

CITY OF LYNDEN

CITY COUNCIL



City Council - Regular Meeting
Annex - 205 Fourth Street
May 20, 2024

Call to Order
Pledge of Allegiance

Roll Call

Oath of Office

Summary Reports and Presentations

Approval of Minutes

- [1.](#) Draft Council Meeting Minutes - May 6, 2024
- [2.](#) Draft Special Council Meeting Minutes - May 9, 2024

Citizen Comment

Consent Agenda

- [3.](#) Approval of Payroll and Claims
- [4.](#) 2023 Berthusen Park Annual Report
- [5.](#) Benson Park House Lease Agreement Extension
- [6.](#) Energy Services Contract for WWTP Early Procurement
- [7.](#) Interlocal Agreement- Public Health, Safety and Justice Facility Financing
- [8.](#) RES-24-1095 – Schedule Public Hearing, Adopting a Six Year Transportation Improvement Program (STIP) 2025-2030
- [9.](#) RES-24-1097 Request to Cancel Checks

Unfinished Business

New Business

- [10.](#) Award Bid for JK Trail – Depot Rd to 8th Street – Phase 3

Public Hearing

- [11.](#) Continuation of Public Hearing On the Question of Whether the City should Consider Discontinuing Fluoridization of the City’s Municipal Water Supply

Reports

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 20, 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



May 6, 2024

1. CALL TO ORDER

Mayor Korthuis called to order the May 6, 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: Interim Finance Director Christy Fowler, Parks Director Brent DeRuyter, Police Chief Steve Taylor, Public Works Director Jon Hutchings, City Clerk Pam Brown, City Administrator John Williams, and City Attorney Bob Carmichael.

SUMMARY REPORTS AND PRESENTATIONS

APPROVAL OF MINUTES

Councilor Wohlrab moved, and Councilor Strengholt seconded, to approve the April 15, 2024 regular council minutes. Motion approved on 7-0 vote.

CITIZEN COMMENT

Cynthia Ripke-Kutsagoitz, Guide Meridian, Lynden

Miscellaneous thoughts and opinions on the Holocaust, Mother's Day, and Veteran's Day.

EXECUTIVE SESSION

Council adjourned into executive session at 7:12 pm to discuss an issue related to possible litigation as allowed by RCW 42.30.110(1)(i), with no expectation of a decision. Council reconvened at 7:22 pm.

CITY OF LYNDEN



CITY COUNCIL
MINUTES OF REGULAR MEETING

2. CONSENT AGENDA

Payroll Liability to April 7 through April 20, 2024

EFT & Other Liabilities

Non-L&I Liabilities

Monthly EFT	\$604,308.39
Check Liability	\$0.00
Total Non-L&I Liabilities	\$604,308.39
Quarterly Liabilities	\$28,370.13
Total EFT & Other Liabilities	\$632,678.52

Approval of Claims – May 7, 2024

Manual Warrants No.	29951	through	<u>29953</u>		\$402,968.29
EFT Payment Pre-Pays					\$10,031.62
				Sub Total Pre-Pays	\$412,999.91
Voucher Warrants No.	<u>29966</u>	through	<u>30083</u>		\$603,732.63
EFT Payments					<u>\$361,924.91</u>
				Sub Total	\$965,657.54
	Total Accts. Payable				\$1,378,657.45

Award Bid for Lynden High School Parking Lot

Staff solicited bids for the Lynden High School Parking Lot. This project includes new paved parking, pavement repair, extruded curb, crack sealing, fog seal (seal coat), striping, minor electrical work and other work shown in the contract documents.

Five (5) bids were received on April 18, 2024, as shown on the Bid Tabulation prepared by Reichardt & Ebe. At the Public Works Committee meeting on April 3, 2024, the Committee concurred that the bid results could be forwarded directly to City Council after being informed of the results. The recommendation is to award the contract to Western Refinery Services, the lowest responsive and responsible bidder, in the amount of \$314,352.29, which includes Washington State Sales Tax. The Engineer’s Estimate was \$305,542.81.

ORD-24-1686 Line of Credit Peoples Bank- Council Beld pulled from Consent Agenda

Ordinance No. 23-1670 was approved by council on July 17, 2023. It allowed for a renewal of our Line of Credit revolving account with Banner Bank. The City received an offer from People’s Bank to take over the funding of this line of credit at a rate of 5.75%, which is .03% less. The City’s Bond Counsel and Finance Director have reviewed this proposal for a vendor change.

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Award Bid for 1st Street Overlay

Staff recently solicited bids for 1st Street Overlay. This project includes the structural overlay of 1st Street, starting south of Grover and extending south of Riverview Rd to the approximate City Limits. It also includes pedestrian ramp reconstruction.

Three (3) bids were received on April 25, 2024, as shown on the Bid Tabulation prepared by Reichhardt & Ebe. At the Public Works Committee meeting on April 3, 2024, the Committee concurred that the bid results could be forwarded directly to City Council after being informed of the results. The recommendation is to award the contract to Lakeside Industries, Inc., the lowest responsive and responsible bidder, in the amount of \$436,824.00.

This project will be funded in part by the WA State Transportation Improvement Board (TIB) and the balance of the funding will be from the City's Transportation Benefit District (TBD) fund. The Engineer's Estimate was \$539,240.00.

Professional Services Agreement with Reichhardt & Ebe Engineering Inc.

Reichhardt & Ebe Engineering, Inc. (R&E) shall provide preliminary design through final design including permitting and related documents for the reconstruction of Bradley Road from Vinup Road to Line Road. The proposed design will connect to existing intersections at either end of the project and will consist of roadway, stormwater, water main, and pedestrian design. R&E will proceed with work immediately upon Notice to Proceed except for no work under Item 4.0, Right-Of-Way (ROW) and Easement Acquisition, prior to written notice from the City which is pending approval of ROW funds.

This project design is funded with state funds administered through WSDOT Local Programs. Anticipated design schedule: Notice to Proceed – May 2024 Advertisement for Construction Bids – Spring/Summer 2025. Contract cost including design, subconsultants, and reimbursables is \$294,637.30.

MOU for Schoolyard Park Project

At the April 15, 2024, City Council Meeting, the City accepted a donation and completion of two structures at the Schoolyard Park from Whatcom Community Foundation. The Memorandum of Understanding (MOU) provides a statement of roles and responsibilities of the parties associated with the project.

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Set Public Hearing – Consider a Resolution on Intent to Annex the City’s SW Urban Growth Area (Annex Application 24.01)

At the June 3rd meeting the City Council will be asked to take public comment and make a decision concerning Annexation Application 24-01 representing approximately 279 acres on the southwest edge of the city. This area represents the full extent of the City’s current Urban Growth Area (UGA) in this area.

Per the Future Land Use designations assigned in the City Comprehensive Plan the area falls within 3 different land uses: industrial, low density residential, and public use. The review of annexations is meant to consider the following: 1. Whether the City shall accept, reject, or geographically modify the proposed annexation area; and 2. Whether the City shall require simultaneous adoption of a proposed zoning regulation consistent with the City Comprehensive Plan and applicable sub-area plan; and 3. If such a proposal has been prepared and filed in the area to be annexed as provided for in RCW 35A.14.330 and RCW 35A.14.340; and 4. Whether it shall require the assumption of indebtedness by the area to be annexed.

Upon annexation the Council will also be asked to decide on zoning designations within the assigned land use categories. It should also be noted that Whatcom County is currently reviewing the application in regard to potential infrastructure indebtedness. The Planning Commission held a hearing to consider this item on April 29th.

The subsequent Commission resolution and recommendation are included in the council packet. If recommended for annexation, the application will be sent to the Boundary Review Board for comment prior to a final ordinance of the City Council which would formally annex the property. The proposed amendment is legislative in nature and public comment will be accepted. The proposed public hearing date is June 3, 2024.

Motion made by Councilor Bode, seconded by Councilor Vis to approve the Consent Agenda. Motion approved 7-0.

3. UNFINISHED BUSINESS – None.

4. NEW BUSINESS

Jansen Art Center Special Event Application – Street Closure, July 27, 2024

The Jansen Art Center has requested to close a portion of Front Street for a “Front Street Arts Festival.” The closure would require approval by council.

Motion made by Councilor Bode, seconded by Councilor Wohlrab to deny the Jansen Art Center Special Event application as submitted. Motion approved 7-0.

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

Downtown Wayfinding Sign Proposal

At a recent Community Development Committee (CDC) meeting members of the Downtown Business Association (DBA) joined the group to discuss a proposal they had for installing one directory sign geared toward helping pedestrians orient themselves to business - especially those that may be utilized by out of town tourists.

The proposed location is just outside of the Chamber of Commerce office near the Phoebe Judson statue. Here, the flowering tree structure is going to be moved west across the street so that it does not block the view of the statue. The DBA president, Ron Hanson, also explained to the CDC that the vinyl sign can be updated in whole or in part when business change. The DBA intends to be responsible for the update of the sign content.

The City’s sign code permits the placement of directory signs or kiosks within the Historic Business District. A street encroachment permit would be needed to verify the location and installation method with the Public Works Department. The CDC recommended the installation of the sign if the DBA made efforts to include any businesses that wanted to be listed. The DBA has subsequently included this item on their upcoming meeting agenda to solicit interest and discuss the cost and timeframe for installation.

Councilor Lenssen pulled this item from the agenda, sending the item back to Community Development Committee for further review and discussion.

5. PUBLIC HEARING

On the Question of Whether the City Should Consider Discontinuing Fluoridization of the City’s Municipal Water Supply

	Name	City	Discontinue Fluoride
1	Candy Hoksbergen	Lynden	Yes
2	Betty Vandyken	Lynden	Yes
3	Gloris Bode	Lynden	Yes
4	Harlan Kredit	Lynden	No
5	Jack Veltkamp	Lynden	No
6	Mary Lou Childs	Lynden	Yes
7	Marc Urban	Lynden	Yes
8	Jill Shelly	Lynden	Yes
9	Lynette Ondeck	Bellingham	No
10	David Baker	Bellingham	No
11	Susan Kranzpiller	Blaine	No
12	Mark Breinholt	Lynden	No
13	Misty Flowers	Lynden	Yes
14	Lance VanderGiessen	Lynden	No
15	Michael Barrett	Lynden	No

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

16	Stacy Torrance	Seattle	No
17	Megan Wiseman	Lynden	Yes
18	Khushdip Brar	Lynden	Yes
19	Debra Hanenburg	Lynden	Yes
20	Jonathan Henry	Lynden	No
21	Kate Nelson	Lynden	Yes
22	Sarah Feenstra	Lynden	Yes
23	Daniel Robison	Lynden	No
24	Amrit Kaur	Lynden	Yes
25	Elisha Wyatt	Lynden	Yes
26	Sally Mickley	Lynden	Yes

6. REPORTS

Councilor Bode reviewed the Public Works Committee meeting minutes.

Councilor Lenssen reviewed the Community Development meeting minutes.

Council members agreed that they would like representatives from Puget Sound Energy and Cascade Natural Gas to come before council to discuss energy impacts for the city of Lynden.

Mayor Korthuis agreed to bring the Bridge Project presentation before council at a future meeting.

City Administrator Williams attempted to clarify the council's recommended options for those submitting a Special Events Permit.

Councilor Beld would like to discuss the possibility of posting the council meeting audio recording to the city's website.

7. EXECUTIVE SESSION

The executive session was held earlier in the meeting.

8. ADJOURNMENT

May 6, 2024 regular session of the Lynden city council adjourned at 9:08 p.m.

Pamela D. Brown, City Clerk

Scott Korthuis, Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 9, 2024	
Name of Agenda Item:	Draft Special Council Meeting 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 special council minutes – May 9, 2024.	
Summary Statement:	N/A	
Recommended Action:	Review and approval of May 9, 2024 draft special council minutes.	



Special City Council Meeting

May 9, 2024

1. CALL TO ORDER

The special council meeting was called to order at 3:45 pm.

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: Interim Finance Director Christy Fowler, Police Chief Steve Taylor, City Clerk Pam Brown, and City Administrator John Williams.

2. NEW BUSINESS

ORD-24-1686 Line of Credit Peoples Bank

Ordinance No. 23-1670 was approved by council on July 17, 2023. It allowed for a renewal of our Line of Credit revolving account with Banner Bank. The City received an offer from People’s Bank to take over the funding of this line of credit at a rate of 5.75%, which is .03% less. The City’s Bond Counsel and Finance Director have reviewed this proposal for a vendor change.

Motion made by Councilor Bode, seconded by Councilor Strengholt to adopt ORD-24-1686. Motion passed 7-0.

3. ADJOURNMENT

The May 9, 2024 special council meeting adjourned at 3:52 pm.

Pamela D. Brown, City Clerk

Scott Korthuis, Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 20, 2024	
Name of Agenda Item:	Approval of Payroll and Claims	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Approval of Payroll and Claims	
Recommended Action:	Approval of Payroll and Claims	

CITY OF LYNDEN

EXECUTIVE SUMMARY - FINANCE



Meeting Date:	May 20, 2024	
Name of Agenda Item:	2023 Berthusen Park Annual Report	
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:		
2023 Berthusen Park Annual Report:		
Summary Statement:		
<p>Annual Review of the Berthusen Park Annual Report:</p> <p>As stipulated in the Berthusen will, granting Berthusen Park to the City of Lynden, a financial report needs to be reviewed annually by the City Council.</p>		
Recommended Action:		
For Information Only.		

BERTHUSEN PARK - 2023 FINANCIAL REPORT

REVENUES:

Non-Operating Revenues:

Beginning Cash/Investment (Nonspendable)	72,220
Beginning - Cash/Investments (Assigned):	167,308
Interest Income - Trust	6,120
Total Non-Operating Revenues:	\$ 245,649

Operating Revenues:

Real Estate Property Taxes	65,000
Interest	1,600
Facility Rentals	12,415
Land Leases	21,299
House Rent	11,700
Miscellaneous	383
Total Operating Revenues:	\$ 112,397

TOTAL REVENUES:

\$ 358,046

EXPENDITURES:

Operating Expenditures:

Salaries/Benefits	43,473
Assessments/Taxes	1,183
Communications (Telephone)	1,218
Insurance	13,682
Public Utilities	3,355
Repairs/Maintenance	18,938
Supplies	6,959
Miscellaneous	464
Total Operating Expenditures:	\$ 89,271

TOTAL EXPENDITURES:

\$ 89,271

TOTAL ENDING CASH / INVESTMENT

\$ 268,775

ALLOCATION:

ENDING CASH/INVESTMENT - TRUST (Nonspendable)	\$ 72,220
ENDING CASH-WORKING CAPITAL (Assigned)	\$ 196,555

Prepared by: Christy Fowler, Interim Finance Director
 Council Review: May 20, 2024
 Published Lynden Tribune: May 22, 2024

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	May 20, 2024	
Name of Agenda Item:	Benson Park House Lease Agreement Extension	
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 checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
Benson Park House Lease Agreement Extension		
Summary Statement:		
<p>The house at 8727 Benson Road lease is due for a fair market value increase. The Parks Department and Administration are researching information across the area for such a rate. Due to updated Washington State Landlord-Tenant laws, the city needs to offer the tenant a fair amount of time once such a rate is determined to make a decision on occupancy moving forward. During this six-month period, the rental shall remain at \$885 per month with the addition of the leasehold excise tax required at 12.84%. The Parks Department and the City Administrator have reviewed the lease agreement extension and recommended bringing it to full council for approval.</p>		
Recommended Action:		
Motion to approve the lease agreement extension between the City of Lynden and Anders Fiksdal and Casey Jensen and authorize the Mayor's signature on the agreement.		

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	May 20, 2024	
Name of Agenda Item:	Energy Services Contract for WWTP Early Procurement	
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 checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Interagency Amendment Funding Approval	
Summary Statement:	<p>Public Works recently received certification from the Department of Ecology qualifying the City's Wastewater Treatment Plant Retrofit for a 1.2% \$18M construction loan from the State Revolving Fund. In anticipation of construction in 2025, it is necessary to procure certain electronic items that have 15 months lead time, so that they will be delivered for install at the right time during construction. The delivery schedule is time-critical because aspects of the project must be completed during the summer when waste loads are minimal.</p> <p>The Public Works Committee reviewed the Energy Services Contract for Wastewater Treatment Plant Pre-Procurement at their April 3rd and May 15th meetings and recommended forwarding the contract to City Council for approval.</p> <p>The outlay for this early procurement is advanced from the overall project construction cost in the amount of \$848,402. It will be paid from a combination of project loan and EDI grant funds.</p>	
Recommended Action:	That City Council approve Department of Enterprise Service Contract documents authorizing this procurement and authorize the Mayor's signature on the Contracts.	



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AMENDMENT	
	IAA No.:	K7591
City of Lynden 300 4 th St. Lynden, WA 98264	Project No.	2024-224
	Amendment No.	1
	Date:	April 29, 2024

INTERAGENCY AMENDMENT

Between

CITY OF LYNDEN

And

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

The parties to this Amendment, the Department of Enterprise Services, Energy Program, hereinafter referred to as “DES”, and City of Lynden, hereinafter referred to as the “CLIENT AGENCY”, hereby amend the Agreement as follows:

1. **TERM.** The term of the agreement commences May 24, 2022, and ending on December 31, 2026 unless altered or amended as provided herein.
2. **STATEMENT OF WORK; COMPENSATION.** Energy Program shall provide the following services, for the following compensation, to Client Agency.
 - a. **SERVICES:** DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” and Attachment “C”, attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment “A” and Attachment “C”.

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2a.1 Lynden WWTP Oxidation Ditch MLE Upgrade outlined in the Trane U.S., Inc. Energy Services Proposal dated April 29, 2024, Project No. 2024-224.

2a.2 Review of Measurement and Verification reports for the Lynden WWTP Oxidation Ditch MLE Upgrade outlined in the Trane U.S., Inc. Energy Services Proposal dated April 29, 2024, Project No. 2024-224.

The CLIENT AGENCY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

- b. COMPENSATION. Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.
- i. Project Management Services (Attachment A): For Project Management Services provided by DES, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment “B”.
 - ii. Termination Fee: If the CLIENT AGENCY after authorizing an investment grade audit and Energy Services Proposal, decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY’s cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment “B”. The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).
 - iii. Measurement & Verification Services (Attachment C): If measurement and verification services beyond the first three years following the Notice of Commencement of Energy Services are requested by the CLIENT AGENCY, and provided by DES under Attachment “C” of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year that monitoring and verification services are provided.
- c. PAYMENT OF ESCO SERVICES. Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, recommended approval, and sent the invoices to the CLIENT AGENCY for payment.

2c.1 Energy Project Management Fee for the work described in Section 2a.1 is \$58,300.00. Anticipated billing date for this Amendment is June 1, 2025. Project No. 2024-224.

2c.2 Measurement and Verification (M&V) Fee for the work described in Section 2a.2 is included in the project management fee for the first three years. Duration of the M&V period for this Amendment is one year. Anticipated M&V review date for this Amendment is June 2026, Project No. 2022-224.

The new total Agreement value is \$58,300.00.

Sections d. through e. terms and conditions of the original Agreement remain in full force and effect.

3. INVOICES; BILLING.

- a. **BILLING PROCEDURE.** Energy Program shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number. Energy Program will invoice for any remaining services within 60 days of the expiration or termination of this Agreement.
- b. **PAYMENT PROCEDURE.** The CLIENT AGENCY shall pay all invoices received from the Energy Program within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.
- c. **BILLING DETAIL.** Each invoice submitted to Client Agency by Energy Program shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this Agreement and include the following:
 - The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount
- d. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Lynden

**Department of Enterprise Services
 Energy Program**

 Title Date

 Kirsten G. Wilson, PE
 Energy Program Manager
 Title Date

ATTACHMENT A

PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

ATTACHMENT B - Fee Schedule

2023-25 Interagency Reimbursement Costs
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$68,800.....	25,700
4,000,001.....5,000,000.....	67,700.....	25,400
3,000,001.....4,000,000.....	66,700.....	25,000
2,000,001.....3,000,000.....	62,500.....	23,400
1,500,001.....2,000,000.....	58,300.....	21,800
1,000,001.....1,500,000.....	51,600.....	19,300
900,001..... 1,000,000.....	43,800.....	16,400
800,001.....900,000.....	41,300.....	15,400
700,001.....800,000.....	38,300.....	14,400
600,001.....700,000.....	36,500.....	13,700
500,001.....600,000.....	33,800.....	12,600
400,001.....500,000.....	30,200.....	11,300
300,001.....400,000.....	25,800.....	9,700
200,001.....300,000.....	20,700.....	7,700
100,001.....200,000.....	14,400.....	5,400
50,001.....100,000.....	7,800.....	3,500
20,001.....50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES’s Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and energy service proposal. No termination fee will be charged unless the CLIENT AGENCY decides not to proceed to construction based on an energy services proposal that identifies projects that met the CLIENT AGENCY’S cost effectiveness criteria.
3. If the project meets the CLIENT AGENCY’S cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY’S established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.



ATTACHMENT C – SCOPE OF WORK

Energy/Utility Conservation Projects

MEASUREMENT & VERIFICATION SERVICES

Statewide Energy Performance Contracting Program

If requested DES will provide the following measurement and verification services following the Notice of Commencement of Energy Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO’s annual Measurement and Verification (M&V) report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and recommend approval of any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and the Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with the Client Agency and the ESCO to review and discuss the annual M&V report.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

April 29, 2024

TO: Jon Hutchings, City of Lynden
FROM: Kim Obi, Contracts Specialist, (360) 972-5003
RE: Agreement No. 2024-224 A (1), Amendment No. 1
Contract No. 2024-224 G (1-1)
Lynden WWTP Oxidation Ditch MLE Upgrade

IAA No. K7591

Trane U.S., Inc.

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows (see page 2 for funding detail):

Table with 2 columns: Item, Amount. Rows include ESCO Audit (\$ 875,830.00*), ESCO Professional Services Total (\$ 227,235.83), ESCO Construction Total (\$ 562,866.17), DES Energy Program Project Management Services Total (IAA) (\$ 58,300.00), and Total Funding (\$ 1,724,232.00).

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

**Agency plans to utilize federal funding for this project: Y N
[] []

By _____ Date _____
Name / Title

Please sign and return this form to Contracts. If you have any questions, please call me.

Funding Approval Detail

ESCO Professional Services

Energy Audit and Energy Services Proposal	\$ 875,830.00
*Audit & Energy Services Proposal from Authorization 24-224 A (1)	\$ (875,830.00)
Design and Implementation of Energy Conservation Measures	\$ 136,157.00
Sales Tax (9.0%) (Includes tax on Audit proposal)	\$ 91,078.83
Total	\$ 227,235.83

ESCO Construction

ESCO Contract Amount	\$ 443,610.00
Sales Tax (9.0%)	\$ 39,924.90
Contingency Amount (with Tax)	\$ 79,331.27
Total	\$ 562,866.17

DES Energy Program Project Management Services

Project Management Fee from IAA No. K7591, Amendment No. 1	\$ 58,300.00
Total	\$ 58,300.00

Note: Items and dollar values shown in a lighter color shade have been approved via previous funding authorizations and are shown for informational purposes only.

2024224GcontAamd1 fundingko

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 20, 2024	
Name of Agenda Item:	INTERLOCAL AGREEMENT ON THE PUBLIC HEALTH, SAFETY AND JUSTICE FACILITY FINANCING	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	INTERLOCAL AGREEMENT ON THE PUBLIC HEALTH, SAFETY AND JUSTICE FACILITY FINANCING	
Summary Statement:	<p>This is the agreement between Whatcom County and the cities to use the recent voter approved .02% Sales Tax to fund the new jail and justice facilities. The County Executive made a presentation to the Council at the April 15, 2024 regular meeting.</p>	
Recommended Action:	<p>To make a motion to approve the interlocal agreement and authorize the Mayor to sign the document.</p>	



MEMO:

TO: Whatcom County Council
Mayors and Councils of the cities of Bellingham, Blaine, Everson, Ferndale,
Lynden, Nooksack and Sumas

FROM: Tyler Schroeder, Whatcom County Deputy Executive

THROUGH: Satpal Sidhu, County Executive

DATE: April 22, 2024

RE: **Interlocal Agreement on the Public Health, Safety and Justice Facility
Financing**

Whatcom County is pleased to present the attached agreement for your consideration. The proposed agreement outlines how Whatcom County and the seven Whatcom County cities will jointly finance the construction of a new Whatcom County Justice Facility and Behavioral Health Treatment Center.

On June 6, 2023, the mayors of all seven Whatcom County cities sent Whatcom County a letter indicating their willingness to participate in funding a new correctional facility, so long as its size was adequate to meet cities' capacity demands. The letter outlined the cities' collective commitment to make a significant up-front capital investment in a new jail to drive bond costs under \$100 million for a new Justice Center expected to cost \$150 million. After such contribution, the cities would not be charged a capital fee for use of the new jail.

On July 11, 2023, the Whatcom County Council passed [Ordinance 2023-039](#) which put a 2/10 of 1% sales tax on the ballot to provide funding for public health, safety, and justice facilities and services. County Ord. 2023-039 and the associated [Justice Project Implementation Plan](#) created a framework to construct a new adequately sized jail and fund a range of incarceration prevention programs in the community. In the general election held on November 7, 2023, the citizens of Whatcom County approved of this measure with a yes vote of 63%. By statute, the Department of Revenue will split sales tax proceeds 60/40 between Whatcom County and the Whatcom County cities.

Ord. 2023-039 requests the County Executive work with the seven cities to enter into an interlocal agreement governing Justice Facility financing and establishing a Finance and Facility Advisory Board. The enclosed agreement and financial framework meets the mutual goals of the cities and County to accomplish the capital project while allowing the cities to retain a portion of sales tax revenue for City priorities, provides timely funding for incarceration prevention programs identified in the Justice Project Implementation Plan, and ultimately increasing the cities retention of 100% of their respective share. Part III, Section 3 of the agreement lays out the financial framework and details for city contributions toward the capital project. The agreement also provides access to the facility on an "equal priority basis" and ensures any booking restitutions will be shared equally amongst all Parties.

Projections show that as early as 2029, 50% of countywide proceeds from the new public safety tax could be allocated toward Justice Project Implementation Plan priorities other than the new jail, consistent with the intent of Ord. 2023-039. Whatcom County and the City of Bellingham will spend all of their tax proceeds consistent with the Justice Project Implementation Plan, whereas small cities have more allowances for spending on public safety expenses. With this framework in mind, the proposed agreement requires concurrence on modifications to the Implementation Plan by the Bellingham City Council.

Lastly, the Agreement establishes membership on a Finance and Facility Advisory Board, subject to the Open Public Meetings Act, which will provide financial oversight of funds collected and make recommendations on the finance and operations of the Justice Facility and Treatment Center. Members of this Board will be jointly confirmed by Whatcom County Council and the Bellingham City Council.

Whatcom County is committed to successful construction of a new Justice Facility and Behavioral Health Treatment Center while simultaneously expanding incarceration prevention services. If you have any questions on the proposed agreement or Justice Project Implementation Plan, please contact the County Executive's Office at (360) 778-5200.

Thank you for your consideration and partnership.

Enclosed: Interlocal agreement on the public health, safety and justice facility financing.

INTERLOCAL AGREEMENT ON THE PUBLIC HEALTH, SAFETY AND JUSTICE FACILITY FINANCING

This Interlocal Agreement for the Public Health, Safety and Justice Facility Financing ("Agreement") is by and among Whatcom County ("County"), a political subdivision of the State of Washington ("State"); the City of Bellingham ("Bellingham"); the City of Blaine ("Blaine"); the City of Everson ("Everson"); the City of Ferndale ("Ferndale"); the City of Lynden ("Lynden"); the City of Nooksack ("Nooksack"); and the City of Sumas ("Sumas"), pursuant to RCW Chapters 70.48 and 39.34. Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack and Sumas are referred to collectively as the "Cities" and individually as a "City." The County and Cities may collectively be referred to as "Parties" and individually as "Party" hereinafter. The County Executive, or designee, will serve as the administrator of the Agreement, on behalf of the County, pursuant to RCW 39.34.

PART I - RECITALS

1. The County is charged by State law with the operation and maintenance of jail facilities in Whatcom County and intends to build, own and operate a new Whatcom County Justice Facility and coordinated Behavioral Health Treatment Center ("Justice Facility and Behavioral Health Treatment Center") on LaBounty Drive in Ferndale, Washington. The Justice Facility will replace existing jail facilities located on Prospect and Division Streets in Bellingham, Washington (hereinafter, the "Existing Jail").
2. The Parties require additional jail capacity and improved infrastructure to meet their obligation to provide a safe incarceration facility. The Cities that have agreed to, signed, and are party to this Agreement desire use of the Justice Facility and Behavioral Health Treatment Center for the detention and provision of support services to City inmates, respectively.
3. The Justice Facility and Behavioral Health Treatment Center will include inmate housing, booking, and administration facilities; expanded medical and behavioral health facilities, including behavioral health beds located in both the Justice Facility and a co-located Behavioral Care Center. The Parties intend that the size and design of the Justice Facility and Behavioral Health Treatment Center should be consistent with the goals and outcomes described in the Justice Project Implementation Plan ("Implementation Plan") and County Ordinance 2023-039.
4. The co-located Behavioral Care Center will provide inpatient treatment and re-entry services for individuals appropriate for placement as an alternative to incarceration consistent with the Justice Project Implementation Plan. This facility may be an in-custody or out of custody facility, depending on legal, financial, operational, and service considerations. Operations of the facility may be contracted to a third-party behavioral health treatment provider, at the County's discretion. The County will work with the Finance and Facility Advisory Board (described herein) and Law and Justice Council and its subcommittees to determine the appropriate operational structure for the Behavioral Care Center.

5. If any City listed and intended as a Party to this Agreement fails to approve and execute this Agreement by June 1, 2024, the County may reduce the size and scope of the project described herein, including a reduction of jail beds and medical and behavioral health facility beds. This may be commensurate with the non-participating City's actual and expected cost share for the Justice Facility and Behavioral Health Treatment Center. Under such circumstances, a nonparticipating City will not be granted access to use of the Justice Facility and Behavioral Health Treatment Center on the same conditions granted to the Parties of this Agreement.
6. The Parties agree that the community and taxpayers are best served by a cooperative, collective approach to criminal justice and behavioral health services, including the development of the Justice Facility and Behavioral Health Treatment Center, through joint planning, design, funding, service and operations to maximize efficiency and promote economies of scale.
7. The Parties acknowledge the Cities' requests, referenced in County Ordinance 2023-039, to (a) eliminate booking restrictions through the construction of an appropriately-sized jail based on a fair analysis of jail use, bookings, and population growth, taking into consideration strategic investments to avoid unnecessary incarceration, (b) identify and develop a mechanism for creating additional bed capacity if the facility reaches 85% of operational capacity (as defined by national standards for a period of eight of the past twelve months), (c) establish collaborative protocols to utilize other county or regional jails to accommodate the bed needs of the County and Cities when needed and, (d) in a last case scenario, implement booking restrictions on an equal priority basis.
8. The Parties agree to form the County and Cities Justice Facility and Behavioral Health Treatment Center Finance and Facility Advisory Board ("Finance and Facility Advisory Board"), which shall provide financial oversight of the funds collected from this sale and use tax and make recommendations related to the finance, construction, and operations of Justice Facility and Behavioral Health Treatment Center.
9. The Parties seek to avoid, when possible, booking restrictions and the need to transport pre-trial inmates to facilities located outside of Whatcom County. Consistent with this Agreement's cooperative, collective approach to providing for correctional needs, the Parties intend to share uniformly in the burden of reduced capacity at the jail. The Parties will endeavor to use alternatives to booking and incarceration when practical. Further, the Parties will work to identify inmates that are best suited to be held pre-trial or incarcerated post-conviction at out-of-county facilities, without regard to the charging Party.
10. In the general election held on November 7, 2023, the citizens of Whatcom County approved, with an affirmative vote of 63%, Whatcom County – Proposition 2023-04 – Public Health, Safety and Justice Sales and Use Tax, which stated "The Whatcom County Council passed Ordinance No. 2023 - 39 concerning funding for public health, safety, and justice facilities and services. If approved, this proposition would authorize a sales and use tax of two-tenths of one percent (0.2%) for costs associated with a new County jail, behavioral health, supportive housing, public safety, and other criminal justice facilities and services, as authorized by RCW 82.14.450." The collection of this new two-tenths countywide sales tax will start in April 2024, and remittance of revenues from the State Department of Revenue to the County and Cities will begin in July

2024.

11. The negotiation and execution of this Agreement is intended to yield a long-term commitment to globally address capital funding of the Justice Facility and Behavioral Health Treatment Center and certain Jail Oversight and Advisory Board matters addressed in this Agreement. The Parties to this Agreement intend to make a long-term commitment and provide financial contributions to obtain continued access to the Existing Jail and new Justice Facility and Behavioral Health Treatment Center. Subject to the terms and conditions herein, the County will make the Existing Jail and Justice Facility and Behavioral Health Treatment Center and related on-site services and programming available for participating Cities' use, pursuant to the terms of this Agreement.
12. By entering into this Agreement, the Parties express their support for the incarceration reduction goals of the Whatcom County Incarceration Prevention and Reduction Taskforce ("IPRTF"), which serves as the County's Law and Justice Committee ("LJC") and the Justice Project Implementation Plan. The Parties agree to collectively make both initial and ongoing investments – using a combination of proceeds from this sales and use tax and other local, state, and federal funds – to fund projects and programs that increase access to community-based behavioral health services, substance use disorder treatment, re-entry services, supportive housing, diversion, public safety, and other incarceration reduction programs. Investments have already begun and will occur concurrently with the planning and construction of a new Justice Facility and Behavioral Health Treatment Center.
13. The County owns and operates an existing interim adult correctional facility located on Division Street in Bellingham, Whatcom County, Washington. The County intends to repurpose the interim adult correctional facility to a criminal justice, behavioral health, or re-entry facility (informed by the IPRTF/LJC) when the Justice Facility and Behavioral Health Treatment Center is completed and operational. The goal of this re-purposed facility would be to reduce incarceration rates of people with behavioral health problems. This facility will not be used as an adult correctional facility. This project will be further defined by the County with the input of the IPRTF/LJC and it is likely that the county's portion of the sales tax funds used for Justice Project Implementation Plan strategies will help fund the construction and operations, as appropriate.
14. The County is constructing a 23-Hour Crisis Relief Center which will provide behavioral health urgent care and other crisis services. Once operational, the Crisis Relief Center will allow for alternatives to booking individuals at the Justice Facility and Behavioral Health Treatment Center, as appropriate. The Parties will have an opportunity to provide input into the design and operations of the Center.
15. By entering into this Agreement, the Parties express their shared commitment to
 - a. Utilize Public Health, Safety and Justice Sales and Use Tax ("Sales Tax") proceeds for mutually beneficial public health, safety, and justice facilities and services, consistent with County Ordinance 2023-039, and
 - b. Provide sufficient up-front funding to complete the construction of an adequately sized Justice Facility and Behavioral Health Treatment Center and ensure ongoing bond principal and interest payments leave a minimum of 50% of the Sales Tax revenue available for investments in behavioral health, re-entry, housing, and

- diversion facilities and services consistent with the Implementation Plan, and
- c. Develop and construct an appropriately sized Justice Facility and Behavioral Health Treatment Center based on a fair analysis of jail use, bookings, and population growth, while taking into consideration strategic investments to avoid unnecessary incarceration, and
- d. Applying a minimum of 50% of the ongoing Sales Tax revenue to other implementation priorities and goals to be accomplished starting no later than 2030, after the County and Cities have contributed to the up-front capital allocation as outlined in section 3t; and
- e. Allow each jurisdiction to retain Sales Tax revenue, consistent with RCW 82.14.450(6) as soon as reasonably possible.

NOW, THEREFORE, in consideration of the foregoing, which are a material part of this Agreement, the Parties agree and contract as follows:

PART II - AGREEMENT

1. **NEW AGREEMENT.** This Agreement shall become effective when the conditions set forth in Paragraph 2, below, have occurred. The existing jail use agreements between and among the Parties shall remain in force and effect pursuant to the terms thereof, subject to the stated length of term in each of those agreements. Subsequent agreements for jail operations and/or implementation plan services shall not be inconsistent with the terms outlined in this Agreement, unless this Agreement is modified by all Parties.
2. **EFFECTIVE DATE OF AGREEMENT.** This Agreement will become fully effective and immediately binding upon signing by all Parties on or before June 1, 2024 (the "Effective Date") for the Parties which have signed by that date, consistent with its terms, including Recital 4 above, without further action or consent by the Parties hereto.
3. **ELIGIBLE EXPENDITURES AND ALLOCATION OF SALES TAX.**
 - a. The Parties agree that all funds derived from the Sales Tax shall be distributed to the County and the incorporated cities within the County by the Washington State Department of Revenue ("DOR") according to the distribution formula set forth in State law as of the date this Agreement is executed (60% to the County, and 40% to the Cities on a per capita basis of the population within incorporated cities).
 - b. Funds collected under the Sales Tax must be used for expenses consistent with Proposition 2023-04 approved by the voters, this Agreement and the Justice Project Implementation Plan, except as outlined in subsection (c), as adopted or as may be amended consistent with this agreement, or future adopted implementation plans. Any material changes to the Justice Project Implementation Plan and new Implementation Plans will be adopted by the Whatcom County Council and the Bellingham City Council.
 - c. After contributing their monthly share of Total Capital Costs, Cities within Whatcom County with a 2023 population less than 20,000 people may use proceeds from the Sales Tax (in excess of their respective shares of Total Capital Costs, as described below) for any public health, safety, and justice purpose, including but not limited to municipal public safety expenditures, and use of these proceeds by such Cities shall not be limited or restricted by the provisions and guidance of the Justice Project

Implementation Plan.

- d. As described in PART I – CAPITAL FINANCING, below, the Cities will make monthly payments to the County beginning in July 2024. It is anticipated that the Cities will contribute their share of TOTAL CAPITAL COSTS (described below) after the receipt of the initial allocation of Sales Tax revenue from DOR.
- e. Following the Cities contribution for their share of the TOTAL CAPITAL COSTS, with a goal of no later than 2030, a minimum of 50% of the ongoing county-wide Sales Tax revenue will be used for projects as prioritized in the Justice Project Implementation Plan, such as the construction and operation of behavioral health facilities serving populations outside of the Justice Facility, expansion of incarceration reduction programs, increasing access to community-based behavioral health and substance use disorder treatment services, re-entry programs, supportive housing, diversion programs, and accountability measures that monitor progress and inform future planning. Contributions to the other implementation priorities will be calculated by taking the entirety of the countywide 0.2% Sales Tax, including both the 60% allocated to the County and the 40% allocated to the Cities, is anticipated be the a large portion of the County and the City of Bellingham’s sale tax (in excess of their respective shares of Total Capital Costs, as described below) in 2030 and will only include those portions of the 0.2% Sales Tax allocations of the Cities less than 20,000 in population that are specifically spent on Justice Project Implementation Plan strategies, consistent with section 3(c) above.

**PART III-NEWJUSTICE FACILITY AND BEHAVIORAL HEALTH TREATMENT CENTER
CAPITAL FINANCING**

1. **TOTAL CAPITAL COST FOR PROJECT.** The County shall build, own and operate the Justice Facility and Behavioral Health Treatment Center (“project”) as soon as practical. The Justice Facility and Behavioral Health Treatment Center will include inmate housing, booking, and administration facilities; expanded medical and behavioral health facilities, including behavioral health beds in the jail and a co-located Behavioral Care Center. The facilities will also include space for alternative programming. The project will include demolishing the existing downtown jail and build a holding space at the Courthouse for use by the Parties. TOTAL CAPITAL COST shall include only the following elements:
 - a. All actual soft and hard costs, including projected cost increases and construction period financing costs, that are incurred for construction of the Justice Facility and Behavioral Health Treatment Center; and
 - b. The cost to demolish the Existing Jail on Prospect Street and construct a holding space and sally port at the County Courthouse.
 - c. Design and architectural costs for the Justice Facility and Behavioral Health Treatment Center that will be incurred prior to the collection of the Sales Tax. The County will use funds from the County’s Capital Facilities Reserve Fund to finance these services. Costs are anticipated to be not less than \$1 million and no more than \$3 million.
 - d. Less any state or federal revenue received to fund either the Justice Facility or co-located Behavioral Care Center.

Prior to the time when the Justice Facility and Behavioral Health Treatment Center is completed

and all cost amounts are known, the preliminary TOTAL CAPITAL COST will be estimated to be \$150,000,000.

If any City listed and intended as a Party to this Agreement fails to approve and execute this Agreement by June 1, 2024, the County may reduce the size and scope of the project, including a reduction of jail beds and medical and behavioral health facility beds. This may be commensurate with the non-participating City’s actual and expected share of the annual sales tax share for the Justice Facility and Behavioral Health Treatment Center. Under such circumstances, a nonparticipating City will not be granted access to use of the Justice Facility and Behavioral Health Treatment Center on the same conditions granted to the Parties of this Agreement.

- 2. **BOND FINANCING.** The County intends to issue limited tax general obligation bonds to finance a portion of the costs of constructing the Justice Facility and Behavioral Health Treatment Center, and may utilize interim financing prior to issuance of such bonds. The Parties acknowledge that the County intends to issue bonds or enter into agreements for interim financing in reliance upon the commitments and agreements of the Parties reflected in this Agreement.
- 3. The County shall be the sole guarantor of any County bonds issued for construction of the Justice Facility and Behavioral Health Treatment Center. The County at its sole discretion may re-structure the bonds and be the sole beneficiary of any savings of such action.

As set forth in section 3 of this Agreement, the Cities are required under this Agreement to allocate a portion of their respective Sales Tax revenue to the County to finance costs associated with the Justice Facility and Behavior Health Treatment Center (referred to herein as the City Capital Contribution). Sales Tax revenue remitted by the Cities to the County for such purpose may be used to pay costs directly, or may be used by the County to pay debt service on County bonds issued for the purposes set forth in this section if and to the extent that such revenues are legally available for such purpose.

Notwithstanding anything herein to the contrary, the bonds issued by the County for the purposes set forth in this Agreement shall not be an obligation, either legal or moral, of the Cities or any other entity, other than the County. Sales Tax revenue remitted by the Cities to the County as capital contributions shall not be pledged to the repayment of the County bonds. No bondholder will be a third-party beneficiary hereof or otherwise have rights to enforce the Cities’ obligation hereunder. The Cities shall not be construed as a guarantor of County bonds or an obligated party for purposes of federal securities laws or otherwise. Because the Cities’ capital obligations hereunder are not security for the bonds, and are not provided for the benefit of bond-owners, the disclosure documents for the County bonds shall not include any financial or operating information of the Cities without the prior written consent of the applicable City.

The County intends to construct and operate new Sheriff’s Office facilities adjacent to the Justice Facility and Behavioral Health Treatment Center, to be funded from County revenue and resources. If the County issues a single bond for both the Justice Facility and Behavioral Health Treatment Center and Sheriff’s Office facilities, the County will ensure that there is a clear proportional allocation of issuance costs and debt service allocable to the Justice Facility

and Behavioral Health Treatment Center and the Sheriff's Office facilities. All costs allocable to the Sheriff's Office facilities shall be funded by the County and not included in the TOTAL CAPITAL COST.

4. **CITY CAPITAL CONTRIBUTION.** The County and the Cities have agreed to a City Capital Contribution to the Justice Facility and Behavioral Health Treatment Center as follows:

- a. The Parties agree to a payment schedule, outlined in Part II - 3(b-f), shown in Exhibit A, that provides the necessary up-front capital contribution from the Cities to meet a goal of an on-going annual debt service (i.e., annual debt service after expected completion of the Cities' contributions) payment between \$6.3 million and \$6.6 million to allow at least 50% of the county-wide public safety Sales Tax available for other Justice Project Implementation Plan projects/programs by 2029.
- b. Starting in July 2024, or the first month of DOR remittance of collections under the public safety Sales Tax, and continuing for 54 months thereafter (i.e. through 2028), each City that is a Party to this Agreement shall remit monthly payments to the County Executive's Office in an amount equal to seventy five percent (75%) of the City's Sales Tax remitted from DOR. This monthly payment shall be delivered to the County no later than the last business day of the month following the month of remittance from DOR and shall be made by ACH transaction, or as otherwise mutually agreed upon in writing.
- c. Starting in July 2024, or the first month of DOR remittance of collections under the public safety Sales Tax, and continuing for 54 months thereafter (i.e., through 2028), the County shall allocate one hundred 100% percent (100%) of the County's portion of the Sales Tax remitted from DOR to the design, construction, and bond payment of the Justice Facility and Behavioral Health Treatment Center.
- d. In July 2026, or before if possible, the TOTAL CAPITAL COST of the Justice Facility and Behavioral Health Treatment Center and the financing schedule of the County bonds shall be known. A cash flow analysis will be done to determine the revenue share to accomplish an ongoing annual debt service payment (after expected completion of the Cities' contribution) as identified in section 3(a).
- e. If the annual debt payment would otherwise be below \$6.3 million, then future contributions from each City that is a Party to this Agreement shall be adjusted so that the annual debt service payment (after expected completion of the Cities' contributions) is equal to approximately \$6.3 million. The percent contribution and/or the years of payment can be adjusted to minimize the City contribution.
- f. If the annual debt service payment (after expected completion of the Cities' contributions) would otherwise be above \$6.6 million, then future contributions from each City that is a Party to this Agreement shall be adjusted so that the annual debt service payment (after expected completion of the Cities' contributions) is equal to approximately \$6.6 million. At no point will a City that is a Party to this Agreement commit more than seventy five percent (75%) of the City's Sales Tax remittance from DOR to the County; to achieve the goal, additional years of contribution will be added to the payment stream. The County may, at its sole discretion, concurrently bond as needed for other capital projects, but in no event will the Cities' Capital Contribution be used for projects not associated with the Justice Facility and Behavioral Health Treatment Center.
- g. If, after the Certificate of Occupancy for the Justice Facility and Behavioral Health

Treatment Center is issued and the annual debt service payment (after expected completion of the Cities' contributions) is below \$6.3 million, the Cities will be refunded an equal amount to their share of Sales Tax so the annual debt service payment (after expected completion of the Cities' contributions) is approximately \$6.3 million.

- h. Each City agrees to pay its City Capital Contribution from Sales Tax revenues as an additional source of funds for the project, and as consideration for the right to use the Justice Facility and Behavior Health Treatment Center on the terms set forth in this Agreement and as may be detailed further in Jail Use Agreements and Behavioral Health Treatment Center Use Agreements between the Cities and the County. The obligation to pay the City Capital Contribution is not a debt of the respective City, is not a guarantee of the payment of all or any portion of the debt service on County bonds, and is not a debt of the respective City within the meaning of statutory or constitutional debt limit calculations.
- i. The participating Cities Capital Contribution to the costs of constructing the Justice Facility and Behavioral Health Treatment Center is defined by and limited to the equity contribution set forth in this section 3 of this Agreement. The County shall not assess or seek contribution for any additional costs associated with the capital needs (unless related to maintenance of the facility in the per-diem) of the Justice Facility and Behavioral Health Treatment Center from participating Cities through per diem fees, additional capital facility fees, special assessments, or any other means.

5. **FUNDS RELATING TO THE PROJECT.** The County has established a specific capital fund, the New Health, Safety & Justice Facility Fund 345, that will allow for accountability of all funds relating to TOTAL CAPITAL COST, including the sales tax payments received from the Cities, bond revenue (including all interest earned), and other capital project financing revenue such as grant funds received for the project. Any outside source of dedicated capital funds, other than Non-Party capital construction fees, and any interest earned in such capital funds and/or accounts, will remain in the capital funds and/or accounts for the benefit of all of the Parties and will not be used by the County for other county purposes. On an at least an annual basis, and as requested by any of the Parties upon a showing of "good cause," the County shall provide a detailed revenue and expense report that accounts for the activity of the Existing Jail and Justice Facility and Behavioral Health Treatment Center costs and all related County jail funds. "Good cause" shall exist if there is reason to believe, supported by a reasonable quantum of evidence, that a material accounting error has been made by the County in administering funds under this Agreement. The capital fund and/or accounts and the County's jail operational funds will remain separate for the duration of this Agreement.

6. **EXPANSION OF FACILITIES BEYOND NEW JAIL.** The Parties agree to examine the following non-exhaustive list of factors when considering any proposed expansion of the Justice Facility and Behavioral Health Treatment Center: population growth, operational capacity, success of diversion, re-entry, and housing programs, changes in state law or court rules affecting pretrial detention and sentencing, and other factors as listed in the Implementation Plan.

7. **Expansion Approval and Financing:** If the Finance and Facility Advisory Board (described herein) determines at a later date that an expansion or additional Jail facilities are necessary,

beyond what is defined as the New Justice Facility and Behavioral Health Treatment Center in this Agreement, then the costs associated with the additional facilities will be subject to the public process and County Council approval and a new or amended Agreement between the County and Cities. If any City is unwilling or unable to financially participate in its pro-rata share of the needed expansion of the Jail, the capacity and services available to that City will be limited to its vested pro-rata share of the Jail pre-expansion based on the City's percentage capital contribution to the Jail pre-expansion.

PART IV-JAIL OVERSIGHT AND ADVISORY BOARD

1. **CONTROL OF JAIL.** The Cities acknowledge the County's statutory responsibility for, ownership of, and operational control over the Existing Jail and New Justice Facility and Behavioral Health Treatment Center. The County shall administer the Existing Jail in accordance with the existing Interlocal Agreement consistent with the law, and ordinances, policies, procedures, rules, and regulations of the County (including any emergency security rules imposed by the Sheriff), and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county corrections facilities. The Cities hereby consent and agree that inmates committed to the Existing Jail and New Justice Facility and treated at the Behavioral Health Treatment Center by the Cities shall be subject to all rules and regulations applicable to County inmates incarcerated therein, including but not limited to all terms and conditions of this Agreement. Further, inmates committed by the Cities shall benefit equally to County inmates from programming and services offered in the Facilities. It is further understood by the Parties that the County shall be solely responsible for operational decisions regarding the appropriate level of security, inmate management, and housing of all inmates. The Sheriff will reasonably consult with the Chiefs of Police of the Parties regarding issues concerning city inmates and will reasonably consider any recommendations made to the Sheriff by the Finance and Facility Advisory Board. The Sheriff, at least once a year, on or around June 30th to coincide with the Parties' budget processes, will convene a meeting of the Parties to discuss the operational and financial performance of the Existing Jail and the New Justice Facility and Behavioral Health Treatment Center, including estimated per diem rates, charges and fees. Final per diem rates and fees will be set after the County approves its final budget in November.

2. **CITY ACCESS TO NEW FACILITIES.**

- a. The Cities' access to the Justice Facility and Behavioral Health Treatment Center will be on an equal priority basis. For purposes of this Agreement, "equal priority basis" means that the Parties shall enjoy access priority, and shall be entitled to the same access afforded to all other Parties.
- b. The parties seek to avoid booking restrictions through construction of an adequately sized jail facility. Prior to imposing booking restrictions, the Sheriff shall consult with the Chief of Police of the Cities and the Finance and Facilities Advisory Board and inform them as to the rationale and duration of any restrictions. If it is not possible to consult the Finance and Facilities Advisory Board prior to the implementation of restrictions due to emergency or unforeseen circumstances, the Sheriff shall do so as soon as is practical. Any booking restrictions will be shared equally amongst all

Parties, and the Parties shall work collaboratively to pursue and secure alternative accommodations for Parties' inmates. During periods where such booking restrictions are in place, the Sheriff will not accept non-Party inmates unless otherwise required to do so by law or by contractual agreement (federally recognized tribes within Whatcom County, Department of Corrections, and neighboring counties in limited circumstances).

3. **COUNTY AND CITIES FINANCE AND FACILITY ADVISORY BOARD.**

a. **Establishment of Board and Composition.** All Parties to this Agreement shall establish, maintain, and participate in a County and Cities Finance and Facility Advisory Board, which will provide input to the County on the financial oversight of the funds collected from the Sales Tax and make recommendations on the funding, construction, and operations of Justice Facility and Behavioral Health Treatment Center. The Advisory Board shall consist of the Whatcom County Executive, one Whatcom County Councilmember, the Whatcom County Sheriff, the Mayor of Bellingham, one Bellingham City Councilmember, one elected representative from the remaining cities within Whatcom County, two elected representatives from federally recognized tribes within Whatcom County, the Bellingham Police Chief, the chair(s) of the IPRTF/LJC, and two positions jointly recommended by the County Executive and City of Bellingham Mayor and confirmed by the County Council and Bellingham City Council: one individual with lived experience in the criminal justice system, and one representative of the behavioral health system. Meetings of the Board shall be subject to the Open Public Meetings Act. Non-appointed Board members may appoint a designee for any specific meeting of the Board.

b. **Board Function.**

i. **Justice Facility and Behavioral Health Treatment Center Oversight.** The Board will serve in an advisory capacity to the County Sheriff, the Executive and legislative bodies of the Parties on matters including but not limited to: financial oversight of the funds collected from the Sales Tax; design, finance, and operations of the Justice Facility and Behavioral Health Treatment Center; preliminary budget; allocation of costs and revenue (both capital and operating); establishing fees; operational capacity; uniform reduction of service; party and non-party use; modifications to the Justice Facility and Behavioral Health Treatment Facility; access and use of the downtown sally port and holding space by all Parties; use of Jail alternatives programs to reduce incarceration; jail transport practices; future facility expansion; potential modifications needed to this Agreement; a billing dispute process; and collection and reporting of data.

ii. **Justice Project Implementation Plan Monitoring and Development.** The Board shall monitor the progress of the Justice Project Implementation Plan. It shall be responsible for recommending modifications and the development of any subsequent implementation plans for adoption by the Whatcom County Council and Bellingham City Council. The Board will consider the recommendations of the IPRTF/LJC in these efforts.

As needed, the Finance and Facility Advisory Board shall be available to consult with the IPRTF/LJC and County Executive and City of Bellingham Mayor on policy and programmatic updates to the Implementation Plan.

- c. **Spending Plan, Implementation Planning, and Reporting.** Every two years, the Finance and Facility Advisory Board shall work with the County Executive and City of Bellingham Mayor to develop a detailed spending plan for the Sales Tax, in coordination with the IPRTF/LJC. Any spending plan shall be considered advisory unless adopted by the Whatcom County Council and the Bellingham City Council. The Finance and Facility Advisory Board shall monitor the spending of the Sales Tax and provide a written and oral report no less than annually to the IPRTF/LJC and Whatcom County Council and Bellingham City Council on the financial performance of the Sales Tax and associated implementation plan projects and programs. This report shall detail revenue; expenditures by Implementation Plan project; resources beyond this sales and use tax invested in Implementation Plan projects; additional resources needed to further meet goals; and recommendations for any updates to the Implementation Plan and/or Spending Plan.

In 2029 and every five years thereafter, the Finance and Facility Advisory Board shall develop an updated Implementation Plan, considering the recommendations of the IPRTF/LJC, for recommendation to the Whatcom County Council and Bellingham City Council. Updated Implementation Plans shall not be in effect until adopted by the Whatcom County Council and the Bellingham City Council. Should either Council decline to adopt the Implementation Plan, the Plan shall be sent back to the Finance and Facility Advisory Board for revision.

Cities within Whatcom County with a 2023 population less than 20,000 people intend to fund Implementation Plan strategies that support efforts of their respective cities and may provide annual or bi-annual updates to the Board, and/or to request a consultation with the Finance and Facility Advisory Board on policy and programmatic updates to the expenditure or implementation plans of the respective cities.

PART V-GENERAL TERMS

1. INDEMNIFICATION.

- a. **City Held Harmless.** The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is

involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. **County Held Harmless.** The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. **Parties Obligations.** The Parties' obligations to indemnify defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.

- d. **Waiver under Washington Industrial Insurance Act.** The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- e. **Liability Related to Ordinances, Policies, Rules and Regulations.** In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Cities from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. Nor shall the County be liable or responsible for any claims of conduct or actions by the Cities, City Courts, or law enforcement, including, but not limited to claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, or in which there is an allegation of City Court, City Prosecutor or law enforcement action as described above, the responsible City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against said City, the County, or both, the responsible City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

In executing this Agreement, each City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, policies, rules or regulations. Nor shall each City be liable or responsible for any claims of conduct or actions by the County, County Courts, or law enforcement, including, but not limited to claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, policy, rule or regulation is at issue, or in which there is an allegation of County Court, County Prosecutor, or law enforcement action as described above, the County shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

In executing this Agreement, each City does not assume liability or responsibility for or in any way release any other City from any liability or responsibility which arises in whole or in part from the existence or effect of another City's ordinances, policies, rules or regulations. Nor shall each City be liable or responsible for any claims of conduct or actions by another City, other City Courts, or other City law enforcement, including, but not limited to claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of another City's ordinance, policy, rule or regulation is at issue, or in which there is an allegation of another City's Court, another City's Prosecutor or law enforcement action as described above, the other City as responsible shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the other City, the indemnified City, or both, the other City as responsible shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- f. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be. All insurance obligations shall be on a per occurrence basis.
- g. The terms of the above Indemnification provisions shall survive the termination or expiration of this Agreement.
- h. The term "City" as used in this Section and throughout this Agreement refers to each of the cities that are a Party to this Agreement.

2. **EXPIRATION OF AGREEMENT.** After December 31, 2055, or once the bond is expired, the

provisions in this Agreement regarding payments and financing of the Justice Facility and Behavioral Health Treatment Center by the Parties, and as defined as the TOTAL CAPITAL COST in this Agreement, shall terminate. The provisions of this Agreement relating to financing these facilities are not intended to serve as the interlocal for jail services, as allowed by RCW 70.48 and therefore are not subject to termination pursuant to RCW 70.48.090. City access to inmate housing and other services at the Justice Facility and Behavioral Health Treatment Center, in accordance with the terms of this Agreement, shall continue so long as the facilities are in operation; provided, however, that any Party may request to negotiate modifications to this Agreement after December 31, 2054, for reasons such as hardship, significant changed circumstances, outdated or antiquated policies or practices in jail operations, or for reasons that affect any Party's rights or obligations under this Agreement. In the event any Party requests such a negotiation, all Parties will negotiate in good faith toward modifications to address and resolve the modification request. All termination provisions set forth in RCW 70.48.090 are, to the fullest extent allowed by law, superseded by this Agreement.

- 3. **MODIFICATION.** This Agreement may be supplemented, amended, or modified only by the mutual written agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.
- 4. **SURVIVAL.** Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 5. **VENUE AND DISPUTE RESOLUTION.** No Party to this Agreement shall have standing to dispute another Party's use of sales tax revenues for Bond Payments, or other financing options, so long as the sales tax revenue is used in a manner consistent with the law and this Agreement. This paragraph establishes the sole and exclusive process for disputes arising under this Agreement, except as otherwise set forth herein. If any dispute arises as to the administration, including duties, rights, defaults, obligations, of this Agreement between any City and the County, or among the Cities, such dispute shall be progressively resolved in the following manner, depending on the identity of the disputing Parties:
 - a. Through negotiations between the County Sheriff, City's Mayor and the County Executive, or their designees.

In the event that the disputing Parties do not reach agreement within 90 days of commencing negotiations, the matter will be submitted to binding arbitration. The disputing Parties may mutually agree to extend the negotiation period. If the disputing Parties cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either of the disputing Parties, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County, unless otherwise agreed by the disputing Parties. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules. Each disputing Party shall pay all its own costs and fees of arbitration regardless of the results of arbitration. The disputing Parties will share equally in the Arbitrator's fee. The disputing

Parties agree that all contractual remedies allowed by law are available under this Agreement and may be granted by the Arbitrator, including, but not limited to, actual damages for breach and equitable relief. The disputing Parties hereby stipulate and agree that discovery in an arbitration shall not be subject to mandatory arbitration rules and instead shall be subject to the Superior Court Civil Rules. In the event that a disputing Party seeks equitable relief, the matter will be subject to the arbitration provisions in this paragraph, but if equitable relief or other remedies cannot be determined or granted by an arbitrator, the disputing Party seeking equitable relief may seek remedies in Superior Court.

The Cities agree that the payments made toward TOTAL CAPITAL COST required under this Agreement will be made as set forth herein, and are not subject to any claims or disputes relating to jail operations or other terms in this Agreement so long as such payments are used as set forth in this Agreement. No payment toward TOTAL CAPITAL COST may be withheld, unless such relief is granted through the dispute resolution process.

- 6. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is not intended to benefit any person, entity or municipality not a Party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third-party beneficiary or other rights in any third person, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of a Party or holders or owners of County bonds. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.

- 7. **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this extent and purpose the terms and conditions of this Agreement are declared severable.

- 8. **COMPLIANCE WITH LAWS.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement. The Parties shall obtain and comply with any and all necessary permits, approvals, consents and notice from or to all applicable jurisdictions prior to commencing any work or action related to this Agreement. The Parties to this Agreement reserve all rights afforded under RCW 39.34.180, as in effect at any given time, except that all express terms of this Agreement shall supersede contrary provisions in RCW 39.34.180 to the extent permitted by law.

- 9. **CAPTIONS AND COUNTERPARTS.** The captions in this Agreement are for convenience and reference only, and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall

constitute one Agreement.

- 10. **NO SEPARATE LEGAL ENTITY.** This Agreement establishes a cooperative undertaking, and it is not the intention of the parties to create a new or separate legal entity by this Agreement. This Agreement does not establish or create a joint venture or partnership between the Parties, and no Party shall be responsible for the liabilities and debts of the other Parties hereto.
- 11. **INTEGRATED AGREEMENT.** This is an integrated Agreement. No Party has relied on any representation other than those expressly set forth herein in entering this Agreement.
- 12. **NEUTRAL AUTHORSHIP.** Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the parties hereto, and this Agreement shall not be interpreted for or against any Party hereto based upon authorship. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they and their authorized representatives executing this Agreement have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by all the Parties.
- 13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein; provided, however, that the terms of this Agreement do not affect the rights and responsibilities of the County and the Parties under any separate agreements related to non-jail criminal justice matters, such as for probation services. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.
- 14. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Skagit County, unless agreed otherwise by the Parties.
- 15. **NO WAIVER.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a Party of any particular Default constitute a waiver of any other Default or any similar future Default.
- 16. **SAVINGS.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement

and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

- 17. **FORCE MAJEURE.** In the event a Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- 18. **PARTIES AGREEMENT.** The Parties agree to aid and assist the other in accomplishing the objectives of this Agreement.
- 19. **FURTHER ACTS.** The Parties agree to take such further actions and to execute documents as in their reasonable judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this Agreement.
- 20. **AGREEMENT CONTACT.** The County's initial contact for this Agreement shall be the County Executive. The Cities' initial contact shall be the Mayor of each respective city. The Parties to this Agreement may designate new contacts by providing written notice to all the other Parties.

IN WITNESS WHEREOF, the County and the Cities of Whatcom County have executed this Inter-local Agreement as of the date and year last written below.

ENTERED INTO this _____ day of _____, 2024.

Approved as to form:

County Civil Prosecuting Attorney

Executed this ____ day of _____, 2024 for WHATCOM COUNTY.

Satpal S. Sidhu, County Executive

STATE OF WASHINGTON)

COUNTY OF WHATCOM) ss
)

On this ____ day of _____ 2024, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at _____. My commission expires _____.

CITY OF BELLINGHAM

Kim Lund, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney

CITY OF BLAINE

Michael Harmon, City Manager

Attest:

Finance Director

Approved as to form:

Office of the City Attorney

CITY OF EVERSON

John Perry, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney

CITY OF FERNDALE

Greg Hansen, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney

CITY OF LYNDEN

Scott Korthuis, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney

CITY OF NOOKSACK

Kevin Hester, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney

CITY OF SUMAS

Bruce Bosch, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney

EXHIBIT A
Anticipated Public Safety Tax Collection and Payment Schedule



Scenario_1_JPIP_Fin
ancing_Whatcom_Ci

***PDF to be displayed**

Introduction

Whatcom County, Washington (the "County") has requested PFM Financial Advisors LLC ("PFM") model preliminary financing scenarios for a proposed new County jail facility (the "Project"). The Project is to be financed by a proposed two-tenths of one percent Public Safety Sales Tax (subject to voter approval). By statute, 60% of the Public Safety Sales Tax is allocated to the County and 40% to cities within the County's boundaries (the "Cities").

Our assumptions include:

- Total project cost: \$150 million (plus \$5 million cushion)
- Cities contribute a portion of allocable sales tax to project 2024-2032
- First revenues expected to be received June 2024
- County bonds issued June 2025 & June 2027
 - Assumed borrowing rates: Bloomberg "AA" BVAL as of 2/22/2024 + 0.50% cushion
 - Final maturity: June 2057
 - Interest only through 2028

Table 1: Funding Sources	
City Sales Tax Contributions (2024-2032)	\$31,000,000
Less: City Sales Tax Contributions Received 2029-2032	(11,152,631)
2025 & 2027 County Bond Proceeds	108,207,769
County Sales Tax Revenues 2024-2028*	26,944,862
Total:	\$155,000,000

**Net of debt service on the Bonds*

Table 2: Contribution Breakdown

Period Ending	Cities' Share of New 2/10 Sales Tax Revenue A	Cities Tax Revenues - to JPIP B	Remaining Cities Revenue C = [A-B]	County's Share of New 2/10 Sales Tax Revenue D	County Tax Revenues - to JPIP E	Remaining County Revenue for Behavioral Health F = [D-E]	Total New Sales Tax G = [A+D]	City of Bellingham Revenue towards Behavioral Health H	Total Remaining Revenue for Behavioral Health I = [F+H]	County and Bellingham Behavioral Health Revenue as % of New Sales Tax J = [I/G]
12/31/2024	\$ 3,087,581	\$ 2,315,686	\$ 771,895	\$ 4,631,371	\$ 4,631,371	\$ -	\$ 7,718,952	\$ 523,008	\$ 523,008	6.78%
12/31/2025	5,504,716	4,128,537	1,376,179	8,257,074	8,257,074	-	13,761,789	932,449	932,449	6.78%
12/31/2026	5,724,904	4,293,678	1,431,226	8,587,357	8,587,357	-	14,312,261	969,747	969,747	6.78%
12/31/2027	5,953,901	4,465,425	1,488,475	8,930,851	8,930,851	-	14,884,751	1,008,537	1,008,537	6.78%
12/31/2028	6,192,057	4,644,042	1,548,014	9,288,085	9,288,085	-	15,480,141	1,048,879	1,048,879	6.78%
12/31/2029	6,439,739	3,219,869	3,219,869	9,659,608	3,791,506	5,868,103	16,099,347	2,181,668	8,049,770	50.00%
12/31/2030	6,697,328	3,348,664	3,348,664	10,045,993	3,662,461	6,383,532	16,743,321	2,268,934	8,652,466	51.68%
12/31/2031	6,965,222	3,482,611	3,482,611	10,447,832	3,138,139	7,309,693	17,413,054	2,359,692	9,669,385	55.53%
12/31/2032	7,243,830	1,101,487	6,142,344	10,865,746	5,523,888	5,341,858	18,109,576	4,161,831	9,503,688	52.48%
12/31/2033	7,533,584	-	7,533,584	11,300,375	6,615,500	4,684,875	18,833,959	5,104,485	9,789,360	51.98%
12/31/2034	7,834,927	-	7,834,927	11,752,390	6,620,875	5,131,515	19,587,317	5,308,664	10,440,180	53.30%
12/31/2035	8,148,324	-	8,148,324	12,222,486	6,621,000	5,601,486	20,370,810	5,521,011	11,122,497	54.60%
12/31/2036	8,474,257	-	8,474,257	12,711,386	6,620,750	6,090,636	21,185,643	5,741,851	11,832,487	55.85%
12/31/2037	8,813,227	-	8,813,227	13,219,841	6,619,875	6,599,966	22,033,068	5,971,525	12,571,491	57.06%
12/31/2038	9,165,756	-	9,165,756	13,748,635	6,623,000	7,125,635	22,914,391	6,210,386	13,336,021	58.20%
12/31/2039	9,532,387	-	9,532,387	14,298,580	6,619,875	7,678,705	23,830,967	6,458,802	14,137,507	59.32%
12/31/2040	9,913,682	-	9,913,682	14,870,523	6,620,250	8,250,273	24,784,205	6,717,154	14,967,427	60.39%
12/31/2041	10,310,229	-	10,310,229	15,465,344	6,623,625	8,841,719	25,775,573	6,985,840	15,827,559	61.41%
12/31/2042	10,722,639	-	10,722,639	16,083,958	6,619,750	9,464,208	26,806,596	7,265,274	16,729,482	62.41%
12/31/2043	11,151,544	-	11,151,544	16,727,316	6,623,250	10,104,066	27,878,860	7,555,885	17,659,951	63.35%
12/31/2044	11,597,606	-	11,597,606	17,396,409	6,618,750	10,777,659	28,994,015	7,858,120	18,635,779	64.27%
12/31/2045	12,061,510	-	12,061,510	18,092,265	6,620,875	11,471,390	30,153,775	8,172,445	19,643,835	65.15%
12/31/2046	12,543,971	-	12,543,971	18,815,956	6,619,125	12,196,831	31,359,926	8,499,343	20,696,173	66.00%
12/31/2047	13,045,729	-	13,045,729	19,568,594	6,618,125	12,950,469	32,614,323	8,839,316	21,789,785	66.81%
12/31/2048	13,567,558	-	13,567,558	20,351,338	6,622,250	13,729,088	33,918,896	9,192,889	22,921,977	67.58%
12/31/2049	14,110,261	-	14,110,261	21,165,391	6,616,125	14,549,266	35,275,652	9,560,605	24,109,871	68.35%
12/31/2050	14,674,671	-	14,674,671	22,012,007	6,619,250	15,392,757	36,686,678	9,943,029	25,335,786	69.06%
12/31/2051	15,261,658	-	15,261,658	22,892,487	6,616,000	16,276,487	38,154,145	10,340,750	26,617,237	69.76%
12/31/2052	15,872,124	-	15,872,124	23,808,187	6,615,875	17,192,312	39,680,311	10,754,380	27,946,692	70.43%
12/31/2053	16,507,009	-	16,507,009	24,760,514	6,623,000	18,137,514	41,267,524	11,184,555	29,322,069	71.05%
12/31/2054	17,167,290	-	17,167,290	25,750,935	6,621,750	19,129,185	42,918,225	11,631,937	30,761,122	71.67%
12/31/2055	17,853,981	-	17,853,981	26,780,972	6,621,625	20,159,347	44,634,953	12,097,215	32,256,562	72.27%
12/31/2056	18,568,141	-	18,568,141	27,852,211	6,621,875	21,230,336	46,420,352	12,581,103	33,811,439	72.84%
12/31/2057	19,310,866	-	19,310,866	28,966,299	6,626,625	22,339,674	48,277,166	13,084,348	35,424,022	73.38%
Totals	\$ 367,552,210	\$ 31,000,000	\$ 336,552,210	\$ 551,328,315	\$ 221,319,731	\$ 330,008,584	\$ 918,880,525	\$ 228,035,658	\$ 558,044,242	24.82%

Table 3: Projected Cash Flows for the Project

Period Ending	Cities Tax Revenues - to JPIP A	County Tax Revenues - to JPIP B	Total Revenue towards JPIP C = [A+B]	Cities Debt Service D	County Debt Service E	Total Debt Service F = [D+E]	Net Tax Revenues for Project G = [C-F]	Bond Proceeds H	Total Available Funding I = [G+H]	Cumulative Funding J = [Sum of I]
12/31/2024	\$ 2,315,686	\$ 4,631,371	\$ 6,947,057	\$ -	\$ -	\$ -	\$ 6,947,057	\$ -	\$ 6,947,057	\$ 6,947,057
12/31/2025	4,128,537	8,257,074	12,385,610	-	(1,273,000)	(1,273,000)	11,112,610	54,103,884	65,216,495	72,163,552
12/31/2026	4,293,678	8,587,357	12,881,035	-	(2,546,000)	(2,546,000)	10,335,035	-	10,335,035	82,498,587
12/31/2027	4,465,425	8,930,851	13,396,276	-	(3,825,625)	(3,825,625)	9,570,651	54,103,884	63,674,536	146,173,123
12/31/2028	4,644,042	9,288,085	13,932,127	-	(5,105,250)	(5,105,250)	8,826,877	-	8,826,877	155,000,000
12/31/2029	3,219,869	3,791,506	7,011,375	(3,219,869)	(3,791,506)	(7,011,375)	-	-	-	-
12/31/2030	3,348,664	3,662,461	7,011,125	(3,348,664)	(3,662,461)	(7,011,125)	-	-	-	-
12/31/2031	3,482,611	3,138,139	6,620,750	(3,482,611)	(3,138,139)	(6,620,750)	-	-	-	-
12/31/2032	1,101,487	5,523,888	6,625,375	(1,101,487)	(5,523,888)	(6,625,375)	-	-	-	-
12/31/2033	-	6,615,500	6,615,500	-	(6,615,500)	(6,615,500)	-	-	-	-
12/31/2034	-	6,620,875	6,620,875	-	(6,620,875)	(6,620,875)	-	-	-	-
12/31/2035	-	6,621,000	6,621,000	-	(6,621,000)	(6,621,000)	-	-	-	-
12/31/2036	-	6,620,750	6,620,750	-	(6,620,750)	(6,620,750)	-	-	-	-
12/31/2037	-	6,619,875	6,619,875	-	(6,619,875)	(6,619,875)	-	-	-	-
12/31/2038	-	6,623,000	6,623,000	-	(6,623,000)	(6,623,000)	-	-	-	-
12/31/2039	-	6,619,875	6,619,875	-	(6,619,875)	(6,619,875)	-	-	-	-
12/31/2040	-	6,620,250	6,620,250	-	(6,620,250)	(6,620,250)	-	-	-	-
12/31/2041	-	6,623,625	6,623,625	-	(6,623,625)	(6,623,625)	-	-	-	-
12/31/2042	-	6,619,750	6,619,750	-	(6,619,750)	(6,619,750)	-	-	-	-
12/31/2043	-	6,623,250	6,623,250	-	(6,623,250)	(6,623,250)	-	-	-	-
12/31/2044	-	6,618,750	6,618,750	-	(6,618,750)	(6,618,750)	-	-	-	-
12/31/2045	-	6,620,875	6,620,875	-	(6,620,875)	(6,620,875)	-	-	-	-
12/31/2046	-	6,619,125	6,619,125	-	(6,619,125)	(6,619,125)	-	-	-	-
12/31/2047	-	6,618,125	6,618,125	-	(6,618,125)	(6,618,125)	-	-	-	-
12/31/2048	-	6,622,250	6,622,250	-	(6,622,250)	(6,622,250)	-	-	-	-
12/31/2049	-	6,616,125	6,616,125	-	(6,616,125)	(6,616,125)	-	-	-	-
12/31/2050	-	6,619,250	6,619,250	-	(6,619,250)	(6,619,250)	-	-	-	-
12/31/2051	-	6,616,000	6,616,000	-	(6,616,000)	(6,616,000)	-	-	-	-
12/31/2052	-	6,615,875	6,615,875	-	(6,615,875)	(6,615,875)	-	-	-	-
12/31/2053	-	6,623,000	6,623,000	-	(6,623,000)	(6,623,000)	-	-	-	-
12/31/2054	-	6,621,750	6,621,750	-	(6,621,750)	(6,621,750)	-	-	-	-
12/31/2055	-	6,621,625	6,621,625	-	(6,621,625)	(6,621,625)	-	-	-	-
12/31/2056	-	6,621,875	6,621,875	-	(6,621,875)	(6,621,875)	-	-	-	-
12/31/2057	-	6,626,625	6,626,625	-	(6,626,625)	(6,626,625)	-	-	-	-
Totals	\$ 31,000,000	\$221,319,731	\$252,319,731	(\$11,152,631)	(\$194,374,869)	(\$205,527,500)	\$46,792,231	\$108,207,769	\$155,000,000	



Table 4: Public Safety Sales Tax Revenue Projection								
Year	Historical Total Sales (\$) ⁽¹⁾	Projected Total Sales (\$) ⁽²⁾	Annual Change in Sales (%)	Historical Public Safety Tax Collections (\$)	Current Public Safety Tax Projections (\$)	Proposed County Share of New 2/10 Sales Tax (\$)	Proposed Cities Share of New 2/10 Sales Tax (\$)	Adjusted New Sales Tax Revenue 100% (\$)
2014	\$ 3,507,673,956			\$ 3,407,007				
2015	3,677,539,605		4.84%	3,567,137				
2016	3,884,390,898		5.62%	3,700,252				
2017	4,240,525,669		9.17%	4,018,866				
2018	4,548,888,107		7.27%	4,358,833				
2019	4,823,854,801		6.04%	4,623,642				
2020	4,747,619,294		-1.58%	4,531,591				
2021	5,621,739,055		18.41%	5,313,317				
2022	6,284,982,287		11.80%	5,991,661				
2023		6,609,660,083	5.17%		6,301,186			
2024		6,940,143,087	5.00%		6,616,245	4,631,371	3,087,581	7,718,952
2025		7,217,748,811	4.00%		6,880,895	8,257,074	5,504,716	13,761,789
2026		7,506,458,763	4.00%		7,156,130	8,587,357	5,724,904	14,312,261
2027		7,806,717,114	4.00%		7,442,376	8,930,851	5,953,901	14,884,751
2028		8,118,985,798	4.00%		7,740,071	9,288,085	6,192,057	15,480,141
2029		8,443,745,230	4.00%		8,049,674	9,659,608	6,439,739	16,099,347
2030		8,781,495,040	4.00%		8,371,661	10,045,993	6,697,328	16,743,321
2031		9,132,754,841	4.00%		8,706,527	10,447,832	6,965,222	17,413,054
2032		9,498,065,035	4.00%		9,054,788	10,865,746	7,243,830	18,109,576
2033		9,877,987,636	4.00%		9,416,980	11,300,375	7,533,584	18,833,959
2034		10,273,107,142	4.00%		9,793,659	11,752,390	7,834,927	19,587,317
2035		10,684,031,427	4.00%		10,185,405	12,222,486	8,148,324	20,370,810
2036		11,111,392,684	4.00%		10,592,821	12,711,386	8,474,257	21,185,643
2037		11,555,848,392	4.00%		11,016,534	13,219,841	8,813,227	22,033,068
2038		12,018,082,327	4.00%		11,457,195	13,748,635	9,165,756	22,914,391
2039		12,498,805,621	4.00%		11,915,483	14,298,580	9,532,387	23,830,967
2040		12,998,757,845	4.00%		12,392,103	14,870,523	9,913,682	24,784,205
2041		13,518,708,159	4.00%		12,887,787	15,465,344	10,310,229	25,775,573
2042		14,059,456,486	4.00%		13,403,298	16,083,958	10,722,639	26,806,596
2043		14,621,834,745	4.00%		13,939,430	16,727,316	11,151,544	27,878,860
2044		15,206,708,135	4.00%		14,497,007	17,396,409	11,597,606	28,994,015
2045		15,814,976,460	4.00%		15,076,888	18,092,265	12,061,510	30,153,775
2046		16,447,575,519	4.00%		15,679,963	18,815,956	12,543,971	31,359,926
2047		17,105,478,539	4.00%		16,307,162	19,568,594	13,045,729	32,614,323
2048		17,789,697,681	4.00%		16,959,448	20,351,338	13,567,558	33,918,896
2049		18,501,285,588	4.00%		17,637,826	21,165,391	14,110,261	35,275,652
2050		19,241,337,012	4.00%		18,343,339	22,012,007	14,674,671	36,686,678
2051		20,010,990,492	4.00%		19,077,073	22,892,487	15,261,658	38,154,145
2052		20,811,430,112	4.00%		19,840,156	23,808,187	15,872,124	39,680,311
2053		21,643,887,316	4.00%		20,633,762	24,760,514	16,507,009	41,267,524
2054		22,509,642,809	4.00%		21,459,112	25,750,935	17,167,290	42,918,225
2055		23,410,028,521	4.00%		22,317,477	26,780,972	17,853,981	44,634,953
2056		24,346,429,662	4.00%		23,210,176	27,852,211	18,568,141	46,420,352
2057		25,320,286,849	4.00%		24,138,583	28,966,299	19,310,866	48,277,166
Totals	\$ 41,337,213,672	\$ 491,433,540,963		\$ 39,512,305	\$ 468,498,217	\$ 551,328,315	\$ 367,552,210	\$ 918,880,525

Source: (1) Washington State Department of Revenue
 (2) The County

Appendix Table A: New sales tax allocation and contribution from select cities based on population (Bellingham, Blaine, and Everson)												
City of Bellingham					City of Blaine				City of Everson			
Year	Population ⁽¹⁾	95,960	% of Cities	68%	Population ⁽¹⁾	6,310	% of Cities	4%	Population ⁽¹⁾	3,135	% of Cities	2%
	Share of New 2/10 Sales Tax Revenue	% contributed to JPIP	Tax Revenues - to JPIP	Remaining Revenue for Behavioral Health	Share of New 2/10 Sales Tax Revenue	% contributed to JPIP	Tax Revenues - to JPIP	Remaining Revenue	Share of New 2/10 Sales Tax Revenue	% contributed to JPIP	Tax Revenues - to JPIP	Remaining Revenue
2024	\$ 2,092,034	75%	\$ 1,569,025	\$ 523,008	\$ 137,565	75%	\$ 103,174	\$ 34,391	\$ 68,346	75%	\$ 51,260	\$ 17,087
2025	3,729,797	75%	2,797,348	932,449	245,259	75%	183,944	61,315	121,852	75%	91,389	30,463
2026	3,878,989	75%	2,909,242	969,747	255,069	75%	191,302	63,767	126,726	75%	95,045	31,682
2027	4,034,149	75%	3,025,611	1,008,537	265,272	75%	198,954	66,318	131,795	75%	98,846	32,949
2028	4,195,515	75%	3,146,636	1,048,879	275,883	75%	206,912	68,971	137,067	75%	102,800	34,267
2029	4,363,335	50%	2,181,668	2,181,668	286,918	50%	143,459	143,459	142,550	50%	71,275	71,275
2030	4,537,869	50%	2,268,934	2,268,934	298,395	50%	149,197	149,197	148,252	50%	74,126	74,126
2031	4,719,383	50%	2,359,692	2,359,692	310,330	50%	155,165	155,165	154,182	50%	77,091	77,091
2032	4,908,159	15%	746,328	4,161,831	322,744	15%	49,076	273,668	160,349	15%	24,382	135,966
2033	5,104,485	0%	-	5,104,485	335,653	0%	-	335,653	166,763	0%	-	166,763
2034	5,308,664	0%	-	5,308,664	349,080	0%	-	349,080	173,433	0%	-	173,433
2035	5,521,011	0%	-	5,521,011	363,043	0%	-	363,043	180,371	0%	-	180,371
2036	5,741,851	0%	-	5,741,851	377,564	0%	-	377,564	187,585	0%	-	187,585
2037	5,971,525	0%	-	5,971,525	392,667	0%	-	392,667	195,089	0%	-	195,089
2038	6,210,386	0%	-	6,210,386	408,374	0%	-	408,374	202,892	0%	-	202,892
2039	6,458,802	0%	-	6,458,802	424,709	0%	-	424,709	211,008	0%	-	211,008
2040	6,717,154	0%	-	6,717,154	441,697	0%	-	441,697	219,448	0%	-	219,448
2041	6,985,840	0%	-	6,985,840	459,365	0%	-	459,365	228,226	0%	-	228,226
2042	7,265,274	0%	-	7,265,274	477,739	0%	-	477,739	237,355	0%	-	237,355
2043	7,555,885	0%	-	7,555,885	496,849	0%	-	496,849	246,850	0%	-	246,850
2044	7,858,120	0%	-	7,858,120	516,723	0%	-	516,723	256,724	0%	-	256,724
2045	8,172,445	0%	-	8,172,445	537,392	0%	-	537,392	266,993	0%	-	266,993
2046	8,499,343	0%	-	8,499,343	558,888	0%	-	558,888	277,672	0%	-	277,672
2047	8,839,316	0%	-	8,839,316	581,243	0%	-	581,243	288,779	0%	-	288,779
2048	9,192,889	0%	-	9,192,889	604,493	0%	-	604,493	300,330	0%	-	300,330
2049	9,560,605	0%	-	9,560,605	628,673	0%	-	628,673	312,344	0%	-	312,344
2050	9,943,029	0%	-	9,943,029	653,819	0%	-	653,819	324,837	0%	-	324,837
2051	10,340,750	0%	-	10,340,750	679,972	0%	-	679,972	337,831	0%	-	337,831
2052	10,754,380	0%	-	10,754,380	707,171	0%	-	707,171	351,344	0%	-	351,344
2053	11,184,555	0%	-	11,184,555	735,458	0%	-	735,458	365,398	0%	-	365,398
2054	11,631,937	0%	-	11,631,937	764,876	0%	-	764,876	380,014	0%	-	380,014
2055	12,097,215	0%	-	12,097,215	795,471	0%	-	795,471	395,214	0%	-	395,214
2056	12,581,103	0%	-	12,581,103	827,290	0%	-	827,290	411,023	0%	-	411,023
2057	13,084,348	0%	-	13,084,348	860,382	0%	-	860,382	427,464	0%	-	427,464
Totals	249,040,142		21,004,484	228,035,658	16,376,024		1,381,183	14,994,842	8,136,107		686,214	7,449,894

(1) Based on population estimates from the Washington State Office of Financial Management (as of April 1, 2023)

Appendix Table B: New sales tax allocation and contribution from select cities based on population (Ferndale, Lynden, and Nooksack)													
City of Ferndale					City of Lynden				City of Nooksack				
Year	Population ⁽¹⁾	16,330	% of Cities	12%	Population ⁽¹⁾	16,520	% of Cities	12%	Population ⁽¹⁾	1,560	% of Cities	1%	
	Share of New 2/10 Sales Tax Revenue	% contributed to JPIP	Tax Revenues - to JPIP	Remaining Revenue	Share of New 2/10 Sales Tax Revenue	% contributed to JPIP	Tax Revenues - to JPIP	Remaining Revenue	Share of New 2/10 Sales Tax Revenue	% contributed to JPIP	Tax Revenues - to JPIP	Remaining Revenue	
2024	\$ 356,012	75%	\$ 267,009	\$ 89,003	\$ 360,154	75%	\$ 270,116	\$ 90,039	\$ 34,010	75%	\$ 25,507	\$ 8,502	
2025	634,719	75%	476,039	158,680	642,103	75%	481,578	160,526	60,634	75%	45,476	15,159	
2026	660,107	75%	495,080	165,027	667,788	75%	500,841	166,947	63,060	75%	47,295	15,765	
2027	686,512	75%	514,884	171,628	694,499	75%	520,874	173,625	65,582	75%	49,187	16,396	
2028	713,972	75%	535,479	178,493	722,279	75%	541,709	180,570	68,206	75%	51,154	17,051	
2029	742,531	50%	371,265	371,265	751,170	50%	375,585	375,585	70,934	50%	35,467	35,467	
2030	772,232	50%	386,116	386,116	781,217	50%	390,609	390,609	73,771	50%	36,886	36,886	
2031	803,121	50%	401,561	401,561	812,466	50%	406,233	406,233	76,722	50%	38,361	38,361	
2032	835,246	15%	127,006	708,240	844,964	15%	128,484	716,480	79,791	15%	12,133	67,658	
2033	868,656	0%	-	868,656	878,763	0%	-	878,763	82,982	0%	-	82,982	
2034	903,402	0%	-	903,402	913,913	0%	-	913,913	86,302	0%	-	86,302	
2035	939,538	0%	-	939,538	950,470	0%	-	950,470	89,754	0%	-	89,754	
2036	977,120	0%	-	977,120	988,489	0%	-	988,489	93,344	0%	-	93,344	
2037	1,016,205	0%	-	1,016,205	1,028,028	0%	-	1,028,028	97,078	0%	-	97,078	
2038	1,056,853	0%	-	1,056,853	1,069,149	0%	-	1,069,149	100,961	0%	-	100,961	
2039	1,099,127	0%	-	1,099,127	1,111,915	0%	-	1,111,915	104,999	0%	-	104,999	
2040	1,143,092	0%	-	1,143,092	1,156,392	0%	-	1,156,392	109,199	0%	-	109,199	
2041	1,188,816	0%	-	1,188,816	1,202,648	0%	-	1,202,648	113,567	0%	-	113,567	
2042	1,236,368	0%	-	1,236,368	1,250,754	0%	-	1,250,754	118,110	0%	-	118,110	
2043	1,285,823	0%	-	1,285,823	1,300,784	0%	-	1,300,784	122,834	0%	-	122,834	
2044	1,337,256	0%	-	1,337,256	1,352,815	0%	-	1,352,815	127,748	0%	-	127,748	
2045	1,390,746	0%	-	1,390,746	1,406,928	0%	-	1,406,928	132,858	0%	-	132,858	
2046	1,446,376	0%	-	1,446,376	1,463,205	0%	-	1,463,205	138,172	0%	-	138,172	
2047	1,504,231	0%	-	1,504,231	1,521,733	0%	-	1,521,733	143,699	0%	-	143,699	
2048	1,564,401	0%	-	1,564,401	1,582,602	0%	-	1,582,602	149,447	0%	-	149,447	
2049	1,626,977	0%	-	1,626,977	1,645,907	0%	-	1,645,907	155,425	0%	-	155,425	
2050	1,692,056	0%	-	1,692,056	1,711,743	0%	-	1,711,743	161,642	0%	-	161,642	
2051	1,759,738	0%	-	1,759,738	1,780,212	0%	-	1,780,212	168,107	0%	-	168,107	
2052	1,830,127	0%	-	1,830,127	1,851,421	0%	-	1,851,421	174,832	0%	-	174,832	
2053	1,903,332	0%	-	1,903,332	1,925,478	0%	-	1,925,478	181,825	0%	-	181,825	
2054	1,979,466	0%	-	1,979,466	2,002,497	0%	-	2,002,497	189,098	0%	-	189,098	
2055	2,058,644	0%	-	2,058,644	2,082,597	0%	-	2,082,597	196,662	0%	-	196,662	
2056	2,140,990	0%	-	2,140,990	2,165,901	0%	-	2,165,901	204,528	0%	-	204,528	
2057	2,226,630	0%	-	2,226,630	2,252,537	0%	-	2,252,537	212,709	0%	-	212,709	
Totals	42,380,424		3,574,440	38,805,985	42,873,522		3,616,028	39,257,493	4,048,589		341,465	3,707,124	

(1) Based on population estimates from the Washington State Office of Financial Management (as of April 1, 2023)

Appendix Table C: New sales tax allocation and contribution from select cities based on population (Sumas, Totals)								
City of Sumas					Cities Totals			
Year	Population ⁽¹⁾	1,810	% of Cities	1%	Population ⁽¹⁾	141,625	% of Cities	100%
	Share of New 2/10 Sales Tax Revenue	% contributed to JPIP	Tax Revenues - to JPIP	Remaining Revenue	Share of New 2/10 Sales Tax Revenue	% contributed to JPIP	Tax Revenues - to JPIP	Remaining Revenue
2024	\$ 39,460	75%	\$ 29,595	\$ 9,865	\$ 3,087,581	75%	\$ 2,315,686	\$ 771,895
2025	70,352	75%	52,764	17,588	5,504,716	75%	4,128,537	1,376,179
2026	73,166	75%	54,874	18,291	5,724,904	75%	4,293,678	1,431,226
2027	76,092	75%	57,069	19,023	5,953,901	75%	4,465,425	1,488,475
2028	79,136	75%	59,352	19,784	6,192,057	75%	4,644,042	1,548,014
2029	82,301	50%	41,151	41,151	6,439,739	50%	3,219,869	3,219,869
2030	85,593	50%	42,797	42,797	6,697,328	50%	3,348,664	3,348,664
2031	89,017	50%	44,509	44,509	6,965,222	50%	3,482,611	3,482,611
2032	92,578	15%	14,077	78,501	7,243,830	15%	1,101,487	6,142,344
2033	96,281	0%	-	96,281	7,533,584	0%	-	7,533,584
2034	100,132	0%	-	100,132	7,834,927	0%	-	7,834,927
2035	104,137	0%	-	104,137	8,148,324	0%	-	8,148,324
2036	108,303	0%	-	108,303	8,474,257	0%	-	8,474,257
2037	112,635	0%	-	112,635	8,813,227	0%	-	8,813,227
2038	117,140	0%	-	117,140	9,165,756	0%	-	9,165,756
2039	121,826	0%	-	121,826	9,532,387	0%	-	9,532,387
2040	126,699	0%	-	126,699	9,913,682	0%	-	9,913,682
2041	131,767	0%	-	131,767	10,310,229	0%	-	10,310,229
2042	137,038	0%	-	137,038	10,722,639	0%	-	10,722,639
2043	142,519	0%	-	142,519	11,151,544	0%	-	11,151,544
2044	148,220	0%	-	148,220	11,597,606	0%	-	11,597,606
2045	154,149	0%	-	154,149	12,061,510	0%	-	12,061,510
2046	160,315	0%	-	160,315	12,543,971	0%	-	12,543,971
2047	166,727	0%	-	166,727	13,045,729	0%	-	13,045,729
2048	173,397	0%	-	173,397	13,567,558	0%	-	13,567,558
2049	180,332	0%	-	180,332	14,110,261	0%	-	14,110,261
2050	187,546	0%	-	187,546	14,674,671	0%	-	14,674,671
2051	195,047	0%	-	195,047	15,261,658	0%	-	15,261,658
2052	202,849	0%	-	202,849	15,872,124	0%	-	15,872,124
2053	210,963	0%	-	210,963	16,507,009	0%	-	16,507,009
2054	219,402	0%	-	219,402	17,167,290	0%	-	17,167,290
2055	228,178	0%	-	228,178	17,853,981	0%	-	17,853,981
2056	237,305	0%	-	237,305	18,568,141	0%	-	18,568,141
2057	246,797	0%	-	246,797	19,310,866	0%	-	19,310,866
Totals	4,697,402		396,187	4,301,214	367,552,210		31,000,000	336,552,210

(1) Based on population estimates from the Washington State Office of Financial Management (as of April 1, 2023)

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 20, 2024	
Name of Agenda Item:	Resolution 24-1095 – Schedule Public Hearing, Adopting a Six Year Transportation Improvement Program (STIP) 2025-2030	
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:	<ol style="list-style-type: none"> STIP Project List Map of STIP Project Locations Resolution No. 24-1095 	
Summary Statement:	<p>By law, a public hearing must be held for the City Council to consider comments regarding the City's Six Year Transportation Improvement Program (2025 to 2030). Attached are Lynden's proposed transportation improvement projects that will, after approval by City Council, be submitted to the Whatcom Council of Governments and from there to the Washington State Department of Transportation (WSDOT) as part of their statewide program.</p> <p>To be eligible for funding for these projects, every city and county must prepare a planned local list of projects which ultimately is forwarded to the WSDOT by July 31 of each year for inclusion in the State's Transportation Improvement Program (STIP) list.</p> <p>The Public Works Committee reviewed the STIP projects at their May 8, 2024, meeting and recommended that City Council set a public hearing date for 7:00 p.m. on June 3, 2024</p>	
Recommended Action:	That City Council set a public hearing for June 3, 2024 to hear public comment on the City's Six Year Transportation Improvement Program.	

RESOLUTION NO. 24-1095

**A RESOLUTION ADOPTING THE
2024-2030 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (STIP)
FOR THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON**

WHEREAS, Washington State Law, RCW 35.77.010, requires the City of Lynden to annually adopt a Six-Year Transportation Improvement Program for the next six calendar years; and

WHEREAS, a report has been prepared and submitted by the City Public Works Director for a Six -Year Transportation Program for years 2025-2030, copies of which are on file in the office of the City Clerk;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Lynden, Washington, as follows:

SECTION 1: That the 2025-2030 Six-Year Transportation Improvement Program be adopted as the official Six-Year Transportation Improvement Program of the City of Lynden, Washington.

SECTION 2: That the City Clerk and the City Public Works Director are hereby directed to file a copy of this resolution with the State of Washington Department of Transportation.

SECTION 3: If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this code and each section, regardless of whether any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if for any reason this Resolution is declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

ADOPTED by the City Council of the City of Lynden, Whatcom County, Washington, on the _____ day of _____, 2024.

MAYOR SCOTT KORTHUIS

ATTEST:

CITY CLERK PAMELA BROWN

APPROVED AS TO FORM:

CITY ATTORNEY ROBERT CARMICHAEL

City of Lynden
2025 - 2030 Six Year
 Transportation Improvement Program
 In Priority Order Keyed to Map

Ref No.	Project	Description	Termini	Classified	Utilities	Complete Street	Phase	Funding Sources (\$ in thousands)					Local	State	TIB	Federal	Total
								2025	2026	2027	2028 - 2029						
1	Pepin Sub-Area	Basin-wide 30% design plans for street network and creek relocation for items 3-8 below City plans to apply for a federal RAISE Construction Grant in 2025 to construct items 3-8 below.	Pepin Creek sub-area	Y		Y	PE	X	X	X						2,000	2,000
							Const				X						0
2	Pine Street Bridge & Pepin Creek Channel	Vehicular Bridge and Approaches. Stream channel extended from Main to Westview Development	Pine Street over relocated Pepin Creek (Double Ditch) and 1000 ft of channel north of bridge <i>Developer Mitigation - incl. in Local</i>			Y	PE 2023-2024						150 (PWTF)				150
							Const	X	X			47	5,000 (PWTF)				5,047
3	Pepin Creek Main Stem <i>Pepin Parkway Concept</i>	Upstream (Pepin Sub-area) Phased Relocation	Isom School to East/West Creek Corridor <i>Department of Ecology potential funding. Developer Mitigation - incl. in Local</i>			NA	PE	X	X			734					734
							Const			X	X					8,950	8,950
4	East/West Pepin Creek Corridor <i>Pepin Parkway Concept</i> (including culvert at Double Ditch)	Upstream (Pepin sub-area) Phased Relocation	North end of Pepin Main Stem to Double Ditch Road <i>Developer Mitigation - incl. in Local</i>			NA	PE	X	X			125					125
							Const			X	X					3,440	3,440
5	Double Ditch Road	Widen/Improve to City Arterial Street Standard (40') <i>Prerequisite: Construct Cross-Culvert to the North and redirect Pepin Creek into new channel</i>	Main Street to City Limits (Pepin Parkway) <i>Connect to Future Pepin Parkway Include Water & Sewer Trunk Lines Developer Mitigation - incl. in Local</i>	X		Y	PE	X	X	X		387					387
							Const			X	X					6,473	6,473
6	Pepin Parkway Bridge	Pepin Parkway Arterial (Included in 2022 Design Standards) <i>Arterial Street - driveway access and parking restricted</i>	On Pepin Parkway over the relocated Pepin Creek <i>Developer Mitigation - incl. in Local</i>	X		Y	PE	X	X			248					248
							Const		X	X	X					3,860	3,860
7	Pepin Parkway Arterial	Pepin Parkway Arterial (Center Median Stormwater) <i>Arterial Street - driveway access and parking restricted</i>	Benson Road to Double Ditch <i>Developer Mitigation - incl. in Local</i>	X		Y	PE	X	X			387					387
							Const			X	X					8,375	8,375
8	Benson Road	Widen to the west to avoid ditch on east. Pedestrian on west side - possible 10' separated trail <i>Arterial Street - driveway access and parking restricted Surface Transportation Block Grant (STBG)</i>	Sunrise Drive to Badger Road <i>Connect to Future Pepin Parkway Federal STBG and CRP Developer Mitigation - incl. in Local</i>	Y	E	Y	PE	X	X			64			418	482	
							Const		X	X			1,700			6,394	3,245
9	Riverview Road Extension	Extension of Riverview to Nooksack Avenue to full City Standard including curb, gutter and sidewalk	Hannegan to Nooksack Avenue/Hampton			NA	PE			X	X	25					25
							Const										0
10	E. Front Street Slope Stability (Ph. 2)	Replace storm pipe, construct mechanically stabilized earth (MSE) wall to stabilize slope, and repair street	600 Block of East Front Street			NA	PE										0
							Const	X					525				525
11a	9th Street & Alley (Judson Area Stormwater Low Impact Development - Phase II)	Stormwater Low Impact Development <i>Ecology Stormwater Grant funded design in 2020 DOE Grant/Loan, TBD, & Utility Matching Funds</i>	Front St. to Judson and E/W Alley to 10th			Y	PE										0
							Const	X	X				100	100			200

City of Lynden
2025 - 2030 Six Year
 Transportation Improvement Program
 In Priority Order Keyed to Map

Ref No.	Project	Description	Termini	Classified	Utilities	Complete Street	Phase	Funding Sources (\$ in thousands)					Local	State	TIB	Federal	Total
								2025	2026	2027	2028 - 2029						
11b	10th and Judson Street (Judson Area Stormwater Low Impact Development - Phase III)	Stormwater Low Impact Development Ecology Stormwater Grant funded design in 2020 Const. Funding Dependent DOE Const. Grant. TBD & Utility Matching Funds	Front Street to 7th Street			Y	PE	X				20					170
							Const	X	X			50	900				950
12	Birch Bay Lynden and Berthusen Road Intersecton		Intersection Birch Bay Lynden and Berthusen			N	PE/ROW	X	X	X		50					50
							Const			X		3,000					3,000
13a	Main Street and Berthusen Road Roundabout	Construct roundabout and approximatel 400 feet of each approach street Community and Economic Revitatlization Board. Loan \$4.5 million	Intersection of West Main and Berthusen Rd.	Y		Y	PE 2023	X				125					125
							Const	X	X			1,000	4,500				5,500
13b	Main Street Corridor Completion	Reconstruct Main Street between Curt Maberry Road and Berthusen Road	Curt Maberry Road and Berthusen Rd.	Y		Y	PE		X	X		100					100
							Const			X		5,500					5,500
14	Tromp Road Arterial Improvement	Upgrade to Full City Industrial Standard Planning Purposes Only Community Economic Development (CEDs) listed	Birch Bay Lynden Rd. to W. Front St.	Y		Y	PE				X	100					100
							Const			X		3,000					3,000
15a	Bradley Road Arterial Improvements	Upgrade to Complete Street with intersection improvements at both termini. Anticipating State Commerce Funding and pursuing additional State/Federal funding	Vinup Road to Line Road	Y		Y	PE										0
							Const	X	X			75	2,500				2,575
15b	Bradley-Vinup Roundabout	New Roundabout replaces stop sign on Bradley Pursuing State/Federal funding	Eastwood (east) Ridgeway (north) Grover (south)	Y		Y	PE	X	X			25					25
							Const			X		1,590					1,590
16	Line Road Complete Street	Upgrade to Full City Standard Planning Purposes Only	Aaron Drive to Badger Road (SR-546)	Y		Y	PE				X	50					50
							Const			X		1,500					1,500
17	3rd Street Reconstruction	Street Reconstruction Planning Purposes Only	Grover Street to Front St Historic Business District	Y		Y	PE				X	20					20
18	4th Street Improvements	Street Reconstruction/Centennial Park Integration Planning Purposes Only Community Economic Development (CEDs) listed	Grover Street to Judson Street Alley Historic Business District			Y	PE				X	20					20
19	6th Street Reconstruction	Street Reconstruction Planning Purposes Only	Grover Street to Front St Historic Business District			Y	PE	X			X	20					20
20	Northwood Road Complete Street	Upgrade to Full City Std Planning Purposes Only	Brome to Badger	Y		Y	PE				X	70					70

City of Lynden
2025 - 2030 Six Year
 Transportation Improvement Program
 In Priority Order Keyed to Map

Ref No.	Project	Description	Termini	Classified	Utilities	Complete Street	Phase	Funding Sources (\$ in thousands)					Local	State	TIB	Federal	Total
								2025	2026	2027	2028 - 2029						
21	E. Badger (SR-546) and Benson Road Roundabout	Channelization/Roundabout & Lighting <i>Planning Purposes Only (WSDOT Project)</i>	East Badger and Benson Road	Y		Y	PE	X				X		WSDOT 500			1,000
22	Judson Street Service Alley Improvements	Widen and reconstruct, relocate utility poles, and improve parking. <i>Community Economic Development (CEDs) listed</i>	3rd Street to 7th Street <i>Possible Directional Restrictions</i>			?	ROW/PE		X	X			50				50
23	W. Front Street Arterial Ph 2	Upgrade to City Industrial Street Standard (44' width) with curb, gutter, and sidewalk.	Duffner Ditch to Tromp Road <i>west of Guide Meridian</i>	Y		N	PE					X	75				75
							Const				X	2,000				2,000	
24	W. Front St Culvert Repair/Replace Culvert at Duffner Ditch	Replace Flood Damaged Culvert Includes water, sewer and storm replacments <i>as needed</i>	Duffner Ditch to Duffner Drive <i>west of Guide Meridian</i>	Y		N	PE 2023	X					35			220	255
							Const	X	X			365			2,335	2,700	
25	Kaemingk Trail Extension to Dickinson Park	Paved Trail w/ 2 Bridges <i>2019 Parks & Trails Bond</i>	17th Street to existing Ridgecreek Trail			NA	PE	X	X				200				200
							Const			X	X	2,500			2,500		
26	Arterial Street Preservation Program Classified Routes	Grind and Overlay. Include required ADA Upgrades. Apply for TIB Arterial Preservation Program (APP) Funding Dependent (Coordinate with County on Birch Bay Lynden)	Birch Bay Lynden Rd (City Limits to SR-539) Vinnup (Bradley to SR-546)	Y		Y	PE	X	X	X	X	300		300			600
							Const					2,000		2,000	4,000		
27	Intersection Analysis	Various intersections for operation issues and possible corrections. (Ex: 1st and Grover, 1st and Riverview, Nooksack and E. Grover)	Birch Bay Lynden and Berthusen	Y		Y	PE	X	X	X		150					150
							Const				X			0			
28	Bay Lyn Drive Duffner Ditch Fish Passage Culvert	Duffner Ditch Culvert Replacement - Apply for State funding programs. Included in Legislative Agenda.	Duffner Ditch at Bay-Lyn			N/A	PE		X	X		200		300			500
							Const				X	1,200	1,200	1,200			
29	East Badger Road - Vinup and Line Roundabout/Intersection Improvements	Roundabouts or intersection Improvements at Vinup and Line (WSDOT project)				Y	PE			X		200					200
							Const				X			0			
30	Main and 1st Street Intersection Rehabilitation	Reconstruction and ADA upgrades Planning Purposes only	Main and 1st Intersection			Y	PE	X	X		X	100					100
31	Meadow Neighborhood Street, Water & Stormwater Rehabilitation	Street reconstruction with ADA upgrades as required. Water, sewer, storm drainage improvments as needed	Woodview Ct., Meadon Ln., S. Meadow Ln., and W. Meadow Ln. Duffner Ditch			NA	PE		X	X	X	100					100
32	Miscellaneous Pavement Preservation	Chip seal, asphalt overlays	Various Locations			N/A	Const Yearly budget	X	X	X	X	100					100

City of Lynden
2025 - 2030 Six Year
 Transportation Improvement Program
 In Priority Order Keyed to Map

Ref No.	Project	Description	Termini	Classified	Utilities	Complete Street	Phase	Funding Sources (\$ in thousands)									
								2025	2026	2027	2028 - 2029	Local	State	TIB	Federal	Total	
33	ADA and non-motorized Facilities	Sidewalk repair & replacement, ADA ramps, non-motorized facilities.	Various			N/A	Const Yearly budget	X	X	X	X	75					75

2025 Projects

Overlays
 Plan (Green line)
 Design (Green square)

Motorized
 Construct (Thick red line)
 Design (Thin red line)
 Plan (Dashed red line)

Non-Motorized
 Design (Yellow hatched area)

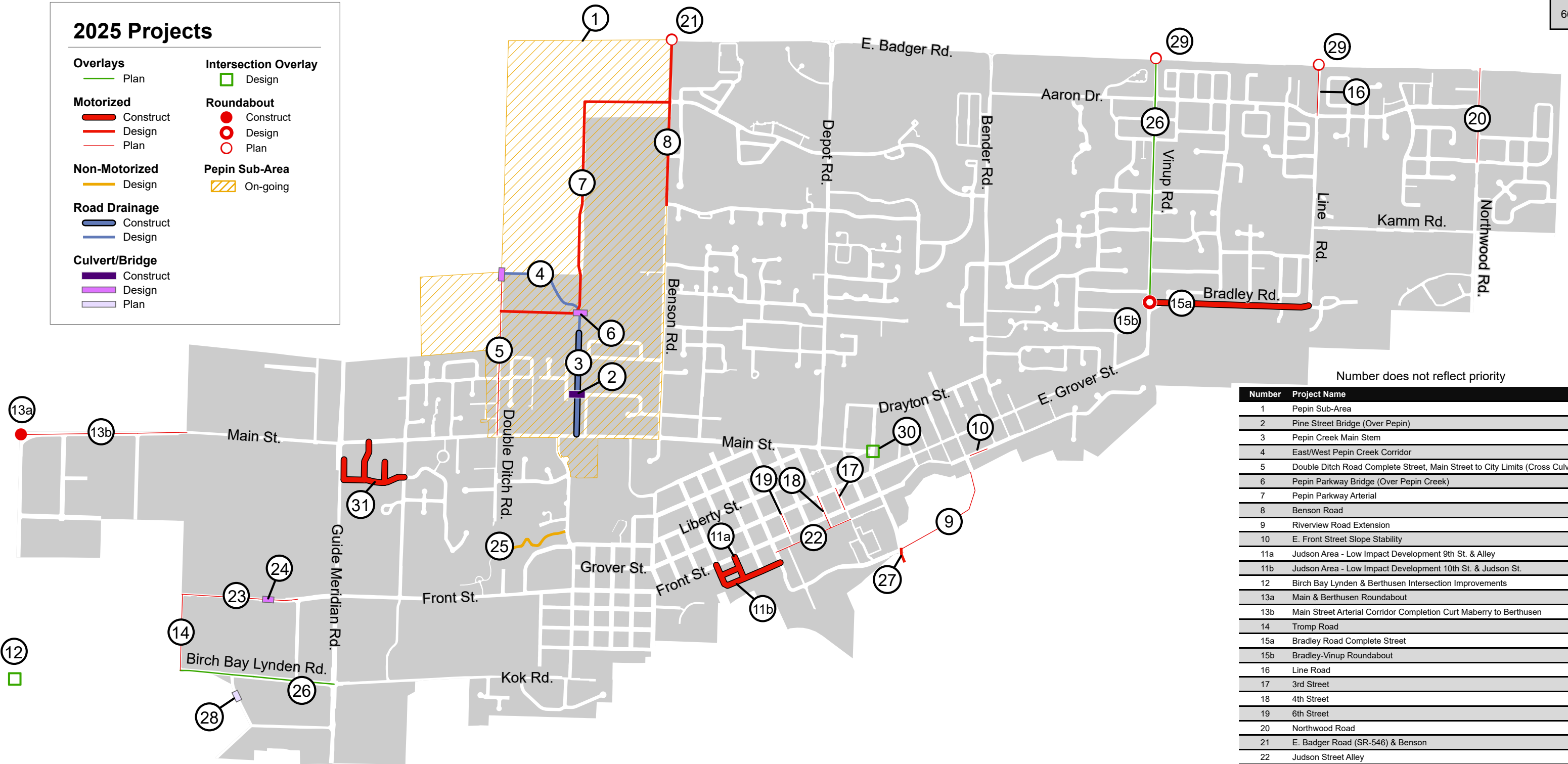
Road Drainage
 Construct (Thick blue line)
 Design (Thin blue line)

Culvert/Bridge
 Construct (Thick purple line)
 Design (Thin purple line)
 Plan (Dashed purple line)

Intersection Overlay
 Design (Green square)

Roundabout
 Construct (Red circle with dot)
 Design (Red circle with outline)
 Plan (Red circle with outline)

Pepin Sub-Area
 On-going (Yellow hatched area)

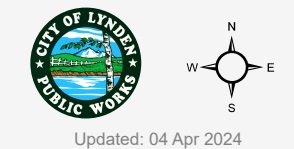


Number does not reflect priority

Number	Project Name
1	Pepin Sub-Area
2	Pine Street Bridge (Over Pepin)
3	Pepin Creek Main Stem
4	East/West Pepin Creek Corridor
5	Double Ditch Road Complete Street, Main Street to City Limits (Cross Culvert)
6	Pepin Parkway Bridge (Over Pepin Creek)
7	Pepin Parkway Arterial
8	Benson Road
9	Riverview Road Extension
10	E. Front Street Slope Stability
11a	Judson Area - Low Impact Development 9th St. & Alley
11b	Judson Area - Low Impact Development 10th St. & Judson St.
12	Birch Bay Lynden & Berthusen Intersection Improvements
13a	Main & Berthusen Roundabout
13b	Main Street Arterial Corridor Completion Curt Maberry to Berthusen
14	Tromp Road
15a	Bradley Road Complete Street
15b	Bradley-Vinup Roundabout
16	Line Road
17	3rd Street
18	4th Street
19	6th Street
20	Northwood Road
21	E. Badger Road (SR-546) & Benson
22	Judson Street Alley
23	Front Street (West) Arterial - Full Industrial Standard
24	Front Street Culvert Repair/Replace
25	Kaemingk Trail Extension 17th Street to Dickinson Park
26	Arterial Street Preservation Program
27	Various Intersections
28	Bay-Lyn Culvert Replacement
29	E. Badger Road (SR-546) at Vinup & Line
30	Main & 1st Intersection Repairs and ADA Improvements
31	Meadow Neighborhood

Path: \\Saturn\GIS\Projects\Public Works\TransportationImprovement\Projects\TIP2025\TIP2025.aprx

2025 - 2030 Transportation Improvement Projects



CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 20, 2024	
Name of Agenda Item:	RES-24-1097 Request to Cancel Checks	
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-24-1097 Copy of cancellation memo.		
Summary Statement:		
<p>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 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</p> <p>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."</p> <p>Checks Numbering: 28678 and 29443 have not and will not be presented for payment; and should be canceled.</p>		
Recommended Action:		
The City Council give consent approval of RES-24-1097 and authorize the Mayor's signature.		

CITY OF LYNDEN

300 4th Street
Lynden, WA 98264



5/13/2024

Dear Christy,

The following checks need to be voided:

- Check #28678 11/7/2023 \$84.35
 - Vendor #3267 Carl's Mower and Saw

 - Items were refunded prior to vendor receiving payment

- Check #29443 2/21/2024 \$0.43
 - Vendor #2262 Farmers Equipment Co.

 - Wrong vendor

Please approve these voids through City Council.

Thank you,

A handwritten signature in blue ink, appearing to read 'Fritzie Elton', is written in a cursive, flowing style.

Fritzie Elton
Accounting Lead - A/P
Finance Department

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 20, 2024	
Name of Agenda Item:	Award Bid for JK Trail – Depot Rd to 8 th Street – Phase 3	
Section of Agenda:	New Business	
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:		
1) Preliminary Bid Results at Time of Opening 2) WRS Protest Letter 3) Carmichael Clark, P.S. Letter 4) Reichhardt & Ebe Recommendation to Award 5) Notice of Irregular Bid 6) Ritter Dispute Letter 7) Certified Bid Tabulation		
Summary Statement:		
<p>Public Works recently solicited bids for Jim Kaemingk Sr. Trail – Depot Rd to 8th Street – Phase 3. This project includes paving of approximately 1,000 linear feet of trail; constructing the full base and paving of an additional 300 linear feet of trail; a pedestrian crossing at Depot Rd; and associated restoration, and work at the adjacent Vander Griend Lumber property.</p> <p>Two (2) bids were received and opened on April 18, 2024, with Ritter Dirt and Asphalt as the apparent low bidder. The bids were tabulated by the Engineer of Record. During tabulation, the Engineer noted irregular aspects of the low bid for further review.</p> <p>The City received a Notice of Protest on April 19th from the next lowest bidder. The previously noted irregularities and the Notice of Protest caused Public Works to seek legal review of the bids. The outcome of that review resulted in (1) a Notice of Irregular Bid sent to Ritter Dirt and Asphalt and (2) a recommendation to award the bid to Western Refinery Services, who was determined to be the lowest responsive and responsible bidder.</p> <p>This topic was discussed at the Parks Committee meeting on May 6th and the Public Works Committee meeting held on May 15, 2024. Both committees recommended to present the project to City Council for award on May 20, 2024.</p> <p>The recommendation is to award the contract to Western Refinery Services, the lowest responsive and responsible bidder, in the amount of \$336,918.00.</p> <p>The Engineer's Estimate was \$332,582.00.</p>		
Recommended Action:		
<p>That City Council award the contract for Jim Kaemingk Sr. Trail – Depot Rd to 8th Street – Phase 3 to Western Refinery Services in the amount of \$336,918.00 and authorize the Mayor to sign the contract.</p>		



CITY OF LYNDEN

Jim Kaemingk Sr. Trail - Phase 3

Thursday, April 18, 2024



Bidder Name Address City, State, Zip	Bidder Identification Completed	Non-Collusion Declaration	Contractor Certification Wage Law Compliance - Responsibility Criteria	Proposal Signed & Notarized	Addendum No 1. Acknowledged	Bid Bond Included	Total Bid
Ripper Dirt and Asphalt	✓	✓	✓	✓	✓	✓	289,688.02
WRS	✓	✓	✓	✓	✓	✓	336,918.00

308,697.02

✓



April 19, 2024

NOTICE OF PROTEST

Reichhardt & Ebe Engineering Inc.
423 Front Street.
Lynden, WA 98264

Attention: Tyler Buys, Principal & Project Manager

RE: Jim Kaemingk Sr. Trail Depot Road to 8th Street Phase 3 Project, Construction Documents prepared by Reichhardt & Ebe Engineering Inc.

Mr. Buys.

Pursuant to Washington State RCW39.04.105, Western Refinery Services does protest the bid of Ritter Dirt & Asphalt for the referenced project. This letter shall serve as written notice in accordance with the conditions of that section.

Ritter Dirt & Asphalt failed to provide a complete bid. Within the owner provided bid documents the owner retains the right to reject contractor bids that are incomplete. The Ritter Dirt & Asphalt bid must be considered incomplete and therefore non-responsive.

WSDOT 1-02.13 section D states that a proposal is considered irregular if "The Proposal form is not properly executed." WSDOT 1-02.6 outlines how a proposal is properly executed when they write, "All prices shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars and cents." Ritter Dirt & Asphalt's bid proposal does not follow 1-02.6 for the following reasons:

- a. Bid Items 1, 2, 4, 5, 6, 11, 14, 18, 23, 24, 34, 35, 36, and 40 are all missing the cents as required in 1-02.6.
- b. Bid Items 2, 26, and 39 all have been crossed out and lack an initial.

Last, WRS requests that Reichhardt & Ebe confirm that the proposal was completed in pen as required by 1-02.6. It appears in the scanned document that Ritter Dirt & Asphalt's bid proposal is written in pencil.

The Washington State RCW is clear that bids must be awarded to the lowest responsible bidder with a responsive bid. An incomplete bid is non-responsive.

Western Refinery Services does request acknowledgement of this Bid Protest and confirmation of the Ritter Dirt & Asphalt bid proposal rejection.

We look forward to your prompt response.

Dustin Bliss
WRS Construction Manager

A handwritten signature in black ink, appearing to read 'Dustin Bliss', is written over a horizontal line.



ROBERT A. CARMICHAEL | Attorney
bob@carmichaelclark.com

April 26, 2024

VIA E-MAIL ONLY

Mr. Jon Hutchings
Public Works Director
City of Lynden
300 4th Street
Lynden, WA 98264

Re: Jim Kaemingk Sr. Trail – Depot Road to 8th Street Phase 3 Project

Dear Mr. Hutchings:

This letter is in response to the City of Lynden’s request for legal review of the bids and related documents associated with the bid opening on April 18, 2024 for the above-referenced project. I have also reviewed the bid protest filed by WRS on April 19, 2024. Following review of the WRS bid protest, a letter from Reichhardt & Ebe Engineering dated April 23, 2024, and the bid documents, including Project Specifications, it is my opinion that the City of Lynden (“City”) has the right and authority to reject Ritter Dirt & Asphalt (Ritter)’s low bid for the Jim Kaemingk Sr. Trail – Phase 3 project.

Under Chapter 39.04 RCW, local agencies are required to award public works contracts to responsible bidders with the lowest responsive bids. A bid is deemed responsive if it is submitted on time and includes all information as requested by the agency. Bids with material defects are nonresponsive and must be rejected by the agency. Material defects are those irregularities that give one bidder a substantial advantage over others, thereby undermining fair competition. While agencies are required to reject bids containing material defects, minor variances or errors may be considered informalities in the bidding process and may be waived if they do not significantly affect the competitive character of the bidding process.¹ However, the City is not required to waive such irregularities, and maintains discretion to reject nonconforming bids. The Ritter bid is nonconforming, and the City has the right to reject it.

There are two irregularities in Ritter’s bid proposal and two math errors. Several bid items are missing the cents in the unit price and totals, as required by WSDOT Standard Specification 1-02.6. In addition, several bid items have been crossed out or were otherwise altered, and none of them are initialed by the signer of the bid as required by Contract Special Provision 1-02.6,

¹ [Land Constr. Co. v. Snohomish Cty., 40 Wn. App. 480, 482, 698 P.2d 1120, 1122 \(1985\)](#)

item 5.² While omitting cents in unit prices may be considered a minor irregularity, Ritter’s failure to initial alterations to unit prices in violation of Special Provision 1-02.6 raises concerns. The failure to explain or initial changes to a unit price could potentially advantage one bidder unfairly. This letter is not suggesting that Ritter would seek to disavow the altered unit prices; the concern is that without initials accompanying the alterations, the potential to do so exists.

The issue of whether failure to initial alterations to unit prices is a material defect has not been addressed in Washington. However, a New Jersey court addressed a bid with similar defects and held that failure to explain or initial changes to a unit price constitutes grounds for rejection of a bid. In that case, the Borough of Fort Lee rejected the lowest bid because the bid contained alterations that were not explained or noted in the bid over the signature of the bidder as required by the Bid Specifications, raising concerns that because of this, the contractor could disclaim the alterations as having been made without authorization and seek to withdraw its bid on this ground.³ That court determined that failure to initial alterations to unit prices constituted an irregularity, and that it was not necessary to determine whether the irregularity was material because an irregularity in the bid can be grounds for rejection even if the irregularity is not a material defect.

Here, as in the Borough of Fort Lee case, it is not necessary to determine whether the flaws in Ritter’s bid were material defects or minor irregularities. If the flaws were material defects that undermined fair competition, the City has a duty to reject the bid. If the flaws were minor irregularities, the City has the discretion to reject the bid based on prudent judgment.⁴ In short, the City is well within its legal right and sound discretion to reject the Ritter bid for its failure to initial alteration of unit prices, as required by the bid specifications.

Please let me know if you have questions.

Yours truly,

Robert A. Carmichael
Lynden City Attorney

- c: John Williams, City Administrator
- Brent DeRuyter, Parks Director
- Mark Sandal, Programs Manager, Public Works

² Per Contract Special Provision 1-02.6, item 5, “Any correction to a bid made by interlineation, alteration, or erasure shall be initialed by the signer of the bid.”

³ [*Serenity Contracting Grp., Inc. v. Borough of Fort Lee*, 306 N.J. Super. 151, 153, 703 A.2d 352, 353 \(Super. Ct. App. Div. 1997\)](#)

⁴ The existence of the two math errors add to Ritters bid nonconformance, but are not necessary for this opinion.



April 29, 2024

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Mark Sandal
Programs Manager

Re: City of Lynden
Jim Kaemingk Sr. Trail - Depot to 8th - PHASE 3

Recommendation to Award

Dear Mark,

We have reviewed all construction bid proposals for the above-referenced project. Western Refinery Services provided the lowest responsive bid at \$336,918.00. The apparent low bid was supplied by Ritter Dirt and Asphalt, but is recommended to be rejected based on consideration of the Project Special Provisions, the WSDOT Standard Specifications, and the attached letter from Robert A. Carmichael with Carmichael Clark, P.S. Attorneys At Law, dated April 26, 2024. The bid for Western Refinery Services was read as a total of \$336,918.00.

We recommend that you award the contract to Western Refinery Services subject to the following:

- 1. Required project funds are available.
- 2. Consideration of the City's Attorney to reject the bid of Ritter Dirt and Asphalt.

Sincerely,

Tyler Buys, P.E.
Reichhardt & Ebe Engineering, Inc.

CITY OF LYNDEN



PUBLIC WORKS DEPARTMENT

Jon Hutchings, Public Works Director
(360) 354 - 3446

April 30, 2024

Alysha Ritter
Ritter Dirt & Asphalt, LLC
PO Box 1006
Lynden, WA 98264

RE: Jim Kaemingk Sr. Trail - Depot to 8th - Phase 3
Notice of Irregular bid

Dear Ms. Ritter,

Thank you for your interest and bid for the City's Jim Kaemingk Sr. Trail, Depot to 8th – Phase 3 Project ("Phase 3 Trail Project"). This letter is to notify you that the bid documents submitted by Ritter Dirt & Asphalt for this project are irregular, and therefore have been rejected by the City of Lynden.

Ritter Dirt & Asphalt provided the lowest bid proposal for the project at \$308,697.02. However, the following irregularities were observed on the bid proposal from Ritter Dirt and Asphalt:

1. Bid Item unit prices for items 2, 26, and 39 were crossed out and altered, with no initials present. Per the Contract Special Provisions section 1-02.6, item 5 "Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid."
2. Unit prices and totals for bid items 1,2,4,5,6,11,14,18,23,24,34,35,36, and 40 did not include cents. Per the WSDOT Standard specifications section 1-02.6, second paragraph, "All prices shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars and cents."

A bid must comply with the bid specifications provided in the notice requesting proposals. Ritter Dirt & Asphalt's bid is not in compliance with requirements as stated in the WSDOT Standard Specifications and the Project Special Provisions. The WSDOT Standard Specification 1-02.6 specifies that only properly executed proposals will be accepted, and Section 1-02.13 of the Contract Special Provisions reiterates that a proposal will be deemed irregular and rejected if the proposal form is not properly executed. Ritter Dirt and Asphalt's bid is irregular due to its failure to conform to the above cited bid requirements and is therefore rejected for the Phase 3 Trail Project.

We appreciate your interest in the project and hope for an opportunity to work with Ritter Dirt & Asphalt in the future.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Mark Sandal
Programs Manager

cc: Jon Hutchings, City of Lynden Public Works Director
Brent DeRuyter, City of Lynden Parks Director
Tyler Buys, P.E., Reichhardt & Ebe Engineering, Inc.
Barbara Burke, Reichhardt & Ebe Engineering, Inc.
File



Jason Ritter
1350 Ten Mile Rd
Everson WA 98247
(360) 739-3472
Jasonritter007@gmail.com

May 1, 2024

Hi Mark,

I am writing to dispute your decision on the Jim Kaemingk Sr. Trail Project. I have review bid items 2, 26, and 39 which states a very clear dollar amount for these items. I realize that it is your policy to have initials by each one, but this document is signed by me under oath and notarized which make this a legally binding document. The bid tabs have a significant difference in price from 1st to 2nd bidder and above all that it does not change the fact that J Ritter Dirt & Asphalt is low bidder. I hope that we can come together on this to avoid any legal implications.

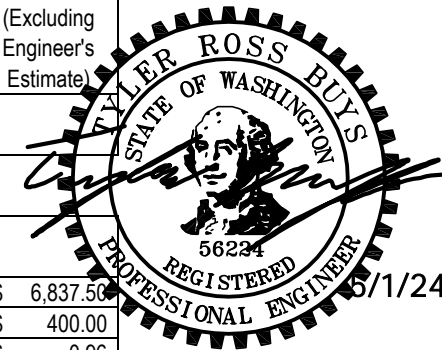
I would be happy to provide you with several references that we have worked with in the past if you find that helpful.

Sincerely,

Alysha Ritter
Ritter Dirt & Asphalt, LLC
360-739-2972

423 Front Street
Lynden, WA 98264
Phone: (360) 354-3687

Called By:	City of Lynden	Bidder's Name	Engineer's Estimate	1 Ritter Dirt & Asphalt PO Box 1006 Lynden, WA 9264	2 Western Refinery Services 2380 Grandview Road Ferndale, WA 98248	Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
For:	Jim Kaemingk Sr. Trail - Depot to 8th - PHASE 3 300 4th Street Lynden, WA 98264 CERTIFIED TABULATION OF BIDS RECEIVED						
By:	Tyler Buys, P.E.						
Date:	April 18, 2024						



Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 38,675.00	\$ 38,675.00	\$ 25,000.00	\$ 25,000.00	\$ 31,837.50	\$ 6,837.50
2	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 200.00	\$ 200.00	\$ 600.00	\$ 400.00
3	Temporary Trench Patch	610	SF	\$ 5.00	\$ 3,050.00	\$ 3.07	\$ 1,872.70	\$ 5.00	\$ 3,050.00	\$ 4.04	\$ 0.96
4	Project Temporary Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,725.00	\$ 6,725.00	\$ 8,000.00	\$ 8,000.00	\$ 7,362.50	\$ 637.50
5	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 3,000.00	\$ 3,000.00	\$ 14,000.00	\$ 11,000.00
6	Removal of Structures and Obstructions	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 5,000.00
7	Sawcut ACP	1,530	LF-IN	\$ 1.50	\$ 2,295.00	\$ 0.84	\$ 1,285.20	\$ 1.50	\$ 2,295.00	\$ 1.17	\$ 0.33
8	Sawcut PCC	670	LF-IN	\$ 2.50	\$ 1,675.00	\$ 1.62	\$ 1,085.40	\$ 4.00	\$ 2,680.00	\$ 2.81	\$ 1.19
9	Gravel Borrow Incl. Haul	220	TON	\$ 25.00	\$ 5,500.00	\$ 15.75	\$ 3,465.00	\$ 26.00	\$ 5,720.00	\$ 20.88	\$ 5.13
10	Roadway Excavation Incl. Haul	250	CY	\$ 20.00	\$ 5,000.00	\$ 24.50	\$ 6,125.00	\$ 30.00	\$ 7,500.00	\$ 27.25	\$ 2.75
11	Subgrade Final Conditioning	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,100.00	\$ 4,100.00	\$ 5,050.00	\$ 950.00
12	Water	10	M GAL.	\$ 150.00	\$ 1,500.00	\$ 39.00	\$ 390.00	\$ 200.00	\$ 2,000.00	\$ 119.50	\$ 80.50
13	Crushed Surfacing Top Course	140	TON	\$ 50.00	\$ 7,000.00	\$ 20.16	\$ 2,822.40	\$ 65.00	\$ 9,100.00	\$ 42.58	\$ 22.42
14	Commercial HMA	230	TON	\$ 160.00	\$ 36,800.00	\$ 132.00	\$ 30,360.00	\$ 160.00	\$ 36,800.00	\$ 146.00	\$ 14.00
15	Infiltration Trench	136	LF	\$ 35.00	\$ 4,760.00	\$ 110.95	\$ 15,089.20	\$ 30.00	\$ 4,080.00	\$ 70.48	\$ 40.48
16	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	5	LF	\$ 200.00	\$ 1,000.00	\$ 181.28	\$ 906.40	\$ 100.00	\$ 500.00	\$ 140.64	\$ 40.64
17	Stormwater Filtration System	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 18,097.89	\$ 18,097.89	\$ 27,500.00	\$ 27,500.00	\$ 22,798.95	\$ 4,701.06
18	Adjustments to Finished Grade	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 2,000.00
19	High Visibility Silt Fence	315	LF	\$ 5.00	\$ 1,575.00	\$ 2.09	\$ 658.35	\$ 5.00	\$ 1,575.00	\$ 3.55	\$ 1.46
20	Inlet Protection	4	EA	\$ 150.00	\$ 600.00	\$ 33.84	\$ 135.36	\$ 60.00	\$ 240.00	\$ 46.92	\$ 13.08
21	Seeding and Mulching	0.40	AC	\$ 12,000.00	\$ 4,800.00	\$ 8,364.60	\$ 3,345.84	\$ 25,000.00	\$ 10,000.00	\$ 16,682.30	\$ 8,317.70
22	Bark Mulch	230	SY	\$ 15.00	\$ 3,450.00	\$ 11.75	\$ 2,702.50	\$ 10.00	\$ 2,300.00	\$ 10.88	\$ 0.88
23	Plant Selection Thuja occidentalis 'Smaragd'	152	EA	\$ 145.00	\$ 22,040.00	\$ 115.00	\$ 17,480.00	\$ 150.00	\$ 22,800.00	\$ 132.50	\$ 17.50
24	Topsoil Type A	280	TON	\$ 55.00	\$ 15,400.00	\$ 14.75	\$ 4,130.00	\$ 70.00	\$ 19,600.00	\$ 42.38	\$ 27.63
25	Cement Conc. Traffic Curb and Gutter	130	LF	\$ 50.00	\$ 6,500.00	\$ 41.70	\$ 5,421.00	\$ 45.00	\$ 5,850.00	\$ 43.35	\$ 1.65
26	Cement Conc. Pedestrian Curb	40	LF	\$ 40.00	\$ 1,600.00	\$ 43.75	\$ 1,750.00	\$ 55.00	\$ 2,200.00	\$ 49.38	\$ 5.63
27	Cement Conc. Driveway Entrance	15	SY	\$ 90.00	\$ 1,350.00	\$ 104.50	\$ 1,567.50	\$ 150.00	\$ 2,250.00	\$ 127.25	\$ 22.75
28	Chain Link Fence Type 3	381	LF	\$ 40.00	\$ 15,240.00	\$ 37.42	\$ 14,257.02	\$ 40.00	\$ 15,240.00	\$ 38.71	\$ 1.29
29	Custom Chain Link Fence	108	LF	\$ 60.00	\$ 6,480.00	\$ 120.95	\$ 13,062.60	\$ 130.00	\$ 14,040.00	\$ 125.48	\$ 4.53
30	Temporary Chain Link Fence	402	LF	\$ 5.00	\$ 2,010.00	\$ 6.52	\$ 2,621.04	\$ 10.00	\$ 4,020.00	\$ 8.26	\$ 1.74
31	Split Rail Fence	194	LF	\$ 18.00	\$ 3,492.00	\$ 19.79	\$ 3,839.26	\$ 22.00	\$ 4,268.00	\$ 20.90	\$ 1.11
32	Cement Conc. Curb Ramp Type Parallel A	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 3,025.00	\$ 6,050.00	\$ 3,500.00	\$ 7,000.00	\$ 3,262.50	\$ 237.50
33	Cement Conc. Sidewalk	25	SY	\$ 85.00	\$ 2,125.00	\$ 93.50	\$ 2,337.50	\$ 150.00	\$ 3,750.00	\$ 121.75	\$ 28.25
34	Cement Conc. Retaining Wall	60	LF	\$ 225.00	\$ 13,500.00	\$ 209.00	\$ 12,540.00	\$ 220.00	\$ 13,200.00	\$ 214.50	\$ 5.50
35	RRFB Foundation	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 500.00
36	Permanent Signing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 1,500.00
37	Paint Line	120	LF	\$ 2.00	\$ 240.00	\$ 2.30	\$ 276.00	\$ 3.00	\$ 360.00	\$ 2.65	\$ 0.35
38	Plastic Crosswalk Line	80	SF	\$ 20.00	\$ 1,600.00	\$ 17.25	\$ 1,380.00	\$ 25.00	\$ 2,000.00	\$ 21.13	\$ 3.88
39	Bollard Type 1	6	EA	\$ 4,000.00	\$ 24,000.00	\$ 832.31	\$ 4,993.86	\$ 1,500.00	\$ 9,000.00	\$ 1,166.16	\$ 333.85
40	Pothole Existing Underground Utility	6	EA	\$ 750.00	\$ 4,500.00	\$ 375.00	\$ 2,250.00	\$ 450.00	\$ 2,700.00	\$ 412.50	\$ 37.50
41	Repair Existing Public and Private Facilities	1	EST	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -
	Sub-Total				\$ 332,582.00		\$ 308,697.02		\$ 336,918.00		
	Total				\$ 332,582.00		\$ 308,697.02		\$ 336,918.00		

Denotes Mathematical Error

Denotes Nonresponsive Bid

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 20, 2024	
Name of Agenda Item:	Continuation of Public Hearing On the Question of Whether the City should Consider Discontinuing Fluoridization of the City's Municipal Water Supply	
Section of Agenda:	Public Hearing	
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 checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
Summary Statement:	<p>At the September 18, 2023, City Council meeting, a motion was passed to “direct City staff to: Develop a schedule, public notice strategy, and date for public hearing before the City Council, consistent with state law, on the question of whether the city should consider discontinuing fluoridization of the City’s municipal water supply.”</p> <p>At that meeting, the topic was tabled until the January 2, 2024 Council meeting. At that meeting a motion was made to place the topic on the agenda and bring the schedule, public notice strategy and public hearing date to the January 16, 2024 meeting. The intent is to meet the requirements of HB 1251 that went into law July of 2023: a minimum of 90-days’ notice is required for a Public Hearing.</p> <p>As detailed at the January 16, 2024 City Council meeting, the following actions have been taken to provide the required notice in preparation for the Public Hearings on May 6 and May 20, 2024:</p> <ul style="list-style-type: none"> • The Notice of Public Hearing was mailed in February by a third-party vendor to all 5,941 utility account holders. • The notice was placed in the Legals section of the Lynden Tribune. • A copy of the notice was mailed to the Department of Health, Office of Drinking Water. • A copy of the notice was sent to the standard media sources used by the City (radio, newspaper, and other electronic media, including the City webpage). • Notice was included in the comment box of the utility bills sent in February and March. • An advertisement was placed twice in the Lynden Tribune. <p>A reminder to those who wish to speak on this issue: In person comments are limited to three (3) minutes per person, and no one may assign their time to another speaker.</p>	
Recommended Action:	That City Council hold a Public Hearing on the question of whether the City should consider discontinuation of fluoridization of the City’s municipal water supply.	