

Subject: Authorize Mayor to enter into Interlocal Agreement with Whatcom County for EDI Grant and Loan for North End Regional Stormwater Facility

Summary Statement: The City of Bellingham has been awarded a Whatcom County Economic Development Investments (EDI) grant and loan for construction of a regional stormwater facility to provide water guality and flow control to support development of approximately 80 acres of one of Bellingham's identified employment centers. The regional approach is consistent with the City's Comprehensive Plan, providing for econmies of space and coordinating public utilities with private investment.

Previous Council Action: Approval of 2013 and 2014 Budget

Fiscal Impact: \$1,675,000 loan in 2014; \$825,000 grant in 2014. EDI loan of \$1,675,000 is at 1% over a term of 7 years, to be repaid by Stormwater Development Charges

Funding Source: SSWU Attachments: Interlocal Agreement

Meeting Activity Meeting Date Presented By Staff Recommendation Time **Committee Briefing** 05 13-Jan-2014 Vote to Approve Ted Carlson, PW Director

Council Vote Requested

Council Committee: Public Works / Public Safety Terry Bornemann, Chair Michael Lilliquist; Jack Weiss

Committee Actions:

Agenda Bill Contact: Rory Routhe, Assistant PW Director 778-7910

Reviewed By Ted Carlson, PW Director Brian Henshaw, Finance Dir.

Date Initials.

Legal Mayor

Council Action:

Whatcom County Contract No.

Economic Development Investment Program Interlocal Loan & Grant Agreement

I PARTIES

This Agreement is made by and between Whatcom County (hereinafter referred to as the County), and the City of Bellingham (hereinafter referred to as the City).

1I TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, Subsection C, REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the North End Regional Stormwater Facility Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment C).

IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

- A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.
- B. The City will construct the Project. The Project will be partially funded by a \$1,675,000.00 loan from the Whatcom County Public Utilities Improvement Fund, a \$825,000 grant from the Whatcom County Public Utilities Improvement Fund, and the balance of the Project will be funded by the City of Bellingham. The City of Bellingham will own and maintain the Project.
- C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities

of excellence in such areas. The parties expect the Project to further these goals.

- D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and City facilities in the state of Washington.
- E. The County has created the EDI Board to review applications for loans and grants from the Public Utilities Improvement Fund and to make recommendations for Public Utilities Improvement Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- F. The EDI Board has reviewed the application for Public Utilities Improvement Funds and has recommended approval to the Whatcom County Council.
- G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of \$1,675,000 and a grant in the amount of \$825,000, for a total of \$2,500,000. A copy of the EDI application for this project is attached by reference to this Agreement.
- H. The Whatcom County Council reviewed the recommendation and approved a loan to the City from the Public Utilities Improvement Fund in the amount of \$1,675,000, and a grant to the City from the Public Utilities Improvement Fund in the amount of \$825,000.
- I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

V MUTUAL CONSIDERATION

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The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County's financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.

- A. CITY OF BELLINGHAM RESPONSIBILITIES: The City hereby agrees as follows:
 - (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the City shall provide the County the following <u>updated</u> documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents

varies from those that were submitted with the City's application for EDI funding.

- (ii) The City shall be responsible for all aspects of the design and construction of the project.
- (iii) The City shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The City will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The City shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.
- (v) The City shall repay the loan in full.
- B. WHATCOM COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:
 - (i) COUNTY LOAN—The County shall *loan* One Million, Six Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,675,000.00) for the Project described herein (the "Loan"). This Loan shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City, available upon written request after approval and execution of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in (iii) Payout of Loan and Grant Funding.
 - (ii) COUNTY GRANT—The County shall issue a grant to the City for up to Eight Hundred And Twenty-Five Thousand Dollars and Zero Cents (\$825,000.00) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City upon approval of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in (iii), Payout of Loan and Grant Funding, below.
 - (iii) PAYOUT OF LOAN AND GRANT FUNDING—The County shall pay out the loan and grant funding to the City up to a maximum of Two Million, Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00) of the total project costs. This amount shall be paid in accordance with Attachment B, attached hereto. Disbursements of grant and loan funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.
 - (iv) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The City agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.
- C. REPAYMENT OF COUNTY LOAN—The City shall repay the Loan as follows:

- (i) The term of the Loan shall be seven years, commencing from the date that the County disburses the Loan proceeds to the City. Interest shall accrue on the unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.
- (ii) The City will make loan payments to the County annually on or before the anniversary date of receiving loan proceeds in accordance with the attached amortization schedule (Attachment A). Loan payments must be delivered to the Whatcom County Executive Dept., Suite 108, 311 Grand Avenue, Bellingham, WA 98225.
- Failure to make the payment in the required amount by the date it is due (iii) according to the amortization schedule hereto attached shall constitute an event of default by the City. In the event that the City fails timely to make a Loan payment hereunder, the County shall notify the City of the failure and the City shall have fourteen (14) days to cure its failure. At the option of the County, such an event of default and the City's failure to cure within the stated time period is a sufficient basis upon which the County may take action to collect the amount that is delinguent, and if the County takes action to collect pursuant to this provision, the City shall pay to the County not only the amount owing, but also any collection of reasonable costs incurred by the County. Furthermore, if the City fails to make a payment on the Loan within thirty (30) days of the date it is due, and if the County has provided the City with the notice provided for in this section, and if the City fails to cure within fourteen (14) days, then the County may choose to declare the remaining balance of the loan due and owing.
- (iv) There is no prepayment penalty should the City desire to retire this debt early, either in whole or in part.
- (v) The City agrees to apply developer fees towards reduction of the principal balance of the loan, and therefore shall, as developer's connection fees are collected for the Project, submit the full amount of such payment to the County, which shall apply it towards the principal balance of the loan. These payments are in addition to the regular annual payments of principal and interest.
- (vi) The City and County agree that the loan provided for hereunder is subordinate to all general obligation bonds that have been issued by the City or that may be issued by the City in the future.

VI RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the City in the undertaking of a project of this nature. All City records pertaining to this Agreement and the Project work shall be retained by the City for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the City which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the City nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the City in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

VIII TERMINATION

If the City fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

- A. TERMINATION FOR CAUSE— If the City fails to comply with the terms and conditions of this Agreement, the County will give notice to the City in writing of its failure to comply. Except as specifically provided elsewhere herein, the City will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the City into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the City and a failure by the City to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the City may take such remedial actions under the law as are available to cure the default, including specific performance.
- B. TERMINATION FOR OTHER GROUNDS—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

X INTEREST OF MEMBERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

To the extent permitted by law, the City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Agreement.

To the extent permitted by law, the County shall indemnify and hold harmless the City, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the County, its agents, employees, or subcontractors pursuant to this Agreement.

XII ASSIGNABILITY

The City shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

XIII NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

XIV CONTRACT MODIFICATIONS

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the City.

XV SEVERABILITY

If any Portion of this Agreement is changed per mutual agreement or any Portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

XVI NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY:	Ted Carlson, Public Works Director City of Bellingham 210 Lottie Street Bellingham, WA 98225
TO COUNTY:	Brad Bennett, Finance Manager c/o Whatcom County Executive's Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

XVII INTEGRATION

This Agreement contains all terms and conditions to which the County and the City agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this loan and grant transaction. There are no other oral or written agreements between the City and County as to the loan and grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be recorded with the Whatcom County Auditor pursuant to the recording requirement contained within RCW 39.34.040.

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IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date and year last written below.

EXECUTED, this _____ day of _____, 2014, for the CITY OF

BELLINGHAM:

	Departmental Approval:
Mayor	Department Head
Attest:	Approved as to Form:
Finance Director	Office of the City Attorney
STATE OF WASHINGTON))ss. COUNTY OF Whatcom)	
KELLI LINVILLE, to me known to be the MA	, 20, before me personally appeared AYOR of the City of Bellingham and who executed at to me the act of signing and sealing thereof.
	NOTARY PUBLIC in and for the State of Washington, residing at My commission expires
WHATCOM COUNTY:	
Approved: Accepted for Whatcom County:	
Jack Louws, Whatcom County Executive	-
STATE OF WASHINGTON)) ss	
COUNTY OF WHATCOM	
On this day of LOUWS, to me known to be the EXECUTIVE instrument and who acknowledged to me the	, 2013, before me personally appeared JACK of Whatcom County, who executed the above act of signing and sealing thereof.
Approved as to form:	NOTARY PUBLIC in and for the State of Washington, residing at My commission expires
Prosecuting Attorney Date	_

Interlocal (Stormwater) Loan & Grant Agreement between Whatcom County and the City of Bellingham

Northwest Regional Facility "Attachment A"

WHATCOM COUNTY EDI Loan City of Bellingham Storm Water Project

Principal	\$1,675,000
Interest Rate	1.00%
Term	7

		Beginning				Ending
#	Year	Balance	Payment	Interest	Principal	Balance
1	2015	\$1,675,000	\$248,952	16,750	232,202	\$1,442,798
2	2016	\$1,442,798	\$248,952	14,428	234,524	\$1,208,273
3	2017	\$1,208,273	\$248,952	12,083	236,869	\$971,404
4	2018	\$971,404	\$248,952	9,714	239,238	\$732,166
5	2019	\$732,166	\$248,952	7,322	241,630	\$490,535
6	2020	\$490,535	\$248,952	4,905	244,047	\$246,488
7	2021	\$246,488	\$248,952	2,465	246,487	\$0
		=	1,742,667	67,667	1,675,000	

Attachment B

City of Bellingham – North End Regional Stormwater Facility Project Loan and Grant Draw Down Requirements

The \$1,675,000.00 loan will be disbursed prior to grant funding.

The loan will be disbursed in full, (\$1,675,000), upon written request for the funds from Ted Carlson, Public Works Director of the City of Bellingham. The request for funds is to be addressed to the Whatcom County Executive's office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225 and should reference the Whatcom County assigned interlocal agreement number. The loan will be disbursed by warrant within 30 days of receipt of request.

Grant funding will be disbursed after project construction has begun, upon written request from Ted Carlson, Public Works Director of the City of Bellingham, supported by proof of work performed and/or allowable expenses otherwise incurred on the Project at a cost commensurate with the amount requested, and not otherwise specifically reimbursed. The request for funds is to be addressed to the Whatcom County Executive's office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225 and should reference the Whatcom County assigned interlocal agreement number. The grant will be disbursed by warrant within 30 days of receipt of request.

Northwest Regional Facility "Attachment C"

Whatcom County Economic Development Investments Program

Application for Funding



Jack Louws, Whatcom County Executive

Application Checklist

Completed Application _

All portions of the application must be completed in full:

Summary Page

A. Requested Funding Terms

B. Project Description

C. Financial Information

D. Private Sector Commitment (complete this section for each private firm involved in project)

- E. Project Feasibility
- o Signed Certification

See page 9 of application.

o Resolution

Include a resolution or ordinance of the local governmental jurisdiction authorizing this EDI application.

o Engineering Estimates Attach if applicable.

Contingency Agreement(s)

Include a signed Contingency Agreement for each private sector firm involved in project. (Sample agreement on page 10.)

Please be clear and concise in your responses. Attachments are welcome.

This application can be obtained electronically from:

- The Whatcom County Government: <u>www.whatcomcounty.us</u>
- The Bellingham Whatcom County Economic Development Council: www.nwecon.org
- The Whatcom County Executive's Office: <u>Executive@co.whatcom.wa.us</u>

The applications that are received will be initially reviewed for completeness by the County Executive staff. Then the application is reviewed by the EDI Board and as appropriate approved by the Whatcom County Council.

Summary - Application for Funding

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Applicant (Governmental Entity)	City of Bellingham
Federal Tax Number	916001229L
Contact Name	Ted Carlson
Title	Public Works Director
Telephone	360-778-7998
Fax	360-778-7901
Email	tcarlson@cob.org
Address	210 Lottie Street
	Bellingham, WA
	98225

Project Title North End Regional Stormwater Facility

	Amount of EDI loan requested:	\$1,675,0	00	•
	Amount of EDI grant requested:	<u>\$825,000</u>		
	Source of Local Match:			,
	City of Bellingham Street / Stormwater Fu	nd <u>\$1,500,0</u>	00	
	List other funding:			
8	Source	Date Requested	Date Approved	Amount of Funding
тс	TAL public project costs:			\$4,000,000
TC	DTAL private investment in plant/equipment			

A. Request For Funding Terms

A1. Indicate the terms of the funding that you are requesting here.

Due to the significant amount of leverage by several public and private entities, the City of Bellingham is requesting \$825,000 in grant funding and \$1,675,000 loan.

(a) Total number of years for repayment <u>10</u>

(b) Other specific terms: 1% interest

B. Project Description

B1. Describe the entire public facility project, including the parts that you are not asking EDI to fund.

The North End Regional Stormwater Facility "Facility" is a treatment and detention facility which will support development of approximately 80 acres in one of Bellingham's employment centers. See Attachment A, Site Map. The City is taking this proactive economic development approach to create efficiencies and decrease risk to businesses looking to expand or locate their business in Whatcom County. The area that can be served by the Facility is bounded by Bakerview to the South, Pacific Highway to the West, Northwest Avenue to the East and the unimproved rights of way of June Road to the north. The Facility will provide the flow control and water quality treatment required for converting the area from its existing condition to industrial/commercial/retail and multifamily developments. Economic activities that will benefit from this Facility include the 160,000 s.f. Costco Store on Bakerview Road, 15 acres of single family development, 10 acres of developable land to be used by adjacent commercial properties as well as supporting the construction of two proposed arterial streets. The facility will help spur development in one of Bellingham's largest emerging commercial and industrial centers.

A second part of the project, fully funded by the City of Bellingham, includes the creation of a wetland bank. By providing the opportunity for developers to buy into the proposed wetland bank the City will help reduce the cost and difficulty for developers to mitigate wetland impacts to potential development in the area.

B2. Will this project upgrade an existing public facility? No. Build a new one? Yes. Describe:

See above.

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B3. Specifically, what element(s) of the public facility project will EDI funds pay for?

The EDI funds will only pay for the construction of the North End Regional Stormwater Facility improvements. The design, permits and plans will be paid for by the City of Bellingham. The property acquisition for the pond site has recently been completed and was paid for by the City of Bellingham.

B4. Include a site map of the area. (Materials must be reproducible in black and white and in 8 1/2 x 11 format.) Identify the location of the site, public infrastructure and private development project, existing and/or proposed.

Attachment A. Site Map

Attachment B. Economic Activity

B5. Attach engineering estimates that support project costs. Identify if estimates are from preliminary engineering or design engineering work.

Attachment C. Engineering Cost Estimate

B6. Describe how the public facility project will enhance or encourage other development in the immediate area in addition to the direct development described in this application.

The Facility will support approximately 80 acres of direct development, including stormwater from Mahogany, a critical arterial connecting Pacific Highway to Northwest Avenue. This new arterial will support continued development in an area recently annexed by the City and relieve congestion from Bakerview.

B7. List all permits and environmental reviews required for the public sector project and give their current status (applied for, application being prepared, permit issued, etc.)

Permit/ Environmental Review	lssuer	Status	Anticipated Completion Date
SEPA	City of Bellingham		Jan 2014
Wetland	WSDOE & USCOE		April 2014
Critical Area Permit	_ City of Bellingham		Jan 2014
Stormwater	City of Bellingham		Jan 2014

B7. Provide preliminary project schedule:

Preliminary Engineering Report Environmental Review All Required Permits Obtained Design Engineering Bellingham North End Regional Stormwater Facility

Estimated Completion Date (month/year)

Complete January 2014 May 2014 April 2014 Page 5 Whatcom County EDI Application for Funding

Land/Right-of-Way Acquisition	Complete
Prepare Bid Documents	April 2014
Award Construction Contract	June 2014
Begin Construction	July 2014
Project Operational	November 2014

B8. Other jurisdictions.

(a) Are other jurisdictions, such as counties, cities, port districts, tribes, state/federal agencies involved in the planning, design, financing, construction or operation of this project? If so, please identify all entities:

No.

(b) Explain how completion of the project is coordinated between these entities.

N/A

B9. Who will operate and maintain the public facility in this project?

The City of Bellingham's Stormwater Division.

B10. Will this project impact utility rates and public services within the jurisdiction? Explain:

Utility rates will not be impacted directly by this project.

B11. Is this project consistent with your local comprehensive plan, capital facilities plans and/or county comprehensive economic development strategy? If yes, attach relevant portion of plan. If no, please explain.

Yes, see Attachment D for the appropriate documents.

Bellingham North End Regional Stormwater Facility

C. Financial Information On Cities, Towns, Port Districts or Counties

C1. Will a revenue stream be generated that could repay a EDI loan in addition to funding the operations and maintenance costs of the facility? Yes X No

They City of Bellingham will utilize the private development contributions for use of the Facility to repay the EDI loan.

(a) If no, please identify eligible funding sources committed to loan repayment.

C2. In the context of your entity's overall annual budget, explain the need for EDI assistance.

While the \$4 million project cost is a considerable financial undertaking for the City at this time, the City is committed to completing the project. The expenses are a large burden on the City's limited Surface and stormwater fund, so the City has borrowed from its internal Street Fund. The money borrowed from the Street Fund has already funded the property purchase as well as the design. The request for \$2.5 million will enable the City to complete the construction while enabling the City to carry the costs of the improvements until the adjacent property participate in the cost recovery program. Assistance from our local EDI fund at this time will allow this project to move forward in 2014 and be completed by November 2014, which is just in advance of the early 2015 opening of a new 160,000 SF Costco Store with a 24-pump gasoline station. An additional 144,000 SF shopping center is also currently in the planning stages, with completion anticipated in 2016.

C3. If the local jurisdiction is not financially contributing to the project, please explain why. N/A

C4. Has the use of revenue or general obligation bonds, LID, ULIDS been explored for this public facility project? Yes \underline{X} No _____. Explain the outcome and describe why these financing sources would or would not be applicable for this project.

The City has explored several methods of financing the improvements to the North End Regional Stormwater Facility. Revenue and general obligation bonds are not appropriate financing mechanisms for this project because the beneficiaries of the project are not limited to one particular jurisdiction and its ability to issue revenue or general obligation bonds with the assurance to its constituents that they are not simply subsidizing benefits that will accrue to other constituents and jurisdictions. Due to the large regional nature of the improvements, a Local Improvement District (LID) is also not an appropriate financing mechanism because it is not possible to develop a geographically concise "benefit area" and the development of a corresponding "benefit equation" to apply to surrounding properties to assess a proportionate benefit share toward the project improvements. Rather, the approach here is that adjacent property owners can opt to buy in to this Facility (not required like a LID) or treat and detain stormwater on their individual site.

Bellingham North End Regional Stormwater Facility

D. Private Sector Commitment

Costco Wholesale, Inc. has committed to contribute a fair share of the cost relative to the amount of the facility they use for both the construction of a new arterial street named Arctic Avenue (See attachments), a 160,000 SF Costco Store, and a 24-pump gasoline station. The private residential developer to the north has also reserved capacity for their proposed development for up to 500 new homes. PMF Investments, the developers of the 144,000 SF shopping center, which is currently in the planning stages, have also requested that stormwater capacity be reserved and have agreed to pay for stormwater facility capacity used (See attachments).

D2. Describe the proposed private development or expansion project that will be supported by the public facility project.

Costco Wholesale, Inc. has filed an application and completed a traffic study for a 160,000 square foot retail store, 24-pump gas station, 800 stall parking lot, and a residual parcel for a 3,500 SF commercial restaurant use (see letter from Costco, Attachment E).

PMF Investments filed pre-application plans on July 19, 2013 and is conducting a traffic study to construct a 144,000 SF retail shopping center immediately west of the Costco Store site (see letter from PMF Investments, Attachment F).

The Mersey LLC is proposing a multifamily development. They have reserved 15 acres of stormwater capacity for their development

D3. Explain why the private development requires the proposed public infrastructure improvements described in this application.

For example, the proposed Costco development will require stormwater detention and treatment for 21 acres. Due to the site constraints, an on-site facility would require installation of a vault or other buried system. Preliminary cost estimates for an on-site facility of this type are around \$6 million. We estimate Costco's proportional share of the regional facility to be around \$1.2 million, for a savings of \$4.8 million. This regional approach not only reduces permitting timelines and uncertainty but also reduces the cost of doing business in Bellingham.

D4. In the table below, list the number of **projected** jobs, by job type, to be retained and/or created as a direct result of the project. Express jobs as Full Time Equivalents (FTEs). 1 FTE = 40 hours per week. Do not include fringe benefits in wage data.

We estimate between <u>550 and 750</u> jobs retained or created as a result of the development associated with this facility. This estimate is based on 304,000 square feet of retail and commercial development of the Costco and PMF development proposals. This doesn't include the economic impact of constructing the road, infrastructure or residential development.

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D5. Explain how these job projections were developed. Attach supporting information such as a business plan or year-end financial statements. (Financial statements may be unaudited). *Note: The entire EDI application is considered a public record; however, financial and commercial information provided by the private business is exempt from disclosure to the extent permitted by 42.17 RCW.*

Employment data estimated above is derived from employment data from the existing Costco store on Meridian Street and Schome Village and based on an employee per square foot calculation. See also Attachement B showing development under construction and in the permitting stages.

D6. Will the project provide expanded employment opportunities to disadvantaged or unemployed workers? How will the firm work to hire people from Whatcom County?

Specific hiring details are unknown at this time.

D7. Outline construction schedule (if applicable) for the proposed private sector project.

Facility Construction Begins	5/14
Facility Construction Completed	10/1
Facility Operational	11/1

Bellingham North End Regional Stormwater Facility

(month/year)

D8. List all permits required for the private sector project and give the current status (applied for, application being prepared, permit issued, etc.)

Permit/ Environmental Review	Issuer	Status	Anticipated Completion Date	
Costco Wholesale, Inc Critical Area Permit	.: 160,000 SF Costco Stor City of Bellingham	e, 24-pump Gas Station, 3 Submitted; Pending	,500 SF Restaurant 12/31/2013	
Planned Permit	City of Bellingham	Submitted; Pending	12/31/2013	
Design Review	City of Bellingham	Submitted; Pending	12/31/2013	
Public Facilities (Arctic)	City of Bellingham	Submitted; Pending	12/31/2013	
Street Vacation Arctic)	City of Bellingham	Submitted; Pending	12/31/2013	
Stormwater Permit	City of Bellingham	Not Submitted	2/15/2014	
Building Permit	City of Bellingham	Not Submitted	2/15/2014	
<u>Mersey, LLC: Up to 50</u> Critical Area Permit Planned Permit	<u>0 new residential homes</u> City of Bellingham City of Bellingham	Not Submitted	Undetermined Undetermined	
Stormwater Permit	City of Bellingham	Not Submitted	Undetermined	
Building Permit	City of Bellingham	Not Submitted	Undetermined	
PMF Investments: 144,100 SF Commercial Retail Shopping Center Critical Area Permit City of Bellingham Not Submitted Undetermined				
Planned Permit	City of Bellingham	Not Submitted	Undetermined	
Stormwater Permit	City of Bellingham	Not Submitted	Undetermined	
Building Permit	City of Bellingham	Not Submitted	Undetermined	

Note: All permits required to complete the project must be secured within six months of an EDI loan or grant approval.

D9. What private authorizations are still needed before proceeding with the proposed private development project?

Both Costco and PMF Investments have requested that stormwater capacity be reserved for their commercial developments and Mersey LLC has a contract agreement with the City to reserve stormwater capacity for residential homes development.

D10. Explain how the private sector is financing their capital investment in this project. When will private sector financing be in place? Please list financial references that can verify financing sources and capacity for this project.

Financial contact(s):

David Rogers

Director of Real Estate Development Costco Wholesale, Inc. 999 Lake Drive Issaquah, WA 98027 (425) 427-7554 drogers@costco.com

Frank Stauff

Director of Construction & Development PMF Investments 15015 Main Street, Suite 203 Bellevue, WA 98007 (425) 746-6066 frank@pmfinvestments.com

Note: Be sure to include a contingency agreement (see sample) for each private sector.

E. Project Feasibility

E1. Summarize the results of the feasibility analysis that supports your proposed public facility investments.

The City of Bellingham contracted with a design firm, OTAK, in 2012 to complete a feasibility analysis for a Regional Combined Wetland and Detention Site. The results of the memorandum stated that there appears to be several options for locating a stormwater facility in the north end study area to serve development. The City has since purchased one of the proposed sites that best fit the project requirements. In February of 2013 the City requested qualification from design firms to provide professional services for the completion of the North End Regional Stormwater Facility. The City contracted with Reichhardt & Ebe who have refined the design and provided the verification that a facility can be built to provide detention for 49 acres of impervious. Design is underway.

E2. Identify industries that are targeted for recruitment with this project.

See response to D.2.

E3. Describe a market strategy that contains action elements with appropriate timelines. Who will be responsible for implementing the marketing strategy?

The system has capacity to serve 80 acres of developable property. At this point in time, requests have been made to consume or use 100% of the Facilities capacity. We do not anticipate a marketing program will be required.

E4. Describe the site's appropriateness by addressing (at a minimum): The site itself is located within Bellingham. Areas around the site have the following attributes:

- o Zoning Light Industrial, Commercial and Residential
- o Environmental restrictions Discontinuous wetlands.
- o Access to infrastructure
 - Water yes, City of Bellingham purveyor
 - Sewer yes City of Bellingham purveyor
 - Road The site will be served from two new arterial streets,
 "Mahogany Avenue" (east-west and currently known as Division Street) and "Arctic Avenue" (north-south and currently known as Dover). West Bakerview Road lies to the south and the City of Bellingham is currently constructing \$3.5 million of improvements to the West Bakerview Overpass of Interstate 5. Pacific Highway provides access on the west side and Northwest Drive provides access on the east side. West Bakerview Road is directly connected to Interstate 5 and the Bellingham International Airport, is a designated truck route, and a route for 3 separate WTA bus lines, including high-frequency transit service between Northwest and Eliza.

• Rail – Rail service is available to the south and east of the site.

Electricity - yes

 Distance to markets – direct access to Interstate 5, Bellingham International Airport, and two of Bellingham's largest commercial and industrial centers. Close proximity to the US/Canadian border. o Site's ability to support the anticipated development over time.

The North End Regional Stormwater Facility improvements will be able to provide treatment for up to 80 acres of developablearea. The City of Bellingham will maintain the facility, and the facility will be able to provide the treatment in perpetuity

E5. Provide an analysis of other adequately serviced land in the area and give the primary reasons for the selection of the proposed site over other existing sites.

This project supports the development of various surrounding properties currently in City. The OTAK technical memorandum evaluated multiple sites in the area. The current site was selected based upon the ability to transport stormwater to the site, support the largest and most likely developments, and minimize impacts to wellands.

E6. Describe the plan to secure the total required funding for the public facility improvements. Is it secured or not, and will it be available in the time frame established for project completion?

Project funding is secured and is available to meet the established time frame for project completion. The City has currently secured \$1,500,000 for the design and acquisition of the property. The remaining funding may be acquired by interdepartmental loans within the City. The EDI funding would allow the City of Bellingham to begin construction work in 2014, which is earlier than current funding commitments allow.

E7. For the total project, including public and private components, please describe the projected number of jobs created and/or retained, anticipated wages and how wages compare to local prevailing wages, opportunities the project may offer to the local labor force and other related issues.

See Attachments with Employment Center Statistics. The business community will be able to expand and locate in this area providing a variety of employment opportunities to a diverse labor force.

Bellingham North End Regional Stormwater Facility Funding E8. Describe specific, quantifiable measures of the outcomes, other than jobs, that will demonstrate project success. Describe how you will measure these. Explain what you expect to show as progress toward the outcome for each year before the whole outcome has been achieved.

This proposal offers the following benefits to businesses and the public:

Create efficiencies;

✓ Reduce cost; and

✓ Minimize uncertainty.

The City of Bellingham is taking this proactive approach to economic development contributing to a positive business climate for the region. The success of the Facility will be measured by the City's ability to attract business interests

Application for Funding – Certification I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO WHATCOM COUNTY FOR INVESTMENTS IN ECONOMIC DEVELOPMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. Signature of Responsible Public Official: Date Print or Type Name and Title:

Bellingham North End Regional Stormwater Facility Funding

	Engineers Cost Estimate		
Northend Stormwater Facility Total Project Costs			
Task	Description	Es	stimated Costs
1	Design	\$	500,000.00
2	Property acquisition	\$	1,000,000.00
3	Construction	\$	2,500,000.00
4	3		
5	Total Items	\$	4,000,000.00

Northwest Regional Facility "Attachment D"

Comments

Possible project no work to date.

See Map CF6, Stormwater Projects Projected 2004-2022

From 2004 FEIS, Appendix 5

still remain due to budget constraints. Projects on this list should be incorporated as funding allows.)

7. City/County Squalicum Creek stormwater utility feasibility study and revenue sharing of County flood control tax money. Cost: \$150,000. (Note: This is a proposal to create a utility to fund solutions for problems in the Squalicum Creek Corridor. Most of the watershed is within the County with no dedicated mechanism to alleviate problems such as private culvert blockages and protection of the riparian corridor.)

STORMWATER - MITIGATING MEASURES

- In order to mitigate detrimental impacts, new development and redevelopment should utilize all known and reasonable technologies (AKART) to limit its effects on stormwater and the environment.
 AKART presently includes the use of the 2001 Department of Ecology Stormwater Manual for Western Washington. Programs and regulations should be consistently administered to meet this standard.
- Low Impact Development standards and technologies should be incorporated wherever possible to aid in the reduction of stormwater impacts.
- The recommended improvements in the Watershed Master Plan and WRIA planning process should be implemented.
- Regional detention and water quality facilities should be used wherever feasible to provide economies in space.
- Regulations that govern ongoing stormwater discharge from existing developed areas should be vigorously enforced to limit pollutant loading.
- To the extent that is financially possible, existing stormwater systems should be retrofitted with Best Management Practices (BMP's) that reduce pollutant loading from the existing condition.

PART 3. FIRE PROTECTION, EMERGENCY MEDICAL, AND LAW ENFORCEMENT SERVICES

FIRE PROTECTION

CITY OF BELLINGHAM

The Bellingham Fire Department and Whatcom Medic One provide fire suppression, life safety education, code compliance, and emergency medical services (EMS) out of six fire stations and two county ambulance stations (See Map CF.7.). The Life Safety Division performs fire code plan

See Map CF7, Existing Fire Protection Facilities & Jurisdictions, City of Bellingham, UGA, and Urban Fringe, 2005

BellIngham Comprehensive Plan, Capital Facilities Chapter

CF-21

Policy ED-28 Develop or support programs that seek to provide an increased supply of workforce housing.

Bellingham's transportation network and other infrastructure is an important asset in terms of encouraging and accommodating economic development. Traditional infrastructure provided by a municipality includes roads, water, sewer, stormwater and similar facilities and systems.

- Policy ED-29 Continue to provide adequate and efficient community infrastructure such as roads, water, sewer, stormwater management and other public facilities and services.
- Policy ED-30 Coordinate City investments in utilities, transportation and other public facilities with business and employment opportunities whenever possible.
- Policy ED-31 Maintain the adopted level-of-service standards for police, fire and emergency medical services.
- Policy ED-32 Explore the use of wetland mitigation tools such as mitigation banking or inlieu-of fees that allow for more streamlined permitting and improved mitigation success.
- Policy ED-33 Explore the feasibility of adopting a regional approach to stormwater management when it can be shown to provide equal or better functions than onsite treatment.
- Policy ED-34 Encourage continued and expanded transportation options connecting Portland, Seattle, Bellingham and Vancouver, B.C.; and ferry service to the San Juan Islands, British Columbia and Alaska.
- Policy ED-35 Support the Port of Bellingham's efforts to advance the Bellingham International Airport, providing greater access to other marketplaces while also benefiting the local economy.
- Policy ED-36 Encourage and support the development of technology and telecommunications infrastructure citywide and throughout the region.

Many opportunities exist to reclaim and repurpose vacant, obsolete or contaminated land and buildings to improve community health and safety, increase environmental quality and provide economic benefits in these areas.

- Policy ED-37 Promote the efficient use/reuse of employment lands by coordinating with other levels of government to support and encourage the cleanup of contaminated soil and other environmental remediation activities.
- Policy ED-38 Identify and remove barriers to redeveloping underutilized and/or vacant land and buildings.

Attachment E



August 19, 2013

Mr. Ted Carlson, Director Bellingham Public Works 210 Lottie Street Bellingham, WA 98225

Dear Mr. Carlson.

In association with our plans to construct a new 160,000 square foot Costco Store with a 24-pump gasoline station, Costco Wholesale Corporation hereby commits to fund and construct Arctic Avenue (formerly referred to as Dover) to City of Bellingham collector arterial standards between West Bakerview Road and Mahogany Avenue (formerly referred to as Division). In addition, Costco is undertaking Due Diligence to determine the feasibility of constructing approximately 1,000 linear feet of Mahogany Avenue (formerly referred to as Division) to City of Bellingham collector arterial standards between Northwest Drive and Arctic Avenue. We plan to start construction on both Arctic Avenue and the section of Mahogany Avenue (contingent on favorable cost to construct) in Butumn 2014 in anticipation of an autumn 2015 opening for the new store.

Costco understands and appreciates that Beilingham is making concerted efforts to find and commit funding to construct the remaining 2,200 linear feet of Mahogany Avenue collector arterial between Arctic Avenue and Pacific Highway. Our hope is that Bellingham can secure grant funding and commence construction sooner rather than later as the entirety of the Mahogany arterial link is viewed as critical to the success of our store and to other development in this part of Bellingham.

We are pleased to enter into this public-private partnership with the City and look forward to working with you and your staff to develop the streets needed to serve this area of Bellingham.

Sincerely,

Director of Real Estate Development

CC: Chris Comeau

999 Lake Drive . Issaquah, WA 98027 . 425/313-8100 . www.coslco.com

Bellingham North End Regional Stormwater Facility Funding

Whatcom County EDI Application for Page 15

Attachment F



PMF INVESTMENTS

August 06, 2013

Mr. Sam Shipp City of Bellingham Public Works Department 210 Lottle Street Bellingham, WA 88226

Subject:

RE: Bellingham Relall - Request for Use of Regional Detention Facility Application Number: PRE2013-00049 Site Address: 1558 West Bakerview Road Parcel Numbers: 380211313040, 380211293038, 380211276039, 380211258084, 380211262099.

Dear Mr. Shipp,

This letter is written to formally request use of the proposed regional storm water facility, which is in the preliminary stages of design, and is proposed to be located north of the site. It is understood that the project must mset the city of Bellingham and 2012 Department of Ecology Storm Water Maintenance Manual for Western Washington requirements for flow control and that atom water system development charges must be paid prior to use of the facility.

The preliminary site plan currently shows 11.21 acros of impervious surface. A fee total will be calculated using the city's current Water, Sevier, Stormwater and Transportation Impact Fees sheet, upon submittal of construction documents to the city for review.

Based on the current site plan and associated percentage of impervious area, the detention volume calculated in the draft storm water report, prepared as part of the pre-application submittal package is 7.03 acre-feet.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

PMF Investments.

Unor

Frank Staulf Director of Construction & Development

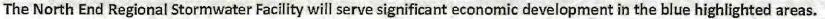
Co:

Jason Porter, Utility Engineer - Public Works Department Kathy Bell, Planner - Planning & Community Development Department

> 15015 Malo Street, Silte 203 Pellevite, WA 9007 P 475 M6 6066 F: 425 740 6555 www.pnifinvestments.com

Bellingham North End Regional Stormwater Facility Funding

Whatcom County EDI Application for Page 16







EDI Program Technical Advisory Committee (TAC) Funding Application Assessment

Applicant:	City of Bellingham
Project Title:	North End Regional Storm-water Facility
Amount Requested:	\$1,675,000 Loan, \$825,000 Grant
TAC Meeting Date:	September 13, 2013
Attendees:	TAC members Gary Jones, Jeff Kochman and Pinky Vargas; Bob
	Wilson, WCOG/NWEC staff.

Scoring: Following a discussion of the application the TAC members collectively scored it using the Northwest Economic Council EDI Technical Advisory Committee Project Scoring Sheet, which is attached herewith. The following are the scores the application received by category:

Economic Impact:	27.5 out of a maximum 33 points
Environment & Quality of Life:	7/15
Safety & Public Support:	5/9
Fiscal Considerations:	7/15
Project Readiness:	6/12
Bonus Points:	100 / 100 (Build It and Jobs Will Come)
Bonus Points:	50 / 100 (Loan/Grant Combination)
TOTAL:	202.5 / 284
	5 C

The score of 202.5 places the application in the "compelling" range, which is 170 to 284.

Comments: The TAC agreed that it would have benefitted by the presence of a representative of the City at the meeting to provide **more detail about the "private development contributions"** that will be used to repay the requested loan. Specifically, the TAC wanted to know if that refers to the \$1.2-million indicated on Page 8 as "Costco's proportional share of the regional facility"? The TAC also felt that there was not enough information in the application to answer the question of whether the City has a

HARDON DUTIES

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"demonstrated need for financing."

al strength of the

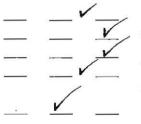
Northwest Economic Council EDI Technical Advisory Committee PROJECT SCORING SUMMARY

Applicant: City of Bellingham Project Name: North End Stormwater Date: 9/13/2013 S = Strong M = Medium W = Weak 3 pts 2 pts 1 pt S Μ w ECONOMIC IMPACT 1.5 25 Develops economic development infrastructure Retains or grows existing businesses Spurs additional private sector investment Will create new jobs Will retain existing jobs Provides above average wages Promotes community revitalization Will have significant local impact

- Will have significant regional impact
- Project will likely result in lasting benefit to the local community
- Project will'likely result in lasting benefit to the regional community

2<u>7. 5</u>/33 points

ENVIRONMENT AND QUALITY OF LIFE

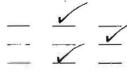


Protects and/or improves the natural environment Supports the sustainable use of environmental resources Provides significant contribution to improved health or quality of life Will contribute to public safety, public health or aesthetic improvements to community Reduces pollution - water wastewater or storm water drainage

12

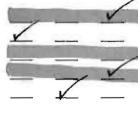
Reduces pollution – water, wastewater or storm-water drainage _____/15 points

SAFETY AND PUBLIC SUPPORT



Project improves safety Project addresses a current safety issue Project is supported in approved local plans 5_/9 points

FISCAL CONSIDERATIONS



Project budget is well thought out and reasonable Match funds in hand and sufficient Is there a demonstrated need for financing Source of loan repayment demonstrated Asking for both grant and loan 7/15 points

*			
3 pts 2 pts 1 pt 5 M W 2.5 1.5		PROJECT READINESS	
	. Detai Exter	of completion – engineering and design led schedule provided at to which permits, approvals and other authorizations are met period over which private investment will occur and jobs created	
· · ·		12 points	6
71847	Total	Number of Boxes Checked	
x3 x2.5 x2 x1.5 x1	Multi	plied by Associated Points	
21 2.5 16 6 7	Total	of Each Column	
52.5	POIN	TS SUB-TOTAL (Maximum of 84)	
Bonus Points:			
Add: !	50 poin	nts if Project is "Jobs In Hand" ts if Project is "Build It and Jobs Will Come" ts if Project is "Community Enhancement"	
Add: !	50 poin	nts if Request is Loan Only ts if Request is Loan/Grant Combination ts if Request is Grant Only	
150	BONI	JS POINTS SUB-TOTAL (Maximum of 200)	
202.5	ΤΟΤΑ	L POINTS (Maximum of 284)	
SCORING ASSESSM	ENT		
Range of Points			
284 to 170 points	=	Compelling Application – funding should be strongly considered	
169 to 125 points	=	Moderate Application - funding might be considered	
Less than 125 points	s =	Weak Application – funding should not be considered	

