$ -	\$ (165,711.75)
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
22-01 01117-1304	2022 Pavement Preservation 2022 City of Oak Harbor Preservation Lakeside Industries	Res # R-1-22							\$ -
		Expended	\$ 38,967.44						\$ 38,967.44
		Balance	\$ (38,967.44)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (38,967.44)
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
22-02 01112-0502	2022 Pavement Preservation 2022 Camano HMA Overlays Lakeside Industries	Res #R-2-22	\$ 64,500.00	\$ 1,430,827.00	\$ -	\$ -	\$ -	\$ 104,673.00	\$ 1,600,000.00
		Expended	\$ 16,177.58	\$ 46,524.11	\$ -	\$ -	\$ 1,674,355.63	\$ -	\$ 1,737,057.32
		Balance	\$ 48,322.42	\$ 1,384,302.89	\$ -	\$ -	\$ (1,674,355.63)	\$ 104,673.00	\$ (137,057.32)
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
22-03 00591-1001	Lagoon View Dr Shoulder Stabilization Strider Construction Co Inc	Res # R-8-22	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 650,000.00	\$ 77,000.00	\$ 847,000.00
		Expended	\$ 109,520.74	\$ 43,421.76	\$ -	\$ -	\$ 510,656.69	\$ -	\$ 663,599.19
		Balance	\$ (49,520.74)	\$ 16,578.24	\$ -	\$ -	\$ 139,343.31	\$ 77,000.00	\$ 183,400.81
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
22-05 01091-1003	Main Street & Harbor Ave Roundabout	Res # R-31-22	\$ 80,000.00	\$ 89,000.00	\$ -	\$ -	\$ 282,000.00	\$ 85,000.00	\$ 536,000.00
		Expended	\$ 12,171.18	\$ -	\$ 2,471.20	\$ -	\$ -	\$ -	\$ 14,642.38
		Balance	\$ 67,828.82	\$ 89,000.00	\$ (2,471.20)	\$ -	\$ 282,000.00	\$ 85,000.00	\$ 521,357.62
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
23-01 01111-1102	2023 Whidbey HMA Overlays Krieg Construction	Res # R-01-23	\$ 45,000.00	\$ 65,000.00			\$ 2,905,000.00	\$ 435,000.00	\$ 3,450,000.00
		Expended	\$ 11,461.66	\$ 67,897.44			\$ 1,985,074.94		\$ 2,064,434.04
		Balance	\$ 33,538.34	\$ (2,897.44)	\$ -	\$ -	\$ 919,925.06	\$ 435,000.00	\$ 1,385,565.96
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
23-01 01117-1404	2023 Whidbey HMA Overlays 2023 Town of Coupeville TIB Krieg Construction	Res # R-01-23							\$ -
		Expended	\$ 46,384.79	\$ 2,737.83			\$ 234,639.57		\$ 283,762.19
		Balance	\$ (46,384.79)	\$ (2,737.83)	\$ -	\$ -	\$ (234,639.57)	\$ -	\$ (283,762.19)
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
23-01 01117-1504	2023 Whidbey HMA Overlays 2023 City of Oak Harbor Fog Seal	Res # R-01-23							\$ -
		Expended	\$ 834.88						\$ 834.88
		Balance	\$ (834.88)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (834.88)
CRP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONSTRUCTION	CONTING.	TOTAL
23-02 01112-0602	2023 Camano Island HMA Overlays Lakeside Industries	Res # R-02-23	\$ 15,000.00	\$ 45,000.00			\$ 1,440,335.00	\$ 300,100.00	\$ 1,800,435.00
		Expended	\$ 12,538.20	\$ 33,381.34			\$ 1,193,949.87		\$ 1,239,869.41
		Balance	\$ 2,461.80	\$ 11,618.66	\$ -	\$ -	\$ 246,385.13	\$ 300,100.00	\$ 560,565.59

CDP #	ROAD	ACTUALS	PE	CE	ROW	DAY LABOR	CONST	CONTING.	TOTAL
21-02	Deer Lagoon Road Improvement	Res # R-8-21	\$ 51,500.00	\$ 32,500.00	\$ -	\$ -	\$ -	\$ 12,600.00	\$ 96,600.00
		Expended	\$ 58,725.39	\$ 4,800.61	\$ 2,373.26	\$ 17,032.43	\$ -	\$ -	\$ 82,931.69
		Balance	\$ (7,225.39)	\$ 27,699.39	\$ (2,373.26)	\$ (17,032.43)	\$ -	\$ 12,600.00	\$ 13,668.31



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

December 18, 2024

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Public Works Director

RE: **NASWI Moderate Risk Waste Cooperative Agreement**

Island County Moderate Risk Waste services are primarily funded by the solid waste tipping fee. Because Naval Air Station Whidbey Island (NASWI) manages its own solid waste, and therefore does not contribute to Island County solid waste services through payment of tipping fees, a Cooperative Agreement has been in place, since 1992, to allow NASWI residents to utilize Island County household hazardous waste services, for an annual fee. The fee is calculated based on a percentage of total program costs multiplied by a ratio of base population to Island County population.

The Cooperative Agreement allows for a four year extension of the agreement. It is recommended that the agreement be extended as allowed for four years. A draft amendment to the agreement is attached.

**FIRST EXTENSION
COOPERATIVE AGREEMENT
MODERATE RISK WASTE MANAGEMENT
PACIFIC NORTHWEST COMMUNITIES AND ISLAND COUNTY, WA**

1. AGREEMENT

This Agreement is by and between Island County, a political subdivision of the state of Washington ("County") and Pacific Northwest Communities, LLC ("PNC"). The County and PNC are each a Party, and collectively, the Parties to this Extension. The Parties agree as follows:

2. CONTRACT EXTENSION

The County and PNC are Parties to the Agreement regarding Cooperative Moderate Risk Waste Management (November 20, 2018). The purpose of the Cooperative Agreement is to provide Pacific Northwest Communities, LLC and the residents of Naval Air Station Whidbey Island use of the County's established household hazardous waste facilities. As per Section 6 of the Cooperative Agreement, the duration of the agreement may be extended, by mutual agreement, until December 31, 2027.

3. AUTHORIZATION AND EFFECTIVE DATE

Each Party hereby agrees to extend the Cooperative Agreement through December 31, 2027 and that its representative, below shown, is authorized to execute this extension.

PACIFIC NORTHWEST COMMUNITIES, LLC

Signature: _____

Printed Name: _____

Title: _____

Executed by the Board of County Commissioners this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Jill Johnson, Chair

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

ISLAND COUNTY AND PACIFIC NORTHWEST COMMUNITIES, LLC.
COOPERATIVE MODERATE RISK WASTE MANAGEMENT AGREEMENT

1. PURPOSE

Pursuant to Chapter 70.95 RCW, Island County has prepared a Comprehensive Solid Waste Management Plan which has been approved by the Washington State Department of Ecology and adopted by the Board of Island County Commissioners. Island County also developed a Moderate-Risk Waste Management Plan in accordance with Chapter 70.105 RCW. The purpose of the Cooperative Agreement is to provide Pacific Northwest Communities, LLC and the residents of Naval Air Station Whidbey Island use of the County's established household hazardous waste facilities.

2. DEFINITIONS

The following definitions apply to this agreement:

- 2.1 "Comprehensive Solid Waste Management Plan" or "Comprehensive Plan" means the Island County Comprehensive Solid Waste Management Plan, as adopted by Island County on December 27, 1990, amended in December 2000, February 2008 and September 2014, and as amended thereafter.
- 2.2 "Cooperative Agreement" means this Cooperative Agreement regarding solid waste management.
- 2.3 "County" means Island County, Washington.
- 2.4 "County System" means all facilities for household hazardous waste owned, operated, or contracted for by Island County and all administrative activities related thereto.
- 2.5 "Household Hazardous Waste" means any discarded household product that contains hazardous substances. Hazardous substances include any liquid, solid, or contained gas generated within a household that possess any characteristics of a hazardous or dangerous waste under state or federal regulations.
- 2.6 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.
- 2.7 "Navy Family Housing" means family residences owned, operated and maintained by Pacific Northwest Communities, LLC in Island County. It does not include the Naval Air Station Whidbey Island Bachelor Enlisted Quarters or Bachelor Officer Quarters.

2.8 "Pacific Northwest Communities, LLC," abbreviated "PNC," means the business entity engaged by the United States Navy that manages, operates, maintains and constructs family housing quarters for Naval Air Station Whidbey Island and other Naval housing in the Puget Sound area.

3. RESPONSIBILITIES

By this cooperative agreement, military personnel and their dependents who reside in PNC Navy Family Housing at Naval Air Station Whidbey Island may deliver household hazardous waste to the County collection points in the same manner as any other County resident, and the County shall be responsible for acceptance and disposal of this household hazardous waste.

4. DESIGNATION OF COUNTY SYSTEM FOR HOUSEHOLD HAZARDOUS WASTE DISPOSAL

By this agreement, PNC hereby designates the County System for disposal of Household Hazardous Waste generated by residents of PNC at Naval Air Station Whidbey Island. This designation shall continue in full force and effect until December 31, 2023.

5. MANNER OF FINANCING AND BUDGETING

Recognizing that County residents not residing in government quarters pay fees for disposal of household hazardous waste, PNC agrees to pay to the County a proportional cost of operation for the County's Household Hazardous Waste Program. This proportion is agreed to be the ratio of PNC Navy Family Housing residents to total County population on October 1 of each year, which proportion shall apply to the following calendar year when PNC is to pay County. Nothing in this agreement shall be construed to require PNC to obligate funds in any fiscal year in contravention of the Anti-Deficiency Act, 31 U.S.C. 1341. It is further understood that should PNC not fund a proportionate cost for the County's Household Hazardous Waste Program, this program may not be available to PNC Navy Family Housing residents in on-base housing at Naval Air Station Whidbey Island.

6. DURATION

This cooperative agreement shall remain in full force from the date of execution through December 31, 2023 with provision for written extensions upon mutual agreement of the parties up to four additional years unless terminated as described in paragraph 8.

7. NO SEPARATE LEGAL OR ADMINISTRATIVE AGENCY / ADMINISTRATION / HANDLING OF PROPERTY

7.1 No separate legal or administrative agency is created by this agreement.

7.2 Administration of this agreement shall be by:

Island County DPW Solid Waste Manager
P.O. Box 5000
Coupeville, WA 98239-5000

And

Pacific Northwest Communities, LLC
2205 Egret Drive
Oak Harbor, WA 98277


7.3 No personal or real property will be jointly acquired. Each party will be responsible for acquiring, holding, and disposing of property, real and/or personal, to carry out the terms of this agreement.

8. REVISION, AMENDMENT, SUPPLEMENTATION OR TERMINATION

The parties shall review this Cooperative Agreement after five years. At that time the terms of the agreement may be revised, amended, or supplemented upon agreement by both parties. No revision, amendment, or supplementation shall be adopted or put into effect if it impairs any contractual obligation of the County. This agreement may be terminated prior to the expiration date by either party upon 30 days written notice to the other party.

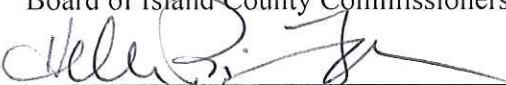
9. MISCELLANEOUS

- 9.1 No waiver by either party of any term or condition of this agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this agreement.
- 9.2 No other Person or entity shall be entitled to be treated as a third party beneficiary of this agreement.
- 9.3 The effective date of this agreement is the date the last agreeing party affixes its signature.
- 9.4 Each party shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed or not performed, while acting in good faith within the scope of this agreement.
- 9.5 Each party agrees to indemnify and hold harmless the other, to the extent permitted by Federal and Washington State law, for any cause of action, sanction, or penalty arising from improperly disposing of hazardous waste in the other's Transfer Station as agreed upon in Paragraph 3 herein.



Gregory Raap
Regional Vice President
Pacific Northwest Communities, LLC
Poulsbo, Washington

Date: 9/14/18

Board of Island County Commissioners


Helen Price Johnson, Chair

Date: 11/20/18

ISLAND COUNTY DEPARTMENT OF PUBLIC WORKS
1 NE 7th STREET, COUPEVILLE, WA 98239
INVOICE - MRW FEES for Calendar Year 2023

DATE: November 22, 2024

TO: Louise Aldana, Hunt Companies, Oak Harbor, WA

Via Email to louise.aldana@huntcompanies.com

FROM: Jeff Hegedus, Island County Public Works Dept., Solid Waste Division Manager

RE: <u>CALCULATION OF FY 2023 PAYMENT FOR NASWI RESIDENTS' USE OF ISLAND COUNTY MODERATE RISK WASTE PROGRAM (MRW)</u>
--

[BASED ON 2023 PROGRAM COSTS & POPULATION FIGURES]

(ref: IC/PNWC Cooperative Solid Waste Management Agreement of 2018)

1. Pacific Northwest Communities LLC (Hunt Companies) assumed responsibility from NASWI for on-base housing and services provided to on-base housing residents. Subject service provided by Island County is detailed in an interlocal agreement executed in 2018, includes receipt and processing of "Moderate Risk Household Waste" (MRW) (also known as "Household Hazardous Waste") from residents of on-base housing, not including Bachelors Quarters. Invoicing to Matt.Bush@huntcompanies.com
2. The following data and calculations are for your review, similar to years past. In 2023, direct moderate risk waste expenditures increased from 2022 (\$195,640 to \$263,365). Expenditures for outreach education decreased from \$84,050 to \$64,536. Hunt companies pays only a fraction of this cost.
3. According to Hunt Companies, NASWI on-base population for 2023 was about 4,855.
4. "SQG" (small quantity generator) program costs were not included in this calculation and only a fraction (20%) of information/education program are included.
5. Invoice calculations are based on actual vouchers for MRW program costs during 2023 and estimated population data for 2023 prepared by Washington State OFM (attached). Please contact me if you have questions.

POPULATION DATA:

2023, Island County	88,150	[from WA State OFM- State Population est.]
2023, NASWI	4,855	[Est. from Hunt Companies]

Ratio NASWI/IC = 5.5% (rounded to nearest tenth %)

FY 2022 PROGRAM COSTS [ACTUAL VOUCHERED COSTS]

- 2023 MRW Collection & Disposal Total Vouchered Cost	\$ 263,365
- 2023 MRW Information/Education/Planning (I/E)	\$ 12,907
[Total I/E cost =\$64,536 X 20%=\$16,810]	\$276,272

TOTAL INVOICED AMOUNT: [\$276,272 X 5.5%] = \$15,195

[rounded to nearest \$]



ISLAND COUNTY FACILITIES

WORK SESSION AGENDA

MEETING DATE: 12/18/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Ryan Beach, Director

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Enterprise Fleet Management Contract Presentation

Description: Proposed contracting with enterprise fleet management to increase purchasing power for the island county fleet. EFM will allow us to lease vehicles and replace fleet as soon as needed to keep up with demands and keep Island County cars safe and up to date.

Attachment: Enterprise Fleet Management 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

ENTERPRISE FLEET MANAGEMENT (EFM) PROPOSAL



ISLAND COUNTY FACILITIES MANAGEMENT

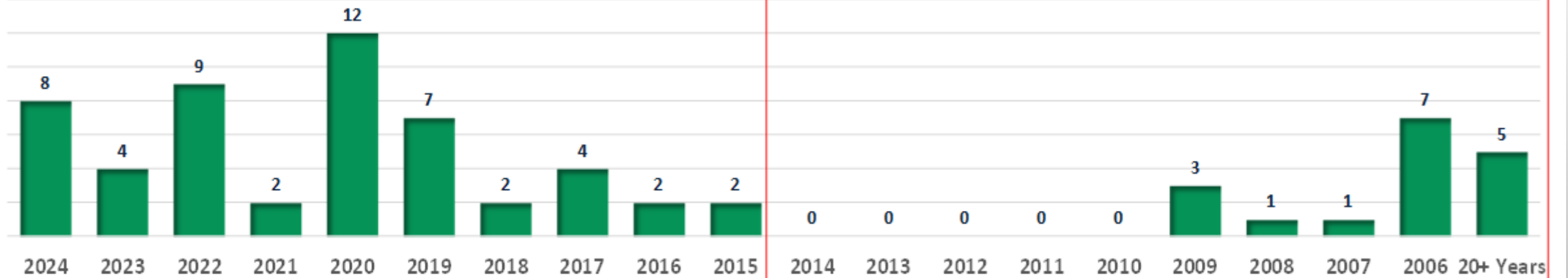
DECEMBER 2024 | BOARD OF ISLAND COUNTY COMMISSIONERS

PROGRAM OBJECTIVES:

- **Lower the average age of the fleet:**
 - 25% of the current light and medium duty fleet is over 10 years old
 - Resale of the aging fleet is significantly reduced
- **Reduce operating costs:**
 - Newer vehicles have a significantly lower operating expense
 - Newer vehicles have increased fuel efficiency with new technology implementations

FLEET PROFILE

MODEL YEAR ANALYSIS



FLEET PROFILE CONT.

FLEET SIZE

69

AVG AGE

7.9

AVG ANNUAL
MILEAGE

6,700

AVG ANNUAL
ACQUISITIONS

4.5

AVG MODEL
YEAR

2015

HOLDING
PERIOD

11.78

Mileage Intervals



23

0K – 20k



16

20K – 40k



5

40K – 60k



8

60K – 80k



6

80K – 100k



11

100k & >

Vehicle Type

Quantity

Avg Age

Avg Annual
Mileage

CAR



27

5.6

7,702

TRUCK



22

10.4

6,842

SUV



15

7.5

5,719

VAN



5

10.2

3,062

Totals/Averages:

69

7.9

6,700

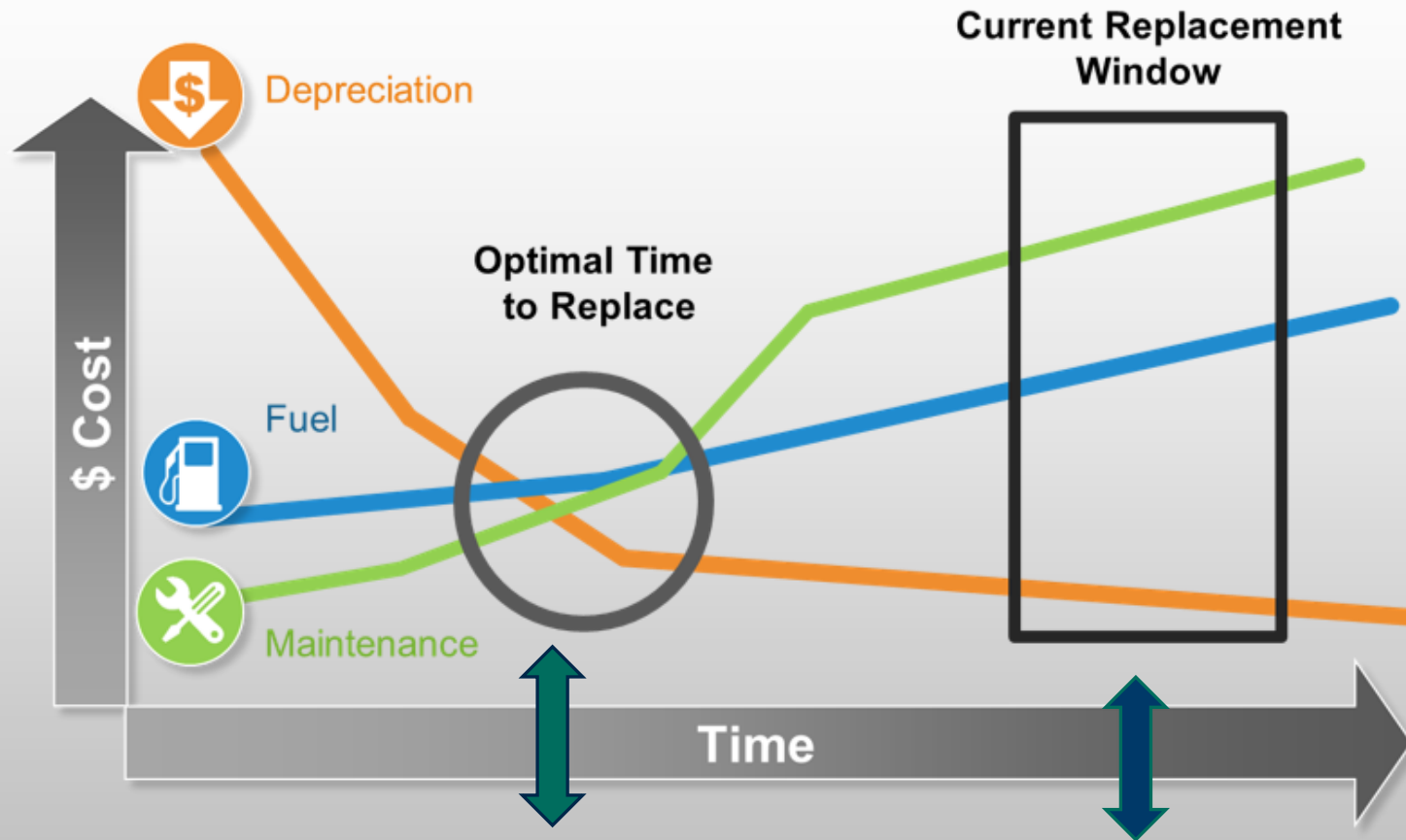
Vehicle
Classes

4

Average
Odometer

48,309

REPLACEMENT COMPARISON:



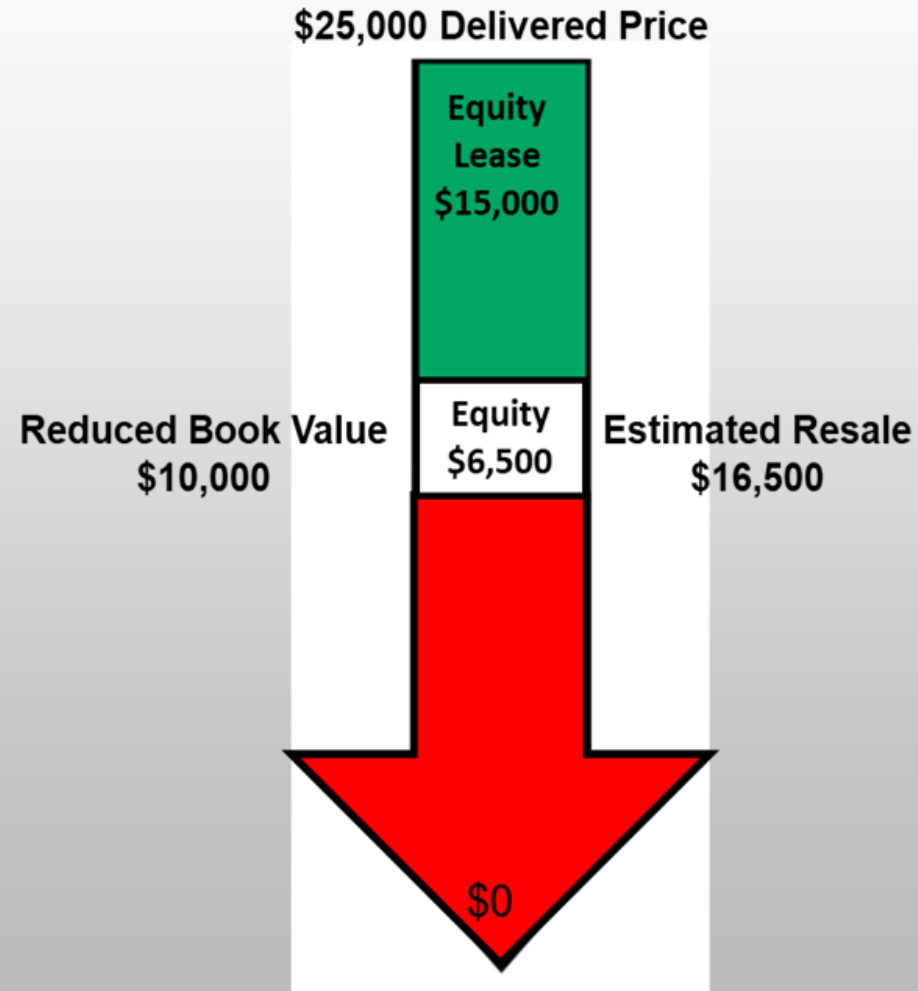
EFM Timeline:
3-5 year replacement
windows.

Island County current
Timeline: **10+ Years**
25% of IC Fleet is
2012 or older

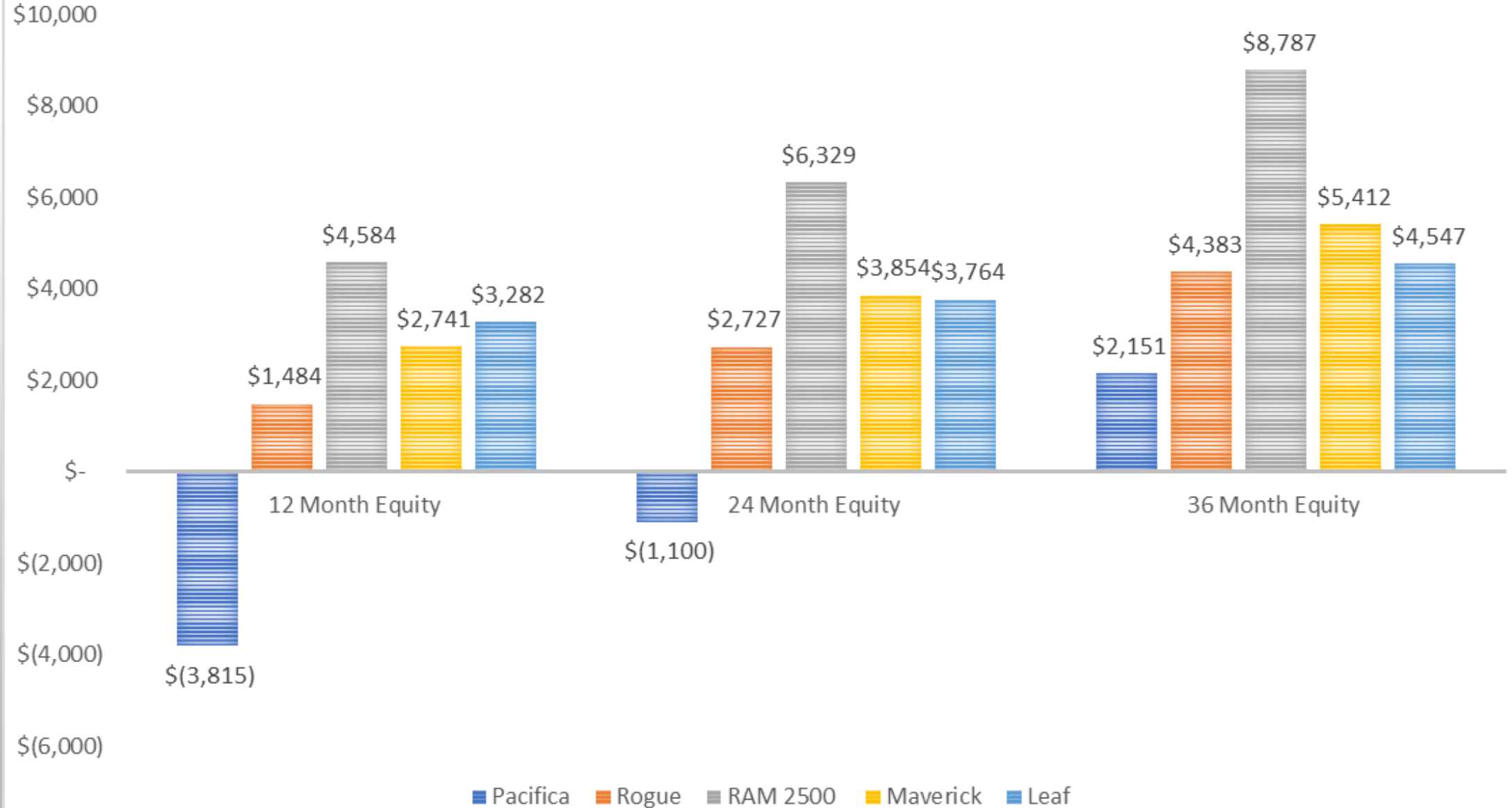
Older vehicles have **higher maintenance costs** and lack current **advanced safety technology** like:

- Forward Collision Warning
- Rear Video Monitoring
- Blind Spot Detection
- Enhanced Airbags
- Off-set Crash Testing.

OPEN END EQUITY LEASE:



EQUITY THROUGHOUT LEASE TERM BY VEHICLE



EQUITY ANALYSIS:

Current Fleet Equity Analysis

YEAR	2025	2026	2027	2028	2029	Under-Utilized
QTY	19	21	8	1	0	0
Est \$	\$2,960	\$12,683	\$14,704	\$14,447	\$0	\$0
TOTAL	\$56,238	\$266,348	\$117,632	\$14,447	\$0	\$0

\$454,664

Estimated Current Fleet Equity**

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen"
and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

CASH FLOW:

Fleet Mix					Fleet Cost						Annual	
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease* Incl. Tax	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	53	4.5	53	0	156,136	0	0		55,332	146,015	357,483	0
'25	53	23	34	19	0	147,621	-56,238		42,970	135,546	269,899	87,584
'26	53	21	13	40	0	312,897	-266,348	-20,174	29,306	123,975	179,656	177,827
'27	53	12	5	48	0	371,455	-117,632	-30,577	24,101	119,567	366,914	-9,431
'28	53	5	4	49	0	380,474	-14,447	-50,751	23,451	119,016	457,742	-100,259
'29	53	8	4	49	0	380,474	0	-110,512	23,451	119,016	412,429	-54,946
'30	53	17	0	49	0	380,474		-174,422	19,275	107,996	333,324	24,159
'31	53	25	0	49	0	380,474		-73,443	19,275	107,996	434,302	-76,820
'32	53	10	0	49	0	380,474		-40,073	19,275	107,996	467,672	-110,189
'33	53	7	0	49	0	380,474		-35,621	19,275	107,996	472,124	-114,642
'34	53	5	0	49	0	380,474		-136,321	19,275	107,996	371,425	-13,942

PROGRAM BENEFITS:

- Many of the units will be equitable by, if not before 12 months in service due to the ability to buy direct and pass along government incentives.
- The County has the option to terminate the lease at any point with no early termination fees.
- The County can keep lease vehicles in service past the lease term on month-to-month basis.
- Once the vehicle is paid in full, the monthly fee to EFM becomes a flat \$25/month management fee.
- All equity proceeds less a \$400 service fee go back to the County.
- There is no commitment or obligation to continue to use EFM to acquire vehicles.
- EFM Master Lease Agreement includes Non-Appropriation language.



QUESTIONS?



FLEET MANAGEMENT

Laura Clarke

(559) 360-0801

Laura.S.Clarke@efleets.com



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 12/18/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: County Boards and Committees

Description: Initial Board discussion of future plans for Island County Boards and Committees.

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

Agenda Item No.: 1

Subject: Elected Officials' County Travel and Expense Stipend for 2025

Description: Discussion of Elected Officials' County travel and expense stipend for 2025.

Attachment: RCW 42.24.090

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

RCW 42.24.090**Municipal corporations and political subdivisions—Reimbursement claims by officers and employees.**

No claim for reimbursement of any expenditures by officers or employees of any municipal corporation or political subdivision of the state for transportation, lodging, meals or any other purpose shall be allowed by any officer, employee or board charged with auditing accounts unless the same shall be presented in a detailed account: PROVIDED, That, unless otherwise authorized by law, the legislative body of any municipal corporation or political subdivision of the state may prescribe by ordinance or resolution the amounts to be paid officers or employees thereof as reimbursement for the use of their personal automobiles or other transportation equipment in connection with officially assigned duties and other travel for approved public purposes, or as reimbursement to such officers or employees in lieu of actual expenses incurred for lodging, meals or other purposes. The rates for such reimbursements may be computed on a mileage, hourly, per diem, monthly, or other basis as the respective legislative bodies shall determine to be proper in each instance: PROVIDED, That in lieu of such reimbursements, payments for the use of personal automobiles for official travel may be established if the legislative body determines that these payments would be less costly to the municipal corporation or political subdivision of the state than providing automobiles for official travel.

All claims authorized under this section shall be duly certified by the officer or employee submitting such claims on forms and in the manner prescribed by the state auditor.

[1995 c 301 s 73; 1981 c 56 s 1; 1965 c 116 s 2.]



ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 12/18/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Jonathan Lange, Director

Amount of time requested for agenda discussion. 75 minutes

DIVISION: Long Range Planning

Agenda Item No.: 1

Subject: 2025 Comprehensive Plan – Analysis of Mixed-Use Rural Areas of More Intensive Development (RAID) completed by Kimley-Horn and Associates

Description: Kimley-Horn and Associates conducted a Rural Areas of more Intensive rural Development (RAID) analysis to identify potential existing barriers to higher density developments within Island County's mixed-use RAIDs and suggest regulation changes to reduce or remove these barriers and bridge the gap between current capacity and future need for homes affordable to households making under 80% area median income (AMI).

Attachment: Memo, Kimley-Horn RAID Analysis, 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

(Continued on next page)

Agenda Item No.: 2

Subject: Water System Review application 116/24 WSR from Shangri-la Shores Water System to expand their water system service area boundaries by one parcel.

Description: Island County Planning staff are reviewing a proposed Shangri-la Shores Water System expansion to add one new parcel. Staff would like to present the project to the Board, receive any direction, and move the item forward to the consent agenda on January 7, 2025, to schedule a public hearing. The requested public hearing date being January 28, 2025, to consider a resolution regarding the changes to Shangri-la Shores Water System boundary.

Attachment: Memo, 116/24 WSR Application, Staff Recommendation, Draft Resolution, 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

MEMORANDUM

To: Emily Neff and Emily Carr
Island County

From: Joel Farias and Nick Chen
Kimley-Horn and Associates, Inc.

Date: November 15, 2024

Subject: DRAFT RAID Density Analysis Memo

The purpose of this memorandum is to describe the findings of the Island County Residential Areas of more Intensive rural Development (RAID) density analysis. RAIDs are also referred to as Limited Areas of More Intensive Rural Development (LAMIRD) under the Growth Management Act (GMA). The goal of the analysis is to identify potential existing barriers to higher density developments within Island County's mixed-use RAIDs and suggest regulation changes to reduce or remove the identified barriers.

INTRODUCTION

Island County, in compliance with the 2021 Washington House Bill 1220 amendments to the GMA, has allocated projected growth by population and income band. This new legislation requires jurisdictions to address the housing needs of extremely low-, very low-, low-, and moderate-income populations as part of their Comprehensive Plan updates. To satisfy this requirement, an analysis of the County's existing zoning and development regulations is required to show that the housing types and quantities that meet the need of each income bracket is available. The goal of this analysis is to propose code options to increase the housing types and densities allowed in Mixed-Use RAIDs to allow more affordable homes to be built and bridge the gap between current capacity and future need for homes affordable to households making under 80% area median income (AMI).

Table 1 shows that the Rural Center had the most developable acres while the Rural Service RAID had the least amount of capacity. One takeaway from these results is that code options aimed at increasing capacity should be focused on the Rural Center, Rural Village, and Camano Gateway Village RAIDs because of the higher amount of available land. Due to the small size and nature of the Rural Service RAID, recommendations to zoning were not made as part of this analysis. The deductions from gross acreage to net acreage are described in



Appendix A

Appendix A.

Table 1. Developable Area by Mixed-Use RAID Zone

Mixed-Use RAID Zone	Gross Development Potential (acres)	Net Development Potential (acres)
Rural Center (RC)	118.3	61.7
Rural Village (RV)	19.7	11.3
Camano Gateway Village (CGV)	23.1	15.0
Rural Service (RS)	0.8	0.4
Totals	161.8	88.5

ANALYSIS

Island County Code defines mixed-use as “a development with multiple functions within the same building (either stacked units and/or shared walls) or in multiple buildings on a single lot (integrated by building design, adjacency, site plan/layout, and circulation patterns). It may or may not include a residential component. Typically, a mixed-use structure may have non-residential uses at street level with residential uses on the second floor.” For this analysis, mixed-use developments with residential components are the subject. These developments typically include smaller, more affordable attached dwelling units.

Identifying barriers to housing

The first part of the analysis was to identify barriers to building denser housing types in Mixed-Use RAID zones. A zoning regulation analysis was performed using WA State Department of Commerce Barrier review checklists. The checklists are specifically designed to identify any barriers in the jurisdiction’s code for certain housing types. The goal of this analysis is to identify code options in mixed-use RAID zones that would allow for higher density mixed-use developments to be built.

Mixed-use development typically consists of a ground floor commercial use with additional stories of residential uses. These types of developments are often called vertical mixed-use which are covered by “low-rise housing types” in the Barriers to housing checklists. The checklists for low and mid-rise housing types were filled out and attached as **Appendix B**.

Findings from the Barrier review checklists are shown in **Table 2**. For a complete list of findings from the checklists, see **Appendix B**.

Table 2. Barriers to Low and Mid-rise Housing Types

Barrier	Explanation
Unclear development regulations	Each of these standards are regulated by the Island County Department of Health (Health) on a site-by-site basis with the phrasing “maximum permitted by Health requirements.” These are barriers due to the site-by-site specificity of the requirements.
High minimum lot sizes	
Low maximum densities or low maximum FAR	

Barrier	Explanation
Low maximum building heights	The max build height is 2-3 stories in the mixed-use RAID zones, which limits mixed-use developments to only one or two residential stories when requiring ground floor commercial.
Other (for example: ground floor retail requirements, open space requirements, complex design standards, tree retention regulations, historic preservation requirements)	<p>Existing regulations limit:</p> <ul style="list-style-type: none"> - Rural Center (RC) Zone mixed-use developments to a maximum of 6 dwelling units. Also limited to 50,000 sf of gross floor area. - Camano Gateway Village (CGV) Zone mixed-use developments to a maximum of 10,000 sf. <p>A maximum of 6 dwelling units per development is strict and may prohibit a majority of mixed-use developments. 6 dwelling units at ~1,100 sf average per unit would require at least two 4,000 sf stories dedicated to residential in a mixed-use development.</p> <p>Mixed-use RAID zones have high max impervious surface and lot coverage standards. Paired with the above requirements, this may indicate a vision of having small-lot mixed-use buildings which would be against Health standards for minimum lot size on private septic/well.</p>
Conditional use permit process	<p>Island County Use tables indicate two different conditional use decisions: Administrative Decision and Quasi-Judicial Decision.</p> <p>An Administrative Decision is required for a mixed-use development under the following conditions:</p> <ul style="list-style-type: none"> - In the RC Zone if over 12,000 sf of gross floor area. - In the CGV Zone if over 4,000 sf of gross floor area. - In the RV zone if proposing between 9 to 20 dwelling units. More than 20 units requires a Quasi-Judicial Decision. <p>Administrative Decisions are made by the Planning or Public Works director, require a notice of application, and are subject to an open record appeal to the hearing examiner.</p> <p>Under these regulations a two-story mixed-use development in the CGV Zone with two-dwelling units (average 1,100 sf per unit) with ground floor commercial would require a Conditional use permit.</p>

Barrier	Explanation
Limited land availability and environmental constraints	There are 161 combined acres of vacant and re-developable land in the RC, RV, and CGV zones. After deducting area encumbered by critical areas, there are about 146 acres remaining. At an average allowed density of 2 du/ac (under existing Health regulations), there is a resulting capacity of 192 dwelling units (includes deductions for infrastructure, likeliness of redevelopment, and units that will only be occupied seasonally).
Environmental constraints	Environmental constraints are limited to the need for private septic and private well which require large setbacks from each other.

The major findings from the checklists were that low maximum densities, high minimum lot sizes, and restrictive permitting requirements may present significant barriers to building low and mid-rise housing types. These barriers can be largely attributed to the rural nature of RAIDs and the necessity for any developments in RAIDs to be serviced by individual wells and septic systems.

Analysis of other jurisdictions

A review of other County's rural mixed-use zoning regulations was completed to supplement the findings from the Barriers to Housing Checklists. Specific zoning regulations can be focused by comparing the zoning regulations of the mixed-use RAIDs in Island County to other rural County mixed-use zoning regulations.

This analysis compared Island County's current regulations in mixed-use RAIDs with the total average of the regulations from other counties in the state that have RAIDs (or LAMIRDs). The findings from this analysis are included in **Table 3**.

Table 3. County RAID/LAMIRD Comparison

County	Zone allowing mixed-use or multifamily (MF)	Max density in Mixed-Use/MF	Allowed units per building	Minimum lot size	Max building height	Conditions
Island	RC, RV, CGV	~2-3 du/ac	6	Health	30-40 ft	Max 2.5 stories in CGV zones.
Kittitas	R	8 du/ac	2	10,000 sf	35 ft	Duplexes allowed on 10,000 sf lots MF allowed as Conditional Use (development standards are unclear for MF)
Lewis	STMU	12 du/ac MU 24 du/ac MF	NA	Health	35-50 ft	Requires centralized water and wastewater system



Kitsap	KVC	5 du/ac	NA	NA	35 ft	Only for mixed-use developments
Whatcom	STC	6 du/ac	2	None , must meet setback requirements.	45 ft	Mixed-use allowed , provided, that no more than 50 percent of the structure shall be used for residential dwellings.

Kimley»Horn

RECOMMENDATIONS

A menu of code options was prepared using the findings from both the Barriers to Housing analysis and the Analysis of other Jurisdictions. **Table 4** shows possible code revisions that can be implemented to increase the housing types in mixed-use RAID zones. Development strategies and code options that incentivize the build out of more affordable housing types were **bolded**. The table also shows how the result of implementing the code option would change the allowed development.

Table 4. Possible Code Options

Code Subject	Change	Possible conditions/incentives	Result	Considerations
Density	Up to 12 DU per acre for mixed-use developments.	<p>Require at least ground floor commercial or 20-30% commercial dedicated floor area.</p> <p>Require at least 1 acre lot for septic or require connecting to community septic with capacity.</p> <p>Incentive: 10% permanently affordable (under 50% AMI) to get an additional 4 du/ac (up to 16 du ac)</p>	Under current existing code, a density of 12 du/ac is allowed in the Rural Center zone, only within the Clinton RAID. Expanding this max density to all of the mixed-use RAIDs under certain conditions would create more capacity for housing affordable to households making under 80% AMI.	<p>Health would need to set standards for septic needs specific to each development, which may increase cost of development.</p> <p>RAID vision (design standards).</p> <p>Density only possible in conjunction with an increase in height limits and max building gross floor area.</p>
Lot Size	0.5-acre minimum lot size or less with Health approval	Require Health approval.	Clarity on lot size standards and requirements. 0.5 acre lots are already allowed in the CGV zone.	This is only feasible assuming that all of the mixed-use RAID zones were designated on areas with existing centralized/community water supply and would not drill additional private wells (which would require 1 acre lots).

Code Subject	Change	Possible conditions/incentives	Result	Considerations
Building Height	Increase building height to 40 feet in all mixed-use zones.	Require step-back for third floor or other design standards.	Less environmental impact with taller buildings on similar size lot and increased flexibility. (Example: Situation 1 is a 12,000 single-story gross floor area building on a 0.5 acre lot would cover 55% of the lot with the building envelope and 85% of the lot in impervious surface. Situation 1 yields 6-8 attached dwelling units with no commercial space. Situation 2 is a three-story 35-40ft tall structure on a 4,000 sf building envelope on a 0.5 acre lot. Situation 2 would cover 18-20% lot with the building and about 34-40% of the lot with impervious surface. Situation 2 yields approximately 3,400 sf of ground floor commercial and 5,600-6,000 sf of residential floor area, which is enough for 5-6 dwelling units (10-12 du/ac) which could be affordable to households making under 80% AML.)	Utility constraints, community vision for the RAID, and increase in need for public services (fire safety, transportation).
Allowed use provisions	Conditional use (Type 2) should be required for buildings over 6,000 sf building envelope	Specify design standards in place of requiring conditional use permits for mixed-use development. This can lead to further increasing the conditional use threshold.	This would allow for three story buildings like the one in Situation 2 of the above cell to be built without having to go through conditional use permitting.	It may be expensive and time consuming to build out specific design standards for each mixed-use RAID zone. Could consider a more standardized approach.
Units per building	Allow up to 8 units per building in all mixed-use developments in mixed-use RAID zones	Consider a percentage of overall floor area which must be commercial. May specify first floor requirement.	Could yield a mixed-use developments with a combination of affordable dwelling units and commercial space (ground floor 5,100 sf total commercial space and two stories 8,400 sf total residential space all on a 6,000 sf building envelope. About 8 units yield, requiring 16-20 parking stalls for the entire development).	Dependent on Health requirements.

Potential Results

The recommendations and analysis in this memo would ultimately lead to an increase in the housing capacity of the mixed-use RAID zones. The increase in total housing capacity can be estimated using the LCA methodology in the CPPs. Under current CPPs there are four deductions and market factors that are applied which effectively halve the gross acreage of eligible lots (vacant and re-developable). If these factors changed, there would be a large difference in final housing capacity.

The results in Table 5 show the increase in housing capacity for each mixed-use RAID zone if the zoning standards were revised per the recommendations in this memo. These results assume that code revisions would mirror the recommendations in this memo, or that any code revisions not recommended in this memo would achieve similar results. These results also assume that if a 12 du/ac density was allowed in all of the mixed-use RAID zones, there would still be developments proposed under that density (hence, 8 du/ac in the RV and CGV zones).

Table 5. Potential Increase to Housing Capacity

Zone	Gross Acreage	Net Acreage	Proposed Density	New Housing Capacity	Current Housing Capacity	Housing Capacity Increase
RC	118.3	61.7	12	740	124	617
RV	19.7	11.3	8	90	23	67
CGV	23.1	15.0	8	119	45	74
Totals	161.0	88.0		949	192	758

Overall, when allowing up to 12 du/ac in mixed-use RAID zones, there is sufficient developable area for an increase to 949 dwelling units. To accomplish these results, close coordination with Health will be required in conjunction with recent state law changes via [SB 5275](#) for LAMIRDs which provided increased flexibility where there are public services and facilities to serve additional density. “Within a LAMIRD, any development or redevelopment of building size, scale, use, or intensity may be permitted subject to confirmation from all existing providers of public facilities and public services of sufficient capacity of existing public facilities and public services to serve any new or additional demand from the new development or redevelopment. Development and redevelopment may include changes in use from vacant land or a previously existing use so long as the new use is consistent with the local character.”



Appendix B

Vacancy Rate: 14.30%

2020 Decennial Census

Seasonal/Recreational Factor: 10.73%

Employment Capacity Rate: 17 Jobs per acre

Results with change of adjustment order							Vacant Parcel Adjustment:	10%
							Re-developable parcel Adjustment:	50%
Adjustment %	After							
	Gross Capacity	After Critical Areas deduction	After Lot Type Deduction	After Public Use Deduction	Seasonal/Recreational deduction	Net Development Potential		
				15%	10.73%			
							Net Housing Capacity	Net Employment Capacity
Total Acres	161.8	146.0	116.6	99.1	88.5	88.5	192.0	1504.1
Mixed Use RAID Zones	11.80%							
RC	118.3	104.3	81.4	69.2	61.7	61.7	123.5	1049.5
Vacant	82.8	73.0	65.7	55.9	49.9	49.9	99.7	847.8
Re-Developable	35.5	31.3	15.6	13.3	11.9	11.9	23.7	201.7
RV	6.11%							
Vacant	19.7	18.5	14.9	12.7	11.3	11.3	22.6	192.3
Re-Developable	15.1	14.2	12.8	10.9	9.7	9.7	19.4	164.7
CGV	2.30%							
Vacant	23.1	22.6	19.8	16.8	15.0	15.0	45.0	254.9
Re-Developable	21.7	21.2	19.1	16.2	14.5	14.5	43.4	246.1
RS	17.41%							
Vacant	0.8	0.6	0.6	0.5	0.4	0.4	0.9	7.4
Re-Developable	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Rural Center Zone: This zone permits a range of commercial, light manufacturing and multi-family uses that serve a broad geographic area. Mixed-use structures are encouraged.

Barrier review checklists

Exhibit B1: Moderate Density housing barrier review checklist

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
DEVELOPMENT REGULATIONS			
Unclear development regulations	Yes, there are unclear standards for the correct densities in RAIDs. There are different densities mentioned in separate sections of the code, mentioning a “base” density, minimum lot size, and max density/rooms.	RC (RAID) zone has a max residential density of "maximum permitted by County Health Department requirements" and Clinton RAID says 12 du/ac max for RC zoned area in the Clinton RAID.	Work with County Health department to create standard densities based on County Health Dept criteria and County's land use vision.
Prohibiting some moderate density housing types, such as: Duplexes Triplexes Four/five/six-plexes Townhomes Cottage housing Live-work units Manufactured home parks	No. All these housing types are either permitted or not identified.		Use table could be updated to include the conditions to build some of the unidentified housing types. Some jurisdictions lump together triplex to six-plex with multifamily or townhomes.
High minimum lot sizes	Yes.	Minimum lot size is controlled by health department. 1 acre lot size per housing unit on non-public water and 0.5 acre per unit on public water.	Work with Health Department to find solutions for smaller lots and housing types that use less water (less irrigation, smaller families).
Low maximum densities or low maximum FAR	Yes.	RC (RAID) zone has a max residential density of "maximum permitted by County Health	Work with County Health department to create standard densities based on County Health Dept

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
		Department requirements" and Clinton RAID says 12 du/ac max for RC zoned area in the Clinton RAID.	criteria and County's land use vision. Ideal density for mixed-use development is 12-24 du/acre (depending on max height)
Low maximum building heights	No. For moderate housing types, 3 stories maximum with a max height of 40 feet is feasible and won't limit development.	Duplexes to six-plexes rarely develop over 3 stories.	
Large setback requirements	No.	No front setback from roads required. 10 ft rear and side setbacks are not a huge problem.	
High off-street parking requirements	No.	1.5 parking spaces per dwelling unit is typical.	Consider a lower required parking space rate for studio units.
High impervious coverage limits	No.	80% max lot coverage/impervious surface is not likely to inhibit any type of moderate density development. The 20% open space requirement would typically be met from the setbacks.	
Lack of alignment between building codes and development codes	No.	Building design code 17.03.180 does not inhibit moderate density development.	
Other (for example: complex design standards, tree retention regulations, historic preservation requirements)	Overall, the code requirements for each zone are in a lot of different places and direct links and references are not always provided.	Landscaping, parking, and lot coverage/impervious surface/open space requirements aren't mentioned in the specific zone's section.	

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
PROCESS OBSTACLES			
Conditional use permit process	Not studied as part of this analysis.		
Design review	Not studied as part of this analysis.		
Lack of clear and accessible information about process and fees ¹³⁶	Not studied as part of this analysis.		
Permit fees, impact fees and utility connection fees	Not studied as part of this analysis.		
Processing times and staffing challenges	Not studied as part of this analysis.		
SEPA process	Not studied as part of this analysis.		
LIMITED LAND AVAILABILITY AND ENVIRONMENTAL CONSTRAINTS	No.	There is approximately 118 acres of vacant and re-developable land. Which is the most out of the mixed-use RAID zones.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Lack of large parcels for infill development	No.	Sufficient number of parcels classified as vacant/re-developable.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Environmental constraints	Yes.	Lack of public sanitary sewer systems.	

¹³⁶ For example: guidance resources are unclear or difficult to find, no digital permit tracking system, staff do not provide fee estimates or permitting time estimates are unavailable or inaccurate.

Exhibit B2: Low-Rise or Mid-Rise housing barrier review checklist

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
DEVELOPMENT REGULATIONS			
Unclear development regulations	Yes, there are unclear standards for the correct densities in RAIDs. There are different densities mentioned in separate sections of the code, mentioning a "base" density, minimum lot size, and max density/rooms.	RC (RAID) zone has a max residential density of "maximum permitted by County Health Department requirements" and Clinton RAID says 12 du/ac max for RC zoned area in the Clinton RAID.	Work with County Health department to create standard densities based on County Health Dept criteria and County's land use vision.
High minimum lot sizes	Yes.	Minimum lot size is controlled by health department. 1 acre lot size per housing unit on non-public water and 0.5 acre per unit on public water.	Work with Health Department to find solutions for smaller lots and housing types that use less water (less irrigation, smaller families, newer and more efficient fixtures).
Low maximum densities or low maximum FAR	Yes.	RC (RAID) zone has a max residential density of "maximum permitted by County Health Department requirements" and Clinton RAID says 12 du/ac max for RC zoned area in the Clinton RAID.	Work with County Health department to create standard densities based on County Health Dept criteria and County's land use vision.
Low maximum building heights	Yes. The max build height is 3 stories, which limits mixed-use development to only two stories of residential. Low-rise buildings are typically 3-6 stories	Required ground floor commercial limits residential portions of mixed-use developments to only two stories.	An increase to 4 stories maximum for mixed-use developments may only result in an increase from 40ft max build height to 45 ft. This will make it easier to build to max density and make smaller/tougher lots more marketable.
Large setback requirements	No.	No front setback from roads required. 10 ft rear and side setbacks are not a huge problem.	Consider specifying any required setbacks from incompatible uses.

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
			Consider specifying if the side setback is total or each side.
High off-street parking requirements 17.03.180 Q. Parking, access, and circulation.	No. Mixed-use developments combine residential and commercial parking requirements.	1.5 parking spaces per multi-family dwelling unit is typical.	Consider a lower required parking space rate for studio units. Consider incentivizing bike parking (can also reduce required parking standards near transit).
High impervious coverage limits	No.	80% max lot coverage/impervious surface is generous, and the open space requirement would typically be met from the setbacks.	Consider a higher max lot coverage if there is a nearby (quarter mile) recreation facility or park.
Lack of alignment between building and development codes	No.		
Other (for example: ground floor retail requirements, open space requirements, complex design standards, tree retention regulations, historic preservation requirements)			
PROCESS OBSTACLES			
Conditional use permit process 17.03.035 - Use tables	<p>Yes. Mixed-use developments require a conditional use permit if over 12,000 sf of gross floor area.</p> <p>Table Note. 6 also limits multi-family and mixed-use developments to a maximum of 6 dwelling units</p>	<p>This threshold is strict. A 2-story building with 6,000 sf ground floor area would require a CUP under these regulations.</p> <p>Developers are often put off by the necessity of a CUP. If the objective of a CUP in this case is for design review, then we suggest removing CUP as a requirement for smaller buildings and adding more design requirements.</p>	<p>Consider increasing the CUP requirement in the RC Zone. If the goal is to have smaller multi-family and mixed-use buildings (building envelope) then consider an increase to gross floor area scaling with stories. This would maintain a low impact to the environment in terms of disturbed area.</p> <p>For example, CUP required if</p>

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
			<p>a 2-story building exceeds 12,000 gross floor area scaling up to 18,000 gross floor area for a 3-story building.</p> <p>Currently, 6 dwelling units max per building is not achievable for mixed-use buildings without a CUP (assuming 2 story building, ~1300 sf per unit, ground floor commercial, 2nd floor residential)</p>
Design review	Not studied as part of this analysis.		
Lack of clear and accessible information about process and fees	Not studied as part of this analysis.		

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
Permit fees, impact fees and utility connection fees	Not studied as part of this analysis.		
Process times and staffing challenges	Not studied as part of this analysis.		
SEPA process	Not studied as part of this analysis.		
LIMITED LAND AVAILABILITY AND ENVIRONMENTAL CONSTRAINTS	No.	There is approximately 118 acres of vacant and re-developable land. Which is the most out of the mixed-use RAID zones.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Lack of large parcels for infill development	No.	The number of parcels classified as vacant/re-developable in the RC zone could greatly help meet capacity for lower AMI households.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Environmental constraints	Yes.	Lack of public sanitary sewer systems.	

Camano Gateway Village (CGV) Zone is applied to the Camano Gateway and Terry's Corner existing areas of mixed use, non-residential or commercial development. This zone permits a range of uses that are limited in scale, intensity and size that provide commercial services to local residents and uses that support local commerce.

Barrier review checklists

Exhibit B1: Moderate Density housing barrier review checklist

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
DEVELOPMENT REGULATIONS			
Unclear development regulations			
Prohibiting some moderate density housing types, such as: Duplexes Triplexes Four/five/six-plexes Townhomes Cottage housing Live-work units Manufactured home parks	No. All these housing types are either permitted or not identified.		Use table could be updated to include the conditions to build some of the unidentified housing types. Some jurisdictions lump together triplex to six-plex with multifamily or townhomes.
High minimum lot sizes	No	Per code, minimum lot size does not apply to individual attached dwelling units.	
Low maximum densities or low maximum FAR	Yes.	The max density is 3 dwelling units per acre. At this density only detached single family homes would be feasible.	Increase density to encourage moderate density housing.
Low maximum building heights	No. For moderate housing types, 2 stories maximum with a max height of 35 feet is feasible and won't limit moderate housing type development.	Duplexes to six-plexes often develop at 1 or 2 stories. Single family, cottages and ADUs often 1 or 2 stories.	
Large setback requirements	No.	10 ft front setback from roads required.	

		10 ft rear and side setbacks	
High off-street parking requirements	No.	1.5 parking spaces per dwelling unit is typical.	If increasing density above 12 du/acre, consider a lower required parking space rate for developments near major transit or with accessory dwellings.
High impervious coverage limits	No.	The max building coverage is 50%, which wouldn't limit moderate density housing types.	
Lack of alignment between building codes and development codes	No.	Building design code 17.03.180 does not inhibit moderate density development.	
Other (for example: complex design standards, tree retention regulations, historic preservation requirements)	Overall, the code requirements for each zone are in a lot of different places and direct links and references are not always provided.	Landscaping, parking, and lot coverage/impervious surface/open space requirements aren't mentioned in the specific zone's section.	

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
PROCESS OBSTACLES			
Conditional use permit process	Not studied as part of this analysis.		
Design review	Not studied as part of this analysis.		
Lack of clear and accessible information about process and fees ¹³⁶	Not studied as part of this analysis.		
Permit fees, impact fees and utility connection fees	Not studied as part of this analysis.		
Processing times and staffing challenges	Not studied as part of this analysis.		
SEPA process	Not studied as part of this analysis.		
LIMITED LAND AVAILABILITY AND ENVIRONMENTAL CONSTRAINTS			
Lack of large parcels for infill development	Yes	Low number of parcels classified as vacant/re-developable.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Environmental constraints	Yes.	Septic	Discuss potential opportunities to provide creative sewer solutions to expand availability with DOH.

¹³⁶ For example: guidance resources are unclear or difficult to find, no digital permit tracking system, staff do not provide fee estimates or permitting time estimates are unavailable or inaccurate.

Exhibit B2: Low-Rise or Mid-Rise housing barrier review checklist

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
DEVELOPMENT REGULATIONS			
Unclear development regulations Table 17.03.035.C. RAID Uses	Yes. Use table note ****: <i>"In the Camano Gateway Village structures greater than 10,000 square feet are prohibited"</i> Use table note 5 regarding mixed-use developments: <i>"Any permitted use that exceeds 8 dwelling units (requires a CUP)"</i>	Current Use Table notes for the CGV zone imply that mixed-use developments over 8 du are possible in the CGV zone with a CUP. However, 8 dwelling unit mixed-use developments are unlikely to be built since structures greater than 10,000 square feet are prohibited. Assuming 2 stories, 1100 sf avg unit size, ground-floor commercial, and 25% factor for non-liveable area: 8 dwelling units would require a build pad of at least 11,000 sf, which exceeds the max structure size in the CGV zone.	Consider increasing the structure size limit in the CGV zone or specifying if the structure size limit is only specific to ground floor. Consider aligning CUP requirements with any proposed density changes.
High minimum lot sizes	No	Per code, minimum lot size does not apply to individual attached dwelling units.	
Low maximum densities or low maximum FAR	Yes.	The max density is 3 dwelling units per acre. At this density only detached single family homes would be feasible.	Increase density to encourage low-rise density housing. Ideal density for mixed-use development is 12-24 du/acre (depending on max height).
Low maximum building heights	Yes. The max build height is 2 stories, which limits mixed-use development to only one story of residential. Low-rise buildings are typically 3-6 stories	Required ground floor commercial limits residential portions of mixed-use developments to only one story.	An increase to 3 stories maximum for mixed-use developments would not result in an increase in build height. This will make it easier to build higher density mixed-use and make smaller/encumbered lots more marketable.

			An option can be allowing an increase in stories for mixed-use developments.
Large setback requirements	No.	No front setback from roads required. 10 ft rear and side setbacks are not a huge problem.	Consider specifying any required setbacks from incompatible uses. Consider specifying if the side setback is total or each side.
High off-street parking requirements 17.03.180 Q. Parking, access, and circulation.	No. Mixed-use developments combine residential and commercial parking requirements.	1.5 parking spaces per multi-family dwelling unit is typical.	Consider a lower required parking space rate for studio units. Consider incentivizing bike parking (can also reduce required parking standards near transit).
High impervious coverage limits	Maybe. Depends on desired density	50% max building coverage is limiting for mixed-use developments which typically build on a larger build pad, and some may even provide underground/ground floor parking within the structure. 70% max impervious surface won't inhibit mixed-use development, but if a higher density is proposed, the parking requirements may give reason to increase the impervious surface maximum.	Consider a higher max lot coverage if there is a nearby (quarter mile) recreation facility or park. Consider increasing max lot coverage and max impervious for mixed-use developments proposing underground or structured parking.
Lack of alignment between building and development codes	No.		
Other (for example: ground floor retail requirements, open space requirements, complex design standards, tree retention regulations, historic preservation requirements)			
PROCESS OBSTACLES			
Conditional use permit process 17.03.035 - Use tables	Yes. Mixed-use developments require a conditional use permit if over 4,000 sf of gross floor area.	This threshold is low. A 2 story building with 2,000 sf ground floor area would meet this and require a CUP. 8 dwelling units is the other threshold for	Consider increasing the CUP requirement for mixed-use developments. If the goal is to have smaller multi-family and mixed-use buildings (build pad)

	<p>Table Note. 5 Any permitted use that exceeds 8 dwelling units requires a CUP.</p> <p>requiring a Type 2 CUP. 8 dwelling units as part of a mixed-use development would require at least 24,000 sf of gross floor area (assuming ground floor commercial and 1,100 sf per unit).</p> <p>This gross floor area would require a CUP under table note 3, as well as wouldn't even be permitted in the CGV zone use table note ****: "In the Camano Gateway Village structures greater than 10,000 square feet are prohibited"</p> <p>Currently there is no way to build 8 dwelling units as part of a mixed-use development in the CGV zone.</p>	<p>then consider an increase to gross floor area scaling with stories. For example, CUP required if a 2 story building exceeds 12,000 gross floor area scaling up to 18,000 gross floor area for a 3 story building.</p>
Design review	Not studied as part of this analysis.	
Lack of clear and accessible information about process and fees	Not studied as part of this analysis.	

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
Permit fees, impact fees and utility connection fees	Not studied as part of this analysis.		
Process times and staffing challenges	Not studied as part of this analysis.		
SEPA process	Not studied as part of this analysis.		
LIMITED LAND AVAILABILITY AND ENVIRONMENTAL CONSTRAINTS	Yes	There is approximately 15 acres of vacant and re-developable land.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Lack of large parcels for infill development	Yes	Low number of parcels classified as vacant/re-developable.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Environmental constraints	Yes.	Septic	Discuss potential opportunities to provide creative sewer solutions to expand availability with DOH.

The Rural Village (RV) Zone is applied to existing areas of mixed-use or intense non-residential or commercial development and encompasses the logical outer boundary of the existing pattern of mixed-use or non-residential development located on a state highway or county arterial. This zone permits a range of commercial services that are limited in scale, intensity and size that typically serve a localized geographic area. Mixed-use structures are encouraged.

Barrier review checklists

Exhibit B1: Moderate Density housing barrier review checklist

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
DEVELOPMENT REGULATIONS			
Unclear development regulations	Yes, there are unclear standards for the correct densities in RAIDs. There are different densities mentioned in separate sections of the code, mentioning a “base” density, minimum lot size, and max density/rooms.	RV (RAID) zone has a max residential density of "maximum permitted by County Health Department requirements"	Work with County Health department to create standard densities based on County Health Dept criteria and County's land use vision.
Prohibiting some moderate density housing types, such as: Duplexes Triplexes Four/five/six-plexes Townhomes Cottage housing Live-work units Manufactured home parks	No. All these housing types are either permitted or not identified.		Use table could be updated to include the conditions to build some of the unidentified housing types. Some jurisdictions lump together triplex to six-plex with multifamily or townhomes.
High minimum lot sizes	Yes.	Minimum lot size is controlled by health department. 1 acre lot size per housing unit on non-public water and 0.5 acre per unit on public water.	Work with Health Department to find solutions for smaller lots and housing types that use less water (less irrigation, smaller families, newer and more efficient fixtures).
Low maximum densities or low maximum FAR	Yes.	RV (RAID) zone has a max residential density of	Work with County Health department to create

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
		"maximum permitted by County Health Department requirements"	standard densities based on County Health Dept criteria and County's land use vision.
Low maximum building heights	No. For moderate housing types, 2 stories maximum with a max height of 30 feet is feasible and won't limit moderate housing development.	Duplexes to sixplexes often develop at 1 or 2 stories. Single family, cottages and ADUs often 1 or 2 stories.	
Large setback requirements	No.	No front setback from roads required. 10 ft rear and side setbacks are not a huge problem.	
High off-street parking requirements	No.	1.5 parking spaces per dwelling unit is typical.	Consider a lower required parking space rate for developments near major transit or with accessory dwellings.
High impervious coverage limits	No.	70% max lot coverage/impervious surface is generous and won't inhibit single family to 6-plex developments. 50% max lot coverage won't be a problem at the allowed densities. A 9,000 sf 6-plex building (assuming 2 stories, 1500 sf unit ground floor area) would need 18,000 sf to max the lot coverage. (this gross density isn't currently allowed in the RV zone, ~12 du/ac)	

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
Lack of alignment between building codes and development codes	No.	Building design code 17.03.180 does not inhibit moderate density development.	
Other (for example: complex design standards, tree retention regulations, historic preservation requirements)	Overall, the code requirements for each zone are in a lot of different places and direct links and references are not always provided.	Landscaping, parking, and lot coverage/impervious surface/open space requirements aren't mentioned in the specific zone's section.	

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
PROCESS OBSTACLES			
Conditional use permit process	Not studied as part of this analysis.		
Design review	Not studied as part of this analysis.		
Lack of clear and accessible information about process and fees ¹³⁶	Not studied as part of this analysis.		
Permit fees, impact fees and utility connection fees	Not studied as part of this analysis.		
Processing times and staffing challenges	Not studied as part of this analysis.		
SEPA process	Not studied as part of this analysis.		
LIMITED LAND AVAILABILITY AND ENVIRONMENTAL CONSTRAINTS			
Lack of large parcels for infill development	Yes	Low number of parcels classified as vacant/re-developable.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Environmental constraints	Yes.	Septic	

¹³⁶ For example: guidance resources are unclear or difficult to find, no digital permit tracking system, staff do not provide fee estimates or permitting time estimates are unavailable or inaccurate.

Exhibit B2: Low-Rise or Mid-Rise housing barrier review checklist

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
DEVELOPMENT REGULATIONS			
Unclear development regulations	Yes, there is unclear standards for the correct densities in RAIDs. There are different densities mentioned in separate sections of the code, mentioning a “base” density, minimum lot size, and max density/rooms.	RC (RAID) zone has a max residential density of "maximum permitted by County Health Department requirements".	Work with County Health department to create standard densities based on County Health Dept criteria and County's land use vision.
High minimum lot sizes	Yes.	Minimum lot size is controlled by health department. 1 acre lot size per housing unit on non-public water and 0.5 acre per unit on public water.	Work with Health Department to find solutions for smaller lots and housing types that use less water (less irrigation, smaller families, newer and more efficient fixtures).
Low maximum densities or low maximum FAR	Yes.	RV (RAID) zone has a max residential density of "maximum permitted by County Health Department requirements".	Work with County Health department to create standard densities based on County Health Dept criteria and County's land use vision.
Low maximum building heights	Yes. The max build height is 2 stories, which limits mixed-use development to only one story of residential. Low-rise buildings are typically 3-6 stories	Required ground floor commercial limits residential portions of mixed-use developments to only one story. This restriction will often deter mixed-use development.	<p>An increase to 3 or 4 stories maximum for mixed-use developments may only result in an increase from 30 ft max build height to 35ft or 45 ft. This will make it easier to build to max density and make smaller/encumbered lots more marketable to developers.</p> <p>An option can be allowing an increased building height for mixed-use developments to</p>

			allow for an additional floor of residential.
Large setback requirements	No.	No front setback from roads required. 10 ft rear and side setbacks are typical and won't hinder development.	Consider specifying if there are any required setbacks from incompatible uses (adjacent to residential zone/use). Consider specifying if the side setback is total or each side.
High off-street parking requirements 17.03.180 Q. Parking, access, and circulation.	No. Mixed-use developments combine residential and commercial parking requirements.	1.5 parking spaces per multi-family dwelling unit is typical.	Consider a lower required parking space rate for studio units. Consider incentivizing bike parking (can also reduce required parking standards near transit).
High impervious coverage limits	Maybe. Depends on desired density	50% max building coverage is limiting for mixed-use developments which typically build on a larger building pad, and some may even provide underground/ground floor parking within the structure. 70% max impervious surface won't inhibit mixed-use development, but if a higher density is proposed, the parking requirements may give reason to increase the impervious surface maximum.	Consider a higher max lot coverage if there is a nearby (quarter mile) recreation facility or park. Consider increasing max lot coverage and max impervious for mixed-use developments.
Lack of alignment between building and development codes	No.		
Other (for example: ground floor retail requirements, open space requirements, complex design standards, tree retention regulations, historic preservation requirements)	None identified.		

PROCESS OBSTACLES			
<p>Conditional use permit process</p> <p>17.03.035 - Use tables</p>	<p>Yes. Per table note 3. Mixed-use developments require a conditional use permit if over 4,000 sf of gross floor area. “Any permitted use that exceeds 4,000 square feet gross floor area require a Type II Conditional Use”</p> <p>Table Note. 20: One (1) to eight (8) units processed as a Type 1 Ministerial Use, nine (9) to twenty (20) units processed as a Type II Conditional Use, twenty-one (21) to forty (40) units processed as a Type III Conditional Use.</p>	<p>This threshold is low. A 2-story building with 2,000 sf ground floor area would meet this and require a CUP. Mixed-use developments are basically required to permit through a CUP under these regulations.</p> <p>Although Table note 20 specifies that one to eight unit developments are processed as a Type 1 permit, as specified above, any mixed-use development above 2 units would require a Type 2 CUP.</p>	<p>Consider an increase to gross floor area scaling with stories. For example, CUP required if a mixed-use 2 story building exceeds 12,000 gross floor area scaling up to 18,000 gross floor area for a 3-story building.</p>
Design review	Not studied as part of this analysis.		
Lack of clear and accessible information about process and fees	Not studied as part of this analysis.		

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
Permit fees, impact fees and utility connection fees	Not studied as part of this analysis.		
Process times and staffing challenges	Not studied as part of this analysis.		
SEPA process	Not studied as part of this analysis.		
LIMITED LAND AVAILABILITY AND ENVIRONMENTAL CONSTRAINTS	Yes	There is approximately 11.3 acres of vacant and re-developable land.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Lack of large parcels for infill development	Yes	Low number of parcels classified as vacant/re-developable.	Consider increasing the boundaries of RAIDs to include more properties or make re-zoning into a mixed-use RAID zone easier if your property is adjacent to the boundary.
Environmental constraints	Yes.	Septic	



RAID Density Analysis 2025 Comprehensive Plan

**Long Range Planning
December 18, 2024**

What are RAIDs?

- Rural Areas of More Intensive Development (RAIDs) are specific areas, identified in our 1998 Comp Plan, where more intensive development exists or is allowed under certain conditions.
 - Purpose: Preserve rural character while recognizing areas with historical or existing non-rural levels of development while allowing for economic development in rural settings without undermining Growth Management Act (GMA) goals.
 - RCW 36.70A.070(5)(d)(i-iii) describes three different types
 - Existing commercial, industrial, residential, or mixed-use areas
 - Small scale recreation and tourist use areas
 - Intensification of development on lots containing nonresidential uses

RAID guidelines

- RAIDs must reflect areas that were already characterized by more intensive development as of July 1, 1990. This ensures that new RAIDs are not artificially created to encourage growth in rural areas.
- Clear boundaries must be established to contain the RAID and prevent it from expanding in ways that could lead to sprawl. This boundary-setting process must align with rural character and GMA guidelines.
- Development within RAIDs should maintain the rural character and comply with local development regulations. Urban-level services and facilities, such as new sewer systems or urban densities, are generally not permitted unless they were pre-existing.

Purpose of the RAID Analysis

- The goal of the analysis is to identify potential existing barriers to higher density developments within Island County's mixed-use RAIDs and suggest regulation changes to reduce or remove these barriers and bridge the gap between current capacity and future need for homes affordable to households making under 80% area median income (AMI).

Mixed-Use RAID Zone	Gross Development Potential (acres)	Net Development Potential (acres)
Rural Center (RC)	118.3	61.7
Rural Village (RV)	19.7	11.3
Camano Gateway Village (CGV)	23.1	15.0
Rural Service (RS)	0.8	0.4
Totals	161.8	88.5

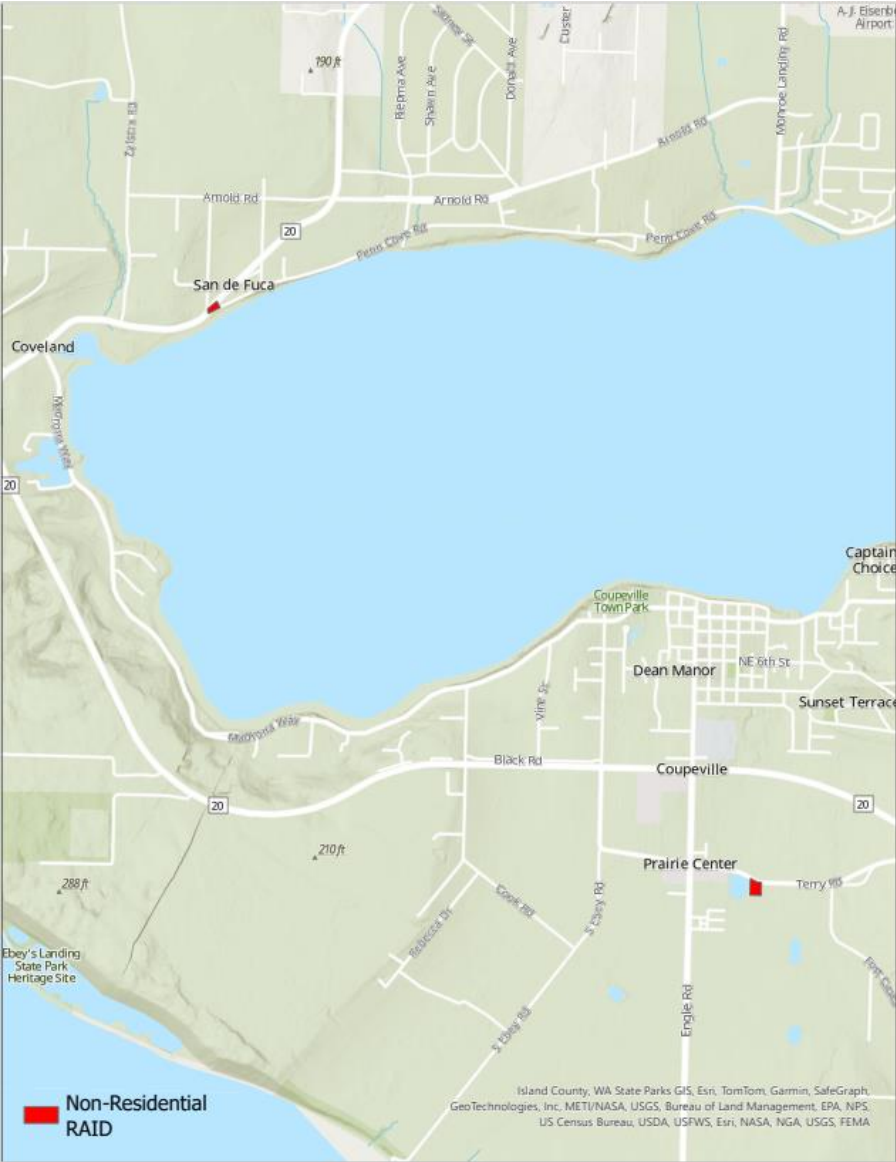
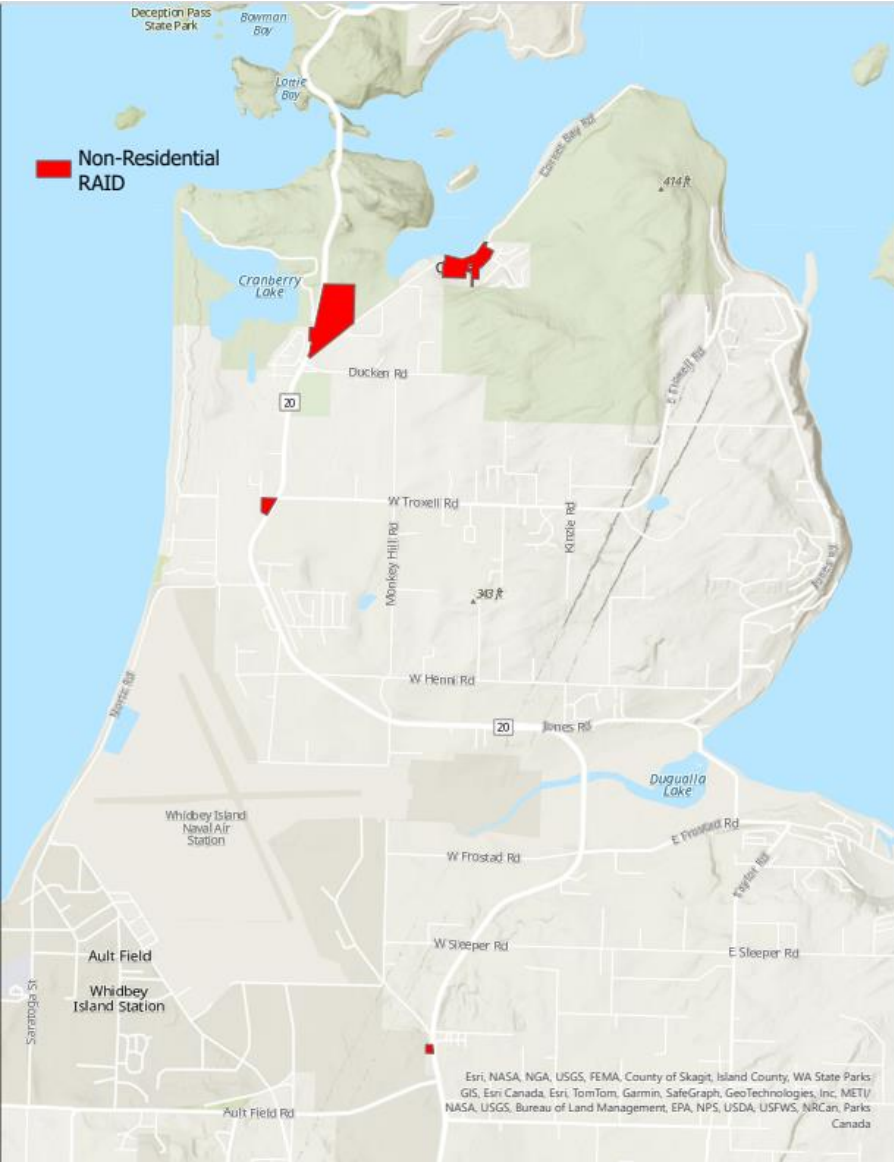
Current Island County RAIDs

Cornet Bay

Deception
Pass

Soundview
Shopper

Liberty
Market



Old San Juan
de Fuca
Store

Ebey's Bowl

Current Island County RAIDs cont.

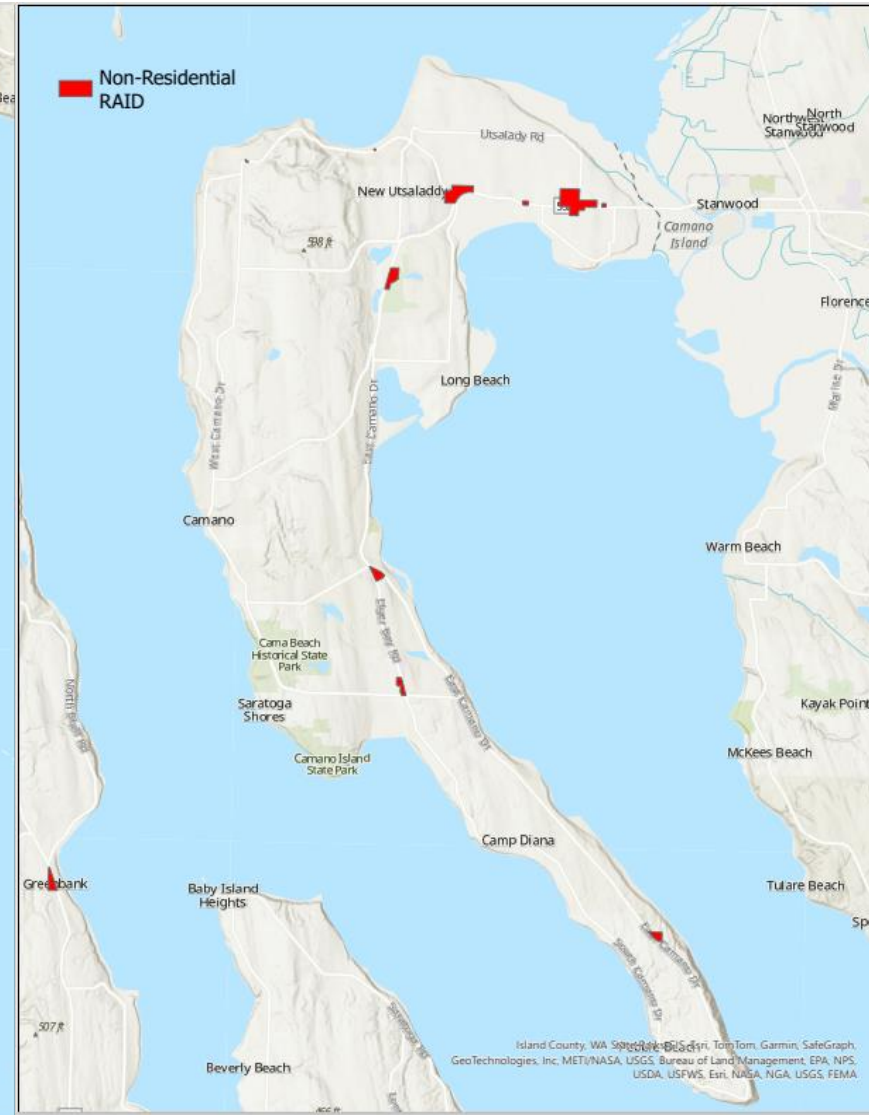
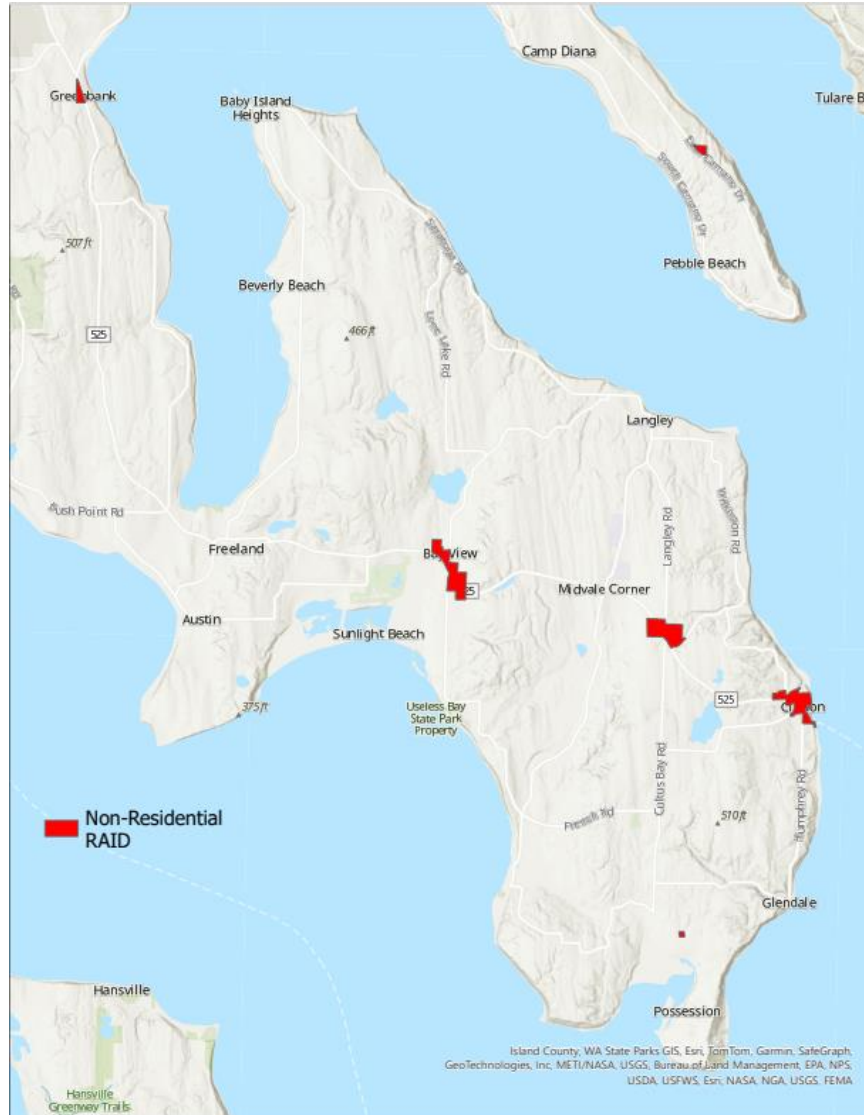
Greenbank

Bayview

Ken's Korner

Clinton

Bailey's
Corner Store



Second Chance
Thrift & Bike Shop

Camano Gateway

Camano Marine

Terry's Corner

Utsalady Store

Huntington Grocery

Camano Plaza

Camano Country
Club

Elger Bay

Tyee Grocery

Barriers Identified to Housing in RAIDs

- Unclear development regulations, High minimum lot sizes, Low maximum densities or low maximum FAR.
 - Each of these standards are regulated by the Island County Department of Health (Health) on a site-by-site basis.
- Low maximum building heights (2-3 stories)
 - Limits mixed-use developments to only 1-2 residential stories when requiring ground floor commercial.
- Conditional use permit process
 - An Administrative Decision is required for a mixed-use development under the following conditions:
 - In the RC Zone if over 12,000 sf of gross floor area.
 - In the CGV Zone if over 4,000 sf of gross floor area.
 - In the RV zone if proposing between 9 to 20 dwelling units. More than 20 units requires a Quasi-Judicial Decision.

Barriers to Housing cont.

- Limited land availability and environmental constraints
 - There are 161 combined acres of vacant and re-developable land in the RC, RV, and CGV zones. After deducting area encumbered by critical areas, there are about 146 acres remaining. At an average allowed density of 2 du/ac (under existing Health regulations), there is a resulting capacity of 192 dwelling units.
- Environmental constraints
 - Environmental constraints are limited to the need for private septic and private well which require large setbacks from each other.

County RAID/LAMIRD Comparison

County	Zone allowing mixed-use or multifamily (MF)	Max density in Mixed-Use/MF	Allowed units per building	Minimum lot size	Max building height	Conditions
<u>Island</u>	RC, RV, CGV	~2-3 du/ac	6	Health	30-40 ft	Max 2.5 stories in CGV zones.
<u>Kittitas</u>	R	8 du/ac	2	10,000 sf	35 ft	Duplexes allowed on 10,000 sf lots MF allowed as Conditional Use (development standards are unclear for MF)
<u>Lewis</u>	STMU	12 du/ac MU 24 du/ac MF	NA	Health	<u>35-50 ft</u>	Requires centralized water and wastewater system
<u>Kitsap</u>	KVC	<u>5 du/ac</u>	NA	NA	<u>35 ft</u>	Only for mixed-use developments
<u>Whatcom</u>	<u>STC</u>	6 du/ac	2	<u>None</u> , must meet setback requirements.	<u>45 ft</u>	<u>Mixed-use allowed</u> , provided, that no more than 50 percent of the structure shall be used for residential dwellings.

Potential increase to housing capacity

Zone	Gross Acreage	Net Acreage	Proposed Density	New Housing Capacity	Current Housing Capacity	Housing Capacity increase
RC	118.3	61.7	12	740	124	617
RV	19.7	11.3	8	90	23	67
CGV	23.1	15.0	8	119	45	74
Totals	161.0	88.0		949	192	758



Questions?

Long Range Planning

CompPlan@islandcountywa.gov

www.islandcounty2045.com



Island County Planning and Community Development

Mary Engle, Director

1 NE 7th St., Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

~ MEMORANDUM ~

TO: Board of County Commissioners
FROM: John Lanier, Principal Planner
DATE: November 22, 2024
SUBJECT: Shangri-la Shores, Inc. Water System (WSR 116/24)

Proposal

The Shangri-la Shores, Inc. Water System is proposing to update the Service Area Boundaries of the Water System by adding one additional parcel to the existing system area that will provide a location for an additional well. These changes, if approved, will be incorporated into the Service Area Boundaries map in the Island County Coordinated Water System Plan (CWSP).

Preliminary Review:

The Shangri-la Shores, Inc. Water System applied for Water System Review (WSR 116/24) on May 28, 2024. The Water System Review has been reviewed by Planning staff.

Staff Recommendation

The Water System Review application has been reviewed by Planning in accordance of Island County Code, the Island County Comprehensive Plan, and state requirements.

Staff recommends the Board of Commissioners schedule a public hearing to consider approval of Water System Review 116/24, revising the boundary of the Shangri-la Shores, Inc. Water System in the Service Area Boundaries map in the Island County Coordinated Water System Plan (CWSP).

Attachments:

- Shangri-la Shores, Inc. Water System Application Materials
- Staff Recommendation for WSR 116/24
- Draft Resolution 116/24 WSR, PLG-007-24
 - Map of Proposed Future Service Area



ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

PHONE: 360.679.7339 ■ from Camano 360.629.4522, Ext. 7339 ■ from S. Whidbey 360.321.5111
x 7339 FAX: 360.679.7306 ■ 1 NE 7th Street, P. O. Box 5000, Coupeville, WA 98239-5000
Internet Home Page: <http://www.islandcountywa.gov/planning>

WATER SYSTEM REVIEW APPLICATION

Purpose of a Water System Review: To establish that water systems' current and future service areas meet the needs of Island County as defined in the Island County Comprehensive Plan, the Island County Development Regulations and the Island county Coordinated Water System Plan.

Remember: if you have any questions or comments please do not hesitate to phone, email, or make an appointment with the Planning Department. All requested items listed below must be provided and complete at the time of application or the application will not be accepted. The purpose of this cover sheet and checklist is to ensure that the minimum requirements have been met before an application can be accepted. After the application is accepted a more detailed review will be provided to ensure the application is technically complete. Please use the Applicant Checklists to ensure you have provided all information required for your project.

ELECTRONIC SUBMITTAL PROCESS

It is preferred for applicants to use the electronic submittal process to submit application documents. Please submit documents in PDF file format, to planningdept@islandcountywa.gov. Emails over 7 MB should be sent through a file sharing application, portable USB, or contact the Planning Department for an FTP sharing link. One of our planners will look over your documents to determine if your application can be submitted or if modifications are required. When the planner approves the electronic application for submission, we will provide you with a fee estimate. Please mail in the original signed application, fee estimate, and a check. (If the application form requests more copies, please disregard. The original is sufficient). Once Planning and Community Development receives the hard copies and payment, the applicant can expect to receive a letter of completeness indicating that the review period has begun, or is incomplete and requires changes.

Mailing address for USPS deliveries is:

Planning & Community Development
1 NE 7th St.
Coupeville, WA 98239

For FedEx or UPS deliveries, mail to:

Planning & Community Development
1 NE 6th St.
Coupeville, WA 98239

IF APPLICANT CHOOSES IN PERSON SUBMITTAL AN APPOINTMENT IS PREFERRED

PLEASE BRING ORIGINAL APPLICATION AND DOCUMENTS AND ELECTRONIC COPIES (USB)

Whidbey: call 360-679-7339

Camano: call 360-387-3443

Please plan for up to 60 minutes for a submittal appointment.

Applicant Use	APPLICATION REQUIREMENTS CHECKLIST	County Use Only
<input checked="" type="checkbox"/>	1. Completed Water System Review Form Parts A and B.	
<input checked="" type="checkbox"/>	2. Signatures of authorized water system operator.	
<input checked="" type="checkbox"/>	3. A legible plot plan showing:	
<input checked="" type="checkbox"/>	a. Drawn to standard engineering scale not to exceed 1" = 500'. Indicate scale and provide bar scale	
<input checked="" type="checkbox"/>	b. North Arrow	
<input checked="" type="checkbox"/>	c. Boundaries and dimensions of all parcels within the service and source areas. Label lots that are currently serviced, lots that have been allocated water shares but do not have service yet, and lots that are within the future service area.	
<input checked="" type="checkbox"/>	d. Location, size, and purpose of all existing (temporary or permanent) and proposed buildings related to the operation of the water system. For example, water storage tanks, pump houses, and sheds. Label each as existing or proposed.	
<input checked="" type="checkbox"/>	e. Show the distances between buildings related to the operation of the water system and property lines.	
<input checked="" type="checkbox"/>	f. Location, dimensions, and pressure of all existing and proposed water lines, labeled existing and proposed.	
<input checked="" type="checkbox"/>	g. Width and name of road(s) boarding and crossing the service and source areas.	
<input checked="" type="checkbox"/>	h. Location of septic tank, drainfield, reserve area, and tightline within 250' of well(s).	
<input checked="" type="checkbox"/>	i. Location of all fire hydrants connected to the water system.	
<input checked="" type="checkbox"/>	4. Neighborhood Vicinity Map that includes the following:	
<input checked="" type="checkbox"/>	a. Drawn to standard engineering scale not to exceed 1" = 500'. Indicate scale and provide bar scale.	
<input checked="" type="checkbox"/>	b. North Arrow.	
<input checked="" type="checkbox"/>	c. Roadways, parcels, and driveways within 100 feet of the subject sites in all directions.	
<input checked="" type="checkbox"/>	d. Location of adjacent and nearby water system boundaries.	

COUNTY USE ONLY:

APPLICATION NUMBER

DATE RECEIVED

FEE PAID

RECEIPT

Application information is to be typed or neatly printed. Please provide all information requested. If any portion is not applicable enter N/A in the blank. Submit the electronic copy, original, and one copy of this application and all necessary documentation and plans as outlined on the Application Checklist to the Island County Department of Planning and Community Development. Illegible and/or incomplete applications will not be accepted. An application will not be considered technically complete until a Notice of Application is provided.

WATER SYSTEM REVIEW

PART A

HEAD OF THE WATER SYSTEM: Lois Craig (HOA President)

SIGNATURE: Lois Craig

ADDRESS: PO Box 296

PHONE: () (425) 478-8701

CITY: Coupeville STATE: WA ZIP: 98239

EMAIL: lec2910@comcast.net

CONTACT PERSON*: Aaron Bowman, PE

SIGNATURE: Aaron Bowman

ADDRESS: PO Box 1132

PHONE: () (540) 325-4522

CITY: Freeland STATE: WA ZIP: 98249

EMAIL: Aaron@DCGwatershed.com

*THE AUTHORIZED CONTACT PERSON WILL BE THE ONLY PARTY THAT WILL RECEIVE CORRESPONDENCE, REPORTS, NOTICES, AND INQUIRIES

OWNER: Shangri-La Shores Inc.

SIGNATURE: _____

(IF OTHER THAN CONTACT)

ADDRESS: PO Box 296

PHONE: () (425) 478-8701

CITY: Coupeville STATE: WA ZIP: 98239

EMAIL: lec2910@comcast.net

NAME OF WATER SYSTEM: Shangri-La Shores Inc

Assessor Parcel Number(s): New Parcel: R23118-393-5090 Plat Name: Shangri-La-Shores 1 & 2

Section: 8 Township: 31N Range: 2E ¼ Section: SW SW

Location: ☐ North Whidbey ☒ Central Whidbey ☐ South Whidbey ☐ Camano Island

Comprehensive Plan Land Use Designation(s): Residential RAIDs and Rural Land

Zoning: Rural & Rural Res.

Allowed Number of Water Shares: 90 Number of Water Shares in Use 58

BRIEF DESCRIPTION OF PROPOSAL:

Shangri-La requests a service area expansion to add 1 Parcel into the Water System for a potential 2 future water service connections to that parcel.

No increase in Approved DOH connections is needed or requested for the expansion.

OTHER COUNTY, STATE, OR FEDERAL APPLICATIONS OR PERMITS OBTAINED OR PENDING:

A copy of this report will be sent concurrently to DOH for review/approval.

WATER SYSTEM REVIEW

PART B

To aid in the orderly development of water systems located within Island County and to ensure that water systems meet the zoning goals and criteria outlined in the Island County Comprehensive Plan and Development Regulations, purveyors are required to complete the water system review.

Supplemental Review Requirements: In addition to the information required in Part A, the following must be submitted for the Water System Review. All written and mapped materials shall be legible and shall include or show the requirements listed within the application.

Questions:

1. Identify the water system's current and future service areas, including a map, parcel numbers and sizes (note if attached):

Please see attached Service Area Map

2. Names, addresses, and telephone numbers of associated professional consultants such as geologists or engineers not identified in Part A:

Civil Engineer: Aaron Bowman, PE DCG/Watershed Aaron@DCGwatershed.com

3. Description of the system's wells and/or surface intakes, including their location, size, capacity, and associated equipment:

Existing Groundwater Well: AGA984 WELL 1 (S01) Capacity: 50 gpm

Parcel: S8150-00-01001-0

4. Description of the systems storage capacity, including location, size, capacity, and associated equipment:

79,000 gallon concrete water storage reservoir

Parcel: R23117-436-0240

I hereby certify that I am the authorized applicant named above and that I have familiarized myself with the rules, regulations, and procedures with respect to preparing and filing this application and that all statements, answers and information provided as part of this submittal are in all respects complete, true, and accurate to the best of my knowledge and belief.

Aaron Bowman, PE

Name (Please Print)

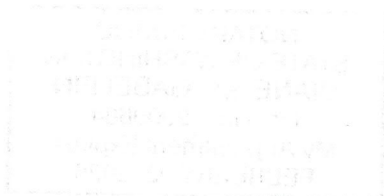
Aaron Bowman

Signature (Owner or Authorized Agent)

10/10/23

Date

If the signature is other than the property owner, an Agent Authorization Form must accompany this application.





APPLICANT AUTHORIZATION FORM

If you are authorizing an agent or contractor to apply for permit(s) on your behalf, you must complete this form providing authorization for a designated agent to apply for permit(s) on your behalf. This form is required for the protection of the landowner. A permit/application authorizing an agent to act on the landowner's behalf that is not accompanied by a signed and notarized Applicant Authorization Form will not be accepted.

I/We, Shangri-La Shores Inc. Homeowners Association the owner(s) of the subject property, understand that by completing this form I/We hereby authorize Aaron Bowman to act as my/our agent. I/We understand that said agent will be authorized to submit applications/permits on my/our behalf. I also understand that once a permit/application has been submitted that all future correspondence may be directed to said agent.

ALL PROPERTY OWNERS OF RECORD MUST SIGN THIS FORM

- 1) Lois Craig
Property Owner Name(s) (print)
Lois Craig
Signature(s)
- 2) _____
Property Owner Name(s) (print)

Signature(s)
- 3) _____
Property Owner Name(s) (print)

Signature(s)
10/26/23
Date

State of Washington)
County of Island)

I certify that I know or have satisfactory evidence that

Lois E Craig
signed this instrument and acknowledged it to be (his/her)
free and voluntary act for the uses and purposes mentioned
in this instrument.

Dated 10/26/23
Signature of Diane M Gabelein
Notary Public
Printed Name Diane M Gabelein
Residing at Clinton
My appointment expires 2/03/26

NOTARY PUBLIC
STATE OF WASHINGTON
DIANE M. GABELEIN
Lic. No. 22009684
My Appointment Expires
FEBRUARY 03, 2026

Stamp



ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339 ■ from S. Whidbey (360) 321-5111, Ext. 7339 FAX: (360) 679-7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000.
<https://www.islandcountywa.gov/Planning/Pages/Home.aspx>

STAFF REPORT & RECOMMENDATION WATER SYSTEM REVIEW – TYPE IV 116/24 WSR – SHANGRI-LA SHORES WATER SYSTEM

I – PROPOSAL

The Applicants are proposing to expand the Service Area Boundaries of the Shangri-la Shores Water System by adding one additional parcel to house an additional well. The change, if approved, will be incorporated into the Service Area Boundaries map in the Island County Coordinated Water System Plan(CWSP).

II – GENERAL INFORMATION

Applicant	Organization	Shangri-la Shores, Inc. Water System PO Box 296, Coupeville, WA 98239
	Contact	Aaron Bowman, PE – 540.325.4522
	Water System Classification	Add additional parcel for new well location
	Water Source	Groundwater Wells
	Approved Connections	90 connections – 58 in use
	Application Date	March 28, 2024
	Permit Type	Water System Review – Type IV Legislative Decision
	Permit Number	116/24 WSR
	County Staff Contact	John Lanier – 360.678.7811

III – SITE DATA

Affected Parcel Number	R23118-393-5090
Address	N/A
Property Owner	Charles M Crouse Trustee
Location	Coupeville, WA
Total Area Affected	Approximately 12.3 acres
Zone Designation	Rural (R)
Allowable Density	R – 1 dwelling unit per 5 acres
Associated Permits	None

IV – REGULATORY COMPLIANCE*

**There is no section of County Code that deals directly with planning standards or requirements. ICC 13.03A has specific standards for water system design and fire flow requirements. RCW 70.116, WAC 246-290, and the Island County Coordinated Water Service Plan provide administrative guidance for processing these applications. The purpose of requiring County review is to ensure that water system boundaries are not overlapping (in order to provide predictability to landowners and to improve the efficient provision of water to those landowners) and to ensure that the underlying zoning is consistent with the expected number of connections the system is accounting for.*

Local Government Review Items	Complies (Y/N)	Comments
Proposal is consistent with the Island County Coordinated Water System Plan (CWSP).	Y	Island County Planning Department has reviewed the submitted materials and has determined that the proposal is consistent with the CWSP.
Proposal will not result in overlapping water system service area boundaries.	Y	The service area change will not create any overlapping water systems.
Allowed density within proposed expansion area is consistent with the approved number of system connections.	Y	The water system has been approved by DOH for 90 connections, the number of water shares in use are 58. The water system has a potential for 27 additional connections with this expansion, for a total of 85 potential future connections.
Water system uses a DOH approved source.	Y	The water source was reviewed and approved by Washington State DOH in 1970.
Water system has adequate infrastructure as determined by the DOE to provide service to proposed expansion area.	Y	The water system was reviewed by Public Works to ensure it complies with ICC 13.03A and WAC 246-290.

V – FINDINGS

1. Shangri-La Water System submitted a complete application to Island County Planning and Community Development on March 28, 2024.
2. Planning & Community Development evaluated the Applicant's Water System Review application as a Type IV decision pursuant to Island County Code, the existing water system is expanding their boundaries. Other County and State agencies have been consulted, as appropriate.
3. The proposal complies with all the review items listed in section IV of this report.
4. Island County Public Health has no objections to the approval of this proposal.

5. Island County Public Works has no objections to the approval of this proposal with the following conditions noted below and provided in the memorandum from the Development Coordinator, Donah Dunn, dated September 23, 2024 (Enclosure C).
6. Shangri-La Water System acknowledges any potential impacts to parcels within the current service area by approval of this extension and it is the responsibility of the water purveyor to plan for population and development growth, and to provide a process for approving connection requests for new development proposals within their service area.

VI – RECOMMENDATION

Pursuant to the Island County Coordinated Water System requirements, staff recommends approval of the proposed revision of the Shangri-La Water System Service Area as shown on Enclosure A.

This Water System Review decision only changes the County's mapped Water Service Area Boundaries and does not modify any conditions of associated plats or obligations required by a landowner to a plat or any other private obligations. It is the landowner's responsibility to rectify all issues imposed by plat conditions or restrictions affecting their property.



John Lanier, Principal Planner
Island County Planning & Community Development

11/22/2024
Date

VII -- APPEALS

Except for SEPA threshold determinations issued for Type IV legislative actions initiated pursuant to Chapter 36.70A RCW which shall follow the procedures set for in ICC 16.19.205, a person with standing seeking further review of a final County land use decision, must both file a petition for review in the Island County Superior Court and serve the petition on all necessary parties in conformity with the requirements of the State Land Use Petition Act, Chapter 36.70C RCW.

Enclosures:

- A – Map of Service Area showing potential expansion
- B – Memorandum from Public Works dated September 23, 2024
- C – Island County Inadvertent Discovery Plan

NOTES:

- 1) THE INFORMATION ON THIS DRAWING IS FOR WATER SYSTEM PLANNING ONLY. FOR OTHER USES, INFORMATION SHOULD BE VERIFIED BY COUNTY RECORDS OR A LICENSED SURVEYOR.
- 2) INFORMATION ON LOT LINES IN SHANGRI LA SHORES AND WATER MAINS ARE FROM DRAWINGS PREPARED BY JOHN SCHAEFER, P.E. DATED 1993. INFORMATION ON LOT LINES FOR AREA OUTSIDE OF SHANGRI LA SHORES IS FROM COUNTY SECTION MAPS.
- 3) WATER MAIN DIAMETER AND OFF SET FROM R-D-W LINES ARE SHOWN LARGER THAN SCALE FOR CLARITY. FOR MORE ACCURATE LOCATION OF MAINS AND APPURTENANCE SEE RECORD DRAWINGS PREPARED BY JOHN SCHAEFER, P.E.
- 4) SEE LIST ACCOMPANYING APPLICATION FOR SERVICE AREA AGREEMENT OF CURRENT LOTS WITH AN ACTIVE SERVICE AND THE REMAINING LOTS TO BE SERVED.
- 5) SERVICE POINT TO PARCELS 414-1150 AND 435-1680 (CURRENT CUSTOMERS, AND PARCELS 482-1100 AND 500-1660 (FUTURE CUSTOMERS) IS FROM WELL LOT. CUSTOMER'S SERVICE PIPE RUNS FROM WELL LOT TO HOUSE.

LEGEND:

- SERVICE AREA BOUNDARY
- 8" DISTRIBUTION MAIN
- 6" DISTRIBUTION MAIN
- 4" WELL SUPPLY LINE
- GATE VALVE
- FIRE HYDRANT c/w GATE VALVE
- BLOW-OFF ASSEMBLY
- AIR RELEASE VALVE ASSEMBLY
- LOT WITH ACTIVE WATER SERVICE

current Retail Service Area

existing Reservoir location within Easement

existing Well location

Proposed Addition to Retail Service Area:
Parcel: R23118-393-5090
Owner Name: Charles M Crouse Trustee

proposed new well location



LOCATION PLAN

WATER DISTRIBUTION SYSTEM
COMPREHENSIVE MAP

Proposed (2024) Retail Service Area

SHANGRI LA SHORES ASSOCIATION
P. O. Box 248
Greenbank, Washington 98253

Sht. 1 of 1

0 250
Scale (feet)



Island County Public Works

Ed Sewester, P.E., County Engineer

Matthew Lander, P.E., Assistant 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 | m.lander@islandcountywa.gov

September 23, 2024

TO: John Lanier, Planning and Community Development
FROM: Donah Dunn, Public Works Development Coordinator
SUBJECT: Shangri-La Shores Water System ID # 77850
Group A Community Water System

Public Works has reviewed the recently provided information (*Facet Engineering*) for the above referenced request for consistency with its development standards and provides the following comments.

The Shangri-La Shores Water Association system has been approved for 90 connections. They currently have 56 active single-family customers within the current service area. This review is to include a new 12.3-acre parcel to the service area. This lot will receive the promise of 4 new connections in exchange for an easement for a new Well. This new well is considered a new source which falls into the definition of an expansion. There for the new transport lines will need to be sized appropriately to be able to provide fire flow to the existing system.

Reference: Island County Code Chapter 13.03A Water System and Fire Flow Standards (**bolded for pertinent language**)

Per Subsection 020 Applicability

- A. These standards **apply to design and construction of new and expanding public water systems, as defined in 13.03A.030.**
- B. *As of the effective date of these standards, existing water systems are not required to utilize these minimum standards for repair or replacement of facilities, or addition of services within approved plans and specifications, **so long as no expansion of service area is involved.** If existing facilities must be repaired or replaced to serve an expanded service area, the new construction shall meet these minimum standards. However, adherence to these standards for repair and replacement is encouraged to provide better public water service throughout the county.*

13.03A.100 - Fire flow requirements.

*Over nine (9) lots and/or dwelling units, where any lot is less than two and one-half (2½) acres.
Would require 500 gallons per minute for thirty (30) minutes.*

Please feel free to call me at 360 678-7812 or e-mail me at d.dunn@islandcountywa.gov if you have any questions regarding the above comments.

Island County Inadvertent Discovery Plan

In the event that any ground-disturbing activities or other project activities related to this development or in any future development uncover protected cultural material (e.g., bones, shell, antler, horn or stone tools), the following actions will be taken:

1. When an unanticipated discovery of protected **cultural material** (see definitions below) occurs, the property owner or contractor will completely secure the location and contact:
 - a) The property owner and project manager;
 - b) The Department of Archaeology and Historic Preservation (DAHP) (Stephanie Jolivette, 360-586-3088);
 - c) The affected Tribal members:
 - a. The Swinomish Indian Tribal Community (Josephine Jefferson, THPO, office:360-466-7352, cell: 360-488-3860);
 - b. The Tulalip Tribes (Richard Young, cell: 425-622-4303);
 - c. Scott Schuyler, Upper Skagit Tribe (360-854-7090, cell 360-630-3680),
 - d. Jackie Ferry, THPO, Samish Tribe (office:360-726-3399, cell: 360-770-7784),
 - e. and Kerry Lyste, Stillaguamish Tribe, THPO (office: 360-572-3072)
 - d) and the Island County planner associated with the project.
 2. If the discovery is **human remains**, the property owner or contractor will stop work in and adjacent to the discovery, completely secure the work area by moving the land-altering equipment to a reasonable distance, and will immediately contact:
 - a) The property owner and project manager;
 - b) The Island County Sheriff's Department (360-629-4523 x7310)
 - c) and the Island County Coroner, Robert Bishop (360-679-7358) to determine if the remains are forensic in nature;
 - d) If the remains are not forensic in nature the Department of Archaeology and Historic Preservation (DAHP) (Stephanie Jolivette 360-586-3088 and Guy Tasa 360-586-3534); will take the lead on determining the appropriate method of treatment for the remains and will consult with the affected tribes;
- Cultural material that may be protected by law could include but not be limited to:
1. Buried layers of black soil with layers of shell, charcoal, and fish and mammal bones (Figure 1).
 2. Buried cobbles that may indicate a hearth feature;
 3. Non-natural sediment or stone deposits that may be related to activity areas of people;
 4. Stone, bone, shell, horn, or antler tools that may include projectile points (arrowheads),
 5. scrapers, cutting tools, wood working wedges or axes, and grinding stones (Figures 2 and 3);
 6. Stone tools or stone flakes (Figures 2 and 3);
 7. Perennially damp areas may have preservation conditions that allow for remnants of wood and other plant fibers; in these locations there may be remains including fragments of basketry, weaving, wood tools, or carved pieces (Figure 4); and
 8. Concentrations of historical period artifacts (> 50 years old) (Figure 5); and
 9. Human remains.

Figure 1: Shell Middens. These middens can extend into the intertidal zone in areas that have undergone sea level rise during the precontact period.



Figure 2: Examples of stone and bone tools.



Figure 3: Examples of stone flakes.



Figure 4: Examples of underwater/intertidal archaeological features including wood or stone fish weirs (left), clam gardens (bottom), sunken canoes (right) or other watercraft, and basketry.



Figure 5. Historical period sites (more than 50 years in age) are also protect by archaeology laws. These can include concentrations of broken ceramics, bottles, bricks, and metal objects.



BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF EXPANDING THE
BOUNDARIES OF THE SHANGRI-LA
SHORES, INC. WATER SYSTEM, AND
INCORPORATING THE SERVICE AREA
BOUNDARIES INTO THE COORDINATED
WATER SYSTEM PLAN (CWSP) (WSR
116/24)

RESOLUTION NO. C- -24
PLG-007-24

WHEREAS, the Washington State Legislature passed the Public Water System Coordination Act in 1977 (“Coordination Act”) for the purpose of maximizing the efficiency of the State’s public water supplies and providing a procedure to coordinate the planning of public water supply systems; and

WHEREAS, the Coordination Act authorized the creation of local government coordinated water system plans; and

WHEREAS, as a preface to implementing the Coordination Act, a “Preliminary Assessment” of water system issues was completed for Island County in 1985; and

WHEREAS, in order to address the identified issues of concern that may preclude the delivery of a safe, efficient, and reliable water service to the citizens of Island County, the Preliminary Assessment recommended the implementation of the Coordination Act in Island County; and

WHEREAS, following this recommendation the Board of Island County Commissioners adopted a declaration that Island County be declared a Critical Water Supply Service Area on August 19, 1985 which initiated the procedures of the Coordination Act; and

WHEREAS, following the procedures and criteria of WAC 248-56, the Board of Island County Commissioners appointed a Water Utility Coordinating Committee to prepare a Coordinated Water System Plan for Island County; and

WHEREAS, the Board of Island County Commissioners adopted the Island County Coordinated Water System Plan by Ordinance C-78-90 on May 14, 1990; and

WHEREAS, the Island County Coordinated Water System Plan provides for Service Area Adjustments (Section VI(1)(A)(4)); and

WHEREAS, Shangri-la Shores, Inc. Water System submitted a complete application to Island County Planning and Community Development on March 28, 2024; and

WHEREAS, Planning and Community Development reviewed the materials submitted by the Shangri-la Shores, Inc. Water System and determined that the proposed service area expansion is consistent with the policies of the Island County Coordinated Water System Plan; and

WHEREAS, Island County records indicate that the proposed Shangri-la Shores, Inc. Water System service area changes will not result in any overlapping water system service area boundaries; and

WHEREAS, Shangri-la Shores, Inc. Water System uses a water source that is approved by the Washington State Department of Health; and

WHEREAS, Planning & Community Development has consulted with local and state agencies and received no objection to the proposal; and

WHEREAS, Shangri-la Shores, Inc. Water System is required to receive approval from the Washington State Department of Public Health for any modifications to the Group A Water System and any other applicable state and federal agencies; **NOW, THEREFORE**,

IT IS HEREBY RESOLVED that the Board of Island County Commissioners hereby approves the amended service area boundaries for the Shangri-la Shores, Inc. Water System, attached hereto as Exhibit A, and incorporates the amended service area into the Island County Coordinated Water System Plan.

ADOPTED this _____ day of _____, 2024 following a public hearing.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

JILL JOHNSON, Chair

JANET ST. CLAIR, Member

MELANIE BACON, Member

ATTEST:

Jennifer Roll
Clerk of the Board

EXHIBIT A

Shangri-la Shores, Inc. Water System
Service Area Expansion

DRAFT

NOTES:

- 1) THE INFORMATION ON THIS DRAWING IS FOR WATER SYSTEM PLANNING ONLY. FOR OTHER USES, INFORMATION SHOULD BE VERIFIED BY COUNTY RECORDS OR A LICENSED SURVEYOR.
- 2) INFORMATION ON LOT LINES IN SHANGRI LA SHORES AND WATER MAINS ARE FROM DRAWINGS PREPARED BY JOHN SCHAEFER, P.E. DATED 1993. INFORMATION ON LOT LINES FOR AREA OUTSIDE OF SHANGRI LA SHORES IS FROM COUNTY SECTION MAPS.
- 3) WATER MAIN DIAMETER AND OFF SET FROM R-D-W LINES ARE SHOWN LARGER THAN SCALE FOR CLARITY. FOR MORE ACCURATE LOCATION OF MAINS AND APPURTENANCE SEE RECORD DRAWINGS PREPARED BY JOHN SCHAEFER, P.E.
- 4) SEE LIST ACCOMPANYING APPLICATION FOR SERVICE AREA AGREEMENT OF CURRENT LOTS WITH AN ACTIVE SERVICE AND THE REMAINING LOTS TO BE SERVED.
- 5) SERVICE POINT TO PARCELS 414-1150 AND 435-1680 (CURRENT CUSTOMERS, AND PARCELS 482-1100 AND 500-1660 (FUTURE CUSTOMERS) IS FROM WELL LOT. CUSTOMER'S SERVICE PIPE RUNS FROM WELL LOT TO HOUSE.

LEGEND:

- SERVICE AREA BOUNDARY
- 8" DISTRIBUTION MAIN
- 6" DISTRIBUTION MAIN
- 4" WELL SUPPLY LINE
- GATE VALVE
- FIRE HYDRANT c/w GATE VALVE
- BLOW-OFF ASSEMBLY
- AIR RELEASE VALVE ASSEMBLY
- LOT WITH ACTIVE WATER SERVICE

current Retail Service Area

existing Reservoir location within Easement

existing Well location

Proposed Addition to Retail Service Area:
Parcel: R23118-393-5090
Owner Name: Charles M Crouse Trustee

proposed new well location



LOCATION PLAN

WATER DISTRIBUTION SYSTEM
COMPREHENSIVE MAP

Proposed (2024) Retail Service Area

SHANGRI LA SHORES ASSOCIATION
P. O. Box 248
Greenbank, Washington 98253

Sht. 1 of 1

0 250
Scale (feet)

SHANGRI-LA SHORES WATER SYSTEM



WATER SYSTEM REVIEW WSR 116/24

December 18, 2024

Shangri-la Shores Water System

Highlights

- One additional parcel being added to system for a new well
- New well is further from shoreline to help water system resilience to saltwater intrusion



NOTES:

- 1) THE INFORMATION ON THIS DRAWING IS FOR WATER SYSTEM PLANNING ONLY. FOR OTHER USES, INFORMATION SHOULD BE VERIFIED BY COUNTY RECORDS OR A LICENSED SURVEYOR.
- 2) INFORMATION ON LOT LINES IN SHANGRI LA SHORES AND WATER MAINS ARE FROM DRAWINGS PREPARED BY JOHN SCHAEFER, P.E. DATED 1993. INFORMATION ON LOT LINES FOR AREA OUTSIDE OF SHANGRI LA SHORES IS FROM COUNTY SECTION MAPS.
- 3) WATER MAIN DIAMETER AND OFF SET FROM R-D-V LINES ARE SHOWN LARGER THAN SCALE FOR CLARITY. FOR MORE ACCURATE LOCATION OF MAINS AND APPURTENANCE SEE RECORD DRAWINGS PREPARED BY JOHN SCHAEFER, P.E.
- 4) SEE LIST ACCOMPANYING APPLICATION FOR SERVICE AREA AGREEMENT OF CURRENT LOTS WITH AN ACTIVE SERVICE AND THE REMAINING LOTS TO BE SERVED.
- 5) SERVICE POINT TO PARCELS 414-1150 AND 435-1680 (CURRENT CUSTOMERS, AND PARCELS 482-1100 AND 500-1660 (FUTURE CUSTOMERS) IS FROM WELL LOT. CUSTOMER'S SERVICE PIPE RUNS FROM WELL LOT TO HOUSE.

LEGEND:

- SERVICE AREA BOUNDARY
- 8" DISTRIBUTION MAIN
- 6" DISTRIBUTION MAIN
- 4" WELL SUPPLY LINE
- GATE VALVE
- FIRE HYDRANT c/w GATE VALVE
- BLOW-OFF ASSEMBLY
- AIR RELEASE VALVE ASSEMBLY
- LOT WITH ACTIVE WATER SERVICE

current Retail Service Area

existing Reservoir location within Easement

existing Well location

Proposed Addition to Retail Service Area:
Parcel: R23118-393-5090
Owner Name: Charles M Crouse Trustee

proposed new well location



LOCATION PLAN

WATER DISTRIBUTION SYSTEM
COMPREHENSIVE MAP

Proposed (2024) Retail Service Area

SHANGRI LA SHORES ASSOCIATION
P. O. Box 248
Greenbank, Washington 98253

Sht. 1 of 1

0 250
Scale (feet)

Next Steps

- Move to Consent Calendar to schedule a public hearing for January 28, 2025



QUESTIONS?

