



City Council Agenda Bill

20063
Bill Number

Subject: A Committee Of The Whole worksession to continue review of the Waterfront District Sub-Area Plan and related documents.

Summary Statement: On August 5, the City Council held a public hearing on the proposed Waterfront District Sub-Area Plan, development regulations, design standards, planned action ordinance, development agreement and interlocal agreement for facilities. On September 30, the Council's Waterfront/Downtown Committee approved transmitting the documents to the full Council with a series of recommended revisions.

Previous Council Action: Public hearing on August 5. WF/DT Committee worksessions 8/12, 9/9, 9/16, 9/23 9/26 and 9/30. Committee of The Whole worksession Oct. 7.

Fiscal Impact: The City has invested over nineteen million dollars for planning, site cleanups, property acquisitions and design and construction of capital facilities. Additional financial commitments by the City through 2037 are proposed in the Interlocal Agreement for Facilities.

Funding Source: Pending Council discussion and action (options: LIFT, Street, REET, PIF, TBD and grants).

Attachments: Staff responses to Councilmember Weiss's motions #16 and #17.
Public Hearing Notice
Written Comment to City Council received since October 2, 2013

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Committee Briefing Council Direction Requested	14-Oct-2013	Provide Direction to Staff	Various staff	60 min

Council Committee:

Committee of the Whole
Seth Fleetwood, Chair

Agenda Bill Contact:
Greg Aucutt, Asst. Director, 778-8344

Committee Actions:

Reviewed By	Initials	Date
Jeff Thomas, PCD Director	<i>JT</i>	10-8-2013
Tara Sundin, WD Project Mgr	<i>TS</i>	10-8-13

Council Action:

Legal	<i>AAm</i>	10/8/13
Mayor	<i>KL</i>	10-8-13

At the Sept. 30th meeting, the Council WF/DT Committee voted to direct staff to respond to a series of revisions suggested by Councilmember Jack Weiss. The following includes Councilmember Weiss's revisions followed by staff comments (in blue type).

Weiss Motion #16. Minor Edits for Staff Review. Move to request the Administration to review the following edits and provide the Waterfront Committee and/or the Committee of the Whole with staff recommendations on these specific proposed modifications and whether or not the modifications should be reflected in other documents or agreements.

Weiss Edits to Subarea Plan:

1) Use "emphasize" rather than "encourage" in some policies.

Staff Response: We have not used the term "emphasize" in any of the other urban village plans or in the comprehensive plan. So using it here may signal to staff that the policies that use "emphasize" are more important than other policies. The plan was not written this way. All policies are equally important. Also, staff uses "encourage" because it provides the policy basis for a regulation or other implementing action. For example, the sub-area plan policy that encourages use of "sustainable and green development practices" is implemented by the sustainability section of the development regulations and the FAR bonus provisions.

2) Page 10. Insert WFG Guiding Principles 3-5 through 3-11 that are missing from draft.

Staff Response - staff supports this change.

3) Page 13. "Increase public access to the waterfront by developing pedestrian, bicycle and vehicular connections to/from the site and an interconnected system of trails, viewpoints, walkways, streets, parking and boat moorage facilities. Emphasize the encourage use of non-motorized transportation modes.

Staff Response - see previous response regarding use of "emphasize" vs. "encourage".

4) Page 13. "Emphasize encourage sustainable and "green" development practices as part of future building and infrastructure design and construction at the site.

Staff Response - see previous response regarding use of "emphasize" vs. "encourage".

5) Page 23. "Parking within shoreline areas and throughout the Downtown Waterfront Area should be located under buildings or within parking structures located on the upland side of the development unless associated with a water dependent use or unless no other feasible alternative exists. Surface parking, with appropriate stormwater

management, maybe developed as an interim use on areas planned for future development. Where interim surface parking is permitted, the long-term parking strategy and timing of the proposed redevelopment should be specified in the shoreline permit for the project.”

Staff Response - Staff does not support this change. This policy is specific to the shoreline jurisdiction and by incorporating it into the entire Downtown Waterfront area it could add to discrepancies between policy statements and existing development regulations and design standards. For example in shoreline areas, streets and parking should be on the upland side of buildings and away from the shoreline, but in the downtown area (outside of shoreline jurisdiction) buildings may be located on either side of a street. Having parking on the upland side of the buildings could result in parking adjacent to the sidewalk and street. This is in direct conflict with the development regulations and design standards that stipulate parking should be located at the side or rear of buildings.

6) Page 23. “Streets within shoreline jurisdiction and throughout the Downtown Waterfront Area should be designed and aligned in such a manner that the minimum width of travel way for vehicles is provided to facilitate circulation, ~~and~~ accommodate future land uses and whenever possible, minimize on-street parking.”

Staff Response - Staff does not support this change. This policy is specific to the shoreline jurisdiction and should not be incorporated into the entire Downtown Waterfront area. It appears this change is intending to further reduce auto dependency in the Waterfront District, however staff believes the reduction is adequately addressed through existing policy and regulations. The streets in the Downtown area should be built to sufficient standard to accommodate and support the intended district traffic (pedestrian, bicycle, transit and auto). The development code is currently set up to minimize private on-site parking and appropriate public street parking for the area should be built. Street parking also adds to the pedestrian comfort and safety.

7) Page 26. The 3rd paragraph on interim uses does not match with more intensive uses provided in Section 13 of the Development Agreement.

Staff Response - Staff agrees that the interim uses identified in the DA should be included here. The DA also says “other uses similar to,” so we can leave the existing plan identified uses. Staff recommends the third paragraph on page 26 of the Plan be revised to read as follows:

“Interim uses are proposed to make use of vacant properties until the development market and infrastructure investment can support more intensive uses. These interim uses include but are not limited to: manufacturing and assembly, repair of large equipment such as vessels, vehicles and floor based tools, warehousing, wholesaling and freight operations, water-related and water-dependent industrial uses, marine-

Staff Responses to Sept. 30 Jack Weiss Motions #16 and #17

related light industrial and transportation, construction staging, environmental remediation, alternative energy research and production, food production and surface parking."

8) Page 29. "~~Emphasize the Encourage~~ re-use and recycling of materials on-site, including re-use of the existing Aerated Stabilization Basin breakwater materials for environmental capping, shoreline restoration and fill for parks and roadways to lower the carbon footprint of the project and reduce impacts on local sand and gravel quarries."

Staff Response - Ok with change but the new bullet should have the word "Encourage" at the beginning.

9) Page 29. New bullet. "Re-use the existing Aerated Stabilization Basin breakwater materials for environmental capping, shoreline restoration and fill for parks and roadways to lower the carbon footprint of the project and reduce impacts on local sand and gravel quarries."

Staff Response - Ok with change.

10) Page 29. "~~Emphasize Encourage~~ building and site designs which conserve energy and potable water, capture and treat stormwater on-site, and utilize alternative energy, recycled wastewater, sustainable building materials and innovative construction techniques."

Staff Response - see previous response regarding use of "emphasize" vs. "encourage".

11) Page 29. "Design circulation systems and parking facilities which emphasize encourage non-motorized transportation, transit and ride-share programs, reduce paved driving surfaces, and protect water quality."

Staff Response - see previous response regarding use of "emphasize" vs. "encourage".

12) Page 29. "Emphasize the adaptive reuse of existing buildings if an assessment of financial, environmental and social factors show positive benefits of keeping the building. Initially design new buildings utilizing methods that will allow easy adaptive reuse in the future if the building use changes over time."

Staff Response - This is both a Sustainability Policy and a Historic Preservation Policy (pg. 36). The Planning Commission recommendations (#11) included a change regarding a new assessment of market conditions and adaptive re-use. It is also a mitigating measure to study adaptive re-use of buildings prior to demolition. If we want preservation policies in both plan sections, I would suggest they be the same. Staff does not support adding "environmental and social factors" to the study or to section 8-2 of

the mitigating measures as these items were not included in the mitigating measures of the EIS.

Staff's recommendation is to amend the proposed policy to be consistent with the mitigating measures and put it in both the Sustainability (p. 29) and Historic Sections (p. 36):

~~"Emphasize~~ Encourage the retention and/or adaptive reuse of existing buildings if an assessment of ~~financial, environmental and social~~ structural, economic, market and land use factors show positive benefits of keeping the building. ~~Initially design a~~New buildings should be built utilizing methods that will allow easy adaptive reuse in the future if the building use changes over time."

13) Page 29. New bullet. "Require all structures to build on-site infrastructure improvements to readily connect with utility district opportunities as recommended in the City's Utility Master Plan for the subarea. Emphasize stubbing utility connections in new buildings that have site opportunities to install future renewable energy systems."

Staff Response - The word "require" is not appropriate for a policy document. The development regulations have been revised to require connection to district specific utilities (district heating) if one is available, so it is appropriate to have a supporting policy. Staff suggests adding the following policy:

Development should utilize district specific utilities, such as district heating and cooling, and non-potable water systems if available and implemented through a Waterfront Utilities Master Plan.

14) Page 30. ~~"Emphasize~~ Encourage pedestrian-oriented development in mixed-use commercial areas by locating buildings adjacent to the sidewalk on arterial streets, except when setback to accommodate public plazas, outdoor seating, dining, landscaping or artwork."

Staff Response - see previous response regarding use of "emphasize" vs. "encourage".

15) Page 30. The interchange between LEED ND and an Ecodistrict seems confusing throughout the plan. For instance, are the LEED ND Credit "Opportunities" listed on this page information, policy, or a requirement? "Opportunities" are listed elsewhere in the Plan.

Staff Response - LEED ND and EcoDistricts are two separate sustainability concepts but there is considerable overlap between them, unfortunately that may lead to confusion for some. The LEED ND Credit Opportunities are consistently shown throughout the plan and indicate where proposed language or components of the plan could be used to earn the ND credit.

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16) Page 31. "~~Encourage~~ pedestrian-oriented uses on the ground floor of buildings fronting arterial streets within Commercial Mixed-use areas, and provide street-level amenities, such as awnings, benches, lighting and landscaping to support pedestrian and transit use."

Staff Response - The proposed change eliminates the word "Encourage" from the beginning of the policy – staff does not support the change.

17) Page 31. "Emphasize ~~Encourage~~ appropriately scaled signs and kiosks integrated with building design and street furniture to identify businesses and direct the public to parks, trails, transit facilities, parking and other locations of interest."

Staff Response - see previous response regarding use of "emphasize" vs. "encourage".

18) Page 31. "Design building rooftops and mechanical equipment with consideration for appearance from the adjacent bluff. Emphasize ~~Encourage~~ screening, vegetation and use of materials to minimize glare.

Staff Response - see previous response regarding use of "emphasize" vs. "encourage".

19) Page 31. New bullet. "Require Downtown Waterfront Interim Permitted Uses adjacent to other Downtown Waterfront parcels or streets to be set back a minimum of 20 feet with a landscaped buffer along the interface."

Staff Response - Do not support the proposed new bullet. It is not appropriate to put development regulations in a policy document. Also, interim uses will be subject to applicable development regulations, which will include buffering from arterial streets, parks and trails. Staff will be recommending an addition to the Interim Permitted Uses term in the Development Agreement to reference applicable requirements.

20) Page 36. "Update and Utilize the assumptions, methodology and recommendations from the Waterfront District Adaptive Reuse Assessment dated 2009, prepared by Johnson Architecture."

Staff Response - Staff does not support proposed change. The Planning Commission already addresses this issue in their recommendations (see #11), which the Council Waterfront and Downtown Committee recommended for approval.

21) Page 36. Located within the text box: It is not the "Digester Building Tanks," it is the "Digester Building." Include "adaptive reuse of structure" as an additional resource. The only real reason the Johnson Report listed the Digester Building for demolition is that it "conflicts with proposed planning framework." (page 5) In fact, the green/yellow/red analysis in the report shows that the Digester Building actually has a better rating than the ceramic tanks the Port so strongly insists be retained. Oddly, the

report recommends the tanks to be preserved. A amended analysis with additional environmental and social (local labor) costs and benefits should be done prior to designating the Digester Building for landfill.

Staff Response – The Waterfront District Adaptive Reuse Assessment prepared by Johnson Architect and Planning, LLC (Appendix A of the February, 2010 EIS Addendum) concludes that the Digester Tanks located within the Digester Building be further evaluated as Icons, but does not recommend a temporary hold on the building for future market assessment. See map on Page 1 and text on page 4 of Executive Summary. Page 5 of the Executive Summary recommends “Demolish Structure in the near term.” The note on page 5 says “Conflicts with proposed planning framework.” The detailed assessment and economic analysis for the Digester Building on page 48-49 of the report describes structural challenges due to its height, narrow width and lack of lateral-force resisting systems in the east bay and difficulty removing the large tanks without damaging the surrounding structure. This section also states that “economic viability is far from assured.” The economic analysis on page 56 of this report estimates existing and future development costs of \$484 TO \$544 per square foot, and concludes a negative return on equity in both cases.

22) Page 38. “Evaluate alternative development scenarios utilizing evaluation criteria to balance environmental impacts, economic impacts and community benefit.” (Place bulleted point in 36 point bold font.)

Staff Response: Staff does not support placing this policy in bold print or using a larger font. Making the font larger does not mean the policy is any more important than others in the plan. If the Council feels that this policy IS more important, it should be clearly stated as such.

23) Page 41. 4th paragraph. How will F Street access be accommodated with all of the proposed uses when the right of way appears to be severely limited near Holly Street?

Staff Response: All future improvements to F Street west of Roeder will be subject to the same spacing requirements for business access as any other part of the City. Approximately 30 feet of additional right-of-way will have to be dedicated to extend an F Street arterial to the proposed marina site, which would be the responsibility of the Port. The mitigation table also calls for a possible right-turn drop lane on Roeder for a future F Street access.

24) Page 48. “~~Emphasize~~ Encourage building design which supports pedestrian-oriented commercial activity and provide opportunities for visual or interactive links between businesses and pedestrians within commercial for mixed-use areas.”

Staff Response - see previous response regarding use of "emphasize" vs. "encourage".

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25) Page 49. In the text box there is a statement that on-street parking will be approximately 10% of the site's needs. Within the rough draft of a street system proposed on the transportation maps, what is the approximate count of on-street parking and how does this number reconcile to the buildout capacity of the Downtown Waterfront area?

Staff Response: See images attached to the end of this document.

26) Page 49. New bullet. "Parking throughout the Downtown Waterfront Area should primarily be located under buildings or within parking structures located on the upland side of the development."

Staff Response - Ok with change. Parking codes already require at least 50% of all off-street parking to be located within a building, parking structure or be covered.

27) Page 53. Last bullet. Does the paragraph also want to refer to vehicles?

Staff Response: Yes. The statement could be changed to say "support safe access to the Waterfront District by all users."

28) Page 54. Reinstate note to figure that declares; "Location of Type 1, Arterials, Type II Streets and Alleys is conceptual and subject to change upon final design."

Staff Response - OK with change.

29) Page 66. Typo. The Shipping Terminal needs an assigned acreage.

Staff Response - OK with change. Add 25 acres.

30) Page 67. Typo. The next to last sentence in the first column should have a deleted "a," although I would prefer deleting the sentence.

Staff Response - OK with deleting the "a"

Councilmember Weiss's suggested revisions to the development regulations

Table .420-A Permitted Uses

31) Delete Industrial category E.4 "Hazardous Waste Treatment and Storage Facility per BMC 20.16.020.H.1." If it is kept or consider a conditional use, then change the BMC reference to G.1 to properly reflect the use.

Staff Response - OK with change.

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32) Create a Miscellaneous Use category for Agricultural. Permitted in Industrial Mixed-Use only for greenhouse and field crops. Conditional in Industrial Mixed-Use for all other agricultural production.

Staff Response - Staff generally agrees but suggests using "Agricultural Nursery" as it is an existing use category currently used in the BMC; "Nursery, agricultural" means an establishment where trees, shrubs, vines and other plant stock are grown, propagated, and/or stored for the purpose of sale or wholesale. Field crops and "other" (animal) agricultural uses should not be allowed in the waterfront.

33) Miscellaneous Uses. 9. "Recycling and Refuse Collection Center" Permitted in all three areas.

Staff Response - Ok with change.

34) Miscellaneous Uses. New Use. "Recycling and Refuse Collection and Processing" Conditional in Industrial Mixed-Use with Note 7.

Staff Response - Ok with change including additional Note 10 regarding processing of imported material from outside the district.

35) Section 20.37.430 H.4.c.1.(a) "The transferred floor area will result in the provision of a public plaza or open-space to remain open to the public at a minimum from 6 AM to Midnight during daytime hours."

Staff Response - BMC 8.04.040 currently regulates park hours. Staff does not support the proposed change and recommends modifying the current language to be consistent with existing regulations regarding public park areas:

"The transferred floor area will result in the provision of a public plaza or open-space to remain open to the public in accordance with park hours established in BMC 8.04.040 during daytime hours."

36) Section 20.37.450 F.3.a Interim Surface Parking "Intent: Interim surface parking may be permitted on parcels intended for redevelopment and should not remain in excess of five 10 years in Commercial and Institutional Mixed-use areas. With Planning Director approval, an extension of up to another five years may be permitted."

Staff Response - Staff does not support the proposed changes. The interim surface parking intent statement establishes the background for the development standard and the standard sets the actual regulation. Due to the unknown rate of development in the Commercial and Institutional areas, the 10 years is intended to provide a timeframe that allows for supporting parking areas to be created but with a clear acknowledgment of

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when the areas should be converted. The standards require a specific timeframe to be established when interim parking areas are proposed.

37) Section 20.37.450 G.3.b.2.(c) Long-term bicycle parking "Covered. At least 75% ~~50%~~ of required long-term bicycle parking shall be covered and meet the standards of subsection G.3.c.(5).

Staff Response - Staff does not support the change. The 50% is based on a national model ordinance, is consistent with the Fairhaven Urban Village regulations, and is a significant change from current bicycle parking requirements. The new rules have not yet been used in a development, and staff does not recommend further reductions without time and examples to ensure there are no significant unintended consequences.

Weiss Motion 17 - Public Comment Recommendations. Move to request the Administration to review the recommendations provided by the BlueGreen Coalition and provide the Waterfront Committee and/or the Committee of the Whole with staff recommendations on these specific proposed modifications and whether or not the modifications should be reflected in other documents or agreements:

The BlueGreen Coalition letter of September 23, 2013 Subarea Plan recommendations:

38) General recommendation #2

2. Staff Response: Staff supports changing the policies from bullet points to numbers as suggested.

Chapter 3 recommendations

39) Recommendation #3 -- Add to the plan that "unrestricted cleanup standards will be used.

Staff Response: Although Ecology, the City and the Port plan to perform cleanups pursuant to the Model Toxics Control Act and consistent with its unrestricted land use soil cleanup levels (which may include deed restrictions and other institutional controls) throughout the Waterfront District due to the proposed future allowed land uses, the appropriate document in which applicable cleanup levels are determined is the Consent Decree and attached Cleanup Action Plan and the appropriate legal framework under which that decision is made and ordered is the Washington State Model Toxics Control Act statute.

A more appropriate statement might be: "Cleanup levels will be developed pursuant to state law to be protective of land uses in the Waterfront District."

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40) Recommendation #4 -- Maximum buffers applied.

Staff Response: The SMP may allow a reduction from the maximum buffer width (50-feet) down to the minimum (25-feet) if a master plan is adopted. The buffer width will be applied at the time of shoreline permitting for parks, trails, development etc.

41) Recommendation #5 -- Increase buffer to 150-feet at the log pond.

Staff Response: Currently the buffer is set at a firm 50-feet. In fact, log pond and the southern 2/3 of Cornwall Avenue Landfill are the only shoreline reaches within the WD shoreline designation that have that wide of a buffer and do not allow a reduction.

42) Recommendation #6 -- Use Whatcom Waterway side of GP wharf only – no navigational use of wharf on the log pond side:

Staff Response: If the wharf is there it can be used per existing regulations. Aerial photographs suggest lack of depth, mooring dolphins and pilings and a boom on the 'inside' of the wharf that would deter navigation.

Chapter 4 Recommendations

43) Recommendation 8 -- Add a policy to "Encourage uses in the Waterfront District that are not currently occupying the adjacent downtown district".

Staff Response: It is appropriate to add a policy encouraging land uses in the Waterfront District that helps to diversify and expand the land uses in central Bellingham:

"Encourage land uses in the Waterfront District that complement and help to diversify and expand the City Center and that also take advantage of the unique urban waterfront location."

44) Recommendation 9 -- Adopt a policy to encourage living wage jobs.

Staff Response: Add a policy encouraging businesses in the Waterfront District consistent with the intent and nature of the underlying zoning:

"Encourage industrial land uses that provide jobs for light manufacturing and assembly, high technology, research and development and industrial uses which depend upon or relate to the waterfront."

45) Recommendation 11 -- Amend bullet 4 on p. 31 to include considerations for noise, light and glare.

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Staff Response: The Planning Commission recommended adding light pollution reduction standards for industrial development, therefore it is appropriate to amend bullet 4 on the left column on page 31 to read as follows:

“Recognize the need for larger industrial buildings and less stringent design standards to accommodate marine industrial uses, upland boat storage and other light industrial uses within Industrial Mixed-use areas. Provide lighting standards, setbacks, screening or landscaping to reduce impacts on and separate Industrial Mixed-use areas from other mixed-use development areas. “

46) Chapter 6 recommendation #12 -- contemplate within the plan that utility master planning may result in public development and maintenance of certain innovative systems to reuse or recycle wastewater or stormwater runoff.

Staff Response: Staff does not support adding this statement to the plan. There are already a number of policies in the plan that speak to the use of innovative techniques for utility systems.

Chapter 8 Recommendation

47) Recommendation 14 -- Amend the chapter to include a capital projects list and costs.

Staff Response: Include a statement that clarifies and references where project information is available including the inter-local agreement as well as the most recently adopted TIP and CIP.

48) Development Regulations Recommendation #3 -- (lower building height limits) and Recommendation #5 -- (require LEED Gold to achieve .5 FAR bonus and Platinum to achieve 1.0 bonus).

Staff response to #3: Staff does not support lowering maximum height limits. The development regulations limit floor area ratios (FAR's) that work in tandem with height regulations to ensure appropriate urban scale development. In order to increase FAR's, public benefits, such as public plazas and open spaces, affordable housing, LEED or contribution to the Lake Whatcom Watershed Property Acquisition Program are currently required.

5. Staff response to #5: Staff does not support this change. Though LEED Silver should be considered a basic development standard, developers simply are not doing it. Therefore we should continue to offer incentives for the Silver standard to help achieve our goal of sustainable development and our commitment to make it the standard.

PAO Recommendations

49) Replace the work "may" with "shall" in some the document.

Staff Response: Staff cannot recommend this change. The intent of the use of the word "may" is not to lessen or dilute environmental review requirements but rather to retain flexibility for the Planned Action Official and SEPA Lead Agencies for unique situations and circumstances that will undoubtedly arise in the future. For example, situations may arise where a project is determined to be inconsistent with the PAO by the City and may turn over to the Port as Lead Agency. The City could not require the Port to take a specific further environmental review action.

50) All Exhibit "C" Specific Amendments to Chapter 3 of the Subarea Plan

This is a lengthy document and staff needs more time to respond.

NPD c6

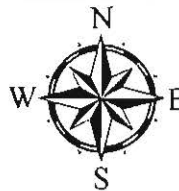


0 50 100 200 Yards

on street parking = 650
 Sub-grade parking = 2,589
 Surface parking = 270

Development footprint = 798,305 sq. ft.
 Surface parking = 60,611 sq. ft.
 $60,611 / 798,305 = .076 \rightarrow 7.6\%$

parking spaces and circulation
 requires 224 sq. ft. per parking stall.



- building entrances
- Plaza, landscaping or open space
- building
- parking**
- ▨ Sub-grade parking
- Surface parking
- street parking
- Bicycle Racks

All surface and sub-grad parking will include bicycle parking equal to, or exceeding 15% of automobile parking spaces. All bicycle parking is within 200 yards the entrance of the building that it services.

WATERFRONT DISTRICT - DOWNTOWN AREA PARKING CALCULATIONS	Total Number of Required Parking spaces by building	Sub-Surface Block Assignment w/i 200 yds.	No. of Sub surface spaces	Surface Lot Spaces w/i same block as bldg.	On-Street spaces	Actual No. of bicycle or carpool spaces	Minimum No. of bicycle or carpool spaces
	1/DU + 1/500 Non-Res. SF	Conceptual layout	2589	270	650	15%	10%
Block B							
BLDG #7	31	L	4		27	5	4
BLDG #8	35	L	4		31	6	4
BLDG #9	32	L	4		28	5	4
BLDG #10	41	L	4		37	7	5
Block C							
BLDG #1	20	M	13	3	4	4	3
BLDG #2	37	M	24	5	8	6	4
BLDG #3	34	M	20	5	9	6	4
Block E							
BLDG #4	44	N	24	8	12	7	5
BLDG #5	26	N	16	5	5	4	3
BLDG #6	54	N	24	8	22	9	6
Block G							
BLDG #11	48	L	3		26	8	5
BLDG #12	26	L	14		12	4	3
BLDG #13	16	L	3		13	3	2
BLDG #27	71	L	33		38	11	8
Block I							
BLDG #14	22	M	12	4	6	4	3
BLDG #15	27	M	15	4	8	5	3
BLDG #25	33	N	19	4	10	5	4
BLDG #26	18	N	11	3	4	3	2
Block J							
BLDG #16	38	J	20	11	7	6	4
BLDG #23	31	J	19	2	10	5	4
BLDG #24	31	J	16	4	11	5	4
Block K							
BLDG #17	54	X	34		20	9	6
BLDG #22	50	X	33		17	8	6
Block L							
BLDG #18	65	L	65			10	7
BLDG #21	56	L	56			9	6
Block M							
BLDG #19	149	M	123	26		23	15
Block N							
BLDG #20	127	N(45)/S(40)	85	25	17	20	13
Block Q							
BLDG #28	92	Q	58	23	11	14	10
Block R							
BLDG #29	39	R	25		14	6	4

WATERFRONT DISTRICT - DOWNTOWN AREA PARKING CALCULATIONS	Total Number of Required Parking spaces by building	Sub-Surface Block Assignment w/i 200 yds.	No. of Sub-surface spaces	Surface Lot Spaces w/l same block as bldg.	On-Street spaces	Actual No. of bicycle or carpool spaces	Minimum No. of bicycle or carpool spaces
BLDG #30	42	R	14		28	7	5
Block T							
BLDG #31	100	T	64	25	11	16	11
Block U							
BLDG #32	104	U	66	25	13	16	11
Block V							
BLDG #33	44	V	29		15	7	5
Mixed Use subtotal	1639		954	190	474	263	183
Block A							
BLDG #41	71	K	43		28	11	8
BLDG #42	70	K	43		27	11	8
Block D							
BLDG #38	105	N	75	19	11	16	11
BLDG #39	78	M	50		28	12	8
BLDG #40	81	M	51		30	13	9
Block F							
BLDG #36	75	N	50	15	10	12	8
BLDG #37	68	N	32	15	21	11	7
Block P							
BLDG #43	131	P(130)	130		1	20	14
BLDG #44	254	P(81)/Q(33)/R(4)T(35)/V(101)	254			39	26
BLDG #45	260	U (37)/W(61)/X (160)	258		2	40	27
BLDG #46	162	R(162)	162			25	17
Block S							
BLDG #35	220	S	189	31		34	23
Block W							
BLDG #34	120	W	120			18	12
Non-residential subtotal	1698		1457	80	158	262	178
Total	3337		2411	270	632	525	361
Difference in Req. vs. Design Layout(+ short/-surplus)			-178	0	-18		
		J	-1				
		K	0				
		L	-1				
		M	0				
		N	0				
		P	-1				
		Q	0				
		R	-2				
		S	-125				
		T	0				
		U	-11				
		V	0				
		W	0				
		X	-37				
			-178				
While the project's conceptual layout meets the LEED ND requirement for reduced parking foot print(NPDC6), this exercise also indicated the potential need to shift some of the subsurface spaces more toward the north easterly part of the project site in the vicinity of Blocks D&F for a better utilization of spaces which will likely be revised in a later Stage 2 review.							
As well as, some additional surface parking in the vicinity of Blocks A, B & G to help alleviate demand for on-street parking in the vicinity of the downtown waterfront park & trail.							



BELLINGHAM CITY COUNCIL

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Telephone (360) 778-8200 Fax (360)778-8101
Email: ccmail@cob.org Website: www.cob.org

NOTICE OF PRESENTATION AND NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Bellingham City Council's Waterfront Committee will hear a presentation on **Monday, July 15, 2013, @ 1:00 p.m.**, or as soon thereafter as possible, in the City Council Chambers, City Hall, 210 Lottie Street, Bellingham, Washington, regarding: **THE WATERFRONT DISTRICT PROPOSAL AND ASSOCIATED DOCUMENTS.**

In addition, City and Port staff will be available to discuss the proposal and answer questions at an informational open house in the lobby at City Hall scheduled July 17, from 12:00 p.m. to 1:30 p.m. and 5:00 p.m. to 7:00 p.m.

NOTICE IS HEREBY GIVEN that the Bellingham City Council will hold a public hearing on **Monday, August 5, 2013, @ 7:00 p.m.**, or as soon thereafter as possible, in the City Council Chambers, City Hall, 210 Lottie Street, Bellingham, Washington, to take public comment on the following:

CONSIDERATION OF THE PROPOSED WATERFRONT DISTRICT SUB-AREA PLAN, DEVELOPMENT REGULATIONS, DESIGN STANDARDS, PLANNED ACTION ORDINANCE, DEVELOPMENT AGREEMENT AND FACILITIES INTERLOCAL AGREEMENT

Detailed information can be found at: <http://www.cob.org/services/planning/waterfront/index.aspx>

Staff Contact: Greg Aucutt, Assistant Director of Planning and Community Development, (360) 778-8344 or gaucutt@cob.org.

NOTE: Both the Committee Meeting and the Public Hearing will be aired live on BTV-10 and streamed live on the internet. The meeting videos will be posted on the City's website.

Anyone wishing to comment on this topic is invited to attend the public hearing; or if unable to attend, to send your comments, in writing to the Council Office, 210 Lottie Street, or email to ccmail@cob.org, or fax to 778-8101, to be received prior to 10:00 a.m., Wednesday, July 31, to be included in the agenda packet. Comment received after that time will be distributed to Council but not included in the published meeting materials.

FOR OUR CITIZENS WITH SPECIAL NEEDS, the Council Chambers is fully accessible. Elevator access to the second floor is available at City Hall's west entrance. Hearing assistance is available and a receiver may be checked out through the clerk prior to the evening session. For additional accommodations, persons are asked to contact the Legislative Assistant at 778-8200 in advance of the meeting. Thank you.

Publication date: July 5, 2013

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Walker, J Lynne L.

From: Kate Blystone <kate@futurewise.org>
Sent: Monday, September 23, 2013 11:32 AM
To: CC - Shared Department
Subject: Blue Green Waterfront Comment Letter and exhibits 3 of 3
Attachments: Exhibit B - Bates Technical College Agreement.docx; Exhibit C - Chapter 3 Suggestions.pdf

Please see attached exhibits B and C.

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Futurewise works throughout Washington State to create healthy livable communities, protect our working farmlands, forests and waterways, and ensure a better quality of life for present and future generations.

10-08-13 Note from City Council Office:

This public comment was inadvertently omitted from the September 26th meeting packet.

[PROJECT NAME]

***PROJECT LABOR
AGREEMENT***

between

PIERCE COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL

And

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Commented [A1]: We did not discuss this union. Is there interest in keeping in the PLA?

**[PROJECT NAME]
PROJECT LABOR AGREEMENT**

This [Add Project name and Project number] Project Labor Agreement (*hereinafter referred to as "PLA"*) is entered into this ___ day of _____, _____ by and between [Name of Contractor] ("*Contractor*") _____) and THE PIERCE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL AND SIGNATORY UNIONS ("*Unions*"), *acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto*

**ARTICLE I
RECITALS/PURPOSES**

1.1 The purpose of this PLA is to establish a framework for labor-management cooperation and stability, insure that all the construction work on the [Add Project name and Project #] ("*Project*") under the jurisdiction of the Unions will be covered under this PLA and shall proceed continuously and without interruption, efficiently, economically and with due consideration for the protection of labor standards, wages and working conditions. The parties hereto agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the Contractor and subcontractors at any tier level, and the Unions, or their members, to the end that the Washington State Department of Enterprise Services ("*DES*") acting on behalf of the Bates Technical College ("*BTC*") (*hereinafter referred to jointly as "Owner"*), Contractor and Unions are assured of complete continuity of operation without slowdown or interruption of any kind and that labor-management peace is maintained. The provisions of this PLA shall apply to all on-site subcontractors of the Contractor at every tier level.

1.2 This PLA shall apply to all on-site construction work under the jurisdiction of the Unions on the Project, by the Contractor and subcontractors of any tier.

1.2.1 This PLA shall be subordinate to any and all requirements in the relevant statutes enabling funding for financing of the Project.

**ARTICLE II
RECOGNITION**

2.1 **UNION RECOGNITION.** The Contractor and sub-contractors of every tier recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this PLA. This sub-section shall not alter the pre-existing legal status of any bargaining relationship between any individual Contractor and signatory Union.

**ARTICLE III
SCOPE OF AGREEMENT**

This PLA shall apply to all on-site construction work managed by the Contractor as determined by the contract between the Contractor and the Owner (for the construction of the Project located in [Name of City]). This PLA shall also apply to engineers performing survey work as defined by Revised Code of Washington ("*RCW*") 18.43.020.

3.1 This PLA shall apply to on-site construction craft employees represented by any Union signatory hereto, and shall not apply to other field personnel or non-manual employees, including but not limited to, executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, office cleaning service, guards, and other non-construction trade labor which may be identified during the course of the Project, including but not limited to:

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- e. Artists and their installers retained by the Owner, during the course of the Bates Technical College projectProject.
- b. Employers and their Employees controlled by the Owner.
- c. Employees engaged in any work performed on or near, or leading to or into, the Project site by state, county, city or other governmental bodies, their other retained contractors, or by public utilities, or by other public agencies.
- e. Employees engaged in maintenance on leased equipment and on-site supervision of such work.
- f. Employees engaged in warranty functions and warranty work, and on-site supervision of such work:
- g. Startup, testing and commissioning personnel employed by the Contractor or the Owner (BTC)

3.2 None of the provisions of this PLA shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner, or their employees from performing work not covered by this PLA on the Project site. As areas and systems of the Project are inspected and construction tested by the Contractor and accepted by the Owner, the PLA shall not have further force or effect on such items or areas, except when the Contractor is directed by the Owner to engage in repairs, modifications, checkout and/or warranty functions required by its contract.

3.3 The Owner or Contractor, as appropriate, has the absolute right to select any qualified bidder for the award of contracts on the Project without reference to the existence or non-existence of any agreements between such bidder and any party to this PLA; provided that, except as provided under Article IX, Hiring Procedures such bidder shall be willing, ready and able to execute and comply with this PLA should it be designated the successful bidder.

3.4 The provisions of this PLA shall apply to the construction of the Project, notwithstanding the provisions of local, area and/or national agreements which may conflict or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a conflicting provision of a collective bargaining agreement, the provisions of this PLA shall "prevail"; otherwise the terms of the respective Collective Bargaining Agreements shall apply except that the work of the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS on this Project shall be performed under the terms of its NATIONAL AGREEMENT, provided that the provisions of ARTICLE(S) XV-CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT, XX-NO-STRIKE-NO LOCKOUT, and XXII-GRIEVANCE PROCEDURE, of this PLA shall apply to such work.

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**ARTICLE IV
UNION REPRESENTATION**

4.1 Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the visitor, safety and security rules established for the Project.

4.2 The Business Representative for each of the Local Unions signatory hereto shall have the right to designate a steward for each subcontractor signatory with that craft type, one (1) working journeyman as Steward for all related craft personnel, who shall be recognized as the Union's representative for a signatory hereto. Such designated Stewards shall be a qualified worker assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working Steward on the Project.

4.3 The working Steward will be paid at the applicable wage rate for the job classification in which he/she is employed.

4.4 The Union may appoint a Steward for each shift, should multiple shifts be utilized, however the Project work will be performed within a single daily workshift unless dictated by the Contractor under special arrangement.

4.5 A Steward for each craft of the signatory Unions employed on the Project shall be permitted on the job site at all times consistent with section 4.1 above. They shall not be subjected to discrimination or discharge on account of proper union activities and that the "Termination notice" language provisions of the respective local Collective Bargaining Agreement shall apply. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the Contractors or it's subcontractors.

4.6 It is recognized by the Contractor and the subcontractors of every tier that the employee selected as a Steward shall remain on the job as long as there is work within his craft which he/she is qualified, willing and able to perform. The Contractor and the subcontractors of every tier shall be notified in writing of the selection of each Steward. The applicable subcontractor shall give the Contractor and applicable Union written notice upon discharging a Steward for cause. For purposes of this section "cause" shall mean incompetence, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, or violation of Project rules.

4.7 The Steward may not cause or encourage work stoppage, and, if found to have instigated such action, will be subject to action by the Contractor, and/or the subcontractors of every tier, up to and including discharge or removal from the project.

4.8 The Steward's duties shall not include hiring and termination, nor shall he/she cause any interference with work progress.

4.9 The Steward shall be given the option of working all reasonable overtime within his craft and shift providing he/she is qualified to perform the task assigned.

ARTICLE V MANAGEMENT RIGHTS

5.1 The Contractor and the subcontractors of every tier retain full and exclusive authority for the management of their operations. The Contractor and the subcontractors of every tier shall direct their working forces at their sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractor and the subcontractors of every tier may, in its sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. The Contractor and the subcontractors of every tier shall schedule work in accordance with applicable local collective bargaining agreements except as otherwise expressly stated in this PLA.

5.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractor and the subcontractors of every tier, therefore, retain all legal rights not specifically covered by this Agreement.

5.3 Except as otherwise expressly stated in this PLA, there shall be no limitation or restriction upon the Owner or the Contractor's choice of materials or design, nor, regardless of source or location upon the full use and installation of equipment, machinery, package units, pre-casts, tools, or other labor-saving devices. The Owner or the Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work. Provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment.

ARTICLE VI SUBCONTRACTING

6.1 The Contractor agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation party to this PLA. Any contractor or subcontractor working on the Project shall, as a condition to working on said project, become signatory to and perform all work exclusively under the terms of this PLA.

6.2 If a Building Trades Union that traditionally represents construction employees in the geographic area of the Project chooses not to become signatory to this PLA, the Contractor and the signatory Union shall agree to utilize one or both of the following options to ensure that the work that may be claimed by the non-signatory Union ("claimed work") is completed without disrupting the project:

- a) The signatory Unions will provide the Contractor and all other contractors and subcontractors who become signatory to this PLA with the appropriate workforce to perform the claimed work. The wage and fringe benefit package for such work shall be set forth in accordance with Article XXIV, Pay- Day/Wage Scales and Fringe Benefits.
- b) The Contractor may utilize any contractor or subcontractor to perform claimed work except that if such contractor or subcontractor is party to an agreement with the non-signatory Union, such Union must agree in writing to abide by the provisions of Article XV Jurisdictional Disputes, for the contractor to be awarded work under this PLA. Such contractor may utilize its existing workforce and wage and fringe benefit package. Such contractors shall be required to agree in writing to be bound to and abide by the provisions of this Article, Article XX No Strike-No Lockout, and Article XV Jurisdictional Disputes. No other provision of this PLA shall apply to such contractors unless required by the Contractor.

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6.2 It is clearly understood that the provisions of this article shall not apply to the Owner or its consultants.

ARTICLE VII PRE-JOB CONFERENCES

The Contractor and the subcontractors of every tier shall be required to hold a pre-job jurisdictional mark-up meeting prior to the commencement of construction activities on the Project. The Contractor agrees that all subcontractors will be required to arrange such a pre-job conference through the Contractor's designated Labor Relations Representative. The Contractor further agrees that the Contractor's Labor Relations Representative will attend and act as co-chairman with the Secretary of THE PIERCE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL at all such pre-job conferences relative to the Project. In addition to the information developed relative to jurisdiction of work at the pre-job conference, the Contractor and their subcontractors of every tier will present all information available to the Contractor regarding starting date for the work, location of the Project, duration of job, estimated peak employment, assignment of work and any other conditions deemed peculiar to the particular contract or subcontract.

ARTICLE VIII PROJECT ADMINISTRATIVE COMMITTEE

8.1 The parties to this PLA will form a Project Administrative Committee which shall serve in an advisory capacity to assist the parties in their implementation and interpretation of the PLA. The purpose of the Committee shall be to promote harmonious relations on the Project, to ensure the provisions contained in the PLA are adhered to and to advance the efficiency, safety and quality of the crafts working on the Project.

8.2 Any agreement or resolutions reached pursuant to the preceding paragraph shall not supersede, alter, modify, amend, add to or subtract from this PLA unless specifically expressed elsewhere in this Agreement. Prior to being effective any amendments or revisions to this Agreement shall be in Writing and signed by all the parties hereto.

8.3 All parties signatory to this Agreement acknowledge the importance of attendance and active support of the Project Administrative Committee and agree to participate in the meetings as their responsibility on the Project requires.

8.4 The chairmanship of the Administrative Committee shall alternate between the Contractor's designated representative and the Secretary of the Pierce County Construction Trades Council.

8.5 The Administrative Committee shall meet as required, but not less than once each month, to review the operation of the Agreement.

8.6 This Committee shall be convened within 48 hours on an emergency basis at the request of any party to the Agreement.

**ARTICLE IX
HIRING PROCEDURES - IN ACCORDANCE WITH
APPLICABLE LOCAL COLLECTIVE BARGAINING AGREEMENT**

9.1 Unless otherwise required by this PLA or obligated to abide by other collective bargaining agreements, the Contractor and its subcontractors of any tier shall be required to use the dispatch resources or procedures of the signatory Unions to acquire workers.

9.2 In the event the Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by the Contractor or subcontractor (Saturdays, Sundays and Holidays in this PLA excepted), the contractor(s) shall first consider referrals from the Preferred Entry program before seeking applicants from other available sources. The contractor shall inform the Union of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the jobsite within twenty-four (24) hours after they are hired.

9.3 The parties commit to provide to emerging business enterprises, as well as other enterprises not previously having a relationship with the Unions signatory to this PLA, opportunities to participate on the Project. To ensure that such enterprises have an opportunity to employ their core employees, the parties agree that in situations where the contractor is not party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work and is a successful bidder, the contractor may request by name and the Union will honor the referral of core employees. The contractor must first demonstrate those core employees possess the following qualifications:

- A current license required by state or federal law for the work to be performed.
- Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years.
- Have been on the contractor's active payroll for at least sixty (60) out of the one hundred-eighty (180) days prior to the contract award.
- Have the ability to safely perform the basic functions of the applicable trade.

Core employees who meet the aforementioned qualifications will be dispatched as follows:

1. Contractors with six (6) or more craft employees the contractor may request by name and the Union will honor by referral up to a maximum of five (5) persons in each craft on an alternating basis with the Contractor selecting first. All subsequent referrals will be through the respective Union hiring hall.
2. Contractors with five (5) or fewer craft employees may request by name, and the Union will honor by referral basis as follows:
 - Core Employee
 - Union Referral
 - Core Employee
 - Core Employee
 - Union Referral
 - Core Employee
 - Union Referral
 - Core Employee

All subsequent referrals will be through the respective Union hiring hall.

9.4.1 It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, creed, color, sex or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable regulations of Title VII, Civil Rights Act of 1964, and Executive Order No. 11246, or such laws or Executive Orders as may supersede them.

**ARTICLE X
HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS**

10.1 **HOURS OF WORK.** Eight (8) hours shall constitute a standard work day. Five days, Monday through Friday, shall constitute a standard work week. Standard shift workday shall be from 7:00 a.m. to 3:30 p.m. for first shift with one-half hour unpaid lunch period. Hours of work may be altered by mutual agreement per Chapter 49.28 RCW. Notification of change in hours of work will be given to the union in writing. Hours of work for pile driving are subject to modification by the Contractor to comply with all applicable noise limitation requirements and obligations of the Owner. Work hours shall be uniform for all crafts. Make up days due to inclement weather will be with prior Contractor approval and per applicable local collective bargaining agreements and in compliance with Washington State Prevailing Wage requirements.

10.2 **LUNCH PERIOD.** Applicable Meal Period provisions in the respective local Collective Bargaining Agreements shall apply.

10.3 **SHIFTS.** First shift shall be considered the standard work shift. Other shifts will be administered in accordance with applicable local collective bargaining agreements. Subcontractors shall be responsible for paying, all premiums required to work the above noted shifts.

10.4 **OVERTIME.** Overtime shall be in accordance with the respective local Collective Bargaining Agreements.

10.5 **HOLIDAYS.** Recognized Holidays shall be as follows: (1) New Year's Day, (2) Martin Luther King's Birthday, (3) Memorial Day, (4) Fourth of July, (5) Labor Day, (6) Thanksgiving Day and (7) Friday after Thanksgiving Day and (8) Christmas Day. Work may be performed on Labor Day when circumstances warrant, i.e., the preservation of life and/or serious property damage.

a. In the event a Holiday falls on Sunday, the following day, Monday, shall be observed as such Holiday.

b. In the event a Holiday falls on Saturday, the preceding Friday shall be observed. Monday holidays shall be honored in keeping with Federal law.

c. There shall be no paid Holidays unless explicitly provided for under a local Collective Bargaining Agreement. If employees are required to work on a recognized Holiday, they shall receive the appropriate overtime rate.

10.6 IT WILL NOT BE A VIOLATION OF THIS AGREEMENT WHEN THE CONTRACTOR CONSIDERS IT NECESSARY TO SHUT DOWN THE PROJECT IN WHOLE OR IN PART TO AVOID THE POSSIBLE LOSS OF HUMAN LIFE BECAUSE OF AN EMERGENCY SITUATION THAT COULD ENDANGER THE LIFE AND SAFETY OF AN EMPLOYEE. IN SUCH CASES, EMPLOYEES WILL BE COMPENSATED ONLY FOR THE ACTUAL TIME WORKED. IN THE CASE OF A SITUATION DESCRIBED ABOVE WHEREBY THE CONTRACTOR OR THE SUBCONTRACTORS OF EVERY TIER REQUESTS EMPLOYEES TO STAND BY, THE EMPLOYEES WILL BE COMPENSATED FOR THE "STAND BY" TIME IN THE EVENT OF ANY CONFLICT, THE RESPECTIVE LOCAL COLLECTIVE BARGAINING AGREEMENT SHALL APPLY.

10.7 **PROJECT SECURITY.** In the event the Contractor deems it necessary, the parties agree to develop a mutually acceptable system for employees checking in and out on the Project. This system, if necessitated, will be developed by the Project Administrative Committee.

10.8 REPORTING TIME. (*Show-up Time*) In accordance with the respective local Collective Bargaining Agreements.

ARTICLE XI APPRENTICESHIP PROGRAM

11.1 The Contractor and its subcontractors of every tier shall implement a Project Apprenticeship Program to meet the requirements established by the Contractor Contract with the Owner. The signatory unions shall supply labor for each craft to provide training and job opportunities as a means to increase the skill of the Puget Sound region work force so that Utilizing the apprenticeship training the workers can enter the pool of skilled labor, fully qualified for living wage jobs.

11.2 In implementing the Project Apprenticeship Program, the Contractor and its subcontractors of every tier shall commit to meet the project Washington State Approved Apprenticeship Program participation requirements of Fifteen (15%) of the total contract labor hours, excluding offsite vendors and suppliers per RCW 39.04.320.

11.3 The signatory unions shall provide upon request by each employer or subcontractor, sufficient quantities of qualified apprentices to complete the task assigned. Such apprentices shall work under the supervision of a journeyman.

11.4 Each request for exemption shall include written documentation of affirmative efforts to use SAC-registered apprentices such as copies of the letters from the subcontractors to the union local and responses from the Union locals and apprenticeship programs stating reasons for not providing labor requested. Contractor will promptly respond to the subcontractor in writing with a decision.

11.5 During the initial construction planning period, the Contractor through its subcontractors shall prepare and submit a plan for SAC-registered apprentice's participation. The plan of each subcontractor shall estimate the total contract labor hours to establish the framework for apprenticeship participation to be submitted to Contractor at the pre-construction meeting.

1. Each subcontractor shall provide monthly with the applicable progress payment request to the Contractor a monthly report of apprentices used that month by craft and trade at each tier and level of work, noted with an ongoing status of the progress towards the originally submitted plan. Additionally, with each progress payment request the subcontractor shall submit to the Contractor an apprenticeship monthly report for the current or following month of planned apprenticeship hourly participation by trade.

2. The Apprenticeship monthly report shall identify the individual SAC Approved apprentices who participated.

3. The Apprenticeship Program participation requirements shall apply to all change orders and amendments to the contract.

4. All Apprenticeship and Workforce reports are to be in electronic form. The Fields and the types of information requested to be determined mutually between the parties.

5. Bidders are to submit verification that the subcontractor has been notified of the Apprenticeship Program Requirements of this Article.

ARTICLE XII HELMETS TO HARD HATS

12.1 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs

or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

12.2 To the extent permitted by law, the Unions will give credit to such veterans' bona fide, provable past experience. The experience and practical knowledge of veterans will be reviewed and tested by applicable Joint Apprenticeship Training Committee (JATC). Applicants will be placed at the appropriate stage of apprenticeship or at the journey level, as the case may be. Final decisions will be the responsibility of the applicable JATC.

ARTICLE XIII PREFERRED ENTRY

13.1 The parties agree to construct and expand pathways to good jobs and lifetime careers for community members through collaborative workforce development systems involving community-based training providers and SAC approved apprenticeship programs.

13.2 The Preferred Entry program, as defined by this agreement will identify individuals meeting certain criteria, living in the Project area, and who are compliant with the entry standards for those apprenticeship programs which allow/provide for preferred entry of qualified applicants into their programs. Preferred Entry candidates shall be placed with contractors working as first period apprentices on the Project by utilizing an interview process. The purpose of this program is to facilitate a workforce reflective of the Project area and supporting goals of workforce inclusiveness.

13.3 The contractor recognizes that Pre-Apprenticeship programs provide good community relations. The pre-apprenticeship training programs recognized by this agreement include Seattle Vocational Institute Pre Apprenticeship Construction Training program (PACT), Apprenticeship and Non-Traditional Employment Program for Women and Men (ANEW) or others serving primarily low-income communities of color or women.

13.4 To the extent the Contractor and its subcontractors of every tier, despite reasonable efforts, are unable to meet the objectives and requirements set forth in this Article through use of craft employees represented by any Union signatory, the Contractor and its subcontractors of every tier shall be allowed to recruit for apprentice candidates from the recognized pre-apprenticeship programs. All preferred entry candidates must meet the qualified applicant status established by the state of Washington apprenticeship standards for entry into the applicable Local Union apprenticeship program. Final decisions will be the responsibility of the applicable JATC.

ARTICLE XIV PAY-DAY

14.1 In accordance with the respective local Collective Bargaining Agreement

14.2 Employees covered under this PLA shall receive their last paycheck upon notice of lay-off.

ARTICLE XV CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT

15.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes

in the Construction Industry (the Plan) or any successor Plan (Attachment B).

15.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employees, parties to this PLA, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this PLA.

- (e) Where the work in dispute is not traditional building and construction work, or is claimed by any of the parties to the dispute not to be traditional building and construction work, and a difference exists among the parties as to the appropriate procedure with jurisdiction to resolve the dispute, the dispute will be settled in accordance with the following procedure. If the dispute is not resolved among the parties within seven (7) working days, the dispute shall be referred, within five (5) working days thereafter, by any one of the Unions or the involved Contractor to the International Unions with which the disputing Unions are affiliated. The International Unions and the involved Contractor shall meet promptly to resolve the dispute. Any resolution shall be reduced to writing and signed by representatives of the involved Contractor and the International Unions.
- (b) In the event that the respective International Unions of the disputing Local Unions and the involved Contractor are unable to resolve the dispute within fifteen (15) calendar days from the date of referral, the dispute shall be referred by any of the interested parties to a mutually agreed upon Arbitrator, who the parties agree shall be the permanent arbitrator under this Article to hear and decide issues arising from the work assignment that is the basis of the dispute. The parties agree that the Arbitrator shall, within twenty (20) calendar days of such referral, conduct a hearing and render a determination of the dispute.

15.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, picketing, work stoppage, slow-down of any nature, or other disruptive activity for any reason by the Unions or their members, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

15.4 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to the initial commencement of work, and on an as needed basis for projects with multiple phases and/or start dates. The purpose of this language is to promote communication and provide the parties an opportunity to review the work prior to the start of construction. The Contractor will be advised in advance of all such conferences and may participate if they wish.

15.5 Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this PLA only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this PLA. In all disputes under this Article, Contractor shall be considered a party in interest.

ARTICLE XVI WORK RULES

16.1 Employment begins and ends at the jobsite.

16.2 The selection of craft foreman and general foreman shall be in accordance with applicable local collective bargaining agreement.

16.3 Employees shall be at their place of work at the designated starting time and shall remain at their place of work until the designated quitting time. Place of work shall mean gang boxes, change shacks or other designated tool storage areas or at assigned equipment. Employees shall remain on the Project and at their place of work through the work day except during breaks and lunch, at which time employees may access vending areas or snack trucks.

16.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under supervision of craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations; provided, however, legitimate manning practices that are a part of national and/or local agreements shall be followed.

16.5 Security procedures for control of tools, equipment and materials are solely the responsibility of the Contractor and/or its subcontractors of every tier. Employees having any company property or property of another employee in their possession without authorization are subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable job security measures for the protection of personal company and client property.

16.6 Slowdowns, standby crews and featherbedding practices will not be tolerated.

16.7 Specialized equipment may be installed, adjusted, tested and serviced by the Owner's employees, agents, or representatives prior to the occupancy of the Project, provided such installation is in accordance with Washington State prevailing wage laws if applicable. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment. Specialized equipment does not include installation of telecommunications cabling and related equipment.

ARTICLE XVII MISCELLANEOUS PROVISIONS

17.1 All inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the sole discretion of the Owner or Contractor by persons of their choice.

17.2 The Owner shall have the right to test, operate, maintain, remove and replace all equipment, apparatus or machinery installed, or to be used in connection with such installation on the work site with employees, agents or representatives of the Owner who shall work under the direct supervision of the Owner, as applicable if such supervision is deemed desirable.

17.3 All foremen and superintendents shall have the authority and responsibility to terminate any construction employee working under their supervision who fails to satisfactorily, competently and diligently perform his assigned duties.

17.4 Subject to the grievance procedure of the applicable local collective bargaining agreement the applicable contractor who is the employer shall have the right to terminate any construction employee who in its opinion fails to satisfactorily, competently, professionally and diligently perform his assigned work, and to refuse to rehire such individual. Each termination slip shall show reason for discharge.

17.6 Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.

17.7 In the interest of the future of the construction industry in the Tacoma area, of which labor is a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work with management on this Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

ARTICLE XVIII SAFETY, HEALTH AND SANITATION

18.1 The Contractor, the subcontractors of every tier and their respective employees shall comply with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended (OSHA), and Washington Industrial Safety and Health Act, Chapter 49.17 RCW (WISHA), relating to job safety and safe working practices.

18.2 The Contractor or its subcontractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

18.3 The Contractors or its subcontractors shall provide adequate sanitary toilet facilities, water and clean up facilities for the employees.

18.4 The Contractor or its subcontractors shall provide a safe place for storage of tools and facilities ventilated and heated for changing clothes.

18.5 All required safety equipment shall be provided by the Contractor or its subcontractors.

**ARTICLE XIX
PROTECTION OF PERSONAL PROPERTY**

19.1 The protection of personal property shall be in accordance with the applicable local agreement of the employing contractor/subcontractor.

**ARTICLE XX
NO STRIKE - NO LOCKOUT**

20.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

20.2 The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

20.3 Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

20.4 In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty.

20.5 There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project site during the duration of this PLA. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another

Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 6 of this Article.

20.6 In Lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union(s) or Local Union(s) has been notified of the fact.

- (a) The party invoking this procedure shall notify the Arbitrator (to be determined) or a mutually agreed upon successor, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he or she shall appoint an alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegram or any other effective written means, to the party alleged to be in violation and the International Union President and/or Local Union.
- (b) Upon receipt of said notice, the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists.
- (c) The Arbitrator shall notify the parties by facsimile, telegram or any other effective written means, of the place and time he or she has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The award shall be issued in writing within three (3) hours after the end of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such award may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner: Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address by registered mail.
- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- (h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 13.6 d above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: For the first shift in which the violation occurred, \$5,000; \$10,000; for each shift thereafter on which the craft has not returned to work. The Arbitrator shall determine whether the specific damages in this Section shall be paid to the Contractor or the affected Sub-Contractor. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.

20.7 The procedures contained in Section 20.6 (a) through 20.6 (h) shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this PLA, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article XXII: Grievance Procedure.

Commented [A4]: Correct article cited.

20.8 The Contractor is a party of interest in all proceedings arising under this Article and ~~Articles XVIII (PREFERRED ENTRY???) CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT~~ ~~Craft Jurisdiction and Jurisdictional Disputes Adjustment~~ and Article XXII Grievance Procedure and shall be sent copies of all notifications required under these Articles and, at its option, may initiate or participate as a full party in any proceeding initiated under this Article.

Commented [A5]: Articles renumbered and correct titles cited.

**ARTICLE XXI
UNION SECURITY**

21.1 Per applicable local collective bargaining agreement.

**ARTICLE XXII
GRIEVANCE PROCEDURE**

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22.1 This PLA is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

22.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

22.3 Any question or dispute arising out of and during the term of this PLA (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following steps:

(e) Step 1

When any employee subject to the provisions of this PLA feels they have been aggrieved by a violation of this PLA, through their local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the PLA alleged to have been violated.

Should the Local Union(s) or any Contractor(s) have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

(b) Step 2

The International Union Representative and the involved Contractor(s) shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

(c) Step 3

If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to a mutually agreed upon Arbitrator for this Article. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor(s) and the involved Local Union(s).

Failure of either party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented, and shall not have authority to change, amend, add to or detract from any of the provisions of this PLA.

229.4 The Contractor shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XXIII GENERAL SAVINGS CLAUSE

232.1 If any article or provisions of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Contractor and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and seal an article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the article or provision in question.

232.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this agreement or the applications of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XXIV TERMS OF AGREEMENT

243.1 This Project Labor Agreement shall become effective on _____, 20__ and shall continue only until the Project is completed or abandoned by the Owner, or by the Contractor/Contractor for the Project.

ARTICLE XXIV WAGE SCALES AND FRINGE BENEFITS

254.1 In consideration of the desire of the Contractor, the Owner and the Union for all construction work to proceed efficiently and economically and with due consideration for protection of labor standards, wages and working conditions, all parties agree that:

25.2 The wage rates to be paid all laborers, workers and mechanics performing work covered under this 24-2 PLA shall be in accordance with the respective local Collective Bargaining Agreement, and as required by Chapter 39.12 RCW, as amended, not less than the prevailing wage rates. This requirement applies to laborers, workers and mechanics, whether they are employed by the Contractor, subcontractors of every tier, or any other person who performs a portion of the work contemplated by this PLA and who is covered by the terms hereof.

254.3 The current Pierce County, Washington state prevailing wage rates (PWR) for the inception of this project are dated (to be determined). Pierce COUNTY, WASHINGTON PWR which have been provided to the parties hereto by the industrial statistician of the Washington State Department of Labor and Industries will be available for review at the L&I website at: <http://www.lni.wa.gov/prevailingwage/> and are incorporated into this Agreement as if set forth herein

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254.4 In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives the matter shall be referred for arbitration to the DIRECTOR OF THE DEPARTMENT OF LABOR AND INDUSTRIES of the State of Washington, and the Directors decision therein shall be final and conclusive and binding on all parties involved in the dispute, as provided for by Section 39.12.060 of the Revised Code of Washington as amended.

254.5 Those provisions for fringe benefit bonds in the respective applicable local Collective Bargaining Agreement shall be applicable to this PLA.

Signed this _____ day of _____, 2013:

For the Owner

Dennis Becker, Business Manager
Bricklayers Local #1

Dennis Callies, Business Manager
IBEW Local #76

Monty Anderson, Business Manager
Heat & Frost Insulators local #7

Denis Sullivan, Business Manager
IUPAT District Council #5

Phil Dines, Business Manager
UA Plumbers & Pipefitters Local #26

Eric Martison, Business Manager
Sheet Metal Workers Local #66

Mark P. Martinez, Executive Secretary
Pierce County Building & Construction Trades
Council, AFL-CIO

John Kerns, Business Manager
Cement Masons & Plasters Local #528

Don Felton, Business Manager
Elevator Constructors Local #19

Steve Pendergrass, Business Manager
Iron Workers Local #86

Don McLeod, Jr., Business Manager
Laborers Local #252

Matt Thompson, Business Manager
Roofers & Waterproofers Local #153

Stanton Bonnell, Business Manager
UA Sprinkler Fitters Local #699

John Emrick, Business Manager
Teamsters Local #313

Ernie Evans, Business Manager
Operating Engineers Local #612

Ed Triezenburg
Pacific Northwest Regional Council of Carpenters

Northwest Construction Alliance

DRAFT

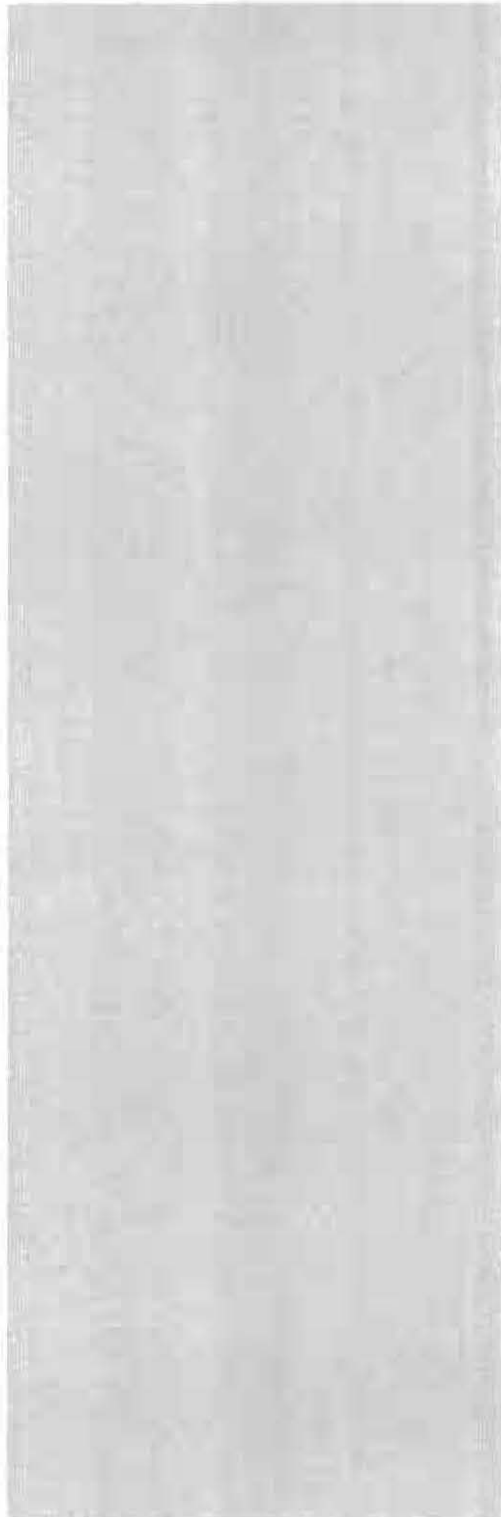


Exhibit C – Specific Amendments Suggested for Chapter 3

- The Log Pond area is designated “Recreational Shoreline” in the Final Draft SMP. The shoreline will have a restored public beach with a 150 foot shoreline buffer, accessible by a pedestrian and bicycle trail in the outer 100’. The 50’ closest to shore will include shrubs, vegetative screen, and potentially vertical separations and overlooks to separate trail users from the habitat and seal haulout. The outer 100’ will include a recreational trail and some clumps of trees to provide perching habitat and to dissuade geese.
- “Identify opportunities to restore and create habitat along the waterfront environment. ~~within the context of creating an economically viable redevelopment.~~” creating an economically-viable redevelopment.” (pg. 13)
- “Removing the failing and unused infrastructure will create opportunities to soften and reshape the shorelines to provide richer and more productive habitat for salmon at all tidal stages. Portions of the GP Wharf which are in usable condition will be retained into the future to support water-dependent uses in the Log Pond area, where activity will be limited to the Whatcom Waterway and will not occur within the log pond itself.” (pg. 17)
- Work with Ecology to coordinate the selection of environmental cleanup strategies that are appropriate for unrestricted use and compatible with anticipated land uses, such as playgrounds and restaurants allowed in both the mixed use industrial and commercial designations. (p 22)
- The shoreline within the Log Pond area was also designated as a Recreational Shoreline in the Final Draft SMP. The shoreline will be restored for ~~public access and~~ habitat function. Public access may be allowed in limited areas, pending a habitat assessment of this beach and others.
- “Develop complex riparian vegetation along the shoreline in order to restore habitat. Where appropriate, with include designated trails and areas of focused public access to the water.” (pg. 23)
- “Parks, trails, public plazas, artwork, signs benches and outdoor seating areas should be allowed within shoreline setbacks outside of designated shoreline buffers, other than areas that represent significant ecological value or that are designated for habitat restoration in future park plans.” (pg. 23)
- “The shoreline within the Log Pond area was also designated as a Recreational Shoreline in the Final Draft SMP. The shoreline will be restored for ~~public access and~~ habitat function, and for public access, where appropriate. Water-dependent, water-related and water-enjoyment uses are also permitted within Recreational Shorelines.” (pg. 23)
- “Build public promenades ~~set back from along the~~ waterfront with viewing platforms and overlooks to provide users with recreational opportunities and vistas of key estuary and habitat areas in coordination with upland redevelopment activities.” (pg. 24)
- “Enhance the Log Pond beach to improve ~~public access and~~ habitat function in coordination with cleanup and redevelopment activities in the Log Pond Area.” (pg. 24)
- “The shoreline within the Downtown Waterfront area is designated as a Mixed-Use Shoreline Environment where the water’s edge is reserved for either habitat only or and a mix of habitat and public access, with variable building setbacks to allow businesses, residences, and public facilities to be located within shoreline jurisdiction.” (pg. 24)

- Prior to “After completion of environmental remediation of the ASB, an assessment of the highest and best use of the ASB should be considered, including as a hazardous waste disposal site, a marina, a stormwater treatment site, and as natural habitat. the ASB lagoon should be opened to marine waters and restored as a Clean Ocean Marina with fish habitat and public access around the rim of the existing breakwater. The marina should include fish passage corridors through the north and south sides of the breakwater which are located so as to protect existing eelgrass beds from construction impacts.”(pg. 25)
- “Enhance the beach on the north side of the ASB lagoon to improve ~~public access and~~ habitat function in coordination with cleanup and redevelopment activities in the Marine Trades Area.” (pg. 25)
- The shoreline within the Log Pond area was also designated as a Recreational Shoreline in the Final Draft SMP. The shoreline will be restored for ~~public access and~~ habitat function. (p 33)
- Pocket beaches at the head of the I&J Waterway, ~~north of the ASB lagoon, the Log Pond, Cornwall Cove,~~ and south of the Cornwall Avenue Landfill could be upgraded for hand carry boats. Additional areas for boat access will be considered after a habitat assessment. (p43)
- “The combination of transportation and public access features in early phases will create strong physical and visual connections between downtown and the waterfront, ~~and establish signature Habitat, parks, and public access features will be established~~ along the south side of the Whatcom Waterway. The Log Pond Area will continue to be used for light industrial activities without any significant public investment in roads or utilities. As the Downtown Waterfront Area gradually develops into an urban village, infrastructure will be expanded as necessary to serve proposed development and increase public access to the waterfront, while preserving and limiting access to critical habitat.” (pg. 45)
- Develop launching facilities and services for hand carry boats in one or more of the following areas: at the head of the I&J Waterway, ~~north of the ASB lagoon, the Log Pond,~~ Cornwall Cove, and/or south of the Cornwall Avenue Landfill. Additional areas for boat access will be considered after a habitat assessment. (p53)
- “The parks and open spaces within this area will create a dramatic new public access trail along the top of the breakwater to the ASB, if it becomes a marina. Clean Ocean Marina.” (pg. 65)
- If industrial activities in the Log Pond area require ongoing water access, a section of wharf south of the Laurel Street crane pad may remain into the future, where activity will occur in Whatcom Waterway, proper, and not within the log pond itself .
- The shoreline trail described within the Downtown Waterfront Area will continue through the log pond area, where the majority of the trail will be offset by 50’, and will offer a few viewpoints closer to the water’s edge, along the Log Pond shoreline to provide public access to the restored Log Pond beach. Here people will experience a soft bank shoreline similar to the shoreline at the Port’s Marine Park facility in Fairhaven.” (pg. 66)
- “Shoreline parks should include restored shoreline buffers and incorporate habitat enhancement projects consistent with the Bellingham Shoreline Master Program and Restoration Plan. Shoreline

buffers may include trails and designated water access points, where those shorelines are not considered significant habitat areas. (See related policies in Chapter 3.)” (pg. 69)

- “Restore natural beaches ~~and provide public access to the water’s edge~~ at the head of the I&J Waterway, the pocket beach northwest of the ASB lagoon, the restored beach within Log Pond Park, the Central Avenue pocket beach, the pocket beach at the end of Cornwall Ave., referred to in this plan as Cornwall Cove, and the beach at the southern end of the Cornwall Ave. landfill.” Assess the sensitivity and habitat value of each of these sites and allow public access where compatible with overall habitat considerations. (pg. 71)

Walker, J Lynne L.

From: Wendy Harris <w.harris2007@comcast.net>
Sent: Wednesday, October 02, 2013 10:22 PM
To: CC - Shared Department; Grp.PL. Planning Mail (planning@cob.org)
Subject: We STILL need an updated wildlife analysis for the Waterfront District

There is still no resolution regarding an updated waterfront EIS analysis of plant and animal impacts. I understand that the administrative staff is supposed to be reviewing this question, among others, and reporting back to the city council, but it is clear that they do not intend to supplement the waterfront environmental analysis.

This remains a crucial matter. Developers are not allowed to degrade the environment below its current condition. And the waterfront has habitat value, largely because it is empty and unpopulated right now, creating a safe shoreline and upland space for some local species.

To determine what mitigation is required to prevent harm during and after construction, there must be a quantifiable baseline standard that is established and monitored. That is why an updated assessment of plants and animals is so necessary.

The staff insists that there is adequate analysis based on the prior studies that have been done. Although studies might have been done, that does not mean that adequate information was developed for purposes of imposing mitigation requirements. This is an important distinction.

For example, staff cites to the shoreline inventory developed when the SMP was updated. However, the information in the shoreline inventory is not comprehensive or detailed, and fails to reflect the number and size of all shoreline plant and animal species. And it fails to reflect a few species of rockfish that were added to the Endangered Species Act recently. Thus, the SMP shoreline inventory can not be used to establish a baseline standard for determining changes in ecological function. Nor does it address issues regarding upland plants and animals.

Gaps in city wildlife data are long standing and well established. The lack of adequate and updated data is reflected in the city's 1995 and 2003 wildlife assessment, and the consultant, Ann Eissinger of Nahkeeta Northwest, repeatedly emphasized the need to fill data gaps, yet this was never done.

Most recently, Environmental Science Associates, (ESA), the city consultant working on a draft habitat restoration master plan, noted "a significant lack of data on terrestrial habitats." In a memo dated 2.21.2013, the consultant stated:

Specific data on plant and animal distributions across the entire study area was found in only two data sources: the Nahkeeta Northwest assessments performed in 1995 and 2003 and Washington Department of Fish and Wildlife Priority Habitat and Species data sets. The Nahkeeta NW data was well compiled, but may no longer reflect existing conditions. Data on species of concern (PHS and state and listed plant and animal species) is spotty and captures very few species. Information on habitat structure is also lacking. Other reviewed data originates from regional analysis on species distribution and lacks the specificity require for this analysis.

In sum, an EIS analysis is necessary to establish a baseline standard for the types and numbers of waterfront species, and to determine areas of high conservation value, connectivity corridors and areas where restoration

would have the greatest impact. If this information is not obtained, then impacts to plants and animals will not be mitigated.

Failing to update the environmental impacts to plants and animals serves the interests of the port and city. It increases the amount of development that can be squeezed into the waterfront and maximizes the amount of land that can be sold off to developers for profit. And it benefits the developers because if impacts are not identified, it does not have to be mitigated and monitored, and this significantly reduces development costs.

This does not serve the public's interest, however, in protecting and restoring a healthy environment. Nor does this conform to the requirements of the CAO and the SMP. Please ensure that the administration complies with our local laws by conducting an updated environmental analysis on local waterfront wildlife and plants.

Sincerely,
Wendy Harris

Walker, J Lynne L.

From: Lilliquist, Michael W.
Sent: Thursday, October 03, 2013 2:45 PM
To: Wendy Harris
Cc: CC - Shared Department; Grp.PL. Planning Mail (planning@cob.org)
Subject: Re: We STILL need an updated wildlife analysis for the Waterfront District

Wendy,

What is your evaluation of the WRIA-1 Nearshore Assessment? Surely this provides quality and updated data upon which to make shoreline rehabilitation decisions and prioritization? Although not an explicit "baseline" assessment, it does give a good indication of present conditions and opportunities for improvement? Surely the ecological evaluation criteria get us much of the way need need to go to identify habitat value along marine shorelines?

<http://www.cob.org/documents/pw/environment/restoration/master-plan/wria1-nearp-report.pdf>

Michael Lilliquist
Bellingham City Council
Representative, Ward 6
360 920-1583 / mlilliquist@cob.org

Per state law RCW 42.56, my incoming and outgoing email messages are public records and are therefore subject to public disclosure requirements.

On Oct 2, 2013, at 10:21 PM, Wendy Harris <w.harris2007@comcast.net> wrote:

There is still no resolution regarding an updated waterfront EIS analysis of plant and animal impacts. I understand that the administrative staff is supposed to be reviewing this question, among others, and reporting back to the city council, but it is clear that they do not intend to supplement the waterfront environmental analysis.

This remains a crucial matter. Developers are not allowed to degrade the environment below its current condition. And the waterfront has habitat value, largely because it is empty and unpopulated right now, creating a safe shoreline and upland space for some local species.

To determine what mitigation is required to prevent harm during and after construction, there must be a quantifiable baseline standard that is established and monitored. That is why an updated assessment of plants and animals is so necessary.

The staff insists that there is adequate analysis based on the prior studies that have been done. Although studies might have been done, that does not mean that adequate information was developed for purposes of imposing mitigation requirements. This is an important distinction.

For example, staff cites to the shoreline inventory developed when the SMP was updated. However, the information in the shoreline inventory is not comprehensive or detailed, and fails to reflect the number and size of all shoreline plant and animal species. And it fails to reflect a few species of rockfish that were added to the Endangered Species Act recently. Thus, the SMP shoreline inventory can not be used to establish a baseline standard for determining changes in ecological function. Nor does it address issues regarding upland plants and animals.

Gaps in city wildlife data are long standing and well established. The lack of adequate and updated data is reflected in the city's 1995 and 2003 wildlife assessment, and the consultant, Ann Eissinger of Nahkeeta Northwest, repeatedly emphasized the need to fill data gaps, yet this was never done.

Most recently, Environmental Science Associates, (ESA), the city consultant working on a draft habitat restoration master plan, noted "a significant lack of data on terrestrial habitats." In a memo dated 2.21.2013, the consultant stated:

Specific data on plant and animal distributions across the entire study area was found in only two data sources: the Nahkeeta Northwest assessments performed in 1995 and 2003 and Washington Department of Fish and Wildlife Priority Habitat and Species data sets. The Nahkeeta NW data was well compiled, but may no longer reflect existing conditions. Data on species of concern (PHS and state and listed plant and animal species) is spotty and captures very few species. Information on habitat structure is also lacking. Other reviewed data originates from regional analysis on species distribution and lacks the specificity require for this analysis.

In sum, an EIS analysis is necessary to establish a baseline standard for the types and numbers of waterfront species, and to determine areas of high conservation value, connectivity corridors and areas where restoration would have the greatest impact. If this information is not obtained, then impacts to plants and animals will not be mitigated.

Failing to update the environmental impacts to plants and animals serves the interests of the port and city. It increases the amount of development that can be squeezed into the waterfront and maximizes the amount of land that can be sold off to developers for profit. And it benefits the developers because if impacts are not identified, it does not have be mitigated and monitored, and this significantly reduces development costs.

This does not serve the public's interest, however, in protecting and restoring a healthy environment. Nor does this conform to the requirements of the CAO and the SMP. Please ensure that the administration complies with our local laws by conducting an updated environmental analysis on local waterfront wildlife and plants.

Sincerely,
Wendy Harris

Walker, J Lynne L.

From: Wendy Harris <w.harris2007@comcast.net>
Sent: Thursday, October 03, 2013 11:10 PM
To: Lilliquist, Michael W.
Cc: CC - Shared Department; Grp.PL. Planning Mail (planning@cob.org)
Subject: Re: We STILL need an updated wildlife analysis for the Waterfront District

Michael:

The WRIA-1 Nearshore Assessment is focused on salmon recovery and includes minor reference to forage fish and herring, but it fails to address important seabird populations, marine mammal populations, or other fish species that live further beyond the nearshore. Our marine shorelines are the most studied of any city habitat, yet even here we have important data gaps. Several rockfish species were recently added to the Endangered Species Act, and are likely to be present in Bellingham Bay, but this has been adequately documented.

A healthy marine ecosystem requires connectivity within the nearshore, and between the nearshore and marine waters, as well as the nearshore and terrestrial upland. This Assessment addresses only nearshore connectivity. And it is not possible to address nearshore and upland connectivity given the significant data gaps regarding terrestrial species.

Is sum, the WRIA-1 Nearshore Assessment does not protect biodiversity, and it does not create a baseline standard for purposes of mitigation. And this result is similar for other wildlife studies cited by the staff... other habitat studies were done for reasons that are unconnected to compliance with mitigation standards in the SMP and CAO. Therefore, they are not adequate for our waterfront planning needs, and the need to update the Waterfront District EIS remains pressing.

Thank you for reviewing my concerns.

Wendy

----- Original Message -----

From: Lilliquist, Michael W.
To: Wendy Harris
Cc: CC - Shared Department ; Grp.PL. Planning Mail (planning@cob.org)
Sent: Thursday, October 03, 2013 2:44 PM
Subject: Re: We STILL need an updated wildlife analysis for the Waterfront District

Wendy,

What is you evaluation of the WRIA-1 Nearshore Assessment? Surely this provides quality and updated data upon which to make shoreline rehabilitation decisions and prioritization? Although not an explicit "baseline" assessment, it does give a good indication of present conditions and opportunities for improvement? Surely the ecological evaluation criteria get us much of the way need need to go to identify habitat value along marine shorelines?

<http://www.cob.org/documents/pw/environment/restoration/master-plan/wria1-nearp-report.pdf>

Michael Lilliquist
Bellingham City Council
Representative, Ward 6
360 920-1583 / mlilliquist@cob.org

Per state law RCW 42.56, my incoming and outgoing email messages are public records and are therefore subject to public disclosure requirements.

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Sincerely,
Wendy Harris

Walker, J Lynne L.

From: Derek Long <derek@sconnect.org>
Sent: Friday, October 04, 2013 2:50 PM
To: Lehman, Cathy A.; Bornemann, Terry R.; Snapp, Stan S.; Fleetwood, Seth M.; Weiss, Jack; Knutson, Gene R.; Lilliquist, Michael W.; scottw@portofbellingham.com; michaelm@portofbellingham.com; jimj@portofbellingham.com
Cc: CC - Shared Department; Linville, Kelli J.; 'Fix, Rob'; 'McClain, Diane'; scboard@sconnect.org; scstaff@sconnect.org
Subject: Waterfront District Planning Comments from Sustainable Connections
Attachments: City Council - Waterfront District SC Letter of Support - Final.pdf

Dear Bellingham City Council Members and Port of Bellingham Commissioners,

Please accept the attached letter and copied contents placed in the body of this e-mail below, in reference to the draft Waterfront District plans and agreements before you.

Thanks for your service to our community.

Derek M. Long
Executive Director, Sustainable Connections
P-(360) 647-7093 (ext. 101)
C-(360) 303-7776
1701 Ellis Street #221
Bellingham, WA 98225
www.sconnect.org

Check out our Upcoming Events

Check out the **Great Things** our Members are Doing!

October 4, 2013

Our Staff:

- Derek Long, *Executive Director*
- Michelle Grandy, *Think Local First & Communications*
- Rose Lathrop, *Green Building & Smart Growth*
- Alex Ramet, *Policy & Energy*
- April Claxton, *Office Manager*
- Erin McCain Anderson, *Event & Volunteer Coordinator*
- Sara Southerland, *Food & Farming Coordinator*
- Amanda Sipher, *Development Coordinator*
- Abby Terpstra, *Membership Coordinator*
- Nancy Ortowski, *Energy Assistant*
- Emily Kubiak, *Energy Assistant*
- Martin Selch, *Energy Conservation Engineer*
- Mark Peterson, *Business Energy Project Advisor*
- Becca Taber, *Program Assistant*
- Amy Vergillo, *Communications Assistant*
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- Shawn Kemp
- Janet Lightner, *Manager, Boundary Bay Brewery*
- Neil McCarthy, *RMC Architects*
- Amy McIvaine, *Certified Financial Planner*
- Ian Rae, *Owner, Chuckanut Builders*
- Elie Samuel, *Owner, Samuel's Furniture*
- Cheryl Thornton, *Cloud Mountain Farm Center*
- Ex-Officio: Michael Lilliquist, *Bellingham City Council Liaison*

Dear City Council Members and Port Commissioners,

The Board of Directors and staff of Sustainable Connections are supportive of the many great ideas incorporated into the Waterfront District (WD) Draft Sub Area Plan, Development Regulations, Design Standards and Planned Action Ordinance. We congratulate staff, elected and appointed members of the City of Bellingham, Port of Bellingham and Planning Commission for thorough, often thankless work over many, many years, on this project.

Sustainable Connections staff has been closely involved in Waterfront District planning for the last 9 years. This planning effort and the eventual development of the Waterfront District are critical for the future of our community and relevant to many of our program's goals, including Green Building & Smart Growth, Food & Farming, Think Local First and even Toward Zero Waste. Due to the program fit and significance of the Waterfront District, we have invested hundreds of hours and thousands of dollars to help make this project plan the best it can be. Sustainable Connections held dozens of events such as speaking events with many of North America's leading green designers and developers, produced a white paper called Bellingham District Heat, and had a staff member serve over 5 years on the Waterfront Advisory Group. We are happy to report that the strategy and best practice recommendations made over the years have been given serious consideration by staff. Many concepts have been integrated and encouraged in the draft documents before you.

The draft documents encourage, incentivize and in some cases require green buildings, local business development, district heat, innovative stormwater management, affordable housing, renewable energy, energy and water efficiency, and forward looking multi modal transit solutions.

Sustainable Connections' comments are reserved to those areas in which our staff have some expertise. We are not commenting in favor or against the proposed contamination and clean-up approach, the adequacy of the wildlife habitat, the development of a new marina or the inclusion or exclusion of a living wage zone.

In our opinion, the draft plans and agreement before you are not perfect, but are very good, integrating thoughtful input by diverse community members and organizations. Staff and the many advisory groups and contributors over the years deserve congratulations. There are opportunities to improve the plans and our monitoring of the process you are involved in now shows you are getting prepared to make careful decisions. While doing that, please consider special encouragement of district heat, it represents what possibly could be the most cost effective large scale greenhouse gas reducing investment Bellingham can make. While considering district scale infrastructure, please encourage district level "purple pipe" that will allow for significant potable water savings in the future. Finally, encourage physically separated bike lanes on arterial streets to increase ridership through the safest options to ride.

Thanks so much for the many hours and careful thought you are putting into our Waterfront District. Please feel free to contact us with questions.

Sincerely,

Sustainable Connections

Strong Community • Healthy Environment • Meaningful Employment • Think Local First

• 360 647-7093 • 1701 Ellis St #221, Bellingham, WA 98225 • www.SustainableConnections.org ♻️ Recycled Content, 100% Post Consumer

October 4, 2013

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Sincerely,

Sustainable Connections

Walker, J Lynne L.

From: Wendy Harris <w.harris2007@comcast.net>
Sent: Tuesday, October 08, 2013 3:17 PM
To: CC - Shared Department
Cc: Taylor, Trevin; King, James G.; jeff.horton@dot.gov; HaslamH@wsdot.wa.gov; cyun461@ecy.wa.gov; Brian.Williams@dfw.wa.gov; alanc1938@gmail.com; mark.adams@ecy.wa.gov; Jeremy Friemund; MY - mayoroffice@cob.org; PK - parks@cob.org; Grp.PL. Planning Mail (planning@cob.org); Allen, Douglas R. (ECY)
Subject: Overwater Walkway/Cornwall Landfill/Waterfront Development Plans

I found Council Member Lehman's questions regarding the overwater walkway, during yesterday's waterfront work session, particularly interesting. The staff's responses reflect a continuing pattern of ignoring treaty rights, public process and habitat and wildlife impacts from waterfront redevelopment.

Council Member Lehman questioned whether the overwater walkway had ever been officially approved by the council. The answer is no. It has been funded in the TIP (Transportation Improvement Plan), but that allows the staff to plan and develop the project. It does not represent official approval of the project developed by the staff.

In fact, this project has been on hold for the last 2 years due to the city's failure to obtain approval from the Lummi Nation for impacts to its treaty rights, something that should have been obtained through co-management at the very beginning of development. Under the last two administrations, the city has been unable to obtain Lummi approval, largely due to its refusal to protect treaty rights by mitigating project impacts on fish and wildlife. How unfortunate that these concerns, also raised by myself and other residents 2 years ago, were ignored by the city and the Hearing Examiner.

Most recently, the Lummi filed with DOE an objection to the MTCA cleanup plan proposed for the Cornwall site, again based on failure to consider and value treaty rights. This complicates matters and makes it even less likely that there will be a speedy resolution to the continuing conflict over development of the overwater walkway. This will also have implications for development of other waterfront areas that rely upon federal funding and grants.

Thus, I found it troubling that the Parks Director advised the city council that the administration essentially considers the overwater walkway a done deal that will be moving forward. I would like to hear a more detailed explanation of the city's position.

Without Lummi concurrency, which is necessary before the Washington State Department of Transportation can process the city's application and release federal FHA funding, this project can not move forward. It is also my understanding that there are time constraints attached to the federal funding that could be jeopardized by on-going delays with this project.

Finally, as you have may have observed, the overwater walkway is a matter of concern to many residents commenting on the waterfront planning process. The administration should not be determining outcomes for projects that have not been through final public process and approval. Here, the NEPA process for the overwater walkway has not even begun. (And the WSDOT refuses to reveal how public notice for the NEPA process will be provided, leaving the public unable to track the status of the environmental review.)

I would like to thank Council Member Lehman and the city council for considering these issues. I hope that you will consider the staff's responses, and in light of the concerns that are raised, pursue this issue further. The 4 million dollars in Greenway Levy III funds allocated to the overwater walkway could be spent developing the waterfront in ways that protect treaty rights, habitat and local wildlife.

Sincerely,
Wendy Harris