

CITY OF LYNDEN



Mayor
Scott Korthuis

Council Members
Gary Bode
Ron De Valois
Gerald Kuiken
Nick H. Laninga
Brent Lenssen
Kyle Strengholt
Mark Wohlrab

City Council - Regular Meeting
Annex - 205 Fourth Street
February 21, 2023

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Summary Reports and Presentations

Approval of Minutes

- [1.](#) Draft Council Minutes-February 6, 2023

Citizen Comment

Consent Agenda

- [2.](#) Approval of Payroll and Claims
- [3.](#) Agreement with Lynden Youth Sports
- [4.](#) Approval of the Dell Vectra AI Contract
- [5.](#) Re-appointment of Historic Preservation Commissioners – Denny DeMeyer, Patricia Leach and Troy Luginbill.
- [6.](#) Set Public Hearing to Consider taking final action to authorize commencement of eminent domain proceedings (March 6, 2023)

Public Hearing

- [7.](#) Skyview Development Agreement
- [8.](#) Mountain Summit Ventures Development Agreement

Unfinished Business - None

New Business

- [9.](#) Res-23-1061 Approving Use of Stormwater Financial Assistance Program Grant and Clean Water State Revolving Fund Loan for Judson Area Low Impact Development – Phase 2
- [10.](#) Accept Public Works Trust Fund Loan for Pine Street Bridge
- [11.](#) Request to Petition for Annexation of the Weg Property

Other Business

- [12.](#) DRAFT Public Works Committee Meeting Minutes February 8, 2023
- [13.](#) Calendar

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 6, 2023	
Name of Agenda Item:	Draft Council Minutes – January 17, 2023	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: N/A
Legal Review:	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	Draft Council Minutes – January 17, 2023	
Summary Statement:	Draft Council Minutes for Council review and possible approval.	
Recommended Action:	Review and approve draft minutes.	

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



February 6, 2023

1. CALL TO ORDER

Mayor Korthuis called to order the February 6, 2023 regular session of the Lynden City Council at 7:00 p.m. at the city's council chambers.

PLEDGE OF ALLEGIENCE

ROLL CALL

Members present: Councilors Gary Bode, Ron De Valois, Gerald Kuiken, Brent Lenssen, Nick Laninga, and Kyle Strengholt.

Members absent: Mayor Korthuis and Councilor Wohrab.

Staff present: Finance Director Anthony Burrows, Fire Chief Mark Billmire, Parks Director Brent DeRuyter, Planning Director Heidi Gudde, Police Chief Steve Taylor, Public Works Director Steve Banham, City Clerk Pam Brown, City Administrator John Williams, and City Attorney Bob Carmichael.

OATH OF OFFICE – None

SUMMARY REPORTS AND PRESENTATIONS - None

APPROVAL OF MINUTES

Councilor Kuiken moved, and Councilor Strengholt seconded to approve the February 6, 2023, regular meeting minutes. Motion approved on 5-0 vote.

CITIZEN COMMENT

Cynthia Ripke-Kutsagoitz, Guide Meridian, Lynden

- Spoke about cardiac wellness month and the effect heart health has on police and fire personnel as well as pilots. She said that medical doctors suspect there is a correlation between the COVID vaccinations and protein spikes in the heart.

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CITY COUNCIL
MINUTES OF REGULAR MEETING



2. CONSENT AGENDA

Payroll Liability to January 15 through January 28, 2023

EFT & Other Liabilities

Non-L&I Liabilities

Monthly EFT	\$617,621.02
Check Liability	\$0.00
Total Non-L&I Liabilities	\$617,621.02
Quarterly Liabilities	\$12,999.25
Total EFT & Other Liabilities	\$630,620.27

Approval of Claims – February 7, 2023

Manual Warrants No.	<u>26540</u>	through	<u>26560</u>		\$1,020,388.10
EFT Payment Pre-Pays					\$1,460,637.56
				Sub Total Pre-Pays	\$2,480,975.66
Voucher Warrants No.	<u>26564</u>	through	<u>26655</u>		\$312,056.31
EFT Payments					<u>\$14,829.88</u>
				Sub Total	\$326,886.19
				Total Accts. Payable	\$2,807,861.85

2023 Advisory Committee Approvals

The Park and Trail Advisory Committee discussed possible candidates to fill the vacancies left by Mr. Colby Weg and Mr. Mike Schaeffer and unanimously voted to submit Len VanderVelden and Ms. Pam Holladay for council approval. Their one-year term would be from January 1, 2023 to December 31, 2023.

The Berthusen Park Advisory Committee also received notification and approved the reassignment for a 3-year term to Dave Timmer. His term would be from January 1, 2023 to December 31, 2025

2023 MOU with North Sound Region- Setting Opioid Fund Distributions

As a result of the lawsuit filed by the Washington State Attorney General against the opioid manufacturing companies, the City of Lynden is receiving a prorated share of the settlement based on population. One of the requirements of the settlement is that the

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



City is required to be a part of a regional group established within the agreement (North Sound Region) The attached agreement would make the City of Lynden a part of the “North Sound Region” group as required by the State. There will be a later agreement that will establish the use of the funds as required for education and services related to opioid misuse.

Amendment to Friendship Diversion Contract

Friendship Diversion is requesting a \$17.00 increase in fees starting February 1, 2023. The \$15.00 enrollment increase \$1.00 GPS/\$1.00 SCRAM.

Motion made by Councilor De Valois seconded by Councilor Lenssen to approve the consent agenda as presented. Motion approved 5-0.

3. PUBLIC HEARING- None

4. UNFINISHED BUSINESS - None

5. NEW BUSINESS - None

6. OTHER BUSINESS

Councilor Lenssen reporting for Community Development Committee involving discussion of:

- Necessity of municipal code language regulating requirements for enclosing patios.
- Affordable housing, specifically the category known as Middle Housing.
- Short-term rentals and the development of municipal code to regulate that permitting process.

Councilor Lenssen reporting for Public Safety Committee involving discussion of:

- Utility Task Vehicles (UTVs) – further discussion will be held at the February 9th Public Safety meeting.

Councilor Bode reporting for the Public Works Committee involving discussion of:

- Affordable housing and the number of spaces available in Duffner mobile home park.
- Review of current public works projects.
- Paving of Pepin Creek bridge.

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CITY COUNCIL MINUTES OF REGULAR MEETING



- Water quality in Double Ditch is not caused by the city of Lynden, but rather the cause originates from across the border in Canada.
- Water fluorination and whether the city wants to continue fluorinating the water or whether to cease the practice.

7. EXECUTIVE SESSION

Council adjourned into executive session at 7:55 p.m. to discuss with legal counsel representing the city, two matters relating to agency enforcement actions, under RCW 42.30.110(1)(i). Council expected the executive session to last fifteen minutes and end at 8:10 p.m. with potential action to follow.

Council reconvened at 8:10 p.m. and made a motion.

Councilor Strengholt moved, and Councilor De Valois seconded to direct the city attorney to file a court action to enforce the city code against Lynden Automotive located at 8894 Bender Road. Motion approved 5-0.

8. ADJOURNMENT

The February 21, 2023, regular session of the Lynden City Council adjourned at 8:12 p.m.

Pamela D. Brown, City Clerk

Scott Korthuis, Mayor

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EXECUTIVE SUMMARY



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Approval of Payroll and Claims	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Approval of Payroll and Claims	
Recommended Action:	Approval of Payroll and Claims	

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EXECUTIVE SUMMARY



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Agreement with Lynden Youth Sports	
Section of Agenda:	Consent	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	Agreement for Services	
Summary Statement:	This agreement allows for the use of staff time in working with Lynden Youth Sports. Staff provides support for developing game schedules and coordinating the use of city fields and facilities.	
Recommended Action:	Make a motion to authorize the Mayor to sign the agreement.	

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF LYNDEN
(A MUNICIPAL CORPORATION)**

AND LYNDEN YOUTH SPORTS (A NON-PROFIT ORGANIZATION)

Whereas Lynden Youth Sports is a non-profit organization that provides a tremendous service to the Lynden community with youth sports; and

Whereas the City of Lynden wishes to aid Lynden Youth Sports efforts to continue to provide the youth of Lynden with access to sports and recreational activities.

Therefore, The City of Lynden, hereinafter called "City", and Lynden Youth Sports hereby enter into the following Agreement.

1. Scope of Work

Lynden Youth Sports shall develop and manage all youth sports and associated activities. The city shall provide administrative services to work with Lynden Youth Sports in the scheduling of teams for field and facility usage.

2. Term of Contract/Termination

This Contract shall commence on February 21, 2023, and shall automatically renew annually on January 1st thereafter. Either party may terminate this agreement at any time with at least 60 days' written notice.

3. Budget

Assistance by the city shall be in the form of providing up to 40 work hours of time by the City Parks Department Administrative Assistant to assist in the scheduling of teams for each sport(s) season. Arrangements shall be made in advance with the Parks Department Director as to the availability and scheduling of the Administrative Assistant's time for the project. This agreement does not alter any arrangements with Lynden Youth Sports as to the cost paid, or availability for the use of fields or other facilities.

4. Agreement

Nothing in this agreement contained shall be construed to create or imply a relationship of employer/employee. Lynden Youth Sports is not affiliated with the City of Lynden in any way other than what is provided by this agreement.

5. Indemnification

Lynden Youth Sports will defend, indemnify, and hold harmless the City, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands.

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EXECUTIVE SUMMARY

Meeting Date:	February 21, 2023	
Name of Agenda Item:	Vectra Ai – Lease Approval	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
Legal Review:	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Dell Lease Quote		
Summary Statement:		
<p>As our city continues to rely more heavily on technology and digital infrastructure, it is crucial that we take steps to protect these assets from cyber threats. The tool that can help us do this is Vectra AI.</p> <p>Vectra AI is a cybersecurity technology that uses artificial intelligence and machine learning to detect and respond to cyber-attacks in real-time. It can identify and prioritize the most critical threats, ensuring that our city's limited resources are focused on the most pressing issues.</p> <p>By implementing Vectra AI, we will be able to detect and respond to cyber threats before they can cause damage. This will not only protect our city's sensitive information, but also prevent downtime and data breaches. Additionally, the technology works with our existing systems, which will minimize the setup and configuration to integrate with our existing city infrastructure.</p> <p>It's worth noting that there are other cybersecurity technologies available in the market, and we have evaluated them in terms of the effectiveness, ease of use and pricing, and Vectra AI came out as the most suitable solution for our city's needs.</p> <p>The lease term is for three years, and the city will own the hardware at the end of the term.</p> <p>In summary, a product like Vectra Ai is necessary to ensure the protection of our city's critical digital infrastructure and information from cyber threats. The technology's real-time detection and response capabilities, ease of integration, and ability to prioritize critical threats make it a valuable addition to our city's cybersecurity arsenal.</p>		
Recommended Action:		
Approval of the lease quote, and Mayor's signature.		

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology payment solution. Enclosed is a payment solution for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Expiration Date: 03/09/2023

Solution Details

Quote	Description	Subtotal	36 Month Rotation	
			Rate Factor	Payment
3000143349382.1	CS-CITY OF LYNDEN-SYS-VEN800-000-Cognito Detect for Network w/SidekickStandard MDR,	\$61,471.05	0.36934	\$22,703.72
Totals		\$61,471.05		\$22,703.72

*Personal Property Taxes (PPT) will apply to this lease.

End of Term Options

Below are the typical end of term options:

Ownership options: includes Tax Exempt (TELP)

1. Exercise the option to purchase the products for one dollar; or,
2. For an agreed upon fee, return all products to lessor at lessee's expense.

Additional Information

LEASE QUOTE:

Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER:

The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR1DF-27, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE:

The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT:

The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION:

In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

Joe Sarabia
 Financial Sales Representative
 737-270-9129
 joe.sarabia@dell.com

Payment solutions provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of a payment solution. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, licensing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change. Subject to applicable law and regulations. Restrictions and additional requirements may apply to transactions with governmental or public entities.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000143349382.1	Sales Rep	Michelle Smith
Total	\$66,880.50	Phone	(800) 456-3355, 7238897
Customer #	530030730199	Email	Michelle_Smith@dell.com
Quoted On	Feb. 03, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Mar. 05, 2023		CITY OF LYNDEN/VECTRA-ST-OEM
	Dell Midwestern Higher		PO BOX 650
Contract Name	Education Compact		LYNDEN, WA 98264-0650
	(MHEC) Master Agreement		
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Deal ID	25221841		
End User Details	CITY OF LYNDEN		
	LYNDEN, WA		
	98264		

Message from your Sales Rep

Please contact Michelle.Smith@dell.com if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Michelle Smith

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT CITY OF LYNDEN/VECTRA-ST-OEM 300 4TH ST LYNDEN, WA 98264-1905 (360) 354-2829	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
CS-CITY OF LYNDEN-SYS-VEN800-000-Cognito Detect for Network w/SidekickStandard MDR, includes Vectra X29 Hardware and VN-	\$61,471.05	1	\$61,471.05

Subtotal:	\$61,4
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$61,471.05
Estimated Tax:	\$5,409.45
<hr/>	
Total:	\$66,880.50

Shipping Group Details

Shipping To

RECEIVING DEPT
 CITY OF LYNDEN/VECTRA-ST-OEM
 300 4TH ST
 LYNDEN, WA 98264-1905
 (360) 354-2829

Shipping Method

Standard Delivery Free Cost

	Quantity	Subtotal
CS-CITY OF LYNDEN-SYS-VEN800-000-Cognito Detect for Network w/SidekickStandard MDR, includes Vectra X29 Hardware and VN-	1	\$61,471.05
Estimated delivery if purchased today: Mar. 27, 2023 Contract # C000000979569 Customer Agreement # MHEC-04152022		

Description	SKU	Unit Price	Quantity	Subtotal
CS-CITY OF LYNDEN-SYS-VEN800-000-Cognito Detect for Network w/SidekickStandard MDR, includes Vectra X29 Hardware and VN-	AC414978	-	1	-

Subtotal:	\$61,471.05
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$5,409.45
Total:	\$66,880.50

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Re-appointment of Historic Preservation Commissioners – Denny DeMeyer, Patricia Leach and Troy Luginbill.	
Section of Agenda:	Consent	
Department:	Planning	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	None	
Summary Statement:	<p>The Lynden Historic Preservation Commission (LHPC) terms for Denny DeMeyer, Patricia Leach and Troy Luginbill have recently expired. However, all have expressed a willingness to serve another term.</p> <p>These three members were appointed to the original LHPC in 2016 and have contributed valuable architectural and historical expertise to the Commission as Lynden’s historic preservation program was becoming established. Their value continues.</p> <p>Appointments to the LHPC are made by the Mayor and confirmed by the City Council. It is the Mayor's recommendation that Denny DeMeyer, Patricia Leach and Troy Luginbill be re-appointed to another three-year term.</p>	
Recommended Action:	<p>Motion to confirm the re-appointment of Denny DeMeyer, Patricia Leach and Troy Luginbill to the Lynden Historic Preservation Commission for a three-year term beginning January 1, 2023 and expiring on December 31, 2025.</p>	

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Set Public Hearing to Consider taking final action to authorize commencement of eminent domain proceedings (March 6, 2023)	
Section of Agenda:	Consent	
Department:	Executive	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Set Public Hearing on March 6, 2023 to Consider taking final action to authorize commencement of eminent domain proceedings.	
Recommended Action:	For information only.	

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Skyview Development Agreement	
Section of Agenda:	Public Hearing	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Skyview Development Agreement (AF No. 2021-1103594) and Termination Agreement		
Summary Statement:		
<p>On August 2nd, 2021, the City Council approved a development agreement with HALO Holdings, LLC and TMI Holdings, LLC, a group developing Skyview Townhomes, a multi-family project located east of Northwood Road with the northern edge Badger Road frontage. The agreement outlined the developer obligations and timeline for a mixed-use portion of the Skyview Townhome project located on commercially zoned (CSL) property.</p> <p>The agreement allowed the residential portion of the mixed-use development to proceed prior to the establishment of a commercial use with a portion of commercially zoned property reserved to accommodate the commercial component at a later date.</p> <p>More recently, with the support of the landowners, a city-led Comprehensive Plan Amendment (CPA 22-01) and rezone shifted this commercially zoned parcel to a residential use with an RM-3 zoning assignment. This became effective January 1, 2023, and has made the 2021 agreement unnecessary.</p>		
Recommended Action:		
Motion to approve the termination of the Skyview Development Agreement and authorize the Mayor's signature on the document.		



RETURN TO:
STARKENBURG-KROONTJE
ATTORNEY AT LAW, P.S.
P.O. BOX 231
LYNDEN, WA 98264

DOCUMENT TITLE:
DEVELOPMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:
N/A

GRANTORS:
TMI HOLDINGS, LLC, a Washington Limited Liability Company
HALO HOLDINGS, LLC, a Washington Limited Liability Company

GRANTEE:
CITY OF LYNDEN, a Washington municipal corporation

LEGAL DESCRIPTION:

LOT A OF THE SKYVIEW LOT LINE ADJUSTMENT RECORDED IN THE AUDITOR'S
OFFICE OF WHATCOM COUNTY, WASHINGTON

SITUATE IN WHATCOM COUNTY, WASHINGTON

ASSESSOR'S TAX PARCEL NUMBER(S):
400315 361493 0000

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 20___, by and between the CITY OF LYNDEN, a Washington municipal corporation (hereinafter “CITY”) and TMI HOLDINGS, LLC, a Washington limited liability company & HALO HOLDINGS, LLC, a Washington limited liability company (hereinafter collectively “GRANTORS”).

WHEREAS, Grantors are the owners of Lot A of the Skyview Lot Line Adjustment as recorded under Auditor File number 2021-0703457, more particularly depicted in the attached Exhibit A (hereafter the “Property”); and

WHEREAS, Grantors also own Lot B of the Skyview Lot Line Adjustment (“Lot B”); and

WHEREAS, the Property is zoned Commercial Services - Local (CSL), and Lot B is zoned Residential Multi-Family 3 (RM-3); and

WHEREAS, Grantors intend to develop both the Property and Lot B with the Skyview Townhomes, a multi-family residential and commercial development, the proposed site plan for which is attached as Exhibit B, and which will be referred to herein as “Skyview Townhomes”; and

WHEREAS, Lynden Municipal Code (LMC) 19.23.020(5) permits multi-family residences within the CSL zone under specific conditions; and

WHEREAS, the City’s Design Review Board has granted design approval for a feasible layout and architecture of the residential portion of Skyview Townhomes (DRB Application #21-01); and

WHEREAS, as a condition of approval of residential development within the CSL zone, the Lynden Municipal Code Title 19 requires a minimum amount of commercial component to be constructed; and

WHEREAS, this Agreement is recorded to memorialize the conditions of the development approval of the portion of Skyview Townhomes on the Property; and

WHEREAS, the above recitals are a material part of this Agreement; and

WHEREAS, the City of Lynden, TMI Holdings, LLC and Halo Holdings, LLC enter into this Agreement and for in consideration of the mutual covenants, duties and obligations herein set forth, and agree as follows:

ARTICLE I
LAND USE AND SETBACK REQUIREMENTS

- 1.1 Per Ch. 19.23 LMC, multi-family residential use is permitted on the Property as long as a minimum of sixty percent of the ground floor area of the entire mixed-use development is devoted to permitted commercial use. This calculation is based on the aggregate ground floor area of all buildings on the Property.
- 1.2 All commercial buildings will have common architectural themes and will be subject to approval by the Design Review Board. Future buildings must meet the guidelines in effect at the time of building permit application.
- 1.3 All commercial uses permitted outright within the CSL zone or its successor zone shall be permitted uses on the Property.
- 1.4 A covenant shall be placed on the deeds for all residential units and commercial units on the Property notifying them of the mixed zone and of the commercial use requirement for a portion of the Property.
- 1.5 The zoning on the Property shall remain unchanged for the duration of this Agreement.
- 1.6 As shown on Design Review Board application #21-01, the proposed gross floor area of first floor residential uses on the Property totals approximately 13,000 square feet. The 13,000 square feet may equal at most forty percent of the total gross floor area developed on the Property. As such, if the Property is developed with 13,000 square feet of gross floor area for residential uses, the commercial component must contain a minimum of 19,500 square feet of gross floor area on the first floor in order to fulfill the terms of this agreement.
- 1.7 The residential component may be developed before the commercial component. The commercial component may be incrementally developed to ultimately meet or exceed the required gross floor area.
- 1.8 The Property has existing structures along the Badger Road frontage which are primarily agricultural in nature. These may be remodeled for commercial use, subject to meeting all applicable City standards, including Design Review Board approval.

ARTICLE II
ACCESS AND TRANSPORTATION

- 2.1 The commercial development on the Property shall be accessed from East Badger Road, and not accessed through Lot B via Currant Street. East Badger Road is a Washington State highway. As a result, any access connection will require approval from the Washington State Department of Transportation and the City of

Lynden. The residential development on the Property shall be accessed via Currant Street through Lot B.

- 2.2 Both the commercial and residential developments on the Property are required to provide public easements and maintain public pedestrian walkways through the Property. These walkways must ensure access to the current and any future public sidewalk and trail systems at all times. Routine care of these access ways including, but not limited to, brush clearing, weed removal, pressure washing, and resurfacing so as to maintain code compliant ADA access is the responsibility of the owner of the Property.
- 2.3 Vehicular access between the residential and commercial developments on the Property is limited to emergency apparatus, utility maintenance vehicles and/or heavy equipment needed to maintain and repair facilities in the easements.
- 2.4 Buildings constructed on the Property which have no first floor commercial component must meet the height, area, setback and bulk requirements assigned to RM3 development as described in LMC 19.17.060.

ARTICLE III
ASSIGNMENT AND TRANSFER

- 3.1 After its execution, the Agreement shall be recorded in the office of the Whatcom County Auditor. Each commitment and restriction on the development subject to this Agreement shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, and shall run with the land. This Agreement shall be binding on the City and owners of the Property, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Upon any sale or conveyance of the Property by any owner, such owner shall be released from this Agreement and the obligations stated herein shall be enforceable solely against the successor owner of the Property.
- 3.2 Future subdivision of the Property is permitted as allowed by law; provided, the conditions of this Agreement shall remain in effect on the subdivided parcels. No subdivision may be made which would prevent the owner of the Property from fulfilling the conditions detailed herein.

ARTICLE IV
TIMING

- 4.1 This Agreement confirms that the residential uses on the Property, totaling up to 13,000 square feet of first floor area, may be constructed prior to the development and/or redevelopment of an active commercial use on the remaining portion of the Property, subject to the conditions listed below:

- 4.2 All pedestrian walkways and trails needed to maintain contiguous access from the Badger Trail or other pedestrian easements to public sidewalks within the North Prairie Phase 7 Long Plat and Badger South SP must be dedicated as public access easements before the City will issue a building permit for the first residential building on the Property.
- 4.3 All final walkways and trails must be constructed, per City specifications, on the Property prior to the final occupancy of last building on the Property. Temporary facilities, approved by the City, shall be provided prior to any form of occupancy for the first residential building on the Property.
- 4.4 A Type II landscape buffer, ten feet in width, is required between the proposed residential use and the future commercial use. A Type II landscape buffer is described in LMC 19.61.070. This buffer must be installed, and maintenance bond secured, prior to issuance of the final occupancy for the first residential building on the Property.

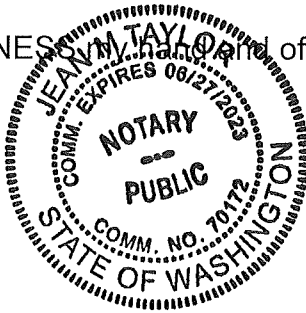
ARTICLE V
MISCELLANEOUS

- 5.1 This Agreement shall be effective for twenty (20) years from the date first above written.
- 5.2 This writing including the exhibits hereto constitute the full and only agreement between the parties, there being no promises, agreement, or understandings, written or oral, except a herein set forth, or as hereinafter may be amended in an acknowledged writing and in accordance with the LMC.
- 5.3 In the event the Grantors fail to comply with the commitments set forth herein, within one hundred twenty (120) days of written notice of such failure from the City, in addition to any other remedies which the City may have available to it, the City shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement, and to collect the direct costs, associated with such action, including reasonable attorney's fees and costs, from the Grantors.
- 5.4 In the event that a judicial dispute arises regarding the enforcement or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs reasonably incurred, including fees and costs incurred on appeal.
- 5.5 This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Whatcom County, Washington.

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 5th day of Nov., 2021, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeremy Parricra Tim Kaelie, the members of **HALO HOLDINGS, LLC**, a Washington limited liability company, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

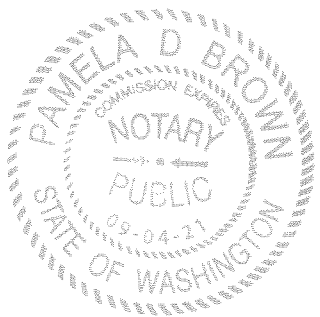


Jean M. Taylor
Notary Public in and for the State of Washington
Residing at: Lynden
My commission expires: 6.27.2023

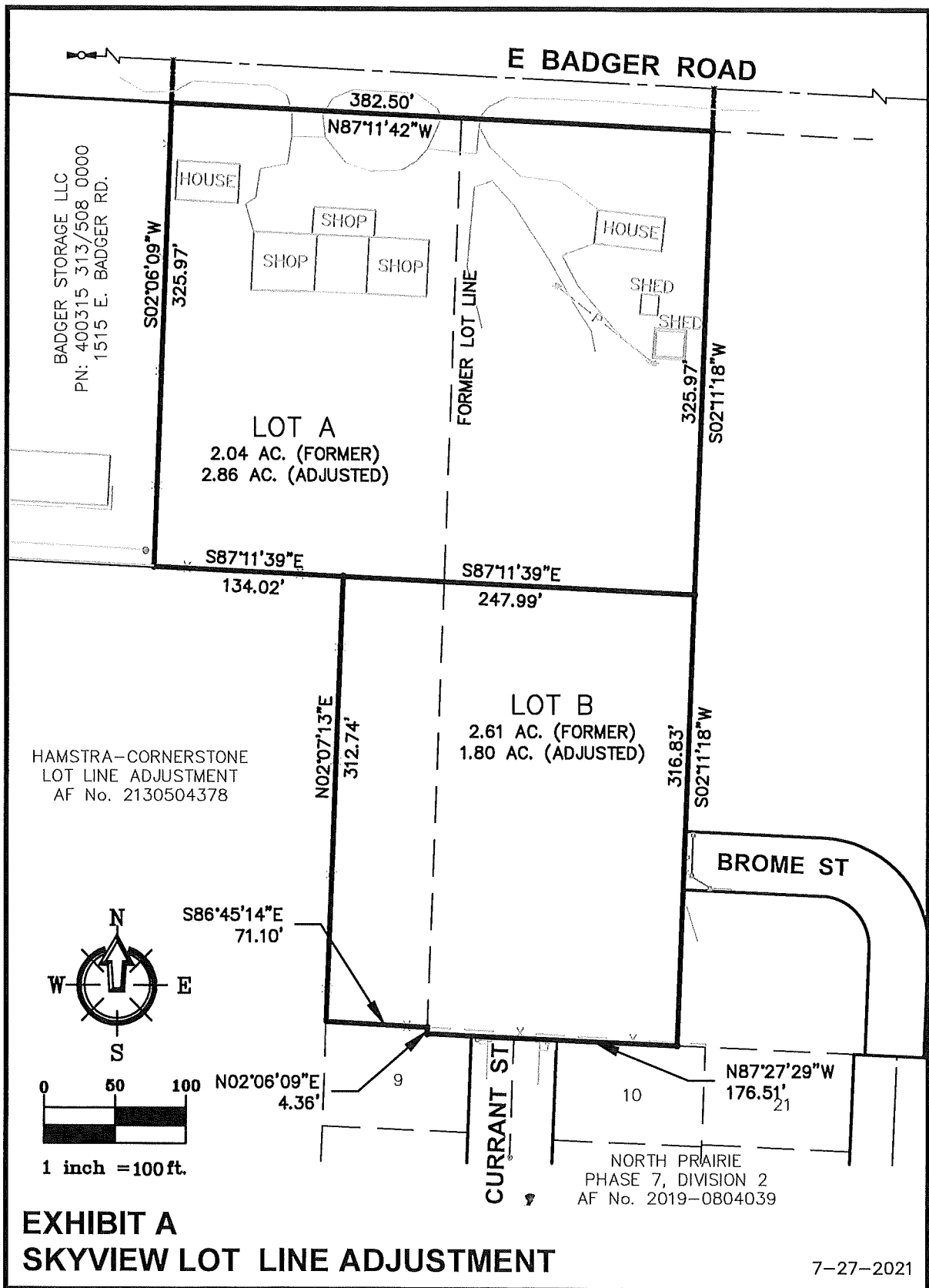
STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 3 day of August, 2021, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Korthuis, the Mayor of the **CITY OF LYNDEN**, a Washington municipal corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Pamela D. Brown
Notary Public in and for the State of Washington
Residing at: Whatcom County
My commission expires: 9/4/2021



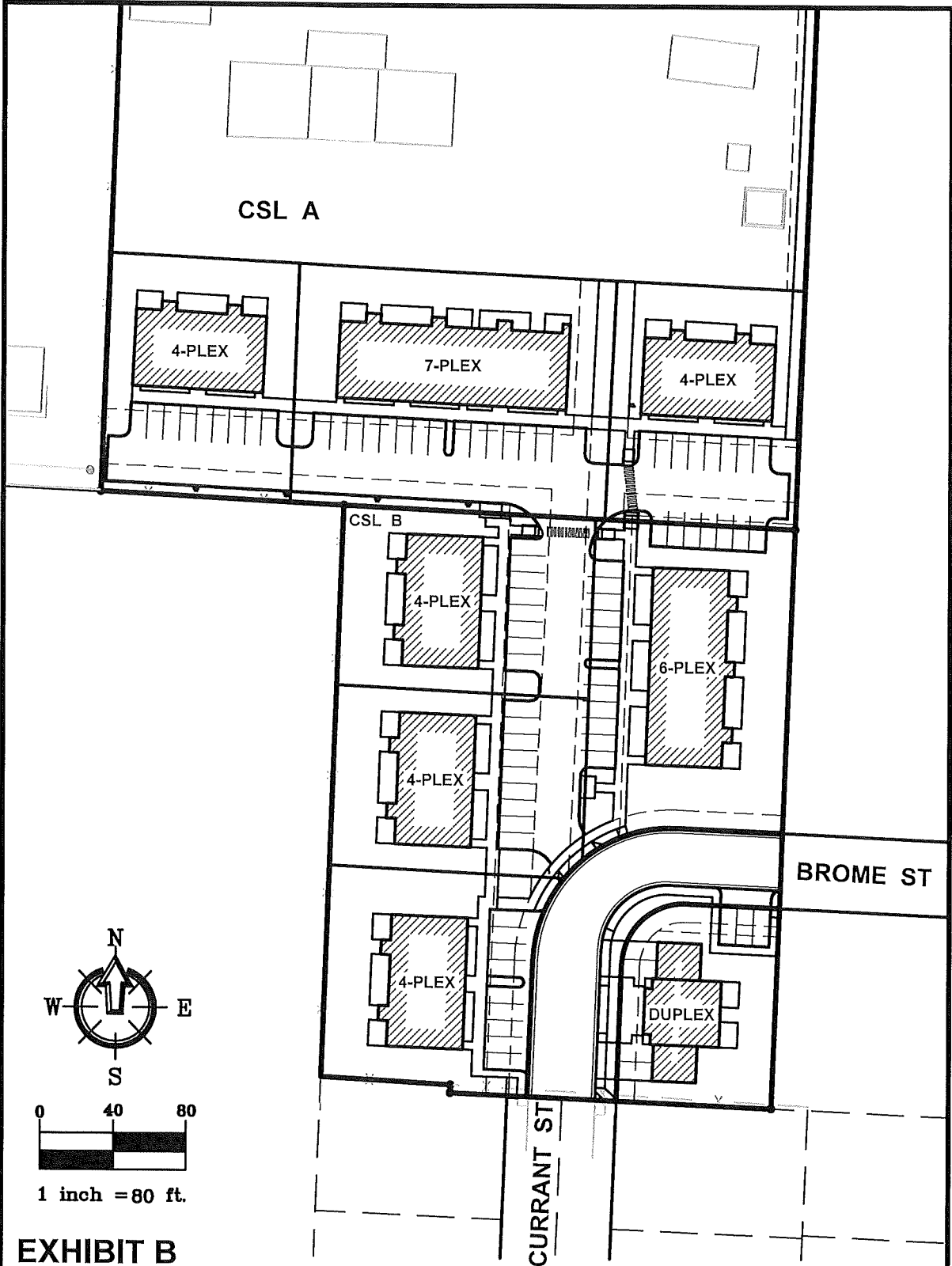


EXHIBIT B
SKYVIEW TOWNHOMES SITE PLAN

7-27-2021

RETURN TO:
LYNDEN CITY HALL
ATTN: Heidi Gudde
300 4TH Street
Lynden, WA 98246
Ph: 360-354-5532

DOCUMENT TITLE
TERMINATION OF SKYVIEW TOWNHOMES MIXED USE DEVELOPMENT
AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT
2021-1103594

GRANTORS
CITY OF LYNDEN, a Washington Municipal Corporation
TMI HOLDINGS, LLC, a Washington Limited Liability Company
HALO HOLDINGS, LLC, a Washington Limited Liability Company

GRANTEES
CITY OF LYNDEN, a Washington Municipal Corporation
TMI HOLDINGS, LLC, a Washington Limited Liability Company
HALO HOLDINGS, LLC, a Washington Limited Liability Company

ABBV. LEGAL DESCRIPTION
LOT A, SKYVIEW LLA, AF# 2021-0703457
LOTS 1-4, SKYVIEW SP #2, AF# 2022-0103118
Ptn. NW ¼ NE ¼ T 40 N, R 03 E, S 15

ASSESSOR'S TAX PARCEL NUMBERS
400315 387555 0000
400315 367533 0000
400315 387533 0000
400315 401533 0000

**TERMINATION OF
SKYVIEW TOWNHOMES MIXED USE
DEVELOPMENT AGREEMENT**

This Termination of the Skyview Townhomes Mixed Use Development Agreement (“Termination Agreement”), entered into by the CITY OF LYNDEN, a Washington municipal corporation (“City”) and TMI HOLDINGS, LLC, a Washington limited liability company, & HALO HOLDINGS, LLC, a Washington limited liability company (hereinafter collectively “TMI & HALO”) on the date fully executed below, is intended to terminate that Development Agreement entered into on November 23, 2021 and recorded at Whatcom County Auditor’s File Number 2021-1103594, by and between the City and TMI & HALO.

RECITALS

WHEREAS, TMI & HALO are the owners of Lot A and B of the Skyview Lot Line Adjustment as recorded under Auditor File number 2021-0703457, and also known as 1546 and 1573 E Badger Road, Lynden.

WHEREAS, TMI & HALO and the City entered into a development agreement on November 23, 2021 and recorded at Whatcom County Auditor’s File Number 2021-1103594 (“Development Agreement”) regarding the Property for the reasons described below; and

WHEREAS, at the time of the Development Agreement, the Property was zoned as follows: Lot A is Commercial Services - Local (CSL), and Lot B is zoned Residential Multi-Family (RM-3); and

WHEREAS, at that time, TMI & HALO intended to develop the Property (Lot A and Lot B of the Skyview LLA), with a mix of multi-family residential and commercial development, the proposed site plan for which is attached as Exhibit A, and which will be referred to herein as “Skyview Townhomes”; and

WHEREAS, at that time, the Lynden Municipal Code (LMC) 19.23.020(5) permitted multi-family residences within the CSL zone under specific conditions; and

WHEREAS, on March 2, 2021, the City’s Design Review Board granted design approval for a feasible layout and architecture of the residential portion of Skyview Townhomes (DRB Application #21-01); and

WHEREAS, at the time the Development Agreement was executed, and as a condition of approval of residential development within the CSL zone, the Lynden Municipal Code (Title 19) required a minimum amount of commercial development to be constructed; and

WHEREAS, after a duly noticed public hearing on August 2, 2021, the Lynden City Council voted to approve the Skyview Development Agreement, which was eventually recorded on November 23, 2021, under Whatcom County Auditors File Number 2021-1103594; and

WHEREAS, as permitted by the Development Agreement, TMI & HALO then subdivided Lot A of the Property through the Skyview Short Plat #2, recorded at Whatcom County AF # 2022-0103118, into four lots, such that the residential development could occur on the portions of the Property designated as Lot B of Skyview Lot Line Adjustment and Lots 1-3 of the Skyview Short Plat #2, and commercial development was intended for Lot 4 of the Skyview Short Plat #2; and

WHEREAS, the residential portion of the Skyview project was subsequently permitted and constructed; and

WHEREAS, in June of 2022, the City of Lynden's Planning Department brought forward an application for a Comprehensive Plan Amendment requesting to update the Lynden Municipal Code associated with mixed-use provisions under which the Development Agreement was created. Consistent with the goals of the Comprehensive Plan, and in recognition of changing market conditions, the initiative also included a proposal to change the zoning designation of multiple properties within the City of Lynden from commercial to industrial or residential designations; and

WHEREAS, the proposed zoning changes seek to change unviable commercial properties, which due to scale and/or distance from an established commercial center will not be eligible for the Mixed-Use Overlay; and

FURTHERMORE, on September 22, 2022, the Planning Commission held a public hearing to accept public testimony on Comprehensive Plan Amendment #22-01 and Rezone #22-02 regarding Mixed Use Development Updates, Future Land Use Map, **Zoning Map**, Sub-Area Map and Text Amendment, and passed Planning Commission Resolution #22-05, recommending to the City Council approval of the proposed CPA and RZ.

WHEREAS, on December 19, 2022, the Lynden City Council held a public hearing on Ordinance 1656, regarding Comprehensive Plan Amendment #22-01 and Rezone #22-02, which included (among others), the rezoning of the property owned by the TMI & HALO, specifically Lots A & B of the Skyview Lot Line Adjustment from Commercial (CSL) to Residential (RM-3), and unanimously approved the request.

WHEREAS, the City of Lynden, TMI Holdings, LLC and Halo Holdings, LLC determined

that based on the approval of CPA #22-01 and RZ #22-02, there was no longer a need for the development agreement and TMI & HALO has requested that the Development Agreement be terminated, and

WHEREAS, pursuant to the terms of the Development Agreement, any major modification of the terms of the Agreement must be processed in the manner in which the Agreement was processed and approved, and

WHEREAS, on February 21, 2023, the City Council held a public hearing and approved Res-23-1062 authorizing termination of the Development Agreement,

NOW THEREFORE, the City of Lynden and TMI & HALO agree as follows:

1. The recitals set forth above are adopted and incorporated as if set forth fully herein.
2. Each by their signatures below, the City and TMI & HALO approve termination of the Development Agreement.
3. This termination of the Skyview Development Agreement is effective on the date fully executed below.
4. As of the effective date of this termination, the Development Agreement is of no further force or effect.
5. This Termination Agreement does not affect the approvals already in effect for the residential development on Lot B of Skyview Lot Line Adjustment and Lots 1-3 of the Skyview Short Plat #2. These unaffected approvals include DRB Application #21-01 and the Mitigated Determination of Nonsignificance issued March 5, 2021, all of which shall remain in full force and effect.
6. Because the Development Agreement is being terminated and the zoning has been changed, development of Lot 4 of the Skyview Short Plat #2 will require new development approvals.
7. Notwithstanding paragraph 6 above, TMI & HALO have supplied a bond for the development a public trail running along Badger Road when Lot 4 of the Skyview Short Plat #2 develops. This bond will remain in place until requested returned by TMI & HALO. The City reserves the right to require different bond terms through the development approval process.
8. This Termination Agreement may be signed in counterparts, which taken together shall constitute the complete termination. Signature by the parties transmitted via facsimile or electronic format shall be acceptable and binding.

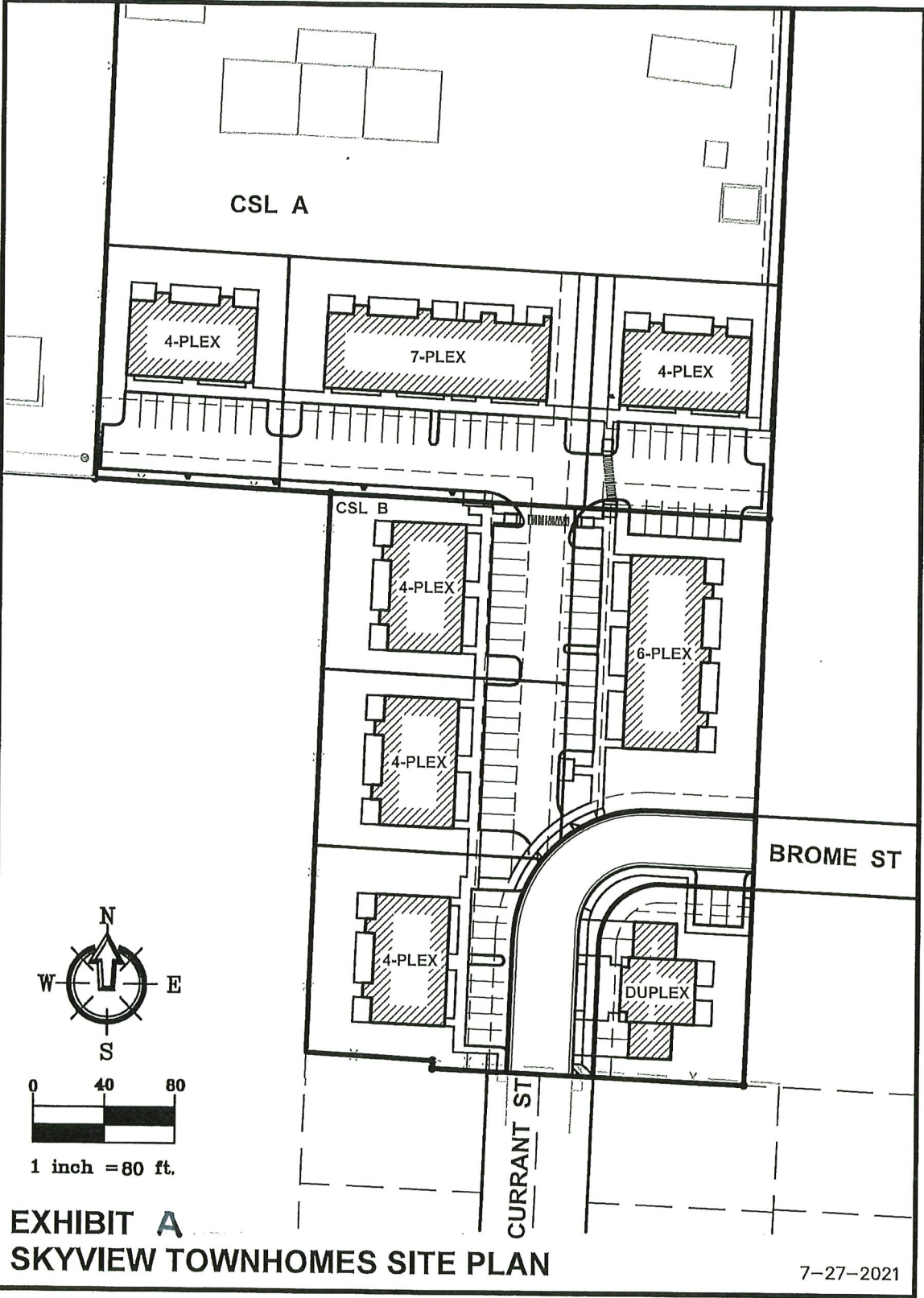


EXHIBIT A
SKYVIEW TOWNHOMES SITE PLAN

7-27-2021

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	February 21, 2023	
Name of Agenda Item:	Mountain Summit Ventures Development Agreement	
Section of Agenda:	Public Hearing	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	none	
Summary Statement:	<p>Although advertised to occur at this meeting, staff is requesting a delay of this public hearing to a later date.</p> <p>The entity of Mountain Summit Ventures, LLC has been working with City staff and legal counsel to draft a development agreement which would secure a portion of the right-of-way for the future construction of Pepin Parkway as it connects to Sunrise Drive.</p> <p>However, at this time the group is not yet prepared to bring the development agreement to public hearing as additional aspect of development are being considered. No future date for this hearing has been established and, as such, it will be appropriately advertised when a date is set.</p>	
Recommended Action:	Motion to delay the public hearing for the Mountain Summit Ventures Development Agreement with appropriate notification of the new date and time of the hearing when it is established.	

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Resolution No. 23-1061 Approving City Use of Stormwater Financial Assistance Program Grant and Clean Water State Revolving Fund Loan for Judson Area Low Impact Development – Phase 2	
Section of Agenda:	New Business	
Department:	Public Works	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	<u>Legal Review:</u> <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Resolution No. 23-1061		
Summary Statement:		
<p>Staff has applied for and received Department of Ecology approval for a Stormwater Financial Assistance Program Grant and Clean Water State Revolving Fund Loan to construct stormwater improvements on 9th Street from Judson Street to Front Street and the adjacent midblock east-west alleys. This is the second phase of planned street and stormwater improvements in the Judson area bounded by 7th and 10th Streets on the east and west, and Front Street to the north. Included in this funding package is a grant in the amount of \$537,991.00 and a loan in the amount of \$179,330 (including \$44,832.00 forgivable principal) with terms of 20 years and a 0.8% interest rate plus 0.3% administrative charge. Staff is planning to use TBD funds for repayment of the loan and provide sewer and water funds for needed utility upgrades under the streets.</p> <p>This was discussed at the February 8, 2023, Public Works Committee meeting.</p>		
Recommended Action:		
<p>That City Council approve Resolution No. 23-1061 Approving City Use of Stormwater Financial Assistance Program Grant and Clean Water State Revolving Fund Loan for Judson Area Stormwater Low Impact Development – Phase 2 and authorize the Mayor’s signature on the applicable agreement with the Department of Ecology.</p>		

RESOLUTION NO. 23-1061

A RESOLUTION APPROVING CITY OF LYNDEN USE OF CLEAN WATER STATE REVOLVING FUND AND STORMWATER FINANCIAL ASSISTANCE UNDER AGREEMENT NUMBER WQC-2023-LYNDPW-00043 FOR CONSTRUCTION OF JUDSON STREET DOWNTOWN LID DEMONSTRATION PROJECT – PHASE 2

WHEREAS, the Washington State Department of Ecology (“WSDOE”), a Washington state agency, has established the Stormwater Financial Assistance Program (SFAP) and Clean Water State Revolving Fund (CWSRF) to provide financial assistance for municipal stormwater projects; and

WHEREAS, the City of Lynden applied for an SFAP Grant and CWSRF Loan to finance construction of the Judson Street Downtown LID Demonstration Project – Phase 2; and

WHEREAS, the City has received WSDOE approval for an SFAP Grant in the amount of \$537,991.00, and a CWSRF Loan in the amount of \$179,330.00 (including \$44,832.00 forgivable principal) at a 0.8% interest rate plus 0.3% administrative charge, all for stormwater improvements on 9th Street from Judson Street to Front Street and adjacent alleys; and

WHEREAS, the Washington State Department of Ecology (WSDOE) requires the City to approve the scope of work and use of said SFAP Grant and CWSRF Loan Funds per Agreement WQC-2023-LyndPW-00043; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lynden, Whatcom County, Washington that:

Section 1: The City of Lynden City Council does hereby accept, authorize and approve the use of a WSDOE SFAP Grant and CWSRF Loan as described above to finance the final design, permitting construction and construction management of the following scope of work:

Stormwater infiltration trenches, pervious concrete, stormwater treatment devices, and other improvements, in a residential neighborhood in the City of Lynden including 9th Street from Judson Street to Front Street and adjacent alley entrance, including the full alley between 9th and 10th Street,

The City Council further authorizes the Mayor to enter into an agreement with WSDOE for this scope of work and take other such action as necessary and relevant to receiving funding under the applicable SFAP Grant and CWSRF Loan.

Section 2: If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this

code and each section, regardless of whether any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if for any reason this Resolution is declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 3: This Resolution shall be in full force and effect on _____, 2023.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE OF ____ IN FAVOR AND ____ IN OPPOSITION, AND SIGNED BY THE MAYOR THIS ____ DAY OF _____, 2023.

Mayor Scott Korthuis

ATTEST:

City Clerk Pam Brown

APPROVED AS TO FORM:

City Attorney Bob Carmichael

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Accept Public Works Trust Fund Loan for Pine Street Bridge	
Section of Agenda:	New Business	
Department:	Public Works	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	<u>Legal Review:</u> <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Public Works Trust Fund Contract PC23-96103-123		
Summary Statement:		
<p>Staff has applied for and received approval for a Public Works Trust Fund loan in the amount of \$5.5 Million for the Pine Street Bridge over Pepin Creek project. The term of the loan is 20 years with a 1.39% interest rate. Staff recommends using the following funds for repayment: TBD, Traffic Impact Fees, General Fund/Street Fund, and utility funds (for the utility improvements only).</p> <p>The Pine Street Bridge over Pepin Creek project will include the construction of a new 80-foot-long by 58-foot-wide span over Pine Street. This bridge/box culvert will allow for the future diversion of the two ditches of Pepin Creek away from Double Ditch Road into a single wider channel. The Pepin Creek channel under the bridge will be extended from about 1000 feet north of Pine Street south to match the channel currently being constructed with the new bridge at Main Street. The new bridge and creek channel are designed to accommodate the 100-year flood and provide greater habitat value for fish than the current undersized ditches along Double Ditch Road.</p> <p>The Public Works Committee discussed this at their February 8, 2023, meeting and concurred to recommended approval by City Council. The Finance Committee will review on this date.</p>		
Recommended Action:		
That City Council accept the Public Works Trust Fund Loan in the amount of \$5,500,000.00 to fund the Pine Street Bridge over Pepin Creek project and authorize the Mayor's signature on the agreement.		

CONTRACT FACE SHEET

Contract Number: PC23-96103-123

PUBLIC WORKS BOARD
CONSTRUCTION LOAN CONTRACT

1. Contractor City of Lynden 300 4th Street Lynden, WA 98264		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$5,500,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2043
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID #	11. SWV # SWW-000-770-801	12. UBI #	13. DUNS #
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
_____ Signature		_____ Kathryn A. Gardow, Public Works Board Chair	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM ONLY	
_____ Date		Date: September 21, 2021 _____ Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name:	City of Lynden
Loan Number:	PC23-96103-123

PROJECT INFORMATION

Project Title:	Pine Street Bridge over Pepin Creek
Project City:	Lynden
Project State:	Washington
Project Zip Code:	98264

LOAN INFORMATION

Loan Amount:	\$5,500,000.00
Total Estimated Cost:	\$5,557,000.00
Total Estimated Project Funding:	\$5,500,000.00
Loan Forgiveness % (if applicable):	0%
Loan Term:	20
Interest Rate:	1.39%
Payment Month:	June 1 st
Loan Reimbursement Start Date:	November 5, 2022
Time of Performance	60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a general obligation of the LOCAL GOVERNMENT

SCOPE OF WORK

Construct the necessary bridge for the future Pepin Creek relocated channel. Construct the necessary new Pepin Creek channel from Main Street north under the proposed Pine Street bridge and the approach (about 1000 feet). The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, construction (including necessary street approaches and utility connections), and construction management. The project needs to meet all applicable Local, State, and/or Federal standards



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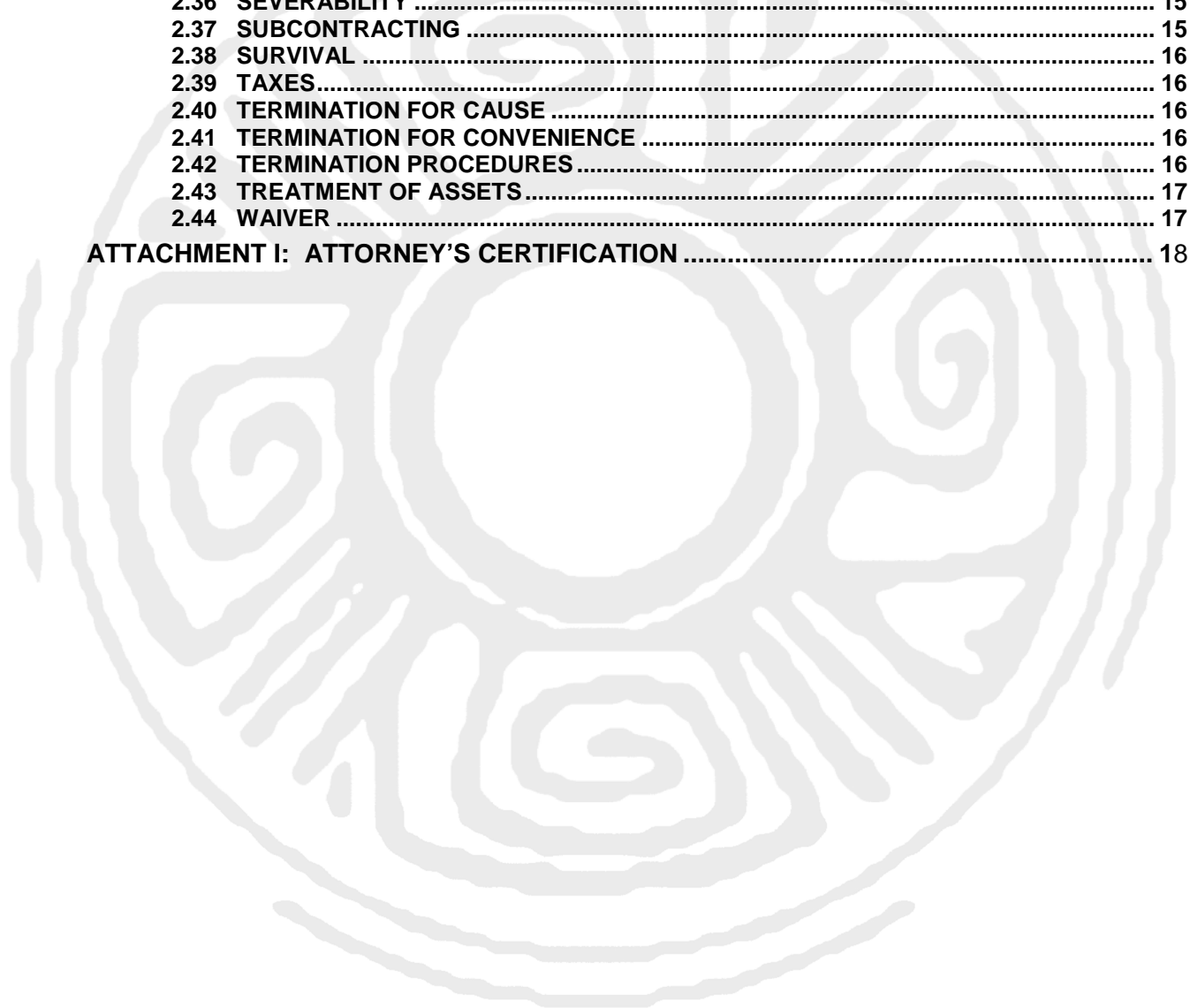
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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the Contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor’s Executive Order 21-02, or, as an alternative to completion of Governor’s Executive Order 21-02, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor’s Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state’s historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe’s cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor’s Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor’s Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

- Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:
- Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

- Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
- Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The BOARD shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as **LOAN FORGIVENESS %**. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal; referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
- C. Quarterly Projection Invoice Reports;
- D. Certified Project Completion Report at project completion (as described in Section 1.13);
- E. Pictures of various stages of the project, and
- F. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The BOARD may terminate this Contract in the event that state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.



Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor's Obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees, and (b) the Contractor, its subcontractors, agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.26 PAY EQUITY

The Contractor agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board, except as provided in Section 1.14.

2.31 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to

this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor’s duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor’s performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor’s income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE

In the event BOARD determines the Contractor has failed to comply with the material conditions of this contract in a timely manner, BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

BOARD reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by BOARD to terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of BOARD provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

Upon termination of this Contract, BOARD, in addition to any other rights provided in this Contract.

The rights and remedies of BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Contractor.

2.44 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY’S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

City of Lynden
PC23-96103-123

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the **City of Lynden** (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney

Date

Name

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Request to Petition for Annexation of the Weg Property	
Section of Agenda:	New Business	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: <u> Mayor </u>
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Request to petition from property owners Richard and Carol Weg, Property vicinity map.		
Summary Statement:		
<p>Property owners Rick and Carol Weg have submitted a request to petition for the annexation of their property which lies within the City’s Pepin Creek Sub-Area with a current address of 8634 Double Ditch Road.</p> <p>Rick and Carol Weg are the sole owners of the subject property which is approximately 45 acres. This parcel is contiguous and adjacent to incorporated portions of the City of Lynden including the recently annexed Benson Park property. In the next stage of the annexation process, the owners will submit signatures on a petition indicating support of annexation and an application to annex. This application will be reviewed by the Technical Review Committee, the Planning Commission, and the Boundary Review Board before returning to the City Council for a final decision.</p> <p>The Weg property is associated with infrastructure of the Pepin Lite plan. It also represents the capacity for approximately 200-225 new housing units as, per the sub-area plan, it would join the city with a Residential Mixed Density zoning assignment.</p>		
Recommended Action:		
Motion to approve the request to petition for the annexation of the Rick and Carol Weg Property.		

REQUEST TO CIRCULATE
PETITION OF ANNEXATION TO THE CITY OF LYNDEN

To: The Honorable City Council of Lynden, Washington

We, the undersigned being the owners of more than 10 percent (10%) in value according to the assessed valuation for general taxation of the property hereinafter described, and which property is contiguous and adjacent to the incorporated City of Lynden, Washington, do by these presents, request that the Lynden City Council allow us to circulate a petition of annexation to incorporate said real estate in to the city limits of the City of Lynden and annex the same thereto as part of the City of Lynden.

The legal description of the property which we request the ability to circulate the petition of annexation is as follows:

The Northwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 18, Township 40 North, Range 3 east of W.M., except the East 75 feet thereof; less roads.

We have subscribed our names hereto and request that the Lynden City Council allow us to circulate a Petition of Annexation to the City of Lynden, Whatcom County, Washington, that is consistent with the request made herein.

Dated this 26th day of January, 2023.

By: Carol Weg 400318 365/228 0000 Carol Weg
Print Name Parcel Number Signature

Richard Weg

Rich Weg

REQUEST TO CIRCULATE
PETITION OF ANNEXATION TO THE CITY OF LYNDEN

To: The Honorable City Council of Lynden, Washington

We, the undersigned being the owners of more than 10 percent (10%) in value according to the assessed valuation for general taxation of the property hereinafter described, and which property is contiguous and adjacent to the incorporated City of Lynden, Washington, do by these presents, request that the Lynden City Council allow us to circulate a petition of annexation to incorporate said real estate in to the city limits of the City of Lynden and annex the same thereto as part of the City of Lynden.

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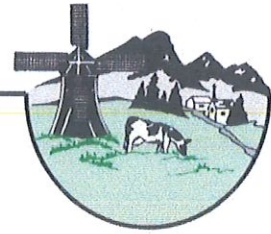
We have subscribed our names hereto and request that the Lynden City Council allow us to circulate a Petition of Annexation to the City of Lynden, Whatcom County, Washington, that is consistent with the request made herein.

Dated this ____ day of _____, 2023.

By: Carol Weg 400318 365/228 0000 _____
Print Name Parcel Number Signature

CITY OF LYNDEN

ANNEXATION APPLICATION



City of Lynden use only:
Annexation # _____ **Staff Initials:** _____

Property Information

Application is hereby made for annexation to the City of Lynden of the property described as follows. Please provide a complete legal description, parcel numbers for all parcels involved as well as a common description of the property to be annexed (attach a separate sheet if necessary).

400318 365/228 0000
 8634 Double Ditch Road

Property dimensions 1935 X 1340 = 45.11 ^{- 5 acres =} square feet acres

Current Zoning Designation (County): UGA

City Zoning Designation (Once Annexed): RM-PC

Application Information

Applicant Name: Richard & Carol Weg

Address: 8634 Double Ditch Road

Telephone Number: 360-483-8232 E-mail Address: wegwaydairycaol.com

By signing this application, I certify that all the information submitted is true and correct.

Applicant's Signature: Carol E. Weg **Date:** 01-13-2023

Whatcom County Assessor & Treasurer

Property Search Results > 180174 RICHARD D & CAROL E WEG for Year 2022 - 2023

Property

Account

Property ID:	180174	Abbreviated Legal Description:	NW SE-SE SW NE-EXC E 75 FT THEREOF-LESS RD
Parcel # / Geo ID:	4003183652280000	Agent Code:	
Type:	Real		
Tax Area:	4031 - 504 R L F21 C10 LPR	Land Use Code:	83
Open Space:	Y	DFL:	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T40N	Section:	18
Range:	R03E	Legal Acres:	45.1100

Location

Address:	8634 DOUBLE DITCH RD LYNDEN, WA	Mapsco:	
Neighborhood:	2240011000 SFR-AC	Map ID:	2JMS_L-S18
Neighborhood CD:	2240011000		

Owner

Name:	RICHARD D & CAROL E WEG	Owner ID:	498345
Mailing Address:	8634 DOUBLE DITCH RD LYNDEN, WA 98264-9794	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Taxes and Assessment Details

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$509,506	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$32,504	
(+) Curr Use (HS):	+	\$0	\$0
(+) Curr Use (NHS):	+	\$1,347,122	\$76,251
<hr/>			
(=) Market Value:	=	\$1,889,132	
(-) Productivity Loss:	-	\$1,270,871	
<hr/>			
(=) Subtotal:	=	\$618,261	
(+) Senior Appraised Value:	+	\$0	
(+) Non-Senior Appraised Value:	+	\$618,261	
<hr/>			
(=) Total Appraised Value:	=	\$618,261	
(-) Senior Exemption Loss:	-	\$0	
(-) Exemption Loss:	-	\$0	
<hr/>			
(=) Taxable Value:	=	\$618,261	

Map List

Taxing Jurisdiction

Improvement / Building

Sketch

Property Image

Land

Roll Value History

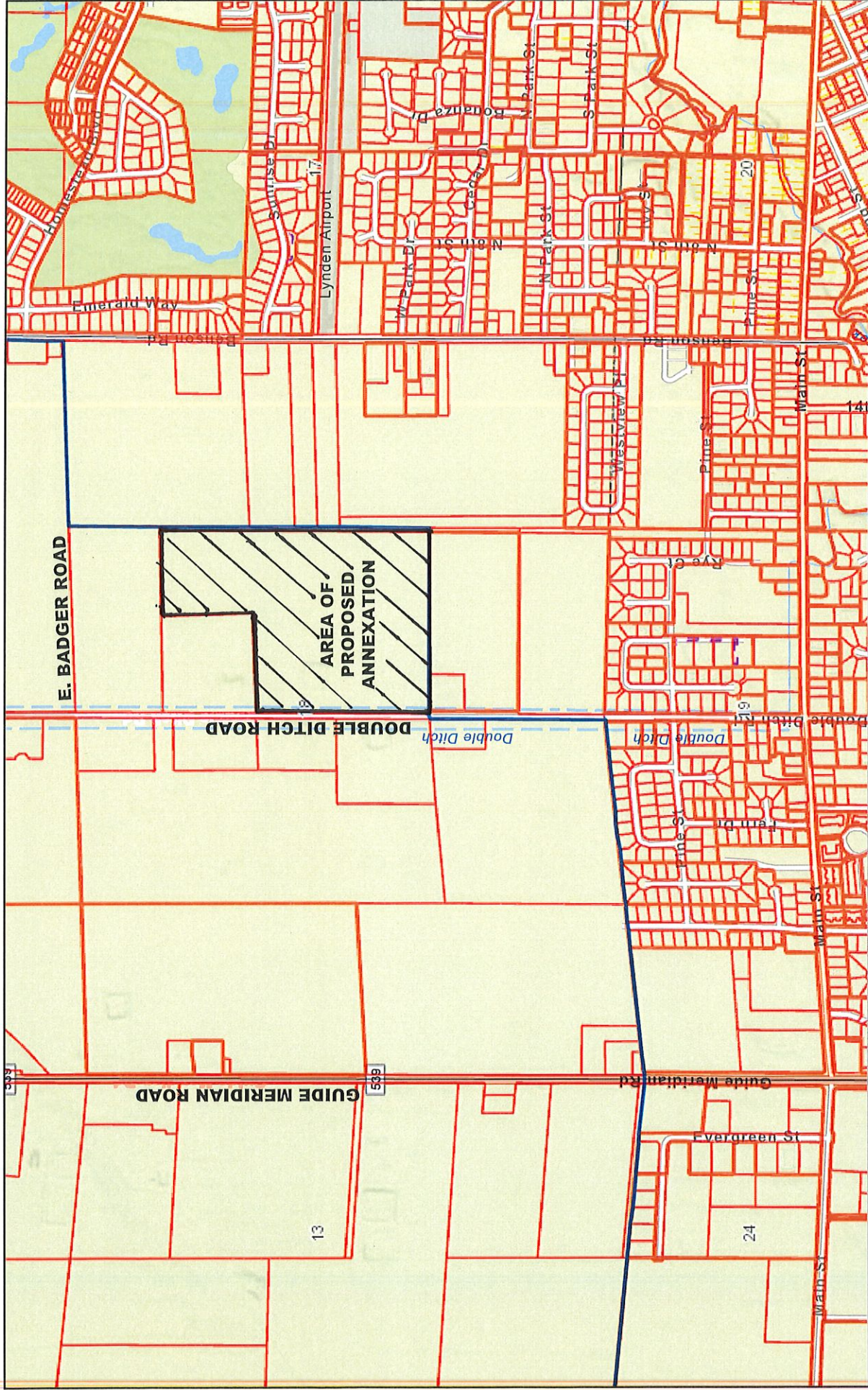
Deed and Sales History

Payout Agreement

[Assessor Home](#)

[Treasurer Home](#)

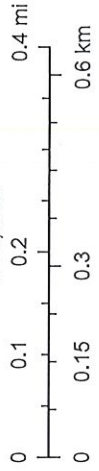
EXHIBIT A



1/23/2023, 11:17:07 AM

-  Subdivisions
-  Tax Parcels
-  Lots
-  Encumbrances
-  Sections
-  City Boundaries

1:18,056



Whatcom, Esri, NASA, NGA, USGS, FEMA, Esri Community Map Contributors, Whatcom County, WA State Parks GIS, Esri, HERE, Garmin

TOWNSHIP: 40
 RANGE: 03
 SECTION: 18
 MAP NO.: 01

KEY MAP:

12	07	08
13	18	17
24	19	20



Legend for map symbols:

- Tax Parcels (solid line)
- Plats (dashed line)
- Lots (dotted line)
- Section Lines (long dashed line)
- Ctr. Section Lines (short dashed line)
- City Limits (dash-dot line)
- Annexations (dotted line)
- Railroads (line with cross-ticks)
- Pipelines (line with cross-ticks)
- Waterlines (line with cross-ticks)
- Waterbodies* (stippled area)

Whatcom County Assessor's Office
 Jan. 03, 2023

The map is for assistance in property location and is not guaranteed for exact measurements.

Geographic Tax Parcel Numbers (GTN) are a 14-digit number derived from a combination of the township, range, section, and the parcel's coordinates of the geometrical center of the parcel, plus four trailing zeroes. The leading zeroes are the same location as the primary parcel, such as, a section or a, a block or b.

*Waterbodies provided for reference only. They have not been verified by the Assessor's Office. For information visit www.whatcomcounty.us/177/Assessor



CITY OF LYNDEN

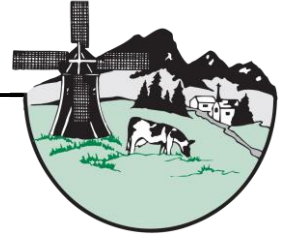
EXECUTIVE SUMMARY



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Public Works Committee Meeting Minutes February 8, 2023	
Section of Agenda:	Other Business	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	February 8, 2023 Draft Public Works Committee Meeting Minutes.	
Summary Statement:	Draft minutes for the February 8, 2023 Public Works Committee meeting.	
Recommended Action:	For Review	

CITY OF LYNDEN

PUBLIC WORKS DEPARTMENT
360-354-3446



PUBLIC WORKS COMMITTEE MINUTES

4:00 PM February 8, 2023
City Hall 2nd Floor Large Conference Room

CALL TO ORDER

Members Present: Councilors Gary Bode, Ron De Valois, and Jerry Kuiken

Members Absent: Mayor Scott Korthuis with notice

Staff Present: City Administrator John Williams; Public Works Director Steve Banham; Programs Manager Mark Sandal; and Sr. Admin. Assistant Jessica King

Public Present: Lesa Kroontje, Roger Van Dyken, Marty Gering, David Vos

ACTION ITEMS

1. **Approve Minutes from January 11, 2023**

De Valois motioned to approve the minutes and Kuiken seconded the motion.

Action

The minutes from January 11, 2023, were approved.

2. **Request to Bring Judson-8th Street LID Bids Directly to March 6 City Council**

Sandal explained that the City is required to have two bid advertisements for this project (February 8 and 15, 2023), and that the bid opening is scheduled for February 23rd.

Action

The Public Works Committee concurred that award for bid for the Judson-8th Street LID project be presented directly to City Council upon Committee review of the bid tabulation.

3. **Authorization to Accept Loan for Judson - 9th Street Project**

Banham presented the description of the loan terms and the Resolution required to accept the funding. He noted that the Resolution in the meeting packet had incorrect financial details. The 9th Street project was awarded a grant in the amount of \$537,991.00 and a loan in the amount of \$179,330.00 (including \$44,832.00 forgivable principal) at a 0.8% interest rate plus 0.3% administrative charge.

Banham said this is a "Low Impact Development" demonstration project. Sandal explained that this project would have pervious paving.

Action

The Public Works Committee concurred to recommend forwarding Resolution No. 23-1061, authorizing the City to accept Washington State Department of Ecology funding for the Judson-9th Street project, to City Council for approval.

4. Public Works Board Pine Street Funding Agreement

Banham explained the agreement that would be forwarded to Council and explained that the box culvert design for this project could also be applicable to the Pepin Parkway bridge.

This \$5.5 Million loan is for a 20-year term at 1.39%. Sandal pointed out that the interest rate would decrease if the project is completed within five years.

Action

The Public Works Committee concurred to recommend forwarding the Public Works Board funding agreement to City Council for approval.

5. Duffner Mobile Home Park - West Front Street Improvements

As discussed at the Public Works Committee meeting on January 11, 2023, the Duffner Mobile Home Park owner, Norm Sangha, would like to amend the original Vellema agreement for West Front Street frontage improvements which currently are triggered when the Park reaches 32 approved units. At that meeting, the Committee requested that Sangha provide a draft amendment revising that original agreement.

Starkenbug presented a draft amendment and discussed the changes proposed in the amendment.

First, increase the allowed maximum units in the mobile home park from 42 units to 46 units. Second, it clarifies the specific frontage improvements the City would require at that time – three-quarter street per City standard. Third, it would update and clarify the triggers for those street improvements. The three triggers would be a) the number of units, b) the establishment of an LID by the City, and c) construction with a latecomer initiated by the City (assessment reimbursement area).

Banham discussed how the Duffner extension could be completed with the planned emergency replacement of the failed culvert on West Front Street at Duffner Creek.

Sandal said the Planning Department is reviewing the proposed amendment to ensure it is consistent with the existing conditional use permit. Banham added that the City attorney is also reviewing the amendment.

Action

The Public Works Committee concurred to recommend that staff finalize the agreement after input from the Planning Department and the City attorney and then forward it to City Council for approval.

INFORMATION ITEMS

6. Annual Accomplishments - 2022

Banham presented the 2022 Public Works accomplishments, noting that 2022 was another very productive year. He noted that this will be included with the minutes in the next City Council packet.

7. Six Year Transportation Improvement Plan (STIP 2024-2029)

Banham presented last year’s Six Year Transportation Improvement Plan (STIP), noting that the projects that will be completed this year have been grayed out.

Sandal said that staff will look at life cycle analysis, for different paving materials, for the upcoming Main Street intersection project. Night or weekend paving are also being considered to minimize impact.

Banham discussed the following projects that the Committee should consider adding to the STIP:

- A. East Front Street Settlement Repair – for the permanent repair;
- B. First Street Overlay (Front St to City Limits) – Hannagan down the hill and a left turn lane (TIB Grant Application planned for 2023);
- C. Liberty Street Pedestrian Gap Elimination between 15th and 16th Streets.

Kuiken asked if the start date of the Judson Alley project could be moved up, especially to accommodate delivery truck traffic. Bode agreed and added that moving up the start date would help with downtown revitalization. He also discussed the need for additional parking and wondered if there were opportunities for adding this along Judson Alley. Banham suggested applying for future EDI funds to make this possible.

8. ADA Plan Exhibits

Banham said staff is continuing to work on the ADA Plan. Banham said that staff is prioritizing ADA areas near schools, shopping areas, and the fairgrounds. A plan must be provided describing how over time the ADA transition and updates will be accomplished. The Committee discussed the timing and funding sources for these projects.

9. Woodfield Village Tree Trimming - City Participation

Banham said that tree trimming in the Woodfield Village neighborhood was done by the HOA in 2021. In 2022, additional trees were identified to the HOA that needed to be topped. The Airport Board recommended that the City pay half of the expenses paid by the Woodfield Homeowners Association (\$3,804.50 total) because of the additional expense of the second trimming.

Action

The Public Works Committee concurred that the City participate in the cost of the Woodfield Village tree trimming expenses and pay half of the Woodfield Homeowner Association’s invoice.

10. Pepin FASST (Flood, Agriculture, Salmon, Safety, Transportation) RAISE (Rebuilding American Infrastructure with Sustainability and Equity) Grant Application

Banham identified the letters of support that have been provided, and additional ones that were being sought.

Banham said that the City has received the support of the Washington State Department of Transportation’s Secretary of Transportation for this project.

The deadline for application is February 28th.

11. Ecology Funding Received

Judson - 10th Street \$1,794,610 (\$1,525,419 Grant and \$269,191 Loan, 85%/15% split)
Wastewater Treatment Plant Expansion \$1,978,000 Loan

Bode asked about the terms of the loans. Banham said that both loans are 20-year loans with a 1.2% interest rate.

The WWTP loan will get design to 30% and set the project up for a design-build process similar to the WWTP maintenance building.

12. Projects Update

Pepin Creek Main Street Bridge

Sandal said that the asphalt plants are scheduled to open in March. He also said that the overflow on the south side of the existing creek section will be about eight feet lower than the existing grade, but above the high-water mark.

Guide Meridian Pump Station

Sandal said that the gravity sewer is complete, and Colacurcio will begin on the sewer force main next week, which extends along the Guide Meridian to the Safeway gas station.

South Park Water/Street/Sidewalk Improvements

Working on curb, gutter, and sidewalk. Paving scheduled for late February/early March.

NW Fair and Event Center Stormwater Improvements

Working on shoreline clarification for Planning Department. Work to begin later this month.

Cedar Drive Utility and Street Improvements

Banham presented two options being considered for Cedar Drive:

- 1) Replacing existing asphalt pavement, similar to the South Park Street (east of Depot Road) project, to minimize the requirement for new storm drainage,
- 2) Repaving the existing street and constructing pervious concrete parking shoulders to provide a more full-width improvement and to address stormwater at the same time. This is a more expensive option.

Kuiken asked what is planned for Vos’s property to reroute the pipe located under the garage. Banham said the pipe would be filled and abandoned. The new stormwater line would be rerouted under the roadway.

Van Dyken asked how deep the sewer would be. Banham said that the new sewer pipe would be in the road, with a new pump station and a deeper sewer line to allow for future development at the east end of Cedar Drive.

Vos expressed possible issues with the pervious material adding to the existing flooding issues in his and other neighbors' basements. Banham said they would address the pervious materials and flooding when the engineer team meets with the neighbors.

Gehring asked about the curbs that don't line up currently and the utility poles that are in the right of way. Banham said that would be corrected. Bode said the utilities would correct any poles in the right of way and this will be part of the road project. Banham agreed that the engineering team will look at the location of the existing utility poles to ensure they are not in the way.

Gerhring asked about the sidewalks and if they would be installed. Banham said neither option includes sidewalks; however, this can be discussed at the neighborhood meeting.

Van Dyken asked about undergrounding electric and cable utilities and narrowing the street to slow traffic. Bode said that the City couldn't force utility companies to do this at no cost and expressed concern about the very high expense. Bode suggested that Van Dyken discuss his concept ideas at the neighborhood meeting. Banham agreed.

8691 Benson Road

Fire Department training burn scheduled before early spring.

3rd and Main Intersection Repairs

Developing design scope and budget [see item 7 above].

Jim Kaemingk Trail Extension - Depot to 8th

Williams said that staff is working through the City's Federal lobbyist and the offices of Patty Murray and Rick Larsen to complete review by National Marine Fisheries Services and obtain an Army Corps permit.

Judson-8th Street Stormwater LID

Ad for bid February 8 and 15. Bid opening scheduled for February 23rd [see action above].

WWTP Maintenance Building

Meeting regularly with Trane on accelerated schedule. Aiming to bring design-build contract to City Council June 19th for approval. Expected to bring 30% design to May Public Works Committee. Four bays with two additional bays as additive bid items. Trane is researching energy grant opportunities.

Bender Road Waterline

Staff is working on project closeout. After-hours emergency work performed by City crews will be billed to the contractor (damage to existing pipe, unsafe excavations).

East Front Street Stabilization

Reducing the scope of the emergency project awarded to DeKoster Excavating by removing east end and expanding west end. Looking to solicit separate bid later in 2023 for a permanent solution to the east end.

Guide Meridian Utilities (Sewer and Water)

Moving forward with sewer extension from Front Street to north of 8170 Guide Meridian (AM/PM). This work will be done as a reimbursement assessment area to the future benefitting properties. Hoping to go out for bid in late March.

Mouw Ditch

Whatcom County Flood is going to provide funding to Bertrand Water Improvement District for Hydraulics and Hydrology study and potentially a fish survey.

Managed Aquifer Recharge (MAR)

Test wells are in place gathering data on best location based upon winter performance. Meeting regularly with Ecology staff.

West Front Street Reconstruction

Underground utilities complete. Working with Puget Sound Energy on electrical for future development. Paving is scheduled for late February/early March.

13. Fluoride Discussion Follow -Up

Bode presented the water analysis report from Edge Analytical for the raw and finished water. Banham explained the reported levels in the test results versus the detection limits and State Reporting Levels on the chart. Bode asked if finished water was also the fluoridated water. Banham said that it was.

NEW BUSINESS:

14. Updates for the Airport

Banham presented 2022 airport fuel sales and photos of the new security camera and signage that will hopefully discourage vandalism.

15. Dumpster – “Shut It” Stickers

Sandal explained that staff is in possession of the “Shut It” dumpster stickers. The purpose is to prevent dumpster runoff into storm drains as part of the stormwater quality program under the City’s NPDES permit.

ADJOURNMENT: The meeting was adjourned at 5:46 p.m.

NEXT MEETING: March 8, 2023

Edge Analytical Test Results Summary

Contaminant	Raw Water Analysis		Finished Water Analysis		
	Test Results mg/L	Method Detection Limit (MDL) mg/L	Test Results mg/L	State Reporting Level (SRL) mg/L	Maximum Contaminant Level (MCL) mg/L
MERCURY	ND	1.90E-05	ND	0.0002	0.002
ARSENIC	0.0023	0.0005	ND	0.001	0.010
BARIUM	0.0440	0.00011	0.0092	0.001	2
CADMIUM	0.00013	9.00E-05	ND	0.001	0.005
CHROMIUM	0.0134	0.00036	ND	0.001	0.1
SELENIUM	0.00026	0.000222	ND	0.001	0.05
BERYLLIUM	0.00020	0.00012	ND	0.0003	0.004
ANTIMONY	0.0036	0.0004	ND	0.001	0.006
THALLIUM - EPA Regulated (Secondary)	0.00014	0.0001	ND	0.0001	0.002
LEAD ***	n/a	1.60E-05	ND	0.001	0.015
COPPER	0.0092	7.30E-05	ND	0.005	1.30

NOTES:

* SRL (State Reporting Level); indicates the minimum reporting level required by the Washington Department of Health (DOH).

**MCL (Maximum Contaminant Level) the maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L.

*** From a 2021 Test Result

2022 Accomplishments

Public Works Project Administration

Projects Completed:

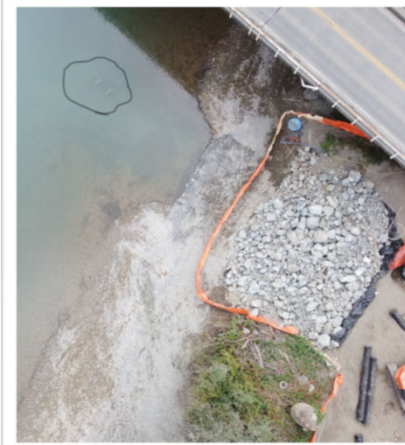
- ▶ Industrial Condensate Pipeline Outfall - Upstream of Hannegan Road Bridge
- ▶ Grover Street Overlay (3rd to Lawrence) (TIB Grant)
- ▶ Bender Road Watermain (North of City Limits)
- ▶ South Park Waterline and Overlay (EDI Grant/Loan)
- ▶ West Front Street Reconstruction (EDI Grant/Loan)
- ▶ 6th Street CIPP

Projects Advanced:

- ▶ Main Street Bridge
- ▶ Judson Street at 8th - Final Design
- ▶ Managed Aquifer Recharge (Ecology Grant)
- ▶ Property Acquisition - 8691 Benson Road
- ▶ West Front Street Culvert Emergency Repair
- ▶ Jim Kaemingk, Sr. Trail Gap (Depot Road to 8th Street)
- ▶ Community Center Renovation - Architect Selected
- ▶ Pump Station #17



Grover Overlay (3rd to Lawrence)



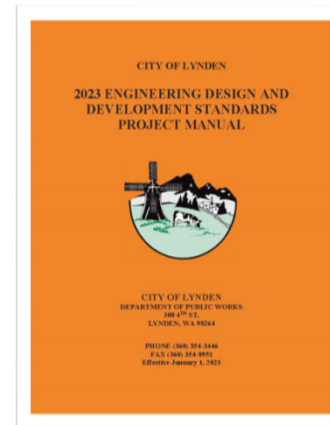
Industrial Condensate Outfall Diffusers



Main Street Bridge

2022 Accomplishments General Administration

- ▶ **Staff Changes**
 - ▶ Markus Fakkema and Chris Leach hired - Maintenance Journey
 - ▶ Jeff Hendriks hired - Maintenance Electrician
 - ▶ Nate Keeley hired - Plants Operator
- ▶ **Lynden Municipal Airport**
 - ▶ New Airport Board member Bryant Paulsen appointed
 - ▶ Replace fuel pump and dispenser
- ▶ **2023 Design and Development Standards Project Manual adopted**
- ▶ **New City Website Adopted**
 - ▶ Stormwater Management page added
 - ▶ Capital Projects page revised
- ▶ **ADA Transition Plan Started**
- ▶ **Water Quality Report made available online and in three languages (English, Spanish, and Punjabi)**



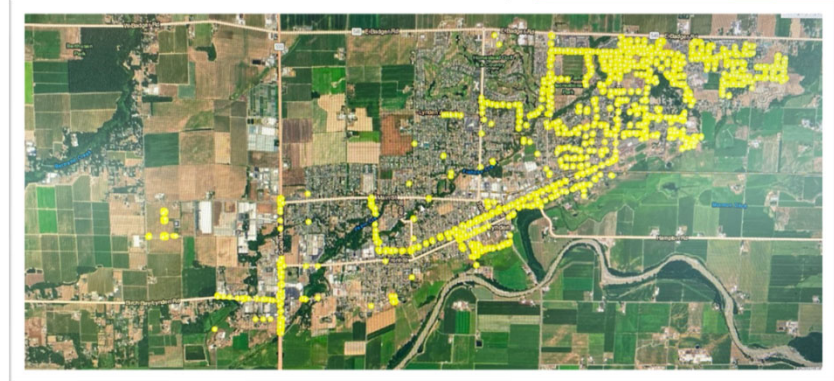
2023 Design Standards
Manual



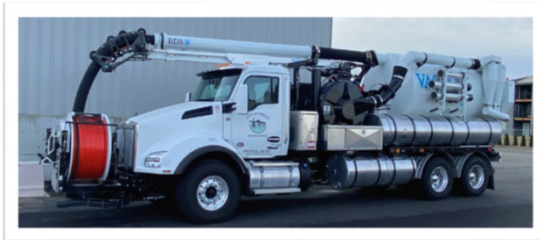
Water Quality Reports

2022 Accomplishments Street & Utility Systems

- ▶ December Snow Event - worked 12-hour shifts to clear snow and ice from streets the week leading up to Christmas
- ▶ Replaced numerous damaged sidewalk sections
- ▶ Storm drain inspection and cleaning (NPDES requirement)
- ▶ Emergency waterline repairs and meter reading
- ▶ Rec Center siding replacement completed, landscaping installed, pool deck resurfaced
- ▶ Crack sealed 4 lane miles of street and replaced raised pavement markers.
- ▶ Purchased new Vector
- ▶ Received new 5-yard dump truck (ordered in 2020)



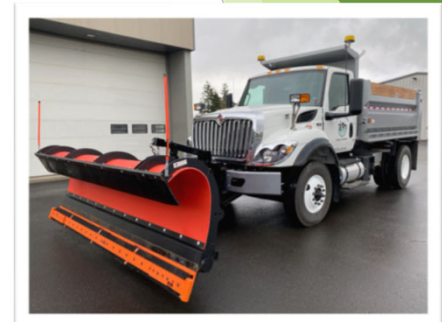
2022 Catch Basins Cleaned



New Vector



Sidewalk Replacement



5-Yard Dump Truck

2022 Accomplishments

Water/Wastewater Plant Operations

Water

- ▶ Lagoon dredged out and valve replaced (west of WWTP)
- ▶ Upgraded mixer in dewatering sludge tank.



Ditch Rotor Gearbox



P.S. #6 Rehab.

Wastewater

WWTP:

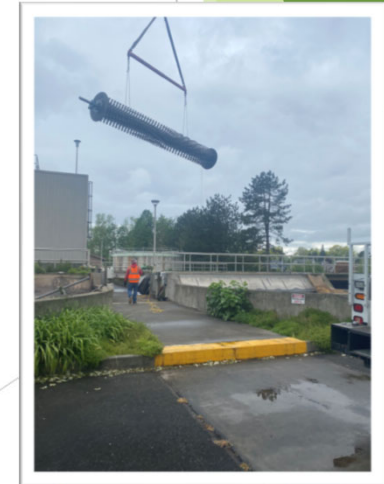
- ▶ Received 13th consecutive award from Ecology for excellent wastewater treatment plant performance
- ▶ Headworks 3w (plant reuse) water copper piping replaced.
- ▶ Clean Digester 2 at WWTP
- ▶ Clarifier 2 gearbox rehab
- ▶ Compost biofilter rehab
- ▶ Ditch Rotor rehab

Pump Stations:

- ▶ Pump Station #2 (1900 Kok Rd.) check valves replaced
- ▶ Pump Station #6 (726 E. Front St.) Rehab.



Digester 2
Cleaning



Ditch Rotor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 21, 2023	
Name of Agenda Item:	Calendar	
Section of Agenda:	Other Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: N/A
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	Calendar	
Summary Statement:	Calendar	
Recommended Action:	Not an action item, information only.	

February 21, 2023

Tuesday

10:00 AM - 11:00 AM

**Copy: Airport Board Meeting -- City Hall 2nd Floor Large Conference Room
Welcome Board Members & Guests,**

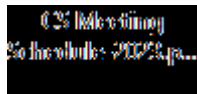
The Airport board meeting will be in person at City Hall, 2nd Floor Conference room. The meeting takes place the third Tuesday of each month at 10:00 A.M.

4:00 PM - 5:00 PM

Copy: Parks Committee Meeting -- City Hall 1st Floor Large Conference Room

4:30 PM - 5:00 PM

Copy: Civil Service Meeting -- City Hall 2nd Floor Large Conference Room



Please see attached proposed meeting schedule for 2023.

7:00 PM - 9:00 PM

Copy: City Council Meeting -- Annex Council Chamber

February 22, 2023

Wednesday

4:00 PM - 6:00 PM

Community Development Committee -- City Hall 2nd Floor Large Conference Room

February 23, 2023

Thursday

7:00 PM - 10:00 PM

Planning Commission -- Annex Council Chamber

March 1, 2023

Wednesday

8:30 AM - 5:00 PM

Court -- Annex Council Chamber; Annex East Training Room; Annex North East Conference Room; Annex South East Conference Room

March 1, 2023 Continued
Wednesday

March 2, 2023
Thursday

2:00 PM - 4:00 PM TRC -- City Hall 2nd Floor Large Conference Room

March 6, 2023
Monday

7:00 PM - 9:00 PM Copy: City Council Meeting -- Annex Council Chamber