

CITY OF LYNDEN

CITY COUNCIL



City Council - Regular Meeting
Annex - 205 Fourth Street
May 6, 2024

Call to Order
Pledge of Allegiance
Roll Call
Oath of Office

Summary Reports and Presentations

Approval of Minutes

1. Draft City Council Minutes - April 15, 2024

Citizen Comment

Consent Agenda

2. Approval of Payroll and Claims
3. Award Bid for Lynden High School Parking Lot
4. ORD-24-1686 Line of Credit People's Bank
5. Award Bid for 1st Street Overlay
6. Professional Services Agreement with Reichhardt & Ebe Engineering, Inc.
7. MOU-Schoolyard Park Project
8. Set the Public Hearing to Consider a Resolution of Intent to Annex the city's SW Urban Growth Area (Annex App 24-01)

Unfinished Business

New Business

9. Jansen Art Center Special Event Application-Street Closure- July 27, 2024
10. Downtown Wayfinding Sign Proposal

Public Hearing

11. Public Hearing On the Question of Whether the City should Consider Discontinuing Fluoridization of the City's Municipal Water Supply

Reports

12. Draft Public Works Committee Meeting Minutes – April 3, 2024
13. Draft Community Development Committee Mtg Minutes of April 17, 2024

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 6, 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



April 15, 2024

1. CALL TO ORDER

Mayor Korthuis called to order the April 15, 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, and Kyle Strengholt.

Members absent: Councilor Wohlrab absent with notice.

Staff present: Interim Finance Director Christy Fowler, Fire Chief Mark Billmire, Parks Director Brent DeRuyter, Police Chief Steve Taylor, Public Works Director Jon Hutchings, City Clerk Pam Brown, City Administrator John Williams, and City Attorney Luke Phifer.

SUMMARY REPORTS AND PRESENTATIONS

Satpal Sidhu Whatcom County Executive and Tyler Schroeder Whatcom County Deputy Executive presented council with information concerning The Justice Project, which addresses shared funding commitments to support public safety, incarceration reduction, and plans for building a local jail. A copy of that presentation has been included in the official council file.

APPROVAL OF MINUTES

Councilor Strengholt moved, and Councilor Vis seconded, to approve the April 1, 2024 regular council minutes. Motion approved on 6-0 vote.

CITIZEN COMMENT

Cynthia Ripke-Kutsagoitz, Guide Meridian, Lynden

- Miscellaneous thoughts and opinions on building a jail, mental health services, and a meeting she attended on Saturday with state representatives.

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	\$458,989.27
Check Liability	\$0.00
Total Non-L&I Liabilities	\$458,989.27
Quarterly Liabilities	\$28,370.13
Total EFT & Other Liabilities	\$487,359.40

Approval of Claims – April 16, 2024

Manual Warrants No.	-	through	=		\$0.00
EFT Payment Pre-Pays					\$0.00
				Sub Total Pre-Pays	\$0.00
Voucher Warrants No.	29841	through	29950		\$934,061.70
EFT Payments					\$36,823.38
				Sub Total	\$970,885.08
	Total Accts. Payable				\$970,885.08

2025 Budget Calendar

As required by RCW, there are several budget preparation deadlines as the City moves forward in preparing its year 2025 Budget. These dates are for final review and approval of the full Council. Upon approval this calendar will be distributed as presentation dates to the satellite agencies, as well as to City departments. This calendar was reviewed earlier by the Finance Committee at their April 15th meeting and approved for review by the full Council.

Award Bid for Clarifier Recoat

The City solicited bids in late 2023 to recoat the second of two clarifiers at the Wastewater Treatment Plant. This is budgeted maintenance to extend the life of these Wastewater Treatment Plant components. The first of the two clarifiers was recoated by WCCL Systems in 2023. The following two bids were received:

BrandSafway: \$422,688.00 and WCCL Systems: \$266,560.00.

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

The Public Works Committee reviewed bids at their meeting on April 3, 2024, and recommended awarding the contract to WCCL Systems, the lowest responsive and responsible bidder.

Award Bid for Cedar Drive Reconstruction

Staff recently solicited bids for Cedar Drive Reconstruction. This project includes the reconstruction of the existing roadway, the construction of pedestrian ramps at Depot Rd and driveways, replacement of the existing sewer main and sewer services, and a new stormwater system.

Six (6) bids were received on April 4, 2024, as shown on the attached 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 DeKoster Excavating, the lowest responsive and responsible bidder, in the amount of \$1,369,247.58, which includes Washington State Sales Tax. The Engineer's Estimate was \$1,592,578.15.

Set Public Hearing to Amend LMC Title 5 and Title 9 Regarding Special Event Regulations- This item pulled from Consent Agenda.

Motion made by Councilor Vis, seconded by Councilor Bode to approve the Consent Agenda. Motion approved 6-0.

Set Public Hearing to Amend LMC Title 5 and Title 9 Regarding Special Event Regulations

The City Council will be asked to hear and consider a proposed amendment to the Lynden Municipal Code. The amendment would shift language regarding Parades and Special Events from the Criminal Code in Title 9 to Title 5 – Business Licenses and Regulation.

The amended language clarifies regulations, permit process, and approval authority for events that may have an impact on a neighborhood and/or on public services. The revised code now includes three tiers of events depending on the impact created by each event. The code will continue to regulate the activities associated with private "Dance Permits" but would categorize them as Tier 1 or Tier 2 Special Events depending on their characteristics. The revised code does not modify LMC 5.04 which prohibits dancing and the sale of intoxicating beverages at commercial establishments.

In association with the code revision staff have also been updating the application to ensure that proposals include all the necessary information such as insurance and site maps or

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



routes. The application will also include detailed instructions and resources for securing insurance for private events. The proposed amendment is legislative in nature and public comment will be accepted. The proposed public hearing date is May 20, 2024.

Motion made by Councilor Vis, seconded by Councilor Lenssen to set a public hearing date of June 3, 2024, to consider proposed updates to the city's regulations of Special Events by amending LMC Title 5 and 9. Motion approved 6-0.

3. PUBLIC HEARING – None.

4. UNFINISHED BUSINESS – None.

5. NEW BUSINESS

RES-24-1094, Authorizing the Release of Checks and Electronic Payments Prior to Council Approval

Whereas, RCW 42.24.180 authorizes the issuance of checks before approval of the City Council in order to expedite payment of claims; and the City of Lynden makes payments to vendors and employees by automated clearing house (ACH) or electronic funds transfers (EFTs), and given that the City has determined that adoption of a policy for the authorization and processing of ACH/electronic funds transfers for the City is in its best interest; the Finance Department has drafted Resolution RES-24-1094 to allow the City's Finance Director to approve checks for payment and disbursement prior to the Council taking action to approve said claims. The Finance Committee discussed such a process and possible resolution at its March 18, 2024 meeting and approved the new process for review by the full Council.

Motion made by Councilor Strengholt, seconded by Councilor Beld to approve Resolution RES-24-1094 and authorize the Mayor's signature. Motion approved 6-0.

Whatcom Community Foundation Donation Approval

The Parks Department is excited to be offered a significant donation to fund and construct a 30' by 50' timber frame pavilion and official entryway structure to Schoolyard Park located at 700 Edson Street. Whatcom Community Foundation has donations totaling \$675,000 and will disburse the funds as needed toward this privately funded and managed project. If approved by Council, the above project will begin in late summer or early fall once materials and labor have been delivered and organized by the project manager. Bob Libolt is the contact agent for the project and will oversee the project to completion; Cascade Joinery is the contractor. Harlan Kredit and Bob Libolt both addressed Council to speak in favor of the project. Councilor Vis reminded council that many of the park's projects were completed similarly to the Schoolyard Park through local donations and volunteers.

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Motion made by Councilor Vis, seconded by Councilor Laninga for Council to accept the donation and project outline from the Whatcom Community Foundation for future work at Schoolyard Park. Motion approved 6-0.

6. REPORTS

Nooksack Valley Disposal is holding the Lynden Spring Cleanup event on Saturday, April 20, from 9-12 pm. They will not charge additional for their disposal, which is basically at their cost, It is not free. Contact NVD for more information.

Gary Vis reported for the Chamber of Commerce:

- Administrative Professionals' Day is scheduled for the upcoming Wednesday at Steak House 9.
- Work is ongoing for Farmers' Day Parade and the Raspberry Festival.
- Assisting the new hotel with employment leads.

Councilor Strengholt reviewed the finance committee report.

- Christy Fowler is acting as interim finance director while the city is interviewing for the finance director position.

Councilor Bode updated council on the sewer plant tour that he attended last week. There will be another opportunity for other council members to take a tour.

7. EXECUTIVE SESSION

The Council did not hold an executive session.

8. ADJOURNMENT

April 15, 2024 regular session of the Lynden city council adjourned at 8:15 p.m.

Pamela D. Brown, City Clerk

Scott Korthuis, Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 6, 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



Meeting Date:	May 6, 2024	
Name of Agenda Item:	Award Bid for Lynden High School Parking Lot	
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:	1) Certified Bid Tabulation 2) Reichardt & Ebe Engineering Recommendation to Award	
Summary Statement:	<p>Staff recently 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.</p> <p>Five (5) bids were received on April 18, 2024, as shown on the attached Bid Tabulation prepared by Reichardt & Ebe.</p> <p>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.</p> <p>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.</p> <p>The Engineer's Estimate was \$305,542.81.</p>	
Recommended Action:	<p>That City Council award the contract for Lynden High School Parking Lot to Western Refinery Services in the amount of \$314,352.29, including Washington State Sales Tax, and authorize the Mayor to sign the contract.</p>	



April 18, 2024

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Mark Sandal
Programs Manager

Re: City of Lynden
Lynden High School Parking Lot

Recommendation to Award

Dear Mark Sandal,

We have reviewed all construction bid proposals for the above-referenced project. Western Refinery Services provided the lowest responsive bid at \$314,352.29 including tax.

We recommend that you award the contract to Western Refinery Services provided that the required project funds are available.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nathan Zylstra'.

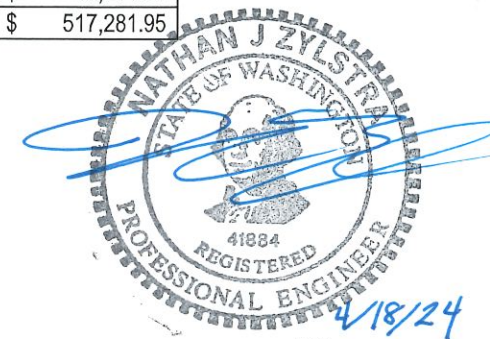
Nathan Zylstra, P.E.
Reichhardt & Ebe Engineering, Inc.

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

Called By:	City of Lynden	Bidder's Name Address	Engineer's Estimate	1	2	3	4	5	Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
For:	LYNDEN HIGH SCHOOL PARKING LOT 300 4th Street Lynden, WA 98264 CERTIFIED TABULATION OF BIDS RECEIVED			Western Refinery Services 2380 Grandview Road Ferndale, WA 98248	Ritter Dirt & Asphalt PO Box 1006 Lynden, WA 98264	Colacurcio Brothers, Inc. 3287 H Street Road Blaine, WA 98230	Asphalt Northwest, LLC 6873 Guide Meridian Road Lynden, WA 98264	Huizenga Enterprises, LLC PO Box 31944 Bellingham, WA 98228		
By:	Nathan Zylstra, P.E.									
Date:	April 18, 2024									

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$9,000.00	\$ 9,000.00	\$5,000.00	\$ 5,000.00	\$30,451.95	\$ 30,451.95	\$15,890.39	\$8,897.18
2	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$111.00	\$ 111.00	\$1,500.00	\$ 1,500.00	\$360.50	\$ 360.50	\$654.30	\$518.02
3	Project Temporary Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$2,600.00	\$ 2,600.00	\$6,000.00	\$ 6,000.00	\$206.00	\$ 206.00	\$2,461.20	\$2,086.38
4	Clearing and Grubbing	1	LS	\$ 2,800.00	\$ 2,800.00	\$4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00	\$4,000.00	\$ 4,000.00	\$2,500.00	\$ 2,500.00	\$6,754.48	\$ 6,754.48	\$4,850.90	\$1,744.54
5	Removal of Structures and Obstructions	1	LS	\$ 8,400.00	\$ 8,400.00	\$8,500.00	\$ 8,500.00	\$ 2,000.00	\$ 2,000.00	\$5,000.00	\$ 5,000.00	\$4,000.00	\$ 4,000.00	\$30,675.05	\$ 30,675.05	\$10,035.01	\$10,532.82
6	Sawcut ACP	10,605	LF-IN	\$ 0.75	\$ 7,953.75	\$1.00	\$ 10,605.00	\$ 0.84	\$ 8,908.20	\$1.40	\$ 14,847.00	\$1.58	\$ 16,755.90	\$1.15	\$ 12,195.75	\$1.19	\$0.27
7	Roadway Excavation Incl. Haul	330	CY	\$ 25.00	\$ 8,250.00	\$25.00	\$ 8,250.00	\$ 7.00	\$ 2,310.00	\$33.00	\$ 10,890.00	\$20.00	\$ 6,600.00	\$72.20	\$ 23,826.00	\$31.44	\$22.06
8	Gravel Borrow Incl. Haul	800	TON	\$ 25.00	\$ 20,000.00	\$45.00	\$ 36,000.00	\$ 10.00	\$ 8,000.00	\$25.50	\$ 20,400.00	\$19.00	\$ 15,200.00	\$57.90	\$ 46,320.00	\$31.48	\$17.51
9	Crushed Surfacing Top Course	190	TON	\$ 50.00	\$ 9,500.00	\$80.00	\$ 15,200.00	\$ 14.00	\$ 2,660.00	\$50.00	\$ 9,500.00	\$42.00	\$ 7,980.00	\$100.84	\$ 19,159.60	\$57.37	\$30.24
10	Seal Coat	22,067	SY	\$ 2.25	\$ 49,650.75	\$2.30	\$ 50,754.10	\$ 3.96	\$ 87,385.32	\$4.00	\$ 88,268.00	\$4.00	\$ 88,268.00	\$2.38	\$ 52,519.46	\$3.33	\$0.81
11	Crack Sealing Bit Pvm-LF	20,000	LF	\$ 0.85	\$ 17,000.00	\$1.00	\$ 20,000.00	\$ 1.16	\$ 23,200.00	\$1.10	\$ 22,000.00	\$1.18	\$ 23,600.00	\$0.82	\$ 16,400.00	\$1.05	\$0.13
12	HMA Cl. 1/2" PG 58H-22	130	TON	\$ 140.00	\$ 18,200.00	\$166.00	\$ 21,580.00	\$ 205.00	\$ 26,650.00	\$137.00	\$ 17,810.00	\$195.00	\$ 25,350.00	\$318.44	\$ 41,397.20	\$204.29	\$61.82
13	HMA for Pavment Repair Cl. 1/2" PG 58H-22	175	TON	\$ 140.00	\$ 24,500.00	\$166.00	\$ 29,050.00	\$ 205.00	\$ 35,875.00	\$170.00	\$ 29,750.00	\$205.00	\$ 35,875.00	\$358.15	\$ 62,676.25	\$220.83	\$70.64
14	Pavement Repair Excavation Incl. Haul	970	SY	\$ 5.50	\$ 5,335.00	\$8.50	\$ 8,245.00	\$ 7.00	\$ 6,790.00	\$5.65	\$ 5,480.50	\$36.71	\$ 35,608.70	\$70.63	\$ 68,511.10	\$25.70	\$25.25
15	Wheel Stop	20	EA	\$ 25.00	\$ 500.00	\$100.00	\$ 2,000.00	\$ 93.50	\$ 1,870.00	\$106.00	\$ 2,120.00	\$110.00	\$ 2,200.00	\$124.63	\$ 2,492.60	\$106.83	\$10.51
16	Erosion Control and Water Pollution Prevention	1	LS	\$ 500.00	\$ 500.00	\$650.00	\$ 650.00	\$ 500.00	\$ 500.00	\$600.00	\$ 600.00	\$3,000.00	\$ 3,000.00	\$360.50	\$ 360.50	\$1,022.10	\$993.88
17	High Visibility Fence	415	LF	\$ 5.00	\$ 2,075.00	\$6.00	\$ 2,490.00	\$ 1.20	\$ 498.00	\$4.50	\$ 1,867.50	\$6.00	\$ 2,490.00	\$6.58	\$ 2,730.70	\$4.86	\$1.95
18	Topsoil Type A	670	SY	\$ 15.00	\$ 10,050.00	\$15.00	\$ 10,050.00	\$ 14.84	\$ 9,942.80	\$14.00	\$ 9,380.00	\$13.90	\$ 9,313.00	\$15.12	\$ 10,130.40	\$14.57	\$0.52
19	Sod Installation	470	SY	\$ 15.00	\$ 7,050.00	\$15.00	\$ 7,050.00	\$ 10.07	\$ 4,732.90	\$17.00	\$ 7,990.00	\$13.90	\$ 6,533.00	\$15.34	\$ 7,209.80	\$14.26	\$2.32
20	Extruded Curb	423	LF	\$ 35.00	\$ 14,805.00	\$10.00	\$ 4,230.00	\$ 15.40	\$ 6,514.20	\$15.40	\$ 6,514.20	\$15.50	\$ 6,556.50	\$20.72	\$ 8,764.56	\$15.40	\$3.39
21	Wire Rope Fence	320	LF	\$ 15.00	\$ 4,800.00	\$5.00	\$ 1,600.00	\$ 36.27	\$ 11,606.40	\$13.00	\$ 4,160.00	\$20.00	\$ 6,400.00	\$20.28	\$ 6,489.60	\$18.91	\$10.32
22	Remove and Reinstall Light Pole	1	EST	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$0.00
23	Permanent Signing	1	LS	\$ 900.00	\$ 900.00	\$7,000.00	\$ 7,000.00	\$ 550.00	\$ 550.00	\$4,800.00	\$ 4,800.00	\$1,500.00	\$ 1,500.00	\$2,257.76	\$ 2,257.76	\$3,221.55	\$2,357.88
24	Paint Line	14,170	LF	\$ 1.00	\$ 14,170.00	\$0.65	\$ 9,210.50	\$ 1.12	\$ 15,870.40	\$1.10	\$ 15,587.00	\$1.10	\$ 15,587.00	\$0.61	\$ 8,643.70	\$0.92	\$0.23
25	Painted Crosswalk Line	370	SF	\$ 7.50	\$ 2,775.00	\$2.00	\$ 740.00	\$ 3.30	\$ 1,221.00	\$3.30	\$ 1,221.00	\$3.30	\$ 1,221.00	\$1.76	\$ 651.20	\$2.73	\$0.70
26	Painted Traffic Arrow	67	EA	\$ 100.00	\$ 6,700.00	\$15.00	\$ 1,005.00	\$ 76.75	\$ 5,142.25	\$77.00	\$ 5,159.00	\$80.00	\$ 5,360.00	\$18.02	\$ 1,207.34	\$53.35	\$30.12
27	Painted Access Parking Space Symbol	14	EA	\$ 125.00	\$ 1,750.00	\$15.00	\$ 210.00	\$ 57.50	\$ 805.00	\$55.00	\$ 770.00	\$55.00	\$ 770.00	\$15.14	\$ 211.96	\$39.53	\$19.99
28	Painted Yellow Speed Bump	19	EA	\$ 125.00	\$ 2,375.00	\$100.00	\$ 1,900.00	\$ 132.00	\$ 2,508.00	\$132.00	\$ 2,508.00	\$135.00	\$ 2,565.00	\$111.78	\$ 2,123.82	\$122.16	\$13.84
29	Painted STAFF Lettering	111	EA	\$ 25.00	\$ 2,775.00	\$7.00	\$ 777.00	\$ 16.50	\$ 1,831.50	\$16.50	\$ 1,831.50	\$16.00	\$ 1,776.00	\$30.12	\$ 3,343.32	\$17.22	\$7.39
30	Repair Existing Public and Private Facilities	1	EST	\$ 1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$0.00
	Sub-Total				\$ 280,314.50		\$ 288,396.60		\$ 299,870.97		\$ 310,664.70		\$ 346,009.10		\$ 474,570.60		
	Sales Tax		9.00%		\$ 25,228.31		\$ 25,955.69		\$ 26,988.39		\$ 27,959.82		\$ 31,140.82		\$ 42,711.35		
	Total				\$ 305,542.81		\$ 314,352.29		\$ 326,859.36		\$ 338,624.52		\$ 377,149.92		\$ 517,281.95		

Math Error / Omission



CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 6, 2024	
Name of Agenda Item:	ORD 24-1686 Line of Credit People’s Bank	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
Legal Review:	<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	Ord 24-1686 Line of Credit People’s Bank	
Summary Statement:	<p>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%</p> <p>The City’s Bond Counsel and Finance Director have reviewed this proposal of a vendor change.</p>	
Recommended Action:	Approve Ordinance No. ORD-24-1686 and authorize the Mayor’s signature.	

CITY OF LYNDEN, WASHINGTON

LIMITED TAX GENERAL OBLIGATION BOND, 2023

ORDINANCE NO. 24-1686

AN ORDINANCE OF THE CITY OF LYNDEN, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF SHORT TERM NOTES OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENTS TO CITY PROPERTY AND FACILITIES; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF SAID NOTES; PROVIDING THE METHOD OF REPAYMENT OR REFINANCING FOR THE NOTES AT MATURITY; AND APPROVING THE SALE OF SUCH NOTES.

APPROVED ON MAY 6, 2024

PREPARED BY:

K&L GATES LLP

CITY OF LYNDEN, WASHINGTON
ORDINANCE NO. 24-1686

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* This Table of Contents and the cover page are not a part of this ordinance; they are included for convenience of the reader only.

ORDINANCE NO. 24-1686

AN ORDINANCE OF THE CITY OF LYNDEN, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF SHORT TERM NOTES OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENTS TO CITY PROPERTY AND FACILITIES; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF SAID NOTES; PROVIDING THE METHOD OF REPAYMENT OR REFINANCING FOR THE NOTES AT MATURITY; AND APPROVING THE SALE OF SUCH NOTES.

WHEREAS, the City Council of the City of Lynden, Washington (the “City”) deems it necessary and in the best interest of the citizens of the City to finance various capital improvements to City property and facilities (hereinafter defined as the “Projects”); and

WHEREAS, the City has received and expects to receive in the future additional commitments for grant funding as well as Public Works trust fund loans and other revolving fund loans from state agencies from time to time in order to assist in funding Projects; and

WHEREAS, the City is authorized by RCW Ch. 35.92 to issue obligations payable from the revenues of its water/sewer utility; and

WHEREAS, the City is authorized to issue general obligation bonds, pursuant to authority granted under Title 35, RCW ch 39.36 and ch. 39.46; and

WHEREAS, the City is authorized by RCW Ch. 39.50 to issue short term obligations in anticipation of the issuance of long term revenue and general obligations and the receipt of grants and other public sector loans; and

WHEREAS, Peoples Bank (the “Bank”) has offered to purchase the Notes authorized herein under the terms and conditions set forth in their term sheet dated March 4, 2024 and this ordinance and this City Council wishes to accept the offer of the Bank

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNDEN, WASHINGTON, DOES ORDAIN, as follows:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings:

Bank means Peoples Bank, Lynden, Washington.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

City means the City of Lynden, Washington, a political subdivision duly organized and existing under and by virtue of the laws of the State of Washington.

Closing Date means the date of initial issuance and delivery of the Notes to the Bank.

Council means the City Council, as the general legislative body of the City.

Draw or **Draws** means incremental draws on the Notes as requested by the City.

Interest Rate means, with respect to outstanding Draws under each Note, a fixed rate of 5.75% for the date commencing with the Closing Date until the first anniversary of the Closing Date and thereafter for the second consecutive year equal to the 1-year Federal Home Loan Bank Rate plus a margin of 0.25% as of the first anniversary date and thereafter as of the second and third year anniversary date a rate of the 1-year Federal Home Loan Bank Rate plus a margin of 0.25% in each case with a floor of 4.50% and a ceiling of 7.50%; provided, further, in the event that the interest on a Note is no longer exempt from regular federal income taxation, the Interest Rate on that Note shall be increased by 2.0%, effective as of the date of loss of tax-exempt status..

Loan Draw Record means the administrative records kept by the Bank to record the date and dollar amounts of the draws on the Notes and the loan repayments made by the City.

LGO Bonds means the limited tax general obligation bonds authorized to be issued by the City in Section 2 of this ordinance.

LGO Capacity means the remaining aggregate dollar amount of general obligation bond debt capacity of the City (authority to incur debt without a vote of the electors). Prior to making a first draw on Note-2024B, the will calculate and inform the Bank of its LGO Capacity determined to be legally available and pledged to the repayment of the Note-2024B. The Treasurer may deliver a written notice to the Bank of a change in the LGO Capacity; and the Bank is entitled to rely upon the City’s representation as the City’s LGO Capacity until otherwise advised in writing of a change therein.

Maturity Date means the date that is three years from the Closing Date.

Note-2024A means the City of Lynden, Washington, Revenue Bond Anticipation Note, 2024A (Revolving), issued pursuant to this ordinance.

Note-2024B means the City of Lynden, Washington, Limited General Obligation Bond and Grant Anticipation Note, 2024B (Revolving), issued pursuant to this ordinance.

Note Fund-2024A means the City of Lynden Note Redemption Fund, A (Utility Based), created in the office of the Treasurer of the City pursuant to Section 8 of this ordinance.

Note Fund-2024B means the City of Lynden Note Redemption Fund, B (LTGO Based), created in the office of the Treasurer of the City pursuant to Section 8 of this ordinance.

Note Register means the books or records maintained by the Note Registrar containing the name and mailing address of the owner of the Notes or nominee of such owner and the principal amount outstanding.

Note Registrar means the Treasurer.

Notes means the Note-2024A and the Note-2024B.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

Revenue Bonds means bonds issued by the City that are payable solely from the net revenues of the City's water/sewer utility.

Rule means the SEC's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SEC means the United States Securities and Exchange Commission.

State Loans and Grants means the loans from State agencies and grants from State agencies that may support, as provided in accordance with the terms thereof to support utility projects (revenue based) and general government projects (general obligation based).

Treasurer means the Treasurer of the City, or any successor to the functions of such Treasurer.

Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Projects and the Bonds.

(a) *Improvements.* The City is and will continue to be making capital improvements to various City properties and facilities (the “Projects”). The Projects are being undertaken in conformance with the City’s comprehensive plans. Projects ultimately will be funded from State Loans and Grants, LGO Bonds or Revenue Bonds.

(b) *Revenue Bonds.* For the purpose of providing permanent financing for a portion of the Projects, the City may issue long term bonds payable solely from the net revenue of the City’s water/sewer utility (“Revenue Bonds”). Revenue Bonds may also include loans from State agencies if those loans are payable solely from the net revenues of the City’s water/sewer utility. Revenue Bonds will be issued in amounts and at times as shall be required to pay, and redeem, together with other legally available funds, the Note-2024A. The final terms and conditions of issuance of the Revenue Bonds shall be as set forth by ordinance of the Council.

(c) *LGO Bonds.* For the purpose of providing permanent financing for a portion of the Projects, the City may receive Grants and Loans also may issue and deliver its limited tax general obligation bonds or other evidences of general obligation indebtedness (the “LGO Bonds”) in amounts and at times as shall be required to pay, and redeem,

together with other legally available funds, the Note-2024B. The final terms and conditions of issuance of the LGO Bonds shall be as set forth by ordinance of the Council.

Section 3. Authorization of Notes and Note Details.

(a) *Authorization of Note-2024A.* In order to provide short term funding for Projects pending the issuance of Revenue Bonds, the City hereby authorizes the issuance and sale of a revenue bond and grant anticipation note in the aggregate principal amount of not to exceed \$3,000,000 (the "Note-2024A"); subject, however, to the further limitation that the aggregate principal amount outstanding of the Note-2024A and the Note-2024B (hereinafter authorized) may not at any time exceed the sum of \$3,000,000.

(b) *Authorization of Note-2024B.* In order to provide short term funding for Projects pending the issuance and delivery of LGO Bonds, the City hereby authorizes the issuance and sale of a limited general obligation bond and grant anticipation note in the aggregate principal amount of not to exceed \$3,000,000 (the "Note-2024B"); subject, however, to the further limitation that the Note-2024A and the Note 2024-B may not at any time exceed the sum of \$3,000,000.

(c) *Terms of the Note-2024A.* The Note-2024A shall be designated as the "City of Lynden, Washington Revenue Bond Anticipation Note, 2024A (Revolving)," shall be dated as of the Closing Date, shall be issued as a single instrument, fully registered as to both principal and interest, shall be in the denomination of not to exceed \$3,000,000; subject, however, to the further limitation that the aggregate principal amount outstanding of the Note-2024A and the Note-2024B (hereinafter authorized) may not at any time exceed the sum of \$3,000,000, shall be numbered N-1A and shall bear interest on outstanding principal at the Interest Rate (computed on the basis of a 365/366-day year for actual number of days elapsed). The outstanding principal balance and all unpaid and accrued interest shall be payable in full on the Maturity Date.

(d) *Terms of the Note-2024B.* The Note-2024B shall be designated as the "City of Lynden, Washington Limited General Obligation Bond and Grant Anticipation Note, 2024B (Revolving)," shall be dated as of the Closing Date, shall be issued as a single instrument, fully registered as to both principal and interest, shall be in the denomination of not to exceed \$3,000,000; subject, however, to the further limitations that the aggregate principal amount outstanding of the Note-2024A and the Note-2024B may not at any time exceed the sum of \$3,000,000 and that the aggregate principal amount outstanding of the Note-2024B may not exceed LGO Capacity as of the date of any Draw made thereunder, shall be numbered N-1B and shall bear interest on outstanding principal at the Interest Rate (computed on the basis of a 365/366-day year for actual number of days elapsed). The outstanding principal balance and all unpaid and accrued interest shall be payable in full on the Maturity Date.

(e) *Draws.* The Notes are intended to be revolving obligations; however, the principal amount outstanding under the Notes may never exceed \$3,000,000, and, provided, further, the aggregate principal amount of any Draw made under the Note-

2024B (together with all other principal amounts then outstanding under the Note-2024B) may never exceed LGO Capacity as of the date of each Draw. The available principal of the Notes shall be disbursed as borrowings and re-borrowings from time to time by the Bank upon request from the City (each such disbursement herein referred to as a “Draw”). Draws shall be recorded on the Loan Draw Record attached to the respective Note, or in such other form as the City and the Bank may agree. Interest on each Draw shall accrue from the date of that Draw and shall be computed on the basis as described above on the principal amount of the Draw outstanding for the actual number of days the principal amount of the Draw is outstanding. The City hereby covenants that it will never request a Draw under the Note-2024B if the amount of that Draw, together with the principal balance then outstanding would exceed LGO Capacity. The City will confirm its LGO Capacity prior to its first LGO drawing on Note-2024B, and the Bank may rely upon that representation until the City delivers written notice of a change in LGO Capacity.

The proceeds of any Draw shall be deposited into a fund as designated by the Treasurer and shall be expended solely to pay the costs of the Projects, and the costs of issuing and selling the Notes, as authorized herein.

(d) *Prepayment of the Notes.* The Notes may be prepaid by the City at its option at any time in whole or in part, without penalty.

Section 4. Registration.

(a) *Appointment of Note Registrar.* The City hereby appoints the Treasurer to act as Note Registrar. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Notes in accordance with the provisions of the Notes and this ordinance and to carry out the Note Registrar’s powers and duties under this ordinance.

(b) *Note Register.* The Notes shall be in registered form as to both principal and interest.

(c) *Registered Ownership.* The City may deem and treat the Bank as the absolute owner thereof for all purposes, and the City shall not be affected by any notice to the contrary. Payment of the Notes shall be made only as described in Sections 3 and 8 hereof. All such payments made as described in Sections 3 and 8 shall be valid and shall satisfy and discharge the liability of the City upon such Notes to the extent of the amount or amounts so paid. The Notes are not transferable.

Section 5. Form of Notes.

(a) *Form of Note-2024A.* The Note-2024A shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. N-1A

\$3,000,000
(or as much thereof as is shown on the attached Loan Draw Record)

STATE OF WASHINGTON

CITY OF LYNDEN

REVENUE BOND ANTICIPATION NOTE, 2024A (REVOLVING)

Registered Owner: Peoples Bank
P.O. Box 233
Lynden, WA 98264

Interest Rate: As described below

Maturity Date: _____, 2027

EIN Number: 91-600125

Principal Amount: THREE MILLION AND NO/100 DOLLARS (or as much thereof as is shown on the attached Loan Draw Record)

The City of Lynden, Washington, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (herein called the "City") hereby acknowledges itself to owe and for value received, but solely from the sources hereinafter identified, promises to pay to the Registered Owner identified above, or registered assigns, an amount equal to the total outstanding incremental draws (the "Draws") made in accordance with this note and Ordinance No. 24-1686 of the City, as the same may be amended in accordance with its terms (the "Note Ordinance"). Capitalized terms used in this note shall have the meanings given such terms in the Note Ordinance.

Draws made upon this note shall bear interest at a fixed interest equal to 5.75% for the date commencing with the date of this note until the first anniversary of that date and thereafter for the second consecutive year equal to the 1-year Federal Home Loan Bank Rate plus a margin of 0.25% as of the first anniversary date and thereafter as of the second and third year anniversary date a rate of the 1-year Federal Home Loan Bank Rate plus a margin of 0.25% in each case with a floor of 4.50% and a ceiling of 7.50%; provided, further, in the event that the interest on this note is no longer exempt from regular federal income taxation, the Interest Rate on this note shall be increased by 2.0%, effective as of the date of loss of tax-exempt status. (the "Interest Rate"). Interest shall

be computed on the basis of a 365/366-day year for actual number of days elapsed) and shall accrue from the date of each Draw on the principal amount of such Draw outstanding for the actual number of days the principal amount of such Draw is outstanding. All outstanding and unpaid principal and interest due at the maturity of this note on the Maturity Date.

The City may make Draws upon this note at any time pursuant to the Note Ordinance. Draws shall be recorded on the Loan Draw Record attached to this note, or in such other form as the City and the Bank may agree. This is a revolving note, and the City may borrow and re-borrow from time hereunder; provided that the aggregate principal amount outstanding may not exceed \$3,000,000 at any time subject, however, to the further limitation that the aggregate principal amount outstanding of this note and the Note-2024B (hereinafter defined) may not at any time exceed the sum of \$3,000,000. Simultaneously herewith, the City is issuing its Limited General Obligation Bond and Grant Anticipation Note, 2024B (Revolving), pursuant to the Note Ordinance, subject to the limitations described herein and therein.

Both principal of and interest on this note are payable in lawful money of the United States of America. The final payment of principal and interest shall be paid only upon presentation and surrender of this note to the Treasurer of the City, as "Note Registrar".

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Note Registrar.

This note is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and ordinances of the City, including the Note Ordinance. This note is issued pursuant to the Note Ordinance for the purpose of providing the financing for certain capital improvements to property and facilities within the City.

This note is a special obligation of the City and is payable solely from a special fund of the City, designated as the City of Lynden Note Redemption Fund, A (Utility Based) (the "Note Fund"), into which the City has pledged to deposit proceeds of the Revenue Bonds in amounts sufficient to pay the principal of and interest on this note when due.

THIS NOTE IS NOT TRANSFERABLE.

This note is not a "private activity bond" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). This note is a "qualified tax-exempt obligation" under Section 265(b) of the Code for investment by financial institutions.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this note have happened, been done and

performed and that the issuance of this note does not violate any constitutional, statutory or other limitation upon the amount of indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Lynden, Washington has caused this note to be signed with the manual or facsimile signature of the Mayor, to be attested by the manual or facsimile signature of the City Clerk, all as of this ____ day of _____, 2024.

CITY OF LYNDEN, WASHINGTON

By /s/ facsimile or manual
Mayor

ATTEST:

By /s/ facsimile or manual
City Clerk

The Note Registrar's Certificate of Authentication on the Note-2024A shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2024

This note is described in the within-mentioned Ordinance and is the Revenue Bond Anticipation Note, 2024A (Revolving) of the City of Lynden, Washington, dated _____, 2024.

TREASURER OF THE CITY OF
LYNDEN, as Note Registrar

By _____
Authorized Signer

The Loan Draw Record shall be substantially in the following form:

CITY OF LYNDEN, WASHINGTON
REVENUE BOND ANTICIPATION NOTE, 2024A (REVOLVING)

LOAN DRAW RECORD

	Date	Amount	Total
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
[Draw][Repayment]			
Repayment			

(b) *Form of Note-2024B.* The Note-2024B shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. N-1B

\$3,000,000
(or as much thereof as is shown on the attached Loan Draw Record)

STATE OF WASHINGTON

CITY OF LYNDEN
LIMITED GENERAL OBLIGATION BOND AND GRANT ANTICIPATION NOTE, 2024B
(REVOLVING)

Registered Owner: Peoples Bank
P.O. Box 233
Lynden, WA 98264

Interest Rate: As described below

Maturity Date: _____, 2027

EIN Number: 91-600125

Principal Amount: THREE MILLION AND NO/100 DOLLARS (or as much thereof as is shown on the attached Loan Draw Record)

The City of Lynden, Washington, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (herein called the "City") hereby acknowledges itself to owe and for value received, promises to pay to the Registered Owner identified above, or registered assigns, an amount equal to the total outstanding incremental draws (the "Draws") made in accordance with this note and Ordinance No. 24-1686 of the City, as the same may be amended in accordance with its terms (the "Note Ordinance"). Capitalized terms used in this note shall have the meanings given such terms in the Note Ordinance.

Draws made upon this note shall bear interest at a fixed interest equal to 5.75% for the date commencing with the date of this note until the first anniversary of that date and thereafter for the second consecutive year equal to the 1-year Federal Home Loan Bank Rate plus a margin of 0.25% as of the first anniversary date and thereafter as of the second and third year anniversary date a rate of the 1-year Federal Home Loan Bank Rate plus a margin of 0.25% in each case with a floor of 4.50% and a ceiling of 7.50%; provided, further, in the event that the interest on this note is no longer exempt from regular federal income taxation, the Interest Rate on this note shall be increased by 2.0%, effective as of the date of loss of tax-exempt status. (the "Interest Rate"). Interest shall be computed on the basis of a 365/366-day year for actual number of days elapsed) and shall accrue from the date of each Draw on the principal amount of such Draw outstanding for the actual number of days the principal amount of such Draw is outstanding. All outstanding and unpaid principal and interest due at the maturity of this note on the Maturity Date.

The City may make Draws upon this note at any time pursuant to the Note Ordinance. Draws shall be recorded on the Loan Draw Record attached to this note, or in such other form as the City and the Bank may agree. This is a revolving note, and the City may borrow and re-borrow from time hereunder; provided that the aggregate principal amount outstanding may not exceed \$3,000,000 at any time subject, however, to the further limitation that the aggregate principal amount outstanding of this note and the Note-2024A (hereinafter defined) may not at any time exceed the sum of \$5,000,000. In addition, no Draw may be made under this note if, as of the date of the draw, the aggregate principal amount outstanding under this note would exceed LGO Capacity. Simultaneously herewith, the City is issuing its Revenue Bond Anticipation Note, 2024A (Revolving), pursuant to the Note Ordinance, subject to the limitations described herein and therein.

Both principal of and interest on this note are payable in lawful money of the United States of America. The final payment of principal and interest shall be paid only upon presentation and surrender of this note to the Treasurer of the City, as "Note Registrar".

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Note Registrar.

This note is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and ordinances of the City, including the Note Ordinance. This note is issued pursuant to the Note Ordinance for the purpose of providing the financing for certain capital improvements to property and facilities within the City.

This note is a general obligation of the City and is payable from a fund or account of the City, designated as the City of Lynden Note Redemption Fund, B (LTGO Based). The City has pledged and is obligated to deposit amounts, from the proceeds of LGO Bonds or other sources, amounts sufficient to pay and redeem this note upon maturity. The full faith, credit and resources of the City are pledged to pay this note, and tax levies within and as a part of the tax levy permitted to the City without a vote of its electors.

THIS NOTE IS NOT TRANSFERABLE.

This note is not a "private activity bond" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). This note is a "qualified tax-exempt obligation" under Section 265(b) of the Code for investment by financial institutions.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this note have happened, been done and performed and that the issuance of this note does not violate any constitutional, statutory or other limitation upon the amount of indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Lynden, Washington has caused this note to be signed with the manual or facsimile signature of the Mayor, to be attested by the manual or facsimile signature of the City Clerk, all as of this ___ day of _____, 2024.

CITY OF LYNDEN, WASHINGTON

By _____
/s/ facsimile or manual
Mayor

ATTEST:

By /s/ facsimile or manual
City Clerk

The Note Registrar’s Certificate of Authentication on the Note-2024B shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2024

This note is described in the within-mentioned Ordinance and is the General Obligation Bond and Grant Anticipation Note, 2024B (Revolving) of the City of Lynden, Washington, dated _____, 2024.

TREASURER OF THE CITY OF
LYNDEN, as Note Registrar

By _____
Authorized Signer

The Loan Draw Record shall be substantially in the following form:

CITY OF LYNDEN, WASHINGTON
LIMITED GENERAL OBLIGATION BOND AND GRANT ANTICIPATION NOTE, 2024B
(REVOLVING)

LOAN DRAW RECORD

	Date	Amount	Total
<u>[Draw][Repayment]</u>	_____	_____	_____
<u>[Draw][Repayment]</u>	_____	_____	_____
<u>[Draw][Repayment]</u>	_____	_____	_____
<u>[Draw][Repayment]</u>	_____	_____	_____
<u>[Draw][Repayment]</u>	_____	_____	_____
Repayment	_____	_____	_____

Section 6. Execution of Notes. The Notes shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk. The Notes shall not be valid for any purpose until the Certificate of Authentication on the Notes shall have been signed by the Note Registrar.

Section 7. Tax Covenants. The City hereby covenants that it will not make any use of the proceeds of the sale of the Notes or any other funds of the City which may be deemed to be proceeds of such Notes pursuant to Section 148 of the Code which will cause the Notes to be “arbitrage bonds” within the meaning of said section. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Notes) and the applicable Regulations thereunder throughout the term of the Notes.

Initially, in 2024 and thereafter, unless otherwise notice is provided to the Bank by the City, the Notes shall be deemed designated as “qualifying tax-exempt obligations” pursuant to Section 265(b) of the Code for investment by financial institutions. The City does not anticipate that it will issue more than \$10,000,000 in tax exempt obligations during 2024 nor in any year thereafter, unless the City otherwise notifies the Bank.

The City covenants that for as long as the Notes are outstanding, it will not permit:

(1) More than 10% of the net proceeds of the Notes to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Notes in a year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than five percent of the net proceeds of the Notes are to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Notes in a year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly:

(A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or

(B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the projects described in subsection (3) hereof or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the Project, and (ii) any Private

Person Use will not exceed the amount of net proceeds of the Notes used for the state or local governmental use portion of such projects to which the Private Person Use of such portion of the project relates. The City further covenants that it will comply with any limitations on the use of the projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Notes. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Notes.

Section 8. Note Funds.

(a) *Note Fund – 2024A.* A special fund of the City known as the “City of Lynden Note Redemption Fund, A (Utility Based)” (the “Note Fund-2024A”) is hereby authorized to be created in the office of the Treasurer. The Note Fund-2024A shall be drawn upon for the sole purpose of paying the principal of and interest the Note-2024A.

The City hereby covenants with the Bank that it will deposit in the Note Fund-2024A proceeds of the Revenue Bonds and state loans to the extent such loans are payable solely from the net revenue of the City’s water/sewer utility or a combination of the foregoing in amounts sufficient to pay when due the principal of and interest on the Note-2024A.

The Note-2024A shall be an obligation only of the Note Fund-2024A and is not a general obligation of the City.

(b) *Note Fund – 2024B.* A fund or account of the City known as the “City of Lynden Note Redemption Fund/Account, B (LTGO Based)” (the “Note Fund-2024B”) is hereby authorized to be created in the office of the Treasurer. The Note Fund-2024B shall be drawn upon for the sole purpose of paying the principal of and interest the Note-2024B.

The City hereby covenants with the Bank that it will deposit in the Note Fund-2024B proceeds of the LGO Bonds or funds from other sources in amounts sufficient to pay when due the principal of and interest on the Note-2024B. The full faith and credit of the City is hereby pledged to the repayment of Note-2024B, and the City shall levy taxes, if necessary, within and as a part of the tax levy permitted to the City without a vote of the electors to pay the principal of and interest on the Note-2024B.

Section 9. Sale of Notes; Additional Commitments. The Notes shall be sold to the Bank at a price of par in accordance with the terms of this ordinance. In accordance with the term sheet from the Bank, dated March 4, 2024, the City shall pay the Bank’s origination fee of \$2,500 on or prior to the Closing Date.

The City hereby further commitments to provide financial information regarding the City and its affairs as the Bank may from time to time reasonably request, including, but not limited to, annual financial statements/reports, audit reports and audited financial statements, as available.

The proper officials of the City are hereby authorized and directed to do all things necessary for the prompt execution and delivery of the Notes and the items required to be delivered to the Bank and for the proper use and application of the proceeds of sale thereof.

Section 10. Lost, Stolen or Destroyed Notes. In case either Note shall be lost, stolen or destroyed, the City may execute and the Note Registrar may deliver a new note of like date, series and tenor to the Bank and upon its filing with the Note Registrar evidence satisfactory to said Note Registrar that the Note was actually lost, stolen or destroyed, and upon furnishing the Note Registrar with indemnity satisfactory to the Note Registrar.

Section 11. Undertaking to Provide Information. The City is exempt from the ongoing disclosure requirements of the Rule by reason of the exemption set forth in subsection (d)(1) of that Rule with respect to the issuance of securities in authorized denominations of \$100,000 or more.

Section 12. Ordinance and Laws a Contract with the Bank. This ordinance is adopted under the authority of and in full compliance with the Constitution and laws of the State of Washington. In consideration of the loan made by the Bank, evidenced by the Bond, the provisions of this ordinance and of said laws shall constitute a contract with the Bank, and the obligations of the City and its Council under said laws and under this ordinance shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein and in the Bond set forth shall be for the equal benefit of the Bank and any permitted transferee or assignee.

Section 13. Ratification; General Authorization. The Mayor and Finance Director and other appropriate officers of the City are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 14. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Notes.

Section 15. Effective Date. This ordinance shall be in effect five days after its publication as provided by law.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, ____ IN FAVOR, ____ AGAINST, AND SIGNED BY THE MAYOR THIS 6th DAY OF MAY, 2024.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATE

I, the undersigned, City Clerk of the City of Lynden, Washington (the “City”) and keeper of the records of the City Council (the “City Council”), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. 24-1686 of the City Council (the “Ordinance”), duly passed at a regular meeting thereof held on the 6th day of May, 2024.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, 2024.

City Clerk

CITY OF LYNDEN

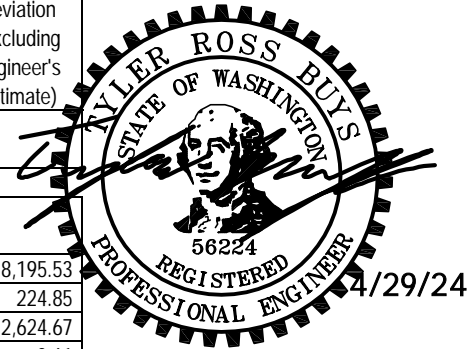
EXECUTIVE SUMMARY



Meeting Date:	May 6, 2024	
Name of Agenda Item:	Award Bid for 1 st Street Overlay	
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:		
1) Certified Bid Tabulation 2) Reichardt & Ebe Engineering Recommendation to Award		
Summary Statement:		
<p>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.</p> <p>Three (3) bids were received on April 25, 2024, as shown on the attached Bid Tabulation prepared by Reichardt & Ebe.</p> <p>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.</p> <p>The recommendation is to award the contract to Lakeside Industries, Inc., the lowest responsive and responsible bidder, in the amount of \$436,824.00.</p> <p>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.</p> <p>The Engineer’s Estimate was \$539,240.00.</p>		
Recommended Action:		
<p>That City Council award the contract for 1st Street Overlay to Lakeside Industries, Inc. in the amount of \$436,824.00, and authorize the Mayor to sign the contract after receiving TIB concurrence.</p>		

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

Called By:	City of Lynden	Bidder's Name Address	Engineer's Estimate	1	2	3	Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
For:	1ST STREET OVERLAY 300 4th Street Lynden, WA 98264			Lakeside Industries, Inc. 703 E Laurel Rd Bellingham, WA 98226	Colacurcio Brothers, Inc. 3287 H Street Road Blaine, WA 98230	Granite Construction Company 7017 Everson Goshen Road Everson, WA 98247		
By:	CERTIFIED TABULATION OF BIDS RECEIVED							
Date:	Tyler Buys, P.E. / Grace Melorango, E.I.T. April 25, 2024							



Schedule A - TIB Eligible													
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 27,000.00	\$ 27,000.00	\$ 43,000.00	\$ 43,000.00	\$ 45,500.00	\$ 45,500.00	\$ 38,500.00	\$ 8,195.53
2	SPCC Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 683.33	\$ 224.85
3	Project Temporary Traffic Control	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 41,000.00	\$ 41,000.00	\$ 46,000.00	\$ 46,000.00	\$ 40,000.00	\$ 40,000.00	\$ 42,333.33	\$ 2,624.67
4	Portable Changeable Message Sign	5,900	HR	\$ 1.50	\$ 8,850.00	\$ 1.75	\$ 10,325.00	\$ 1.00	\$ 5,900.00	\$ 0.25	\$ 1,475.00	\$ 1.00	\$ 0.61
5	Removal of Structures and Obstructions	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,666.67	\$ 4,189.94
6	Water	15	M GAL.	\$ 50.00	\$ 750.00	\$ 45.00	\$ 675.00	\$ 27.00	\$ 405.00	\$ 75.00	\$ 1,125.00	\$ 49.00	\$ 19.80
7	Crack Sealing Bit Pvmf-FA	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
8	HMA Cl. 1/2" PG 58H-22	1,020	TON	\$ 140.00	\$ 142,800.00	\$ 137.00	\$ 139,740.00	\$ 147.00	\$ 149,940.00	\$ 163.00	\$ 166,260.00	\$ 149.00	\$ 10.71
9	Planing Bituminous Pavement	8,750	SY	\$ 5.00	\$ 43,750.00	\$ 3.40	\$ 29,750.00	\$ 3.10	\$ 27,125.00	\$ 1.50	\$ 13,125.00	\$ 2.67	\$ 0.83
10	Adjustments to Finished Grade	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 21,000.00	\$ 21,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,666.67	\$ 2,494.44
11	Inlet Protection	20	EA	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 25.00	\$ 500.00	\$ 85.00	\$ 1,700.00	\$ 70.00	\$ 32.40
12	Erosion/Water Pollution Control	1	EST	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
13	Recessed Pavement Marker	0.38	HUN	\$ 25,000.00	\$ 9,500.00	\$ 23,500.00	\$ 8,930.00	\$ 21,000.00	\$ 7,980.00	\$ 21,000.00	\$ 7,980.00	\$ 21,833.33	\$ 1,178.51
14	Induction Loop Type 1	6	EA	\$ 3,000.00	\$ 18,000.00	\$ 3,200.00	\$ 19,200.00	\$ 3,000.00	\$ 18,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,066.67	\$ 94.28
15	Induction Loop Type 3A	7	EA	\$ 3,500.00	\$ 24,500.00	\$ 1,900.00	\$ 13,300.00	\$ 1,800.00	\$ 12,600.00	\$ 2,000.00	\$ 14,000.00	\$ 1,900.00	\$ 81.65
16	Paint Line	3,245	LF	\$ 1.00	\$ 3,245.00	\$ 1.60	\$ 5,192.00	\$ 1.40	\$ 4,543.00	\$ 1.00	\$ 3,245.00	\$ 1.33	\$ 0.25
17	Painted Wide Lane Line	465	LF	\$ 1.00	\$ 465.00	\$ 2.40	\$ 1,116.00	\$ 2.20	\$ 1,023.00	\$ 2.00	\$ 930.00	\$ 2.20	\$ 0.16
18	Plastic Stop Line	95	LF	\$ 20.00	\$ 1,900.00	\$ 24.00	\$ 2,280.00	\$ 21.00	\$ 1,995.00	\$ 21.00	\$ 1,995.00	\$ 22.00	\$ 1.41
19	Plastic Crosswalk Line	410	SF	\$ 15.00	\$ 6,150.00	\$ 16.50	\$ 6,765.00	\$ 15.00	\$ 6,150.00	\$ 15.00	\$ 6,150.00	\$ 15.50	\$ 0.71
20	Plastic Traffic Arrow	6	EA	\$ 300.00	\$ 1,800.00	\$ 370.00	\$ 2,220.00	\$ 325.00	\$ 1,950.00	\$ 350.00	\$ 2,100.00	\$ 348.33	\$ 18.41
21	Temporary Pavement Marking - Short Duration	3,710	LF	\$ 1.00	\$ 3,710.00	\$ 1.00	\$ 3,710.00	\$ 0.50	\$ 1,855.00	\$ 1.00	\$ 3,710.00	\$ 0.83	\$ 0.24
22	Temporary Misc Pavement Marking - Short Duration	6	EA	\$ 50.00	\$ 300.00	\$ 60.00	\$ 360.00	\$ 16.00	\$ 96.00	\$ 90.00	\$ 540.00	\$ 55.33	\$ 30.39
23	Temporary Stop Line - Short Duration	95	LF	\$ 4.00	\$ 380.00	\$ 5.00	\$ 475.00	\$ 1.00	\$ 95.00	\$ 10.00	\$ 950.00	\$ 5.33	\$ 3.68
24	Temporary Crosswalk Line - Short Duration	410	SF	\$ 2.00	\$ 820.00	\$ 1.60	\$ 656.00	\$ 2.00	\$ 820.00	\$ 3.00	\$ 1,230.00	\$ 2.20	\$ 0.59
25	Repair Existing Public and Private Facilities	1	EST	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -
Total Schedule A					\$ 469,420.00		\$ 386,744.00		\$ 385,977.00		\$ 395,515.00		

Schedule B - TIB Ineligible													
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
26	Sawcut PCC	385	LF-IN	\$ 2.00	\$ 770.00	\$ 2.00	\$ 770.00	\$ 2.00	\$ 770.00	\$ 1.00	\$ 385.00	\$ 1.67	\$ 0.47
27	HMA Fiber Reinforcement	1,020	TON	\$ 20.00	\$ 20,400.00	\$ 13.00	\$ 13,260.00	\$ 13.00	\$ 13,260.00	\$ 20.00	\$ 20,400.00	\$ 15.33	\$ 3.30
28	Landscape Restoration	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
29	Cement Conc. Traffic Curb and Gutter	73	LF	\$ 50.00	\$ 3,650.00	\$ 50.00	\$ 3,650.00	\$ 75.00	\$ 5,475.00	\$ 60.00	\$ 4,380.00	\$ 61.67	\$ 10.27
30	Cement Conc. Sidewalk	90	SY	\$ 200.00	\$ 18,000.00	\$ 90.00	\$ 8,100.00	\$ 110.00	\$ 9,900.00	\$ 100.00	\$ 9,000.00	\$ 100.00	\$ 8.16
31	Cement Conc. Curb Ramp Type Perpendicular A	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 2,700.00	\$ 5,400.00	\$ 2,400.00	\$ 4,800.00	\$ 1,750.00	\$ 3,500.00	\$ 2,283.33	\$ 396.51
32	Cement Conc. Curb Ramp Type Parallel A	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 408.25
33	Permanent Signing	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 1,600.00	\$ 1,600.00	\$ 4,000.00	\$ 4,000.00	\$ 2,166.67	\$ 1,327.49
34	Repair Existing Public and Private Facilities	1	EST	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
Total Schedule B					\$ 69,820.00		\$ 50,080.00		\$ 54,805.00		\$ 60,165.00		

Total Schedules A and B				\$ 539,240.00	\$ 436,824.00	\$ 440,782.00	\$ 455,680.00
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Math Error / Omission



April 29, 2024

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Mark Sandal
Programs Manager

Re: City of Lynden
1st Street Overlay

Recommendation to Award

Dear Mark,

We have reviewed all construction bid proposals for the above referenced project. Lakeside Industries, Inc. provided the lowest responsive bid for Schedules A and B at \$436,824.00. The bid was read as a total of \$436,824.00.

We recommend that you award the contract to Lakeside Industries, Inc. subject to the following:

1. Required project funds are available.

Sincerely,



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

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 6, 2024	
Name of Agenda Item:	Professional Services Agreement with Reichhardt & Ebe Engineering, Inc.	
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:		
1) Professional Services Agreement – Reichhardt & Ebe Engineering, Inc. – Bradley Rd. Safe Routes – Final Design		
Summary Statement:		
<p>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.</p> <p>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.</p> <p>This project design is funded with state funds administered through WSDOT Local Programs.</p> <p>Anticipated design schedule: Notice to Proceed – May 2024 Advertisement for Construction Bids – Spring/Summer 2025.</p> <p>Contract cost including design, subconsultants, and reimbursables is \$294,637.30.</p>		
Recommended Action:		
That City Council approves the Professional Services Agreement with Reichhardt & Ebe Engineering, Inc. for the Bradley Rd. Safe Routes – Final Design in the amount of \$294,637.30.		

CITY OF LYNDEN

PROFESSIONAL SERVICES AGREEMENT

Bradley Rd. Safe Routes – Final Design

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

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

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

3. TERMINATION.

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

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

4. COMPENSATION.

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

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

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

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

7. INDEPENDENT CONTRACTOR STATUS.

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

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

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

8. PROFESSIONAL STANDARDS.

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

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

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

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

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

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

11. INDEMNIFICATION.

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

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

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

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

12. INSURANCE.

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

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

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

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

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

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

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

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

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

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

13. OWNERSHIP AND USE OF DOCUMENTS.

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

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

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

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

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

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

16. EQUAL OPPORTUNITY.

16.1 The City is an equal opportunity employer.

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

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

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

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

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

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

and the address of the Consultant shall be as follows:

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

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

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

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

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

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

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

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

CONSULTANT:
Reichhardt & Ebe Engineering, Inc. City of Lynden

 4/25/24
Nathan Zylstra, Principal Date

Mayor Scott Korthuis Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

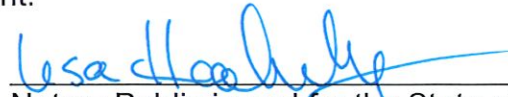
Dated: 04/25/24 
Notary Public in and for the State of Washington
Residing at LYNDEN, WA 98264.
My commission expires 07/26/2027.



EXHIBIT A
Bradely Rd. Safe Routes – Final Design
SCOPE OF WORK
DESIGN

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering, Inc. (R&E) shall provide professional services to the City of Lynden (City) for the preliminary design through final design including, permitting, and related documents for the reconstruction of Bradley Rd. from Vinup Rd. to Line Rd. The proposed design will connect to existing intersections at either end of the project. The design work will generally consist of roadway, stormwater, water main, and pedestrian design.

The project design is funded with state funds administered through WSDOT Local Programs. The project does not contain a federal nexus. R&E will proceed with the work immediately upon Notice to Proceed with the exception of no work under Work Item 4.0 shall proceed prior to written notice from the City which is pending approval of ROW funds.

Design Team

The Design Team consists of the following firms:

- Prime Consultant..... Reichhardt & Ebe Engineering, Inc.
- Survey..... Northwest Surveying and GPS
- Right-of-Way RES Group Northwest, LLC
- Geotechnical..... GeoEngineers, Inc.
- Cultural Resources..... Drayton Archaeological Research

Anticipated Design Schedule
Notice to Proceed – May 2024
Advertisement for Bids – Spring/Summer 2025

II. WORK ITEMS

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

1.1. Project Management and Administration

R&E shall act as the prime consultant and shall manage the project through regular email, phone, and video correspondence with the City, WSDOT, R&E staff, and subconsultants.

1.2. Project Meetings

R&E shall facilitate and conduct the meetings as described below. Assumptions of the number of meeting(s) conducted are indicated.

- Kick-Off Meeting (1)
- City Coordination Meetings (3)
- Lynden School District Coordination Meetings (2)
- Neighborhood Meeting (1)
- Franchise Utility Meetings (6)
- Review Meetings (3) [30%, 60%, 90%]

1.3. Public Outreach

R&E shall attend a public meeting as identified in section 1.2. The City shall be responsible for scheduling and coordinating the meeting. R&E shall attend the meeting and prepare presentation graphics depicting the proposed project. The presentation graphics anticipated include typical roadway cross-sections, and one "long plot" of Bradley Rd. from Vinup Rd. to Line Rd.

1.4. Design Schedule

R&E shall develop a design schedule shortly after Notice to Proceed. Two updates to the project schedule are anticipated during the course of design.

1.5. Progress Reports and Invoicing

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

- Monitor Scope
- Monitor Budget
- Monitor Schedule / Prepare Schedule Updates
- Prepare Monthly Status Reports and Invoices
- Prepare Supporting Documentation for Invoices

1.6. Quality Control / Quality Assurance

R&E shall implement a quality control/quality assurance program consisting of regular coordination meetings with R&E and Subconsultant staff, in-house review of design elements and contract documents as well as City review of design elements and contract documents.

Products and Deliverables

- Meeting Notes and Minutes
- Presentation Graphics in hard copy or PDF format
- Design Schedule
- Monthly Progress Reports
- Monthly Invoices
- Notes to Design File

2.0 DESIGN SURVEY AND BASE MAP

2.1. Design Survey

R&E shall utilize design survey currently on file at our office, and supplement that survey with additional topographic survey necessary to complete the design. R&E has identified areas on the southeast end of the project where additional topographic survey is necessary in order to properly design matches to existing property. Additional topographic survey will be conducted by Northwest Surveying and GPS (NWS).

Work will be performed in accordance with the following tasks:

- Coordinate for survey
- Establish and/or Verify Horizontal and Vertical Control in the Project Area
- Perform Topographic Survey within the Project Area
- Data Reduction, Review, and Transfer

2.2. Title Reports

Title reports have been previously secured for parcels along the project corridor. R&E will order up to two additional title reports as necessary or will request updates to title reports as necessary. R&E has estimated a budget level for title reports or title report updates as shown in the fee estimate.

2.3. Utility Locates

R&E and/or NWS shall call the state “dial-before-you-dig” contractor number to determine utility locations prior to the design survey. However, “dial-before-you-dig” locators do not check utilities outside of the public right of way, and in some cases do not perform locates for design purposes or in a timely manner. R&E will contract with a private locating company for utility locates outside of the public right of way and for utilities not located for design purposes.

2.4. Base Map

R&E shall utilize the existing base map currently on file at our office for the Bradely Rd. corridor from Vinup Rd. to Line Rd. and also include the additional topographic survey described above.

Work will be performed in accordance with the following tasks:

- As-Builts
 - Request As-Builts from Franchise Utilities (Puget Sound Energy, Cascade Natural Gas, Zply, Comcast)

- Request Public As-Builts (City)
- Prepare Preliminary Base Map
- Field Verify Base Map
- Prepare Design Base Map

2.5. Legal Descriptions and Recordable Exhibits

NWS shall prepare legal descriptions and recordable exhibit maps for right-of way to be acquired as described in this scope of work. A total of 8 legal descriptions and recordable exhibits are assumed.

Products and Deliverables

- Research Information for Design File
- Digital Base Map
- New or Updated Title Reports as needed.

3.0 ALTERNATIVES ANALYSIS

Roadway and pedestrian improvement alternatives analysis were completed under a previous contract. No additional alternatives analysis will be performed under this scope of work.

4.0 RIGHT-OF-WAY AND EASEMENT ACQUISITION

Right of Way and Easement Acquisition will be performed by R&E and their subconsultant RES Group Northwest (RES Group). The project may require partial acquisition (fee title / permanent easement / temporary construction easement) from eight (8) single family residential (SFR) zoned properties. The proposed improvement for the project consists linear roadway improvements on Bradely Rd. between Vinup Rd. and Line Rd. It is not anticipated that the acquisitions will impact current utilization of the properties and there will be no full takes.

No.	Tax Pcl No.	Owner
1	400316333069	Lynden School District**
2	400316512121	Timothy L & Tamela R Holleman
3	400316516062	Timothy L & Tamela R Holleman
4	400316309138	Carleigh S & Taylor C Top
5	400316263142	Gregory A & Rebekah J Blankers
6	400316255125	Lions Head LLC
7	400316262106	Fredrick G Polinder
8	400316260095	Fredrick G Polinder
9	400316256090	Alexander E & Katie A Tabayoyon

***The City of Lynden has previously negotiated property rights acquisitions from the Lynden School District and this parcel is not included in this scope of work.*

The project is currently funded with state and local funds, Federal funds are not currently involved in the project. All acquisition activities will follow "best practices" of the Federal Highways Administration policies and procedures as well as all applicable federal, state, and local laws, including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Police Act of 1970 and its amendments, 49CFR Part 24, and state Revised Guidelines and by reference the WSDOT Right of Way Manual.

Because the project funding is being administered through WSDOT Local Programs, for scoping purposes it is further assumed that the project will follow the ROW Certification process as outlined in the WSDOT LAG Manual.

Preliminary Right-of-Way Services

4.1. Identify ROW Needs

Based on survey information, horizontal and vertical roadway design, and utilities, R&E shall identify the additional ROW and/or easements needed to facilitate construction and ongoing maintenance and operations of the project. R&E shall also identify existing improvements which will be impacted by the project both on public and private property.

4.2. Update ROW Plan

R&E shall update the ROW Plan previously prepared under separate contract to include the ROW, easement, and TCE needs of the project. The plan will include ROW, and temporary construction easements, or other property rights to be acquired in association with this project. Work will be performed in accordance with the following tasks:

- Update ROW Plan
- CITY and WSDOT Submittals
- Respond to CITY and WSDOT Comments

4.3. Coordinate with Subconsultants

R&E shall coordinate with their subconsultant RES Group and the City for the acquisition tasks described in this scope of work. This task item assumes regular telephone and email communications and up to three (3) meetings.

4.4. Public Outreach

R&E shall prepare a Project Introduction Letter consisting of a project description, project schedule, discussion of entities involved (i.e., City, R&E, and RES Group), including roles of each. The City shall mail or otherwise deliver the letter to the affected property owners.

4.5. Project Funding Estimate (FE) and Administrative Offer Summary (AOS) and Appraisals

RES Group will manage Appraisal consultants for FE report, AOS, and Appraisal, as needed for the project and for the impacted parcels. The FE report will utilize consistent comparable sales and valuation techniques. AOS will be written for those acquisitions valued under \$25,000 or Appraisals will be recommended for complex acquisitions or acquisition value near or exceeding \$25,000.

4.6. Title Review, Clearing, and Closing

RES Group will review title reports supplied by R&E for affected parcel and provide a Title Review Memo identifying all potential encumbrances to project team members. RES Group will assist in clearing the necessary encumbrances prior to closing, if feasible. RES Group will assist in facilitating in-house closing on low impact parcels or manage closing through escrow should those services become necessary.

Deliverables

- Updated ROW Plan in *.pdf format
- Project Introduction Letter in *.docx format
- Project Funding Estimate (ROW Funding Estimate) in *.pdf format
- Administrative Offer Summaries in *.pdf format
- Appraisals in *.pdf format

Acquisition Services

4.7. Right-of-Way Documentation, Negotiations and Closing

RES Group will assist the City in developing all right-of-way documents/offer letters in accordance with the City's right-of-way procedures for acquisition of impacted properties. RES Group will draft the acquisition documents using the City approved forms or QC any forms that are created directly by the City staff for pre-acquisition review.

RES Group agents will act in good faith at all times and never coerce owners in an attempt to settle the parcels. All negotiations will start with an in-person presentation of all offers when feasible. RES Group will identify property owner issues, concerns, and differences early on and document that information in the individual parcel negotiation diaries. RES Group will work with City staff throughout the negotiation process with the property owner until settlement is reached on each parcel.

The CITY shall be responsible for issuing payment to the property owners and for recording the acquisition with Whatcom County.

4.8. Property Owner Meetings (16)

R&E will attend up to sixteen in-person meetings with property owners (2 each) to assist in negotiations and/or to help resolve questions or concerns of the property owners with respect to the proposed design, impact to their property, or restoration of affected portions of their property.

4.9. Prepare ROW Exhibits (8)

R&E shall prepare one ROW exhibit, to be used by RES Group and the City in communications with private property owners. The ROW exhibit shall include the following information:

- Existing and proposed ROW/Easement
- Surveyed and Aerial background
- Area of additional ROW/Easement to be acquired
- Property owner information

Deliverables

- ROW Exhibits (8)
- Acquisition Negotiation Services
- Executed Documents for Issuing Payment and Recording

5.0 ENVIRONMENTAL PROCESS AND PERMITTING

R&E shall pursue and obtain the permits or agency approvals required for the project as listed below. For this scope of work, it is assumed that the City will be the lead agency for all applicable local permits and approvals.

It is anticipated that the following environmental documentation or permits will be required:

- State Environmental Policy Act (SEPA)
- Construction Stormwater General Permit (CSWGP)
- Cultural Resources – GEO 21-02

5.1. State Environmental Policy Act (SEPA)

R&E shall complete and submit the City of Lynden SEPA checklist for the Bradley Rd. Improvements Project. The checklist will be completed at approximately the 30% level of design and submitted to the City Public Works Department for review and comment. R&E will update the SEPA based on comments received from the City and submit the revised SEPA checklist for processing and public comment. One round of comments from the City is anticipated in this scope of work.

R&E will submit the public notice to the Lynden Tribune for publication.

If comments are received from the public comment period, R&E will provide responses as necessary and provide additional backup information as needed. Because of the unknown nature of this task, R&E has included 14 -hours of staff time to complete the responses. If additional time is needed, R&E will notify the City for a contract supplement.

5.2. Construction Stormwater General Permit (CSWGP)

R&E shall assemble and organize the CSWGP application to a standard acceptable by the permitting agencies. R&E shall complete the Washington State Department of Ecology Water Quality Program's Electronic Notice of Intent (NOI) process. It is anticipated that the City will provide any information not known to R&E as well as provide an approving signature as needed to complete the NOI process. It is assumed that the City will be the permit holder and will remit any required fees to Ecology.

R&E shall publish the required public notice in the Lynden Tribune.

The Construction Stormwater Pollution Prevention Plan will be prepared by the Contractor after project award and prior to the start of construction.

5.3. Cultural Resources – Governors Executive Order 21-02

R&E and subconsultant Drayton Archaeological Research (DAR) shall complete an EZ / Project Review form for the project. If after submitting the EZ / Project Review form, a cultural resources survey

is requested, DAR will perform a cultural resources survey and submit the written report to the Department of Archaeological and Historic Preservation for review and comment, and ultimately for approval and concurrence from the State Historic Preservation Officer.

For scoping purposes, it is assumed that the cultural resources survey will be required and either DAHP, or tribal comment will request an Inadvertent Discovery Plan be included in the project specifications.

Products and Deliverables:

- SEPA Checklist
- Notice of Intent for Construction Stormwater General Permit
- EZ / Project Review Form submitted to DAHP
- Cultural Resources Survey submitted to DAHP
- IDP included in the project specifications

6.0 GEOTECHNICAL

6.1. Geotechnical Summary Memo

GeoEngineers has previously completed subsurface explorations within and immediately adjacent to the project corridor in 2005, 2014, and 2023 including the installation of a piezometer in the 2023 exploration which is currently collecting groundwater data.

The project design will be prepared based on the previously completed subsurface explorations. No new explorations are included in this scope of work.

GeoEngineers will prepare a summary memorandum to summarize and tie together the previously completed explorations, discussion, and conclusions from each as they apply to the proposed Bradley Rd. Improvements Project. A draft memo will be provided and circulated to the City for review and comment. After receiving comments, the memorandum will be finalized. One round of comments is assumed.

6.2. Groundwater Monitoring

R&E will deploy a groundwater data logger in the piezometer installed in the Lynden High School Parking lot. The data logger will be tied to the vertical datum and record groundwater elevation data on a regular basis. The groundwater information will be utilized to aid in earthwork, dewatering construction recommendations, and stormwater management design.

The data logger is anticipated to be deployed for up to 4 months and will be removed in conjunction with the Lynden High School Parking lot improvements. Data will be downloaded at approximately twice during the course of this work.

Deliverables

- Geotechnical Summary Memo
- Groundwater elevation data

7.0 CIVIL DESIGN

R&E has performed alternatives analysis and conceptual design under a previous scope of work. The preferred alternative includes a 10-ft. shared use path on the south side of Bradley Rd. R&E will develop this design concept to final design.

Intersection design at Bradley and Vinup Rd. and Bradley and Line Rd. is specifically excluded from this scope of work except where noted.

7.1. Roadway Geometry

The roadway design shall be prepared in accordance with the following tasks:

- Horizontal Alignment
- Vertical Profile
- Cross Sections
- Grading Plans / Details

The roadway design including driveways, sidewalks, and curb ramps will meet the requirements of the Americans with Disabilities Act (ADA).

7.2. Channelization Plan

R&E shall prepare channelization plans to be reviewed and approved by the City. The channelization plan will be prepared with one travel lane in each direction on Bradley Rd., no two-way left turn lanes or left turn lanes will be provided at intersections. It is assumed that R&E shall address comments and revise the channelization plans based on one round of comments from the CITY. Work will be performed in accordance with the following tasks:

- Check Design Vehicles
- Prepare Channelization Plan
- CITY Review and Approval

7.3. Private Property Matches

R&E shall determine matches of the proposed improvement to private property and define appropriate property restoration in accordance with the following tasks.

- Define Property Matches
- Define Property Restoration

7.4. Franchise Utilities

Franchise utilities are assumed to be Puget Sound Energy, Cascade Natural Gas, Ziplly Fiber, Comcast, and Astound (formerly Wave Broadband).

R&E shall prepare the preliminary design to avoid known utility conflicts if practical. R&E shall identify utilities that will be affected by the improvements. R&E shall provide exhibits showing the proposed design and surveyed features, which can be used by franchise utilities impacted by the project or for

the utility to plan proposed improvements and/or relocations within the project corridor. Work will be performed in accordance with the following tasks.

- Franchise Utility Improvements and Relocations
- Franchise Utility Coordination

It is assumed that overhead utility relocation or temporary relocation will be required due to horizontal conflicts with the proposed roadway. It is further anticipated that the Comcast “booster” station located at the intersection of Bradley Rd. and Eastwood Way will be impacted by this project. It is further assumed that buried utilities such as natural gas may be impacted by the improvements, or the utility may wish to extend the utility through the project site. R&E shall coordinate with the respective utility to facilitate the relocation or extension; however, design of the relocated utility is not included in this scope of work. The respective utility shall be responsible for all permits and approvals necessary to facilitate the relocation.

R&E shall stake proposed edge of roadway, back of sidewalk or limits of underground infiltration trench for planning and design purposes by the franchise utilities. R&E will not locate ROW lines or boundary lines as a part of this work.

7.5. Street Lighting

R&E shall coordinate with Puget Sound Energy Pole Services for street lighting improvements or upgrades necessary to accommodate a pedestrian level of lighting. All lighting design will be provided by PSE. R&E shall coordinate the lighting design with PSE and provide design information for the design developed under this scope of work.

7.6. City Utilities

Storm drainage will be designed as outlined in Work Item 8.0.

Sanitary sewer is not anticipated or proposed within Bradley Rd.

An existing 12-inch water main is present on the south side of Bradley Rd. The location of the existing water main may conflict with the proposed storm drainage system. For design purposes, R&E has assumed the existing water main will be replaced in it’s entirety, however if possible the water main will remain in place and only localized relocation will be necessary to avoid conflicts with the stormwater system. Existing services will be reconnected, and new services will be placed as needed. Water main stubs will be placed at the location of known development extension or future roadways. Fire Hydrant spacing will be reviewed based on the zoning and new hydrants will be added as needed to meet current City Standards.

7.7. Plan Preparation Package

R&E shall prepare the 30% plans which will include, at the very least, the following:

- Cover Sheet and Vicinity Map
- Standard Legend and Symbols
- Roadway Plan and Profile
- Drainage Plan and Profile
- Typical Sections

R&E will provide the draft 30% plans to the City for review and comment. The 30% plans will be finalized after receiving comments. R&E assumed one round of comments in a 2-week City review period.

After completing the 30% plans and receiving the 30% City comments, R&E shall prepare the 60% plans which will include, at the very least, the following:

- Cover Sheet and Vicinity Map
- Standard Legend and Symbols
- Demolition and TESC Plans
- Roadway Plan and Profile
- Drainage Plan and Profile
- Water Design Plans
- Grading Plans
- Channelization Plan
- Typical Sections
- Design Details

R&E will provide the draft 60% plans to the City for review and comment. The 60% plans will be finalized after receiving comments. R&E assumed one round of comments in a 2-week City review period.

After completing the 60% plans and receiving the 60% City comments, R&E shall prepare the 90% plans which will include, at the very least, the following:

- Cover Sheet and Vicinity Map
- Standard Legend and Symbols
- Demolition and TESC Plans
- Roadway Plan and Profile
- Drainage Plan and Profile
- Water Design Plans
- Grading Plans
- Channelization Plan
- Typical Sections
- Design Details

R&E will provide the draft 90% plans to the City for review and comment. The 90% plans will be finalized after receiving comments. R&E assumed one round of comments in a 2-week City review period.

After completing the 90% Plans and receiving the 90% comments, R&E shall prepare the final bid-ready plans which will include final design of all project elements.

7.8. Estimates

R&E shall determine quantities and prepare a preliminary cost estimate at the 30%, 60%, 90%, and Final design levels to be submitted to the City for review with the plan submittal. Work will be performed in accordance with the following tasks:

- Quantity Take-Offs
- Cost Estimate (30%, 60%, 90%, Final)

7.9. Specifications

R&E shall prepare preliminary specifications for the 90% submittal. After the CITY reviews the 90% submittal, R&E shall prepare the final list of bid items and project specifications including, Local Agency APWA GSP's, WSDOT GSP's, and Special Provisions. The specifications will be developed to accommodate the funding source. Work will be performed in accordance with the following tasks.

- Review Local Agency APWA GSP's, and WSDOT GSP's
- Bid Proposal Form
- Special Provisions

Deliverables

- 30% Plans and Estimate in *.pdf format
- 60% Plans and Estimate in *.pdf format
- 90% Plans, Specifications, and Estimate in *.pdf format
- Final Plans, Specifications, and Estimate in *.pdf format, 2 half size hard copy plans, 2 full size hard copy plans, and 2 hard copy bound specification books.

8.0 STORM DRAINAGE DESIGN

The project is anticipated to trigger the requirement to provide stormwater treatment and flow control. Additionally, the project is anticipated to include an increase in pollutant generating impervious surface, however there is no federal nexus for this project, therefore formal consultation with the agencies is not anticipated.

8.1. Evaluate Existing Conveyance System

R&E shall conduct a site visit to become familiar with the project site and coordinate with the City to gather additional existing drainage data. It is assumed that the City will provide as-built drawings and drainage reports for developments adjacent to the project area.

R&E shall evaluate the existing drainage system to determine the existing drainage course and available capacity of the existing system. The evaluation will be made based on existing as-builts and the City's comprehensive drainage plan. R&E shall not perform a drainage study to determine overall basin characteristics, storm drain flow rates or volumes outside of the project termini.

8.2. Model Stormwater Flow and Volume

R&E shall define drainage basins, model, and evaluate stormwater flow rates and volumes for the purposes of designing the storm drain conveyance system, water quality treatment and flow control as required by current City standards and the 2019 Stormwater Management Manual for Western Washington. The model shall encompass the project termini and adjacent properties which directly affect the storm drainage system within the project area.

8.3. Design Storm Drain Conveyance System

R&E shall evaluate alternatives for storm drainage conveyance. R&E shall develop the design criteria, using City Development Standards. The conveyance system shall be designed to accommodate flows generated by the project and any known contributing flows from adjacent properties.

One stormwater overflow is known to be present from the Eastwood way development.

8.4. Stormwater Quality and Flow Control Design

Stormwater quality and flow control design is anticipated to consist of linear infiltration trenches along the project corridor. R&E shall prepare drainage plans, and detail sheets of the stormwater management system to be incorporated into the project plans.

8.5. Stormwater Site Plan (Stormwater Report)

R&E shall prepare a stormwater site plan, also known as a stormwater report for the project to include the conveyance and stormwater management design as identified in this scope of work. A preliminary report will be provided to the City for review and comments. Once comments are received, the report will be updated and finalized. One round of City comments is anticipated.

Deliverables

- Stormwater Report
- Stormwater Management Design incorporated into the preliminary plans

9.0 ASSISTANCE DURING BIDDING

Once the 100% PS&E submittal to the City has been completed for the design contract, R&E shall remain 'on-call' until the contract has been awarded to the successful bidder. The types of assistance that shall be provided to the City during the pre-bid and bid periods of the project may include:

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

Deliverables / Products:

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

10.0 SUBCONSULTANTS

R&E will contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified. Subconsultants have provided budgets for their services as identified in Exhibit B.

- Surveyor – Northwest Surveying and GPS
- Right of Way and Easement Acquisition – Real Estate Services Group, Northwest, LLC
- Geotechnical – GeoEngineers Inc.

11.0 REIMBURSABLE EXPENSES

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

III. SUPPLEMENT FOR ADDITIONAL SERVICES

If mutually agreed upon by the City and R&E, this contract may be supplemented to include work not specifically addressed in sections I and II above. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

EXHIBIT B

CONSULTANT FEE DETERMINATION SUMMARY SHEET

Bradley Rd. Improvements - Final Design
Man-Hour and Cost Estimate

Date: April 15, 2024

Design PS&E

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL				
		E-7	E-4	E-3	T-5	C-5
		Nathan	Kyle	Proj. Engr.	CAD	Admin.
1.0	PROJECT MANAGEMENT AND ADMINISTRATION					
1.1	Project Management and Administration	36	12			
1.2	Project Meetings					
	Kick-Off Meeting (1)	4	2	2		
	City Coordination Meetings (3)	3	6	6		
	Lynden School District Coordination Meetings (2)	2	4	4		
	Neighborhood Meeting (1)	3	3	3		
	Franchise Utility Meetings (6)	6	12	12		
	Review Meetings (3) [30%, 60%, 90%]	3	3	3		
1.3	Public Outreach	3	3	8	8	
1.4	Design Schedule	4	6			
1.5	Progress Reports and Invoicing					
	Monitor Scope	2	2			
	Monitor Budget	2	2			2
	Monitor Schedule / Prepare Schedule Updates	2	2			
	Prepare Monthly Status Reports and Invoices	2	6			2
	Prepare Supporting Documentation for Invoices	2	2			2
1.6	Quality Control / Quality Assurance	12	2			
	Sub-Total	86	67	38	8	6
2.0	DESIGN SURVEY AND BASE MAP					
2.1	Design Survey	1	2		2	
2.2	Title Reports		2	2		
2.3	Utility Locates		1	1		
2.4	Base Map					
	Acquire and Review As-Builts		1	1		
	Prepare Preliminary Base Map		2	1	8	
	Field Verify Base Map		2	2	2	
	Prepare Design Base Map	1	4	2	8	
2.5	Legal Descriptions and Recordable Exhibits	1	2	2	4	
	Sub-Total	3	16	11	24	0
3.0	ALTERNATIVES ANALYSIS					
	Sub-Total	0	0	0	0	0
4.0	RIGHT-OF-WAY AND EASEMENT ACQUISITION					
4.1	Identify ROW Needs	2	6	6		
4.2	Update ROW Plan	2	6		6	
4.3	Coordinate with Subconsultants	22	22	12		
4.4	Public Outreach	1	2			
4.5	Project Funding Estimate, AOS, and Appraisals	4	4	2	4	
4.6	Title Review, Clearing and Closing	1	2	2		
4.7	Right of Way Documentation, Negotiation and Closing	4	8	8	8	
4.8	Property Owner Meetings (16)	8	16	16		
4.9	Prepare ROW Exhibits (8)	2	10	18	18	
	Sub-Total	46	76	64	36	0
5.0	ENVIRONMENTAL PROCESS AND PERMITTING					
5.1	SEPA	2	4	8	4	
5.2	Address Public Comments on SEPA	2	6	6		
5.3	Construction Stormwater General Permit	1	2	2	2	
5.4	Cultural Resources - GEO 21-02	2	4	2		
	Sub-Total	7	16	18	6	0

6.0	GEOTECHNICAL					
6.1	Geotechnical Summary Memo	1	2	2		
6.2	Groundwater Monitoring	1	6	6		
	Sub-Total	2	8	8	0	0

7.0	CIVIL DESIGN					
7.1	Roadway Geometry					
	Horizontal Alignment	1	4	4	2	
	Vertical Profile	2	8	8	4	
	Cross Sections	2	8	8	4	
	Grading Plans / Details	2	8	16	8	
7.2	Channelization Plan	2	8	8	4	
7.3	Private Property Matches					
	Define Property Matches	2	8	8	8	
	Define Property Restoration	2	8	8	8	
7.4	Franchise Utilities					
	Franchise Utility Improvements and Relocations	2	4	4	4	
	Franchise Utility Coordination	10	20	20	4	
	Field Staking For Franchise Utilities	2	12	12		
7.5	Street Lighting	2	4	4	4	
7.6	City Utilities (Water)	2	4	8	4	
7.7	Plan Preparation Package					
	30% Plans	2	4	4	8	
	60% Plans	2	4	4	8	
	90% Plans	2	4	4	8	
	Final Plans	2	4	4	8	
7.8	Estimates					
	Quantity Take-Offs		4	8	4	
	Cost Estimates (30%, 60%, 90%, Final)	4	4	8		
7.10	Specifications					
	Review GSP's	2	8	2		2
	Bid Proposal Form	1	4	2		2
	Special Provisions	2	8	2		2
	Sub-Total	48	140	146	90	6

8.0	DRAINAGE DESIGN					
8.1	Evaluate Existing Conveyance System	1	2	4		
8.2	Model Stormwater Flow and Volume	2	8	16		
8.3	Design Stormwater Conveyance System	2	8	8		
8.4	Stormwater Quality and Flow Control Design	4	16	24		
8.5	Stormwater Site Plan (Stormwater Report)	4	16	24		
	Sub-Total	13	50	76	0	0

9.0	ASSISTANCE DURING BIDDING					
9.1	Respond to Questions from Contractors	2	4			
9.2	Conduct the Pre-Bid Meeting	2	4	2		
9.3	Prepare Addendums	2	8	8		
9.4	Review Bids and Provide Recommendation to Award	2	4	4		4
	Sub-Total	8	20	14	0	4

TOTAL HOURS	213	393	375	164	16
HOURLY RATE	\$ 218.30	\$ 150.45	\$ 132.75	\$ 112.84	\$ 118.00
SUB-TOTAL	\$ 46,497.90	\$ 59,126.85	\$ 49,781.25	\$ 18,505.76	\$ 1,888.00
TOTAL					\$ 175,799.76

10.0	SUBCONSULTANTS				
10.1	Northwest Surveying and GPS				\$ 7,000.00
10.2	Real Estate Services Group, Northwest				\$ 88,752.31
10.3	GeoEngineers, Inc.				\$ 3,000.00
10.4	Drayton Archaeological Research				\$ 5,000.00
10.5	10% Markup on Subs				\$ 10,375.23
	TOTAL				\$ 114,127.54

11.0 REIMBURSABLES		
11.1	Misc. Reproduction	\$ 250.00
11.2	Title Reports (2) @ \$500 each	\$ 1,000.00
11.3	Utility Locates	\$ 2,500.00
11.4	Groundwater Data Logger (1) @ \$40 per month for 4 months	\$ 160.00
11.5	Lynden Tribune Ad for Bids	\$ 800.00
	Sub-Total	\$ 4,710.00
	GRAND TOTAL	\$294,637.30

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 6, 2024	
Name of Agenda Item:	The Schoolyard Park Project MOU	
Section of Agenda:	Consent	
Department:	Parks	
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: Council Mtg
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	The Schoolyard Park Project MOU	
Summary Statement:	<p>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. Attached is a Memorandum of Understanding (MOU) that provides a statement of roles and responsibilities of the parties associated with the project</p>	
Recommended Action:	<p>Have Council make a motion to authorize the Mayor to the MOU with Whatcom Community Foundation.</p>	



WHATCOM
community
FOUNDATION

1500 Cornwall Ave., Suite 202
Bellingham, Washington 98225
360.671.6463 whatcomcf.org

**THE SCHOOLYARD PROJECT
MEMORANDUM OF UNDERSTANDING**

Upon acceptance of the Schoolyard Project (Project) by the City of Lynden, this Sponsorship Memorandum of Understanding (MOU), is made this ____ day of _____, 2024, by and between **Whatcom Community Foundation** (“Foundation”), a Washington nonprofit corporation, the **City of Lynden** (“City”), and representatives of the **Schoolyard Project Committee** (the Committee), is as follows:

The above Parties have entered into this MOU for the purpose of memorializing their related interests and responsibilities in securing funding and completing the construction of the Schoolyard Pavilion, entry structure and other related Schoolyard Park capital improvements (Project). This is a privately funded and managed project offered to the City as inspiration to the Lynden community to enjoy this historic place where many experienced the beginnings of their education journey as well as years of youth sports. The design and location of the structures reflect the legacy of the Glenning Schoolyard located at 700 Edson Street, Lynden, Washington. This MOU is by and between the following organizations:

Whatcom Community Foundation – A 501(c)(3) nonprofit charitable organization created by citizens of Whatcom County to enrich the quality of life for all area residents.

City of Lynden – A municipality that owns the land (the Schoolyard Park) to which Glenning Schoolyard Pavilion and playground will be added.

Representatives of the above organizations, to include Bob Libolt, Harlan Kredit, City of Lynden Parks Department and other related staff, (hereafter referred to as the *Schoolyard Committee or the Committee*,) will support

- Advocacy and fundraising supporting the design, engineering, and construction costs associated with the Project
- Completion of design and permitting for the Project
- Completion of Project construction

The Foundation has agreed to serve as Project Sponsor for a period of not more than twelve (12) months ending April 30, 2025. The Board of Directors of the Foundation has passed a motion adopting the Project as consistent with its purpose and mission, and it will be accounted for as a Foundation program

for IRS auditing and financial reporting purposes. All gifts to the Project are subject to the variance power of the Foundation’s Board of Directors, as set forth under Treasury Regulations, 1.170A-9(e)(11)(V)(B), (C) and (D).)

As compensation for the Foundation services, a minimum fee of \$2,500 will be charged and revisited if needed. Any income earned by the Fund accrues to the Foundation for administrative purposes.

The Foundation will acknowledge all contributions to the Project in writing and will provide financial reporting to the other parties of this MOU as requested. Funds raised may be used to pay administrative expenses of the Project, such as fundraising expenses or to reimburse the City Lynden for other Project expenses. The Parties may apply to individuals, foundations or other funding sources under Foundation auspices, but the Foundation is not responsible for fundraising for the Project. Foundation staff must review all fundraising plans and requests. All printed materials must identify the Project as “Affiliated with the Whatcom Community Foundation.” In addition, public programs or events related to the Project must include acknowledgement of the Foundation’s participation.

The City may secure funds for the Project through grant applications and/or in-kind contributions of goods and services. The City will acknowledge all contributions to the Project in writing and will provide periodic financial reporting to the other parties to this MOU. This MOU does not obligate the City to secure a specific amount of funding for the Project.

All invoices and reimbursements will be approved by a designated Committee member at least seven days prior to the requested payment date by the Foundation. The designated Committee member will provide original invoices and sign off that the expense is chargeable to the Project and that all materials have been received and/or services performed.

Foundation staff will review invoices submitted by the Committee and/or the City for qualified expenses and make payments, generally within seven (7) days of receipt of the request. The Foundation will not directly oversee or accept liability for the construction phase of the project. The Foundation will not be responsible for any debts incurred by the Project, nor will it release any funds in amounts greater than the current balance of the Fund at any time.

Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the parties. All parties assert that they are independent contractors and operate and intend to operate all their activities entirely independent of each other except as stated in the specific and express provisions of this Agreement. No other obligations exist between the Parties that are not included in this MOU or added, in writing, as addendums to this MOU.

General roles and responsibilities of each party are outlined in the attached Roles and Responsibilities document; all parties acknowledge that this document will evolve over time based on the needs of the Project and the willingness and ability of each party to fulfill various roles. Further, the parties assert that, other than as specified in this MOU, they are not in a joint venture, nor do they intend to operate as a joint venture. Any and all contemplated changes in the attached Roles and Responsibilities shall be in writing and made a part of this document.

The parties hereto have executed this agreement in triplicate as of the date and year first written above.

Whatcom Community Foundation

City of Lynden

Mauri Ingram
President & CEO

Scott Korthuis
Mayor

Schoolyard Committee Representative

Robert Libolt

Schoolyard Project Roles & Responsibilities

The following entities are involved in the Schoolyard Project (Project). Others may join the endeavor as the Project develops. The anticipated roles and responsibilities of each participating entity are listed below and may evolve over time based on a number of factors.

Whatcom Community Foundation

The Foundation, upon all parties signing the attached agreement, will serve as Fiscal Sponsor for the Project. As such, the Foundation will:

- 1) Support the fundraising efforts of the Committee and other Project supporters.
- 2) Allow use of the Foundation’s name for solicitation of gifts and grant applications.
- 3) Hold and administer funds, based on the terms of the Fiscal Sponsorship Agreement, from any:
 - a) Future private or corporate grants, and
 - b) Individual grants/gifts.
- 4) Based on funds available, recommendation of the Project Steering Committee and approval of the Foundation Board:
 - a) Pay related Project expenses approved by the Committee.

City of Lynden

The City of Lynden owns the land housing the Schoolyard pavilion, entry structure and playground. As such, the City will:

- 1) Hold and administer proceeds from Public Sector grants.
- 2) Issue all required permits for the Schoolyard project and cover associated permit fees.
- 3) Provide electrical, water and sewer access for the Project.
- 4) Provide insurance for the Project.

Schoolyard Project Committee (Committee)

The Schoolyard Project Committee members will:

- 1) Provide Project Management.
- 2) Bid the construction and administer the construction project(s).
- 3) Review and approve Project invoices and reimbursements for payment using Foundation funds. (Bob Libolt)
- 4) Participate in Project fundraising.
- 5) In partnership with other Project supporters, be responsible for Project advocacy and for securing additional Project funds from a variety of sources.

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	May 6, 2024	
Name of Agenda Item:	Set the Public Hearing to Consider a Resolution of Intent to Annex the city's SW Urban Growth Area (Annex App 24-01)	
Section of Agenda:	Consent	
Department:	Community Development Dept	
Council Committee Review:	<input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review:
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Annexation application 24-01 and supporting information, Tech Review Committee Report, Planning Commission minutes and Resolution 24-02	
Summary Statement:	<p>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:</p> <ol style="list-style-type: none"> 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. <p>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 attached. 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.</p>	
Recommended Action:	Motion to set a public hearing date of June 3, 2024, to consider Annexation Application 24-01.	

CITY OF LYNDEN

ANNEXATION APPLICATION



FEB 06 2024
City of Lynden
Planning Department

↑
revised application

City of Lynden use only:
Annexation # 24-01 Staff Initials: kg

Property Information

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

see attached

Property dimensions _____ X _____ = 279 square feet acres
Current Zoning Designation (County): AG, UR4
City Zoning Designation (Once Annexed): Residential, Industrial

Application Information

Applicant Name: Heather Mussard, Northwest Surveying & GPS
Address: 407 5th St, Lynden, WA 98264
Telephone Number: 360-354-1950 E-mail Address: heather@nwsurvey.com

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

Applicant's Signature: Date: revised 2/5/24

EXHIBIT A

DESCRIPTION OF PROPOSED ANNEXATION AREA

ALL THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40, RANGE 2 EAST OF W.M.,

TOGETHER WITH ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, LYING NORTHWESTERLY OF THE NORTH RIGHT-OF-WAY LINE OF FLYNN ROAD AND WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF BAY LYN ROAD AND SOUTHERLY OF THE SOUTH RIGHT-OF-WAY LINE OF BIRCH BAY LYNDEN ROAD;

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER LYING SOUTHERLY AND EASTERLY OF THE EASTERLY AND SOUTHERLY BANK OF THE UNNAMED CREEK AND LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF WHATCOM COUNTY ROAD NO. 51 AND THE NORTHWESTERLY LINE OF WHATCOM COUNTY ROAD No. 79; THENCE SOUTH 51° 09' WEST ALONG THE NORTHWESTERLY LINE OF COUNTY ROAD No. 79 A DISTANCE OF 672.6 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE NORTH 38°51' WEST A DISTANCE OF 568 FEET MORE OR LESS TO THE SOUTHERLY BANK OF SAID UNNAMED CREEK AND THE TERMINUS OF THIS LINE DESCRIPTION.

TOGETHER WITH THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 2 EAST OF W.M., EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER; THENCE SOUTH ALONG THE EAST LINE 726 FEET; THENCE WEST 339 FEET, MORE OR LESS, TO THE EAST BANK OF DUFFNER DITCH; THENCE NORTH AND EASTERLY ALONG THE EAST SIDE OF DUFFNER DITCH TO THE NORTH LINE OF SAID QUARTER QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER 342 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, LESS ROADS AND LESS DITCHES.

ALSO EXCEPT COUNTY ROAD No. 79, COMMONLY KNOWN AS FLYNN ROAD, ALONG THE EAST LINE OF SAID QUARTER QUARTER.

TOGETHER WITH THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 2 EAST OF W.M.; LESS THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER.

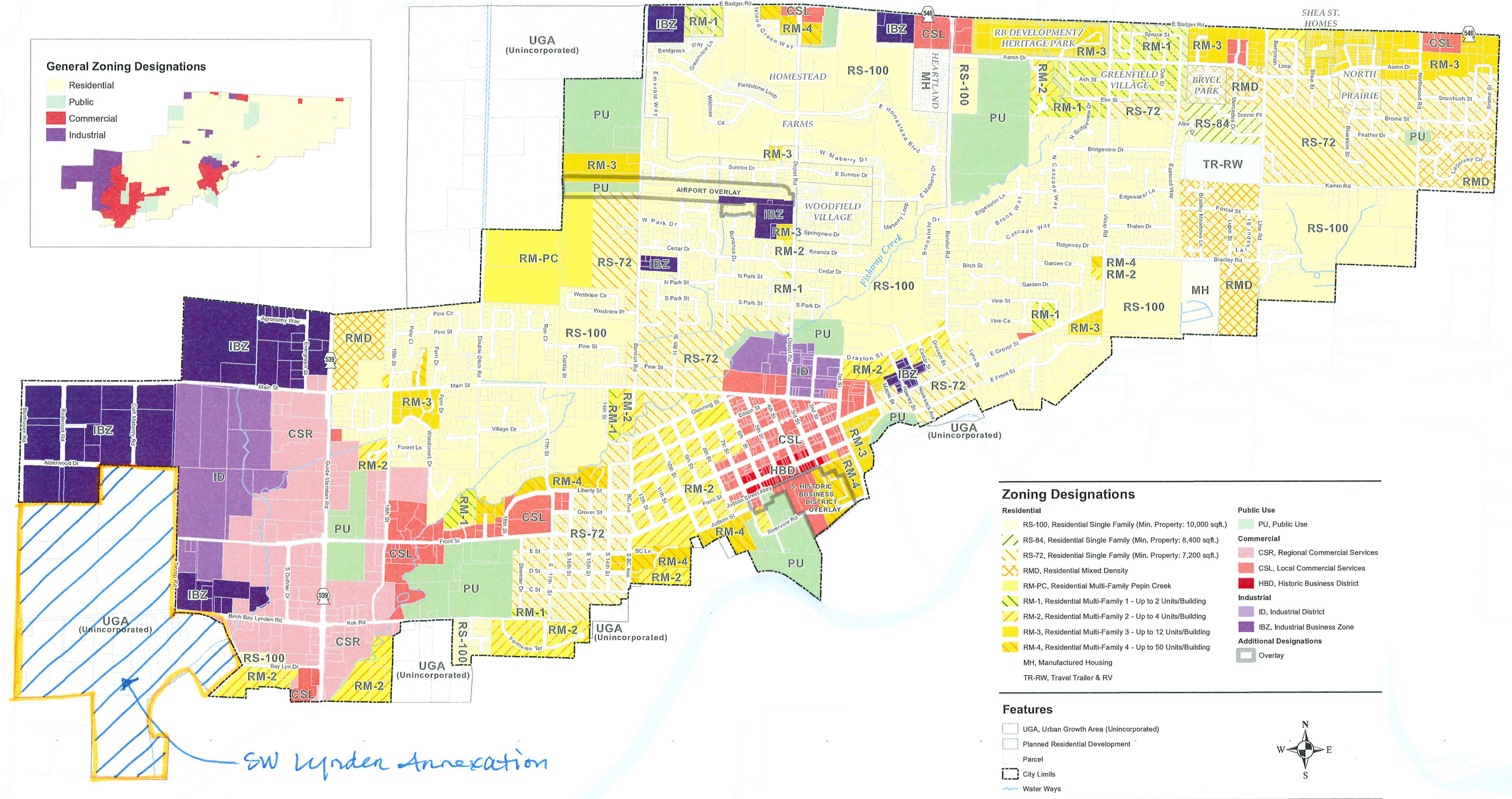
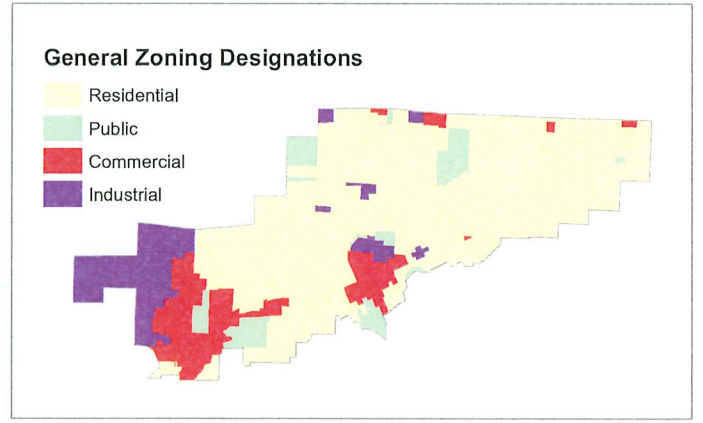
TOGETHER WITH THE EAST 18 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 2 EAST OF W.M., EXCEPT THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHEAST QUARTER

SITUATE IN WHATCOM COUNTY, WASHINGTON.



Zoning

City of Lynden



SW Lynden Annexation

Zoning Designations

Residential	Public Use
RS-100, Residential Single Family (Min. Property: 10,000 sqft.)	PU, Public Use
RS-84, Residential Single Family (Min. Property: 8,400 sqft.)	Commercial
RS-72, Residential Single Family (Min. Property: 7,200 sqft.)	CSR, Regional Commercial Services
RMD, Residential Mixed Density	CSL, Local Commercial Services
RM-PC, Residential Multi-Family Pepin Creek	HBD, Historic Business District
RM-1, Residential Multi-Family 1 - Up to 2 Units/Building	Industrial
RM-2, Residential Multi-Family 2 - Up to 4 Units/Building	ID, Industrial District
RM-3, Residential Multi-Family 3 - Up to 12 Units/Building	IBZ, Industrial Business Zone
RM-4, Residential Multi-Family 4 - Up to 50 Units/Building	Additional Designations
	MH, Manufactured Housing
	TR-RW, Travel Trailer & RV

Features

UGA, Urban Growth Area (Unincorporated)	
Planned Residential Development	
Parcel	
City Limits	
Water Ways	



Date: Wednesday, January 11, 2023

The City of Lynden has compiled this information for its own use and is not responsible for any use of this information by others and disclaims any liability of suitability or warranty of fitness for any particular purpose, either express or implied. The information found herein is provided simply as a courtesy to the public and is not intended for any third party use in any official, professional or other authoritative capacity. Persons using this information do so at their own risk and by such use agree to defend, indemnify and hold harmless the City of Lynden as to any claims, damages, liability, losses or suits arising out of such use. Contact the Whatcom County Assessor's Office (360-576-5700) for the most up-to-date parcel information.

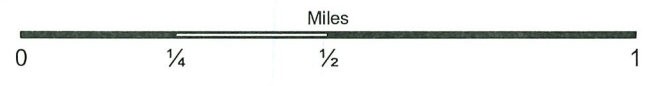
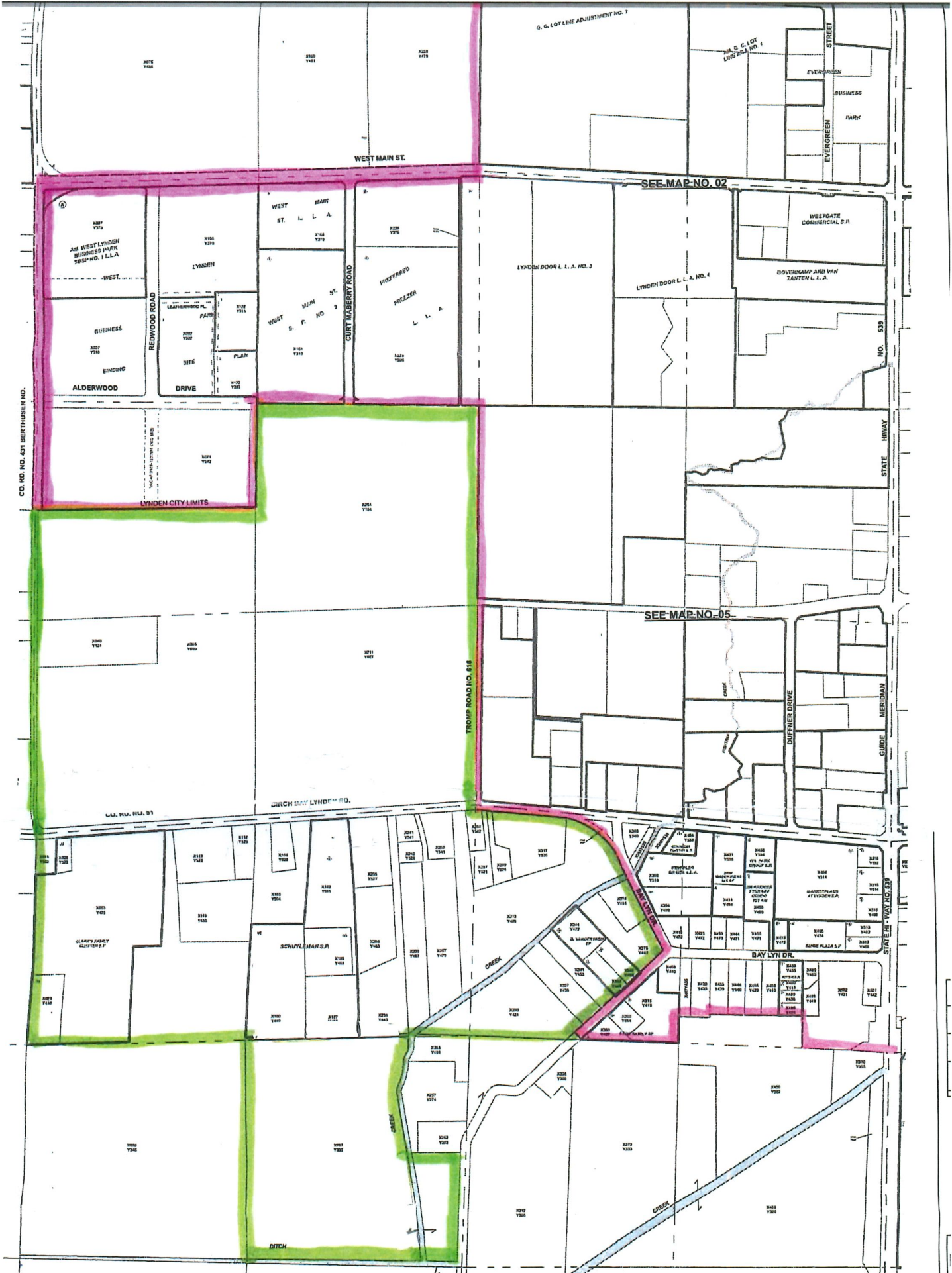


EXHIBIT B



CO. NO. NO. 431 BERTHUSEN NO.

(A)

AM WEST LYNDEN
BUSINESS PARK
S.P.I. NO. F.L.A.

REDWOOD ROAD

ALDERWOOD
BUSINESS
DRIVE

LYNDEN
LEATHERWOOD PL.

SITE
PLAN

WEST MAIN ST.
S. F. NO. 3

LYNDEN

CURT MABERRY ROAD

PROFFERD
FREEZER
L. L. A.

LYNDEN DOOR L. L. A. NO. 3

LYNDEN DOOR L. L. A. NO. 4

SEE MAP NO. 02

WEST DATE
COMMERCIAL S.P.I.

BOVERKAMP AND VAN
ZANTEN L. L. A.

STATE HWY NO. 539

STATE HWAY

LYNDEN CITY LIMITS

TROMP ROAD NO. 618

SEE MAP NO. 05

L.L. NO. NO. 01

BIRCH WAY LYNDEN RD.

DUFFNER DRIVE

GUIDE MERIDIAN

GLADY FAMILY
L.L. NO. 02

SCHUYLMAN S.P.I.

SCHUYLMAN S.P.I.

CHICKEN CREEK

CHICKEN CREEK

CHICKEN CREEK

BAY LYNDEN

BAY LYNDEN

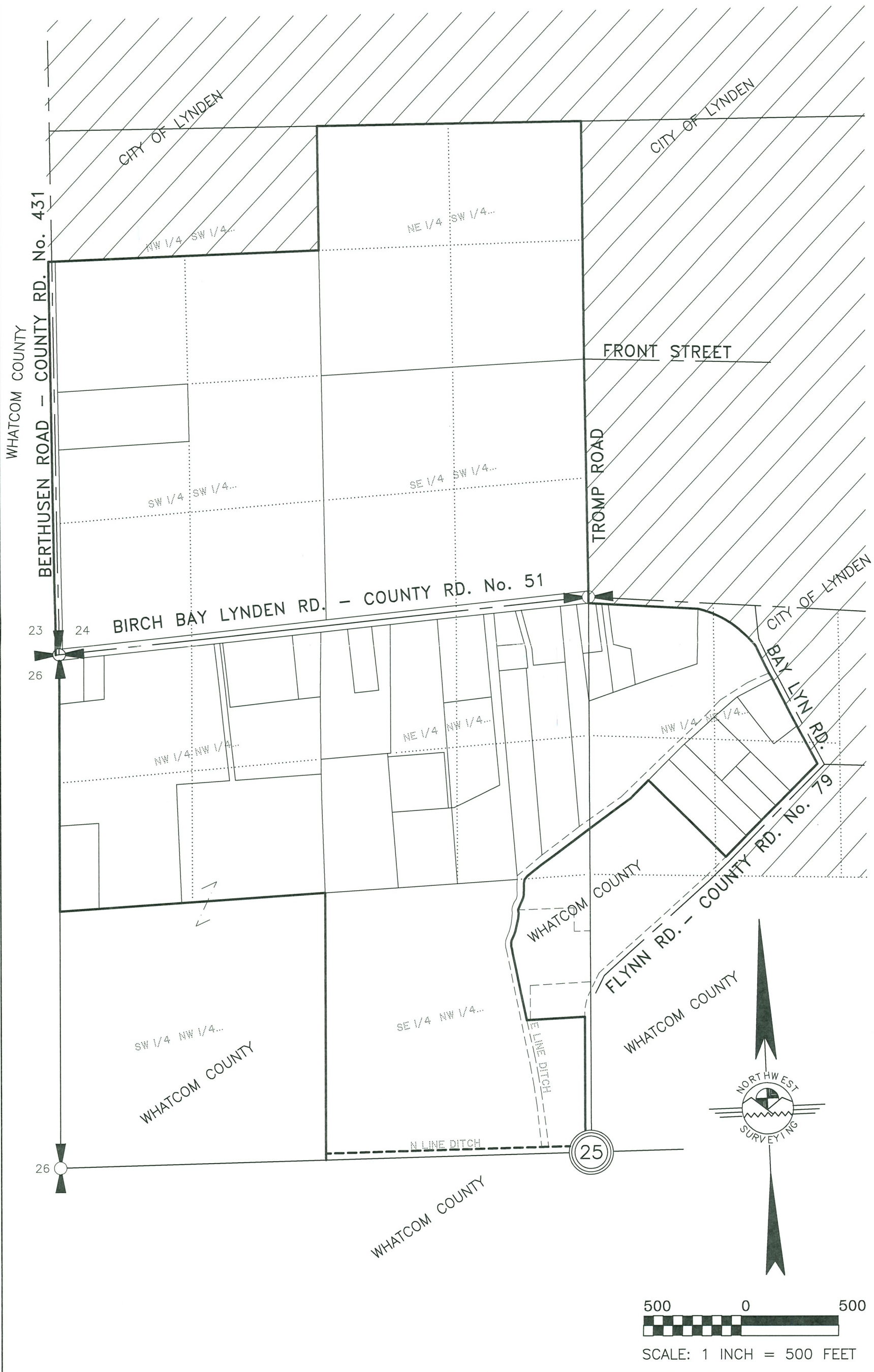
STATE HWY NO. 539

DITCH

CHICKEN CREEK

EXHIBIT "B"

DEPICTING PROPOSED ANNEXATION AREA
WITHIN THE CITY OF LYNDEN AND WHATCOM COUNTY, WASHINGTON



ParcelId	Assessed Value 2023	Assessed Value 2023	Name	Site Address	Acres (per Assessor)	signed petition
400224 040124 0000	\$286,026	\$286,026	Vellema Family LLC	8188 Berthusen Rd	5.01	5.01
400224 085099 0000	\$405,896	\$405,896	Vellema Family LLC	8174 Berthusen Rd	55.17	55.17
400224 204194 0000	\$98,118		Glen Tromp	300 Tromp Rd	40.00	
400224 211087 0000	\$93,271		Glen & Claudia Tromp	Birch Bay Lynden Rd	39.04	
400225 015522 0000	\$498,959		Eddy Richard E Living Trust	491 Birch Bay Lynden Rd	0.73	
400225 020436 0000	\$1,223,841		Brent & Kristie Clark	471 Birch Bay Lynden Rd	2.00	
400225 028522 0000	\$157,500		John & Barbara Clark	Birch Bay Lynden Rd	0.81	
400225 053475 0000	\$830,501		John Clark	455 Birch Bay Lynden Rd	18.00	
400225 078346 0000	\$473,821	\$473,821	D & S Land Holdings LLC	439 Birch Bay Lynden Rd	8.98	8.98
400225 113522 0000	\$683,082	\$683,082	Leroy Kornelis	417 Birch Bay Lynden Rd	2.73	2.73
400225 119485 0000	\$782,637	\$782,637	William & Frances Vander Hage	423 Birch Bay Lynden Rd	4.16	4.16
400225 137525 0000	\$378,699	\$378,699	William Vander Hage	405 Birch Bay Lynden Rd	1.00	1
400225 160449 0000	\$730,560		Dennis Schuyleman	359 Birch Bay Lynden Rd	5.60	
400225 165504 0000	\$610,458	\$610,458	Terry Bosman	385 Birch Bay Lynden Rd	3.77	3.77
400225 166528 0000	\$555,003	\$555,003	Terry Bosman	387 Birch Bay Lynden Rd	1.00	1
400225 182511 0000	\$710,742		Steve & Janel Schuyleman	371 Birch Bay Lynden Rd	4.41	
400225 187430 0000	\$188,116		Steve & Janel Schuyleman	Birch Bay Lynden Rd	2.79	
400225 193465 0000	\$696,135		357 Bbl LLC	357 Birch Bay Lynden Rd	2.00	
400225 205527 0000	\$561,972	\$561,972	Benjamin & Elizabeth De Boer	351 Birch Bay Lynden Rd	2.34	2.34
400225 207335 0000	\$183,657	\$183,657	City Of Lynden	Flynn Rd	32.61	32.61
400225 208483 0000	\$377,616	\$377,616	Thomas & Marla Entrikin	345 Birch Bay Lynden Rd	2.12	
400225 231445 0000	\$75,900	\$75,900	Thomas & Marla Entrikin	345 Birch Bay Lynden Rd	4.71	
400225 239467 0000	\$931,172	\$931,172	Garth Kooy	331 Birch Bay Lynden Rd	2.99	2.99
400225 241541 0000	\$677,623	\$677,623	Bruce & Teresa Isom	339 Birch Bay Lynden Rd	0.47	0.47

19.25 ac

400225 242528 0000	\$250,000	\$250,000	Garth & Andrea Kooy	Birch Bay Lynden Rd	0.43	0.43
400225 257479 0000	\$1,234,656	\$1,234,656	Duane & Arlene Scholten	321 Birch Bay Lynden Rd	4.62	4.62
400225 260541 0000	\$932,009	\$932,009	Michael & Devin Koenen	315 Birch Bay Lynden Rd	0.90	0.9
400225 284542 0000	\$129,938	\$129,938	Monty & Maureen Vandermay	Birch Bay Lynden Rd	0.57	0.57
400225 287521 0000	\$790,112	\$790,112	Paul & Carissa Hiemstra	293 Birch Bay Lynden Rd	0.87	0.87
400225 299524 0000	\$645,238		Josephine Mwaura	291 Birch Bay Lynden Rd	0.82	
400225 313489 0000	\$585,605	\$585,605	Monty & Maureen Vandermay	301 Birch Bay Lynden Rd	13.77	13.77
400225 317536 0000	\$969,463		Matt & Sarah Roosma	285 Birch Bay Lynden Rd	3.10	
400225 327438 0000	\$905,651		Nelva Bouma	8033 Flynn Rd	1.99	
400225 341453 0000	\$619,314	\$619,314	Peter & Bonita Debruin	8045 Flynn Rd	1.48	1.48
400225 344472 0000	\$294,416	\$294,416	John & Shona Doornbos	8053 Flynn Rd	1.35	1.35
400225 362448 0000	\$585,426		Joseph & Renee King	8049 Flynn Rd	0.70	
400225 368455 0000	\$624,243	\$624,243	Reid Partlow & Lynn Gustafson	8057 Flynn Rd	0.77	0.77
400225 374491 0000	\$882,429	\$882,429	Brandon Seutz & Holly Vavra	237 Bay Lyn Dr	1.35	1.35
400225 376467 0000	\$647,535	\$647,535	Leonard Van Beek	219 Bay Lyn Dr	3.54	3.54
Assessed Value	\$22,307,340	\$13,973,819		Acreage	278.70	149.88
		63%				54%

0.7 ac

EXHIBIT C



Article VI - Wetlands

Wellhead Protection Zones

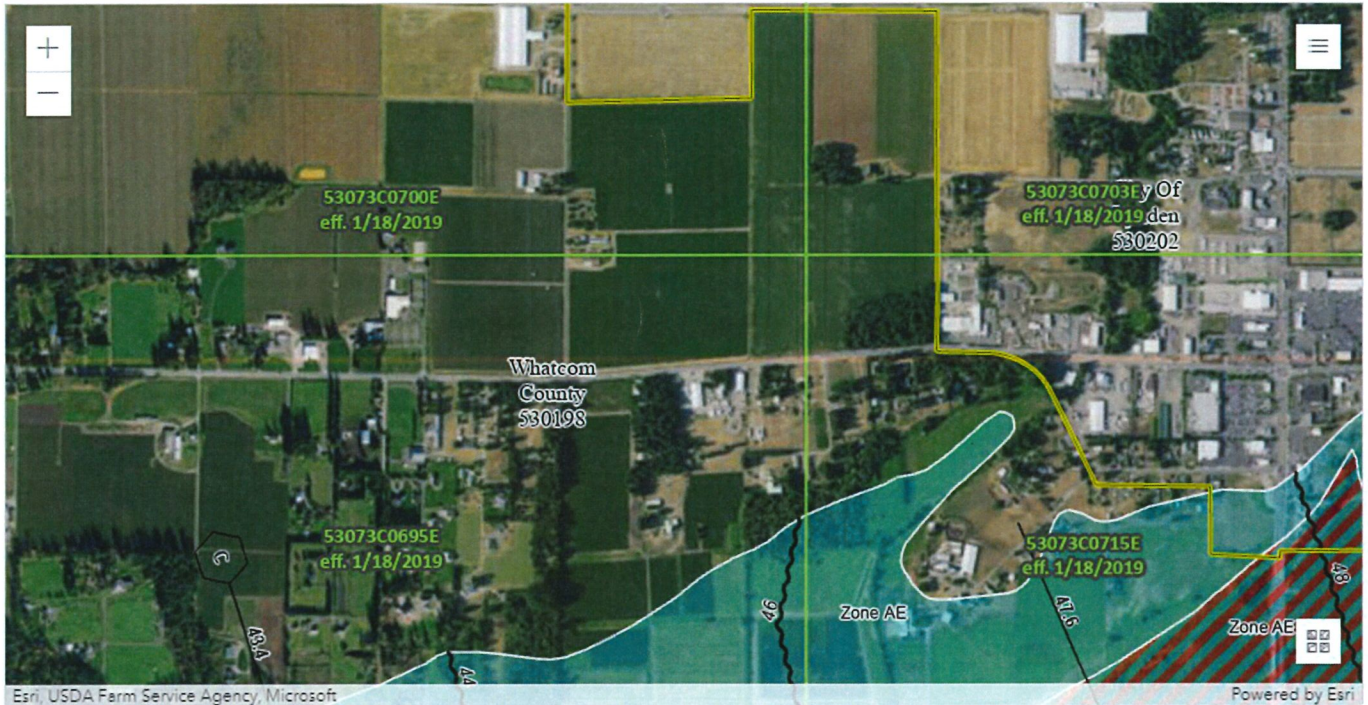
- Wetlands (Forested & Non-forested)
- Hydric Soil*

**(The definition of a hydric soil is a soil that formed under conditions of saturation, flooding or ponding long enough during the growing season to develop anaerobic conditions in the upper part. USDA NRCS)*

Administrative Boundaries

- City Jurisdiction
- Mt. Baker/Snoqualmie National Forest
- Lummi Nation Boundaries

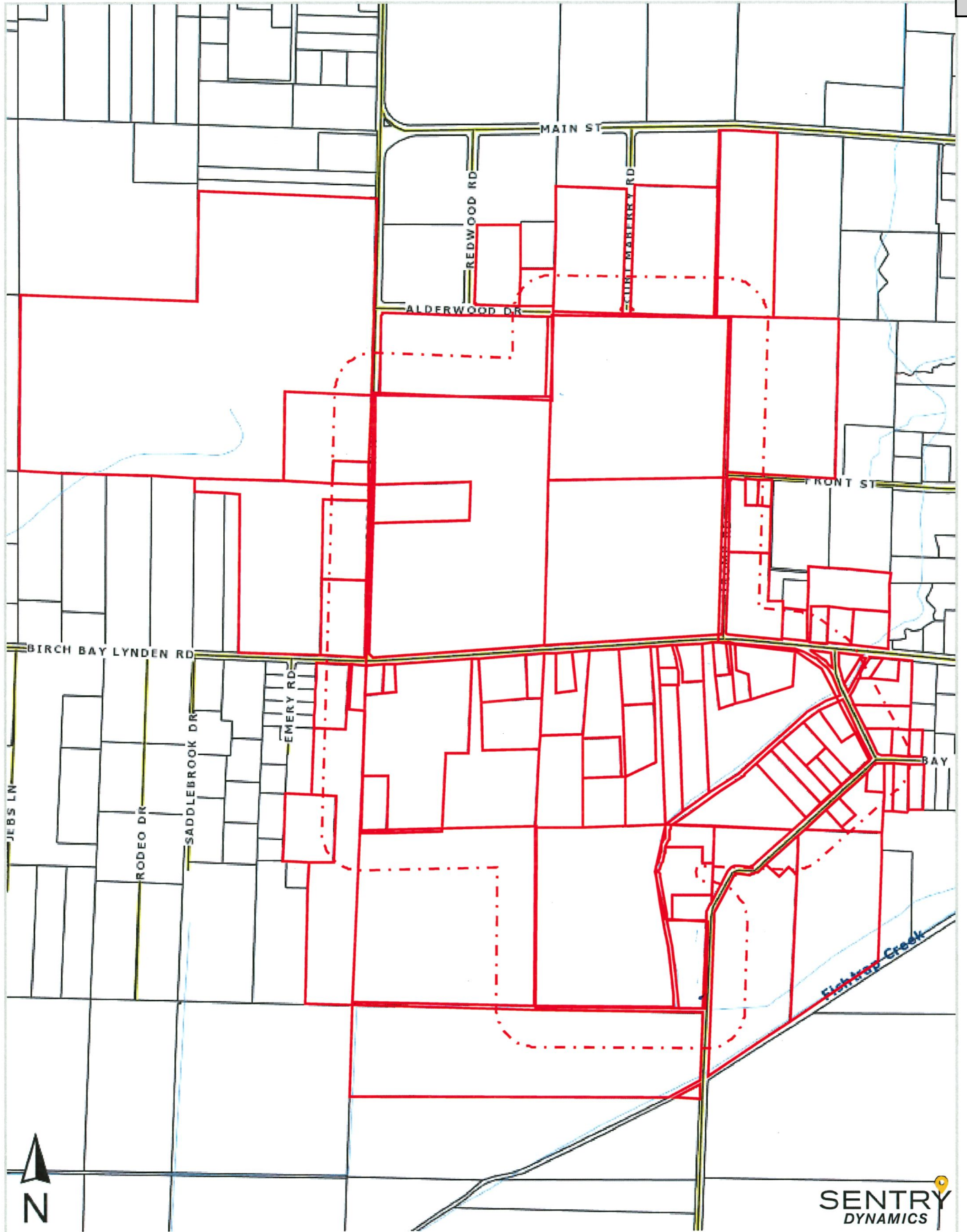
EXHIBIT D



- PIN**
 - Approximate location based on user input and does not represent an authoritative property location
- MAP PANELS**
 - Selected FloodMap Boundary
 - Digital Data Available
 - No Digital Data Available
 - Unmapped
- OTHER AREAS**
 - Area of Minimal Flood Hazard Zone X
 - Effective LOMRs
 - Area of Undetermined Flood Hazard Zone D
 - Otherwise Protected Area
 - Coastal Barrier Resource System Area

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone A, V, A99
 - With BFE or Depth
 - Regulatory Floodway Zone AE, AO, AH, VE, AR
- OTHER AREAS OF FLOOD HAZARD**
 - 0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee. See Notes, Zone X
 - Area with Flood Risk due to Levee Zone D

- OTHER FEATURES**
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
- GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall



Whatcom Land Title

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a



Current Floodplain Line (shown in blue)





April 4, 2024

CITY OF LYNDEN TECHNICAL REVIEW COMMITTEE STAFF REPORT

Re: The application of Northwest Surveying & GPS, Inc. for Annexation Application #24-01.

ANNEX #24-01, Southwest Lynden Annexation FINDINGS, CONCLUSIONS, AND RECOMMENDATION

I. APPLICATION SUMMARY AND RECOMMENDATIONS

Proposal: The request includes an application requesting an annexation that includes the remainder of the unincorporated UGA located at the southwestern edge of the City. This extends to the intersection of Birch Bay Lynden Road and Berthusen Road and encompasses approximately 279 acres.

Recommendation: The Technical Review Committee recommends approval of the proposed annexation request, subject to the conditions of approval described in the conclusions of this document.

II. PRELIMINARY INFORMATION

Applicant / Agent: Heather Mussard, Northwest Surveying & GPS

Property Owner: John Doornbos, William Vander Hage and D&S Land Holdings

Property Location: 279 acres in Lynden’s southwest unincorporated UGA

<u>Notice Information:</u>	Application Submitted:	February 6, 2024
	Notice of Application:	February 23, 2024
	Notice of SEPA determination:	N/A
	Notice of Hearing:	March 20, 2024
	Comment Period Ending:	April 3, 2024

SEPA Review: SEPA will be required at time of future development.

Southwest Lynden Annexation – TRC Report

Authorizing Codes, Policies, and Plans:

- Annexation Authority
 - RCW 35A.14.110 – Petition Method
 - RCW 35A.14.120 – Authority / Proceedings
 - RCW 35A.14.330 – Zoning regulation
 - RCW 35A.14.340 – Notice of Hearing

- Boundary Review Board – RCW 36.93

- Comprehensive Plan
 - Policy 2 E
 - Transportation Element
 - Pepin Creek Sub-Area

- LMC Chapter 17 Land Development
 - LMC Chapter 17.09, Review and Approval Process
 - LMC Chapter 17.09.040, Planning Commission Review and Recommendation

- Interlocal Agreement - Whatcom County Contract No. 202206018

III. PROJECT DESCRIPTION

The subject properties include approximately 279 acres located within Lynden’s urban growth area (UGA). This area has been slated for future residential and industrial development.

The proposed annexation action would encompass the remainder of the unincorporated UGA located at the southwestern edge of the City. If added, this would extend the City limits to the intersection of Birch Bay Lynden Road and Berthusen Road. The City’s Comprehensive Plan assigns land use within UGA areas while specific zoning categories are typically designated at the time of annexation. If annexed, the area would include properties that will accommodate Industrial and Medium-density Residential land uses to the City. The annexation area also includes the City-owned parcel that contains the West Lynden Regional Stormwater Pond which would be zoned Public Use (PU).

The west Lynden area represents opportunities for both residential and business growth near the commerce and transportation corridor of the Guide Meridian. The annexation area south of Birch Bay Lynden Road currently contains large-parcel single family lots

Southwest Lynden Annexation – TRC Report

and easterly properties in this area remain low density residential – accommodating single-family homes and possibly duplex housing types. Approximately 40 acres on the south of Birch Bay Lynden Road but at the western edge of the UGA is slated to become industrially zoned. This area, along with the new low-density residential would become part of the West Lynden Gateway Subarea. The large parcels north of Birch Bay Lynden Road will be zoned for Industrial uses but will be part of the West Lynden Commercial Sub-Area. Annexation at this scale facilitates a comprehensive and proactive planning approach for infrastructure and stormwater facilities that may be needed as this area develops or redevelops.

The Community Development Department can report that across the city there are, or are slated to be, approximately 224 single family residential lots available and approximately 477 multi-family units, which include the recent projects of Lions Gate PRD, Towns Edge Apartments, City Gate Mixed Use proposal, and the Riverwalk condominium development. There are a number of small subdivisions representing infill projects throughout the city that will also supply additional single family home lots.

Together, these numbers represent about three years’ worth of residential construction as the city has seen an annual average of 72 single-family units and 82 attached multi-family units.

IV. PUBLIC NOTICE AND COMMENT

Notice of Application: Formal legal notice for this application was published in the Lynden Tribune on March 20, 2024.

Public Comment Received:
Only one comment specific to the proposed annexation was received by Glen Tromp on March 29, 2024. Mr Tromp indicated his opposition to the annexation with no further details provided.

V. ANALYSIS AND CONSISTENCY WITH REGULATIONS

Policy 2E of the Comprehensive Plan reads as follows: ***“The City of Lynden will maintain a lot inventory, or land supply, sufficient for five years of growth, at the densities designated through the Comprehensive Plan. The City will also focus on the Boundary Review Board criteria for the recommendation of future annexations as well the issues of capital improvements and financing. Where the establishment of a logical boundary may cause the City to exceed the necessary acreage for the adopted land supply, the City will phase the zoning for***

development in order to maintain the five year supply of land zoned appropriately for development.

VI. TECHNICAL REVIEW COMMITTEE COMMENTS

This application does not include a development proposal and any future development of the site will require a new application and review process. The following are issues to consider while drafting future development plans.

1. The area of annexation falls within the West Lynden Commerce and West Lynden Gateway sub-areas. Future development will be subject to the associated sub-area plans as well as applicable development standards and associated impact fees.
2. Interlocal Agreement: Be advised, the City of Lynden is part of an Interlocal agreement with Whatcom County (Whatcom County Contract No. 202206018). This agreement addresses, among other things, requirements to reimburse the County for infrastructure improvements made while the area of annexation was within County jurisdiction. This may include a review of road / stormwater reimbursements, stormwater / drainage maintenance and ownership, special assessment, and developer reimbursement agreements which may be then assessed to the property owners within the annexation area. To date the City has reached out to Whatcom County to begin this discussion.
3. Any critical area buffers and restrictions related to development will be applied as outlined in the City’s critical area ordinance (LMC 16.16). Duffner Creek, a fish-bearing stream, flows through a section of the annexation area and has a 100 ft buffer associated with it. Furthermore, the Nooksack River floodplain touches the southern portion of some of the existing lots south of Birch Bay Lynden Road. Any development that impacts the floodplain would be subject to the City’s floodplain management regulations (LMC 16.12).
4. Water and Sewer: The area is within the City’s water and sewer comprehensive plans. All water and sewer extensions shall be made in accordance with these adopted plans. To ensure adequate sewer service to the proposed annexation area, future development may require participation in a new pump station or contributions toward the costs associated with the recently constructed Pump Station 17.
5. Water Rights: At the time of development, all properties will be required to transfer their water rights to the City of Lynden.

Southwest Lynden Annexation – TRC Report

- 6. Stormwater: This area is within the City’s Stormwater Comprehensive Plan. Be advised, a stormwater management plan prepared by a professional engineer will be required for new development and must be approved by the City of Lynden prior to approval of construction plans. An erosion control plan must be included in the drainage plan and construction plans as necessary.
 - a. All plans must be designed and constructed in compliance with the Department of Ecology’s Best Management Practices and the standards approved in the Manual for Engineering Design and Development Standards.
 - b. Existing businesses and farms may be subject to an inspection for stormwater source control to address potential stormwater quality concerns.
- 7. Transportation: This area is within the City’s Transportation Plan. Future development will be required to develop roadway networks consistent with this plan including but not limited to right-of-way requirements and easements along Tromp Road, Birch Bay Lynden Road, Bay Lyn Drive, Flynn Road and Berthusen Road.
- 8. Impact Fees: Future development will be subject to assessed fees in order to mitigate the impact that development will have on the City’s Park, Fire, and Transportation Systems. Some of these fees are due at the time of plat while others are assessed at the time of building permit.

VII. RECOMMENDATION

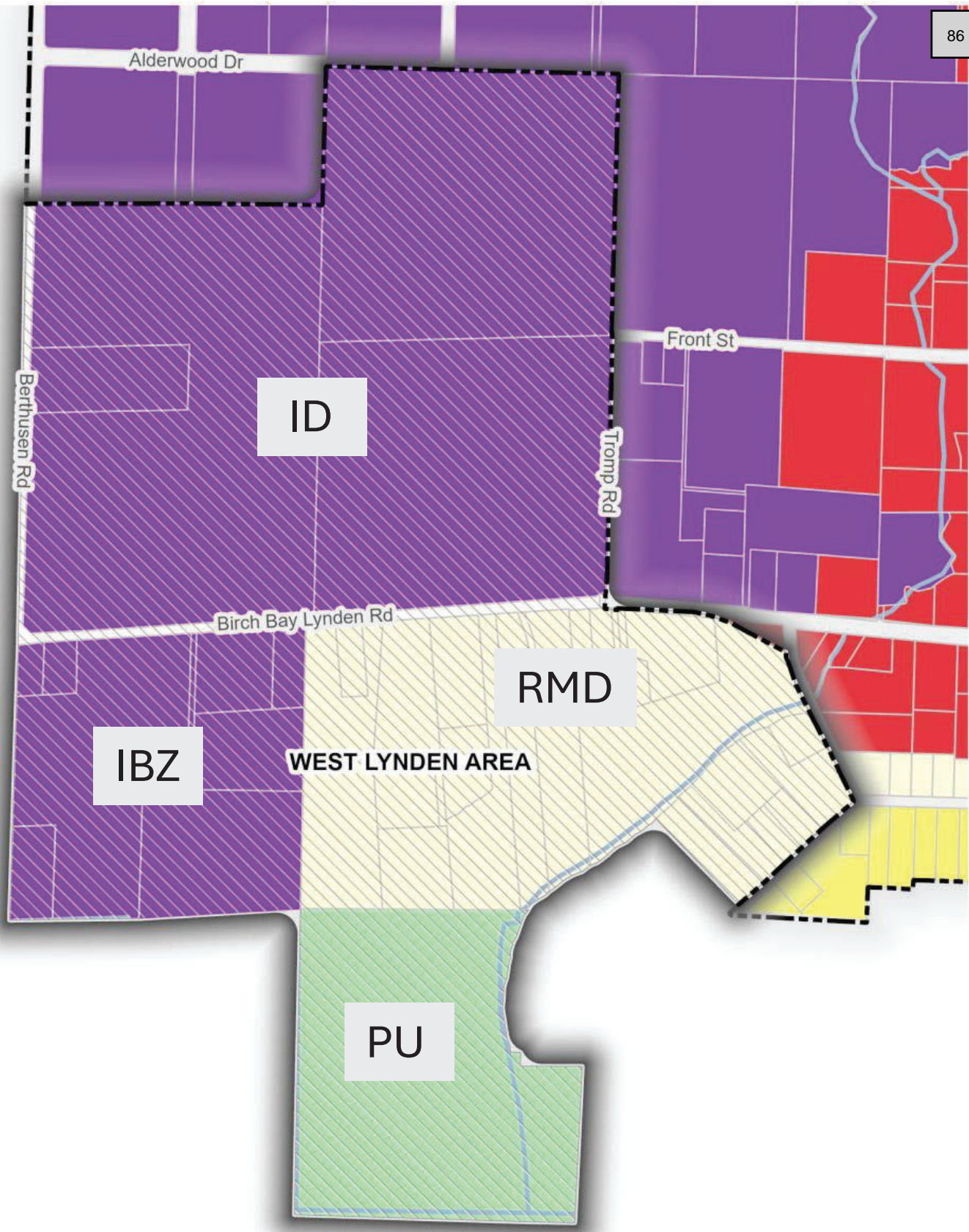
Approval of this proposed annexation does not release the applicant from any other local, State, or Federal statutes or regulations applicable to the application or proposed future development.

The Technical Review Committee (TRC) has concluded its review with a recommendation to approve the request to annex approximately 279 acres from the UGA into the City of Lynden subject to the conditions outlined in this report dated April 4, 2024. This is recommended on the condition that the City Council review and, if determined to be prudent, assess Whatcom County’s infrastructure improvement costs to the benefitting properties.

Additionally, the TRC suggests the Council consider the following zoning assignments:

Southwest Lynden Annexation – TRC Report

1. Residential Mixed Density (RMD) to the low-density residential property as it offers flexibility in lot sizes and may include duplex housing types; and
2. TRC recommends the industrially zoned properties south of Birch Bay Lynden Road be assigned Industrial Business Zone (IBZ) which is the industrial zone with lower impacts; and
3. The industrially zoned property north of Birch Bay Lynden Road be assigned Industrial District (ID) to accommodate the greatest number of industrial uses and to be consistent with nearby zoning.
4. The city-owned parcel be zoned Public Use (PU).

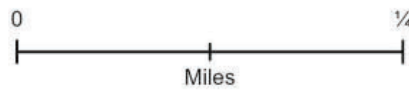


Future Land Use

- Residential, Low Density
- Residential, Medium Density
- Public
- Commercial
- Industrial

Features

- Urban Growth Area
- Lynden City Limits
- Street
- Water Ways



Maps provided or made available are produced from data maintained in the City of Lynden Geographic Information System ("GIS") by the Public Works Department. For further information regarding maps, data sources, or the availability of GIS products and services please contact the City of Lynden Public Works Department at (360) 354-3446.

USE OF CITY OF LYNDEN'S GIS DATA AND MAPPING IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT: The City of Lynden disclaims any warranty associated with this data/map for any particular purpose, either express or implied. No representation or warranty of any kind is made concerning the accuracy, currency, completeness, or quality of this data/map. Any user of this data/map assumes all responsibility for its use and accuracy, and further agrees to release and hold the City of Lynden harmless from and against any damage, loss, or liability arising from any use of this data/map.

CITY OF LYNDEN
PLANNING COMMISSION RESOLUTION #24-02

**A resolution of recommendation to the Lynden City Council for approval of the
SW Lynden Annexation #24-01**

WHEREAS, Northwest Surveying and GPS, hereinafter called the "Proponent," submitted a complete application to the City of Lynden, hereinafter called the "City," for the annexation of approximately 279 acres into the City of Lynden described as the southwest unincorporated Urban Growth Area of Lynden. , hereinafter referred to as "the Property"; and

WHEREAS, the Property is legally described as:

All that portion of the north half of the northwest quarter of section 25, township 40, range 2 east of W.M, together with all that portion of the northwest quarter of the northeast quarter of said section 25, lying northwesterly of the north right-of-way line of Flynn Road and westerly of the west right-of-way line of Bay Lyn Road and southerly of the south right-of-way line of Birch Bay Lynden road; except that portion of the northeast quarter of the northwest quarter and the northwest quarter of the northwest quarter lying southerly and easterly of the easterly and southerly bank of the unnamed creek and lying southwesterly of the following described line:

Commencing at the point of intersection of the southwesterly line of Whatcom County Road No. 51 and the northwesterly line of Whatcom County Road No. 79; thence south 51° 09' west along the northwesterly line of County Road No. 79 a distance of 672.6 feet to the true point of beginning of this line description; thence north 38°51' west a distance of 568 feet more or less to the southerly bank of said unnamed creek and the terminus of this line description.

Together with the southeast quarter of the northwest quarter of section 25, township 40 north, range 2 east of W.M., except the following described tract:

Beginning at the northeast corner of said quarter quarter; thence south along the east line 726 feet; thence west 339 feet, more or less, to the east bank of Duffner Ditch; thence north and easterly along the east side of Duffner Ditch to the north line of said quarter quarter; thence east along the north line of said quarter quarter 342 feet, more or less, to the point of beginning, less roads and less ditches. Also, except County Road No. 79, commonly known as Flynn Road, along the east line of said quarter quarter.

Together with the southwest quarter of section 24, township 40 north, range 2 east of W.M.; less the north half of the northwest quarter of said southwest quarter. Together with the east 18 feet of the east half of the southeast quarter of section 23, township 40 north, range 2 east of W.M., except the north half of the north half of said southeast quarter situate in Whatcom County, Washington.

WHEREAS, the Property is within the City’s Urban Growth Boundary, identified in the Lynden Comprehensive Plan, and may be annexed under RCW 35A.14.110; and

WHEREAS, the Property as per the adopted future land use map has been slated for future residential and industrial development within the zoning categories of RMD (Residential Mixed-Density), IBZ (Industrial Business Zone), ID (Industrial District), and PU (Public Use).

WHEREAS, the application was endorsed by more than 60% of the assessed valuation in the proposed annexation area; and

WHEREAS, the City notified the Proponent of the application’s completeness on February 27, 2024, and the legal notice of application and public hearing was published by the Lynden Tribune on March 20, 2024; and

WHEREAS, the Proponent has provided the City with an affidavit for the posting of the notice of application and public hearing in three locations near the subject property and the receipts for the certified mailing of said notice to all property owners within three hundred feet of the subject property; and

WHEREAS, upon annexation, the property will be zoned RMD (Residential Mixed-Density), IBZ (Industrial Business Zone), ID (Industrial District), and PU (Public Use); and

WHEREAS, the public interest will be served by this annexation to allow for the accommodation of future growth and represents opportunities for both residential and industrial development; and

WHEREAS, the development within the annexed area will be required to make appropriate provisions for public health, safety and general welfare; and

WHEREAS, development within the annexed area must provide appropriate provisions for public open spaces, roads, streets, sidewalks and alleys as described in the City of Lynden Comprehensive Plan, the West Lynden Gateway Subarea Plan, the West Lynden Commercial Subarea plan, the Transportation Element, and the Lynden Municipal Code; and

WHEREAS, development within the annexed area must make appropriate provisions for public drainage ways, potable water supplies, and sanitary waste and development here will be required to provide extensions of public utilities; and

WHEREAS, development within the annexed area must make appropriate provisions for parks, recreation playgrounds, schools and school grounds; and

WHEREAS, the proposed annexation will not have an adverse effect on the finances, debt structure, or contractual obligations and rights of other governmental units, except for a small reduction in the Whatcom County tax base; and

WHEREAS, the proposed annexation shall be taxed or assessed to pay its share of any indebtedness of the City of Lynden, Washington, contracted prior to or existing at the date of this annexation, and

WHEREAS, the proposed annexation is logically served by the City of Lynden and will therefore preserve logical service areas; and

WHEREAS, the proposed annexation will concentrate urban development within the city limits and thereby reduce sprawl, consistent with objectives of the Growth Management Act; and

WHEREAS, adequate governmental services and controls in the proposed annexation area can be most efficiently be provided by the City of Lynden; and

WHEREAS, The Planning Commission understands that there are some properties within the annexation area that are used agriculturally and once brought into the City will be considered existing non-conforming. As per LMC 19.35.010, nonconforming uses which lawfully exist at the time of the final passage of this ordinance, are permitted to continue and to be maintained and operated. Additional regulation as to conformance, maintenance and vacancy can be found in LMC Chapter 19.35 – Nonconforming Uses.

WHEREAS, the proposed annexation area is protected by the Right-To-Farm Disclosure Statement as outlined in LMC 17.23.040 (B). This section of code is meant to acknowledge properties that are within or near designated agriculture lands on which a variety of commercial activities may occur that are not compatible with residential development for certain periods of limited duration. The city of Lynden and Whatcom County has determined that the use of real property for agricultural operations is a high priority and favored use and will not consider to be a nuisance those inconveniences or discomforts arising from farm operations, if such operations are consistent with commonly accepted good management practices and otherwise comply with local, state, and federal laws.

WHEREAS, the City’s Technical Review Committee has reviewed the request for the annexation of property and has provided the following findings and recommendations to the Planning Commission in a report dated April 4, 2024, and

1. The subject property is located within the City of Lynden’s Urban Growth Area (UGA) and has been determined by the City to be an appropriate location for future low density residential and industrial development. Upon annexation, the property is suggested to be zoned as Residential Mixed Density (RMD), Industrial Business Zone (IBZ), Industrial District (ID), and PU (Public Use).
2. The area of annexation falls within the West Lynden Commerce and West Lynden Gateway sub-areas. Future development will be subject to any associated sub-area plans as well as applicable development standards and impact fees.

3. Any critical area buffers and restrictions related to development will be applied as outlined in the City's critical area ordinance (LMC 16.16). Duffner Creek, a fish-bearing stream, flows through a section of the annexation area and has a 100 ft buffer associated with it. Furthermore, the Nooksack River floodplain touches the southern portion of some of the existing lots south of Birch Bay Lynden Road. Any development that impacts the floodplain would be subject to the City's floodplain management regulations (LMC 16.12).
4. Water and Sewer: The area is within the City's water and sewer comprehensive plans. All water and sewer extensions shall be made in accordance with these adopted plans. To ensure adequate sewer service to the proposed annexation area, future development may require participation in a new pump station or contributions toward the costs associated with the recently constructed Pump Station 17.
5. Water Rights: At the time of development, all properties will be required to transfer their water rights to the City of Lynden.
6. Stormwater: This area is within the City's Stormwater Comprehensive Plan. Be advised, a stormwater management plan prepared by a professional engineer will be required for new development and must be approved by the City of Lynden prior to approval of construction plans. An erosion control plan must be included in the drainage plan and construction plans as necessary.
 - a. All plans must be designed and constructed in compliance with the Department of Ecology's Best Management Practices and the standards approved in the Manual for Engineering Design and Development Standards.
 - b. Existing businesses and farms may be subject to an inspection for stormwater source control to address potential stormwater quality concerns.
7. Transportation: This area is within the City's Transportation Plan. Future development will be required to develop roadway networks consistent with this plan including but not limited to right-of-way requirements and easements along Tromp Road, Birch Bay Lynden Road, Bay Lyn Drive, Flynn Road and Berthusen Road.
8. Impact Fees: Future development will be subject to assessed fees in order to mitigate the impact that development will have on the City's Park, Fire, and Transportation Systems. Some of these fees are due at the time of plat while others are assessed at the time of building permit.
9. Interlocal Agreement: Be advised, the City of Lynden is part of an Interlocal agreement with Whatcom County (Whatcom County Contract No. 202206018). This agreement addresses, among other things, requirements to reimburse the County for infrastructure improvements made while the area of annexation was within County jurisdiction. This may include a review of road / stormwater

reimbursements, stormwater / drainage maintenance and ownership, special assessment, and developer reimbursement agreements which may be then assessed to the property owners within the annexation area. To date the City has reached out to Whatcom County to begin this discussion.

WHEREAS, the Lynden Planning Commission held a public hearing on April 25, 2024, at the Lynden City Hall Annex, 205 4th Street, Lynden, Washington, to accept public testimony on the proposed annexation, and that meeting was duly recorded;

WHEREAS, the Lynden Planning Commission reviewed the criteria listed in LMC 17.09.040(C) and found that the application meets the requirements relevant to the proposal.

NOW THEREFORE, the Planning Commission having reviewed the recommendations of the Technical Review Committee makes the following findings of fact:

- 1. The requested annexation is located within the City of Lynden’s Urban Growth Area and is therefore eligible for annexation; and
- 2. The zoning identified for the annexation is consistent with the area and the Comprehensive Plan.

BE IT RESOLVED by the Lynden Planning Commission to recommend to the City Council the approval of the *SW Lynden Annexation #24-01*, as requested, by a vote of 4-0, and further subject to the Technical Review Committee Report dated April 4, 2024, and if determined to be prudent, assess Whatcom County’s infrastructure improvement costs to the benefiting properties. In addition, the following zoning assignments are recommended:

- 1. Low density residential properties be zoned as Residential Mixed Density (RMD).
- 2. Industrial property south of Birch Bay Lynden Rd be zoned Industrial Business (IBZ).
- 3. Industrial property north of Birch Bay Lynden Rd be zoned as Industrial District (ID).
- 4. The city-owned parcel / West Lynden Regional Pond be zoned as Public Use (PU).

PASSED by the Planning Commission of the City of Lynden by of vote of 4 supporting and 0 opposing at their regular meeting held the 25th day of April 2024.

Tim Faber, Chair
Lynden Planning Commission

Heidi Gudde, Director
Community Development Department

CITY OF LYNDEN



COMMUNITY DEVELOPMENT DEPARTMENT
Heidi Gudde, Director
360-354-5532

PLANNING COMMISSION MEETING MINUTES

7:00 PM April 25, 2024
City Hall Annex

1. CALL TO ORDER

2. ROLL CALL

Present:, Tim Faber, Darren Johnson, Jim Kaemingk, and Blair Scott

Absent: Khush Brar and Hollie Lyons with notice

Staff Present: Gudde, Planning Director, Timmer, Planner and Samec, Planner, Mark Sandal, Public Works

3. APPROVAL OF MINUTES

A. February 22, 2024 Scott motion / 2nd Kaemingk 4-0

4. PUBLIC HEARING

A. Annexation #24-01 – SW Lynden Annexation

Gudde addressed the Commission and gave an overview of the proposed annexation. Annexation process – petition granted by City Council, then can collect signatures from landowners within the requested area. Signatures must be collected from 60% of assessed value of the properties within that area. Then an application can be submitted to the city. Application is deemed complete and goes to a public hearing with the Planning Commission. They give a recommendation for accept, reject or modify the proposal. It then would go to Council for a resolution of intent.

Questions for the PC tonight is zoning designations, indebtedness.

The subject properties include approximately 279 acres located within Lynden’s urban growth area (UGA). This area has been slated for future residential and industrial development.

The proposed annexation action would encompass the remainder of the unincorporated UGA located at the southwestern edge of the City. If added, this would extend the City limits to the intersection of Birch Bay Lynden Road and Berthusen Road. The City’s Comprehensive Plan assigns land use within UGA areas while specific zoning categories are typically designated at the time of annexation. If annexed, the area would include properties that will accommodate Industrial and Medium-density Residential land uses to

the City. The annexation area also includes the City-owned parcel that contains the West Lynden Regional Stormwater Pond which would be zoned Public Use (PU).

The west Lynden area represents opportunities for both residential and business growth near the commerce and transportation corridor of the Guide Meridian. The annexation area south of Birch Bay Lynden Road currently contains large-parcel single family lots and easterly properties in this area remain low density residential – accommodating single-family homes and possibly duplex housing types. Approximately 40 acres on the south of Birch Bay Lynden Road but at the western edge of the UGA is slated to become industrially zoned. This area, along with the new low-density residential would become part of the West Lynden Gateway Subarea. The large parcels north of Birch Bay Lynden Road will be zoned for Industrial uses but will be part of the West Lynden Commercial Sub-Area. Annexation at this scale facilitates a comprehensive and proactive planning approach for infrastructure and stormwater facilities that may be needed as this area develops or redevelops.

The Community Development Department can report that across the city there are, or are slated to be, approximately 224 single family residential lots available and approximately 477 multi-family units, which include the recent projects of Lions Gate PRD, Towns Edge Apartments, City Gate Mixed Use proposal, and the Riverwalk condominium development. There are a number of small subdivisions representing infill projects throughout the city that will also supply additional single family home lots.

Together, these numbers represent about three years' worth of residential construction as the city has seen an annual average of 72 single-family units and 82 attached multi-family units.

The TRC Report highlights the following:

This annexation does not include a development proposal and any future development of the site will require a new application and review process.

Policy 2E of the Comprehensive Plan reads as follows: “The City of Lynden will maintain a lot inventory, or land supply, sufficient for five years of growth, at the densities designated through the Comprehensive Plan. The City will also focus on the Boundary Review Board criteria for the recommendation of future annexations as well the issues of capital improvements and financing. Where the establishment of a logical boundary may cause the City to exceed the necessary acreage for the adopted land supply, the City will phase the zoning for development in order to maintain the five year supply of land zoned appropriately for development.

The TRC has concluded its review and suggests the following zoning assignments:

1. Residential Mixed Density (RMD) to the low-density residential property as it offers flexibility in lot sizes and may include duplex housing types; and

2. TRC recommends the industrially zoned properties south of Birch Bay Lynden Road be assigned Industrial Business Zone (IBZ) which is the industrial zone with lower impacts; and
3. The industrially zoned property north of Birch Bay Lynden Road be assigned Industrial District (ID) to accommodate the greatest number of industrial uses and to be consistent with nearby zoning.
4. The city-owned parcel be zoned Public Use (PU).

Speaking in Favor:

Heather Mussard, 407 5th Street, Lynden - Representative

Mussard, NW Survey agent for property owners. Followed the process to be able to submit the application. As the application shows, the numbers are there.

Speak in Favor:

John Doornbos, resident of Lynden. 805 Flynn Road. Personal reason for doing so, property already has city water. Septic (1.35 acres) cannot handle additional development or new home. Annexation would provide opportunity for development and connecting to City services. Would rather work with the City than the county in pursuing permits. Property value would increase. City fire and police would be responding units. For other properties, no one would be forced to develop or change right away, but offers opportunity for development if so choose.

Will Vander Hage: Whatcom Manufacturing. Water in the area is not good. Would benefit from being able to connect to city services.

Speaking in Opposition:

Steve Schyluman, 371 Birch Bay Lynden Road - doesn't want City oversight. Won't be able to raise livestock, chickens, etc.

Dave Vesper: 357 Birch Bay Lynden Road. Doesn't want to connect to services, or see any benefit to being in the city.

Nelva Bouma: Doesn't want the pond to be negatively impacted (bird habitat) by future construction or potential expansions.

- Gudde describes some of aspects of stormwater detention at the pond. No anticipated changes to the existing pond, would be difficult. It may be possible for additional capacity on the property or nearby but would have to go through.

Question regarding animals: number of animals per acre. Types of animals which are allowed size of property.

Commissioner Scott asks about non-conforming uses at this time.

Janelle Schyluman – farming. Possible to zone or include language in the ordinance that would allow them to remain farming.

John Doornbus – Encourage city to be clear on those existing uses to remain. Suitability of development per specific lot. Development must meet standards that already exist.

Dave Esper - currently rent space for RVs. Would seek to allow these uses in the future.

Joe King 8049 Flynn Road – Neighbor has animals. Can a signed petition be retracted? Is it possible to stop this at this time? Improvements – when do those happen? Existing easements? Against the annexation.

- At time of development. The standards proposed would be considered and determined when property is developed.

Katie Es 357 Birch Bay Lynden Road – Can I submit written comments? Water rights? What happens with adjudication?

Yes, the city would transfer those water rights at time of development. In some cases, wells can remain for irrigation purposes.

Public Hearing closed.

Questions from the Commissioners:

Darren Johnson – Can we clarify existing uses and protect those uses in some way?

Animal uses, right to farm clause, city council, pace of development – extending services, roads, etc. size of annexation – long term growth.

Decision process: Code questions – 6 points regarding findings for the Planning Commission.

- 1) Development is consistent the Comprehensive Plan. Yes
- 2) Open space, drainage, etc: NA
- 3) Adaquately mitigates issues with Code: NA
- 4) Beneficial to public health, welfare: Yes
- 5) Does not lower level of service: NA
- 6) Areas proposed for dedication: NA

Scott motioned to close the public hearing. Seconded by Johnson and the motion passed, 4-0.

The Commission reviewed the analysis for annexation:

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.

The Commission also reviewed the 6 criteria listed under 17.09.040 (C).

1. The development is consistent with the comprehensive plan and meets the applicable requirements and intent of this code. **Yes, this area is included in the UGA for future growth.**
2. The development makes adequate provisions for open space, drainage ways, streets and other public ways, transit stops, water supply, sanitary wastes, parks and recreation facilities, playgrounds, sites for schools and school grounds. **N/A**
3. The development adequately mitigates impacts identified under Titles 16 through 19. **Yes.**
4. The development is beneficial to the public health, safety and welfare and is in the public interest. **Yes.**
5. The development does not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan, and fully complies with Chapter 17.15 of the city code. **N/A.**
6. The area, location and features of land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development and are proportional to the impacts created by the development. **N/A.**

No further comments from the Commission.

Johnson motioned to recommend the Southwest Lynden Annexation #24-01, to the City Council subject to the Technical Review Committee Report dated April 4, 2024, and if determined to be prudent, assess Whatcom County’s infrastructure improvement costs to the benefitting properties. In addition, the following zoning assignments are recommended:

- 1. Low density residential properties be zoned as RMD**
- 2. Industrial property south of Birch Bay Lynden Road be zoned as _____IBZ_____.**
- 3. Industrial property north of Birch Bay Lynden Road be zoned as ___ID_____ .**
- 4. The city-owned parcel used for the West Lynden Regional Stormwater Pond be zoned _PU_____**

Scott proposed a friendly amendment as a recommendation to property owners to document existing uses via zoning verification letter with City Hall so it is clear at this time.

Seconded by Kaemingk, and the motion passed 4-0.

Next meeting will be on May 9, 2023, topic will be LMC 19.33, Lynden Sign Code.

Comp Plan update underway. Consultants on board - just getting started. Vision, public participation.

Permitting software transition is beginning. Smartgov – by end of the year.

5. ADJOURNMENT

Scott motioned to adjourn the meeting at 9:10. Seconded by Kaemingk and the motion passed, 4-0.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 6, 2024	
Name of Agenda Item:	Special Events Application – Street Closure	
Section of Agenda:	New Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: _per policy_____
Legal Review:	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	Special Event Application	
Summary Statement:	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.	
Recommended Action:	City Council can accept, reject to modify the request for this event. If approved, Council should make a motion to allow the City Administrator to sign the permit.	

CITY OF LYNDEN
ADMINISTRATION DEPARTMENT
(360) 354 - 1170



Special Event Application

Application must be submitted, and requirements met three (3) weeks
PRIOR to the scheduled event.

CITY USE ONLY: PERMIT NO. 2024.3

Person/Organization that will be present at the Event/Parade

Name:	Jansen Art Center
Street Address:	321 Front Street
City, State, ZIP	Lynden, WA 98264
Contact Phone No.:	360-354-3600

Person/Chair in Charge of Event - **NOTE:** If applying on behalf of a person or organization, applicant must provide a written statement authorizing the applicant to apply for the permit on the person/organization's behalf.

Name:	Amanda Slusser
Street Address:	321 Front Street
City, State, ZIP	Lynden, WA 98264
Contact Phone No.:	360-354-3600

Availability

Date(s) of the Event/Parade: July 27, 2024

Hours of duration?	Start <u>10</u>	A.M. <input checked="" type="radio"/> P.M. <input type="radio"/>	Finish <u>8</u>	A.M. <input type="radio"/> P.M. <input checked="" type="radio"/>
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Detailed Description of Event/Parade:

Front Street Arts Festival. An arts festival with booths, live art demos, beer garden, food trucks, music, and a kids interactive art area. We will order street barricades the two weeks prior to the event from Public Works.

Location to be held or the route to be traveled; the starting point and the termination point:

150ft in front of Jansen Art Center. Between 4th street and the parking lot in between Jansen and Syros. Plus the parking lot across the street by the public restrooms.

Specify whether the Event/Parade will occupy all or only a portion of the width of any streets to be used:

Festival will occupy the full width of Front street

Anticipated Number of Persons: 500

Number of Animals: <u>0</u>	Type of Animals:
Number of Vehicles: <u>0</u>	Type of Vehicles:

Location, by Streets of any assembly areas for event, and the time such assembly will begin:
Assembly will take place at 6am at 321 Front Street

Insurance:
Will Alcohol be sold at this event? Yes _____ or No X

The required insurance must be obtained and attached to this application before permit can be issued.

Vendor agrees to maintain, at their own expense, for the benefit of the City of Lynden, as additional insured, insurance against liability for damage or loss and against liability for personal injury or death, arising from acts or omissions of vendor, its agents, and employees. Such policy or policies shall contain a provision whereby the City of Lynden must receive at least thirty (30) days prior written notice of any cancellation of Vendor's insurance coverage. Prior to the commencement of the Agreement, Vendor shall deliver to the City of Lynden certificates or binders evidencing the existence of the insurance required herein indicating the City as an additional insured. Failure to provide proof of the insurance at any time to the satisfaction of the City of Lynden shall be grounds for termination of this Agreement.

Vendor shall provide insurance coverage in amounts not less than the following:

- a. Combined single limit of one million dollars; or
- b. One million dollars per occurrence/two million dollars aggregate

Annual Permits:

In order to obtain a reoccurring/annual permit, the applicant must notify the City Administrator in writing no less than sixty days prior to the event. In addition to providing the current date upon which the event will be held, the applicant must inform the City Administrator, on an annual basis, of any changes between the previous year and the current year.

Is this Event: One-time Occurrence Annual Permit

Special Event Intake Checklist

When applicable - Attach copies of:	Applicant to Submit	City Received
Special Event Application	<input type="checkbox"/>	<input type="checkbox"/>

Application Fee

\$25 Upon Submittal	<input type="checkbox"/>	<input type="checkbox"/>
\$75 Upon Approval	<input type="checkbox"/>	<input type="checkbox"/>
Site Diagram	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Route Map	<input type="checkbox"/>	<input type="checkbox"/>
Security Plan (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>
City of Lynden Business License	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Department Permit(s)	<input type="checkbox"/>	<input type="checkbox"/>
Applicable Parks Fee (Varies)	<input type="checkbox"/>	<input type="checkbox"/>
Right-of-Way / Street Use Permit	<input type="checkbox"/>	<input type="checkbox"/>
Temporary Structure Permit (Including Inflatable Insurance)	<input type="checkbox"/>	<input type="checkbox"/>
Proof of Insurance Certificate with Endorsement Naming the City of Lynden as additional insured	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Private Property Event –Letter from property owner acknowledging their approval of the event	<input type="checkbox"/>	<input type="checkbox"/>
Washington State Liquor Control Board Permit (45 days prior to Event). A copy is required, and the applicant/vendor must display the permit.	<input type="checkbox"/>	<input type="checkbox"/>
Whatcom County Health Department Food Permit - A copy is not required. The Applicant/vendor must display the permit.	<input type="checkbox"/>	<input type="checkbox"/>

For City Use Only- Applicant Do NOT Complete

Approved Denied

Fire Chief Signature _____ Date _____
Comments/Requirements: _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

Police Chief Signature _____ Date _____
Comments/Requirements: _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

Mark Samdal _____ *April 24, 2009* _____
Public Works Department Signature _____ Date _____
Comments/Requirements: _____

- ① All food trucks shall have ^{City} vendor permits.
- ② Access to public bathrooms cant be obstructed
- ③ Access to parking lot east of Jansen cant be obstructed

For City Use Only- Applicant Do NOT Complete

Approved Denied

Other Department Signature _____ Date _____
Comments/Requirements: _____
④ PW cant approve special event closure
⑤ Detour shall stand at 3rd
⑥ Provide traffic control plan for review of approval

For City Use Only- Applicant Do NOT Complete

Approved Denied

City Administrator Signature _____ Date _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

Fire Chief Signature _____ Date _____
Comments/Requirements: _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

Steve Taylor _____ Date *4/16/25*
Police Chief Signature _____
Comments/Requirements: _____

*Double checked w/ Amanda Slusser - there will be no
Alcohol/Beer Garden.*

For City Use Only- Applicant Do NOT Complete

Approved Denied

Public Works Department Signature _____ Date _____
Comments/Requirements: _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

Other Department Signature _____ Date _____
Comments/Requirements: _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

City Administrator Signature _____ Date _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

Mike Billie 4/15/24

Fire Chief Signature Date

Comments/Requirements:

For City Use Only- Applicant Do NOT Complete

Approved Denied

Police Chief Signature Date

Comments/Requirements:

For City Use Only- Applicant Do NOT Complete

Approved Denied

Public Works Department Signature Date

Comments/Requirements:

For City Use Only- Applicant Do NOT Complete

Approved Denied

Other Department Signature Date

Comments/Requirements:

For City Use Only- Applicant Do NOT Complete

Approved Denied

City Administrator Signature Date

For City Use Only- Applicant Do NOT Complete

Approved Denied

Fire Chief Signature _____ Date _____
Comments/Requirements: _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

Police Chief Signature _____ Date _____
Comments/Requirements: _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

Public Works Department Signature _____ Date _____
Comments/Requirements: _____

For City Use Only- Applicant Do NOT Complete

Approved Denied

[Signature] PARKS DEPT. 4/16/24
Other Department Signature _____ Date _____
Comments/Requirements: _____

*EVENT SHOULD PROVIDE THEIR OWN TRASH RECEPTACLES AND
REMOVAL WITHOUT USING NEAREST TRASH RECEPTACLES IN CENTENNIAL PARK.*

For City Use Only- Applicant Do NOT Complete

Approved Denied

City Administrator Signature _____ Date _____



STATE OF WASHINGTON

BUSINESS LICENSE

Nonprofit Corporation

JANSEN ART CENTER
321 FRONT STREET
LYNDEN WA 98264-1918

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Apr 04, 2024
Unified Business ID #: 603134771
Business ID #: 001
Location: 0001
Expires: Aug 31, 2024

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:
LYNDEN GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:
JANSEN ART CENTER

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603134771 001 0001

Expires: Aug 31, 2024

JANSEN ART CENTER
321 FRONT STREET
LYNDEN WA 98264-1918

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
LYNDEN GENERAL BUSINESS - ACTIVE

IMPORTANT!

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY
BEFORE POSTING THIS LICENSE**

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

CITY OF LYNDEN
POLICE DEPARTMENT
(360) 354 - 2828



SPECIAL EVENTS FUN RUN SAFETY QUESTIONS

The City of Lynden Police Department is glad to assist you with your event as our workforce and call load allow. There are a few questions that may help you and the city prepare as you organize your event. We would like to ensure that race day goes very smoothly and safely for everyone.

- 1) If the route crosses another roadway at the beginning or the end of a race, how will traffic be controlled as the distance between stragglers/runners might be extended significantly?
- 2) How will traffic be controlled as runners cross intersecting roadways?
- 3) How will runners be instructed to remain out of the roadway, and how will the instruction be enforced?
- 4) Will there be spotters moving along the route on bikes at the front, and the rear as stragglers begin to spread the field?
- 5) Will the intersections along the course of the run be staffed with volunteers/flaggers wearing traffic vests?
- 6) Will there be cones or other delineators marking the course in order to help contain the runners from gradually moving into the roadway?
- 7) If a roadway contains an "S" curve, runners will commonly try and straighten the curves by crossing the roadway. This obviously becomes a safety concern. How will this issue be addressed?
- 8) Will there be stations for refreshments as the runners move along the course that may cause a group to form, or become a traffic problem?

We wish you and all the organizers a great race day!

Issue Date 4/10/2024

Cert #:0000046101

Non Profit Insurance Program Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

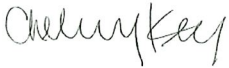
PRODUCER Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	COMPANIES AFFORDING COVERAGE GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED Jansen Art Center 321 Front Street Lynden, WA 98264	PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-14	6/1/2023	6/1/2024	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM INCLUDES STOP GAP				PER MEMBER AGGREGATE	\$10,000,000
				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
				ANNUAL POOL AGGREGATE	\$50,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-14	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A 350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-14	6/1/2023	6/1/2024	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
				ANNUAL POOL AGGREGATE	NONE
(PROPERTY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)					
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-14	6/1/2023	6/1/2024	PER CLAIM	\$5,000,000
				ANNUAL POOL AGGREGATE	\$40,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding permit for use of Front Street for Front Street Arts Festival held July 27th, 2024. City of Lynden is named as Additional Insured as respects General Liability regarding this permit use only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. Coverage is contingent upon successful renewal of the 24-25 NPIP policy.					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER City of Lynden 300 4th Street Lynden, WA 98264	AUTHORIZED REPRESENTATIVE 
---	---

Will be providing an updated ins. certificate.

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-14	Endorsement Effective 6/1/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

City of Lynden
300 4th Street
Lynden, WA 98264

Regarding permit for use of Front Street for Front Street Arts Festival held July 27th, 2024. City of Lynden is named as Additional Insured as respects General Liability regarding this permit use only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. Coverage is contingent upon successful renewal of the 24-25 NPIP policy.

A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:

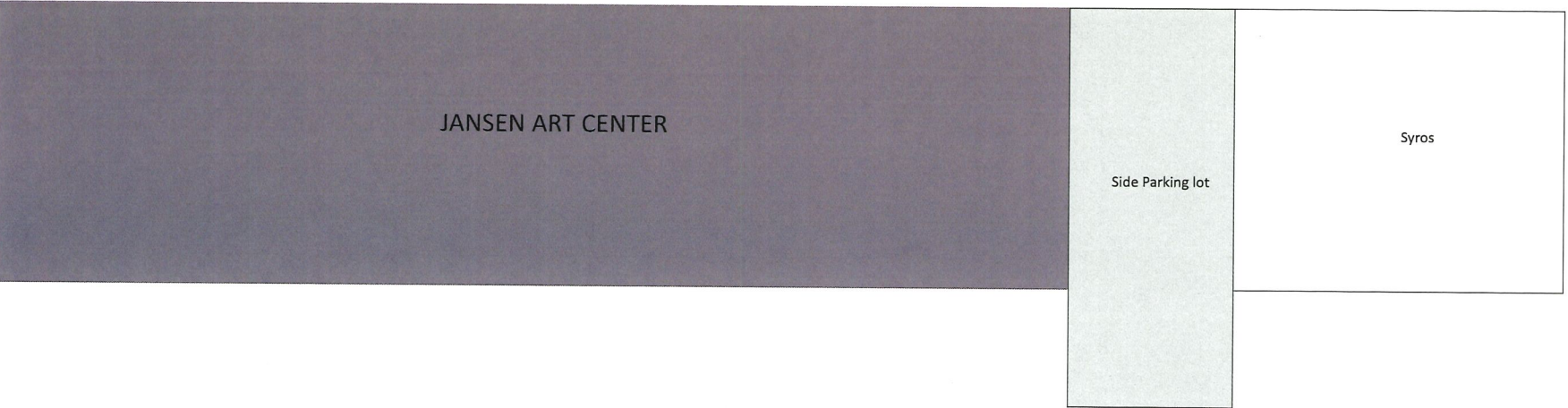
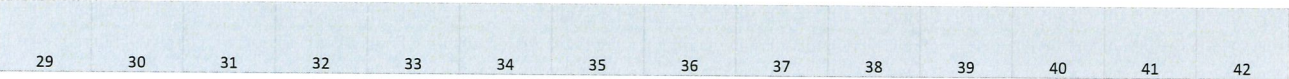
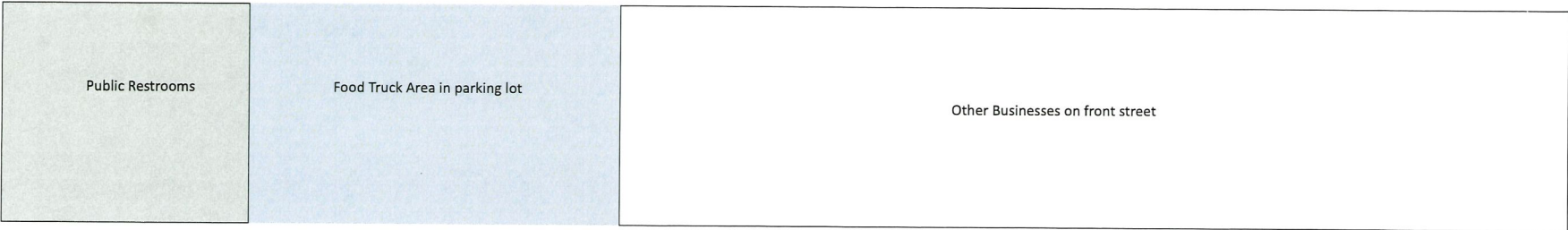
1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Form: RL 2124 10 21

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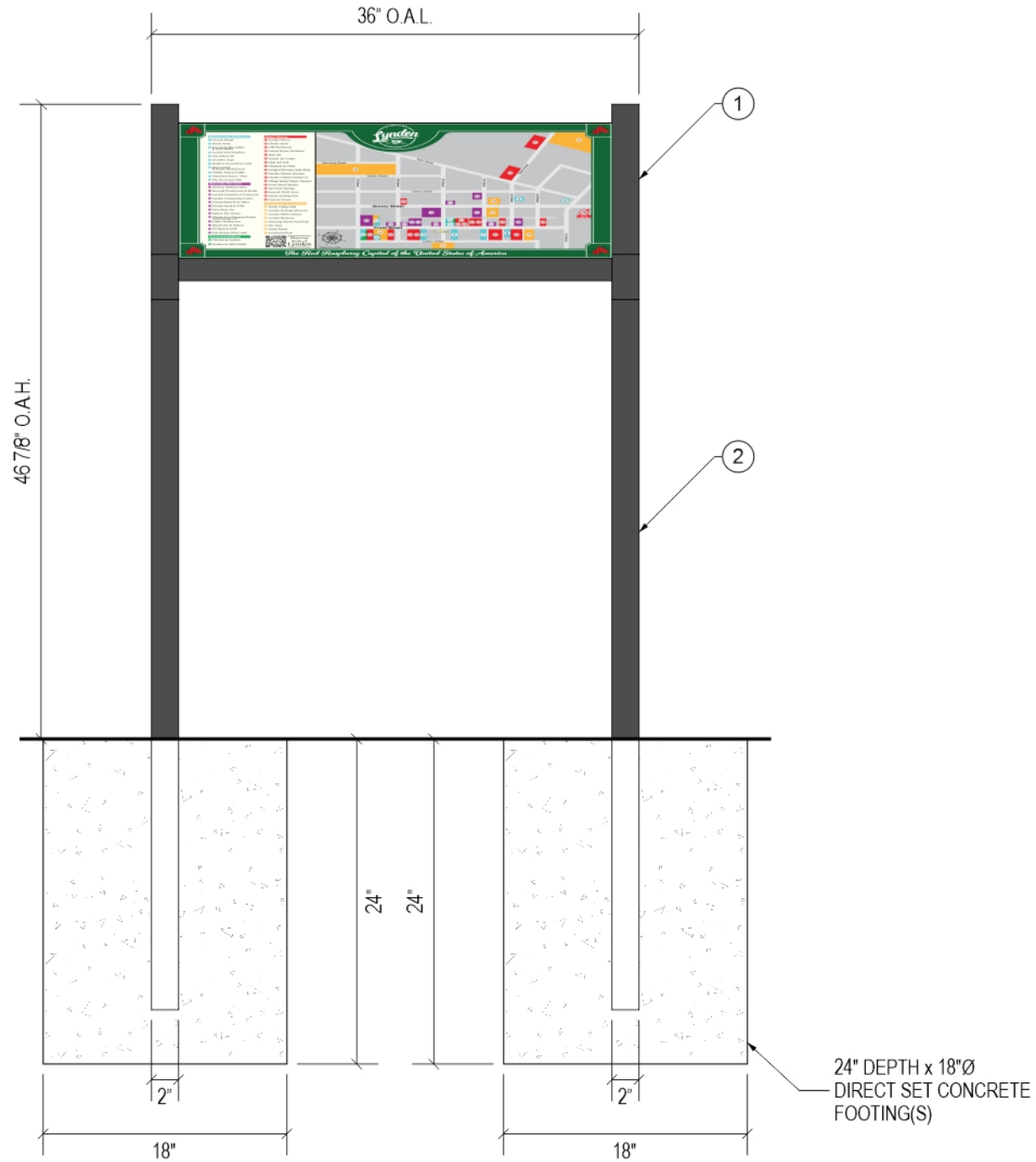
CITY OF LYNDEN

EXECUTIVE SUMMARY

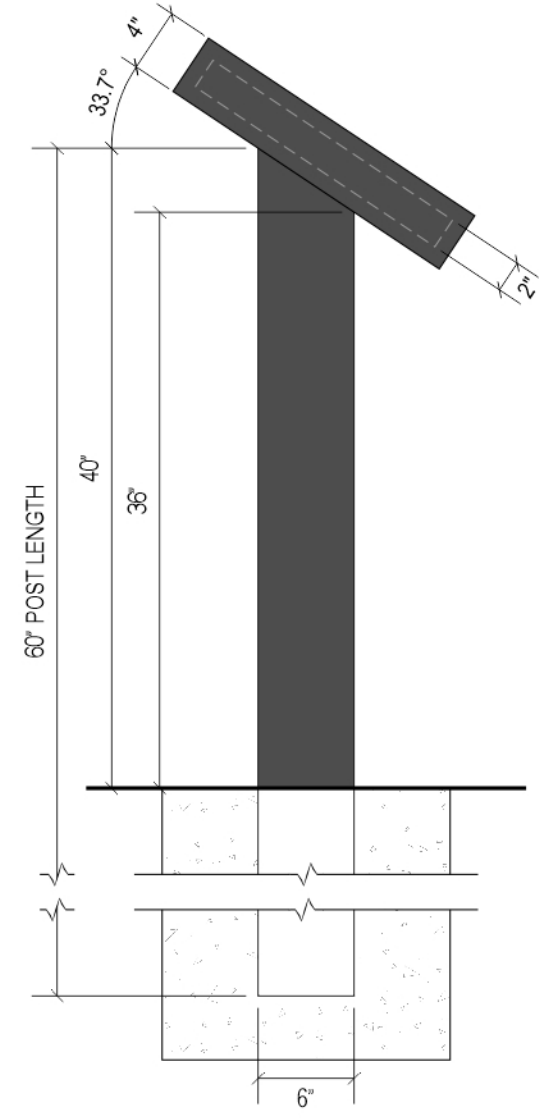


Meeting Date:	May 6, 2024	
Name of Agenda Item:	Downtown Wayfinding Sign Proposal	
Section of Agenda:	New Business	
Department:	Community Development Dept	
Council Committee Review:	<input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
Sign design and estimate as submitted by the Downtown Business Association (DBA)		
Summary Statement:		
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
Recommended Action:		
Motion to recommend the installation of the proposed directory sign within the Front Street Right-of-Way if the Downtown Business Association agrees to secure a Street Encroachment Permit, solicit interest from businesses in within the downtown core, and maintain the content of the sign.		

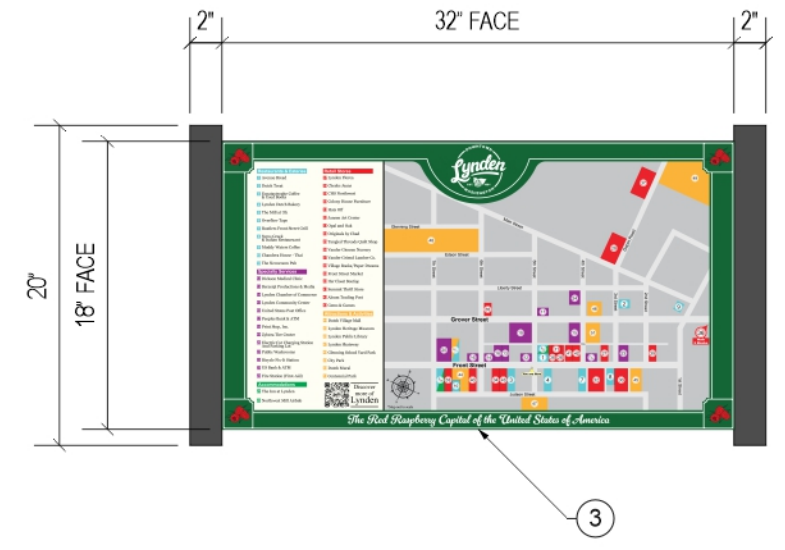




FRONT VIEW
SCALE: 1" = 1'-0"



SIDE VIEW
SCALE: 1" = 1'-0"



FACE | LAID FLAT
SCALE: 1" = 1'-0"
• ENLARGED VIEW OF ARTWORK ON PAGE A-2

Fabricate & install one (1) new non-lit map sign.
Sign structure to be welded aluminum tube w/ a Matthews Systems satin acrylic polyurethane painted black finish. Posts will be direct set in concrete footings as shown.
Map to be 32" width x 18" height x 1/8" thick aluminum composite material face decorated w/ full color digital print graphics & UV matte laminate.

ITEM NO.	ITEM DESCRIPTION
1	2" x 4" x 1/8" WALL RECT. ALUM. TUBE w/ CAPPED ENDS
2	2" x 6" x 1/8" WALL RECT. ALUM. TUBE LEGS
3	32" x 20" x 1/2" THICK (CHPL) PANEL w/ MAP GRAPHICS & THREADED INSERTS ON BACK

SIGN COLORS

- SIGN STRUCTURE BLACK SATIN FINISH
- GRAPHICS FULL COLOR DIGITAL PRINT



766 Marine Drive
Bellingham, WA 98225
Phone 360.671.7165
signsplusnw.com

Client: Downtown Lynden Business Association
Date: 04/01/2024
Project Manager: Chas VanDeBrake
Designer: TJF
Drawing Scale: 1" = 1'-0"
Revision Date:

Page: **A-1**

JOB #: 120997

Client Approval	Sign Date
Project Mgr. Approval	Sign Date:

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File Info: Z:\Projects\Downtown Lynden Business Association\2024\120997 Map Sign\Working Files\Design\mapsigns_4_1.2024.cdr



766 Marine Drive
Bellingham, WA 98225
Phone 360.671.7165
signsplusnw.com

Client: Downtown Lynden
Business Association
Date: 04/01/2024

Project Manager: Chas VanDeBrake

Designer: TJF

Drawing Scale: 3" = 1'-0"

Revision Date:

Page: A-2

JOB #: 120997

Client Approval	Sign Date
Project Mgr. Approval	Sign Date

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FRONT VIEW
SCALE: 3" = 1'-0"

3

ITEM NO.	ITEM DESCRIPTION	SIGN COLORS
3	32" x 20" x 1/2" THICK (CHPL) PANEL w/ MAP GRAPHICS & THREADED INSERTS ON BACK	GRAPHICS FULL COLOR DIGITAL PRINT

File Info: Z:\Projects\Downtown Lynden Business Association\2024\120997 Map Sign\Working Files\Design\mapsigns_4_1_2024.cdr



766 Marine Drive ~ Bellingham, WA 98225
 Tel: 360-671-7165 | signsplusnw.com

CLIENT:	Downtown Lynden Business Association	PHONE #:	360-815-2299	ESTIMATE #:	120997
CONTACT:	Tammy Yoder	EMAIL:	dtwyoder@msn.com	PROJECT NAME:	Map Sign
BILLING ADDRESS:	518 Front St Lynden, WA 98264	PROJECT ADDRESS:	518 Front St Lynden, WA 98264		

SECTION 1 SCOPE OF WORK					
TYPE	DESCRIPTION	QTY	UNIT COST	UNIT	TOTAL
Non-Illuminated	Fabricate & Install one (1) map sign/informational sign. Sign face to be 20" x 32" and 40" from the ground. Painted aluminum frame with 2" x 6" posts set in concrete.	1	\$ 5,870.24	EA	\$ 5,870.24

SECTION 2 BID SUB-TOTAL	
BID SUB-TOTAL: \$ 5,870.24	
Sales Tax and Permit Fee amounts shown below are ESTIMATED. Actual amounts are determined at the end of the project and will be added to the final invoice.	
ESTIMATED Sales Tax:	\$ 516.58
ESTIMATED Permits:	\$ -
ESTIMATED TOTAL: \$ 6,386.82	

SECTION 3 TERMS OF AGREEMENT	
PRICES	Prices are valid for 30 days from quotation date.
LANDLORD APPROVAL	It is the responsibility of the owner to obtain any required Landlord approval for the placement of the new sign/s.
CITY APPROVAL	All proposed signs are subject to city approval prior to beginning fabrication or installation.
PERMITTING	If required, permit fees, engineering and permitting labor not included in cost. Permit/engineering fees will be billed at cost plus 10%. Staff time to obtain permits are billed at \$87.00 per hour. The price shown above is the ESTIMATED price. The actual permitting cost will be billed out once all permits are received.



766 Marine Drive ~ Bellingham, WA 98225
 Tel: 360-671-7165 | signsplusnw.com

PAYMENT	50% down payment is due at signing of contract and balance is due on completion. Payments in excess of \$1,000.00 paid by credit card will be charged a 2% processing fee. All invoices are due upon presentation and are considered past due in 10 days unless prior arrangements are made in writing. All overdue payments shall be subject to interest at the rate of 1.5% per month. Payments apply first to finance charges, then to invoices. In the event legal action is required for collection, reasonable attorney fees and collection costs shall also be payable. Venue of Litigation shall be Whatcom County. Signs Plus maintains or is granted ownership in all signs or products we are fabricating and/or installing until paid in full, and has the right to repossess and hold such property for payment, including reinstall charges, if applicable. Signs Plus is hereby granted a security interest in the above described product(s) to secure any amounts owed to Signs Plus under the terms of this agreement and other future indebtedness. A photocopy of this security agreement may be used as a financing statement for the purpose of filing this security agreement the Washington State Dept. of Licensing. This is a security agreement under the U.C.C. of Washington.
AGREEMENT TERMS	This contract constitutes the entire agreement unless otherwise noted herein. There are no other verbal or implied agreements.

SECTION 4 | ACCEPTANCE OF PROPOSAL

Person signing as Buyer signifies that he/she has full authorization to do so on behalf of the customer listed in Billing Name section above. Proposal and specifications are hereby accepted; all payments will be made as specified. By signing below the buyer guarantees payment including interest, attorney fees, and any costs incurred to enforce collection of payment. All contracts are subject to Official Acceptance by the President of Signs Plus or his designate and are not valid until so done.

Buyer's Signature: _____

Buyer's Printed Name: _____ Date: _____

Project Manager: Chas VanDeBrake Date: 04/05/2024
 Chas VanDeBrake | Cell: 564-209-2167 | chas@signsplusnw.com

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	May 6, 2024	
Name of Agenda Item:	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.		

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 6, 2024	
Name of Agenda Item:	Draft Public Works Committee Meeting Minutes – April 3, 2024	
Section of Agenda:	Reports	
Department:	Reports	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes – Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Public Works Committee Draft Meeting Minutes – April 3, 2024	
Summary Statement:	Public Works Committee Draft Meeting Minutes – April 3, 2024	
Recommended Action:	None.	



PUBLIC WORKS COMMITTEE MINUTES

4:00 PM April 03, 2024
City Hall 2nd Floor Conference Room

CALL TO ORDER

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

Staff Present: Mayor Scott Korthuis, City Administrator John Williams, Public Works Director Jon Hutchings, Programs Manager Mark Sandal, Office Manager Heather Sytsma, and Senior Admin Assistant Jennifer Bell

Public Present: None

ACTION ITEMS

1. Review Minutes from March 6, 2024

Action

The minutes from March 6, 2024, were recognized and accepted by the Committee.

2. Request to Bring Cedar Drive Reconstruction Bids Directly to April 15th City Council Meeting

This project was advertised on March 20th and 27th with a bid opening on April 4th. There has been a lot of interest in this project from contractors and several bids are expected. Staff is requesting to forward the Certified Bid Tabulation to the Public Works Committee so the bid can be awarded at the April 15th City Council meeting.

Action

The Public Works Committee concurred to forward the Cedar Drive Reconstruction bids to City Council for approval on April 15, 2024.

3. Request to Bring Jim Kaemingk Trail, Phase 3 Bids Directly to May 6th City Council Meeting

This project is scheduled to be advertised April 3rd and 10th with a bid opening on April 18th. Staff is requesting to forward the Certified Bid Tabulation to the Public Works Committee so the bid can be awarded at the May 6th City Council meeting.

Action

The Public Works Committee concurred to forward the Jim Kaemingk Trail, Phase 3 bids to City Council for approval on May 6, 2024.

4. Request to Bring Lynden High School Parking Lot Recoat Bids Directly to May 6th City Council Meeting

This project is scheduled to be advertised April 3rd and 10th with a bid opening on April

18th. Staff is requesting to forward the Certified Bid Tabulation to the Public Works Committee so the bid can be awarded at the May 6th City Council meeting.

Action

The Public Works Committee concurred to forward the Lynden High School Parking Lot Recoat bids to City Council for approval on May 6, 2024.

5. Request to Bring Judson Street LID - Phase 2 - 9th Street Bids Directly to May 6th City Council Meeting

The tentative bid schedule was to advertise on April 10th and 17th, but Sandal stated this project is currently being reviewed by the Department of Ecology who needs to give approval before staff can advertise for bid. There was a change to the design of the stormwater infiltration system so it's being reviewed again. Hutchings stated that a delay will not significantly impact the construction schedule and the 1st Street/Hannegan Overlay project needs to be completed prior to closing 9th Street.

Action

No action taken pending updated schedule.

6. Request to Bring 2024 Overlay (1st/Hannegan) Bids Directly to May 6th City Council Meeting

This project is scheduled to be advertised on April 10th and 17th with the bid opening scheduled for April 25th. Staff is requesting to forward the Certified Bid Tabulation to the Public Works Committee so the bid can be awarded at the May 6th City Council meeting.

Sandal stated this project has nighttime closures scheduled for work to be completed between 8pm and 5am. Lenssen asked how many nights were expected to be closed and does this paving go all the way to Grover Street. Sandal estimates 1.5 weeks of nighttime closures and confirmed that the project will go to Grover Street. Sandal also stated he met with the traffic signal programmer, and they are looking to interconnect signals with 1st and Grover Streets. Currently Grover Street and 3rd Street are not connected to this intersection. The signal control company will be providing a quote for this work. Bode asked if this can be a wireless connection and asked if the signal will be staying with loop not radar, which Sandal said it could be wireless and that the detector will remain a loop type. Lenssen emphasized that the signals should be coordinated to accommodate the busier traffic times on Grover Street.

Action

The Public Works Committee concurred to forward the 2024 Overlay (1st/Hannegan) bids to City Council for approval on May 6, 2024.

7. Rec Center Pool Roof Presentation of Findings

Hutchings met with Jeannie Davidson of Forge Fitness, and their facilities team on April 2nd. They reviewed the findings that were shared with City Council at the April 1st meeting. There is a proposal from GeoTest Services for additional investigation of the building structure and for alternative roofing system options. That work is budgeted at approximately \$19,000. Forge Fitness has also received an estimate for structural and envelope repairs/roofing in the range of \$450,000. This number does not include HVAC. Forge Fitness will be responsible for carrying out the work and, as the building owner, the City has a huge stake in collaborating toward a successful project.

Current findings show structural compromise because of retained water in the roofing

material, 2-inch by 12-inch joists are up to 35% overloaded. The consultant can't make assumptions without looking at all of the beams unsheathed, so they are making an educated guess based on a sample they've seen. The recommendation from their analysis is that the roof is capable of holding an 8-inch snow load, but they'd recommend anything over 4-inch snow load be mitigated by closing the facility. Thus far the City has mitigated that by preparations to shovel the roof; however, that can't work during intense rain or snow events. The facility cannot properly and safely operate with that uncertainty and repairs must be made this summer in order to operate through next winter. The \$19,000 in additional investigation and design will produce the scope of repair for the recommended work.

Bode asked if moisture is coming from inside or outside? Hutchings stated that question should be answered with the next phase of investigation.

Vis emphasized that it's still less expensive to repair than build new. He asked if staff should be looking at other facilities including the Community Center and Museum to develop a capital improvement budget for building repairs. Korthis and Williams said the City is looking for funding. Korthis said staff has updated numbers for the Community Center and is in the process of making improvements to heating and cooling. Vis will bring this up at the next Parks Committee meeting. Williams said it is easier to find funding for new structures while it's harder for rehabilitation projects. Bode asked what the next step is. Hutchings said it's to proceed with the additional investigation by GeoTest.

Action

The Public Works Committee concurred to proceed with further investigation for repairs with GeoTest Services.

INFORMATION ITEMS

8. Energy Services Contract for WWTP Early Procurement

Hutchings stated the City is awaiting project application certification from the Department of Ecology. That will give the City confidence that the project will be added to the final draft State Revolving Fund (SRF) project list. Staff needs to prepare to procure the electronic items that have a long lead time so they will be here in time to coordinate work in the oxidation ditches and retrofit of the aeration system to get them online so that the controls and SCADA system are in place. There is an estimated 18-month lead time on some components, and these are needed by August 2025.

The Committee discussed the pros and cons of procuring long lead equipment, noting there is risk either way.

9. Draft Six Year Transportation Improvement Plan (2025-2030)

Sandal noted some changes from prior TIP to current. He also noted some projects have changed to planning only at this time. Vis requested to prioritize 6th Street as he's concerned about infiltration problems. Lenssen asked what items are not on the list that the City would want to see. Sandal believes they are all included. Bode asked about Grover and 17th Street intersection suggesting a roundabout or signal. Sandal stated that location is included in item #27 Various Intersections, so it will be one of the areas analyzed. Bode also asked about B.C. Ave and Grover intersection. Sandal and

Hutchings are reviewing the 15 proposed sites in #27 and are working to put together a matrix with cost estimates and issues at each site.

Hutchings said he is looking at capital projects and how to continue looking forward in regard to a continuous pavement management program. He's working with the systems foreman to develop a project wish list that highlights areas of streets identified for repairs.

Korthuis mentioned that chip sealing adds 10 years and is three times less expensive than re-paving. Several streets could be considered for this approach. Vis concurred. He also asked if trail projects are on the list which was confirmed.

10. Projects Update

The Committee briefly reviewed current projects and received progress information.

Cedar Drive Sewer and Overlay – Bid opening scheduled for April 4th.

Jim Kaemingk Trail Extension, Phase 3 – Bid opening scheduled for April 18th.

High School Parking Lot – Bid opening scheduled for April 18th.

Judson/9th – Waiting on Dept of Ecology's review of 100% plans and approval to advertise for bid.

Hannegan / 1st Street – Bid opening scheduled for April 25th. Construction to start after school lets out in June.

Pine Street Bridge – Expected to go to bid later this year.

Maintenance Building – Public Works Trust Fund developing draft contract for City review. Lenssen asked for details about what is being built. Hutchings stated that the design includes five bays with an estimated construction cost of \$3.4M. The structure has remained the same since the 30% design review. Funding is approved. The project will be going to bid soon, and it will be presented to Council for award. Vis asked if the bays will be heated. Hutchings confirmed that some bays will be heated to prevent freezing but not for human habitation. He also stated the building will include a mezzanine and was re-designed with value engineering.

Community Center – Draft Commerce contract under review by City attorney. Work will include an HVAC system.

NEW BUSINESS:

11. WCCL Systems LLC Contract – Clarifier 2 Recoat Components– Small Works Project No. SWR2023-07

Hutchings stated the project to recoat clarifier 2 went out for RFQ in October 2023 and a contract was offered to WCCL Systems in late November for \$245,000. The City needs to execute the contract to advance the work. This is the second project of a similar nature as clarifier 1 was previously completed in 2023. This is work that is done approximately every 10 years. Bode asked if we can operate on a single clarifier while the work is done, which was confirmed.

Action

The Public Works Committee recommended forwarding the WCCL Systems LLC contract to City Council for approval on April 15, 2024.

12. Sewer Back-up on B.C. Avenue

Bode inquired about what the City is doing regarding recurring sewer back-ups at B.C. Avenue, explaining that the sewer has backed up into the house twice in four years. Sandal said the City needs to investigate and will work with the systems crew to camera the line and identify areas in need of repair.

ADJOURNMENT: The meeting was adjourned at 5:17 pm.

NEXT MEETING: May 8, 2024

DRAFT

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	May 6, 2024	
Name of Agenda Item:	Community Development Committee Minutes of 4-17-24	
Section of Agenda:	Other	
Department:	Community Development Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft CDC Minutes of 4-17-24	
Summary Statement:	Draft CDC minutes attached for review.	
Recommended Action:	Council review.	

CITY OF LYNDEN

COMMUNITY DEVELOPMENT DEPARTMENT

Heidi Gudde, Director
(360) 354 - 5532



COMMUNITY DEVELOPMENT COMMITTEE (CDC)

AGENDA

4:00 PM April 17, 2024
2nd Floor Conference Room, City Hall

1. ROLL CALL

City Council: Brent Lenssen, Gary Bode, Kyle Strengholt, Scott Korthuis

City Staff: John Williams, Dave Timmer, Heidi Gudde

Community: Ron Hanson (Downtown Business Association),

Jennifer Lautenbach (Lynden Senior Center), Terri Treat (The Inn in Lynden)

2. APPROVAL OF MINUTES

- a. Community Development Committee Meeting Minutes of 3/20/24 approved as presented.

3. DISCUSSION ITEMS

- a. **Downtown wayfinding sign installation request from the Downtown Business Association (DBA).**

The CDC typically reviews downtown amenities and provides the full Council with a recommendation prior to approval.

Ron Hanson joined the CDC on behalf of the Downtown Business Association (DBA) to propose the installation of a pedestrian wayfinding sign at the corner of Front Street and 6th Street near the Chamber of Commerce offices. Originally the DBA discussed installing on the corner of Front and 5th but an April 17th meeting of the DBA resulted in a vote to move the sign one block west. The DBA plans to install the sign after the “flower tree” structure that is located there is moved to an alternate location. Plans to move the structure were already in the works because it blocked views of the Phoebe Judson statue that is installed on this corner. The flower tree is moving west to replace a failing ornamental tree near the Post Office.

The sign design was distributed to the group. It features a map of surrounding downtown streets and business names and locations.

Lenssen asked how the sign could be updated if businesses changes. Hanson explained that the vinyl sign can be replaced relatively easily or small vinyl stickers could be adhered to the original to switch out business names. The biggest costs are the aluminum stand and installation.

Strengholt asked what criteria were used to select the businesses that are listed. Hanson explained that they had included businesses that visitors may want to frequent when staying in town. Tammy Yoder has been working on developing the sign content.

Gudde had previously informed Hanson that because the sign is located within the city right-of-way a street encroachment permit would be needed so that Public Works staff could review the method of installation and location of the proposed sign. Gudde also provided the group with the code section that allow directional signage and informational kiosks within the Historic Business District. This is found in LMC 19.33.055.

Wayfinding Sign Conclusions: Committee asked that the DBA contact as many businesses as possible and add those that want to be added to that the opportunity to be listed is equitable. With this effort, the Committee supports the installation of the wayfinding sign at the location near the Chamber office.

Planning staff will follow up with Ron and Tammy and then add the item to the full Council agenda.

- b. **Electric Car Charging.** Terri Treat attended the meeting to ask that the City consider adding more charging stations to the downtown area. Her hotel clients are requesting them more frequently. She noted that charging stations can now be set up so that when a car is fully charged the owner is motivated to move the car because the charging rate increase exponentially if the car remains connected. The group talked about adding charging stations to the 5th Street angled parking on the west side of the hotel, they discussed the alley as a location as well as the 4th Street parking lot near the public restrooms.

Charging Station Conclusions: The CDC asked Terri to come back to the group with a proposal for adding charging stations to locations near the hotel and she agreed she would.

c. **Downtown Parking**

- 1) The DBA and Chamber letter to business owners re parking options for employees.

The Committee discussed how many employees might be parking downtown and how many spaces could be freed up by having employees park elsewhere. Terri shared that her employees, on a typical day at the Waples Bldg has about 10 employees and when

restaurants and other businesses are added in it could be about 100 spaces in the most congested 3 blocks.

6th Street and Liberty Street also have a lot of on-street availability. 3rd Church owns the lot next to Faith Reformed. This was also suggested as a potential partner in the downtown parking solution. All of these parking areas could be identified on a map graphic and distributed to downtown businesses so that employees had direction as to where they could park instead of on Front Street.

Conclusions: Terri to contact Peoples Bank to find out if they would be interested in a cooperative use of their parking lot on 5th Street.

Timmer and our GIS staff to coordinate with Terri to create a map graphic to identify alternate locations.

- 2) **Parking Enforcement Strategies.** John Williams continues to discuss parking enforcement strategies with Bellingham so that the Committee has an understanding of what would be involved if we but the Committee wanted to pursue a softer approach as the first priority.
- 3) **Construction of Additional Downtown Parking.** Creating additional parking through a Local Improvement District (LID). The group discussed the potential of creating an improvement district between 2nd Street (Gillies and the Museum included) and then west to 8th Street. The committee discussed excluding single family homes from assessment. The water tank site identified as a good location for more downtown parking. The group looked at a scenario where parking lot construction costs equal one million dollars and the payback is over 20 years at 4.5% interest.
- d. **Proposed Amendment to the Special Events Code** – Slated for the first Council meeting in June. The group talked about the inclusion of animals in events and how this is monitored through the application process.

Conclusions: The Committee asked staff to update some of the language on permit review to indicate that requests could be reviewed by the department hear or their designee.

This item is slated for the next Public Safety Committee meeting for additional discussion.

- e. **SmartGov Software** – Implementation Update

Gudde gave an overview of the progress on implementation of the permitting tracking with the goal of going live by the end of 2024.

Next Meeting Date: May 22, 2024