

CITY OF LYNDEN

CITY COUNCIL



City Council - Regular Meeting
Annex - 205 Fourth Street
July 15, 2024

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Summary Reports and Presentations

Approval of Minutes

- [1.](#) Council Meeting Draft Minutes

Citizen Comment

Consent Agenda

- [2.](#) Award Contract for Utility Rate Study
- [3.](#) Professional Services Agreement for Judson/10th Street Design
- [4.](#) Third Amendment to Forge Fitness Lease
- [5.](#) Request for Donation Acceptance- Korthuis
- [6.](#) Mt. Baker Rotary Club Donation Approval
- [7.](#) Lynden Municipal Airport Advisory Board Appointment
- [8.](#) Resolution 24-1102-Authorizing Local Government Investment Pool
- [9.](#) Resolution 24-1100-Decrease the Revolving Fund
- [10.](#) Ordinance 24-1690-Amend LMC Related to Petty Cash

Public Hearing

Unfinished Business

New Business

Reports

- [11.](#) Draft Public Works Committee Meeting Minutes – July 1, 2024
- [12.](#) Approval of Payroll June 2 to 29, 2024
- [13.](#) Review of Claims - June 18 to July 15, 2024

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	Council Meeting Draft Minutes	
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: None
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft council minutes.	
Summary Statement:	N/A	
Recommended Action:	Review and approval of draft council minutes.	

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



July 1, 2024

1. CALL TO ORDER

Mayor Korthuis called to order the July 1, 2024 regular session of the Lynden City Council at 7:00 p.m. in the city's council chambers.

PLEDGE OF ALLEGIENCE

OATH OF OFFICE – None.

ROLL CALL

Members present: Councilors Gary Bode, Lee Beld, Gary Vis, Brent Lenssen, Nick Laninga, Kyle Strengholt and Mark Wohlrab.

Members absent: None.

Staff present: Community Development Director Heidi Gudde, Fire Chief Mark Billmire, Finance Director Laura Scholl, Police Sargeant Randy Humphreys, Public Works Director Jon Hutchings, City Clerk Pam Brown, City Administrator John Williams and City Attorney Bob Carmichael.

SUMMARY REPORTS AND PRESENTATIONS – None.

APPROVAL OF MINUTES

Councilor Beld moved, and Councilor Vis seconded, to approve the June 17, 2024 regular council minutes. Motion approved on 6-0 vote. Councilor Wohlrab arrived at 7:05 pm so did not vote on this item.

CITIZEN COMMENT – None.

2. CONSENT AGENDA

Set Public Hearing Date to Consider ORD-24-1688, Amending LMC 17 & 19, Regarding the City's Sign Regulations

RES-24-1098, Request to Cancel Check

RCW 39.56.040 states that any registered or interest bearing warrants of any municipal corporation not presented within one year of the date of their call, or other warrants not

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CITY COUNCIL MINUTES OF REGULAR MEETING



presented within one year of their issue, shall be canceled by passage of a resolution of the governing body of the municipal corporation, and upon notice of the passage of such resolution the auditor of the municipal corporation and the treasurer of the municipal corporation shall transfer all records of such warrants so as to leave the funds as is such warrants had never been issued; and RCW 35A.40.020 provides code cities with the ability to pay claims via warrant or check and additionally states: "Wherever in this title, reference is made to warrants, such term shall include checks where authorized by this section."

Check Numbering: 29611 has not and will not be presented for payment; and should be canceled

Motion made by Councilor Bode seconded by Councilor Strengholt to approve the Consent Agenda. Motion approved 6-0. Councilor Wohlrab arrived at 7:05 pm so did not vote on this item.

3. PUBLIC HEARING – None.

4. UNFINISHED BUSINESS

ORD-24-1687 Annex of the Weg Property

City Council passed Resolution 24-1090, a resolution of intent to annex the property owned by Rick and Carol Weg as represented by Annexation Application 23- 01 at the January 16, 2024 council meeting. This property includes approximately 45 acres of the City's Urban Growth Area on the northwest edge of the city and the portion of Double Ditch Road right-of-way it fronts.

Per the Pepin Creek Subarea Plan, the property is slated to be added to the city with a zoning category of Residential Mixed Density (RMD) which allows single family homes and duplexes on a variety of lot sizes. Following the Resolution of Intent the annexation request was sent, as required by interlocal agreement, to the Boundary Review Board. The comment period of the Board closed with no concerns regarding the annexation. Ordinance 24-1687 is the final action needed to add the Weg property to the City of Lynden.

Motion made by Councilor Lenssen seconded by Councilor Laninga to approve Ordinance 24-1687 annexing the Weg property as represented by City of Lynden annexation application 23-01, and Boundary Review Board application 24-01, and to authorize the Mayor's signature on the document. Motion approved 6-0. Councilor Wohlrab arrived at 7:05 pm so did not vote on this item.

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CITY COUNCIL MINUTES OF REGULAR MEETING



ORD-24-1689 Regarding Fluoridation of the City's Water Supply

At the June 3, 2024 Council meeting a motion was made to direct staff to draft an ordinance to repeal LMC 13.04.440 (Fluoridation Authorized) and ordinance no. 371 from 1959, regarding adding fluoride to the city's water supply.

Motion made by Councilor Bode seconded by Councilor Strengholt to adopt Ordinance 24-1689 regarding fluoridation of Lynden's water supply. Fluoridation of the City's water will cease once the City's current supply of fluoride is exhausted. Motion approved 4-3. Motion approved.

Mayor Korthuis provided members of council and the city clerk a written veto of Ordinance 24-1689. The veto was read into the record and will be included in the official file.

RES-24-1099 Regarding Fluoridation of the City's Water Supply - ***This item pulled from the agenda.***

5. NEW BUSINESS- None.

6. REPORTS

Approval of Payroll and Claims:

Claims dated 5-21-2024	Payroll dated May 5-May 18, 2024
Claims dated 6-4-2024	Payroll dated May 19-June 1, 2024
Claims dated 6-11-2024	

Council had a discussion regarding the process for council review of the Pepin Creek project. Council will provide input for staff at the next council meeting.

Mayor Korthuis officially introduced Finance Director Laura Scholl to council.

7. EXECUTIVE SESSION

Council did not hold an executive session.

CITY OF LYNDEN

CITY COUNCIL
MINUTES OF REGULAR MEETING



8. ADJOURNMENT

July 1, 2024 regular session of the Lynden city council adjourned at 7:22 p.m.

Pamela D. Brown, City Clerk

Scott Korthuis, Mayor

DRAFT

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	Award Contract for Utility Rate Study	
Section of Agenda:	Consent	
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:		
FCS Group Scope of Work FCS Group Budget		
Summary Statement:		
<p>The City recently solicited proposals for a Utility Rate Study to occur in 2024 and 2025. The study will include a comprehensive study of the City’s sanitary sewer rate structure. Similar studies of water and stormwater utility rates may follow.</p> <p>The purpose of the initial targeted sewer rate study is to analyze current and expected cost burdens against the existing rate structure, to evaluate rate equity within the system, and to provide rate recommendations designed to fully fund utility expenditures for 20 years. The study will also provide insight for the long-term viability and financial strength of the utility as funding to expand the capacity of the Wastewater Treatment Plant has an estimated construction cost of \$24 Million.</p> <p>Two proposals were received, with majority of staff recommending to contract with FCS Group. Their proposed scope and budget are attached.</p> <p>The Public Works Committee reviewed the proposal at their meeting on July 1, 2024, and recommended entering into a contract with FCS Group, who demonstrated more experience with cities of Lynden’s size within the timeline required by staff.</p>		
Recommended Action:		
That City Council award the contract for the Utility Rate Study to FCS Group and authorize the Mayor’s signature on the contract.		

ATTACHMENT A

SCOPE OF SERVICES – 2024 SEWER RATE & GFC STUDY

Task 1: Project Initiation & Management

The Consultant will attend an initial “kickoff” meeting with the City’s project team, which will ideally include representatives from departments that address financial, engineering, customer service, and administrative issues. This meeting will establish a foundation for the project by covering the project scope, objectives, deliverables, schedule, and lines of communication. This task also includes the Consultant’s efforts related to project setup, administration, and ongoing management.

Task 2: Data Collection

The Consultant will provide a data needs list to the City outlining key financial information required to complete the tasks outlined in the proposed work plan and kickoff meeting and will review/validate data that the City provides for inclusion in the study. Validating the data used in the study promotes analytical consistency and integrity throughout the rate study process and can uncover data anomalies that would otherwise impact the study’s forecasts and allocations.

Task 3: Financial Plan

The Consultant will develop a multi-year financial plan to meet the sewer utility’s anticipated operating and capital needs. While this plan will consider a 20-year planning period, it will focus on defining revenue needs and sewer rate recommendations over a six-year period given the potential for changes in economic conditions, regulatory requirements, and other key assumptions over time. Work to be completed as part of this task includes:

- **Operating Forecast.** Initially based on the sewer utility’s budget, the forecast of operating revenues and expenses will incorporate inflation and other cost increases (e.g. salaries and benefits) as appropriate. It will also consider changes in staffing and/or program activities anticipated by City staff.
- **Capital Forecast.** The Consultant will develop a forecast of capital project costs based initially on the City’s sewer capital improvement plan (CIP), with adjustments for future inflation as appropriate. This task includes developing a funding strategy for the CIP that considers available resources from rate revenues, general facilities charges (GFCs), developer contributions, existing reserves, and debt (if needed). The Consultant will estimate the financial impacts of debt issued as part of the capital funding strategy.
- **Revenue Sufficiency Analysis.** The Consultant will evaluate the adequacy of current revenues in meeting both cash flow needs and any applicable debt service coverage requirements, developing a multi-year strategy of annual rate adjustments.
- **Sensitivity Analysis.** In collaboration with the project team, the Consultant will develop up to three (3) scenarios to evaluate the impacts of changes to key variables or other factors of interest.

Task 4: Cost-of-Service Analysis

The Consultant will allocate the sewer utility's costs to customer classes based on a methodology consistent with industry-standard ratemaking principles. This analysis will establish a defensible basis for assigning cost shares and defining "equity" among the City's customers in a way that is tailored to the unique characteristics of the City's utility systems and customers. Specific work to be completed as part of this task includes:

- **Functional Cost Allocation:** The Consultant will allocate the sewer utility revenue requirement to functions of service such as customer service, flow (capacity needed to convey customer wastewater to the City's treatment facility), and strength (capacity to treat wastewater, typically measured in terms of biochemical oxygen demand, total suspended solids, phosphorus, and other constituents).
- **Customer Class Cost Allocation:** The Consultant will allocate the costs assigned to each service function among customer classes (e.g. residential, commercial, industrial) based on their relative demands and service characteristics. For example, utility billing costs would generally be allocated among classes based on the number of accounts served; the allocation of flow costs would be based on the estimated wastewater flows for each class. The allocation of strength-related costs would be based on estimated constituent loadings, with the loadings for each customer class determined using a mass-balance analysis. This task envisions the Consultant's use of customer billing data summarized at the class level, rather than a detailed review of customer billing statistics (e.g. monthly water consumption by account).
- **Cost Recovery Phasing Plan:** The Consultant will develop a multi-year strategy to phase in the shifts in cost recovery among customer classes justified by the cost-of-service analysis.

Task 5: General Facilities Charge (GFC) Analysis

RCW 35.92.025 authorizes the City to impose its GFCs as connection charges based on the "cost of the system." The Consultant will calculate GFCs that reflect:

- Existing asset costs, as documented in the City's fixed asset schedules.
- The cost of future capital projects, discussed in the City's planning documents.
- The sewer system's capacity, expressed in terms of equivalent residential units (ERUs). The City's existing sewer GFC schedule defines ERUs for residential users based on the number of dwelling units and for non-residential users based on water meter equivalents (defined by meter size).

This task includes the development of up to three (3) alternatives based on different assumptions and/or methodologies.

Task 6: Documentation

The Consultant will prepare a written report documenting the process, methodology, key assumptions, results, and recommendations of the rate and GFC analyses. Where appropriate, the report will document recommended “best practice” changes to financial policies pertaining to reserve levels and capital project funding.

Task 7: Meetings and Public Process

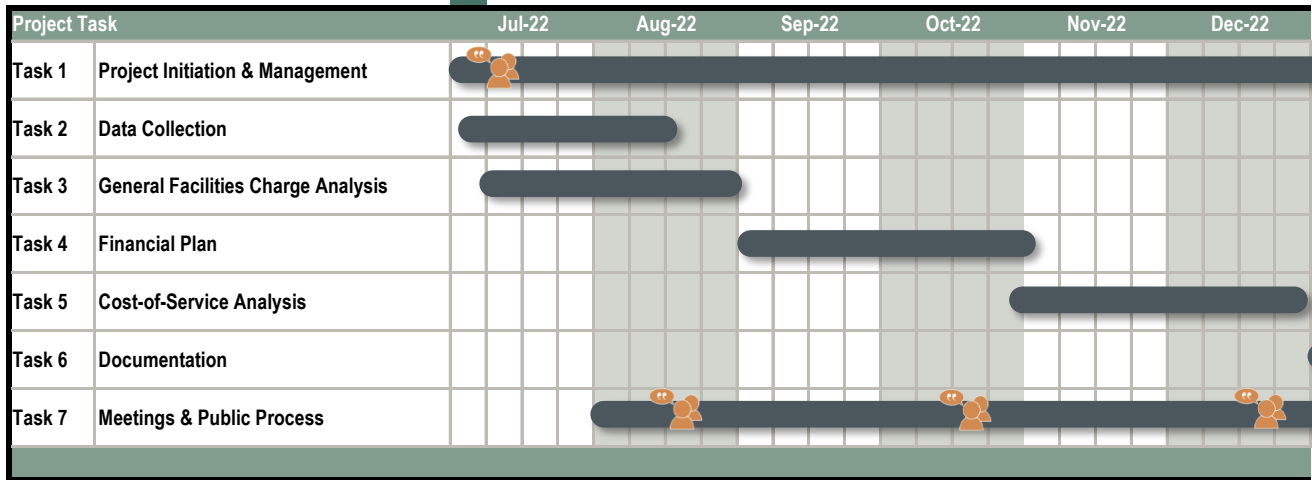
The Consultant will attend and participate in the following meetings, developing presentation materials as needed:

- Up to four (4) virtual review meetings with City staff, up to two (2) hours each.
- Two (2) onsite meetings with the City Council, up to two (2) hours each plus travel time.
- One (1) onsite open house with the public, up to two (2) hours.

Attendance at additional meetings will be billed on a time-and-materials basis, with the City’s authorization.

City of Lynden 2024 Sewer Rate & GFC Study					
Task Detail	Gonzalez Principal	Bozett PC	Admin Support	Total Hours	Budget Estimate
Task 1: Project Initiation & Management	4	6	6	16	\$ 2,870
Task 2: Data Collection	4	6		10	2,240
Task 3: General Facilities Charge Analysis	8	32		40	8,480
Task 4: Financial Plan	8	32		40	8,480
Task 5: Cost-of-Service Analysis	12	64		76	15,920
Task 6: Documentation	6	24		30	6,360
Task 7: Meetings & Public Process	36	48		84	18,960
Labor Total	\$20,280	\$42,400	\$630		\$ 63,310
Expenses					900
Total Cost Estimate					\$ 64,210
Cost Summary					
Total Hours	78	212	6	296	
Billing Rate	\$260	\$200	\$105		

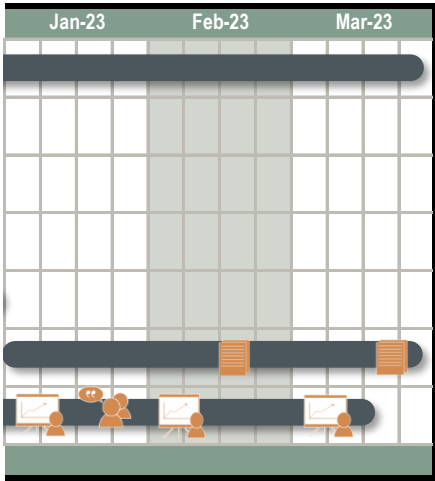
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Staff-Level Meeting




Draft/Final Report

Public Meeting (U)



AC, Council, Public Hearing)

Color Palette Used

Teal	
White	
Light Gray	
Dark Blue	

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	Professional Services Agreement for Judson/10 th Street Design	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" 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:	Professional Services Agreement with Reichhardt & Ebe Engineering	
Summary Statement:	<p>Reichhardt & Ebe Engineering has prepared a scope and budget, for City review, to design the third and final phase of the Judson Street Stormwater Low Impact Development project. This final phase is scheduled to be constructed in 2025. The Ecology-funded project will include the replacement of degraded roadway on 10th Street from Front Street to Judson Street, and on Judson Street from 10th Street to 7th Street. Additionally, sidewalks that are currently compacted gravel and concrete will be replaced with pervious concrete to allow for infiltration. Within the 10th and Judson Street right-of-way, the project will install new curb and gutter to convey runoff to treatment devices and infiltration trenches and will install retaining walls along the south side of Judson Street.</p> <p>The project is the third and final phase of construction that will ultimately reconstruct approximately five square blocks in downtown Lynden between Front Street and Judson Street from 7th to 10th Streets.</p>	
Recommended Action:	That City Council approve the Professional Services Agreement with Reichhardt & Ebe Engineering for design of the Judson/10 th Street project and authorize the Mayor's signature on the agreement.	

CITY OF LYNDEN

PROFESSIONAL SERVICES AGREEMENT

**Judson Street Downtown Low Impact Development (L.I.D.) Demonstration Project –
Phase 3, 10th and Judson Street
City Project Number 2023-04
Plans, Specifications, Estimate, and Construction Management**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024 (“Effective Date”), by and between the City of Lynden, a non-charter code city and municipal corporation (“City”), and Reichhardt and Ebe Engineering, Inc., an Engineering Firm, (“Consultant”). For the purposes of this Agreement, City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, and all exhibits attached and incorporated herein, Consultant agrees to perform the professional services set forth in **Exhibit “A”** (“Scope of Work”). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely provide the professional services set forth in the Scope of Work. The Consultant will make every attempt to complete the work within the estimated budget and time schedule as set forth in the Scope of Work. Should changes or additions to the Scope of Work require the Consultant to expend more time or incur more expenses than anticipated, the Consultant will notify the City, and upon concurrence by the City, an amendment to the Agreement will be prepared and executed as set forth in Section 5.

2. TERM. This Agreement shall have a term of 2 years (“Term”), commencing on the Effective Date, and may be may extended by mutual written agreement of the Parties. Nothing in this section shall prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause as set forth in Section 3.

3. TERMINATION.

3.1 Termination Without Cause. Either Party may, at its sole discretion, terminate this Agreement by giving the other Party a 60-day written Notice of Termination. The City shall pay the Consultant for services rendered under the Scope of Work up to the date such written Notice of Termination is issued, and for such services provided in good faith thereafter up to the effective termination date; provided that, the City shall have the authority to require the Consultant to stop work at any time following issuance of the Notice of Termination by providing such additional written notice.

3.2 Termination with Cause. If the Consultant fails to perform the Scope of Services in the manner called for in this Agreement, or unreasonably delays, postpones, or abandons performance thereof, or if the Consultant fails to comply with any other provision of this Agreement and fails to correct such noncompliance within five (5) business days of receiving the City’s written notice thereof, the City may immediately terminate this Agreement for cause by providing written notice thereof. If payment due from City to Consultant becomes delinquent by more than sixty (60) days, the Consultant may terminate this Agreement.

4. COMPENSATION.

4.1 The City agrees to pay the Consultant on a monthly basis, during the Term, commensurate with portions of the work completed. The Consultant's compensation shall be paid monthly on account, for the services performed during that month, with payment due within 30 days of the invoice date. The City of Lynden, Finance Department, must receive invoices from vendors by the 5th of each month (or the following Monday if the 5th falls on a weekend day) for processing in the current month's run. The Finance Department is required to seek City Council approval to pay invoices during the second City Council meeting of the month (third Monday) before payment can be rendered. **All invoices must include the project name and number and the services rendered, according to the approved Scope of Work, for which payment is to be rendered. Consultant is responsible for providing a cost tracking report for fund allocations and for declining budget balances on invoices. Invoices and supporting documentation will be reviewed for completeness before payment will be authorized.**

4.2 Total compensation to the Consultant shall not exceed the budget allocated as set forth in the Budget set forth in **Exhibit "B"** attached.

5. CONTRACT AMENDMENT. Either Party may request additions, deletions, or other changes to this Agreement, including without limitation, to its scope, term, and time for performance. However, except as otherwise provided in Section 6, no addition, deletion, or change to this Agreement shall be valid or binding on either Party unless such addition, deletion, or change shall be in writing signed by both Parties. Such amendments shall be made a part of this Agreement.

6. UNANTICIPATED REDUCTION IN FUNDING. This Agreement and its ongoing performance shall be contingent on the availability of City funds budgeted for the services described in the Scope of Work. Notwithstanding any provision of this Agreement to the contrary, the City shall be entitled to reduce the scope of the services to be performed, or to terminate this Agreement in its entirety, in the event of any unanticipated reduction in funding or revenue available for the work ("Unanticipated Reduction in Funding"), as determined by the City. The City shall promptly notify the Consultant of any such Unanticipated Reduction in Funding. Should the City elect to terminate this Agreement in response to an Unanticipated Reduction in Funding, the City will pay the Consultant for services rendered under the Scope of Work up to the date such notice is issued.

7. INDEPENDENT CONTRACTOR STATUS.

7.1 The Parties acknowledge, understand, and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, independent contractors, and are not officials, officers, employees, departments or subdivisions of the City. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship or joint venture relationship between the City and Consultant, its employees or subcontractors.

7.2 In the performance of the services herein contemplated, the Consultant is an independent contractor with the authority to control and direct performance of the details of the services; however, the results of the work contemplated herein must meet approval of the City and shall be subject to the City’s general rights of inspection and review to secure the satisfactory completion thereof.

7.3 As an independent contractor, Consultant is responsible for payment of all taxes arising out of Consultant’s activities in accordance with this Agreement, including by way of illustration but not limitation, Federal income tax, Social Security tax, unemployment insurance taxes, and any other Federal, State or local taxes or business license fees, as required. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or regulations, shall be Consultant’s sole responsibility.

8. PROFESSIONAL STANDARDS.

8.1 The Consultant represents that the services shall be performed within the limits prescribed by this Agreement in a manner consistent with that type of care and skill ordinarily exercised by other professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances during the same period of time.

8.2 The Consultant represents that the studies, projections, plans, reports, design drawings, specifications, cost estimates, and all other engineering, consulting, and analytical services furnished under this Agreement will be in accordance with generally accepted professional practices. The Consultant hereby agrees to exercise usual and customary professional care in efforts to comply with all federal, state, and local laws, rules, and ordinances applicable to the work and to this Agreement in force at the time of Consultant's performance of the work hereunder.

8.3 It is recognized that Consultant may or will be performing professional services for other parties during the Term; however, the performance of other services may not conflict or interfere with Consultant’s ability to perform the services contemplated in this Agreement. Consultant agrees to resolve any conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be, involved in Consultant’s selection, the negotiation, drafting, or signing of this Agreement, or the administration or evaluation of the Consultant’s performance.

9. OPPORTUNITY TO REMEDY. The parties agree that in the event of alleged error or omission by the Consultant in performance of services under the Scope of Services due to Consultant’s negligence, the City may notify the Consultant promptly in writing of that fact and allow the Consultant a reasonable time to remedy the problem. Upon notice the Consultant shall promptly review and remedy the problem at the cost of the Consultant. Where responsibility for a problem may be shared by the Consultant and others, the Consultant shall endeavor to remedy the Consultant's share, at the cost of the Consultant, and to cooperate with others involved. If the Consultant demonstrates that it is not at fault for a problem identified by the City under this Section, the City shall reimburse the Consultant for its costs of

investigating the problem. This Section is subject to the City’s right to terminate this Agreement with or without cause, and in no respect diminishes the City’s rights set forth in Section 3 hereof.

10. GENERAL CITY RESPONSIBILITIES. The City shall provide full information regarding its requirements for the services to be performed by the Consultant, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services.

11. INDEMNIFICATION.

11.1 The Consultant agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, and suits arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Consultant in performance of this Agreement, to the extent of the Consultant’s negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, the Consultant’s liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant’s negligence. Consultant shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the same extent and on the same terms and conditions as the Consultant as set forth in this paragraph. The City’s inspection or acceptance of any of Consultant’s work when completed shall not be grounds to avoid any of these obligations to indemnify.

11.2 Consultant expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purpose of the indemnification provided in Section 11.1. The Parties acknowledge that they have mutually negotiated this waiver.

11.3 The City agrees to release, indemnify, defend, and hold the Consultant, its officers, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, fees, penalties, expenses, attorney’s fees, costs and litigation expenses resulting from or in connection with this Agreement or to the extent solely caused by the negligent acts of the City.

11.4 The provisions of this Section 11 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE.

12.1 The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

12.2 Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

12.3 Consultant shall, at minimum, obtain insurance coverage of the following types and policy limits:

Professional Liability	\$1,000,000	each claim
Professional Liability	\$2,000,000	annual aggregate
Commercial General Liability	\$2,000,000	each occurrence
Commercial General Liability	\$2,000,000	annual aggregate
Automobile Liability	\$1,000,000	Combined single limit
Worker's Compensation	Statutory benefits	

12.4 The City of Lynden shall be listed as additional insured on the Consultant’s Commercial General and Automobile Liability policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

12.5 The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

12.6 If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

12.7 Failure on the part of the Consultant to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days’ notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be reimbursed to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

12.8 The Consultant shall include any sub-consultants as insured under its policies, or shall furnish separate certificates and endorsements for each sub-consultant. All coverage for

sub-consultants shall be subject to the same insurance requirements as stated herein for the Consultant.

13. OWNERSHIP AND USE OF DOCUMENTS.

13.1 Drawings, specifications, documents and electronic discs prepared by the Consultant pursuant to this Agreement shall become the property of the City upon final payment to the Consultant. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others for purposes beyond the Scope of Work. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant-prepared drawings, specifications, or other documents.

13.2 The Consultant shall maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as necessary to ensure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other government officials authorized by law to monitor this Agreement.

13.3 The Consultant shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years following its expiration or termination. The Consultant agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

14. DISPUTE RESOLUTION. Any dispute arising out of the terms and conditions of this Agreement shall be subject to the following mediation process, as a condition precedent to filing any legal cause of action. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this Section 14, “promptly” shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, the dispute shall be mediated. Either Party may provide written notice to the other that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, either Party may request appointment of a mediator by any Judge of the Whatcom County Superior Court, sitting in Chambers, and the Judge is hereby authorized to select a mediator. Both Parties shall cooperate to assure that mediation occurs in a timely manner and both Parties shall supply all materials provided to the mediator to the other Party at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of either Party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each Party shall be preserved. Mediation shall be terminated upon (a) successful resolution of the dispute; (b) written declaration by the mediator of an impasse between the Parties; or (c) following completion of two or more mediation sessions held on separate days, written declaration by one of the Parties

of an impasse. Each Party shall share equally in the fees and expenses associated with mediation, including fees and expenses of the mediator; provided that, each Party shall bear its own costs, including witness fees, and costs, associated with mediation.

15. CLAIM AND DISPUTE EVALUATION. At the City's request, the Consultant will assist the City in reviewing and evaluating claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes, regardless of whether or not the Consultant is named in such legal action. In no case shall the Consultant be obligated to provide such services until the method of compensation for such services is agreed.

16. EQUAL OPPORTUNITY.

16.1 The City is an equal opportunity employer.

16.2 The Consultant agrees to comply with all federal, state, and local laws governing equal opportunity employment. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, or national origin. Further, the Consultant will not discriminate against any employee or applicant for employment because of the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The foregoing includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

16.3 The Consultant will ensure that applicants for employment, and all employees during their employment, are treated without regard to race, creed, color, sex, age, marital status, national origin; or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees, agents, and sub-contractors adhere to this provision.

17. SUBCONTRACTING OR ASSIGNMENT. The Consultant shall not subcontract or assign any portion of this Agreement without prior written approval of the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment made pursuant to this Agreement and Consultant shall incorporate by reference this Agreement in its contracts with its subconsultant(s) or assignees.

18. FORCE MAJEURE. Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law, provided the delayed Party shall make reasonable efforts to avoid or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent.

19. NOTICE. In every case where, under any of the provisions of this Agreement or in the opinion of either the City or the Consultant or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the City Administrator if given by the Consultant, or to the President or Secretary of the Consultant personally, if given by the City; or (2) mail the same or a copy thereof by first class, registered or certified mail, postage prepaid, addressed to the other Party at such address as may have theretofore been designated in writing by such Party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the City for the purpose of mailing such notices shall be as follows:

Mayor
CITY OF LYNDEN
300 4th Street
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

Luis Ponce, P.E.
Reichhardt & Ebe Engineering, Inc.
423 Front Street
Lynden, WA 98264

20. APPLICABLE LAW AND VENUE. This Agreement has been, and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by and between the City and the Consultant, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

21. ENTIRE AGREEMENT. This Agreement contains all of the terms and conditions agreed upon by the parties regarding professional services rendered in connection with the Scope of Work. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written agreement of the parties.

22. ATTORNEY’S FEES. The Parties agree that in the event a civil action is instituted by either Party to enforce any of the terms and conditions of this Agreement or to obtain damages or other redress for any breach hereof, the prevailing Party shall be entitled to recover from the other Party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

23. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

24. NONWAIVER OF BREACH. Failure of either Party to require performance of any provision of this Agreement shall not limit such Party’s right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

25. COUNTERPARTS. This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

CONSULTANT:

Reichhardt & Ebe Engineering, Inc.

City of Lynden

Luis Ponce, P.E., Principal Date

Mayor Scott Korthuis Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Scott Korthuis signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington,
Residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Nathan Zylstra signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington,
Residing at _____.
My commission expires _____.

EXHIBIT A
JUDSON STREET DOWNTOWN Low Impact Development (L.I.D.) DEMONSTRATION
PROJECT – PHASE 3, 10th AND JUDSON STREET
CITY PROJECT NUMBER 2023-04
SCOPE OF WORK
PLANS, SPECIFICATIONS, ESTIMATE, AND CONSTRUCTION MANAGEMENT

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering Inc., (CONSULTANT) shall provide professional services to the City of Lynden (CITY) for the final design, plans, specification, estimate, construction management and inspection for the stormwater low impact development (LID) best management practices (BMPs) along S 10th Street, from Front Street southerly to Judson Street, and along Judson Street, from S 10th Street to approximately 7th Street. This project will replace sidewalks that are currently compacted gravel and concrete with pervious concrete to allow for infiltration. Within the 10th and Judson Street right-of-way, the project will install new curb and gutter to convey runoff to treatment devices and infiltration trenches, and install retaining walls along the south side of Judson Street. This project will provide enhanced treatment and infiltration for 100 percent of the runoff generated in the basin up to and including flows from the 100-year storm event. This project will be constructed along with a roadway maintenance project to improve drainage and water quality in the basin. Pedestrian, roadway, and utilities improvements are anticipated to occur because of the construction of the stormwater LID BMPs.

This project is the third and final phase of construction that will ultimately retrofit approximately five square blocks in downtown Lynden, between Front Street and Judson Street, from 7th to 10th Streets. The CITY has completed Phase 1 and is scheduled to complete Phase 2 in 2024.

These projects will serve as a pilot project, demonstrating the abilities of the implemented LID methods for future applications. Through this project, the CONSULTANT will evaluate the cost of BMP lifecycle maintenance and show an example of LID stormwater management BMPs.

Project Schedule

The CONSULTANT is available to begin work immediately. Project milestone dates are anticipated as follows:

- Final Design Plans and Specifications – Jan to April 2025
- Advertisement for Bids – April/May 2025
- Construction Completion/Project Completion/Agreement Expiration Date – 12/31/2026

The above schedule could change as a result of DOE reviews and approvals timelines.

Team

The Team is made up of the following firms/organizations:

Owner: City of Lynden
 Prime Consultant..... Reichhardt & Ebe Engineering, Inc.

Stormwater / Public Outreach	Herrera Environmental
Geotechnical Engineering	GeoEngineers
Materials Testing.....	To be determined at later date as construction not scheduled until 2025-2026. Estimated costs are included in the fee for budget purposes, but subject to change.
Survey.....	To be determined at later date as construction not scheduled until 2025-2026 and level of survey needs will not be known until construction. Estimated costs are included in the fee for budget purposes, but subject to change.

II. SCOPE OF WORK

1.0 GRANT AND LOAN ADMINISTRATION

1.1. Progress Reports That Include Descriptions of Work Accomplished, Project Challenges, or Changes in the Project Schedule

1.1.1. Progress Reports and Invoicing

The CONSULTANT shall prepare monthly progress reports that describe the tasks or percentage of tasks that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month, as well as proposed dates and times for upcoming coordination meetings. The CONSULTANT shall submit these monthly progress reports to the CITY with the monthly invoices. As a part of the Progress Reports and Invoicing, the following task items will be performed:

- Monitor Scope
- Monitor Budget
- Monitor Schedule / Prepare Schedule Updates
- Prepare Monthly Status Reports and Invoices (invoices shall separate DOE eligible and ineligible costs by Tasks). The CONSULTANT will verify that the invoice process/cost tracking meets DOE funding expectations prior to submission of the first invoice.
- Prepare Supporting Documentation for Invoices

1.1.2. Project Meetings

The CONSULTANT shall facilitate and conduct the meetings as described below. Assumptions as to the number of meetings conducted are indicated.

- Kick-Off Meeting (1)
- CITY Coordination Meetings (3)
- Review Meetings (2)

1.1.3. Public Meetings

The CONSULTANT shall attend one public meetings at the request of the CITY. The CITY will be responsible for notifying property owners, planning, holding, and conducting the

meeting. The CONSULTANT shall be available for technical questions relating to the design. The CONSULTANT shall provide project exhibits for viewing by the public.

1.1.4. CITY General Coordination

The CONSULTANT assumes that the CITY will coordinate the project design with DOE. The CONSULTANT shall assist the City with DOE coordination.

1.1.5. Quality Control / Quality Assurance

The CONSULTANT assumes previously used methods to assure quality control/quality assurance is adequate for this phase and limited, if any, additional quality control/quality assurance will be needed.

Deliverables:

- Meeting Notes and Minutes
- Monthly Progress Reports
- Monthly Invoices
- Notes to Design File

1.2. Recipient Closeout Report (EAGL Form)

The CONSULTANT shall prepare the recipient closeout report for this phase of grant funding using ECOLOGY’s template and input from CITY staff.

Assumptions:

- CONSULTANT will provide details on total project cost, lessons learned, etc.
- The CONSULTANT will attend up to one two-hour virtual meeting

Deliverables:

- Draft Recipient Closeout Report (.docx, .pdf)
- Final Recipient Closeout Report (.docx, .pdf)

2.0 CULTURAL AND ENVIRONMENTAL REVIEWS, AND PERMITTING

The CONSULTANT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The CITY must approve all materials prior to submitting them to ECOLOGY for acceptance.

2.1. Cultural Resources Review Form

Per DOE’s October 15, 2019, e-mail to the CITY, DOE did not receive any comments from DAHP or tribes on this project. Based on this information, DOE retained its preliminary determination of **No Cultural Resource impacts with a stipulation for an inadvertent discovery plan (IDP)**. Ecology has received an IDP for this project. Given this DOE determination, no other Cultural Resources work, other than a quick review to verify no changes in requirements, is needed for this project assuming there are no changes to the project that may impact archaeological or historic materials.

2.1.1. Temporary Construction Easements

The design and construction of the project will require the acquisition of temporary construction easements (TCE). The temporary easements will not require legal descriptions or recording as they will become void once the project is completed. The CONSULTANT will determine the easements based on roadway geometry. All work will be done in accordance with Washington State Department of Transportation Right-of-Way Manual and Local Agency Guidelines Manual, federal rules, regulations, laws and guidelines.

This scope of work is based on the estimated need for 6 temporary construction easements.

2.1.1.1. Temporary Construction Easements Exhibits (6)

The CONSULTANT will prepare up to 6 temporary construction easement exhibits, one for each parcel, to be used by the AGENCY in communications and negotiations with private property owners. The AGENCY will be responsible for obtaining and executing the TCEs. The temporary construction easement exhibits shall include the following information:

- Existing ROW
- Area of proposed temporary construction easement
- Property owner information

2.1.1.2. Meetings with Property Owners (10)

The CONSULTANT will meet with the AGENCY and property owners of up to 6 parcels in coordination with the AGENCY to discuss matters pertaining to:

- Design impacts to private property
- Temporary construction easements
- Explain potential public impacts during construction

Up to 10 meetings are assumed as various tenants may be involved, or multiple meetings with a single owner may be necessary.

Deliverables

- TCE exhibits

2.2. Inadvertent Discovery Plan

An Inadvertent Discovery Plan (IDP) has already been submitted and reviewed by DOE. Prior to bidding the project, the CONSULTANT shall update the Inadvertent Discovery Plan if needed. The CONSULTANT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.

2.3. SERP Packet

The CONSULTANT will conduct appropriate environmental reviews of the project. The CONSULTANT will provide a complete State Environmental Review Process (SERP) information package with a SERP Cover Sheet to ECOLOGY for approval. The CONSULTANT will include the State Environmental Policy Act (SEPA) checklist and threshold determination, documentation of public participation, and required Environmental Justice information.

2.3.1. SEPA

The SEPA has been completed in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11) for this project. A DNS was determined for this project.

Deliverables:

- SEPA Checklist
- DNS Determination

2.3.2. Environmental Justice

An Environmental Justice (EJ) report has already been submitted and reviewed by DOE. Prior to bidding the project, the CONSULTANT shall review and update the EJ report if needed.

Deliverables:

- Updated EJ report (if needed) findings and conclusions

3.0 DESIGN PLANS AND SPECIFICATIONS

3.1. Contract Documents (if contracting out for design)

This item will be completed under Task 3.0 items, such as Task 3.8, Final Bid Package . Any additional documents that may be required by ECOLOGY and uploaded to EAGL are the responsibility of the CITY.

3.2. Design Report

The Design Report has already been submitted/reviewed/accepted by DOE. Prior to bidding the project, the CONSULTANT shall review and update the Design Report if needed. If the changes are significant, the CONSULTANT may request a supplement for this additional work.

Deliverables:

- Updated Design Report (if needed)

3.3. Responses to Ecology Design Report Comments

As the Design Report has been completed, additional DOE comments are not anticipated. Should the CONSULTANT need to address additional DOE comments, the CONSULTANT may request a supplement for this additional work.

Deliverables:

- Response to DOE Design Report comments (if needed)

3.4. Ecology Design Report Acceptance Letter

The DOE has already issued a Design Report Acceptance Letter (2/24/2021), thus no additional DOE comments are anticipated. Should the CONSULTANT need to address additional DOE comments, the CONSULTANT may request a supplement for this additional work.

3.5. 90 Percent Design Package

The 90 Percent Design Package has already been submitted/reviewed/accepted by DOE. If DOE requests additional changes to the 90 Percent Design Package, the CONSULTANT may request a supplement for this additional work.

Deliverables:

- Revised 90 Percent Design Package (if needed)

3.6. Responses to Ecology 90 Percent Design Package

As the Design Report has been completed, additional DOE comments are not anticipated. Should the CONSULTANT need to address additional DOE comments, the CONSULTANT may request a supplement for this additional work.

Deliverables:

- Response to DOE Design Report comments (if needed)

3.7. Ecology 90 Percent Design Acceptance Letter

DOE has already issued the 90 Percent Design Acceptance Letter (5/17/2021), thus the CONSULTANT does not anticipate any additional work for this task. If DOE requests additional changes, the CONSULTANT may request a supplement for this additional work.

3.8. Final Bid Package

3.8.1.Plans

The CONSULTANT shall prepare final plans in accordance with CITY and WSDOT standards. Final plans will include, at the very least, the following:

1. Cover Sheet and Vicinity Map
2. Standard Legend and Abbreviations

- 3. Roadway Plan and Profile
- 4. Stormwater Design
 - Additional geotechnical and review of the proposed infiltration trench located at the SW corner or 10th & Judson. Based on site information, this area may not infiltrate as expected, thus the additional work to verify infiltration at this location will work.
- 5. Typical Roadway Sections & Details

Deliverables:

- Final Plans (.docx, .pdf)

3.8.2. Specifications and Contract Documents

The CONSULTANT shall prepare specifications and contract documents for the final bid package. After the CITY reviews the draft final bid package, the CONSULTANT shall prepare the final list of bid items, specifications, and contract documents, to include Local Agency and APWA GSP's and Special Provisions. The CONSULTANT shall also incorporate the ECOLOGY specification insert into the final specification and contract documents. Work will be performed in accordance with the following tasks.

- Review Local Agency and APWA GSP's
- Bid Proposal Form
- Special Provisions including contract documents and ECOLOGY specification insert

Deliverables:

- Final Specifications and Contract Documents (.docx, .pdf)

3.8.3. Estimates

The CONSULTANT shall determine quantities and prepare a cost estimate to be submitted to the CITY for review. Work will be performed in accordance with the following tasks:

- Quantity Take-Offs
- Preliminary Cost Estimate

Deliverables:

- Final Estimate (.docx, .pdf)

The Final Bid Package will consist of the Final Plans, Specifications, and Estimate prepared under this Section. After a CITY review of the Final Bid Package, the CONSULTANT shall prepare the Final Bid Package for submittal to ECOLOGY. The CONSULTANT will upload the Final Bid Package to EAGL then notify the CITY and ECOLOGY of the submittal status.

3.9. Responses to ECOLOGY Final Bid Package Comments

The CONSULTANT shall submit the Final Bid Package to ECOLOGY for review, acceptance, and final approval to advertise for bids. The CONSULTANT, with assistance from the CITY, will coordinate, review, and respond to ECOLOGY comments. The CONSULTANT will document ECOLOGY comments, incorporate comments, and resubmit the Final Bid Package for final

ECOLOGY acceptance. A total of two submittals and responses to ECOLOGY comments are assumed.

3.10. ECOLOGY Final Bid Package Acceptance Letter

The CONSULTANT shall provide the City with the Final Bid Package. The CITY shall upload the Final Bid Package to EAGL and notify Ecology.

3.11. Bid Documents

Once Final Bid Package Acceptance has been obtained from ECOLOGY, the CONSULTANT shall remain 'on-call' until the contract has been awarded to the successful bidder. The types of assistance that shall be provided to the CITY during the pre-bid and bid periods of the PROJECT may include:

- Responding to Engineering Questions from Contractors
- Interpretation and Clarification of the Bid Documents
- Prepare Documents for and Conduct Pre-Bid Meeting
- Preparing Contract Addendums
- Evaluating the Bids
- Providing a Recommendation of Award of the Contract
- Review of Low Bidder and Subcontractors for Suspension and Debarment

Deliverables:

- Addendums
- Documentation of Bidder Questions
- Bid Tabulation
- Recommendation to Award

4.0 CONSTRUCTION MANAGEMENT

4.1. Construction Quality Assurance Plan

The Construction Management Scope and Fee is being prepared approximately 18 months in advance of the anticipated start of construction and therefore should be considered preliminary and subject to change once the final contract documents have been completed and the final scope of construction is fully known including the number of working days. Material testing and survey subconsultant cost are estimated cost and only provided to show that this will be an incurred cost.

The CONSULTANT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of advertising. This plan will describe how the CONSULTANT will perform adequate and competent construction oversight.

As part of the CONSULTANT's effort to maintain construction quality, the CONSULTANT shall conduct and administer various project meetings and work items as listed below:

4.1.1. *Onsite Franchise Utility meetings.*

These meetings will be to address the concerns of the Franchise Utilities with the CITY and Contractor. A total of 2 meetings have been assumed.

4.1.2. *Construction Progress meetings with the CITY, Contractor, Subcontractors and Franchise Utilities.*

These meetings will be scheduled in advance and shall occur on a weekly basis or as needed. A total of 12 meetings have been assumed.

4.1.3. *Property Owner meetings with the CITY, Contractor, and private property owners.*

These meetings will be to address the concerns and issues of various property owners surrounding the Project. A total of 10 meetings have been assumed.

4.1.4. *Project Management meetings with CONSULTANT staff and the CITY as necessary.*

The purpose of these meetings will be to discuss project management issues, including satisfaction of the CITY, budget, schedule, project direction, coordination, and changes. A total of 10 meetings is assumed.

4.1.5. *Peer Reviews*

This work will include detailed review of work products by staff with technical expertise in the specific work area.

4.1.6. *Senior Reviews*

This work will include review by senior staff to ensure that the Project is technically correct, constructed in accordance with the contract plans and specifications, and meets the requirements of the Scope of Work.

Deliverables:

- Construction Quality Assurance Plan
- Meeting agenda and minutes

4.1.7. *Construction Management*

This work item includes the effort related to managing the construction of the Project in accordance with ECOLOGY-accepted plans and specifications, consisting of the day-to-day activities and contacts with the various parties involved.

The CONSULTANT shall perform the following activities as they relate to the Project:

- Act as daily point of contact with the Contractor and CITY and monitor progress and quality of work on a daily basis.

- Act as a daily point of contact with property owners adjacent to the project. The CONSULTANT and/or the CITY will be responsible for satisfying the concerns of the property owner and for making any changes to the project to accommodate those concerns.
- Review and approve force account work as allowable by the Contract Documents.
- Resolve day-to-day Project issues, as well as design and contract issues with the engineer, Contractor and CITY. The CONSULTANT shall be responsible for making and implementing any and all revisions to the Project documents.
- Prepare and respond to all Project correspondence with the Contractor, CONSULTANT, Subconsultants, and CITY.
- Review Request for Approval of Materials (RAMs) and Submittals.
- Monitor Project costs (actual vs. budget) and report monthly with pay estimate.
- Review Contractor's baseline schedules.
 - Maintain schedule updates and record calendar or working days during contract work in accordance with the Contract Documents.
 - Provide documentation, justification, and recommendations on how to address any delays.
- Maintain updated field record drawings.
- Coordination and communication with the CITY.
- Preparation of field record drawings to be used in preparation of the As-Built Drawings.
- Assist in Claim Evaluation.
- Prepare of the Record of Materials (ROM) for all materials to be incorporated into the project.

Deliverables:

- Written documentation pertaining to Project issues
- Written correspondence
- Weekly working days statements
- Preparation of As-Built Drawings
- Record of Materials

4.1.8. Testing Services

The CONSULTANT shall provide and manage the performance of quality control testing. Testing will be performed on an as-needed basis in accordance with the ROM and LAG Manual by an accredited testing laboratory. Quality control testing services provided as part of the construction management contract shall include:

- Soil materials acceptance testing.
- Proctor analysis and in-place density testing for backfill operations.
- Hot mix asphalt testing.
- Concrete testing and concrete cylinders.

Deliverables:

- Written test results and/or reports for all tests conducted distributed to the CITY and Contractor

4.1.9. Inspection Services

The CONSULTANT shall provide one full-time onsite construction inspector for 8 hours per day, 40 hour work weeks for 50 working days. The onsite inspector will perform the following duties at a minimum:

- Document pre-construction conditions by taking photos as well as develop field notes prior to construction start.
- Inspect work methods and products; verify compliance with Project contract plans and specifications.
- Inspect materials; verify compliance with Project contract plans and specifications.
- Inspect equipment; verify compliance with approved submittals and Project contract plans and specifications.
- Coordination of work with adjacent property owners.
- Coordination with subconsultants.
- Coordination with utility companies.
- Point of contact for quality control testing services.
- Review required wage rates and conduct employee wage interviews.
- Verify environmental compliance.
- Prepare inspection correspondence, records, and reports.
- Verify permit compliance.
- Develop punch lists.

Deliverables:

- Pre-Construction Photos
- Daily inspection report on quality compliance
- Quality Control test reports
- Wage Interview Report
- Punch lists

4.1.10. Construction Survey

Surveying shall be provided by an R&E Subconsultant to be determined later. Survey services shall be in accordance with the construction contract documents.

The CONSULTANT shall also perform the as-built survey necessary to aid in production of the as-built drawings.

4.2. Pre-Construction Conference

The CONSULTANT shall conduct and administer various project meetings including, but not limited to, a pre-construction meeting with ECOLOGY, the CITY, Contractors, Subcontractors, and

Franchise Utilities. Upon completion of the meeting, the CONSULTANT shall draft meeting minutes and submit the minutes to ECOLOGY via EAGL.

Deliverables:

- Pre-Construction Meeting Minutes

4.3. Project Schedule

The Contractor will be required to submit a project schedule at the Pre-Construction Meeting described in Section 4.2. The CONSULTANT shall approve or return the schedule for corrections. Once approved, the schedule will be uploaded to EAGL and ECOLOGY will be notified.

During construction, the Contractor will be required to provide weekly look-ahead schedules and update the project schedule when any of the following events occur:

- The project has experienced a change that affects the critical path
- The sequence of work is changed from that in the approved schedule
- The project is significantly delayed
- Upon receiving an extension of contract time

The CONSULTANT shall upload the weekly look-ahead and updated projects schedules to EAGL and ECOLOGY will be notified.

Deliverables:

- Project Schedule
- Review and Monitor Contractor’s Project Schedule
- Weekly Look-Ahead Schedules
- Revised Project Schedules (as applicable) and approved changes

4.4. Revised Construction Cost Estimates When Changes in Construction Schedule Occur

The CONSULTANT shall submit monthly invoices and status reports to the CITY and track the Project budget.

The CONSULTANT shall implement a Project documentation and tracking system for submittals, request for information (RFI’s), revisions, force account work, correspondence, and Project contacts. This work will include maintenance of the Project files.

The CONSULTANT shall track Bid Item quantities incorporated into the Project for the purpose of preparing monthly pay requests and verification that the project is constructed in accordance with the Contract Documents. Tracking Bid Item quantities includes preparing and maintaining supporting documentation. This work will include reviewing the Bid Item quantities with the Contractor and preparation of the monthly pay requests. Monthly pay requests will be submitted to the CITY and the Contractor for review and approval.

Deliverables:

- Project documentation system and database
- Database reports of outstanding submittals, RFI’s

- Project bid item quantity documentation
- Monthly pay requests
- Monthly Invoices
- Monthly Status Reports

4.5. Change Orders

The Project documentation and tracking system described in Task 4.4 shall also be used to track, change orders. Changes and alterations may include:

- Deleting any part of the work
- Increasing or decreasing quantities
- Altering Specifications, design, or both
- Altering the way the work is to be done
- Adding new work
- Altering facilities, equipment, materials, services, or sites, provided by the CITY
- Ordering the Contractor to speed up or delay the work

The CONSULTANT shall advise the CITY as to the need or justification for change orders. The CONSULTANT shall be responsible for preparing cost estimates, negotiations with the Contractor, preparation of, and obtaining the appropriate approval for change orders from the CITY.

Prior to execution, the CONSULTANT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. The CONSULTANT will not execute a change order without CITY and ECOLOGY review and acceptance prior to implementation.

Deliverables:

- Database reports of outstanding change orders

5.0 CONSTRUCTION

5.1. Signed and Dated Construction Contract

As part of the Final Bid Package, the CONSULTANT shall provide the CITY with contract forms to enter a construction contract with the bidder the CITY has elected to award the contract to. This scope of work assumes the CITY will provide ECOLOGY with a sign and dated construction contract.

5.2. Stormwater Construction Completion Form

The CONSULTANT shall complete a Stormwater Construction Completion Form. The Stormwater Construction Completion Form will be uploaded to EAGL and ECOLOGY will be notified.

Deliverables:

- Notice of Construction Completion

6.0 PROJECT CLOSEOUT

6.1. Facility Operation and Maintenance Plan

The CONSULTANT shall prepare an operations and maintenance plan for the constructed drainage facilities. The plan will include a narrative of facility function, description of recommended maintenance procedures and frequency, manufacturer’s cut sheets, project contacts, and record drawings.

Deliverables:

- Draft Operations and Maintenance Plan (.pdf)
- Final Operations and Maintenance Plan (.pdf)

6.2. Final, As Constructed, Project Area Shapefile

The CONSULTANT shall close out the Project which will include the following activities:

- Conduct final inspection with the CITY, and Project Designer to establish final punch list.
- Monitor and verify completion of punch list items and issue Notice of Substantial Completion and/or Notice of Physical Completion to Contractor.
- Collect the contractor’s as-built information and incorporate into the as-built drawings.
- Project Closeout per LAG Manual.

Deliverables / Products:

- Issuance of Notice of Substantial Completion if necessary
- Itemized punch list
- Issuance of Notice of Physical Completion
- Issuance of As-Built drawings to the CITY
 - 3 - 11”x17” hard copies
 - Two USB flash drives, each containing the following:
 - One AutoCAD electronic copy
 - One PDF electronic copy
 - Shapefile of the project area (to be uploaded to EAGL)
- Delivery of complete contract administration documentation and files

6.3. Outcome Summary

The Outcome Summary will be provided by Herrera. See Herrera scope for further details.

6.4. Final, As Constructed, Equivalent New/Redevelopment Area Determination

The CONSULTANT shall calculate the equivalent new plus redevelopment area based on the formulas defined in section 1.7 of Ecology’s “Stormwater Design Deliverables Guidance” document.

Assumptions:

- The project areas and BMPs are substantially similar to those shown on the 90% design plans dated May 4, 2021, and will only require minor (if any) updates.

Deliverables:

- Memo documenting the equivalent new plus redevelopment area determination (.pdf)

6.5. REIMBURSABLES

Exhibit B provides budget amounts for reimbursables such as shipping, reproductions, office supplies and non-professional services directly related to the completion of the work which will be charged at the actual cost incurred. Also included are the estimated amounts for reproductions of contract documents for bidding purposes. Budgeted amounts shown are estimates of the actual costs for reimbursables.

SUBCONSULTANTS

The CONSULTANT will contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified. Subconsultants have provided scopes and budgets for their services as identified in Exhibit A-1

- Herrera Environmental
- GeoEngineers

III. SUPPLEMENT FOR ADDITIONAL CONSULTING SERVICES

If mutually agreed upon by the CITY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in sections I and II above and additional cost resulting from CONSULTANT's staff rate changes. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

Exhibits A-1
Subconsultants' Scopes and Fees

Herrera Environmental



Cost Estimate for 10th Street & Judson Street Stormwater LID - Phase 3
Herrera Project No. 19-07233-005

		Task No.						
Herrera Labor based on: Burdened Labor Rates		1	2	3	4	5	6	
Schedule	Task Start Date Task End Date	Grant and Loan Administration	Cultural and Environmental Reviews, and Permitting	Design Plans and Specifications	Construction Management	Construction	Project Closeout	Total
Staff	2022 Burdened Labor Rates							
Webb, Christopher	Engineer VI	0	0	8	2	3	0	13
Mitchell, Colleen	Engineer V	44	0	53	16	42	10	165
Taylor, Randall	Landscape Architect III	10	0	68	16	28	0	122
Forester, Kate	Landscape Architect IV	0	0	4	0	0	0	4
Dhital, Satya	Engineer II	18	0	68	8	30	16	140
Marshall, Eric	CAD Technician III	0	0	40	0	8	0	48
Johansen, Sally	Project Accountant IV	18	0	0	0	0	0	18
Crickmore, Ian David	GIS Analyst IV	0	0	4	0	0	4	8
Total Hours per Task		90	0	245	42	111	30	518
Subtotal Labor		\$16,547	\$0	\$42,053	\$7,725	\$20,149	\$5,281	\$91,755
Subtotal Herrera Labor		\$16,547	\$0	\$42,053	\$7,725	\$20,149	\$5,281	\$91,755
10% Escalation on Herrera Labor		\$1,655	\$0	\$4,205	\$773	\$2,015	\$528	\$9,176
Escalated Subtotal Herrera Labor		\$18,202	\$0	\$46,258	\$8,498	\$22,164	\$5,809	\$100,931

Travel and Per Diem (PD)		Unit Cost						
Item	Unit							
Auto Use	Mile	\$0.63	0	0	540	0	630	1170
Subtotal Per Diem		\$0	\$0	\$338	\$0	\$394	\$0	\$731
Subtotal Per Diem, Lab Costs, and ODCs		\$0	\$0	\$338	\$0	\$394	\$0	\$731
Grand Subtotal		\$18,202	\$0	\$46,596	\$8,498	\$22,557	\$5,809	\$101,662
Grand Total								\$101,662

GeoEngineers



554 West Bakerview Road
Bellingham, Washington 98226
360.647.1510

March 15, 2024

Reichhardt & Ebe Engineering Inc.
P.O. Box 978
423 Front Street
Lynden, Washington 98264

Attention: Luis Ponce, PE

Subject: Proposal
Supplemental Geotechnical Engineering Services
10th Street and Judson Street Stormwater Improvements
Lynden, Washington
File No. 03922-040-01

INTRODUCTION

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to provide supplemental geotechnical engineering services for the proposed stormwater improvements located at the intersection of 10th Street and Judson Street in Lynden, Washington. GeoEngineers previously completed a study within the project vicinity for the Judson Street Downtown LID Demonstration Project. This project will provide supplemental information to our previously completed study and will be completed in conjunction with the City of Lynden (City). We understand the current design for infiltration involves construction of an infiltration trench at the project site. This scope and fee estimate is based on conversations with you, our experience in the project vicinity and experience on similar projects in Lynden.

SCOPE OF SERVICES

The purpose and scope of our services are to evaluate site soil and groundwater conditions as a basis for providing limited supplemental geotechnical engineering conclusions and recommendations for design and construction of the proposed stormwater improvements. Our scope of services includes the following tasks:

1. Review existing and nearby site information, geologic maps, and our in-house geotechnical reports for the project vicinity.
2. Coordinate with Reichhardt & Ebe Engineering Inc (R&E) and the City to mark an exploration location and contact the state “dial-before-you-dig” contractor number to clear utility locations prior to the exploration. We can coordinate a private utility locate service if requested; however, cost for this service is not included in this fee estimate at this time. GeoEngineers does not assume liability for any damage or losses related to encountering buried utilities that have been incorrectly located or were not located at all.



3. Evaluate subsurface soil conditions by completing one geotechnical exploration near the southwest corner of the intersection of 10th Street and Judson Street. The geotechnical exploration will be in the form of either a subcontracted boring using a trailer mounted drill rig or an auger boring using an 18-inch-diameter solid flight auger attached to a subcontracted mini-excavator. The auger boring is more cost effective, however it is limited in exploration depth. The boring exploration will be completed to a depth of 15 to 20 feet below ground surface (bgs) or 8 to 10 feet bgs for an auger bore test pit. We anticipate that the exploration can be completed in one half-day.
 - We assume that the City will issue a right-of-way permit for the work if necessary, and any fees will be waived.
 - We have assumed that work will be limited to shoulder areas of low-volume roads and that limited traffic control, to include warning signs and cones, will be needed. The City could alternately provide traffic control or temporary road closure in the work area.
 - We have assumed that only asphalt concrete pavement (i.e. no underlying concrete pavement) will be encountered during our exploration.
 - If the exploration is completed with an auger bore, it will be backfilled on completion with the excavated soils, which will be compacted to the extent practical using the excavator.
 - Drill cuttings will be disposed of off-site by the driller unless the City would prefer to collect and remove the soil. The roadway surface will be patched with concrete or cold-patch asphalt.
 - The exploration will be monitored on a full-time basis by one of our geotechnical engineers or engineering geologists. The exploration will be backfilled in accordance with Ecology recommendations. Our representative will obtain samples of the various soils encountered, classify the materials and maintain a detailed log of each exploration. These samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as deemed necessary.
4. Evaluate pertinent physical and engineering characteristics of the site soils based on laboratory tests performed on samples obtained from the test pits. Grain size distribution tests will be completed on selected representative samples as appropriate for the materials encountered. Cation exchange capacity (CEC) and organic content testing is not included as a part of the project scope.
5. Prepare a technical memorandum with summary of our site explorations, laboratory analysis and recommendations for the proposed improvements including the following:
 - Discussion of observed and anticipated groundwater elevations/infiltration rates based on existing information and laboratory testing. Infiltration rates will be estimated based on correlation with grain size parameters and experience in the project vicinity. A pilot infiltration test (PIT) and groundwater mounding analysis are not included in our scope of services.
 - A site and exploration plan, log explorations and laboratory testing summary will be included with our technical memorandum.

SCHEDULE, TERMS AND BUDGET

We will schedule the exploration immediately upon receiving a signed task order or verbal notice to proceed. Our preferred specialty contractor is typically scheduled 4 to 6 weeks out. Our laboratory testing will require approximately 2 weeks to complete, and we can provide verbal results to the design team as soon as they are available. Our technical memorandum can be available within one week of completion of laboratory testing. If this schedule does not meet your needs, please contact us regarding any modifications that will allow you to meet your time schedule.



Our services will be provided on a time and expense basis in accordance with our Mutual Services Agreement with R&E dated May 8, 2013 and amended August 4, 2020 and our attached 2024 Schedule of Charges. We estimate that our fee will be **\$10,800** (drilled boring) or **\$8,000** (auger bore test pit) in general accordance with the breakdown in Table 1 below. The estimated fee for our services will be determined using the rates contained in our Local Agency Schedule of Charges, which are attached as part of this proposal. We will only invoice for those services performed. We will endeavor to keep you apprised of project status and conditions that may significantly affect our scope and estimate and will not exceed this budget without written authorization.

TABLE 1. ESTIMATED FEE SCHEDULE

Description	Fee
Project set-up and review of existing information	\$750
Site visit, utility locate and field coordination	\$850
GeoEngineers field exploration services	\$1,100
Subcontracted drilling	\$4,800
Subcontracted auger bore test pit	\$2,000
Laboratory testing and log preparation	\$1,150
Engineering analysis, memorandum preparation, and project management	\$2,150
Estimated Total (with Driller)	\$10,800
Estimated Total (with Auger Bore Test Pit)	\$8,000

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.



We appreciate the opportunity to present this scope of services and look forward to working with you on this project. Please call if you have questions.

Sincerely,
GeoEngineers, Inc.



Jacob A. Gillis, EIT
Staff Geotechnical Engineer



Sean W. Cool, PE
Associate

JAG:SWC:atk

Attachments:

Schedule of Charges – Bellingham Local Agency 2024

One copy submitted electronically

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Schedule of Charges – 2024

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff	
Staff 1 Scientist	\$ 135/hour
Staff 1 Engineer	\$ 139/hour
Staff 2 Scientist	\$ 148/hour
Staff 2 Engineer	\$ 154/hour
Staff 3 Scientist	\$ 174/hour
Staff 3 Engineer	\$ 179/hour
Project Engineer/Scientist 1	\$ 202/hour
Project Engineer/Scientist 2	\$ 207/hour
Senior Engineer/Scientist 1	\$ 219/hour
Senior Engineer/Scientist 2	\$ 241/hour
Associate	\$ 275/hour
Principal	\$ 292/hour
Senior Principal	\$ 332/hour
Technical Support Staff	
Administrator 1	\$ 91/hour
Administrator 2	\$ 103/hour
Administrator 3	\$ 115/hour
CAD Technician	\$ 112/hour
CAD Designer	\$ 131/hour
Senior CAD Designer	\$ 157/hour
GIS Analyst	\$ 148/hour
Senior GIS Analyst	\$ 164/hour
GIS Coordinator	\$ 179/hour
*Technician	\$ 98/hour
*Senior Technician	\$ 110/hour
*Lead Technician	\$ 122/hour
Environmental Database Manager	\$ 202/hour
Health and Safety Specialist	\$ 135/hour
Health and Safety Manager	\$ 202/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	210.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	30.00
Continuous Recording Data Logger, per day	\$	350.00
Environmental Exploration Equipment, per day	\$	165.00
Field Data Acquisition Equipment (Field Tablet), per day	\$	55.00
Field Water Quality Testing Equipment, per day (1 day min.)	\$	90.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	145.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	120.00
Groundwater Monitoring Equipment, per day	\$	250.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	15.00
pH Probe/Meter, per day	\$	20.00
Rock/slope Fall Protection/Rigging Equipment, per day	\$	700.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	110.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	50.00
Vapor Extraction Field Test, per day	\$	530.00
Vehicle usage, per mile	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	90.00
Water Disposal Equipment, per use, per day	\$	55.00
Water Quality Equipment, per day	\$	140.00

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 4 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

**EXHIBIT B
MANHOOR AND COST ESTIMATE**

JUDSON STREET DOWNTOWN LID DEMONSTRATION PROJECT (10th Street and Judson) - PHASE III

Man-Hour and Cost Estimate

Date: July 9, 2024

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL					
		Engr. Level 7	Engr. Level 4	Engr. Level 3	Tech. Level 7	Tech. Level 5	Cler. Level 5
		Luis/Nathan	Olivia	Grace/Ross	Inspector	CAD/CM Admin	
1.0	GRANT AND LOAN ADMINISTRATION						
1.1	Progress Reports That Include Descriptions of Work Accomplished, Project Challenges, and Changes in the Project Schedule						
	1.1.1 Progress Reports and Invoicing						
	1.1.1.1 Monitor Scope	2					
	1.1.1.2 Monitor Budget	2	4				
	1.1.1.3 Monitor Schedule / Prepare Schedule Updates		2				
	1.1.1.4 Prepare Monthly Status Reports and Invoices	6	2				2
	1.1.1.5 Prepare Supporting Documentation for Invoices	6					8
	1.1.2 Progress Meetings						
	1.1.2.1 Kick-Off Meeting (1)	2		2			
	1.1.2.2 City Coordination Meetings (3)		3				
	1.1.2.3 Review Meetings (2)		2	2			
	1.1.3 Public Meetings (2)	2	2	2			
	1.1.4 City General Coordination						
	1.1.5 Quality Control / Quality Assurance		2				
1.2	Recipient Closeout Report (EAGL Form)						
	Hours	20	17	6	0	0	10
	Hourly Rate (2024)	\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84	\$ 118.00
	Sub-Total	\$ 4,366.00	\$ 2,557.65	\$ 796.50	\$ -	\$ -	\$ 1,180.00
	Herrera Environmental						\$ 18,202.00
	Subconsultant Mark up (10%)						\$ 1,820.20
	Task 1.0 Total						\$ 28,922

2.0	CULTURAL AND ENVIRONMENTAL REVIEWS, AND PERMITTING						
2.1	Cultural Resources Review Form		4	2			4
	2.1.1 Temporary Construction Easements						
	2.1.1.1 Temporary Construction Easements Exhibits (5)		6	10			8
	2.1.1.2 Meetings with Property Owners (10)		16	12			8
	2.1.1.2 Meetings with Property Owners (10)						4
2.2	Inadvertent Discovery Plan		1	4			2
2.3	SERP Packet						
	2.3.1 SEPA		4	6			4
	Hours	0	31	34	0	24	10
	Hourly Rate (2024)	\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84	\$ 118.00
	Sub-Total	\$ -	\$ 4,663.95	\$ 4,513.50	\$ -	\$ 2,708.16	\$ 1,180.00
	Cultural Resource Report (Update)						\$ 2,500.00
	Subconsultant Mark up (10%)						\$ 250.00
	Task 2.0 Total						\$ 15,816

3.0	DESIGN PLANS AND SPECIFICATIONS						
3.1	Contract Documents						
3.2	Design Report (No Work Anticipated)						
3.3	Response to Ecology (DOE) Design Report Comments (No Work Anticipated)						
3.4	DOE Design Report Acceptance Letter (No Work Anticipated)						
3.5	90 Percent Design Package (No Work Anticipated)						
3.6	Response to DOE 90 Percent Design Package Comments (No Work Anticipated)						
3.7	DOE 90 Percent Acceptance Letter (No Work Anticipated)						
3.8	Final Bid Package						
	3.8.1 Plans	8	16	90	8	46	
	3.8.2 Specifications and Contract Documents	16	6	36	6		8
	3.8.3 Estimates	4	10	8		6	
	3.9 Responses to Ecology Final Bid Package Comments	2	10	4		8	2
	3.10 Ecology Final Bid Package Acceptance Letter	2		2		2	8
	3.11 Bid Documents						
	3.11.1 Addendums	2	8	8		8	8
	3.11.2 Documentation of Bidder Questions	4	6	4		4	4
	3.11.3 Bid Tabulation	2		2		6	6
	3.11.4 Recommendation to Award	2					2
	Hours	42	56	154	14	80	38
	Hourly Rate (2024)	\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84	\$ 118.00
	Sub-Total	\$ 9,168.60	\$ 8,425.20	\$ 20,443.50	\$ 2,209.62	\$ 9,027.20	\$ 4,484.00
	GeoEngineers						\$ 10,800.00
	Herrera Environmental						\$ 46,596.00
	Subconsultant Mark up (10%)						\$ 5,739.60
	Task 3.0 Total						\$ 116,894

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL					
		Engr. Level 7	Engr. Level 4	Engr. Level 3	Tech. Level 7	Tech. Level 5	Cler. Level 5
		Luis/Nathan	Olivia	Grace/Ross	Inspector	CAD/CM Admin	
4.0	CONSTRUCTION MANAGEMENT						
4.1	Construction Quality Assurance Plan						
	4.1.1 Franchise Utility Meetings (2)			8	16	4	10
	4.1.2 Construction Progress Meetings (12)			18	12	20	8
	4.1.3 Property Owner Meetings (10)			10	32	16	12
	4.1.4 Project Management Meetings (10)		4	16	4	4	
	4.1.5 Peer Reviews		2				
	4.1.6 Senior Reviews		2				
	4.1.7 Construction Management						
	4.1.7.1 Act as Point of Contact for the City and Contractor		2	14	8	8	
	4.1.7.2 Act as Point of Contact for Property Owners			8	6	8	
	4.1.7.3 Review and Approve Force Account Work			4	6	8	8
	4.1.7.4 Resolve Day-to-Day Project Issues and Prepare Revisions		2	8	12	6	4
	4.1.7.5 Prepare and Respond to Project Correspondence			8	10	4	8
	4.1.7.6 Review RAMs and Submittals			4	10	6	8
	4.1.7.7 Maintain Updated Field Record Drawings				6	6	6
	4.1.7.8 Coordinate and Communicate with the City		2	8	10	4	4
	4.1.7.9 Prepare Record Drawings			2	4	4	10
	4.1.7.10 Assist in Claim Evaluation		2	10	6	6	6
	4.1.7.11 Prepare Record of Materials			4	6		10
	4.1.8 Testing Services						
	4.1.8.1 Coordinate Testing Schedule				4	4	
	4.1.8.2 Distribute Testing Results as Required				2	2	6
	4.1.8.3 Document and Maintain Testing Result Documents				2	4	8
	4.1.9 Inspection Services						
	4.1.9.1 Pre-Construction Photos and Documentation					4	
	4.1.9.2 Pre-Construction Project Review					4	
	4.1.9.3 Inspect Work Methods and Products			10	6	310	
	4.1.9.4 Inspect Materials and Verify Compliance		2		8	6	4
	4.1.9.5 Inspect Equipment and Verify Compliance				2	8	
	4.1.9.6 Coordinate with Adjacent Property Owners			6	2	24	8
	4.1.9.7 Coordinate with Utility Companies		4	6	8	20	8
	4.1.9.8 Review Required Wage Rates			2	2	6	10
	4.1.9.9 Prepare Inspection Correspondence, Records, and Reports			2	4	100	
	4.1.9.10 Verify Permit Compliance		1		1	4	
	4.1.9.11 Develop Punch List			2	2	2	2
	4.1.10 Construction Survey						
	4.1.10.1 Coordinate Construction Survey Requirements				4	6	
	4.1.10.2 Coordinate As-Built Survey Requirements				6	6	6
	4.2 Pre-Construction Conference			2	4	2	
	4.3 Project Schedule						
	4.3.1 Review and Monitor Contractor's Project Schedule			1	2	1	
	4.3.2 Review Weekly Look-Ahead Schedules			8	6	6	4
	4.3.3 Review Revised Project Schedules (as applicable)			6	8	4	4
	4.4 Revised Construction Cost Estimates When Changes in Construction Schedule Occur						
	4.4.1 Review Monthly Progress Payments and Submit to City			12	6	8	16
	4.4.2 Coordinate and Track Submittals and Correspondence			6	10		24
	4.4.3 Monitor Project Costs and Report Monthly		2	8	6		6
	4.4.4 Prepare Monthly Status Reports and Invoices		4	4	2		2
	4.5 Change Orders						
	4.5.1 Prepare and Document Change Orders		2	12	10	1	8
	Hours		29	211	255	636	200
	Hourly Rate (2024)		\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84
	Sub-Total		\$ 6,330.70	\$ 31,744.95	\$ 33,851.25	\$ 100,379.88	\$ 22,568.00
	Herrera Environmental						\$ 31,055.00
	Material Testing						\$ 25,000.00
	Surveying						\$ 26,000.00
	Subconsultant Mark up (10%)						\$ 8,205.50
	Task 4.0 Total						\$ 291,507
5.0	CONSTRUCTION						
	5.1 Signed and Dated Construction Contract		2		4		4
	5.2 Stormwater Construction Completion Form		1		2		1
	Hours		3	0	6	0	4
	Hourly Rate (2024)		\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84
	Sub-Total		\$ 654.90	\$ -	\$ 796.50	\$ -	\$ 451.36
	Task 5.0 Total						\$ 2,257
6.0	PROJECT CLOSE OUT						
	6.1 Facility Operation and Maintenance Plan		2	2	2		2
	6.2 Final, As-Built, Project Area Shapefile		1		6		16
	6.3 Outcomes Summary						
	6.4 Final, As-Built, Equivalent New / Redevelopment Area Determination		2	6	10	4	10
	Hours		5	8	18	4	28
	Hourly Rate (2024)		\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84
	Sub-Total		\$ 1,091.50	\$ 1,203.60	\$ 2,389.50	\$ 631.32	\$ 3,159.52
	Herrera Environmental						\$ 5,809.00
	Subconsultant Mark up (10%)						\$ 580.90
	Task 6.0 Sub-Total						\$ 15,573
	6.5 As-Built Plan Printing and Reproduction			50	@	\$ 10.00 ea	\$ 500.00
	6.6 Miscellaneous Reproduction			1,000	@	\$ 0.10 ea	\$ 100.00
	6.7 Estimated Shipping, Delivery, and Office Supplies						\$ 250.00
	Task 6.0 Total						\$ 16,423
	GRAND TOTAL						\$471,819

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	Third Amendment to Forge Fitness Lease	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" 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:	Third Amendment to Forge Fitness Lease	
Summary Statement:	<p>The City entered into a five-year lease of the former City pool and recreation (formerly YMCA) building at 100 Drayton Street with Brian and Jeannie Davidson, owners of Forge Fitness, starting January 1, 2021. This lease was amended on June 8, 2021, to increase the cap for Reimbursement for Renovation (Section 6.2) to \$250,000 to allow for the replacement of the exterior siding and a portion of the roof. City Staff and the City Attorney identified additional clarifications to the lease agreement that were required to address the responsibilities of the parties for maintenance, repairs, and capital improvements. This resulted in amendment #2, which amended sections 5 through 7 to provide clarification on the budget and approval process that the City will use for major repairs and capital improvements.</p> <p>The third amendment to the lease, being presented for approval, addresses issues that were identified in a structural analysis performed in spring, 2024. The analysis identified widespread moisture damage and excess loading of the structural joists. Major repairs must be completed during the summer of 2024 to allow the building to remain in use through next winter. Work proposed includes structural repairs to the roof and the installation of a new heating, ventilation, and air conditioning system.</p> <p>At their meeting on June 3, 2024, City Council approved making these repairs part of the City’s 2024 capital improvement plan. The City and Forge wish to amend the lease to differentiate the 2024 roof and HVAC project from other repairs and/or capital improvements.</p>	
Recommended Action:	That City Council approve the Third Amendment to the Forge Fitness Lease addressing repairs and capital improvements to the facility and authorize the Mayor’s signature on the contract.	

THIRD AMENDMENT TO RECREATIONAL FACILITY LEASE AGREEMENT

This Third Amendment to Recreational Facility Lease Agreement (“Third Amendment”) is entered this ____ day of _____, 2024, by and between the City of Lynden (“City” or “Lessor”), a Washington municipal corporation, and Davidson Fitness Inc. dba Forge Fitness Lynden, Inc. (“Lessee” or “Forge Fitness”), a corporation organized under the laws of the State of Washington, (individually “Party” and together “Parties”), for the purpose of amending that certain Recreational Facility Lease Agreement entered into between the Parties on November 18, 2020.

WHEREAS, the City and Forge Fitness entered into a Recreational Facility Lease Agreement for the old YMCA building and pool therein situated at 100 Drayton Street, Lynden, Washington (“Building”) on November 18, 2020; and

WHEREAS, the City and Forge Fitness executed that First Amendment to Recreational Facility Lease Agreement dated June 8, 2021; and

WHEREAS, the City and Forge Fitness executed that Second Amendment to Recreational Facility Lease Agreement dated June 10, 2022; and

WHEREAS, the Recreational Facility Lease Agreement, the First Amendment thereto, and the Second Amendment thereto may be referred to collectively as the “Lease;” and

WHEREAS, on April 1, 2024, the Lynden City Council approved funding for a structural analysis of the Building’s roof; and

WHEREAS, that analysis revealed widespread moisture damage and excess loading of the structural joists; and

WHEREAS, major repairs must be completed during the summer of 2024 to allow the building to remain in use through next winter; and

WHEREAS, the Parties intend to complete emergency repairs to the Building to include (1) structural repairs to the roof, and (2) the installation of a new heating, ventilation, and air conditioning (“HVAC”) system (collectively the “2024 Roof and HVAC Project”); and

WHEREAS, on June 3, 2024, the Lynden City Council approved making the 2024 Roof and HVAC Project a 2024 project in the City’s capital improvement plan; and

WHEREAS, the City and Forge Fitness wish to amend the Lease (1) to differentiate the 2024 Roof and HVAC Project from other repairs and/or capital improvements, and (2) to memorialize the Parties’ agreement and respective obligations related to the 2024 Roof and HVAC Project; and

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

- 1. Section 6.2 of the Lease shall be replaced in its entirety with the following new Section 6.2:

6.2 **2024 Roof Replacement and HVAC Installation.** The City has authorized certain capital improvements to the Building related to roof structural repair and HVAC replacement (referred to herein as the "2024 Roof and HVAC Project"). The 2024 Roof and HVAC Project will be carried out by Lessee, subject to the terms and conditions set forth in **Exhibit B** hereto, incorporated herein by reference.

2. The following new Section 6.3 shall be added to the Lease:

6.3 **Reimbursement for Capital Improvements.** Lessee intends to construct permanent improvements to the Premises ("Capital Improvements"). The term "Capital Improvements" includes, but is not limited to, the 2024 Roof and HVAC Project. However, the reimbursement terms contained in this section apply only to Capital Improvements that are not a part of the 2024 Roof and HVAC Project. The reimbursement terms applicable to the 2024 Roof and HVAC project are set forth in **Exhibit B**, as incorporated here by Section 6.2. Subject to Section 7 herein, Lessor shall reimburse Lessee for Lessee's documented out-of-pocket expenditures for design, construction, labor, and materials, in Capital Improvements ("Capital Expenditures"). Once per calendar year, on or before January 1, 2021, and each January 1 thereafter for so long as this Lease or renewal thereof remains in effect, Lessor shall reimburse Lessee for documented out-of-pocket Capital Expenditures up to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000.00) per year, following the statutory process for budget approval. Exception: Lessor shall have no obligation to reimburse Lessee for Capital Expenditures incurred during the period of time when the 2024 Roof and HVAC Project is being completed. Lessee's installation of a pool accessibility lift or a landing for the north exterior door shall be Capital Improvements subject to approval by Lessor in accordance with Section 7 herein, but shall not be eligible for reimbursement by Lessor.

3. Section 15 of the Lease shall be replaced in its entirety with the following new Section 15:


15. **Default and Re-Entry.** If Lessee shall violate or default in any of the covenants and agreements herein contained, or if the Leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with their creditors under Chapter 11 of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise; or if the Lessee stops work on the 2024 Roof and HVAC Project for a period of (60) days or more prior to the acceptance of said project as complete by the City; then the Lessor may cancel this Lease upon giving the notice required by law and re-enter the Building and take possession thereof.

4. All other terms of the Lease shall remain in full force and effect.

In Witness Whereof, the parties have executed this agreement on the ____ day of _____, 2024.

LESSOR (Mayor Scott Korthuis)

Date



LESSEE (Forge Fitness)

7/13/24

Date

Acknowledged by City Clerk:

Date

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Scott Korthuis and Pam Brown are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as the Mayor of the CITY OF LYNDEN to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

DATED: _____

_____. NOTARY PUBLIC in
and for the State of WA. My commission
expires _____

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Jeannie Davidson is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as the City Clerk of the CITY OF LYNDEN to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

DATED: July 3, 2024

Heather C Sytsma
Lynden, WA. NOTARY PUBLIC in
and for the State of WA. My commission
expires 9/1/2027



Exhibit B

Terms and Conditions Applicable to 2024 Roof Replacement and HVAC Project (See Section 6.2)

A. Scope of Work. The 2024 Roof and HVAC Project includes:

- i. Assessing and costing replacement of existing roof elements, installing a new HVAC system, and making improvements to the existing building envelope.
- ii. Completing envelope inspections and/or investigations to identify all necessary corrective actions.
- iii. Removal and replacement of existing roof and structural components identified as needing replacement by a third-party inspector.
- iv. Installation of thermoplastic polyolefin (“TPO”) roofing.
- v. Installation or replacement of all components associated with the installation of TPO roofing.
- vi. Repair or replacement of all necessary roof drainage systems.
- vii. Installation, testing, and balancing of a new HVAC system and all necessary components associated therewith.
- viii. Obtaining all necessary permits for the work.
- ix. Conducting third-party engineering inspections of all structural improvements.
- x. Conducting third-party inspection of all building envelope components.
- xi. Other work authorized in writing by the City Public Works Director.

B. Reimbursement for Expenses Associated with 2024 Roof and HVAC Project. Lessor shall reimburse Lessee for Lessee’s documented expenditures for design, construction, labor, and materials associated with the work described in Section (A) above, subject to the following terms and conditions:

- i. Lessee shall invoice Lessor monthly for work that has been completed prior to the invoice date.
- ii. To be eligible for reimbursement by Lessor, each invoice must include (1) a record of work that ties to certified labor and materials costs, (2) total cost per task, (3) payment to date and that month’s amount due, and (4) a list of all subcontractor work and invoices for the month along with all materials purchased and incorporated into the project.
- iii. Lessor will strive to reimburse eligible invoices by check at the next regularly scheduled check run, but not to exceed 30 days after the invoice is received by Lessor.
- iv. Lessor shall not be required to reimburse Lessee for any invoice submitted more than 60 days after the date of the invoice.
- v. Lessor shall make a final payment to Lessee, which shall constitute the entire unpaid balance of the reimbursable sum, no more than 30 days after receiving a final invoice after a final inspection of the construction and final acceptance of the project by the City Building Official.

CITY OF LYNDEN

EXECUTIVE SUMMARY




Meeting Date:	July 1, 2024	
Name of Agenda Item:	Donation Acceptance	
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:	Spreadsheet of materials and supplies	
Summary Statement:	<p>The bridge and boardwalk on the new section of the trail was built entirely with volunteers and donations. Scott Korthuis was the lead on the project and needed certain materials and supplies for the construction, those supplies were purchased by him personally. At the recent Parks Committee meeting he requested the City to accept those expenses as a donation to the City. The donation totals \$2696.33.</p>	
Recommended Action:	Recommend that City Council make a motion to accept the donation in the amount of \$2696.33	

Date	Store	Amount	Items	Metal Shorts	Ace	Max Warehouse	Acme Tool	HS Northwest	Propane	Amazon	Linde	Vander Griend	Tractor Supply	True Value	Equal Seal	Plastics	Safeway
11/23/2022	Max Warehouse	236.95	Drill Bits (wood)	-	-	236.95	-	-	-	-	-	-	-	-	-	-	-
11/23/2022	Acme Tool	65.17	Roller tables	-	-	-	65.17	-	-	-	-	-	-	-	-	-	-
12/27/2022	Max Warehouse	41.43	Drill Bits (wood)	-	-	41.43	-	-	-	-	-	-	-	-	-	-	-
1/7/2023	Amazon	27.73	12 LED Bulbs	-	-	-	-	-	-	27.73	-	-	-	-	-	-	-
1/13/2023	Amazon	9.78	Drill Depth Gauge	-	-	-	-	-	-	9.78	-	-	-	-	-	-	-
1/19/2023	Northwest Propane	16.19	Propane fuel for forklift	-	-	-	-	-	16.19	-	-	-	-	-	-	-	-
1/21/2023	Amazon	106.62	16" saw blade	-	-	-	-	-	-	106.62	-	-	-	-	-	-	-
1/26/2023	Ace	5.84	Drill Depth Gauge	-	5.84	-	-	-	-	-	-	-	-	-	-	-	-
1/27/2023	Ace	1.94	Drill Depth Gauge	-	1.94	-	-	-	-	-	-	-	-	-	-	-	-
4/10/2023	CHS Northwest	23.62	Propane fuel for forklift	-	-	-	-	23.62	-	-	-	-	-	-	-	-	-
5/24/2023	Ace	14.13	Jig Saw Blades (corner cuts)	-	14.13	-	-	-	-	-	-	-	-	-	-	-	-
5/28/2023	Amazon	11.85	6" jig saw blades	-	-	-	-	-	-	11.85	-	-	-	-	-	-	-
6/29/2023	Amazon	88.55	Mister, mag base, 11/16 drill bits	-	-	-	-	-	-	88.55	-	-	-	-	-	-	-
7/4/2023	Ace	8.76	Mister tube, adapter	-	8.76	-	-	-	-	-	-	-	-	-	-	-	-
7/11/2023	Ace	20.66	Locking Pliers	-	20.66	-	-	-	-	-	-	-	-	-	-	-	-
7/17/2023	Ace	25.01	9/16" Drill Bit	-	25.01	-	-	-	-	-	-	-	-	-	-	-	-
7/21/2023	CHS Northwest	95.00	Diesel (transport beams)	-	-	-	-	95.00	-	-	-	-	-	-	-	-	-
7/18/2023	Amazon	(24.56)	Return Drill Bits	-	-	-	-	-	-	(24.56)	-	-	-	-	-	-	-
8/11/2023	Linde	156.90	Welding wire E70S1 33 lbs	-	-	-	-	-	-	-	156.90	-	-	-	-	-	-
8/21/2023	Metal Shorts	280.20	1/2" x 2" x 6' 316L Stainless Steel	280.20	-	-	-	-	-	-	-	-	-	-	-	-	-
8/29/2023	Ace	14.13	1-1/2" Round Dowel	-	14.13	-	-	-	-	-	-	-	-	-	-	-	-
9/6/2023	Vander Griend	17.88	Lumber for Jigs	-	-	-	-	-	-	-	-	17.88	-	-	-	-	-
9/7/2023	Tractor Supply	7.10	Lag screws for jigs	-	-	-	-	-	-	-	-	-	7.10	-	-	-	-
9/26/2023	Equal Seal	410.76	5.5 x 5.5 x 1" Elastomeric Bearing pad	-	-	-	-	-	-	-	-	-	-	-	410.76	-	-
9/26/2023	Interstate Plastics	180.11	5.5 x 5.5 x 1" & 5.5 x 5.5 x 1.75" UHMW	-	-	-	-	-	-	-	-	-	-	-	-	180.11	-
9/26/2023	Safeway	120.10	Fuel for transporting steel and other goods	-	-	-	-	-	-	-	-	-	-	-	-	-	120.10
10/20/2023	Ace	39.16	Oil for bridge bolts	-	39.16	-	-	-	-	-	-	-	-	-	-	-	-
11/1/2023	Vander Griend	87.94	2x4s and screws for fencing	-	-	-	-	-	-	-	-	87.94	-	-	-	-	-
11/7/2023	Vander Griend	29.23	2x4s and screws for fencing	-	-	-	-	-	-	-	-	29.23	-	-	-	-	-
12/4/2023	Ace	11.96	Galvanize Paint	-	11.96	-	-	-	-	-	-	-	-	-	-	-	-
12/5/2023	Ace	21.75	Padlock for trailer (1170)	-	21.75	-	-	-	-	-	-	-	-	-	-	-	-
12/13/2023	Ace	11.96	Galvanize Paint	-	11.96	-	-	-	-	-	-	-	-	-	-	-	-
12/14/2023	Ace	11.96	Galvanize Paint	-	11.96	-	-	-	-	-	-	-	-	-	-	-	-
12/12/2023	Vander Griend	14.92	1/4" x 1-1/4" anchors & liquid nails	-	-	-	-	-	-	-	-	14.92	-	-	-	-	-
12/14/2023	True Value	45.69	3/4" Roto hammer bit	-	-	-	-	-	-	-	-	-	-	45.69	-	-	-
12/23/2023	Amazon	20.64	1" Drill Bit	-	-	-	-	-	-	20.64	-	-	-	-	-	-	-
12/23/2023	Amazon	28.96	Impact 1-1/4" and 1-7/16" Sockets	-	-	-	-	-	-	28.96	-	-	-	-	-	-	-
12/31/2023	Amazon	21.48	Saw Blades	-	-	-	-	-	-	21.48	-	-	-	-	-	-	-
1/6/2024	CHS Northwest	20.27	Gas for generator	-	-	-	-	20.27	-	-	-	-	-	-	-	-	-
1/9/2024	Amazon	36.90	T-40 Bits for driving deck & rail screws	-	-	-	-	-	-	36.90	-	-	-	-	-	-	-
1/20/2024	Vander Griend	19.50	2 x 6 x 12' qty 2 for saddle jig	-	-	-	-	-	-	-	-	19.50	-	-	-	-	-
1/26/2024	Vander Griend	19.50	#9 x 3" screws (2 lbs)	-	-	-	-	-	-	-	-	19.50	-	-	-	-	-
2/3/2024	CHS Northwest	29.15	Gas for generator; diesel for tractor	-	-	-	-	29.15	-	-	-	-	-	-	-	-	-
2/13/2024	Ace	20.09	Oil, File, 5/8" SS nut	-	20.09	-	-	-	-	-	-	-	-	-	-	-	-
2/19/2024	Amazon	33.65	Cutoff Wheel, 15/16" Socket, 6" blades	-	-	-	-	-	-	33.65	-	-	-	-	-	-	-
3/5/2024	Ace	10.87	Hydraulic Jack oil	-	10.87	-	-	-	-	-	-	-	-	-	-	-	-
4/2/2024	Vander Griend	19.50	#9 x 3" screws (2.7 lbs)	-	-	-	-	-	-	-	-	19.50	-	-	-	-	-
4/18/2024	CHS Northwest	17.87	Fuel for tractor	-	-	-	-	17.87	-	-	-	-	-	-	-	-	-
4/18/2024	CHS Northwest	16.81	Gas for generator	-	-	-	-	16.81	-	-	-	-	-	-	-	-	-
4/26/2024	Ace	74.92	Replacement horses & tape & cotter pin	-	74.92	-	-	-	-	-	-	-	-	-	-	-	-
4/29/2024	CHS Northwest	1.04	5/16" cotter pin	-	-	-	-	1.04	-	-	-	-	-	-	-	-	-
4/30/2024	CHS Northwest	11.59	Gas for generator	-	-	-	-	11.59	-	-	-	-	-	-	-	-	-
5/1/2024	Amazon	46.86	Replacement 12" circular saw blade	-	-	-	-	-	-	46.86	-	-	-	-	-	-	-
5/16/2024	Ace	10.31	Stainless Steel Bolts for bridge bearing	-	10.31	-	-	-	-	-	-	-	-	-	-	-	-
5/18/2024	Ace	1.08	Cable Clamp for trailer	-	1.08	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total		2,696.33		280.20	303.45	278.38	65.17	215.35	16.19	408.46	156.90	208.47	7.10	45.69	410.76	180.11	120.10

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	Mt. Baker Rotary Club Donation Approval	
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 type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
 ProStock - Bender Outfield Fence.pdf		
Summary Statement:		
<p>The Parks Department is excited to have the interest and support of community organizations like the Mt. Baker Rotary Club. This organization has graciously offered to purchase a collapsable outfield fence for youth tournaments and high school games and tournaments to help with a future Bender Fields Upgrades project for approximately \$8,500. This would provide the opportunity for local clubs and schools to host tournaments that require smaller field dimensions to be more successful.</p> <p>If approved by Council, the above donation will be used to make the purchase as soon as possible for immediate use.</p>		
Recommended Action:		
Motion for the Council to accept the donation from the Rotary Club for a new collapsable outfield fence for use at the Bender Fields Complex.		



Sales Quote

BBD022253

Bill To Lynden School District	Order Date 05/22/2024	Ship To Lynden High School
516 Main Street	Required Date 05/25/2024	Attn: Glenda
Lynden WA 98264	Cancel Date 06/21/2024	1201 Bradley
	PO Number Fence package	Lynden W 98264
	Emp\Slprsn KS\KS	

Order	D	UPC	Vendor	Style	Description	Color	Size	Unit	Price	Ext
4		05856238644	TSI	BDTEMP200	Homerun Fence Package	Dark Green	200'	sect	\$1475.00	\$5900.00
4		05877692261	TSI	BTFGS33	TempFence Ground Socks	Dark Green		set	\$375.00	\$1500.00
-1		08962473997	TSI	Discount	Discount on order			each	\$356.00	-\$356.00
1		03204583430	TSI	TSI Freight	Freight Out			ea	\$713.00	\$713.00
Ship via Truck										
		04753854710	JAYPRO	BBSBFP-12	Collegiate Foul Pole 12 foot	Yellow	12'	pr	\$1595.00	\$0.00
		05371966893	JAYPRO	FPS-12	Foul Pole Ground Sleeve 12' Pole		20'	pr	\$349.00	\$0.00
		09721327982	JAYPRO	Freight	Freight			ea	\$1490.00	\$0.00
									Subtotal	\$7757.00
									Tax	\$698.13
									Total	\$8,455.13

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	Lynden Municipal Airport Advisory Board Appointment	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Parks <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:	Greg Bell – Candidate Letter of Interest & Resume	
Summary Statement:	<p>Corwin McCaig resigned from the Airport Advisory Board in May 2024. Greg Bell has submitted a letter of interest in serving on the board for the remainder of the term through December 31, 2025.</p> <p>According to Lynden Municipal Code Chapter 2.54.010, vacancies on the board shall be appointed by the Mayor with the approval of City Council, and appointees shall serve the unexpired term to which they are appointed. The Airport Board members operate in an advisory capacity to the Lynden City Council to make recommendations concerning the adoption of rules, regulations or policies for the management, operation and use of the airport, and the highways, roads, streets and territories adjacent to the airport.</p> <p>The Airport Advisory Board met on June 28, 2024, and supports the appointment of Bell. The Mayor and Public Works Committee reviewed Bell’s request for appointment at their July 1, 2024, meeting and concurred to forward Bell’s appointment to City Council for approval.</p>	
Recommended Action:	That City Council confirm the Mayor’s appointment of Greg Bell to the Lynden Municipal Airport Advisory Board for the remainder of the vacated term ending December 31, 2025.	

Gregory Bell
Lynden, WA 98264

June 24th, 2024

Dear Sir/Madam,

Please accept my interest in the open Lynden Airport Advisory Board position. The following is a bulleted list summarizing my background and experience in aviation.

- 2001 – FAA Private Pilot Certificate (SEL), with high performance endorsement
- 2001 – Member, Aircraft Owners & Pilots Association (AOPA)
- 2002 – FAA Instrument Rating
- 2002 – Member, Experimental Aircraft Association (EAA) Chapter 404
- 2001 – Member, Washington Pilots Association – Paine Field Chapter
- 2014 – Present, Aircraft Owner, Diamond Star DA40 (N243DS)
- 2015 – Present, volunteer pilot for Angelflight
- 2019 – 2023, Volunteer driver for Mukilteo Food Bank
- 2021 – FAA Commercial Pilot Certificate
- 2021 – Present, Disaster Airlift Response Team (DART)
- 2020 – Present, "Aviation Vacation" YouTube Channel about traveling via GA
- 2022 – 2023, Volunteer driver for Catholic Community Services
- 2024 – Present, Attendee at monthly Airport Advisory Board meetings
- 2024 – Present, Lynden Municipal/Jansen Field airport homeowner
- 2024 – Present, Docent at the Spark Museum of Electrical Invention in Bellingham

In my 27 year career with Verizon Wireless I led teams through many complex technical projects. This position aligns well with my background and experience. I welcome this opportunity to be involved with the Lynden Municipal Airport and my community. Thank you for your consideration.

Warm Regards,



Greg Bell

Gregory Bell

Objectives

Enjoy a rewarding, productive retirement. Be involved and connected with my community .

Education

Associate of Applied Sciences – Electronics Technology | 1980 | North Seattle Community College

Licenses Held

- FAA Commercial Pilot certificate obtained in 2021 - 2,100+ hours total flight time
- Instrument Rating - high performance endorsement
- FAA Part 107 Unmanned Aerial Systems Remote Pilot 2018
- FAA Private Pilot certificate 2001
- FCC General Radiotelephone license
- FCC 2nd Class Radiotelegraph license with ship radar endorsement

Leadership

Past Treasurer, Vice President & President of the Washington Pilots Association – Paine Field Chapter, Everett, WA
 President of the US West New Vector Group Amateur Radio Club, Bellevue, WA

Experience

SENIOR SYSTEM PERFORMANCE ENGINEER | VERIZON WIRELESS, BELLEVUE, WA | 1996 – 2018

Responsibilities included the integration and optimization of a large urban cellular system with multiple technologies. Duties included commissioning of new cell sites, interference location and mitigation, handoff optimization, parameter audits, drive testing, data collection & analysis, and tower site location testing and evaluation. Also evaluated designs of In-building repeater/DAS systems and optimized them. Heavy use and familiarity of test equipment including: spectrum analyzers, CDMA PN & LTE PCI scanners, RF power meters, RF data collection, etc. Always innovating and improving processes and performance. Added LNA’s (low noise amplifiers) to multiple sites that greatly reduce dropped call percentage and improve customer experience.

Hobbies & Interests

- Aviation – Aircraft owner – Diamond Star DA40 – N243DS
- Drone Pilot
- Amateur radio – Callsign NA7P
- Digital photography and videography (YouTube)
- Long distance cycling
- Hiking & camping
- Technology
- Worldwide travel – have visited all 7 continents

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	RES-24-1099 Authorizing Local Government Investment Pool form	
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:		
RES-24-1099 Local Government Investment Pool (LGIP) authorization form		
Summary Statement:		
<p>RCW 43.250.010 provides authority to eligible government entities to participate with the state in providing maximum opportunities for the investment of surplus public funds consistent with the safety and protection of such funds, while providing maximum prudent investment of such funds.</p> <p>The City of Lynden has participated in the LGIP, and the practice is laid out in Municipal Code Chapter 3.16. This Resolution rescinds Resolution 905 authorized in July 2014 to update the authorized individuals on the form and provide access to the LGIP to current employees based on Job Title rather than individual employee name.</p>		
Recommended Action:		
The City Council give consent approval of RES-24-1099 and authorize the Mayor’s signature.		

Resolution 24-1102

RESOLUTION AUTHORIZING INVESTMENT
OF CITY OF LYNDEN MONIES IN THE
LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Lynden, the “governmental entity”, to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the Finance Director, the “governing body” or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Authorization Form (Form) as completed by the Finance Director and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that Resolution 905 from July 2014 is now rescinded.

BE IT FURTHER RESOLVED that the governmental entity designates the Finance Director or City Administrator, the “authorized individuals” to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual’s instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual’s delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND ADOPTED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, _____ IN FAVOR _____ AGAINST AND SIGNED BY THE MAYOR THIS _____ DAY OF JULY 2024

MAYOR SCOTT KORTHIUS

ATTEST

APPROVED AS TO FORM:

PAMELA BROWN, CITY CLERK

ROBERT CARMICHAEL, CITY ATTORNEY

LOCAL GOVERNMENT INVESTMENT POOL AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will **replace** the previous form.

Entity Name: City of Lynden
Mailing Address: PO Box 342, Lynden, WA 98264

Email for Statement Delivery: christensens@lyndenwa.org

Note: Statements can only be emailed to **ONE** address due to system restrictions

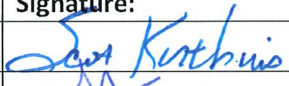

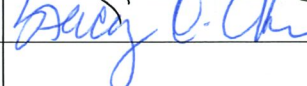

Bank account where funds will be wired when a withdrawal is requested.
 (Note: Funds **will not** be transferred to any account other than the one listed below)

Bank Name: Peoples Bank
Branch Location: Lynden
Bank Routing Number: 125104425
Accounting Number: 5017730036
Account Name: City of Lynden Regular Account

ACH Authorization: Yes No
Account Type: Checking Savings General Ledger

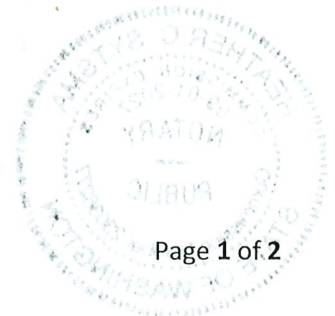
By selecting "Yes" and by signing this form, I hereby authorize the WA Local Government Investment Pool to initiate credit entries to the account listed above. I acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law.

Persons authorized to make deposits and withdrawals for entity listed above.

Name:	Title:	Phone Number:	Signature:
Scott Korthuis	Mayor	360-255-7111	
Laura Scholl	Finance Director	360-255-5928	
Christy Fowler	Accounting Manager	360-255-5926	
Stacy Christensen	Budget Manager	360-255-5923	

Online TM\$ Access: Yes No

If you selected yes, please complete the online section on page 2
 If you selected no, skip the online access section




TM\$ Online Web Access

Note: Online access is optional. Each person wanting Full online access must be listed as authorized to initiate transactions on page 1.

Name:	Email:	Select one of the following:				Account Type:	
		Add	Delete	Modify	No Change	Full	View Only
Anthony Burrows	burrowsa@lyndenwa.org	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Korthuis	korthuiss@lyndenwa.org	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Linda Schreifels	schreifelsl@lyndenwa.org	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stacy Christensen	christensens@lyndenwa.org	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Laura Scholl	scholll@lyndenwa.org	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Christy Fowler	fowlerc@lyndenwa.org	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name:	Email:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

By signing below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

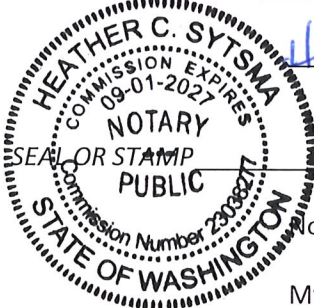
	Finance Director	July 8, 2024
(Authorized Signature)	(Title)	(Date)
Laura Scholl	scholll@lyndenwa.org	360-255-2829
(Print Authorized Name)	(E-mail address)	(Phone no.)

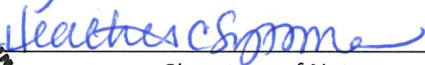
Any changes to these instructions must be submitted in writing to the Office of the State Treasurer.

OFFICE OF THE STATE TREASURER
STACI.ASHE@TRE.WA.GOV
 PHONE: (360) 902-9017

Date Updated: _____
 Account Number: _____
 Updated by: _____
 (For OST use only) 11/9/22

State of Washington)
 County of Whatcom) ss.
 Signed or attested before me by Laura Scholl
 Dated this 08 day of July, 2024




 Signature of Notary
 Heather C Sytsma
 Typed or printed name of Notary
 Notary Public in and for the State of Wash.
 My appointment expires: 09/01/2027



CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	RES-24-1100 Decrease the Revolving Fund	
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:		
RES-24-###		
Summary Statement:		
<p>Currently the Lynden Police Department has a cash fund for making change for citizen transactions. Due to change in practices, the Lynden Police Department no longer requires one of the cash drawers. Resolution 24-1100 would reduce the cash limit of the Revolving Fund from \$3,350 to \$3,150.</p>		
Recommended Action:		
The City Council give consent approval of RES-24-1100 and authorize the Mayor's signature.		

RESOLUTION NO. 24-1100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNDEN, WASHINGTON, REGULATING A REVOLVING CASH FUND ADMINISTERED BY THE FINANCE DIRECTOR IN THE AMOUNT OF \$1,300.

WHEREAS, the City of Lynden deems it necessary to maintain a revolving cash fund for the purpose of making change; and

WHEREAS, the City of Lynden finds it necessary to decrease this said fund from \$3,350 to \$3,150 due to decrease of funds required by the Lynden Police Department; and

WHEREAS, the City of Lynden’s revolving cash fund will not be used for personal cash advances secured by check or other IOUs; and

WHEREAS, The City of Lynden’s revolving cash fund will be administered and maintained by the Finance Director or their appointed designee; and

WHEREAS, all Ordinances or Resolutions in conflict herewith are hereby repealed.

NOW, THEREFORE, BE IT RESOLVED that the Lynden Revolving Cash Fund is hereby decreased from \$3,350.00 to \$3,150.00. Be it further resolved that this resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, _____ IN FAVOR _____ AGAINST, AND SIGNED BY THE MAYOR THIS 15th DAY OF JULY, 2024.

MAYOR – Scott Korthuis

ATTEST:

CITY CLERK – Pam Brown

APPROVED AS TO FORM:

CITY ATTORNEY -Bob Carmichael

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	ORD-24-1690 Amending the Municipal Code Pertaining to the Petty Cash Funds	
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:	ORD-24-1690	
Summary Statement:	<p>Currently, there are three petty cash funds named within the City of Lynden’s Municipal Code. One each for: Finance, Public Works and the Police Department, at \$350 each. These funds are no longer being used. As Cash is a high-risk item subject to misappropriation or loss, it is prudent to minimize both the number and value of available cash items. Ordinance 24-1690 will amend the municipal code to repeal the portions of the Petty Cash Funds for Finance, Public Works and the Police Department, and adjust the full balance of the Petty Cash fund from \$1,550 to \$500.</p>	
Recommended Action:	The City Council give consent approval of ORD-24-1690 and authorize the Mayor’s signature.	

ORDINANCE NO. 24-1690

AN ORDINANCE OF THE CITY OF LYNDEN, WASHINGTON,
RESCINDING PORTIONS OF LYNDEN MUNICIPAL CODE
PERTAINING TO PETTY CASH FUNDS

WHEREAS, the Lynden Municipal Code contains petty cash provisions granting the Police Department, the Public Works Department and the Finance department a three hundred fifty dollars (\$350.00) petty cash fund each, totaling one thousand fifty dollars (\$1,050); and

WHEREAS, these petty cash funds are no longer required and funds should be returned to the City of Lynden’s General Fund.

NOW THEREFORE, BE IT ORDAINED that the Lynden Municipal Code shall be amended as set forth herein:

Section 1: Lynden Municipal Code Chapter 3.05 pertaining to the Public Works Petty Cash Fund is hereby repealed.

Section 2: Lynden Municipal Code Chapter 3.06 pertaining to the Petty Cash Fund in Finance is hereby repealed.

Section 3: Lynden Municipal Code Chapter 3.07 pertaining to the Police Petty Cash Fund is hereby repealed.

Section 4: All other ordinances or parts thereof in conflict herewith are hereby repealed.

Section 5: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The council declares that it would have passed this code and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

Section 6: This ordinance shall take effect and be in force from and after its approval by the City Council and signed by the Mayor, otherwise, as provided by law and five (5) days after the date of its publication.

PASSED BY THE CITY COUNCIL THIS ____ DAY OF ____, 2024 BY AN AFFIRMATIVE VOTE, ____ IN FAVOR ____ AGAINST, AND SIGNED BY THE MAYOR ON THE SAME DATE.

MAYOR – Scott Korthuis

ATTEST:

CITY CLERK – Pam Brown

APPROVED AS TO FORM:

CITY ATTORNEY – Bob Carmichael

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	Draft Public Works Committee Meeting Minutes – July 1, 2024	
Section of Agenda:	Reports	
Department:	Reports	
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:	Public Works Committee Draft Meeting Minutes – July 1, 2024	
Summary Statement:	Public Works Committee Draft Meeting Minutes – July 1, 2024	
Recommended Action:	None.	



PUBLIC WORKS COMMITTEE MINUTES

4:00 PM July 01, 2024

City Hall 2nd Floor Conference Room

CALL TO ORDER

Members Present: Councilors Gary Bode, Gary Vis, and Brent Lensen

Staff Present: Mayor Scott Korthuis, City Administrator John Williams, Public Works Director Jon Hutchings, Programs Manager Mark Sandal, Senior Admin. Assistant Jennifer Bell, and Utility Technician Jeff Davis

Public Present: Norm Sangha, Cristobal Vela, Thomas Miles

1. Approve Minutes from June 05, 2024

Action

The minutes from June 05, 2024, were recognized and accepted by the Committee.

ACTION ITEMS

2. Request to Paint Curb Yellow between 1177 and 1181 East Grover Street

Thomas Miles (1177 East Grover) presented his concerns and a request to paint the curb yellow between the driveways of 1177 and 1181 E. Grover Street, as well as an additional five feet on the west side of his driveway, due to concerns with visibility of vehicles and pedestrians at the corner of Grover and Vinup. Hutchings presented photos of the site. Bode explained these requests are only granted if there are specific extenuating circumstances involving safety which he agreed exists at this location. Vis and Lensen agreed.

Action

The Public Works Committee concurred to grant the request to paint the curb yellow between 1181 and 1177 East Grover as well as an additional five feet west of Miles' driveway.

3. Request to Add 'No Parking' and 'Loading Zone' Signs on East Side of 4th St. Alley

Terry Redden with the Jansen Art Center requested help restricting parking along the 4th Street Alley side of their building. The request is to put up a 'No Parking - Loading Zone' sign near their side door and paint a loading zone crosshatch adjacent to the building along the east sidewalk of 4th Street Alley. Hutchings and Sandal inspected the area in question and suggested painting the fire hydrant zone in the alley as well. The Committee agreed with the loading zone and fire hydrant markings.

Action

The Public Works Committee concurred to grant the request.

4. Sewer Rate Study

Hutchings informed the Committee that the City received two responses to the RFP for a sewer rate study. The last study was completed over 10 years ago. The proposals were reviewed by the Public Works Department and the recommendation is to select FCS Group. Hutchings said one of the benefits of doing the rate study is to show the Department of Ecology that there is a viable plan to repay the loans received for the WWTP Upgrades. Vis asked if this study is a requirement and if the scope of services identifying two meetings with the City Council are necessary. Hutchings said it is not a requirement, but the City Council may have questions based on the results of the study, and the quantity of meetings can be adjusted if needed.

Action

The Public Works Committee concurred to present the consultant selection of FCS Group to City Council for approval.

5. 4th Street Parking Lot Proposed Revisions

Hutchings informed the Committee that after review of the 4th Street parking lot, which is currently straight in parking, the recommendation is to go back to diagonal parking with one way entry from Front Street. This configuration should make it easier to navigate within the lot and prevent vehicles from hitting the adjacent building. Angle parking will result in the loss of three parking spots but the overall improvement with access and navigation in the lot is worth it. Vis stated downtown parking congestion is usually only a problem between 11am and 2:30pm. The Committee was in support of angle parking and also suggested the City monitor for illegal parking and enforce parking lot rules. Hutchings informed the Committee that quotes have been received for seal coating the lot and the angle parking can be striped once completed.

Action

The Public Works Committee concurred to adjust the lot to angled parking.

INFORMATION ITEMS

6. Promotions

Josh – Plants Superintendent
Alysha – Plants Lead

7. New Sweeper in Service

Hutchings informed the Committee that Public Works received the new street sweeper, but it was sent back for repair of a part that wasn't working. He also noted that the old sweeper is back in service after some repairs. The new sweeper is partially funded by a Department of Ecology Stormwater Grant.

8. "Hot Spot" Letters from Whatcom County Regarding Drainage to Duffner Creek / Main Street

Davis informed the Committee that Duffner Ditch in Lynden and the County had high fecal counts in recent testing. A significantly high "Hot Spot" test in Lynden resulted in a letter sent by the Whatcom Clean Water Program to one property owner in the vicinity. Davis informed the Committee that the City is bound by its stormwater permit requirements to make a credible effort to keep the watershed clean. Davis has been documenting summer water conditions in town and discussed testing at City limits to determine what is entering the City's jurisdiction. Vis asked about DNA testing to

determine the source of the “hot spot”. Davis said the City has tried that method in the past, but it was not as conclusive as staff had hoped.

9. Norm Sangha Letter – Duffner Manufactured Home Park (W. Front and Duffner)

Norm Sangha, owner of the Duffner Manufactured Home Park, presented a request to reduce the building permit fees for the new spaces created at his Manufactured Home Park (MHP). Cristobal Vela, one of the trailer owners, stated that he cannot afford to pay \$18,000+ in connection fees. The Mayor suggested that the City look into the possibility of applying for County EDI funds to assist with connection fees which would help with affordable housing. Sangha suggested \$7,500 as a more reasonable connection charge.

Sangha also asked for the City’s assistance on another property he owns on Bay-Lyn Rd that cannot be developed until a solution for stormwater is identified.

The Committee directed staff to research options and review them with Sangha.

10. WWTP Expansion Update

Hutchings informed the Committee that the Department of Ecology’s final funding list came out and shows the City’s \$18M request for the construction phase of the Wastewater Treatment Plant Expansion is on the list at 1.2% interest. The next step will be completing the funding agreement.

The estimate to add a sixth bay to the New Maintenance Facility is \$385,000 plus sales tax. Lenssen stated it won’t be cheaper to do it in the future. Bode was in favor of adding the bay and Vis agreed.

11. Project Updates

Sandal informed the Committee of current project status:

- Cedar Drive Reconstruction – Sewer line work is underway, expected to be completed next week. Sandal explained some over excavation will be needed due to the native soil not being suitable as backfill on this project. May see additional cost up to \$60,000.
- Jim Kaemingk Trail Extension, Phase 3 – A ribbon cutting is scheduled for July 18th, at 11am.
- High School Parking Lot – The City crew removed the fencing along Bradley Rd. The pre-construction meeting is scheduled for Tuesday, July 2nd. The project is scheduled to start on Monday, July 8th.
- 1st Street Overlay / Hannegan – Signs went up announcing project start on July 8th, grinding to begin on July 10th, paving the following week. The traffic lights will be adjusted in that area to try and alleviate congestion.

NEW BUSINESS

12. Airport Advisory Board

Corwin McCaig resigned from the Airport Advisory Board in May 2024. Greg Bell has submitted a letter of interest to fulfill the unexpired term through December 31, 2025. The Mayor and Committee reviewed Bell’s letter of intent and resume.

Action

The Public Works Committee concurred to forward the appointment of Greg Bell to City Council for approval.

13. EV Charging Space Request

Lenssen informed the Committee that he received a request for an electric car charging station to be allowed in one of the spaces of the Lynden Community/Senior Center parking lot. Davis stated he has also spoken with Terry Treat, owner of The Inn at Lynden, who is preparing to present a plan to the City for an EV charging station at the Community Center lot.

ADJOURNMENT: The meeting was adjourned at 5:28pm.

NEXT MEETING: August 5, 2024

DRAFT

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	Approval of Payroll through July 15, 2024	
Section of Agenda:	Reports	
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:		
Payroll Certificates – Jun 2 to 29, 2024		
Summary Statement:		
Review of Payroll Certificates Approved at Finance Committee July 15 – Jun 2 to 29, 2024		
Recommended Action:		
None		

CITY OF LYNDEN

FINANCE DEPARTMENT
(360) 354 - 2829



City of Lynden Payroll Liability for June 2 thru June 15, 2024

Document No	Current Pay Period Jun 2-15 2024	Adjustments	Monthly Total
Vendor payments generated by the City of Lynden			
Check No			
Checks			
General Teamster	1,152.50	\$	1,152.50
Forge Fitness	26.57		26.57
NFOP-Labor Service	741.50		741.50
Homestead Fitness	463.25		463.25
Total Checks	2,383.82	\$	2,383.82
EFT Payments			
240621121	23,869.92	\$	23,869.92
240621121	32,649.02		32,649.02
240621119	1,845.44		1,845.44
240621121	7,584.95		7,584.95
240621118	5,634.84		5,634.84
	265.00		265.00
240621116	693.56		693.56
240621117	82,115.53		82,115.53
	7,812.84		7,812.84
	32.50		32.50
	1,215.87		1,215.87
	1,070.94		1,070.94
	313.00		313.00
	7,983.14		7,983.14
Total EFT Payments	173,086.55	\$	173,086.55
Total Vendor payments generated by the City of Lynden	175,470.37	\$	175,470.37

Reference No	Other vendor payments	Monthly Total
Quarterly		
Employment Security	1,538.98	1,538.98
PFML Wa Disability	5,848.92	5,848.92
WA L&I	20,982.23	20,982.23
Total Quarterly	28,370.13	28,370.13
Total Other vendor payments	28,370.13	28,370.13
TOTAL Vendor Payments	203,840.50	203,840.50

Employee payroll	EFT & Other Liabilities
Net Pay Direct Deposit	273,997.88
Checks	
240621000-240621115	\$
Net Pay Direct Deposit - Settlement	
City of Lynden Manual Checks	
Total Employee payroll	273,997.88

Council Approval	Monthly Total
Payroll Liability June 21, 2024	477,838.38
Vendor check adjustments	
EFT Vendor Adjustment	
Employment Security Adjustments	
Employment Security PML/PFL Adjustments	
Labor & Industries Adjustments	
Total Council Approval	477,838.38

BALANCE FORWARD \$ 6,546,511.75
Y. T. D. \$ 7,024,350.13

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Lynden, and that I am authorized to authenticate and certify said claim.

Approved for payment
July 15, 2024

Laura Scholl, Finance Director
Christy Fowler, Accounting Manager
Gina Impero, Accounting Lead, Payroll

CITY OF LYNDEN

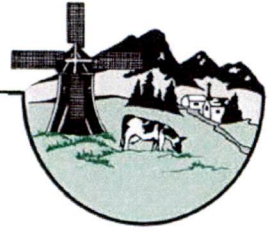
EXECUTIVE SUMMARY



Meeting Date:	July 15, 2024	
Name of Agenda Item:	Review of Claims through July 15, 2024	
Section of Agenda:	Reports	
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:	Claims Clearing Certificates June 18 through July 15	
Summary Statement:	Review of Claims Clearing Certificates June 18 through July 15	
Recommended Action:	None	

CITY OF LYNDEN

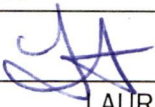
FINANCE DEPARTMENT
Laura Scholl, Finance Director
(360) 255-2829



CLAIMS CLEARING CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due, and unpaid obligation against the City of Lynden, and that I am authorized to authenticate and certify to said claim.

DATED: 6/18/24

SIGNED: 
LAURA SCHOLL, FINANCE DIRECTOR

As of this date 6/18/2024, the following vouchers and checks have been reviewed and recommended for Council payment approval:

Manual Checks No. _____	through _____	Amount \$ _____
EFT Payment Pre-pays		Amount \$ <u>0.00</u>
		Sub Total Prepays \$ <u>0.00</u>
Checks No. <u>30382</u>	through <u>30444</u>	Amount \$ <u>600,264.37</u>
EFT Payments		Amount \$ <u>7,207.49</u>
		Sub Total \$ <u>607,471.86</u>
Total Accounts Payable \$		<u>607,471.86</u>

Paid By Affidavit of Lost Check No. _____ Amount \$ _____

Voided Checks: _____

CITY OF LYNDEN


FINANCE DEPARTMENT
Laura Scholl, Finance Director
(360) 255-2829



CLAIMS CLEARING CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due, and unpaid obligation against the City of Lynden, and that I am authorized to authenticate and certify to said claim.

DATED: 7/2/2024

SIGNED: 
LAURA SCHOLL, FINANCE DIRECTOR

As of this date 7/2/2024, the following vouchers and checks have been reviewed and recommended for Council payment approval:

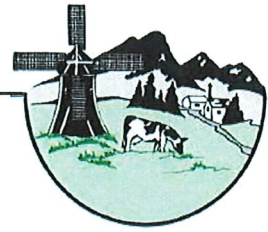
Manual Checks No. _____	through _____	Amount \$ _____
EFT Payment Pre-pays		Amount \$ <u>0.00</u>
		Sub Total Prepays \$ <u>0.00</u>
Checks No. <u>30445</u>	through <u>30537</u>	Amount \$ <u>328,205.56</u>
EFT Payments		Amount \$ <u>156,253.88</u>
		Sub Total \$ <u>484,459.44</u>
Total Accounts Payable \$		<u>484,459.44</u>

Paid By Affidavit of Lost Check No. _____ Amount \$ _____

Voided Checks: Check #29611 - approved by City Council 7/2/2024

CITY OF LYNDEN

FINANCE DEPARTMENT
Laura Scholl, Finance Director
(360) 255-2829



CLAIMS CLEARING CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due, and unpaid obligation against the City of Lynden, and that I am authorized to authenticate and certify to said claim.

DATED: 7/9/2024

SIGNED: 
LAURA SCHOLL, FINANCE DIRECTOR

As of this date 7/9/2024, the following vouchers and checks have been reviewed and recommended for Council payment approval:

Manual Checks No. _____ through _____	Amount \$ _____
EFT Payment Pre-pays	Amount \$ <u>0.00</u>
	Sub Total Prepays \$ <u>0.00</u>
Checks No. <u>30550</u> through <u>30585</u>	Amount \$ <u>53,049.58</u>
EFT Payments	Amount \$ <u>169,737.12</u>
	Sub Total \$ <u>222,786.70</u>
Total Accounts Payable \$	<u>222,786.70</u>

Paid By Affidavit of Lost Check No. _____ Amount \$ _____

Voided Checks: _____

