

PLANNED DEVELOPMENT CONTRACT #90-21

THIS IS A PLANNED DEVELOPMENT CONTRACT, ENTERED INTO BETWEEN SISTERS OF ST. JOSEPH OF PEACE HEALTH AND HOSPITAL SERVICES, (HEREINAFTER "DEVELOPER") AND THE CITY OF BELLINGHAM (HEREINAFTER "CITY") IN CONJUNCTION WITH DEVELOPER'S APPLICATION FOR AN INSTITUTIONAL SITE PLAN AMENDMENT - HELICOPTER ZONE.

W I T N E S S E T H:

WHEREAS, the Developer is the owner of record of property at 2901 Squalicum Parkway, further described below; and

WHEREAS, the Developer desires to amend the conditions for operating a helicopter landing site to serve Bellingham, Whatcom County and the surrounding region; and

WHEREAS, the City has reviewed the application as amended, pursuant to procedures of Bellingham Municipal Code 20.40, and the specifications contained within the Institutional Master Plan for Area 7, Cornwall Park Neighborhood, and the Director of Planning and Economic Development has issued a Determination of Nonsignificant Environmental Impact under the State Environmental Policy Act (SEPA); and

WHEREAS, the City Planning and Development Commission held a public hearing on September 20, 1990 and all interested parties were given an opportunity to comment and be heard; and

WHEREAS, the City Planning and Development Commission voted unanimously to recommend approval of the Developer's application subject to certain conditions to ensure that potential negative impacts are minimized; and

WHEREAS, the City Council has conducted a public hearing to review this application and proposed contract or appeal; and

WHEREAS, this amendment will result in an increase of helicopter flights to the existing helipad, some of which may originate or be destined for hospitals or other sites outside of Whatcom County.

STJOES (1) May 7, 1991

City of Bellingham  
CITY ATTORNEY  
210 Lottie Street

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NOW THEREFORE, in recognition of the foregoing, the Developer enters into this agreement with the City and agrees to adhere to the following terms and conditions:

Section 1 -- Legal Description: The land use restrictions incorporated herein and the approved site plan, Exhibit "A" attached hereto, shall apply to subsequent development of the property described as:

Tracts 1 and 3, St. Joseph Hospital Replat; also Lot A, St. Joseph's Short Plat; also East Campus Short Plat; also Lot 21 through 32 inclusive, vacated Block 9 of Squalicum Park Plat, together with vacated Harding Drive adjacent to said Block 9; also vacated Ellis Street north of Squalicum Parkway.

More specifically, the location is an existing helipad located approximately 280 feet north of the St. Joseph Hospital building and 370 feet west of the Sisters of St. Joseph of Peace residence.

Section 2 -- Permitted Uses: Permitted uses shall be as specified in the "HZ" Heliport Zone of the St. Joseph Hospital Institutional Master Plan for Area 7, Cornwall Park Neighborhood and more specifically defined as to permit helicopter service to be based, fueled and stored at St. Joseph Hospital. Use of the helicopter service is limited to patients with medically appropriate conditions as determined by a physician or 911 Emergency Services protocol (see exhibit "D") during regular operating hours of 6:00 AM to 10:00 PM. Evening flights between 10:00 PM and 6:00 AM are limited to include only patients requiring advanced life support in a life or limb threatening situation. The service based at the hospital is limited to a BO 105 type helicopter or its equivalent. Occasional training or maintenance flights are permitted. Use of the helicopter service for commercial or recreational purposes is specifically prohibited. The helicopter service shall be in conformance with other applicable local, state and federal laws, including licensing and approval by the Federal Aviation Administration (FAA).

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Light and preventative maintenance permitted on site includes changing light bulbs, chip light inspection, electric repairs, rock chips and daily inspection of aircraft fluid levels, hoses, belts, doors and rotary blades. All other maintenance is defined as major maintenance and shall be performed off-site at the Bellingham International Airport (BIA) including oil and fluid changes, track and balance of rotor blades, major engine inspections or changes and all other major component changes including rotor blades.

Section 3 -- Density: A density standard is not applicable.

Section 4 -- Height: No height restriction is applicable.

Section 5 -- Yards: No above-ground structure shall be located within 60 feet of the center of the helipad.

Section 6 -- Signs: Only signs required by the FAA and others to insure safety are permitted.

Section 7 -- Street, Utility and Other Public Improvements: No additional improvements are required for this use. However, in order to minimize noise to adjacent areas which are designated residential, to reduce the distractive influence of the helicopter on traffic on adjacent arterials, and to minimize potential hazards of crossing those arterials, the helipad shall be located in an area set back at least 60 feet from any arterial and not visible to traffic on such arterial and on a location where it would not be required that the patient be transported across any arterial to get from the helipad to the hospital.

Section 8 -- Parking: No parking requirements are applicable.

Section 9 -- Landscaping: An enclosed fence has been built more than 60 feet from the center of the helipad as a safety barrier.

Section 10 -- Storm Water Detention: No storm water detention improvements are required with this contract amendment.

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Section 11 -- Fire Suppression: Fire suppression equipment shall be provided to the satisfaction of the Fire Marshal. The temporary fueling system shall conform to the Uniform Fire Code, subject to the approval of the Fire Marshal with any required fire suppression improvements.

Section 12 -- Special Conditions:

- A. All helicopters shall approach and depart the helipad from a northerly or westerly direction as indicated on the plans submitted by St. Joseph and submitted to the FAA as part of the Proposed Landing Area Notification as shown on Exhibit "B". When inclement weather makes it unapproachable to land at the hospital landings shall be directed to Bellingham International Airport. St. Joseph shall be responsible for notifying all pilots and the local FAA control tower that approaches and departures must be made from the north or the west and that flying over residential areas at low altitudes is prohibited. The flight path areas specified in Exhibit B shall be used except when directed otherwise by the BLI control tower or under compelling circumstances for safety or under extraordinary need for critical patient care.
- B. An anticipated helicopter landing at the helipad shall be coordinated with a 911 Communication Center.
- C. Developer shall establish a clearly defined disciplinary process, as shown in Exhibit "C", for managing the pilots' performance in conforming with approved flight paths. Said policy shall provide for referral of residents concerns and response by Developer to the resident's concern, an increasing level of disciplinary action by Developer if a pilot continues to violate the approved flight paths and, if deemed necessary by Developer, dismissal of the offending pilot as documented in Exhibit "E".
- D. Developer shall maintain an up-to-date helicopter use file which includes a specific report on each flight and on every patient transported directly to or from St. Joseph by helicopter. Each report shall include such pertinent information as the patient's condition at the time of transport, the date and time of the flight, the origin and

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destination of the flight, the name of the person responsible for authorizing the flight in that instance, and other information as may be required by the oversight committee described below. The patient's name and address shall not be included in the report.

- E. The City shall establish an Oversight Committee (hereinafter "Committee") of seven (7) members appointed by the Mayor composed of three (3) non-hospital related community representatives of which at least one (1) is a resident of the Cornwall Neighborhood, and four (4) representatives of City officials with an interest and/or expertise in public safety and retired medical professionals. The Oversight Committee shall have access on 24 hours notice to the helicopter use file for audit purposes on a unscheduled basis to insure compliance with the special conditions contained in Section 12 herein. In addition, the City shall convene the Oversight Committee on a quarterly basis so that said committee can review the helicopter use file and prepare a finding of conformance to the conditions in Section 12 to the Mayor. Developer shall be notified of the Committee meeting schedule and shall be given the opportunity to attend and present necessary information regarding contract compliance.

Section 13 -- Enforcement: Questions regarding the Developer's adherence to the conditions in Section 12 above shall be reviewed first by the Oversight Committee who shall convene within ten (10) days of a request to meet. The Developer shall be duly notified in advance of the Committee meeting and shall be provided the opportunity to attend and present any information regarding contract compliance. Upon completing their deliberations, the Oversight Committee shall document testimony received and report their findings to the Mayor within three (3) days. If the Committee presents a finding of nonconformance, then the Mayor, through the City Attorney's Office, shall immediately instruct the Developer of the corrective action that must be taken and the Developer shall comply within seven (7) days or as soon as reasonably possible.

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Regarding all other conditions of this contract, the Mayor or his designee shall instruct the Developer of any violations of this agreement and instruct the Developer of reasonable corrective actions as defined by existing codes that must be taken. The Developer shall take corrective action immediately. Failure to make the necessary corrective action by the Developer in a reasonable period of time is grounds for imposition of a civil penalty of up to \$500 and/or revocation of some or all of the privileges granted through this agreement by the Mayor through the City Attorney's Office.

Section 14 -- Building Permit Requirements: Prior to the issuance of a Building Permit, plans in conformance with the restrictions of this agreement and Exhibit "A" attached hereto, as well as any other applicable City Code, shall be submitted and approved.

Section 15 -- Amendment: This agreement shall become effective immediately upon signature. Modifications to this agreement or any exhibits shall be reviewed and considered in the same manner as a request for plan approval, provided that no change shall become final until approval by the City Council.

Section 16 -- One Year Review: The operation of the helicopter service permitted herein shall be reviewed by the City Council one year after the effective date of this agreement to determine (a) compliance with conditions and (b) whether any additional conditions or limitations are necessary to protect the public health, safety and welfare as a result of impacts caused by the operation.

Section 17 -- Subsequent Changes in Land Use Ordinance: References to Bellingham Municipal Code Chapter 20 are intended to adopt sections of this ordinance as of the date of the agreement and as subsequently amended.

Section 18 -- Requirements Binding on Successors: The covenants, agreements, restrictions and requirements contained herein shall run with the land and be binding upon all subsequent owners, successors and assigns of Developer.

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City of Bellingham  
CITY ATTORNEY  
210 Lottie Street  
Bellingham, Washington 98225

APPROVED this 29<sup>th</sup> day of May, 1991, for the Developer, SISTERS OF ST. JOSEPH OF PEACE HEALTH AND HOSPITAL SERVICES:

Sister Catherine McInnes  
Sister Catherine McInnes, Administrator

\_\_\_\_\_  
Name/Title

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF WASHINGTON )

I CERTIFY that I know or have satisfactory evidence that Sr. Catherine McInnes signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Vice President/Administrator of SISTERS OF ST. JOSEPH OF PEACE HEALTH AND HOSPITAL SERVICE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

May 29, 1991  
DATE

Anna Swierkowski  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
TITLE  
May 18, 1996  
DATE APPOINTMENT EXPIRES

APPROVED this 31<sup>st</sup> day of May, 1991, for the CITY OF BELLINGHAM:

Tim Douglas  
Tim Douglas, Mayor

ATTEST: Juanne Casarotto  
Finance Director

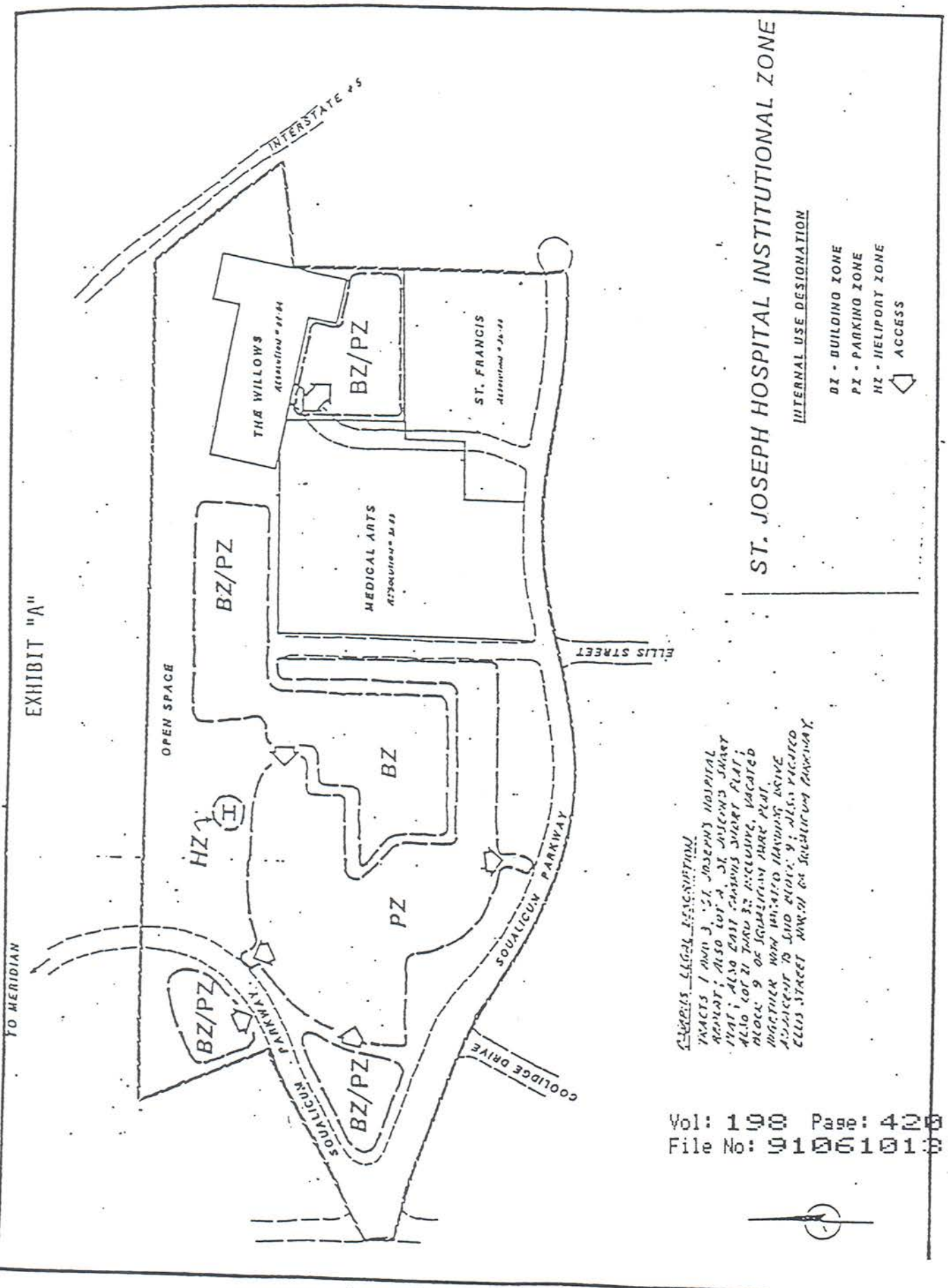
APPROVED AS TO FORM:  
[Signature]  
Office of the City Attorney

DEPARTMENTAL APPROVAL:  
[Signature]  
Department of Planning & Economic Development

[Signature]  
Department of Public Works

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EXHIBIT "A"



ST. JOSEPH HOSPITAL INSTITUTIONAL ZONE

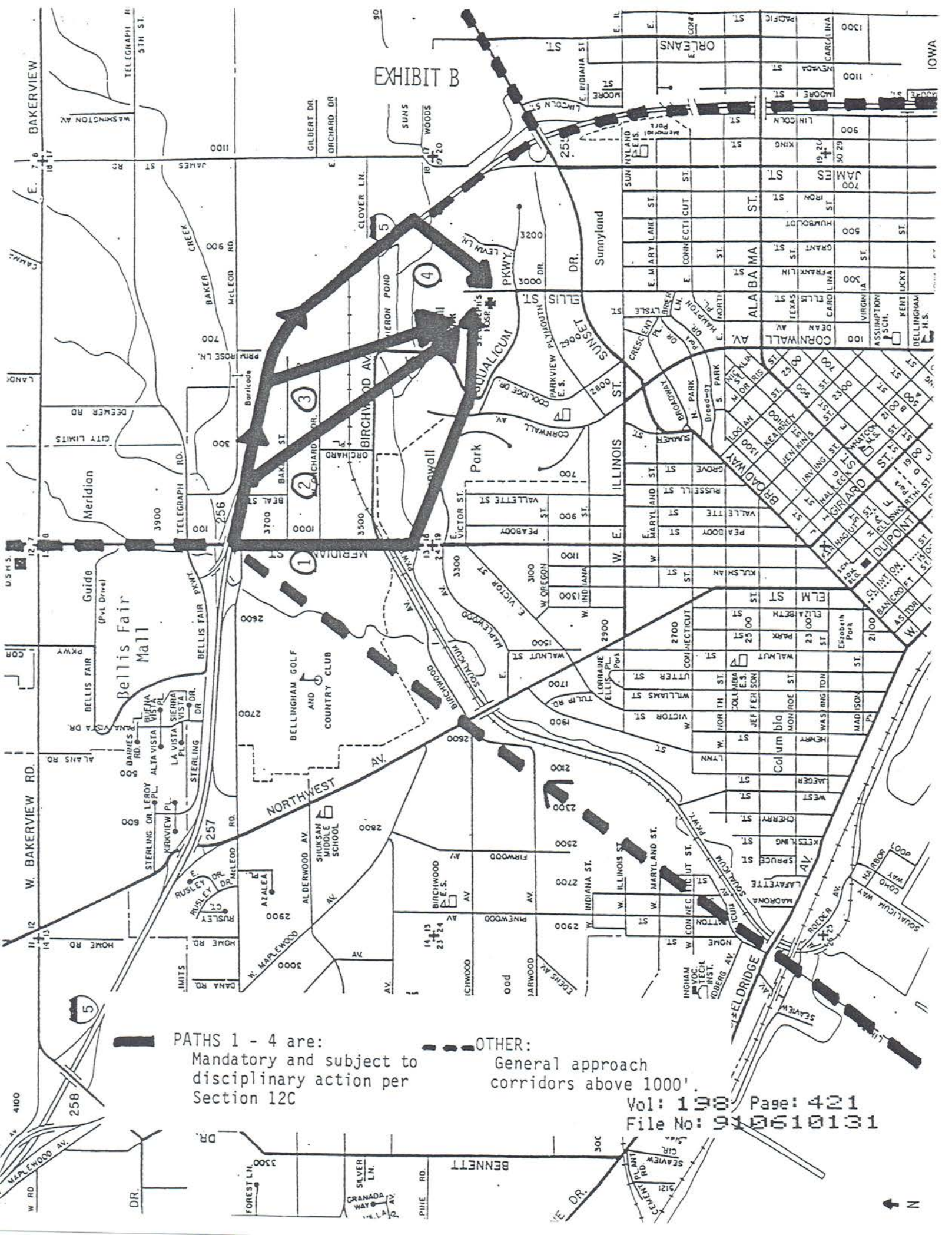
*CLERKS LEGAL REVISIONS*  
 TRACTS 1 AND 3, ST. JOSEPH HOSPITAL  
 ACQUISITION; ALSO LOT A, ST. JOSEPH'S SHORT  
 TRACT; ALSO EAST CHURCH SHORT TRACT;  
 ALSO LOT 21 TRACT 32 RECEIVING, VACATED  
 BLOCK 9 OF SQUADRON TRACT PLAT,  
 WHICHER NOW IDENTIFIED BLANKING ABOVE  
 ACCESS TO END BLOCK 9; ALSO VACATED  
 ELLIS STREET NORTH OF SQUADRON PARKWAY

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# EXHIBIT B



**PATHS 1 - 4 are:**  
Mandatory and subject to disciplinary action per Section 12C

**OTHER:**  
General approach corridors above 1000'

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# EXHIBIT C

## Policy

### Metro Aviation, Inc.

Description: Disciplinary Action for deviations off noise abatement routes at St. Joseph Hospital for Metro Aviation pilots.

Purpose: To provide an apparatus for investigating and disciplining (if necessary) Metro pilots who deviate from published noise abatement routes at St. Joseph Hospital Heliport. Metro will investigate all deviations from published noise abatement routes regardless of the circumstances.

#### Procedure:

1. Pilots will be required to initiate a Metro Aviation incident report for any noise abatement route deviation, to include information on weather, aircraft performance, special flight requirements, and restrictions to flight.
2. Incident report will be faxed to Shreveport for review by Metro Aviation's Director of Operations, Chief Pilot, and Safety Officer.
3. A tele-conference between the pilot and the above mentioned Metro officers will be conducted within 3 days to obtain further information regarding the incident.
4. Within 3 days after the tele-conference a determination as to whether the deviation was the willful disregard for approved routes or a deviation for safety reasons beyond the control of the pilot.
5. If the route deviation is determined to be an act of willful disregard, the pilot in question will be reprimanded and given recurrent training on noise abatement procedures.
  - a. A second willful deviation by any one pilot will receive a written reprimand placed in his/her permanent personnel file in Shreveport, along with recurrent training on noise abatement procedures.
  - b. A third willful deviation by any one pilot will receive a suspension from flight status for a period to be determined, along with recurrent training on noise abatement procedures.

Policy  
Metro Aviation, Inc.

6. If Metro's officers determine that the deviation occurred as the result of circumstances beyond the control of the pilot and deemed necessary to safely control the aircraft, (i.e. avoiding unusual and unsafe flight attitude as a result of unforecast weather phenomena) then the incident will be recorded as such and not count against the pilot. However, an investigation will be conducted by Bellingham based flight crew members to explore methods to prevent a reoccurrence of this type deviation.
7. A written report of each of the above actions will be supplied to St. Joseph Hospital within 10 days of the incident.

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LETTER OF UNDERSTANDING  
HELIPAD USAGE AT ST. JOSEPH HOSPITAL  
BELLINGHAM, WASHINGTON

By contract with the City of Bellingham all helicopters landing at the helipad at St. Joseph Hospital Main Campus must adhere to the approved flight paths as described below and depicted in the aerial and final approach map attached.

Overfly the City of Bellingham at 1,000 feet Above Ground Level (AGL) or greater.

Approaches from the South: Fly in over the bay, cross the shoreline west of the Marina. Maintain north heading direct to Interstate 5. Maintain 1,000 AGL to Bellis Fair Mall. Commence final approach to the helipad using one of the four Final Approach Paths. Access to Bellis Fair Mall may also be above Interstate 5 if an altitude of 1,000 feet AGL or greater is maintained.

Approaches from the West or North: Maintain 1,000 feet AGL or greater. Fly direct to Bellis Fair Mall. Commence final approach to the helipad using one of the four Final Approach Paths.

Reverse above procedures for departure.

If winds or other weather factors prevent use of these flight paths, the aircraft will divert to Bellingham International Airport.

Signed:     Dell Cell      
Title:     Associate Director / Architect Dept      
Date:     3/28/91

EXHIBIT D

S.O.P. No. 10.3.1

TO: ALL PERSONNEL

SUBJECT: EMERGENCY HELICOPTER UTILIZATION

I. POLICY

Based upon pre-determined time/distance and severity of incident criteria, certain fire districts within Whatcom County have been selected as areas which might benefit from the rapid transport of emergency patients by helicopter.

1. Pre-determined response areas (based on >20 minute response)
  - A. Mt. Baker Highway east of Kendall (Dist. 14 & 19)
  - B. Sumas area (Dist. 14)
  - C. South Lake Whatcom (Dist. 18)
  - D. South of Acme (Dist. 16)
  - E. Point Roberts (Dist. 5)
  - F. Lummi Island (Dist. 11)
  - G. Eliza Island
  - H. Remote access areas, i.e., logging roads, beaches
2. Incident criteria
  - A. Environmental
    - 1) Entrapment
    - 2) Severe hypo/hyperthermia
    - 3) Multiple patients
    - 4) Disaster situation
  - B. Trauma
    - 1) Possible multisystem trauma
    - 2) Uncontrolled bleeding
    - 3) Unconscious patient
    - 4) Severe burns
    - 5) Amputation - proximal to ankle or wrist
  - C. Medical
    - 1) Acute chest pain in patient over 40 years
    - 2) Acute respiratory distress
    - 3) Unconscious
    - 4) Shock
    - 5) Imminent childbirth

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