

LUMMI INDIAN BUSINESS COUNCIL

**2025 TITLE VI ANNUAL UPDATE AND
ACCOMPLISHMENTS REPORT**

Reporting Period:

January 2025 to December 2025

Section A – Cover Sheet/Table of Content

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**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination
Assurances**

DOT Order No. 1050.2A

The (***Lummi Indian Business Council***) (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Washington State Department of Transportation (WSDOT), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Washington State Department of Transportation.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Lummi Indian Business Council, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, [**Lummi Indian Business Council**] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the [**Lummi Indian Business Council**] access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the [**Lummi Indian Business Council**]. You must keep records, reports, and submit the material for review upon request to [**Lummi Indian Business Council**], or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[**Lummi Indian Business Council**] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration. This ASSURANCE is binding on Washington State Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

T. Adams
 (Name of Recipient)

by [Signature]
 (Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **(Title of Recipient)** will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Washington State Department of Transportation, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **(Title of Recipient)** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **(Title of Recipient)** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **(Title of Recipient)**, its successors and assigns.

The **(Title of Recipient)**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **(Title of Recipient)** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **(Title of Recipient)** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **(Title of Recipient)** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **(Title of Recipient)** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **(Title of Recipient)** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **(Title of Recipient)** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **(Title of Recipient)** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **(Title of Recipient)** will there upon revert to and vest in and become the absolute property of **(Title of Recipient)** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Letter of Intent to Comply with WSDOT Title VI Plan

In lieu of adopting a Title VI Plan, the Lummi Indian Business Council agrees to comply with the WSDOT Title VI Plan.

The Lummi Indian Business Council assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Lummi Indian Business Council further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the Lummi Indian Business Council distributes federal aid funds to a sub-recipient, the Lummi Indian Business Council of will include Title VI language in all written agreements and will monitor for compliance.

The Lummi Indian Business Council is responsible for initiating and monitoring Title VI activities, collecting data, preparing reports (including Appendix 28.93) and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation, WSDOT Title VI Plan, and the WSDOT Local Area Guidelines manual.



Signature

Anthony Hillaire - Tribal Chairman

Title

Tim Ellis

Name and Title of Public Works/Transportation Manager

Tim Ellis

Name and Title of Title VI Coordinator

Date Executed

time@lummi-nsn.gov

Email Address

time@lummi-nsn.gov

Email Address

Required Attachment: signed, unaltered USDOT1050.2a, Standard Title VI Assurances



TITLE VI ACCOMPLISHMENTS & GOALS REPORT - WSDOT

This outline is for LPA and other governmental entities to report Title VI activities that occurred over the past year and report Title VI goals for the upcoming year. Reports must be returned on or before due date to meet eligibility requirements for federal funding. Send to TitleVI@WSDOT.wa.gov

DUE DATES: Refer to Section 28.3 for scheduled reporting period and due date

Contact Information

Name and title of administrator (signature on Standard Assurances): **Anthony Hillaire, Tribal Chairman**

Mailing Address: **2665 Kwina Road**

City: **Bellingham** WA Zip Code: **98226** County: **Whatcom**

Phone #: **360.312.2142** email address: **anthonyh@lummi-nsn.gov**

Name and title of head of transportation-related services: **Tim Ellis, Public Works Director**

Mailing Address: **2665 Kwina Road**

City: **Bellingham** WA Zip Code: **98226** County: **Whatcom**

Phone #: **360.312.2334** email address: **time@lummi-nsn.gov**

Name and title of designated Title VI coordinator*: **Tim Ellis, Public Works Director**

Mailing Address: **2665 Kwina Road**

City: **Bellingham** WA Zip Code: **98226** County: **Whatcom**

Phone #: **360.312.2334** email address: **time@lummi-nsn.gov**

*When the Title VI coordinator changes, notify TitleVI@WSDOT.wa.gov within 30 days.

To comply with Title VI requirements, each annual report submission must include signed Standard Assurances (USDOT1050.2A).

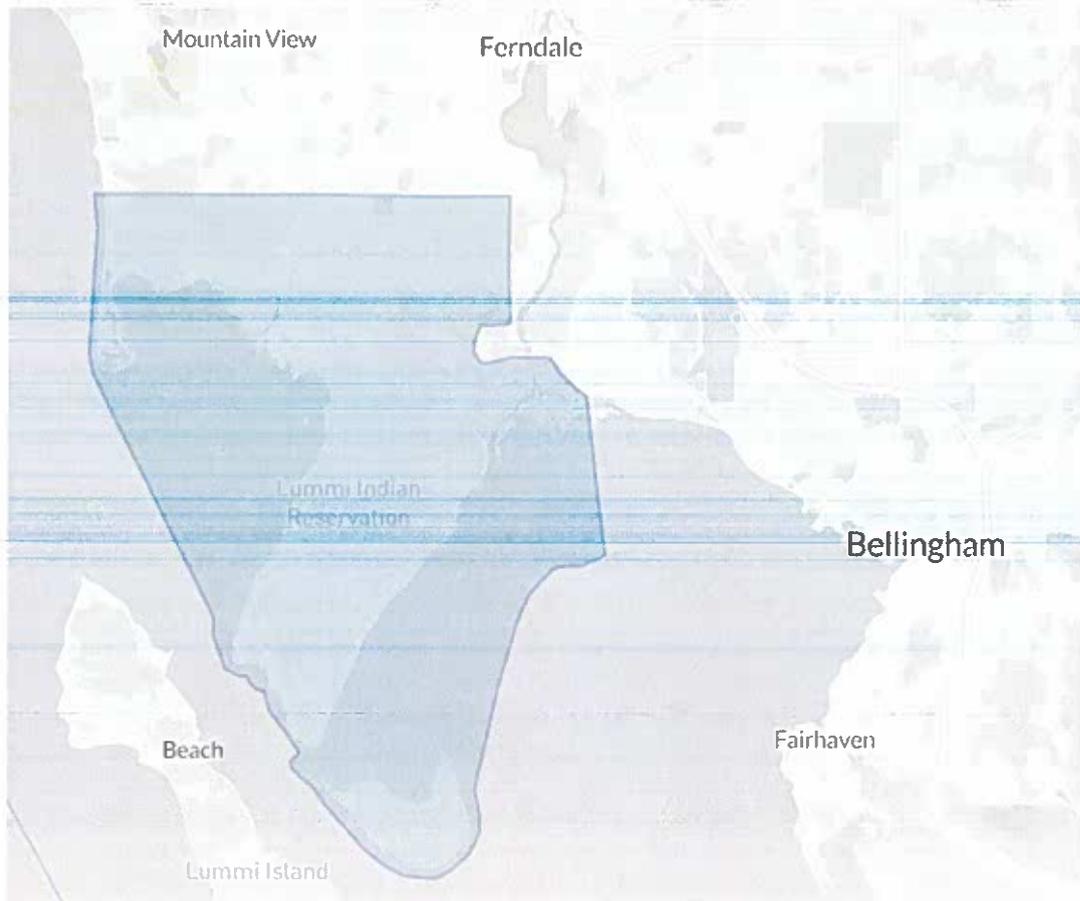
Accomplishments

1. Have there been any changes to the approved Title VI Plan that have not been reported to OECR?
No changes
2. Organization, Staffing, Structure: Describe the Title VI Program reporting structure including the Title VI Coordinator, Administrative Head, and transportation-related staff. The list should include name, race, color, and national origin of each individual. Include the same details if your LPA has a volunteer or appointed board related to transportation decision making.

Title:	Name:	Ethnicity:
Chairman	Anthony Hillaire	Native American
Public Works Director & Title VI Coordinator	Tim Ellis	White/Caucasian
Public Works Deputy Director	Diane Bern	White/Caucasian

- 3. Community Demographics: Using a map of the LPA’s boundaries, describe the demographics of the LPA’s service area (e.g., race, ethnicity, and national origin). List, by individual languages, the percentage of the population who is Limited English proficient. If the LPA’s Limited English proficient population is 5% of the total population or 1,000 individuals, whichever is less, explain the Four-Factor Analysis by answering the statements listed on the next page.

Census data acquired from: [Lummi Reservation - Profile data - Census Reporter](#)



Population:

Lummi Reservation

American Indian Area/Alaska Native Area (Reservation or Statistical Entity Only) in: [United States](#)

4,917

Population

20.9 square miles

235.5 people per square mile

Census data: ACS 2023 5-year unless noted

Age Demographics:

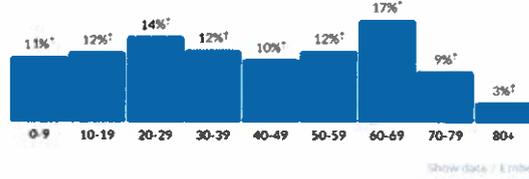
Age

41.2

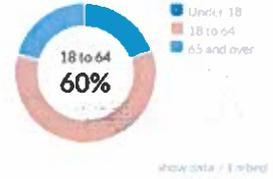
Median age

a little higher than the figure in United States: 38.7

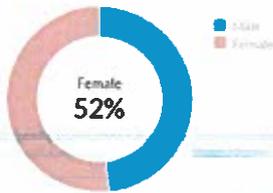
Population by age range



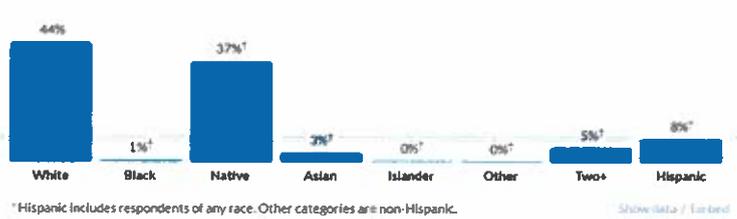
Population by age category



Sex



Race & Ethnicity



Income - Poverty Economics:

Income

\$36,120

Per capita income

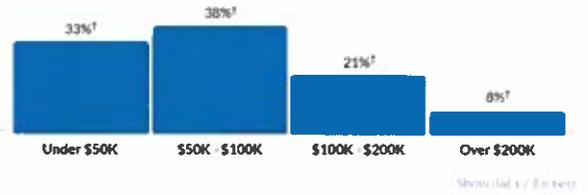
about 80 percent of the amount in United States: \$43,289

\$68,808

Median household income

about 90 percent of the amount in United States: \$78,538

Household income



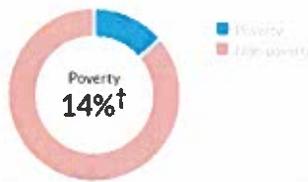
Poverty

14.5%

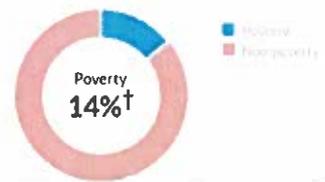
Persons below poverty line

about 20 percent higher than the rate in United States: 12.4%

Children (Under 18)



Seniors (65 and over)



Families – Households – Marital Status:

Households

1,839

Number of households

United States: 127,482,864

2.6

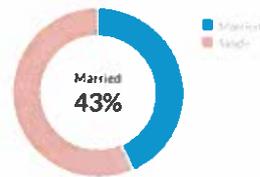
Persons per household

about the same as the figure in United States: 2.5

Population by household type

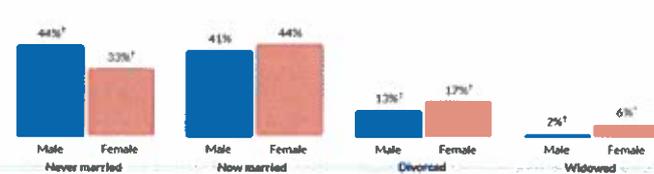


Marital status



* Universe: Population 15 years and over

Marital status, by sex



Housing:

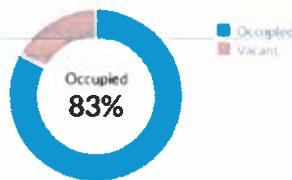
Units & Occupancy

2,221

Number of housing units

United States: 142,332,980

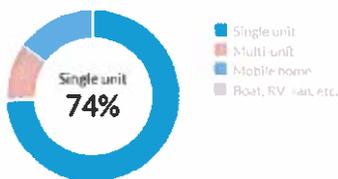
Occupied vs. Vacant



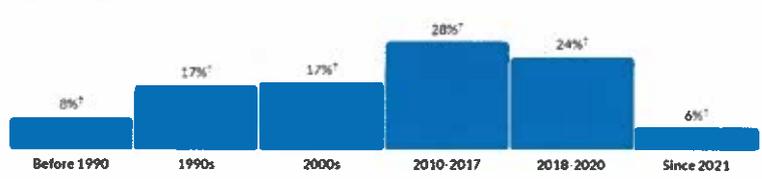
Ownership of occupied units



Types of structure



Year moved in, by percentage of population



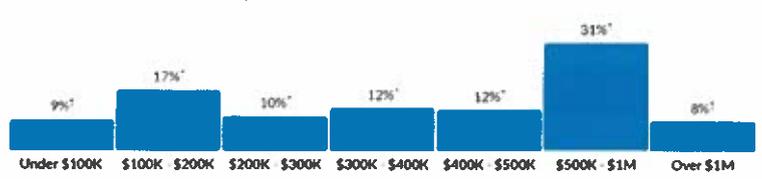
Value

\$418,900

Median value of owner-occupied housing units

about 1.4 times the amount in United States: \$303,700

Value of owner-occupied housing units



1. Briefly describe the number of LEP persons served and languages spoken in the service area.

Language

N/A

Persons with language other than English spoken at home

Language at home, children 5-17

No data available

Language at home, adults 18+

No data available

2. Briefly describe the frequency of contact with LEP persons for services or projects (e.g., customer service interactions, public meetings, and contracts bidding and awarding).

There are no documented contact or interaction with persons with Limited English Proficiencies.

3. Briefly describe the importance of the program, activity, or service to the lives of LEP persons.

There are no documented contact or interaction with persons with Limited English Proficiencies.

4. Briefly describe current resources available for LEP persons and overall cost.

LIBC does not have any resources to accommodate for LEP persons

4. Complaints: Provide a copy of the LPA’s Title VI complaint log, including new Title VI complaints received during this reporting period and any still pending. Include the basis of the complaint (race, color, national origin) and describe the disposition (status/outcome).

See Section F of the report for the Complaint Log. There were no Title VI complaints were received during reporting period

5. Planning: Describe the transportation planning activities performed this reporting period. Describe the actions taken to promote Title VI compliance regarding transportation planning, including monitoring and review processes, community involvement, their outcome or status. Include examples of community outreach.

There were no transportation activities during this reporting period

6. Right-of-way actions: Describe activities during this reporting period associated with the purchase, sale, lease/use, or transfer of real property (related to highway transportation/public right-of-way use). Include demographic information of affected populations. For example, the race, color, national origin of affected property/business owner(s)/tenant(s).

There were no Right-of-Way actions during this reporting period

7. Identify right-of-way appraisers and acquisition staff (used during this reporting period) by race, color, national origin.

There were no Right-of-Way actions during this reporting period

8. Studies and Plans: Were any transportation studies (including environmental reviews) conducted or transportation plans completed during this reporting period? Identify the data source(s) and provide data summary (Title VI/Environmental Justice Analysis) relative to ethnicity, race, languages spoken, neighborhoods, income levels, physical environments, and/or travel habits. Explain how data was used in these studies/reviews/plans.

There were no transportation studies performed during this reporting period

9. Project Location and Design: Provide a list of construction projects that began during this reporting period. Using a map of the LPAs service area, identify project locations, and a brief description of the projects' benefits/burdens to affected populations. If possible, provide a map that overlays projects with the racial composition of affected neighborhoods.

No map is provided. The Lummi Indian Reservation is considered poverty level population.

Project ID: B6

Lummi Shore Pedestrian path Kwina to Haxton Way: Complete

This project provides for the construction of a pathway from Haxton Way to Kwina Road, along Lummi Shore Drive as a continuation of the pathway on Lummi Shore from Kwina to Scott Road.

Project ID: P1010726

Chief Martin Road Sidewalks: Design

This project will provide for the construction of pedestrian improvements along the Turkey Shoot Development lot.

Project ID: B2

Chief Martin Road and Utilities – Phase 1 Design

This project has been in design since 2024. The project includes new roadway, curb\gutter and sidewalk, utilities and street lighting.

Project ID: P1010709

Ferry Replacement Study: Gooseberry Point/Fisherman's Cove Marine Design

Whatcom County led project, includes staff time for review and coordination only. Study to improve Village development roads, queuing lanes, ferry dock and parking lots at Ferry Terminal and Cove Store, as well as analysis of Bridge feasibility.

Project ID: P1010716

Lummi Shore Road/Lummi View Road Repairs/Revamp/Improvements Design

Localized areas of rock displacement in Section 14 and Section 103. Initial scoping, funding development, design alternatives and grant submission.

Project ID: B8

Portage Bay Access Design

Reconstruction downhill stretch of westbound Lummi View Drive and access to Portage Bay.

Project ID: P1010722

Slater Road Bridge and Elevation Project

Planning/Design

Replacement of the Nooksack Bridge and flood proof approximately 4700 LF of Slater Road in rural Whatcom County by raising the roadbed by 12-feet above its current elevation.

Project ID: B11

Slater and Ferndale Roundabout Design

Design

Safety Improvements for roundabout design at the intersection of Slater Road and Ferndale Road. Improvements will include illumination and Right-of-Way Acquisition.

Project ID: P1010715

Smokehouse Road Pedestrian Safety Improvements

Planning

Construction of a gravel pathway along the south side of Smokehouse Road 10-feet x 1 mile long. Project includes an open ditch separation between the roadway edge of pavement and pathway

Project ID: P1010702

Maintenance

On-going

Includes pedestrian/bike facilities, narrow lanes/no shoulder, unmarked curves, clear vision at intersections, speeding, skewed intersection and hidden stop signs, safe waiting areas at bus stops, lack of intersection warning, jersey barrier installation, guardrail condition and replacement, target arrow placement, roundabout splitter islands, driveway paving, EV charging stations and propane tanks.

Project ID: P1010705

Transit

On-going

Operations assistance, facilities maintenance including shelters, pullouts, signage, computer programs for passengers.

Project ID: LIBC-2

Transit Bus Barn

Design

The new facility will be located on a 2-acre parcel that will encompass a 30,000 SF asphalt parking lot, new 4,800 SF building with 2 bus maintenance bays, storage for equipment, offices and restrooms.

Project ID: SS1

Demonstration Projects

Design

Demonstration activities from FHWA SS4A Grant

10. Other Public Meetings: List other public meetings held during this reporting period. Identify efforts used to encourage citizen participation at those meetings. Detail dates, times, locations, attendance, and provide examples of outreach materials.

There were no transportation public meetings during this reporting period.

1. Identify members of the LPA's transportation planning and/or advisory groups by race, color, and national origin

N/A

2. Specify methods used to collect demographic information from the transportation-related public meetings. (Self-identification surveys, notes by staff, etc.) Include summaries of Public Involvement Forms collected at each meeting, listing the demographics of those who attended by meeting.

N/A

3. List any language assistance services requested. For which languages? Who provided the service? In addition, list vital documents translated during the reporting period and identify the languages.

N/A

11. Transportation-related Construction and Consultant Contracts (if applicable): Briefly describe the process used to advertise and award construction contracts during this reporting period. Include the process for negotiating contracts (e.g., consultants).

Consultant and Construction contracts follow the Lummi Indian Business Council Procurement Policy.

The advertising of the projects depends on the funding source. If funded by WSDOT or FHWA funds, the projects are advertised on the Builders Exchange website and the local newspaper. There is a message board on Kwina that is also used to advertise for local contractors and consultants. The timeline for advertising is also dependent the funding type. Most are a minimum of 3-weeks advertisement and 2 postings in the local newspaper.

Consultant selection, once the advertisement period is over, there isa group of internal staff that review the proposals and score the proposals based on the criteria outlined in the advertisement. Depending on the range of scoring between the top two or three consultants, an interview will be had to help determine the top scoring consultant.

When the top scoring consultant has been determined, then negotiations take place on tasks and associated fees for each task. Once the fees are settled and agreed upon by both parties, The Tribal Council has the final say on the award of the Consultant Agreement. Once the awarded contract, then the agreements are signed and work begins.

12. Describe the actions taken to promote construction contractor/consultant compliance with Title VI by construction contractors/consultants, including monitoring and review processes, and their outcomes/status (e.g. what Title VI language was included in contracts and agreements; were contractors and consultants reviewed to ensure compliance; what Title VI responsibilities are explained to contractors and consultants?)

In addition to advertising in the local legal publication that notifies the DMWBE firm of a contracting opportunity, the Lummi Indian Business Council:

- **Utilities a Small Works Roster, which is open to all individual contracting firms that have; 1) A contractor's license in the State of Washington and 2) An LIBC Business License.**
- **Utilize the Daily Journal of Commerce that notifies the business community, at large of all contracting opportunities.**
- **Utilize the Washington Builders Exchange that notifies the Contractors and Subcontractors of all contracting opportunities.**
- **Utilize a Request for Proposals (RFP) process for all on-call consultants. Each RFP received is reviewed and ranked based on expertise, skills and abilities to perform specific needs as determined by the LIBC's project needs.**

The Lummi Indian Business Council does not currently include the Title VI Non-Discrimination statement in all contracts. Although, the Lummi Indian Business Council does include the following statement in each Invitation to Bid:

Title VI – Language on Civil Rights Act of 1964

The Lummi Indian Business Council in accordance to Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42, USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Par 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

- List construction, right-of-way, and consultant contracts with your LPA/MPO/entity for this report period with dollar value of each. Identify funding sources (federal, state, local, other), and how many were awarded to certified disadvantaged contractors (as a prime contractor/consultant).

Project ID: B6 (\$4,600,000.00)

Lummi Shore Pedestrian Path Kwina to Haxton Way:	Federal Funds
Consultant: Land Development Engineering and Surveying	Disadvantage

Project ID: B11 (\$948,000.00)

Slater and Ferndale Roundabout Design	Federal Funds
Consultant: TBD	

Project ID: P1010726 (\$ _____)

Chief Martin Road Sidewalks:	Local Funds
Consultant: Wilson Engineering	

Project ID: B2 (\$ _____)

Chief Martin Road and Utilities – Phase 1	Local Funds
Consultant: Wilson Engineering	

Project ID: LIBC-2 (\$2,735,000.00)

Transit Bus Barn	Federal Funds
Consultant: Land Development Engineering and Surveying	Disadvantage

Project ID: SS1 (\$2,000,000.00)

Demonstration Projects	Federal Funds
Consultant: TBD	

14. Education & Training: Describe actions taken to promote Title VI compliance through education and trainings, including monitoring and review processes, and their outcomes/status.

1. List Title VI training/webinars your Title VI Coordinator attended this reporting period. Include dates and entity that conducted the training.

The Title VI Coordinator did not attend any training during this reporting period.

2. When was Title VI internal training provided to staff? Who conducted the training? What was the subject of the training? Provide the job titles and race/color/national origin of attendees.

There was no internal training provided to staff during this reporting period.

3. List other civil rights training conducted locally. Provide dates and a list of participants by job title and Title VI role, if applicable.

There were no civil rights training conducted during this reporting period.

15. Title VI Goals for Upcoming Year

What area(s) of Title VI does your agency plan to focus on in the upcoming year? Describe by particular program area what your agency hopes to accomplish. Include any significant problem areas to focus on and plans to address those.

Goals established for reporting year 2026

- 1. Develop a public involvement and outreach policy and procedure**
- 2. Develop procedures for collecting demographic information.**
- 3. Develop a Limited English Plan, to include a policy and procedure**
- 4. Research and attend Title VI training for both the Title VI Coordinator and Public Works and Planning staff that are involved in transportation projects.**



Title VI Complaint Form – Lummi Indian Business Council

Today's Date: ___-___-___

Please complete this form to the best of your ability. If you need translation or other assistance, please contact 360.312.2142.

Name: _____

Address: _____ City: _____ Zip Code: _____

Phone #: Home: _____ Work: _____ Mobile: _____

What is the best time to contact you regarding this complaint? _____ (AM) (PM)

Email address: _____

Basis of complaint (Circle all that apply):

<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin (Includes language access)
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Date of alleged incident: _____

Who discriminated against you?

Name: _____

Name of Organization: _____

Address: _____ City: _____ Zip Code: _____

Phone #: _____

Explain what happened, why you believe it happened, and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently than you. If you have any other information about what happened. Please attach supporting documentation to the form. (Attach additional pages if more space is needed.)

Section F – Title VI Complaint Form

What remedy are you seeking for the alleged discrimination? Please note that this process will not result in the payment of punitive damages or financial compensation.

List any other persons that we should contact for additional information in support of your complaint. Please list their names, phone numbers, address and email address below.

Name: _____

Address: _____ City: _____ Zip Code: _____

Phone #: _____

Email address: _____

Name: _____

Address: _____ City: _____ Zip Code: _____

Phone #: _____

Email address: _____

Name: _____

Address: _____ City: _____ Zip Code: _____

Phone #: _____

Email address: _____

Have you filed your complaint, grievance, or lawsuit with any other agency or court?

Who: _____ When: _____

Status: (Pending, resolved, etc.) _____ Results, if known: _____

Complaint number, if known: _____

Do you have an attorney in this matter? _____

Name (print): _____

Address: _____ City: _____ Zip Code: _____

Phone #: _____

Signature: _____ Date: _____



Title VI Complaint Procedure – Lummi Indian Business Council

These procedures apply to all complaints filed under Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 or under any related statutes and regulations relating to any program or activity administered by the Lummi Indian Business Council or its sub-recipients, consultants, and/or contractors. The Lummi Indian Business Council is responsible for ensuring that all Title VI discrimination complaints occurring within the Federal-aid transportation program are investigated. If a complaint is against the Lummi Indian Business Council, the Washington Department of Transportation (WSDOT) Office of Equal Opportunity (EOE) will investigate the complaint.

Intimidation or retaliation of any kind is prohibited by law.

INSTRUCTIONS TO CLAIMANTS:

1. Please submit your complaint within 180-days of the alleged occurrence or from when the alleged discrimination became known to you.
2. Please use the Lummi Indian Business Council Title VI Complaint Form and submit to:
Lummi Indian Business Council
ATTN: Title VI Coordinator
2665 Kwina Road
Bellingham, WA 98226

Processing of Complaints:

1. Upon receipt of the complaint, the Title VI Coordinator will determine whether the Lummi Indian Business Council has jurisdiction over the complaint, the acceptability of the complaint, whether additional information is needed, and the Title VI Coordinator may determine the merit of the complaint.
2. The Title VI Coordinator will send the Complainant a written notice of receipt of the complaint within five (5) working days from the receipt of the complaint and will forward a copy of the initial complaint to the Human Resources Department, if the complaint involves a Lummi Indian Business Council employee.
3. A complaint may be dismissed for the following reasons:
 - a. The Complainant requests withdrawal of the complaint.
 - b. The Complainant fails to respond to repeated request for additional information needed to process the complaint.
 - c. The Complainant cannot be located after reasonable attempts.
4. If the complaint is against the Lummi Indian Business Council Public Works Department, the complaint will be forwarded and referred to the WSDOT Office of Equal Opportunity (EOE) for proper disposition pursuant to its Title VI complaint procedures.
5. Once WSDOT's EOE issues its final decision, the Department of Public Works will notify all parties involved of such determination.
6. Appeals. Contact WSDOT's EOE at 360-705-7090 for information on their most current appeal procedures and anytime limits for bringing an appeal.

The procedures do not deny the right of complainant to file formal complaints with other local, state or federal agencies, or to seek legal counsel for complaints alleging discrimination.

Delegation of Authority- Chairman Hillaire

From Merisa K. Good <MerisaG@lummi-nsn.gov>

Date Sun 2/1/2026 9:42 PM

To Bailey Jefferson <BaileyJ@lummi-nsn.gov>; Anthony Hillaire <AnthonyH@lummi-nsn.gov>; Terrence Adams <TerrenceA@lummi-nsn.gov>; Destiny E. Petroske <DestinyP@lummi-nsn.gov>; Darcilynn A. Bob <DarcilynnB@lummi-nsn.gov>; Tanesha M. Lane <TaneshaL@lummi-nsn.gov>; Maureen Kinley <MaureenK@lummi-nsn.gov>; Rosalee Revey-Jacobs <RosaleeRJ@lummi-nsn.gov>; Vendean (Jim) Washington <VendeanW@lummi-nsn.gov>; Johnny D. Felix <JohnnyF@lummi-nsn.gov>; Dana Wilson <DanaW@lummi-nsn.gov>; Gerald I. James <GeraldJ@lummi-nsn.gov>; David P. Webster <DavidW@lummi-nsn.gov>; Cheryl L. Sanders <CherylLS@lummi-nsn.gov>; Logan G. Toby <LoganT@lummi-nsn.gov>; Maria Hillaire <MariaH@lummi-nsn.gov>; Ashley S. Toby <AshleyT@lummi-nsn.gov>; Sharrissa L. Seymour <SharrissaS@lummi-nsn.gov>

Cc Al S. Johnnie <AlJ@lummi-nsn.gov>; Brandy Solomon <BrandyS@lummi-nsn.gov>; Althea Wilson <AltheaW@lummi-nsn.gov>; Brandon R. Morris <BrandonM@lummi-nsn.gov>; Sharlaine M. Revey <SharlaineR@lummi-nsn.gov>; Vanda Patterson <VandaP@lummi-nsn.gov>; Jay R. Martin <JayM@lummi-nsn.gov>; Melissa R. Martin <MelissaRM@lummi-nsn.gov>; Deanna Point <DeannaP@lummi-nsn.gov>; Sheena Williams <SheenaKS@lummi-nsn.gov>; Michelle K. Rebollosa <MichelleR@lummi-nsn.gov>; Maureen Curley <MaureenC@lummi-nsn.gov>; Elizabeth E. Edwards <ElizabethE@lummi-nsn.gov>; Hannah Jantz <HannahJ@lummi-nsn.gov>; Itom@nwic.edu <Itom@nwic.edu>; Diana Phair <DianaP@lha-lummi.com>; Wendy Carter <wendy.carter@silverreefcasino.com>; GabrielK <GabrielK@lcc-lummi.com>; Jim Heitzman <jimh@ltswd.com>; Heather Leighton <heather.leighton@lummi-k12.org>

Chairman Hillaire will be out of the office on official travel from Feb 2- Feb 5th. In his absence, Vice Chairman Terrance Adams will hold the delegation of authority.

Please drop off any documents requiring a signature to council operations. They will be reviewed and routed accordingly.

Merisa

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From: Merisa K. Good <MerisaG@lummi-nsn.gov>

Sent: Friday, January 30, 2026 10:17 AM

To: Bailey Jefferson <BaileyJ@lummi-nsn.gov>; Anthony Hillaire <AnthonyH@lummi-nsn.gov>; Terrence Adams <TerrenceA@lummi-nsn.gov>; Destiny E. Petroske <DestinyP@lummi-nsn.gov>; Darcilynn A. Bob <DarcilynnB@lummi-nsn.gov>; Tanesha M. Lane <TaneshaL@lummi-nsn.gov>; Maureen Kinley <MaureenK@lummi-nsn.gov>; Rosalee Revey-Jacobs <RosaleeRJ@lummi-nsn.gov>; Vendean (Jim) Washington <VendeanW@lummi-nsn.gov>; Johnny D. Felix <JohnnyF@lummi-nsn.gov>; Dana Wilson <DanaW@lummi-nsn.gov>; Gerald I. James <GeraldJ@lummi-nsn.gov>; David P. Webster <DavidW@lummi-nsn.gov>; Cheryl L. Sanders <CherylLS@lummi-nsn.gov>; Logan G. Toby <LoganT@lummi-nsn.gov>; Maria Hillaire <MariaH@lummi-nsn.gov>; Ashley S. Toby <AshleyT@lummi-nsn.gov>; Sharrissa L. Seymour <SharrissaS@lummi-nsn.gov>

Cc: Al S. Johnnie <AlJ@lummi-nsn.gov>; Brandy Solomon <BrandyS@lummi-nsn.gov>; Althea Wilson <AltheaW@lummi-nsn.gov>; Brandon R. Morris <BrandonM@lummi-nsn.gov>; Sharlaine M. Revey