

Vijay K. Sharma  
9744 Vista Terrace  
Blaine, WA, 98230

01/19/2011

I support the forming of the Vista Terrace Area Local Improvement District. From 2008, I have spent \$5,000 for septic tank drainage and \$300 annually for tank cleaning.

Feel free to contact me at telephone number 604-338-8134 or 604-435-0865.

Thank you,

Vijay K. Sharma  
Vijay K. Sharma

# Voucher Report

1/24/2011

Vendor Name	Link to Transaction Transaction Reference	Transaction Date	Total Amount	Title
Alpine Fire & Safety Sys.	5289	12/22/2010	\$182.55	Professional Services
Aramark Uniform Services	655-5305849	12/27/2011	\$51.03	Uniforms & Boots
	655-5308311	12/28/2010	\$49.00	Uniforms & Boots
				Uniforms & Boots
	655-5308314	12/28/2010	\$80.28	Professional Services
	655-5308316	12/28/2010	\$378.52	Professional Services
				Professional Services
				Professional Services
	655-5308319	12/28/2010	\$91.23	Uniforms & Boots
	655-5318250	1/3/2011	\$51.03	Uniforms & Boots
	655-5320728	10/8/2011	\$147.94	Repair & Maintenance (o/s)
				Uniforms & Boots
				Uniforms & Boots
	655-5320736	1/4/2011	\$91.23	Uniforms & Boots
ASAP Towing	9444	12/22/2010	\$228.00	Professional Services
AT & T Mobility	997103196X01042011	12/26/2010	\$277.40	Communications
Avocet Environmental	1100031-IN	1/5/2011	\$535.00	Professional Services
	1100062-IN	1/7/2011	\$105.00	Professional Services
Baron Telecommunications	57937	12/29/2010	\$279.93	Operating & Maint. Supplies
Bellingham Herald	52474	12/26/2010	\$553.48	Advertising
				Advertising
Birch Bay Water & Sewer	121001*	12/15/2010	\$2,465.00	Data Collection/sustain Yield
Bonnie Onyon	10-12travel Onyon	12/31/2010	\$247.00	Travel & Training
Brown & Caldwell	14139045	1/11/2011	\$17,324.82	Ph2 Lite Hse PT Wwtp-Const Mgt
Carlson Steelworks, Inc	90874	12/27/2010	\$95.13	Operating & Maint. Supplies
	90896	12/28/2010	\$24.73	Operating & Maint. Supplies
City of Blaine-Adv.travel	10-12Adv.Trvl.Dougall	1/13/2011	\$140.00	Travel
CivicPlus	86443	1/1/2011	\$360.50	MIS Software-MIS System
Colacurcio Brothers	11-01payest#5	1/11/2011	\$15,695.63	H St. Improvements-Construction
	11-01payest#7	1/11/2011	\$1,950.00	Roadway 4th, 9th, B & E Sts
Comcast	10-12Comcast	12/25/2010	\$99.95	MIS Services - MIS System
Crystal Springs - DS Waters America	5377101 121610	12/16/2010	\$5.85	Operating Supplies
Cvo Electrical Systems, llc	2115	1/11/2011	\$965.00	Professional Services
Dale Kloes	10-04acs meeting	4/21/2010	\$23.00	Travel & Training
Dept. of Ecology	11-01prepayment	1/6/2011	\$6,155.00	Data Collection/sustain Yield
	2011-BT1007	12/23/2010	\$2,401.25	Miscellaneous Expenses
Dept. of Information Svcs	2010080138B	9/2/2010	\$13.02	MIS Software-MIS System
ESCI	5257	1/1/2011	\$1,213.00	Travel
				Travel & Training
				Travel & Training
				Travel & Training
				Travel & Training
Evergreen Rural Water, WA	17672	12/9/2010	\$363.00	Miscellaneous Expenses



Nextel Communications	454531127-098	1/11/2011	\$2,792.53	Communications
North West Instrument Svc	11073	1/4/2011	\$194.76	Operating & Maint. Supplies
Northwest Propane	23979	12/31/2010	\$129.74	Professional Services
Northwest Public Power	00080863	11/15/2010	\$5,452.58	Miscellaneous
Office Depot, Inc. *****	545826813001	12/22/2010	\$13.23	Office & Operating Supplies
Puget Sound Energy	751-571-795-2/10-12	1/3/2011	\$23.82	Public Utility Services
Railroad Management Company	269472	12/24/2010	\$109.81	Miscellaneous Expenses
	269473	12/24/2010	\$109.81	Miscellaneous Expenses
Recall Secure Destruction	1913238651	12/25/2010	\$9.77	Repairs & Maintenance
	3796086066	12/25/2010	\$23.26	Professional Services
	8696049790	12/25/2010	\$23.26	Record Archiving & Destruction
Reichhardt & Ebe Eng.,Inc	22312	12/31/2010	\$7,969.14	Regional Detention Facility (Mnfctr Zone)
	22313	12/31/2010	\$2,274.97	Well No. 9 Boblett St
	22315	12/31/2010	\$3,362.23	Engineering H ST Reconstructn
	22316	12/31/2010	\$10,346.33	Gateway Cul-de-sac Engineering & Design
Rh2 Engineering, Inc	53264	1/6/2011	\$228.50	Bell Road/Hughes Rd Main Replacement/Upgrade (24")
Roy, Simmons & Parsons, PS	10-11pubdef	11/30/2010	\$2,200.00	Indigent Defense
	10-12pubdef	12/31/2010	\$1,215.00	Indigent Defense
Security Solutions/Bellingham Lock & Safe	93530	11/18/2010	\$1,640.52	Repair & Maintenance (0/s)
Sports Unlimited	2427SU	12/29/2011	\$237.59	Reserves Uniforms & Equipment
Sustainable Connections	9217	1/7/2011	\$138.00	Blaine Gardner's Market
Terminix International	301106663	12/20/2010	\$60.76	Professional Services
	301109179	12/20/2010	\$138.88	Professional Services
Tetra Tech	50416728	12/21/2010	\$41,044.72	Ph3 Design/bidding
	50419104	1/5/2011	\$14,913.44	Ph3 Design/bidding
The Now Newspaper	0898645	12/19/2010	\$1,350.00	Advertising
Tim Esposito	11-01quill	1/5/2011	\$129.65	Operating & Maint. Supplies
Tjoelker Enterprises	0004302	1/1/2011	\$3,547.50	Professional Services
Transpogroup	13610	12/22/2010	\$2,963.75	Transportation Study
US Postal Service	10-12postage due	12/31/2011	\$105.50	Communications
Utilities Underground	0120098	12/31/2010	\$31.90	Professional Services
				Professional Services
				Professional Services
Vac-Tank Trucking	INV.1980	1/4/2011	\$2,444.97	Professional Services
Verizon Wireless	937136026	12/28/2010	\$238.92	Communications
WALLGREN'S LES SCHWAB LLC	277720	12/23/2010	\$400.30	Repairs & Maintenance (o/s)
	277721	12/23/2010	\$400.30	Repairs & Maintenance (o/s)
	277777	12/27/2010	\$40.15	Repairs & Maintenance (o/s)
				Repairs & Maintenance (o/s)
Washington State Patrol	42555	11/30/2010	\$978.64	Communications
	42556	11/30/2010	\$1,468.00	Communications
WCI	103650675	1/1/2011	\$261.40	Communications

				Communications
Wcma	70396	1/6/2011	\$129.00	Miscellaneous
Whatcom Builders, Inc.	10075MB	1/7/2011	\$853.35	Operating & Maint. Supplies
Whatcom County A.S. Finance	015017	1/5/2011	\$354.42	Intergov't Prof. Services-Jail
	14938	12/8/2010	\$12,982.93	Professional Services-Medical
	15018	1/5/2011	\$210.00	Pass Through Federal Grant
Whatcom County Dist <u>Court Probation</u>	11-01probation	1/6/2011	\$2,717.59	Probation Services
Whatcom County <u>Planning</u>	2011Permit	1/1/2011	\$440.00	Miscellaneous
Wilson Engineering, Llc	7686	12/31/2010	\$18,690.73	Reclaimed Water Project
Wonderware PacWest	400898	12/29/2010	\$3,038.00	Gis Software
Yorkston Oil Co, Inc.	123953	12/31/2011	\$455.75	Fuel Consumed
				Fuel Consumed
	123954	12/31/2010	\$408.12	Fuel Consumed
				Fuel Consumed
	123956	12/31/2010	\$3,748.14	Fuel Consumed
	124013	12/31/2010	\$970.55	Fuel Consumed
Zylstra Tire Center Inc	157121	12/23/2010	\$546.50	Repair & Maint Vehicles (o/s)
<b>Total</b>			<b>\$233,830.34</b>	

Total rows: 165

Filter: Transaction Details with: All of (Vendor Name in (prompted), Transaction System in (prompted), Fiscal Description in (prompted))

**CITY OF BLAINE  
CITY COUNCIL MEETING MINUTES**

**Monday, January 10, 2011**

**7:00PM**

**Bonnie Onyon – Mayor  
John Liebert – Mayor Pro Tem**

**A. STUDY SESSION – 5:20pm - Council, Commission, Committee and Board Interviews**

**PRESENT:** Scott Dodd, Paul Greenough, Charlie Hawkins, John Liebert, Bonnie Onyon and Harry Robinson.

**ABSENT:** None.

**STAFF:** Mike Haslip, Steve Banham, Michael Jones and Sheri Sanchez.

Adjourn: 6:43pm

**B. CALL TO ORDER: 7:02pm**

**C. Moment of Silence and Pledge of Allegiance**

**D. ROLL CALL:**

**PRESENT:** Scott Dodd, Paul Greenough, Charlie Hawkins, John Liebert, Bonnie Onyon and Harry Robinson. *Note: Alan Black was appointed to council during the organizational portion of the meeting, was sworn in, and took his seat representing Ward 3, Position 5.*

**ABSENT:** None.

**STAFF:** City Manager Gary Tomsic, PW Director Steve Banham, Police Chief Mike Haslip, CDS Director Michael Jones, Finance Director Jeffrey Lazenby, and City Clerk Sheri Sanchez.

**E. RECOGNITIONS AND AWARDS - None**

**F. AUDIENCE PARTICIPATION**

**G. ORGANIZATIONAL MEETING**

1. Appoint Councilmember for Ward 3, Position 5

**MOTION WAS MADE BY SCOTT DODD TO APPOINT ALAN BLACK AS COUNCILMEMBER FOR WARD 3, POSITION 5.**

SECONDED BY JOHN LIEBERT AND APPROVED  
UNANIMOUSLY.

2. Oath of Office – administered to Alan Black as councilmember for Ward 3, Position 5.
3. Committee Assignments
  - a. Blaine Economic Development Advisory Committee (John Liebert)
  - b. Whatcom Economic Development Board (John Liebert)
  - c. WTA Board (Paul Greenough)
  - d. Marine Resources Committee (Paul Greenough)
  - e. Blaine Tourism Advisory Committee (Harry Robinson)
  - f. Chamber of Commerce (John Liebert)
  - g. Drayton Harbor Shellfish Advisory Committee (Charlie Hawkins)
  - h. Library Committee (Scott Dodd)
  - i. R.E.D. Loan Committee (Harry Robinson)
  - j. Planning Commission (Michael Jones)
  - k. Park and Cemetery Board (Michael Jones)
  - l. Law and Justice Council (Mike Haslip)
  - m. Small Cities Caucus (Bonnie Onyon and Gary Tomsic)
  - n. Whatcom Council of Governments (Bonnie Onyon)

**H. COMMISSION, COMMITTEE AND BOARD REPORTS**

1. Blaine Economic Development Advisory Committee – no report.
2. Whatcom Economic Development Board – John Liebert reported – the schedule has been set for the year and the first meeting is on January 26<sup>th</sup> and will now be a monthly meeting. The Board is joining with the Whatcom/Bellingham Chamber of Commerce with the decision to be confirmed at the upcoming meeting.
3. WTA Board – no report.
4. Marine Resources Committee – no report.
5. Blaine Tourism Advisory Committee – Harry Robinson reported – the first meeting for 2011 will be on Tuesday, January 18<sup>th</sup>.
6. Chamber of Commerce – John Liebert reported – the first meeting of the year was last Wednesday, January 5<sup>th</sup>. The new president is Bob Boule, and the members toured the Loomis Building. The Bite of Blaine is scheduled for Presidents' Day, February 21<sup>st</sup>, at Semiahmoo.
7. Drayton Harbor Shellfish Advisory Committee – Charlie Hawkins reported – the committee will hold its first meeting of the year on Wednesday, January 19<sup>th</sup>.
8. Library Committee – no report.
9. R.E.D. Loan Committee – no report.
10. Planning Commission – Michael Jones reported – there was no quorum for the meetings last month. The Planning Commission has a public hearing on Thursday, January 13<sup>th</sup>, on the shoreline substantial

development permit for the West Blaine conveyance sewer line project to transfer wastewater from the Semiahmoo side of the harbor to the new plant.

11. Park and Cemetery Board – Michael Jones reported – there was no quorum for the meeting last month.
12. Law and Justice Council – Mike Haslip reported – the first meeting of the year will be held on January 17<sup>th</sup> and a report will be provided to the council at the next meeting.
13. Small Cities Caucus – Bonnie Onyon reported - our two new state representatives, Jason Overstreet and Vincent Buys, attended the meeting as well as Senator Doug Ericksen and the new Port of Bellingham director Charlie Sheldon.
14. Whatcom Council of Governments – Bonnie Onyon reported - the next meeting will be on January 18<sup>th</sup> and Bonnie will provide a report at the next meeting.

## **I. CITY MANAGER AND STAFF REPORTS**

1. Public Works – Steve Banham reported -
  - a. State & Federal Projects Update – staff will be meeting the Department of Transportation this Thursday to review any remaining items or work in order to wrap up the roundabout project. The council was asked to provide any input.
  - b. Street Projects Update and Second Street Lighting – council authorized staff to move forward with in-house lights to replace fixtures on 2<sup>nd</sup> Street. This will go to bid because of the scope of the project. Staff met with lighting expert paid for by BPA to help determine what type of light fixtures the City will need.
2. Public Safety – no report.
3. Community Development Services – no report.
4. Finance – Jeffrey Lazenby reported -
  - a. Personnel Reduction in Force – due to budget cuts, the Deputy Finance Director position was eliminated effective the end of December. The cashier hours will remain 9:00am to 4:00pm.
  - b. November Finance Report – the council was provided with the November financial statement. The sales tax revenue is trending downward and, as of November, is 6% below the 2009 numbers. Also to be monitored is the sale of the resort which, if converted to some other use, the City could potentially lose about 19%, or \$115,000 of sales tax revenue and virtually all of the lodging tax revenue. The one-cent per gallon gas tax revenue is above estimated by about 40%, the lodging taxes are right where we had estimated and the utility fund revenues are staying on track and water is doing a little bit better than anticipated.
5. City Clerk – no report.
6. City Manager – Gary Tomsic reported - the City continues to get quite a bit of interest in the airport property and Gary is meeting with people

regularly. Staff continues to work with the Mercer Group. They have their building permit; however, we have not closed on sale of property. Mercer is working with a lender and looking at another week or so. Alan Black asked about leasing instead of selling the property. Gary commented that if leasing were an option more people might be interested, and that financing the property is gifting of public funds. Council and staff discussed options and trying to recover money spent.

Calendars:

Thursday, January 13, **5:30pm – 6:30pm** – Open House on LID Formation – Vista Terrace area. Location: Christ’s Community Church, 4310 H Street

**7:00pm** – Planning Commission Meeting and Public Hearings: West Blaine Conveyance Shoreline Substantial Development Permit

City offices will be closed on Monday, January 17, in observance of Martin Luther King Day

Tuesday, January 18, **7:30am** – BTAC meeting

Thursday, January 20, **Time to be determined** – the council decided on 4:00pm for the Special Council Meeting to approve the 2010 Accounts Payables

**9:30am** – Park and Cemetery Board Meeting

**5:30pm – 6:30pm** – Open House – LID Formation – Vista Terrace Area: Location: Christ’s Community Church, 4310 H Street

Monday, January 24, **7:00pm** – City Council meeting and Public Hearing – Intent to Form LID – Vista Terrace

Thursday, January 27, **7:00pm** – Planning Commission Meeting

## **J. PUBLIC HEARING (MEETING)**

### 1. Accessory Dwelling Units

Mayor Onyon declared the public meeting open at 7:29pm.

Michael Jones provided a brief presentation on the accessory dwelling units, which is a comprehensive plan amendment item which was approved by the Planning Commission, and also includes zoning districts.

The mayor reviewed the doctrine of fairness with the council. When asked “Do any councilmembers have any interest, financial or property, to disclose in connection with this matter?” Scott Dodd and Charlie Hawkins indicated that they live in the neighborhood.

Testimony:

Janet Pickard – 733 Adelia Street, Blaine

Carolyn Anderson – 869 Harrison Ave.  
Dennis Pickard – 733 Adelia Street  
Dennis Olason – 860 Georgia Street  
Kathleen Capson – 1015 Harrison Ave.  
Richard Sturgill – 1218 4<sup>th</sup> Street  
Evelyne Charrier - 356 Cedar Street  
Seraida Vazquez – 1016 Peace Portal Drive

In response to questions posed by Dennis Olason on grandfathering and utilities, staff advised that the key is that the dwelling meets the IBC (International Building Code) standards. Regarding utilities, the sewer billing will be addressed when the amendments to the utility code is brought forward at a council meeting.

The soonest a detached ADU can be built is as soon as the ordinance takes effect. As the State is required to review this, there may be a sixty day delay.

Council discussed with staff various questions regarding green constructions standards, mailing addresses, and design of unit.

Mayor Onyon closed the public hearing at 8:18pm.

**I. WRITTEN COMMUNICATIONS**

1. Letter dated December 14, 2010, from Whatcom County Commission against Domestic Violence regarding a report on domestic violence in Whatcom County: 1998 – 2009.
2. Email from Gary Honcoop dated January 10, 2011, regarding 2011 Comprehensive Plan Docket

**J. CONSENT AGENDA**

1. Approval of Bills – Amount: \$60,488.65
2. Approval of Payroll - December Hours Paid in January – Amount: \$484,812.49
3. Approval of December 27, 2010, City Council Minutes
4. Resolution 1576-11, Setting Regular Council Meeting Dates for 2011
5. Resolution 1577-11, Reallocation of Investment Interest to General Fund

*MOTION WAS MADE BY HARRY ROBINSON TO APPROVE THE CONSENT AGENDA, SECONDED BY CHARLIE HAWKINS AND APPROVED 6 – 1 (ALAN BLACK ABSTAINED).*

**K. COUNCIL ACTION ITEMS**

1. Advisory Board, Committee and Commissions Appointments:

a. Planning Commission

MOTION WAS MADE BY CHARLIE HAWKINS TO APPOINT DAVID GALLION TO THE PLANNING COMMISSION, SECONDED BY HARRY ROBINSON AND APPROVED 6 – 1 (ALAN BLACK ABSTAINED).

b. Park and Cemetery Board

MOTION WAS MADE BY HARRY ROBINSON TO APPOINT JAMES OWENS TO ONE OF THE FULL TERM POSITIONS ON THE PARK AND CEMETERY BOARD, SECONDED BY CHARLIE HAWKINS AND APPROVED 6 – 1 (ALAN BLACK ABSTAINED).

c. Civil Service Commission

MOTION WAS MADE BY CHARLIE HAWKINS TO RE-APPOINT EDWARD ONYON TO THE CIVIL SERVICE COMMISSION, SECONDED BY JOHN LIEBERT AND APPROVED 6 – 1 (ALAN BLACK ABSTAINED).

d. BTAC – Blaine Community Chamber of Commerce endorsements: Louise Mugar and Debby Farmer

MOTION WAS MADE BY HARRY ROBINSON TO ENDORSE THE APPOINTMENTS BY THE CHAMBER OF COMMERCE FOR LOUISE MUGAR AND DEBBY FARMER, SECONDED BY PAUL GREENOUGH AND APPROVED 6 – 1 (ALAN BLACK ABSTAINED).

2. Resolution 1575-11, Supporting Passenger Train Service in Blaine – presented by Gary Tomsic and Bonnie Onyon.

MOTION WAS MADE BY PAUL GREENOUGH TO ADOPT RESOLUTION 1575-11, SUPPORTING A PASSENGER AND COMMUTER RAIL STUDY AND SECONDED BY SCOTT DODD.

Council and staff discussed the proposed study and plausibility of the train stopping in Blaine.

THE MOTION WAS APPROVED 6 – 1 (ALAN BLACK ABSTAINED).

3. Resolution 1574-11, 2011 Comprehensive Plan Docket – presented by Michael Jones.

MOTION WAS MADE BY HARRY ROBINSON TO WAIVE THE SECOND READING AND ADOPT RESOLUTION 1574-11, INITIATING AMENDMENTS TO THE OFFICIAL CITY COMPREHENSIVE PLAN FOR 2011, SECONDED BY CHARLIE HAWKINS AND APPROVED 6 – 1 (ALAN BLACK ABSTAINED).

4. Ordinance 11-2784, Amendment to Title 17 and Comprehensive Plan for Accessory Dwelling Units – presented by Michael Jones.

MOTION WAS MADE BY CHARLIE HAWKINS TO WAIVE THE SECOND READING AND ADOPT ORDINANCE 11-2784, AMENDING THE COMPREHENSIVE PLAN BY ADOPTING LANGUAGE RELATED TO DETACHED ACCESSORY DWELLING UNITS AND AMENDING THE MUNICIPAL CODE TO PERMIT DETACHED AND ATTACHED ACCESSORY DWELLING UNITS IN CERTAIN ZONES AND AMENDING THE MUNICIPAL CODE WITH VARIOUS ASSOCIATED ZONING AMENDMENTS, SECONDED BY PAUL GREENOUGH, 6 – 1 (ALAN BLACK ABSTAINED).

5. Contract Amendment to Reichhardt and Ebe for Street Design Work – presented by Steve Banham.

MOTION WAS MADE BY CHARLIE HAWKINS TO AUTHORIZE THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT #10 WITH REICHHARDT AND EBE IN THE AMOUNT OF \$34,500, SECONDED BY JOHN LIEBERT AND APPROVED 6 – 1 (ALAN BLACK ABSTAINED).

6. Contract Amendment #6 to Tetra Tech for West Blaine Conveyance Project – presented by Steve Banham.

MOTION WAS MADE BY JOHN LEIBERT TO AUTHORIZE THE CITY MANAGER TO SIGN AMENDMENT #5 IN THE AMOUNT OF \$42,800 WITH TETRA TECH, INC. FOR A REVISED TOTAL NOT-TO-EXCEED AMOUNT OF \$73,240, SECONDED BY CHARLIE HAWKINS AND APPROVED 6 – 1 (ALAN BLACK ABSTAINED).

7. Wastewater Treatment for STEP Systems in Harbor Shores – presented by Steve Banham.

MOTION WAS MADE BY HARRY ROBINSON TO AUTHORIZE CITY STAFF TO FURTHER PURSUE THE DEVELOPMENT OF A WHOLESALE WASTEWATER SERVICE AGREEMENT WITH HARBOR SHORES TO BE BROUGHT TO COUNCIL FOR

APPROVAL PRIOR TO EXECUTION, SECONDED BY PAUL GREENOUGH AND APPROVED 6 – 1 (ALAN BLACK ABSTAINED).

Skip Jansen with Harbor Shores responded to council's question of the chances of the annexation request, that the impression from a neighborhood meeting was that the community was organized against annexation.

**M. UNFINISHED BUSINESS – none.**

**N. COUNCIL NEW BUSINESS – none.**

**O. MAYOR AND COUNCIL REPORTS**

1. John Liebert reported that the School District Bond Committee would like to make a presentation to the council
2. Harry Robinson brought up security inside the Council Chambers.

**P. ADJOURN: 9:17pm**

---

Bonnie Onyon, Mayor

Sheri Sanchez, City Clerk

**CITY OF BLAINE  
SPECIAL CITY COUNCIL MEETING MINUTES**

**Thursday, January 20, 2011**

**4:00PM**

**Bonnie Onyon – Mayor  
John Liebert – Mayor Pro-Tem**

**A. CALL TO ORDER: 4:13pm**

**PRESENT:** Alan Black, Scott Dodd, Charlie Hawkins, and Bonnie Onyon.

**ABSENT:** Paul Greenough, John Liebert and Harry Robinson.

**STAFF:** City Manager Gary Tomsic, Finance Director Jeffrey Lazenby, and City Clerk Sheri Sanchez.

**B. COUNCIL ACTION ITEMS:**

1. Approval of 2010 Accounts Payable – Amount: \$82,916.58

Alan Black advised the Council that the payables scheduled for January 24<sup>th</sup> includes a payment to Tetra Tech, a company that his daughter works for. Gary advised the Council that, in his opinion, Alan doesn't have a conflict of interest because the contract had already been awarded and the work had essentially been completed prior to Alan becoming a Councilmember. Gary added that, in the future, should the City award a contract to Tetra Tech, it may be a different situation.

*MOTION WAS MADE BY SCOTT DODD TO APPROVE THE 2010  
ACCOUNTS PAYABLE, SECONDED BY CHARLIE HAWKINS AND  
APPROVED 4 - 0.*

**C. ADJOURN: 4:15pm**

---

Bonnie Onyon, Mayor

---

Sheri Sanchez, City Clerk

**CITY OF BLAINE**  
**REQUEST FOR COUNCIL ACTION**  
**MEETING DATE:** January, 24, 2011

**SUBJECT:** Ordinance No. 11-2785 Amending BMC Title 13 to include Accessory Dwelling Units

**DEPARTMENT:** Public Works **PREPARED BY:** Stephen R. Banham Digitally signed by Stephen R. Banham  
DN: cn=Stephen R. Banham, o=City of Blaine, ou=Public Works Department, email=sbanham@cityofblaine.wa.us, c=US  
Date: 2011.01.20 11:15:55 -0800  
(Digital Signature)

**AGENDA LOCATION:**  Consent Agenda  Council Action  Unfinished Business

**ATTACHMENTS:** Draft Ordinance No. 11-2785

**BACKGROUND/SUMMARY:** At the January 10, 2011 regular meeting, the City Council approved the recommendation of the Planning Commission and adopted Ordinance 11-2784 Amending the Comprehensive Plan and amending Title 17 of the Blaine Municipal Code to permit detached Accessory Dwelling Units (ADUs) within certain residential zones. The Planning Commission's review included discussion of utility services for ADUs and staff provide recommendations for utility connections and ongoing service. The Council at time of adoption also asked that Public Works staff to draft the necessary amendments to Title 13 regulating utilities to include accessory dwellings. These are contained in the attached draft ordinance. The Finance Department will also make minor text changes to the Unified Fee Schedule to reflect the provisions of this ordinance.

**BUDGET IMPLICATIONS:** There are no direct budget implications related to this ordinance. This provides an equitable basis for collection of fees from new development and charges for utility services from occupants of accessory dwelling units.

**RECOMMENDATION:**  Waive the second reading and adopt Ordinance 11-2785 which amends Title 13 to address providing utility service to Accessory Dwelling Units.

**REVIEWED BY:**

City Manager Gary R. Tomsic Digitally signed by Gary R. Tomsic  
DN: cn=Gary R. Tomsic, o=City of Blaine, ou=City Manager, email=gary@cityofblaine.com, c=US  
Date: 2011.01.21 08:40:37 -0800  
(Digital Signature)

Finance Director Jeff Lazenby Digitally signed by Jeff Lazenby  
DN: cn=Jeff Lazenby, o=City of Blaine, ou=Finance Director, email=jlazenby@cityofblaine.com, c=US  
Date: 2011.01.21 08:40:37 -0800  
(Digital Signature)

City Clerk Sheri Sanchez Digitally signed by Sheri Sanchez  
DN: cn=Sheri Sanchez, o=City of Blaine, ou=City Clerk, email=ssanchez@cityofblaine.com, c=US  
Date: 2011.01.21 08:40:29 -0800  
(Digital Signature)

**COUNCIL ACTION:**

Approved  Denied  Tabled/Deferred  Assigned to: \_\_\_\_\_

**ADDITIONAL INFORMATION:** \_\_\_\_\_

**ORDINANCE NO. 11-2785**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF BLAINE, WASHINGTON, AMENDING THE BLAINE  
MUNICIPAL CODE AT SECTIONS 13.04.200, 13.07.020, 13.07.060  
AND 13.16.250 TO RECOGNIZE THE NEW CATEGORY OF  
ACCESSORY DWELLINGS IN THE REGULATION OF UTILITIES.**

**WHEREAS**, the Planning Commission has studied the issue of allowing accessory dwelling units in several residential zones and has recommended that the City Council amend its Comprehensive Plan and Title 17 of the Blaine Municipal Code to provide for such dwellings; and

**WHEREAS**, at its regular meeting on January 10, 2011 the City Council voted to approve the recommended changes to the Comprehensive Plan and BMC; and

**WHEREAS**, the BMC does not currently address the issue of utility services for accessory dwelling units;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON, AS FOLLOWS:**

**Section 1. Section 13.04.200 is hereby amended to read as follows:**

**13.04.200 Separate meters required – Exemptions.**

A. Every separate single-residence building, condominium, and every separate single-occupancy, commercial or other property shall have its own separate meter. Multiple-occupancy, commercial or other property under single ownership may be metered by one meter; provided, each unit utilizing water service shall be subject to a minimum charge on that meter as provided in the unified fee schedule. Otherwise, the total minimum is the responsibility of the owner.

B. Separate businesses within a multiple-occupancy unit not utilizing water service are exempt from rate charges as provided in the uniform fee schedule. Exempt businesses shall notify the city to establish exemption. Failure to do so will result in the assessment of the minimum charge, as provided in the uniform fee schedule.

C. Multiple-occupancy residential buildings such as hotels, motels, trailer courts, duplexes, or apartment buildings (but not condominiums) may be metered by one meter if under single ownership, or a new service and meter may be installed as set forth in this chapter.

D. Accessory dwelling units as provided in BMC 17.102 may be served by a meter shared with the primary residence or by a separate meter and service as set forth in this chapter.

E. Upon change of any of these conditions to more than one owner, a minimum charge shall be made for each owner, or a new service and meter may be installed as set forth in this chapter.

**Section 2. Section 13.07.020 is hereby amended to read as follows:**

**13.07.020 Assessments.**

Fees provided for in this section shall be updated and adopted annually by resolution in a unified fee schedule. The general facility fee and connection/inspection fees as described in subsections (A) and (B) of this section shall be adjusted based on the preceding year-end Seattle Consumer Price Index unless otherwise adjusted on the basis of a special rate study conducted for that purpose.

**A. General Facility Fee – Water/Wastewater.**

1. A general facility fee (GFF) shall be charged on all new or expanded service connections to a utility system pursuant to the unified fee schedule established for that utility service. The general facility fee shall be proportionate to the cost of providing facilities and services to previously unserved property and all changes in use that increase water demand or wastewater discharges to the municipal utility system. The fee shall reflect the appropriate amount of the share for that connection to the utility’s system net allocable plant, and shall be computed based on equivalent residential units (ERUs). Existing connections within the system as of the effective date of this code shall be considered to have paid their proportionate share of the general facility fee for existing use.

2. Residential. Calculation of the general facility fee to determine the ERU equivalent assessment for residential service shall be computed based on the number of equivalent residential unit(s) (ERUs) served and shall be apportioned and assessed as follows:

Single-family residence	1.00 ERU/unit
Duplex, triplex, fourplex	0.85 ERU/unit
Apartments/condominiums (five or more units) <u>and accessory dwelling units</u>	0.80 ERU/unit
Transitory living units (motels/hotels)	0.50 ERU/unit

3. Commercial/Industrial. Calculation of the general facility fee to determine the ERU equivalent assessment for commercial/industrial service shall be computed based on the water meter size, and shall be calculated according to the standard flow factor of a displacement type meter where a 5/8-inch x 3/4-inch meter shall have a flow factor equal to one ERU and shall be apportioned and assessed as follows:

Meter Size	Meter Flow Factor Equivalent ERUs	Maximum Continuous Flow Rate (gpm)
5/8" or 3/4"	1.0	10
1"	2.5	15
1.5"	5.0	25
2"	8.0	50
3"	16.0	80
4"	25.0	160

6"	50.0	250
8"	80.0	500
10"	115.0	800
Marina pump-out station	1.0	10

4. Irrigation Systems. Calculation of general facility fees to determine the ERU equivalent assessment for irrigation systems shall be computed based on the meter size of the area being irrigated, and shall be calculated according to the standard flow factor of a displacement type meter, where a 5/8-inch x 3/4-inch meter shall have a flow factor equal to one ERU and shall be as set forth herein:

Meter Size	Meter Flow Factor Equivalent ERUs	Maximum Continuous Flow Rate (gpm)
5/8" or 3/4"	1.0	10
1"	2.5	15
1.5"	5.0	25
2"	8.0	50
3"	16.0	80
4"	25.0	160
6"	50.0	250
8"	80.0	500
10"	115.0	800

5. A utility service agreement shall be executed prior to issuance of a building permit for all new or expanded water and sewer service connections. The agreement shall include, but shall not be limited to, specifications of general facilities fees and associated charges for new or expanded water and sewer utility services.

The charges and fees specified in the utility service agreement shall be paid prior to issuance of a building permit for all new or expanded water and sewer service connections. These charges shall be in addition to rates and other fees, assessments, and charges established for utility service.

6. For additional services on previously serviced property and changes in use that increase water demand, utility connection charges shall be due within 30 days of the city's notification mailing. If payment is not received within this period, all subsequent water utility payments of existing accounts for charges on this property shall be applied in the following hierarchy:

- a. First priority: utility connection charges, delinquent amount in arrears;
- b. Second priority: utility service charges, delinquent amount in arrears;
- c. Third priority: utility service charges, current billing period amount.

7. The utility’s general facility fee shall be in addition to any special agreements or provisions for mitigation of impacts or requirements for expansion/upgrading to the utility system by any development or project, provided:

a. Utility general facility fee credits shall be given for the value of mitigation or improvements related to additional capacity. The credits shall be proportional to the additional capacity provided by the planned capital improvement portion of the utility general facility fee;

b. The total credit, if any, as provided in this subsection shall not exceed the amount of the utility general facility fee that applies to the additional capacity provided by the planned capital improvement portion of the utility general facility fee.

**B. Connection/Inspection Fee – Water/Wastewater.**

1. A connection/inspection fee shall be charged for all service connections to the utility system pursuant to the utility fee schedule established for utility service.

2. Additional fees may be charged if a re-inspection is required as a result of the property owner’s/developer’s failure to comply with the correction notice from a prior inspection, inaccessibility of facilities for scheduled inspections, or an unsafe site.

3. In the event it becomes necessary to remove and restore surface improvements including but not limited to asphalt, concrete and concrete streets and sidewalks in order to install a service connection, an additional fee shall be levied pursuant to the fee schedule established for removal and replacement.

4. The connection/inspection fee or deposit shall be assessed and paid at the time of execution of the utility service agreement.

5. Outside the city limits the charge for a new service shall be 150 percent of the charge for a similar connection within the city limits. Exception to the 150 percent charge would be made for those making connection to an existing water association water main under the provision of a specific agreement.

**C. Regional Capacity Charge (RCC) – Water.**

1. A regional capacity charge (RCC) shall be assessed on all new or expanded service connections to the water system as published in the unified fee schedule. The RCC shall be proportionate to the cost of providing water facilities to previously unserved property and all changes in use that increase water demand to the regional water system. The fee shall reflect the appropriate amount of the share for that connection to the regional assets in the utility system as defined in the wholesale water agreement between the city and Birch Bay Water and Sewer District, and shall be computed based on equivalent residential units (ERUs). Existing connections within the system as of the effective date of this code shall be considered to have paid their proportionate share of the RCC for existing use.

2. Residential. Calculation of the RCC to determine the ERU equivalent assessment for residential service shall be computed based on the number of equivalent residential unit(s) (ERUs) served and shall be apportioned and assessed as follows:

Single-family residence	1.00 ERU/unit
Duplex, triplex, fourplex	0.85 ERU/unit

Apartments/condominiums (five or more units) <u>and accessory dwelling units</u>	0.80 ERU/unit
Transitory living units (motels/hotels)	0.50 ERU/unit

3. Nonresidential Service. Calculation of the RCC to determine the ERU equivalent assessment for nonresidential services shall be computed based on the water meter size, and shall be calculated according to the standard flow factor of a displacement type meter where a 5/8-inch x 3/4-inch meter shall have a flow factor equal to one ERU and shall be apportioned and assessed as follows:

Meter Size	Meter Flow Factor Equivalent ERUs	Maximum Continuous Flow Rate (gpm)
5/8" or 3/4"	1.0	10
1"	2.5	15
1.5"	5.0	25
2"	8.0	50
3"	16.0	80
4"	25.0	160
6"	50.0	250
8"	80.0	500
10"	115.0	800

4. A utility service agreement shall be executed prior to issuance of a building permit for all new or expanded water service connections including the associated charges for new or expanded water services. The charges and fees specified in the utility service agreement shall be paid prior to issuance of a building permit for all new or expanded water and sewer service connections. These charges shall be in addition to rates and other fees, assessments, and charges established for utility service.

5. For additional services on previously serviced property and changes in use that increase water demand, utility connection charges shall be due within 30 days of the city's notification mailing. If payment is not received within this period, all subsequent water utility payments of existing accounts for charges on this property shall be applied in the following hierarchy:

- a. First priority: utility connection charges, delinquent amount in arrears;
- b. Second priority: utility service charges, delinquent amount in arrears;
- c. Third priority: utility service charges, current billing period amount.

6. The RCC fee shall be in addition to any special agreements or provisions for mitigation of impacts or requirements for expansion/upgrading to the utility system by any development or project, provided:

- a. RCC credits shall be given for the value of mitigation or improvements related to additional regional capacity. The credits shall be proportional to the additional capacity provided by the planned capital improvement portion of the utility general facility fee;

b. The total credit, if any, as provided in this subsection shall not exceed the amount of the utility general facility fee that applies to the additional capacity provided by the planned capital improvement portion of the utility general facility fee.

**Section 3: Section 13.07.060 shall be amended at Subsection A to read as follows:**

**13.07.060 Rates – Wastewater.**

A. Wastewater Service Charges. A wastewater service charge shall be assessed for connection to and utilization of the municipal wastewater system for the purpose of receiving wastewater service pursuant to the utility rate schedule adopted in the unified fee schedule. To preserve a reservation of capacity in the system obtained by the payment of a general facilities fee, owners of vacant or temporarily unoccupied structures or dwellings who have turned off water service shall pay minimum monthly charges to support costs of operating and maintaining the wastewater system which has been designed to accommodate their active use. This monthly “inactive service” rate shall be a percentage of the normal service/base rate as published in the unified fee schedule. Failure to pay these minimum monthly charges will result in assessment of the current general facilities fee prior to restoring service. Service outside the city limits will be permitted only with council approval and, if approved, all fees and services shall be 150 percent of the municipal rate within the city limits.

1. Residential Single-Family or Duplex Service Charge. The residential service charge for wastewater shall be a flat monthly base rate per unit. A “residential unit” is defined as a single-family, single-family attached or duplex dwelling unit regardless of ownership, including condominiums.

2. Accessory Dwelling Unit Charge. Where the accessory dwelling unit shares a water service with the primary residence, the total service charge for wastewater for both units shall be a flat monthly rate of 150 percent of the single family/duplex charge. If a separate water service has been provided, the monthly charge for the accessory dwelling unit will be at the multifamily service rate.

~~23.~~ Residential Low-Income Senior/Certified Disabled Service Charge. The residential wastewater service charge for low-income senior/disabled shall be a flat monthly base rate as indicated in the unified fee schedule. To receive this discount the resident must have a separate billing account associated with either a water or electric meter. For procedures and qualifications, see BMC 13.18.010(D).

~~34.~~ Residential Multifamily Service Charge. The residential multifamily service charge shall be a flat monthly base rate charged to each unit in a multifamily dwelling per the number of units served. A “multifamily dwelling” is defined as a building or portion thereof having three or more dwelling units, regardless of ownership, including condominiums. Condominium multifamily dwellings served by a single water meter may elect for the entire building to have their wastewater service charges associated with the electrical meter accounts for the purpose of receiving individual monthly billing for each unit.

**Section 4. Section 13.16.250 shall be amended to read as follows:**

**13.16.250 Single-family, ~~and~~ duplex, and accessory dwelling unit residential service installation.**

A. For new residential plats, the charge for installation of primary and secondary circuits shall be the actual cost of installing power. The owner will be provided an estimate of the total costs but will only be charged the actual installation costs. In addition, the customer shall furnish the trenching and backfill to city specifications.

B. For a new residence from an existing power source, the charge is as provided in the unified fee schedule. In addition, the customer shall furnish the trenching and backfill to city specifications.

C. For an accessory dwelling unit on a site with an existing single family residence, a separate service must be provided unless approved otherwise by the Public Works Director. The charge is as provided in the unified fee schedule.

~~C~~D. For an underground service circuit to an existing residence or accessory dwelling unit, at the consumer's request or where rewiring requires a new service as determined by the city light department, from an existing power source, the charge is as provided in the unified fee schedule. In addition, the customer shall furnish the trenching and backfill to city specifications.

~~D~~E. For early installation of electrical conduit from the property line to a single-family residence, ~~or~~ duplex, or accessory dwelling unit, the service charge is as provided in the unified fee schedule.

**Section 5. Severability.** If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 6. Effective Date.** This ordinance shall be in force from and after its passage by the City Council and approval by the Mayor, if approved, otherwise, as provided by law and five days after the date of publication.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON,** on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, and approved by the Mayor on the same day.

\_\_\_\_\_  
Bonnie Onyon, Mayor

ATTEST:

\_\_\_\_\_  
Sheri Sanchez, City Clerk

**CITY OF BLAINE**  
**REQUEST FOR COUNCIL ACTION**  
**MEETING DATE: January 24, 2011**

**SUBJECT:** Interlocal Agreement with Birch Bay Water and Sewer District (BBWSD)

**DEPARTMENT:** Public Works **PREPARED BY:** Stephen R. Banham  
Digitally signed by Stephen R. Banham  
DN: cn=Stephen R. Banham, o=City of Blaine, ou=Public  
Works Department, email=sbanham@ci.blaine.wa.us, c=US  
Date: 2011.01.20 11:12:53 -0800  
(Digital Signature)

**AGENDA LOCATION:**  Consent Agenda  Council Action  Unfinished Business

**ATTACHMENTS:** Draft Interlocal Agreement between the City and BBWSD

**BACKGROUND/SUMMARY:** Since the 1998 the City and Birch Bay Water and Sewer District have worked collaboratively to manage water system conservation programs. In 2002 both parties entered into a 30-year wholesale water supply agreement. Recognizing the importance of working collaboratively in February 2008 the City entered into an interlocal agreement that provided for a wide range of collaboration on water and wastewater related issues, including joint funding and direction of hydrogeologic consultant work and conservation. This has been a very effective means of accomplishing a number of critical water efforts and it is in the best interest of both parties to continue this working relationship. The 2008 interlocal agreement is due to expire, with the option of only a one-year renewal, and since both parties recognize the value of a longer term, staff has prepared a new draft agreement updating provisions of the original agreement and with a term of three years and option to extend for an additional three years.

**BUDGET IMPLICATIONS:** The work that is accomplished under the interlocal agreement must already be budgeted or brought to City Council for approval prior to initiating the work. Joint efforts result in economies to both agencies and help lend weight and credibility when applying for outside agency grants and loans.

**RECOMMENDATION:**  Waive the second reading. Staff recommends that the City Council authorize the City Manager to execute the new interlocal agreement with Birch Bay Water and Sewer District as drafted.

**REVIEWED BY:**

City Manager Gary R. Tomsic  
Digitally signed by Gary R. Tomsic  
DN: cn=Gary R. Tomsic, o=City of  
Blaine, ou=City Manager,  
email=gartomsic@ci.blaine.com, c=US  
Date: 2011.01.21 08:43:43 -0800 (Digital Signature)

Finance Director Jeff Lazenby  
Digitally signed by Jeff Lazenby  
DN: cn=Jeff Lazenby, o=City of Blaine,  
ou=Finance Director,  
email=jlazenby@ci.blaine.com, c=US  
Date: 2011.01.20 13:44:38 -0800 (Digital Signature)

City Clerk Sheri Sanchez  
Digitally signed by Sheri Sanchez  
DN: cn=Sheri Sanchez, o=City of Blaine,  
ou=City Clerk,  
email=ssanchez@ci.blaine.com, c=US  
Date: 2011.01.21 08:45:45 -0800 (Digital Signature)

**COUNCIL ACTION:**

Approved  Denied  Tabled/Deferred  Assigned to: \_\_\_\_\_

**ADDITIONAL INFORMATION:** \_\_\_\_\_

**RETURN TO:**  
BIRCH BAY WATER & SEWER DISTRICT  
7096 Point Whitehorn Road  
Blaine, WA 98230

**DOCUMENT TITLE:**  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF BLAINE AND  
BIRCH BAY WATER AND SEWER DISTRICT

**REFERENCE NUMBER OF RELATED DOCUMENT:**  
N/A

**GRANTORS:**  
THE CITY OF BLAINE  
BIRCH BAY WATER & SEWER DISTRICT

**GRANTEE:**  
THE CITY OF BLAINE  
BIRCH BAY WATER & SEWER DISTRICT

**ABBREVIATED LEGAL DESCRIPTION:**  
N/A

**ASSESSOR'S TAX PARCEL NUMBER(S):**  
N/A

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF BLAINE AND BIRCH BAY WATER AND SEWER DISTRICT**

This Interlocal Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Blaine (hereinafter the “City”) and the Birch Bay Water & Sewer District (hereinafter the “District”), in consideration of the mutual promises and covenants contained herein. The District and the City are jointly referred to herein as (the “Parties”) and individually as (“Party”).

**WHEREAS**, RCW 39.34 permits governmental entities to enter into interlocal agreements to accomplish mutually beneficial purposes in the public’s interest; and

**WHEREAS**, the City and the District are governmental entities operating public water and public sewer systems providing potable water and wastewater services within their respective service areas; and

**WHEREAS**, it is in the public interest for the Parties as public entities to work in a cooperative manner; and

**WHEREAS**, On August 13, 1998, the Parties jointly adopted Resolution No. 1212-98 stating policies embracing a collaborative approach to management of the Parties' water conservation programs; and

**WHEREAS**, said policies provided for sharing of water conservation program costs when appropriate and mutually agreed; and

**WHEREAS**, the City on April 2, 2002 entered into a 30 year Wholesale Water Supply Agreement with the District for long term supply of water: and

**WHEREAS**, on February 14, 2006 and on July 25, 2006, the Parties entered into agreements providing for joint funding and direction of a professional hydrogeologic consultant with the goal to enhance development of the City's water right(s) and delivery capacity to Birch Bay Water and Sewer District, and to promote the development of additional water right applications, permits and certificates; and

**WHEREAS**, the Parties have a common interest in continued sharing of resources, when appropriate and mutually agreed, for the cost-effective delivery of potable water, water conservation, and hydrogeologic analysis and services; and

**WHEREAS**, the Parties have a common interest in sharing of resources, when appropriate and mutually agreed, for the cost-effective delivery of wastewater collection and treatment and reclaimed water produced as a result of treatment; and

**WHEREAS**, the Parties believe it will be most efficient to adopt a single interlocal agreement establishing common procedures for cost-sharing and efficient management of potable water services, including water conservation and hydrogeologic efforts, and wastewater services, including collection, treatment, and reclamation; and

**WHEREAS**, the current Interlocal Agreement between the Parties which became effective on February 28, 2008 has a three (3) year duration and therefore expires at the end of February 2011 unless extended by one year through mutual written agreement; and

**WHEREAS**, the foregoing recitals are a material part of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and the District agree as follows:

#### **ARTICLE 1. PURPOSE AND SCOPE**

The purpose of this Agreement is to establish a cooperative framework within which the City and the District can jointly carry out water and wastewater utility work. The cooperative efforts

enabled by this Agreement are intended to reduce the cost of planning and implementing such activities. The Parties intend that existing agreements between the Parties in place as of the date of this Agreement shall continue in effect until they expire or are terminated and that future interlocal agreements and task orders entered between the Parties for jointly funded water and wastewater related activities shall be accomplished under the umbrella of and in accordance with this Agreement. Nothing herein shall require that future agreements between the parties for provision of water supply or wastewater services shall be executed under the umbrella of or in conformance with this Agreement.

## **ARTICLE 2. ADMINISTRATION**

This Agreement shall be jointly administered by the City Manager and by the District General Manager (“Administrators”), or their respective designees.

## **ARTICLE 3. MANAGEMENT AND COMMITMENTS**

From time to time during the term of this Agreement either Party may provide qualified staff and/or outside consultant services to assist with matters related to the purpose of this Agreement as set forth in Article 1. Subject to Section 6.15, such provision of staff, outside consultant services, or any other services or materials shall be in accordance with the provisions herein.

**3.1** *Services and Materials Defined by Task Order.* As the need arises for either Party to request staffing, consulting or other assistance for the achievement of a common objective consistent with the purpose of this Agreement, the Parties may agree to pursue such objective by execution of a task order for services and/or materials, subject to the approval of such general scope of work and the budget for said scope of work by each parties respective Commission and Council. The services and/or materials to be provided will be delineated in sequentially numbered task orders. Such task order(s) will identify the scope of work, staff and/or consultants assigned, estimates of time, agreed hourly rates, estimated costs of materials and any and all other costs. Each task order shall establish a maximum budget for completing the identified task.

**3.2** *Agreement for Task Order and Funding.* Each task order shall require the written agreement of the Administrators for each Party or their designees, shall be identified as a task order entered pursuant to this Agreement, and shall incorporate and be subject to all terms of this Agreement. Funding for each task order, each Parties share of such funding or expense, and any limitations thereon, shall be also be specified and agreed upon in each separate task order. The maximum budget for a task order shall not be exceeded without the mutual written agreement of the Parties by execution of an amended task order and shall be within the specific budgeted amount approved for the project(s) by both the City Council for the City of Blaine and the Commission of the Birch Bay Water and Sewer District. In the event one Party unilaterally directs an outside consultant to expand the scope of work or increase the cost beyond what is authorized by a task order entered in accordance with this Agreement, said Party providing such direction to the consultant shall be solely responsible for that portion of the cost in excess of the maximum budget agreed upon.

**3.3** *Minimum Process Requirements.* The acquisition of any outside services or materials pursuant to this Agreement, shall comply with the minimum requirements applicable to either or both Parties under federal and state law, and local ordinances and policies, including without limitation requirements for requests for qualifications, requests for proposals, and for bidding.

**3.4** *Ownership of Property Acquired.* For any personal or real property (“Property”) acquired pursuant to a task order, the task order shall specify the Party which will own and be responsible for the Property. Neither Party shall obtain, accept or acquire any real or personal property for joint ownership by both Parties without executing a prior amendment to this Agreement and, when applicable, the Wholesale Water Agreement in conformance with RCW 39.34.030(4) specifying the manner of acquiring, holding and disposing of real and/or personal property used in the joint undertaking.

**3.5** *Invoice Transmittal.* Following receipt by one Party of an invoice for outside services, materials and/or following provision of staff services, said Party shall transmit a copy of the invoice for such services and/or materials to the other Party for payment in accordance with the applicable task order. The Parties shall make a good faith effort to review invoices without delay and to indicate any disapproval of same in writing within one week of their receipt to the other Party. The Parties shall attempt to resolve payment disputes as quickly as possible.

**3.6** *Failure to Pay.* In the event that either Party does not pay its share of an invoice within thirty (30) days from the date of receipt, the other Party may provide the non-paying Party a notice of intent to suspend and/or direct the suspension of all or any portion of the work authorized by this Agreement. If no payment or authorization of payment is forthcoming from the non-paying Party within five (5) days of its receipt of a notice of intent to suspend work, the notifying Party may in its sole discretion suspend and/or direct the suspension of all or any portion of the work authorized by this Agreement. The notifying Party shall under no circumstances be required to pay the non-paying Party’s share, but may do so in its sole discretion without prejudice to any future determination that the non-paying Party is liable for reimbursement of such payment under this Agreement.

#### **ARTICLE 4. DURATION**

This Agreement shall be effective upon recording with the Whatcom County Auditor and shall remain in effect for three (3) years from the date of said recording, unless otherwise earlier terminated pursuant to Article 5. The Parties may extend the term of this Agreement for three (3) additional years by mutual written agreement.

#### **ARTICLE 5. TERMINATION**

**5.1** *Required Notice.* This Agreement may be terminated by either Party at any time by providing ten (10) days prior written notice thereof to the non-terminating party.

**5.2** *Costs and Fees.* Upon termination, each Party shall be responsible for its share of the fees and costs incurred up to the date of termination in accordance with the terms herein.

**5.3** *Disputes.* In the event the Parties cannot agree to resolution of any dispute relating to termination within sixty (60) days of the termination date of this Agreement, then the dispute shall be processed in accordance with Section 6.2 herein before any litigation is initiated.

## **ARTICLE 6. ADMINISTRATIVE; OTHER PROVISIONS**

**6.1** *No modification of Existing Wholesale Water Supply Agreement.* This Agreement shall not alter, change, modify, replace, supersede or have any affect whatsoever on the Parties existing Wholesale Water Supply Agreement or on any right, obligation or provision in the Wholesale Water Supply Agreement. The Parties further agree that no act or omission of either Party in connection with this Agreement shall modify or relieve Blaine or the District of their respective obligations under the Wholesale Water Supply Agreement nor shall any such act or omission modify or enlarge any rights of either Party under the Wholesale Water Supply Agreement, unless such modification is expressly agreed to by the Parties.

**6.2** *Dispute Resolution.* Any dispute arising out of the terms and conditions of this Agreement shall first be subject to the following mediation process. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this section 6.2 “promptly” shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, then the dispute shall be mediated. Either Party may provide written notice to the other that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, either party may request appointment of a mediator by the Whatcom County Superior Court. Both Parties shall cooperate to assure that mediation occurs in a timely manner and both parties shall supply all materials provided to the mediator to the other party at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of either party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each party shall be preserved.

**6.3** *Parties Are Separate Entities.* The Parties are each separate and independent public entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, or representative of a Party to this Agreement shall be deemed to be an agent, employee, or representative of any other Party for any purpose.

**6.4** *City Release of District.* To the extent permitted by law, the City hereby releases the District, its successors and assigns, commissioners, officers, employees, agents, and representatives from any and all claims, losses, injuries, harm, liabilities, damages, costs, charges and expenses including all reasonable and necessary attorney’s fees incurred in connection with the District’s and its employees’ performance under this Agreement.

**6.5** *District Release of City.* To the extent permitted by law, the District hereby releases the City, its successors and assigns, council members, officers, employees, agents, and representatives from any and all claims, losses, injuries, harm, liabilities, damages, costs, charges and expenses including all reasonable and necessary attorney's fees incurred in connection with the City's and its employees' performance under this Agreement.

**6.6** *City Indemnification of District.* The City shall indemnify, defend and hold the District, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent acts or omissions of and to the extent harm is caused by the City, its agents or employees in connection with the City's performance under this Agreement. If suit in respect to the above is filed and judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents or employees, the City shall pay the same.

**6.7** *District Indemnification of City.* The District shall indemnify, defend and hold the City, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent acts or omissions of and to the extent harm is caused by the District, its agents or employees in connection with the District's performance under this Amended Agreement. If suit in respect to the above is filed and judgment is rendered or settlement made requiring payment of damages by the City, its officers, agents or employees, the District shall pay the same.

**6.8** *Notices.* All notices and other communications required or permitted to be given by this Agreement must be in writing and must be given and will be deemed received if and when either hand delivered, faxed or mailed to:

**DISTRICT**

General Manager  
Birch Bay Water & Sewer District  
7096 Point Whitehorn Road  
Birch Bay, WA 98230

**CITY**

Director of Public Works  
City of Blaine  
1200 Yew Street  
Blaine, WA 98230

or to such other address as the Parties hereto may from time to time designate in writing and deliver in a like manner. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

**6.9** *Nonwaiver of Breach.* Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

**6.10 Severability.** If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**6.11 “Days” Means Calendar Days.** Unless otherwise specified, all deadlines in this Agreement expressed by a certain number of days shall mean “calendar” days.

**6.12 Governing Law.** The laws of the State of Washington shall govern any disputes arising under this Agreement.

**6.13 Venue.** Subject to section 6.2 herein, any disputes shall be adjudicated in the Superior Court for Whatcom County, Washington, unless otherwise agreed.

**6.14 Section Headings.** Section headings or captions are for reference only and shall not affect the construction or interpretation of this Agreement.

**6.15 Applicability.** This Agreement shall not supersede any existing agreements, interlocal agreements and amendments to interlocal agreements in effect between the Parties as of the date of this Agreement. Subject to the purpose and scope of this Agreement set forth in Article 1, this Agreement shall apply to all joint undertakings of the Parties which are not already governed by an existing agreement and to all future tasks within the scope of an existing interlocal agreement between the Parties which has overlapping purposes with this Agreement.

**6.16 Entire Agreement – Modifications Must Be In Writing.** This Agreement constitutes the entire agreement between the City and the District as to the matters contained herein. This Agreement may be modified in writing only, upon mutual agreement of the Parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF BLAINE**

\_\_\_\_\_  
Gary Tomsic, City Manager

APPROVED as to form:

Attested:

\_\_\_\_\_  
Attorney for City of Blaine

\_\_\_\_\_  
Finance Director







## **CITY OF BLAINE**

344 H Street  
Blaine, WA 98230

# **CITY COUNCIL AGENDA**

**Monday, January 24, 2011**

**7:00 PM**

- A. CALL TO ORDER**
- B. Moment of Silence and Pledge of Allegiance - *PLEASE TURN OFF ALL CELL PHONES and PAGERS WHILE IN COUNCIL CHAMBERS***
  - **ROLL CALL:** Alan Black, Scott Dodd, Charlie Hawkins, John Liebert, Bonnie Onyon, and Harry Robinson. Paul Greenough has requested to be excused.
- C. RECOGNITIONS AND AWARDS**
  - 1. Pam Christianson – BTAC
  - 2. Jan Hansen – Park and Cemetery Board and Blaine Builder Award
- D. AUDIENCE PARTICIPATION**

Sign-up/Comment Forms in Foyer of City Hall

  - 1.
- E. COMMISSION, COMMITTEE AND BOARD REPORTS**
  - 1. Blaine Economic Development Advisory Committee – John Liebert
  - 2. Whatcom Economic Development Board – John Liebert
  - 3. WTA Board – Paul Greenough
  - 4. Marine Resources Committee – Paul Greenough
  - 5. Blaine Tourism Advisory Committee – Harry Robinson
  - 6. Chamber of Commerce – John Liebert
  - 7. Drayton Harbor Shellfish Advisory Committee – Charlie Hawkins
  - 8. Library Committee – Scott Dodd
  - 9. R.E.D. Loan Committee – Harry Robinson
  - 10. Planning Commission – Michael Jones
  - 11. Park and Cemetery Board – Michael Jones
  - 12. Law and Justice Council – Mike Haslip

13. Small Cities Caucus – Bonnie Onyon and Gary Tomsic
14. Whatcom Council of Governments – Bonnie Onyon

**F. CITY MANAGER AND STAFF REPORTS**

1. Public Works
  - a. State & Federal Projects Update
  - b. Street Projects Update
2. Public Safety
3. Community Development Services
  - a. Whatcom County Comp Plan Docket
4. Finance
5. City Clerk
6. City Manager

Calendars:

- Thursday, January 27, **7:00pm** – Planning Commission Meeting  
Tuesday, February 8, **7:30am** – BTAC Meeting  
Thursday, February 10, **7:00pm** – Planning Commission Meeting  
Monday, February 14, **5:30pm** – Council Study Session – Comp  
Plan Docket  
**7:00pm** – Council Meeting  
Thursday, February 17, **9:30am** – Park and Cemetery Board  
Meeting  
City Offices will be Closed on Monday, February 21, in  
Observance of Presidents’ Day  
Thursday, February 24, **7:00pm** – Planning Commission Meeting  
Monday, February 28, **7:00pm** – Council Meeting

**G. PUBLIC HEARING (MEETING)**

1. Intent to Form ULID – Vista Terrace Area

**I. WRITTEN COMMUNICATIONS**

- 1.

**J. CONSENT AGENDA**

Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Councilmember.

1. Approval of Bills – Amount: \$233,830.34
2. Approval of Payroll - Amount: \$-0-
3. Approval of January 10, 2011 and January 20, 2011, City Council Minutes

**K. COUNCIL ACTION ITEMS**

1. Board and Committee Appointments:
  - a. Park and Cemetery Board
2. Ordinance 11-2785, Amendment to Title 13, Accessory Dwelling Units Utility Services

3. Revised Interlocal Agreement with Birch Bay Water and Sewer District

**M. UNFINISHED BUSINESS**

**N. COUNCIL NEW BUSINESS**

**O. MAYOR AND COUNCIL REPORTS**

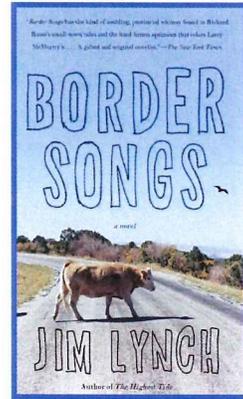
**P. ADJOURN**

Americans with Disability Act (ADA) Requirement: The meeting location is accessible. If you require a special accommodation during your attendance at any public meeting, please contact the City Clerk (360) 332-8311, 24 hours prior to the meeting date you will be attending. Thank you.

# Whatcom READS! Events in Blaine

## **Letters from the Other Side** **Saturday, February 5, 2:00 p.m.**

Explore the often unspoken issue of the collateral damage of **illegal immigration**. This documentary film gives voice to the women and children left behind - sometimes forever - when Mexican men cross the U.S. border looking for work.  
**Location:** Blaine Public Library, 610 3rd Street, Blaine, WA 332-8146.

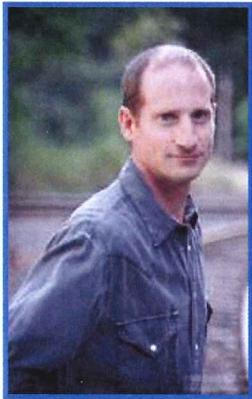


## **The Birds of Border Songs** **Saturday, February 12, 2:00 p.m.**

Retrace the path that county bird expert, Joe Meche, traveled with author Jim Lynch helping him gather information for his book.  
**Location:** Blaine Public Library, 610 3rd Street, Blaine, WA 332-8146

## **Whatcom READS! Book Discussions** **Saturday, February 19, 1:00 p.m. & 2:30 p.m.**

Enjoy lively conversation with other Blaine/Birch Bay readers about the themes in titles by 2011 Whatcom READS! Author Jim Lynch. Discuss **Border Songs** from 1 to 2:30 p.m. and **The Highest Tide** from 2:30 to 4 p.m. **Location:** Blaine Public Library, 610 3rd Street, Blaine, WA 332-8146



## **Author Talk on The Highest Tide and Stories of Border Songs**

**Tuesday, February 22, 7:30 - 9:00 p.m.**  
Jim Lynch speaks about and read from his first book, "The Highest Tide," and shares stories about writing his more recent title, "Border Songs."  
**Location:** Blaine Performing Arts Center, 975 H Street, Blaine, WA

## **Additional appearances by Jim Lynch** **February 22-24**

**Border Songs: Perspectives on Crossing the Line**  
*Wednesday, February 23, 4:30 - 6:00 p.m., Western Washington University, Wilson Library*

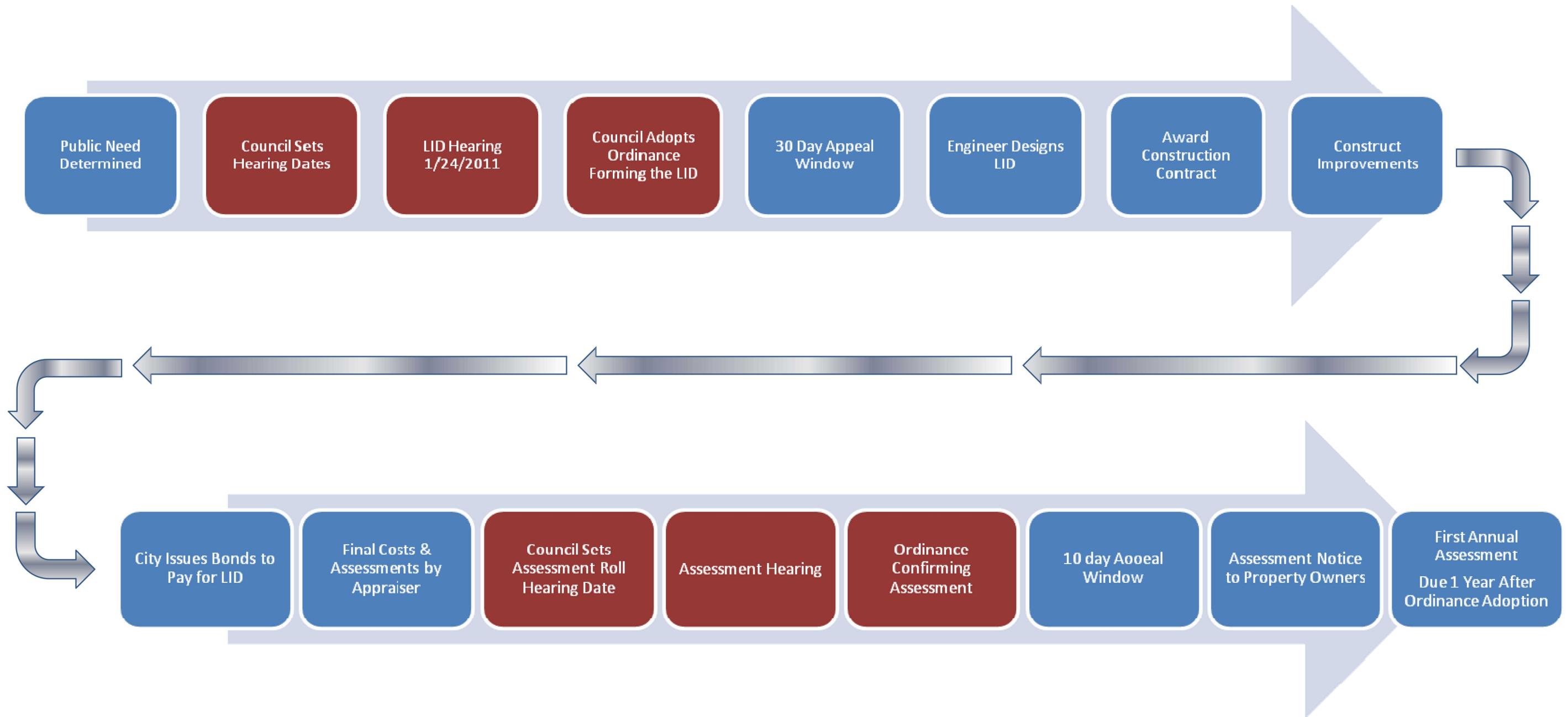
**Author Talk and Book Signing at Whatcom Community College**  
*Thursday, February 24, 1:30 - 3:00 p.m., Whatcom Community College, Syre Auditorium*

**Jim Lynch Discusses Border Songs with Bob Winters**  
*Thursday, February 24, 7:30 - 9:00 p.m., Whatcom Community College, Syre Auditorium*

**Visit [whatcomreads.org](http://whatcomreads.org) for more information**



# Local Improvement District (LID) Process



# CITY OF BLAINE

## CITY COUNCIL MEETING

**PLEASE SIGN SHEET IF YOU WISH TO SPEAK AT TONIGHTS MEETING**

(Each participant may be limited to 3 minutes to speak)

If you will be providing handouts at the City Council meeting, we request 9 copies. Please contact the City Clerk's office if you have any questions.

SIGN-UP SHEET

**DATE** January 24, 2011

PLEASE PRINT

NAME ADDRESS/CITY ISSUE YOU WISH TO ADDRESS REGARDING PUBLIC HEARING

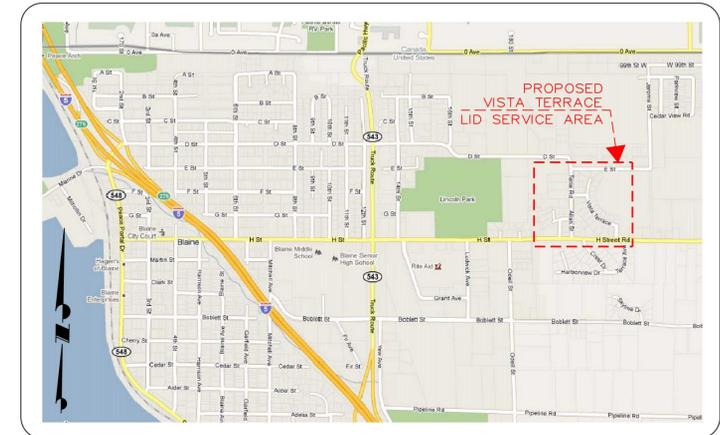
1	Dobby Farmer	Plaine Library	Whetson READS! Campaign	<input checked="" type="checkbox"/>
2	Gary Leer	9715 Tenace Ave	banking too far east	<input checked="" type="checkbox"/>
3	Dennis Olason	860 Georgia	Ord. 11-27 - 85-	<input checked="" type="checkbox"/>
4	Adam Larbe	9714 Vista rd	sewer when do you have	<input checked="" type="checkbox"/>
5	Alex SARET	9775 Allan St	sewer cost too much	<input checked="" type="checkbox"/>
6	Adam Williamson	9735 Lincoln Ln	LTD can trash-ops be delayed or no trash-ops fee	<input checked="" type="checkbox"/>
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				

# VISTA TERRACE LID

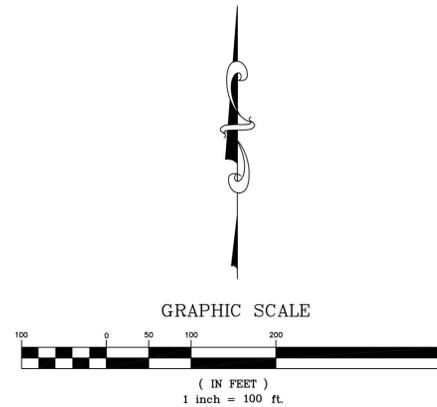
## PROPOSED SEWER IMPROVEMENTS - PRELIMINARY PLAN



PRELIMINARY PLAN OVERVIEW  
NOT TO SCALE



CITY STREETS VICINITY MAP  
NOT TO SCALE



### MAJOR CONSTRUCTION ELEMENTS:

- EXTEND 8" SEWER MAIN 4060 FEET
- INSTALL 10 SEWER MANHOLES
- INSTALL 2 SEWER CLEANOUTS
- INSTALL 59 SEWER SERVICES TO PRIVATE PROPERTY LINE
- REPAIR TRENCHING OF EXISTING ASPHALT WITH NEW ASPHALT PATCH.
- FOLLOW WITH FULL ROAD WIDTH CHIPSEAL SURFACE THE FOLLOWING SUMMER

### MAJOR COST ELEMENTS: \$692,000

- CIVIL DESIGN
- INTERIM FINANCING
- BOND COUNCIL
- CONSTRUCTION
- CONSTRUCTION MANAGEMENT
- PROJECT CONTINGENCY
- DOES NOT INCLUDE INTEREST ON BONDING

NO.	DATE	REVISION	BY
1	11.24.10	UPDATED PER MEETING COMMENTS	DCB
2	11.29.10	UPDATED PER MEETING COMMENTS	DCB
3	12.28.10	UPDATED PER EXHIBIT REVIEW COMMENTS	DCB
4	1.11.11	UPDATED PER EXHIBIT REVIEW COMMENTS	DCB



WEI  
PO BOX 483  
CUSTER, WA 98240  
Phone: (360) 739-1428  
Email: [dbren@weiedi.org](mailto:dbren@weiedi.org)  
Website: [www.weiedi.org](http://www.weiedi.org)



BLAINE PUBLIC WORKS  
1200 YEW AVENUE  
BLAINE, WA 98230  
Phone: (360) 332-8820  
Fax: (360) 332-7124  
Email: [WBullock@cityofblaine.com](mailto:WBullock@cityofblaine.com)  
Website: [www.ci.blaine.wa.us](http://www.ci.blaine.wa.us)

### VISTA TERRACE LID PROPOSED SEWER IMPROVEMENTS PRELIMINARY PLAN OVERVIEW

DRAWN BY: DCB	HORZ SCALE: 1" = 100'	1
DESIGNED BY: DCB	VERT SCALE: NTS	
CHECKED BY: DCB	DRAWING NAME: VISTA-TERRACE.DWG	OF: 1
DATE: JAN 11, 2011	PROJECT NUMBER: 2010-009	

