

CITY OF LYNDEN



Mayor
Scott Korthuis

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

Online (Microsoft Teams) City Council Meeting
City Hall - 300 Fourth Street
December 20, 2021

Members of the public may choose to join the city council meeting telephonically by dialing 1-253- 948-9362 and entering Conference ID **528 220 929#**. It is necessary to enter the # symbol.

Those wishing to join via computer can do so by using the Microsoft Teams meeting link provided on the city's webpage calendar event.

Members of the public wanting to comment on any item *not on the agenda* are encouraged to contact the City Clerk at 360-255-7085. You will be asked to provide your name, address, and a brief description of your comment for the council file.

Members of the public wanting to comment on any item *included in the public hearing section of the agenda* are also encouraged to contact the City Clerk prior to the meeting. The audience will be provided an opportunity to comment on each of the public hearing items. You will be asked to provide your name and address for the council record.

The time limit to speak is 3 minutes.

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Approval of Minutes

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

Items from the Audience

Scheduled

Consent Agenda

- [2.](#) Approval of Payroll and Claims
- [3.](#) Deed of Right and Stewardship plan for Dickinson park
- [4.](#) Deed of Right and Stewardship Plan for 1625 Main Street
- [5.](#) Award Bid for Industrial Condensate Pipeline – Riverview to Outfall
- [6.](#) Appointment to Planning Commission – Darren Johnson
- [7.](#) Appointment to Planning Commission – Jim Kaemingk Jr

Public Hearing

- [8.](#) Public Hearing - Resolution 1043 Adopting Revisions to the Engineering Design and Development Standards Project Manual for 2022
- [9.](#) Public Hearing on Proposed Nooksack Valley Disposal Rate Increase
- [10.](#) Public Hearing-Ordinance No. 1642 - Moratorium on residential development in CSL Zones
- [11.](#) Public Hearing - Ordinance No. 1641 - Comprehensive Plan Amendment (CPA) 21-02

Unfinished Business - None**New Business**

- [12.](#) Resolution No. 1041 Approving City Use of Stormwater Financial Assistance Program Grant and Clean Water State Revolving Fund Loan for Judson Area Low Impact Development – Phase 1
- [13.](#) Site Specific Rezone 21-01 - VanderGiessen Nursery

Other Business

- [14.](#) Draft Public Works Committee Minutes December 8, 2021
- [15.](#) Draft Public Safety Draft Minutes- December 2, 2021
- [16.](#) Calendar

Executive Session**Adjournment**

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Draft Council Minutes- Regular Meeting	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: N/A	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes- Regular Meeting	
Summary Statement:	Draft Council Minutes- Regular Meeting	
Recommended Action:	For Council review.	

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



December 6, 2021

1. CALL TO ORDER

Mayor Korthuis called to order the December 6, 2021 regular session of the Lynden City Council at 7:00 p.m., which was held online, via Microsoft Teams.

ROLL CALL

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

Members absent: None.

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

OATH OF OFFICE- None

APPROVAL OF MINUTES

Councilor DeValois moved and Councilor Kuiken seconded to approve the November 15, 2021, regular council meeting minutes as presented. Motion approved on a 7-0 vote.

ITEMS FROM THE AUDIENCE

Mayor Korthuis thanked Lynden Chamber Director Gary Vis for excellent efforts put toward the success of the Lighted Christmas parade. Mr. Vis acknowledged his staff and all the volunteers that participated in the event. He provided a rough estimate of 10-15 thousand attendees.

Scheduled: None

Unscheduled: None

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CITY COUNCIL
MINUTES OF REGULAR MEETING



2. CONSENT AGENDA

Payroll Liability to November 16 through November 30, 2021

EFT & Other Liabilities

Non-L&I Liabilities

Monthly EFT	\$519,140.26
Check Liability	\$3214.38
Total Non-L&I Liabilities	\$522,354.64
Quarterly Liabilities	\$11,227.05
Total EFT & Other Liabilities	\$533,581.69

Approval of Claims – December 7, 2021

Manual Warrants No.	<u>23349</u>	through	<u>26653</u>		\$7,990.86
EFT Payment Pre-Pays					\$1,948,464.01
				Sub Total Pre-Pays	\$1,956,454.87
Voucher Warrants No.	<u>23354</u>	through	<u>23398</u>		\$304,523.15
EFT Payments					\$0.000
				Sub Total	\$304,523.15
				Total Accts. Payable	\$2,260,978.02

Set the Public Hearing to Consider Comprehensive Plan Amendment (CPA) 21-02

On October 10, 2021 the Planning Commission held a public hearing to consider Comprehensive Plan Amendment 21-02. The proposal is brought forward by David Vos representing Vander Giessen Nursery.

The application details the desire to move two small parcels of property, adjacent to the existing retail nursery location, into the industrial land use category and assign a zoning category of Industrial Business Zone (IBZ). This shift would be consistent with the parcels to the north and west and would match how the northern parcel has been traditionally used.

Although no immediate expansion is plan, this shift would allow for the potential future expansion of their retail nursery operation. Currently the site is occupied by a single-family home. This use would become non-conforming.

The public hearing regarding the Comprehensive Plan Amendment is proposed to take place on December 20 and public comment on the issue will be taken at that time. The Site

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Specific Rezone, also to be considered on December 20th is quasi-judicial and closed for public comment.

Set the Public Hearing to Consider Ordinance No. 1640 Moratorium on Residential Development within CSL Zones

Under certain provisions, the City of Lynden's Zoning Ordinance allows multi-family residential development within the Commercial Services- Local (CSL) Zones in conjunction with first floor commercial spaces. These projects are often referred to as "mixed-use" and are intended to facilitate a symbiotic relationship between commercial uses and the residents that live nearby.

In the North Lynden Sub-Area, the code makes additional provisions for residential development with a lower ratio of required commercial use. As the demand for commercial space wanes the viability of mixed-used projects has been called into question by the Community Development Committee. Staff research shows that since 2013 the city has approved 276 multi-family units within CSL zones. While the corresponding commercial spaces associated with these projects is about 92,000 square feet much of that space is accounted for by one farm and garden store (Tractor Supply), is used as mini or condo storage spaces, or is currently vacant.

The Committee has requested an interim moratorium on multi-family residential development within the city's CSL zones while adequate review of this issue is conducted. Review will consider the effects of mixed-use development to the City's housing goals, will review the intent and success of the mixed-use ordinance, and examine how mixed-use provisions may affect new areas of annexation. The public hearing is proposed to take place on December 20 and public comment on the issue will be taken at that time.

Resolution No. 1042- 2022 Real Estate Property Tax Levy Increase

All taxing jurisdictions are required, due to the passage of Referendum 47 in 1997, to pass a resolution specifically indicating the increase in tax levy if any, from the previous year, excluding the increase due to new construction, improvements to property, or any increase in the value of state assessed property.

The limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 1% or the rate of inflation. Given the current rate of inflation (3.86%) the City is allowed by statute RCW 84.55.005 to increase the Levy 1% or bank this capacity for future use. The City Council has deemed it necessary due to the City's funding requirements to increase the regular property tax levy by the full 1% allowed. Resolution No. 1042 reflects the City Council's requirement to not "bank" any real property taxes in 2022 and approve the legally allowed 1% increase in the 2022 real property taxes.

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CITY COUNCIL MINUTES OF REGULAR MEETING



State Advocacy Contract with Gordon Thomas Honeywell

Briahna Murray, Vice-President of Gordon Thomas Honeywell Governmental Affairs, has been Lynden's State advocate advocated since 2015. That advocacy has resulted in more than \$8 million worth of capital earmarks for important City projects. The contract is virtually identical to its predecessors and continues the relationship with Ms. Murray and her firm.

The contract continues with a \$3,000 monthly cost for a total of \$36,000 in 2022. This rate is unchanged from previous years and is included in the proposed 2022 budget.

Renew Agreement Professional Services- Lynden Municipal Judge

Judge Terrance Lewis has served as Lynden's Municipal Court Judge for a number of years. The attached contract extends his service for another 4-year period. The terms remain the same.

Contract for Public Defender Services- Indigent Criminal Defense Services

This Agreement creates an independent Contractor relationship between Jason Smith, North County Public Defense, and the City of Lynden for Indigent Criminal Defense Services. Contract duration is two years with the option of two additional two-year terms. In consideration of the services provided the City agrees to pay \$4,000/monthly for each full month in which services are provided.

Councilor De Valois moved, and Councilor Kuiken seconded to approve the Consent Agenda. Motion approved on a 7-0 vote.

3. PUBLIC HEARING

Final Public Hearing on the 2022 Budget

As published, 7:00PM, December 6, 2021 is the time and date set for the *final* Public Hearing on the 2022 Budget as presented to the City Council by Mayor Korthuis at the October 18th City Council meeting.

Mayor Korthuis opened the public hearing at 7:04 p.m.
There was no public comment.
Mayor Korthuis closed the public hearing at 7:04 p.m.

Public Hearing for Comments on Proposed Nooksack Valley Disposal Rate Increase

Nooksack Valley Disposal (NVD) is requesting a rate increase, effective January 1, 2022, for their services due to their increasing disposal fees. NVD currently has a 20-year franchise agreement with the City of Lynden (through 2036) for curbside garbage pickup and recycling

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CITY COUNCIL MINUTES OF REGULAR MEETING



program services. On November 17 and December 1, 2021, the public was invited to comment on the proposed rate increases.

Mayor Korthuis opened the public hearing at 7:06 p.m.

Written public comment was received and distributed to council from the following:

Isaac White	Robert Knapp	Layne Brennick
G. Todd Williams	Steve Moyer	Carol Blankfied

There were no other public comments.

After some discussion, Councilor Bode recommend continuing the Public Hearing concerning the Nooksack Valley Disposal proposed rate increase until December 20, 2021 council meeting. Motion approved on 7-0 vote.

Councilor Lenssen asks that the public's concern over antiquated recycling processes be addressed at the December 20th council meeting. Mayor Korthuis will ask Nooksack Valley Disposal's Calvin Denhartog to attend the next council meeting.

Public Hearing for Revisions to the Engineering Design and Development Standards Project Manual

The Engineering Design and Development Standards Project Manual was originally adopted by City Council on April 5, 2004 and was last updated on January 1, 2021. These standards are required by the City's Growth Management Act and include street, water, sewer, and storm drainage standards.

In response to inquiries, changes in technology, and the feedback from customers, additions, deletions and/or clarifications have been made to the project manual. The manual also addresses access issues, permitting processes and procedures, and includes various forms necessary in the development process. Staff is updating the Manual annually and presents Resolution No. 1042 along with a list of revisions for Council review.

The Public Works Committee reviewed the updates at their October 6, 2021, meeting and recommended that they be forwarded to City Council for consideration.

Mayor Korthuis opened the public hearing at 7:12 p.m.

Public Works Director Steve Banham noted that Public Works department received comments from Lane Stremmer and the Transpo Group. This information will be reviewed before the next council meeting.

Mayor Korthuis closed the public hearing at 7:13 p.m.

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Councilor Bode moved and Councilor Lenssen seconded to direct staff to make the necessary changes to Resolution No. 1043, Revisions to the Project Manual for Engineering Design and Development Standards, to address public comments and to bring the updated Resolution to City Council for approval. Motion approved on 7-0 vote.

4. UNFINISHED BUSINESS

Ordinance No. 1639, Adoption of the 2022 Budget

The Preliminary 2022 Budget was presented to the City Council by Mayor Korthuis at the October 18, 2021 City Council meeting. The first public hearing for the 2022 Budget was held on November 1, 2021. The final RCW required budget hearing was held earlier this evening December 6, 2021. Ordinance No. 1639 represents the results of the budget process.

Passage of this ordinance will finalize and adopt the 2022 budget; and is in compliance with RCW deadlines. The Finance Committee has been presented with this information for their review throughout the budget process, as has Council.

Councilor Strengholt moved and Councilor Kuiken seconded to continue approve Ordinance No. 1639 and authorize the Mayor's signature. Motion approved on 5-0 vote. Councilor Lenssen and Wohlrab opposed.

5. NEW BUSINESS

Lynden Automotive Conditional Use Permit 21-04

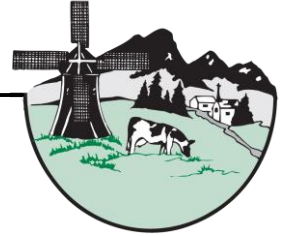
The application came before the Planning Commission as a virtual open public hearing on November 18, 2021. The resulting resolution recommended approval but confirmed specific conditions that were assembled by staff from all city departments during the Technical Review process.

The result would permit the use of auto mechanic services at the subject location but under specific conditions that designate where vehicles could be parked during the repair process, would require screening of the parking area, as well as addressing any stormwater discharge concerns.

Due to previous code violations and the existing condition of the site, staff and the Planning Commission recommended that the Conditional Use Permit be reviewed for compliance after six months. The Planning Commission Resolution and staff review documents are included in the council packet for council review.

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After some discussion between Council, Staff and City Attorney, Bob Carmichael, a motion was made.

Councilor Lenssen moved and Councilor Strengholt seconded to approve Conditional Use Permit 21-04 per the conditions listed in Planning Commission Resolution 21-10, authorizing the commercial use of auto mechanic services at Lynden Automotive located at 8894 Bender Road. This motion also authorizes the mayor's signature on the associated Findings of Fact and Conclusion of Law. Motion approved on 7-0 vote.

PRD Amendment – RB Development- Parkview Apartments

Lynden Municipal Code (LMC) 19.29.100, describes the approval of Planned Residential Developments (PRD). It calls for the review of the final PRD and CCR document by the City's Planning Commission and City Council. Review is intended to ensure consistency with the approved PRD, or in this case, a PRD Amendment.

As you may recall, the RB Development Heritage Park PRD was created in the early 1990s. In late 2019 one of the property owners within this development approached the City to request an amendment to the PRD so that additional 41 senior housing units could be added to the site of the Parkview Apartments. The additional unit count was within the previously approved maximum unit count for the overall PRD. The amendment to the RB Development PRD was approved by Council on April 20, 2020.

The resulting Findings of Fact and Conclusions of Law as well as the Planning Commission Resolution and staff's findings are included in the documents as exhibit B of the PRD Agreement. The Council has been asked to review these documents for consistency with the approval granted in April of 2020. No additional proposals or amendments are before the Council at this time.

Councilor Lenssen moved and Councilor Strengholt seconded to approve the Development Contract for the Parkview West Apartments, an amendment to the RB Development and Heritage Park PRD as well as the proposed Covenants, Conditions and Restrictions for RB Development.

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6. OTHER BUSINESS

Councilor Lenssen reporting for the Community Development Committee

- Camping restrictions at city parks
- Ordinance No. 1640 Moratorium on Residential Development within CSL Zones

Councilor Wohlrab reporting for the Public Safety Committee

- OT report for PD (illnesses and light duty officer)
- Fire inspections suspended due to COVID
- Higher than normal calls for FD
- Response time from Liberty Street
- Responded normally in the flood event for FD and PD
- Homeless encampments slowly moving north towards Lynden
- Golf cart issue
- Grand opening at new Fire Department

Public Works Director Steve Banham provided council with a brief overview of assessed damaged caused by the recent flood event.

7. EXECUTIVE SESSION

Council did not hold an executive session.

8. ADJOURNMENT

The December 6, 2021, regular session of the Lynden City Council adjourned at 7:44 p.m.

Pam Brown, MMC
City Clerk

Scott Korthuis
Mayor

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EXECUTIVE SUMMARY



Meeting Date:	December 20, 2021	
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:	January 20, 2021	
Name of Agenda Item:	Deed of Right and Stewardship plan for Dickinson park	
Section of Agenda:	Consent Agenda	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Deed of Right with Department of Ecology Stewardship Plan for Dickinson Conservation Area		
Summary Statement:		
<p>The City received approval for a Department of Ecology grant for a portion of the purchase price for Dickinson Park in return for a Deed of Right for a Conservation Area of the park totaling approximately 5.5 acres. The grant funds will be used to reimburse the City line of credit which was used for the original purchase of the Dickinson property. The attached Deed of Right and Stewardship Plan have been reviewed by the Department of Ecology and the City of Lynden Parks Committee.</p>		
Recommended Action:		
Motion to approve and authorize the Mayor's signature on the Deed of Trust for the Dickinson Parks Conservation Area.		

Upon Recording, Please Return To:
Washington State Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Attn: Sylvia Graham

DOCUMENT TITLE:
DEED OF RIGHT TO USE LAND FOR WATER QUALITY PURPOSES

REFERENCE NUMBER OF RELATED DOCUMENT:
N/A

GRANTOR:
CITY OF LYNDEN, a municipal corporation

GRANTEE:
STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY,
including any successor programs or agencies

ABBREVIATED LEGAL DESCRIPTION:
Lot B, City of Lynden Ecology Trust Lot Line Adjustment, AF# _____

Full legal description at Page 5 hereto

ASSESSOR'S TAX PARCEL NUMBER:
PTN 400319 342233 0000

DEED OF RIGHT TO USE LAND FOR WATER QUALITY PURPOSES

THIS **DEED OF RIGHT TO USE LAND FOR WATER QUALITY PURPOSES (“Deed”)** is made and entered into by and between the CITY OF LYNDEN, a municipal corporation (hereinafter referred to as “Grantor”) and the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY, including any successor agencies (hereinafter referred to as “Grantee” or “Ecology”).

Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Pepin Creek Watershed Property Protection Stewardship Plan Account. Such loan is made pursuant to the Project Agreement entered into between Grantor and Ecology entitled Pepin Creek Project, Project Number WQC-2018-LyndPW-00044 (Project Agreement), signed by Grantor on the 29th day of June, 2019, and by Ecology on the 18th day of July, 2019, and supporting materials which are on file with Grantor and Ecology in connection with the Project Agreement.

Grantor hereby conveys and grants to Ecology as the representative of the people of the State, the perpetual right to enforce the following duties on the real property described in Exhibit A and depicted in Exhibit B (“Property”), under the terms herein:

1. Duties of Grantor.

1.1 Grantor shall take such reasonable and feasible measures as necessary to protect the Property in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement and Dickinson Park Conservation Area Lynden Parks Department Stewardship Plan, September 2021 (Stewardship Plan) including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property for riparian and habitat purposes.

1.2 Grantor shall allow public access to the Property as provided in the Stewardship Plan. Such access shall be subject to the restrictions allowed under the Stewardship Plan, by written agreement with Ecology, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Property consistent with habitat conservation purposes and the Project Agreement and Stewardship Plan.

1.3 Grantor shall provide access to Ecology, or Ecology’s authorized representatives, at all reasonable times, to inspect the Property for compliance with the terms of this Deed and the Project Agreement. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with Ecology, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.

1.4 Without prior written consent by Ecology or its successors, Grantor shall not use or allow any use of the Property (including any part of it) that is inconsistent with the riparian and habitat purposes identified in this Deed or the Project Agreement and Stewardship Plan. The Grantor shall also

not grant or suffer the creation of any property interest that is inconsistent with the riparian and habitat purposes herein granted and as stated in the Project Agreement and Stewardship Plan.

2. Covenants Run with Land – Binding Upon Successors and Assigns. This Deed contains covenants running with the land and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee’s sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

3. Limit on Removal or Alteration of Deed. This Deed may not be removed or altered from the Property unless specific approval has been granted by Ecology or its successors.

4. Right of Enforcement. Ecology or its successors shall have an independent right to enforce the terms of this Deed.

GRANTOR :

City of Lynden

By: Scott Korthuis
Its: Mayor

Dated this ____ day of _____, 2021

GRANTEE / ECOLOGY:

State of Washington, acting by and through the
Washington State Department of Ecology

By:
Its:

Dated this ____ day of _____, 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

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

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of the **Department of Ecology**, who acknowledged said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said party.

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

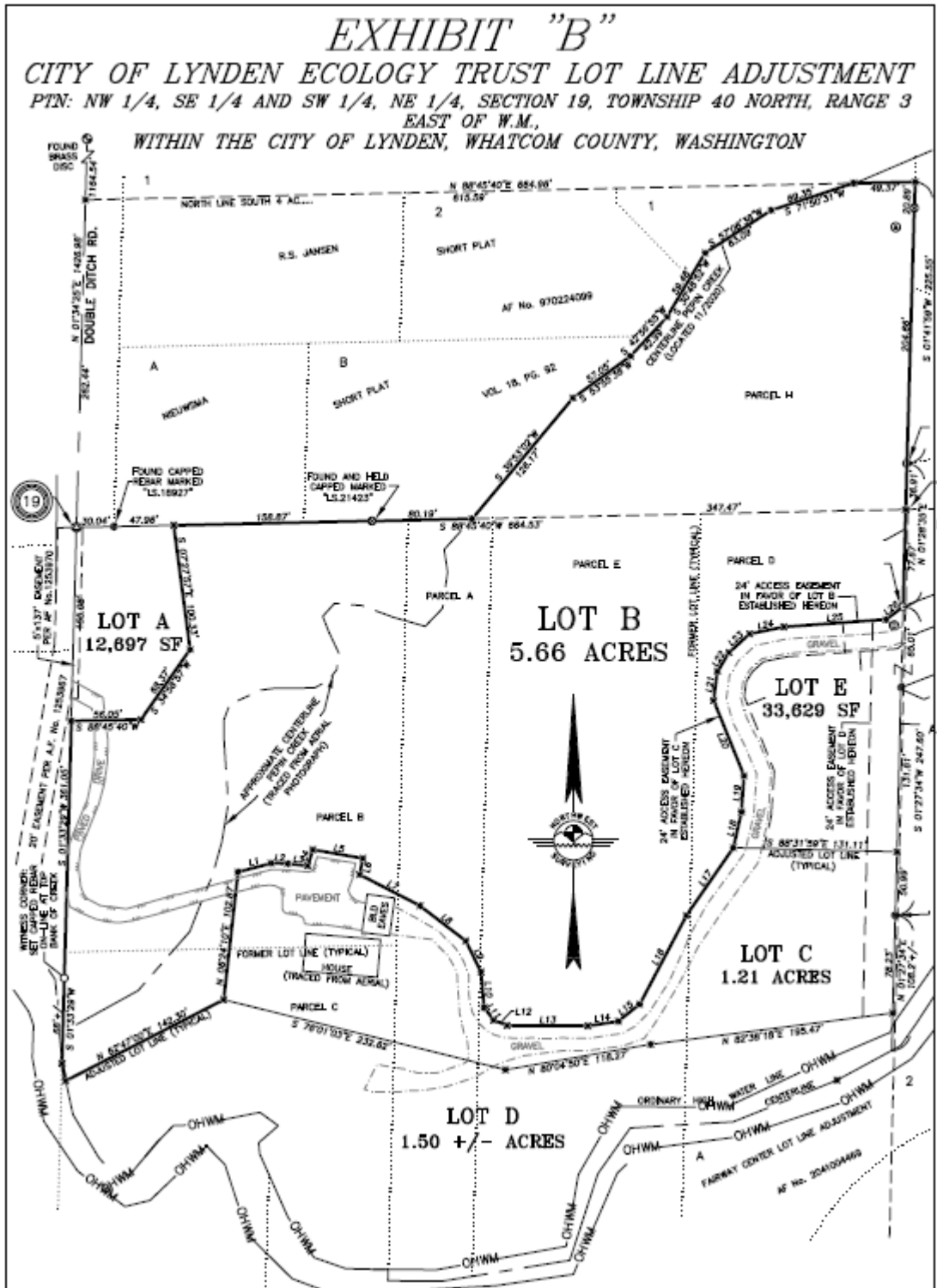
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

EXHIBIT A
Legal Description of the Real Property

LOT B, CITY OF LYNDEN ECOLOGY TRUST LOT LINE ADJUSTMENT, RECORDED
_____, 20___, AT WHATCOM COUNTY AUDITOR FILE NO. _____.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B
Depiction of the Real Property



**Dickinson Park Conservation Area
Lynden Parks Department**

Stewardship Plan

September 2021



1. Introduction

The Conservation Area Stewardship Plan begins to establish management, maintenance, and monitoring guidelines for the Conservation Area, the northern portion (5.66 acres) of the City’s recently acquired Dickinson Park, which is being protected through a conservation easement.

This Stewardship Plan has been prepared to fulfil the requirements of the State Department of Ecology for the use of their grant funding to acquire the property. While this Stewardship Plan is specific to the Conservation Area, its context within the larger park property is important. Use guidelines and land management of the entire park property will impact the Conservation Area. The easement for the Conservation Area primarily sets it aside - as is - for the protection of the forest and the dynamic stream system that runs through it.

a. Background

Purchased in 2019 using State Department of Ecology Revolving Fund Loan monies, Dickinson Park is a recent and remarkable acquisition to the City’s Park System. It is an extraordinary 9-acre wooded parcel in the middle of the city. Currently, the property has a single-family house on it with paved access from the north off Double Ditch Road and gravel access from the east off Fishtrap Way. The parcel is heavily forested with 2nd growth conifer trees. The property also boasts access to two creeks, Fishtrap Creek which forms the southern border of the park property, and Pepin Creek which flows through the Conservation Area. The confluence to these two streams is at the southwestern edge of the property – also within the Conservation Area.

Conservation Area

The northern 5.66 acres of the property, the “Forest Conservation Area” delineated on Figure 2 below, is being encumbered by a Deed of Right for Conservation Purposes. The conservation easement will protect the 2nd growth forest in this section of the park and allow Pepin Creek to maintain its natural hydrogeomorphic processes as it makes its way to the confluence with Fishtrap Creek. Future channel processes may necessitate stabilization of slopes and shoreline for safety.

While the 2nd growth forest within the Conservation Area is generally in remarkable condition, careful management is still needed. As a forested “island” within a developed urban landscape, pressures on the landscape remain, despite the “conserved” status. These pressures include: the spread of invasive species, potential overuse by visitors, and lack of forest regeneration due to herbivory.

b. Land Use History

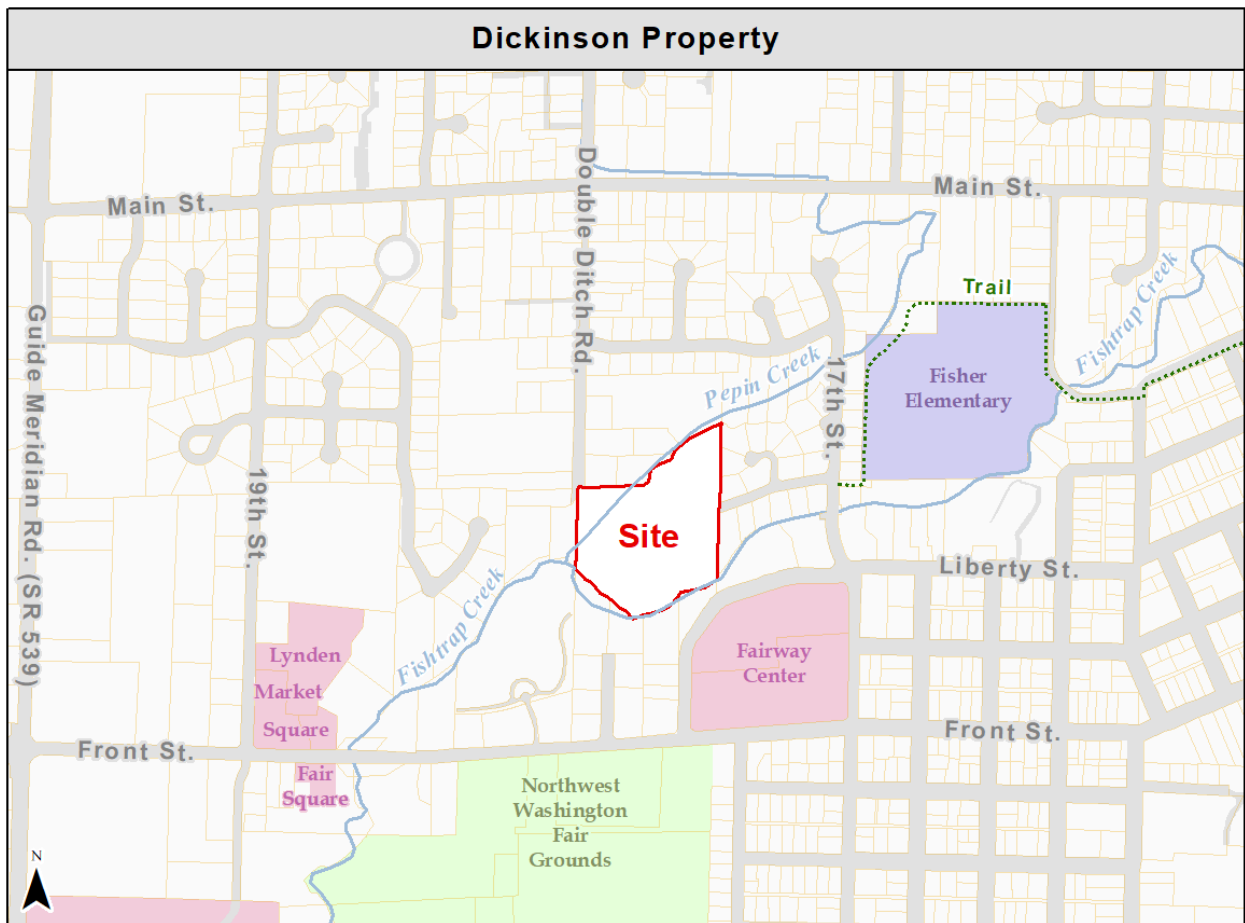
Fishtrap Creek forms the southern boundary of the overall park property as the creek bisects the City of Lynden on its path to the Nooksack River. Additionally, Pepin Creek, which flows south from British Columbia, joins Fishtrap Creek at the southwest corner of this property. As such, this was likely an important cultural site for the Nooksack Indian Tribe who have resided in this area for thousands of years. The entire area was cleared by Lynden’s early European settlers for timber and agriculture in the late 1800s. Except

for clearing for access and a home site in the late 1960s, the Dickinson Park property grew back to the extraordinary 2nd growth conifer forest that it is today.

The City of Lynden developed around the Dickinson property throughout the second half of the 20th century. Residential developments were built to the west, north and east and commercial activity and multifamily residential apartments and condominiums were developed across Fishtrap Creek to the south. Due to its limited access from the dead-end Double Ditch Road and the steep ravine of Fishtrap Creek on the south, most Lynden residents did not even know the property existed when it was acquired by the City.

The Dickinson family developed the property in the late 1960s, clearing for the driveways and home site, and maintaining 2 lawn areas on the property. In the late 1990s, the property owner worked with the Nooksack Salmon Enhancement Association to stabilize the eroding streambank below the home location. This project included the installation of large woody debris and planting native trees and shrubs in a thin strip directly along the creek. The Conservation Area within the Park has largely been left alone and is characterized by large conifers and dense undergrowth.

Figure 1. Vicinity Map – Dickinson Park Property, Lynden WA



2. Purpose – Landowner’s Goals

The City of Lynden acquired the Dickinson property as a park property with three goals. The Conservation Area of the Park directly helps the City meet these goals.

- 1) *To preserve unique and beneficial natural fish and wildlife habitat in the core of the City.*

The 5.66-acre Conservation Area protects the forested northern portion of the property from additional residential development. This will be done by protecting and managing natural ecological processes in the forested area.

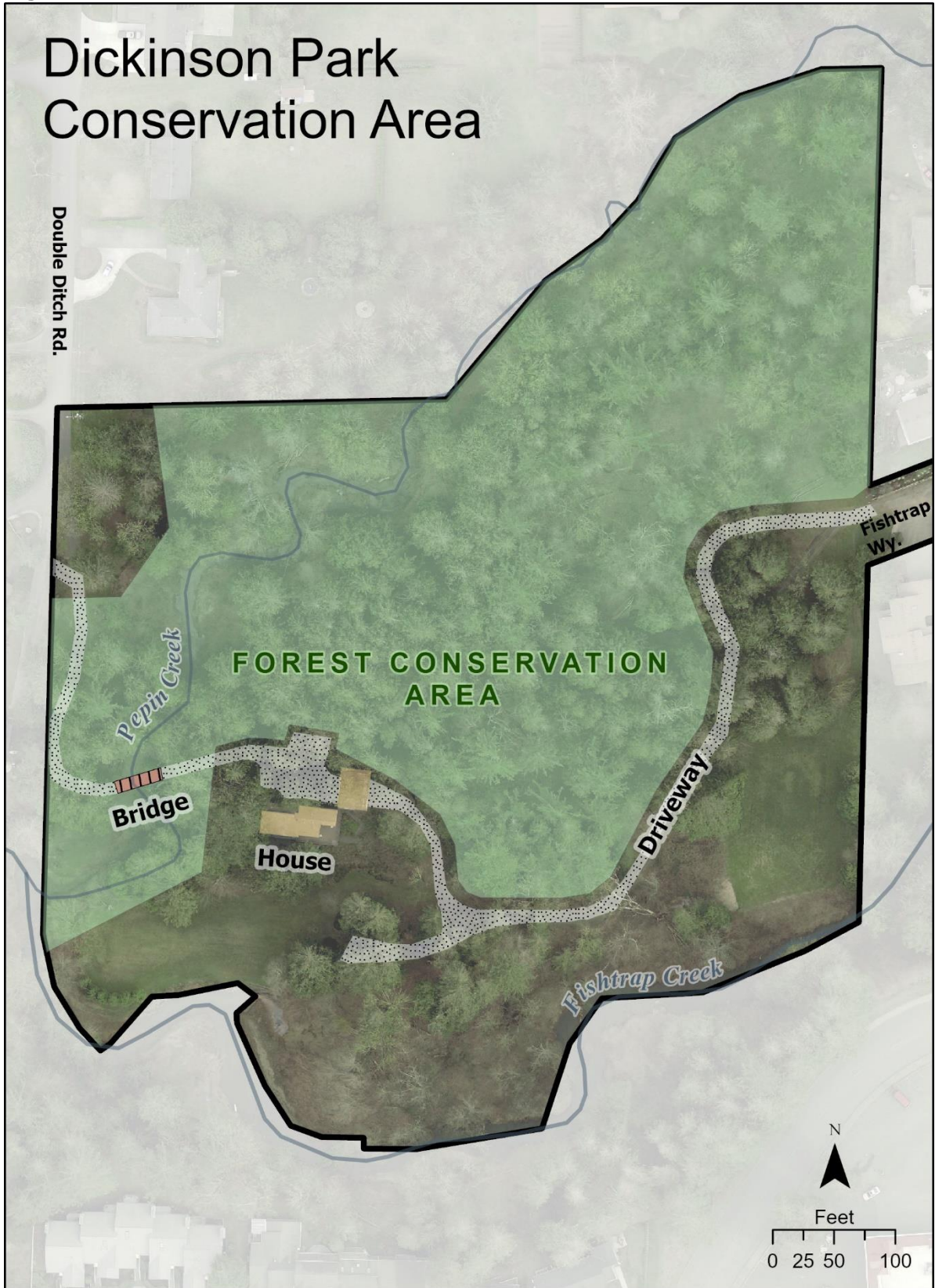
- 2) *To deliver low impact public access for residents to enjoy.*

This will be done by connecting the property to the City’s existing public trail system and by developing low impact visitation areas, interpretive hiking trails, and environmental education opportunities within the park, including in the Conservation Area.

- 3) *To help buffer the impacts of the City’s residential growth on Fishtrap and Pepin Creeks.*

As a park property, this 9-acre parcel no longer faces residential development pressure. Being located at the confluence of Fishtrap and Pepin Creeks, this property is uniquely suited to deal with high water events and to allow the stream to maintain its normal ecological processes.

Figure 2. Dickinson Park Conservation Area



3. Relationship to other actions and plans

The City of Lynden Park Master Plan (2020) identifies Dickinson Park as a key to providing park access to Lynden residents that live in the City’s western residential neighborhoods. It is also an important link in the development of the City’s most established public trail, the Jim Kaemingk Sr. Trail.

The City’s Shoreline Management Program (2019) identifies this property as important to protect and that it provides opportunity on which to improve habitat.

4. Current and Desired Conditions – Conservation Area

a. Fish use and habitat

The Conservation Area includes approximately 1,200 feet of the lower reach of Pepin Creek and its confluence with Fishtrap Creek. Both these streams provide freshwater habitat for Washington State Department of Fish and Wildlife priority fish species and habitat. Chum (*Oncorhynchus keta*), fall Chinook (*Oncorhynchus tshawytscha*), bull trout (*Salvelinus malma*), winter steelhead (*Oncorhynchus mykiss*), cutthroat (*Oncorhynchus clarki*), and coho (*Oncorhynchus kisutch*) are documented to use these streams.

Pepin Creek is actively downcutting as it flows from the northeast to the southwest in a deep ravine. The stream through this lower stretch from Main Street downstream to the confluence on this property is dynamic with naturally erosive streambanks. The ravine through the Conservation Area is well vegetated. Potential spawning areas through this property are present but minimal. Fish likely move through here on the way to other spawning grounds throughout the system.

Directly downstream of the existing driveway bridge over Pepin Creek, approximately 40 feet of the left bank has been hardened with a low concrete wall and old concrete pieces. This was built to prevent the stream from pushing into the ridge on which the house is located. There are no plans to remove that wall.

Desired Conditions

Maintain the ability of the stream to maintain its natural hydrogeomorphic course. Projects that would allow the channel to naturally migrate are limited due to this being a constrained urban stream, but the channel migration zone that does exist should be restored to native forest wherever possible. There are no plans to remove the hardened streambank downstream of the bridge.



Box culvert bridge on the existing driveway over Pepin

b. Riparian

The existing Pepin Creek riparian area is in relatively good shape. As stated above, it flows in a deep ravine on the property and both banks are well vegetated with large trees. Portions of the streambank have been hardened with concrete and there are pockets of invasive plants throughout.

Desired Conditions

Maintain the status of the well-vegetated Pepin Creek riparian zone. Aggressive control of invasive plant species, including clearing, hand pulling, and targeted herbicide treatments should occur as they are located.



Well-vegetated riparian slope above Pepin Creek

c. Hydrologic

The upland ridge above Pepin Creek is well drained and contains no wetland areas. Pepin Creek is fed by groundwater and surface water runoff throughout the watershed.

Desired Conditions

Protect the streambanks from erosion and restore natural hydrogeomorphic processes where feasible.

d. Soils and Soil Stability

The soils on the property are classified as Laxton loam (generally along the upland areas of the property) which are moderately well drained stable soils and the Lynden urban complex (generally in the Fishtrap Creek riparian area) which are generally well drained deep sandy loam soils. Pepin Creek is in a deep ravine on this property and is actively downcutting. This can result in erosive forces on the steep slopes of this ravine.

Desired Conditions

Direct public use and pathways away from steep slopes. Possible methods would include the establishment of an appropriately located trail and split rail fencing and educational signage.

e. Upland

The upland slopes and ridgetop highlight the 2nd growth conifer forest that overlooks this property. The forest is dominated by varying aged Western red cedar with Oregon grape, Indian plum and sword fern in the understory and ground cover. A few large Douglas fir trees are scattered across the property. The eastern slope of the property contains several large deciduous trees (Big leaf maple, paper birch, and cottonwood). Typical to an urban forest, there is also a heavy presence of invasive plant species – English ivy, blackberry, and herb-Robert are abundant throughout the upland portions of the property.

At the time of acquisition, there are neighboring lawn encroachments on the NE property line. Three properties along this line have extended their lawn and/or landscaped area into the park property. The north property encroaches up to 32 ft, the middle one encroaches 12 ft, and the south property encroaches 8 ft. These include unmaintained and unmaintained lawn areas. Now that the survey has clearly delineated the property boundary, the Parks Department will work closely with the property owner to create a clear demarcation between the two properties (possibly a split rail fence).

The small area just to the northwest of the Conservation Area, but within the creek buffer has been reserved as a possible trailhead location for parking. Future development of the parking area would be subject shoreline permitting. The remainder of the Park property outside of the conservation area to the south are anticipated for other as yet undetermined public recreational purposes.

Of note, both the riparian and upland areas of this property are heavily impacted by deer. There are “game” trails crisscrossing the upland areas and obvious sign of browsing across the property. Anything that can be eaten by deer has been. The browsing activity is abundant enough to inhibit forest regeneration.

Desired Conditions

Protect the existing forest, control invasive plant species, and manage the forest for active regeneration. The invasive plants need aggressive management to be fully controlled. In particular, English Ivy is currently covering significant areas of the forest floor and migrating up tree trunks in many locations. Other ground cover invasive plants should be pulled annually. Where appropriate, herbicide treatments may be necessary. Other control methods for ground cover invasive plants, such as low-intensity controlled fire, might be explored over time.

The neighboring property encroachments (NE property line) will be addressed by notifying the neighbors of the property line location and not allowing further private use of the public property.

Finally, the impact to the forest by deer herbivory will need to be addressed if long-term regeneration is to continue.



Game trail crossing the upland area

f. Public Use

At this time, the park property is not developed for significant public use. There is no developed public parking area and access points to the property are not designed to accommodate traffic. Furthermore, there are not designated use areas or an established trail system on the property. The small property retained to the northwest of the conservation area is anticipated as a area for trailhead parking for those wishing to enter the Park from the north over the existing bridge.



Residents walking through the cedar grove just to the south of the Conservation Area

Desired Conditions

Develop a park wide trail plan that will establish proper walking locations within the park and specifically within the Conservation Area. The Conservation Area will be protected but will be connected to the broader park property through a passive “hiking” trail. The development of an established walking path will help to protect the forest by directing users to the appropriate locations in that area.

A developed sitting area (bench) will be placed on the ridge along this trail to allow users to enjoy the forested landscape.

g. Cultural and Historic Resources

A Cultural Resources Assessment of the larger Pepin Creek Relocation Project was conducted by Garth Baldwin in 2013. While this property is considered to have a moderate to high risk of containing cultural resources, no documented sites are located here. The Conservation Area will be protected as is with minimal development over time. Any future ground disturbing activity (trail establishment) may require a more intensive survey and Inadvertent Discovery Protocol will be established for that activity.

Desired Conditions

Conduct the appropriate cultural resources and historic structure intensive surveys when required to further identify any culturally important sites on the property.

5. Maintenance and Monitoring Schedule

Activity	Timing	Effectiveness Review
Develop Park Use Plan <ul style="list-style-type: none"> • Determine Park purpose • Confirm City Trail location(s) • Collect public input • Establish access points • Finalize use areas 	2021-2023	Review and revise as needed
Develop Forest Management Plan <ul style="list-style-type: none"> • Invasive species management • Forest regeneration 	2022-2023	Review and revise as needed
Invasive Species Control	Ongoing	Intensive for 5 years. Spot control thereafter in perpetuity.
Forest Inventory <ul style="list-style-type: none"> • Flora, fauna and tree inventory 	Establish by 2025	10-year monitoring cycle

6. Adaptive Management Plan

The Park Use Plan and Forest Management Plan will identify the appropriate objectives for the management of this property. These plans will be developed using the best available science, public feedback, and the desires of policy makers. As activity occurs, those plans will be consulted and reviewed for necessary changes over time.

7. Roles, Responsibilities, and Funding

The Lynden Parks Department is responsible for the protection and stewardship of this park property. The City Council through the Parks Committee, with advice from the Parks and Trails Advisory Board, works with the Lynden Parks Department to establish the use and management directives for this park property.

Parks funding comes from a variety of sources – City General Fund, a current Parks and Trails Bond, and Park Impact Fees. Specific development, restoration and management activities for this park will require funding from targeted grant resources. The Lynden Regional Parks and Recreation District has historically provided funding for park improvements and has already obtained funding for future trail improvements within Dickinson Park, south of the Conservation Area.

8. Constraints and Uncertainties

The long-term care and management of this property will require balancing public use and desires with careful ecological management.

Securing funding and allocating the appropriate resources for this work will be substantial.

9. Attachments

- a. **Vicinity Map:** Incorporated above
- b. **Site Plan:** Incorporated above
- c. **Photos:** Incorporated above
- d. **Permit requirements:**

No identified permits are needed at this time. Future trail construction and infrastructure development may need permits that will be identified at that time.

e. Monitoring Protocols:

Monitoring of the property will be designed to observe an appropriate balance between providing public access for viewing/recreation and conservation of the property's unique natural resources. The specifics of this oversight will entail:

- Designation of suitable trail locations and monitoring the impacts of that use on the forest and riparian environment.
- The identification and control of invasive plant species across the property.
- Forest inventory surveys to assess the viability of natural forest regeneration and determining the appropriate forest management techniques to increase the viability of the native flora.
- Inventory and document the use of the property by local native fauna.

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Deed of Right and Stewardship Plan for 1625 Main Street	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review:	
	<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
1) Stewardship Plan with Department of Ecology 2) Deed of Right with Department of Ecology		
Summary Statement:		
<p>The City received a Department of Ecology Clean Water State Revolving Fund Loan for Pepin Creek design and property acquisition in 2018. Some of those funds were intended for the acquisition of the property at 1625 Main Street (former Erdmann Property) to reroute and stabilize the shoreline of Pepin Creek south of the Main Street as part of the greater Pepin Creek Relocation Project. The purchase of the property was approved by City Council at their April 5, 2021, meeting with the understanding that upon approval of a Stewardship Plan and Deed of Right the loan funds could be used to reimburse the City line of credit for the purchase. The attached Plan and Deed of Right and associated Stewardship Plan have been reviewed and approved by the Department of Ecology. Staff is recommending approval so that the Ecology reimbursement can be accomplished</p>		
Recommended Action:		
<p>That City Council approve and authorize the Mayor’s signature on the Deed of Trust for the former Erdmann property at 1625 Main Street.</p>		

Upon Recording, Please Return To:

Washington State Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Attn: Eliza Keeley-Arnold, Financial Management Section

DOCUMENT TITLE:

DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTOR:

CITY OF LYNDEN, a municipal corporation

GRANTEE:

STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY including any successor agencies.

ABBREVIATED LEGAL DESCRIPTION:

Lots 1 & 2, Erdmann Short Plat

Full legal description at Page 5 hereto

ASSESSOR'S TAX PARCEL NUMBER:

400319 459429 0000

400319 459417 0000

DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES

THIS **DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES (“Deed”)** is made and entered into by and between the CITY OF LYNDEN, a municipal corporation (hereinafter referred to as “Grantor”) and the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY including any successor agencies (hereinafter referred to as “Grantee” or “Ecology”).

Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Clean Water State Revolving Loan Account. Such loan is made pursuant to the Project Agreement entered into between Grantor and Ecology entitled Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and City of Lynden, Agreement Number WQC-2018-LyndPW-00044, signed by Grantor on the 29th day of June, 2019 and by Ecology on the 18th day of July, 2019 (Project Agreement) and supporting materials which are on file with Grantor and Ecology in connection with the Project Agreement.

Grantor hereby conveys and grants to Ecology as the representative of the people of the State, the perpetual right to enforce the following duties on the real property described in Exhibit A and depicted in Exhibit B (“Property”), under the terms herein:

1. Duties of Grantor.

1.1 Grantor shall take such reasonable and feasible measures as necessary to protect the Property in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement and the Ecology approved Erdmann Conservation Area 1625 Main St, Lynden WA 98264 Stewardship Plan, October 2021 (Stewardship Plan) as maintained with the Project Agreement record, including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property by reducing erosion, channel incision, and restore stream channel and riparian vegetation.

1.2 Grantor shall allow public access to the Property as provided in the Stewardship Plan. Such access shall be subject to the restrictions allowed under the Stewardship Plan, by written agreement with Ecology, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Property consistent with habitat conservation purposes and the Project Agreement.

1.3 Grantor shall provide access to Ecology, or Ecology’s authorized representatives, at all reasonable times, to inspect the Property for compliance with the terms of this Deed and the Project Agreement. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with Ecology, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.

1.4 Without prior written consent by Ecology or its successors, Grantor shall not use or allow any use of the Property (including any part of it) that is inconsistent with the riparian and habitat purposes identified in this Deed or the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the riparian and habitat purposes herein granted and as stated in the Project Agreement.

2. Covenants Run with Land – Binding Upon Successors and Assigns. This Deed contains covenants running with the land and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee’s sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

3. Limit on Removal or Alteration of Deed. This Deed may not be removed or altered from the Property unless specific approval has been granted by Ecology or its successors.

4. Right of Enforcement. Ecology or its successors shall have an independent right to enforce the terms of this Deed.

GRANTOR / GRANTOR:

City of Lynden

By: Scott Korthuis
Its: Mayor

Dated this ___ day of _____, 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

GRANTEE / ECOLOGY:

State of Washington, acting by and through the
Washington State Department of Ecology

By:
Its:

Dated this ___ day of _____, 2022

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

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of the **Department of Ecology**, who acknowledged said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said party.

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

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

EXHIBIT A
Legal Description of the Real Property

PARCEL A:

LOTS 1 AND 2, ERDMANN SHORT PLAT AS RECORDED OCTOBER 30, 1985, IN VOLUME 12 OF SHORT PLATS, PAGE 82, UNDER AUDITOR'S FILE NO. 1521121, RECORDS OF WHATCOM COUNTY, WASHINGTON.

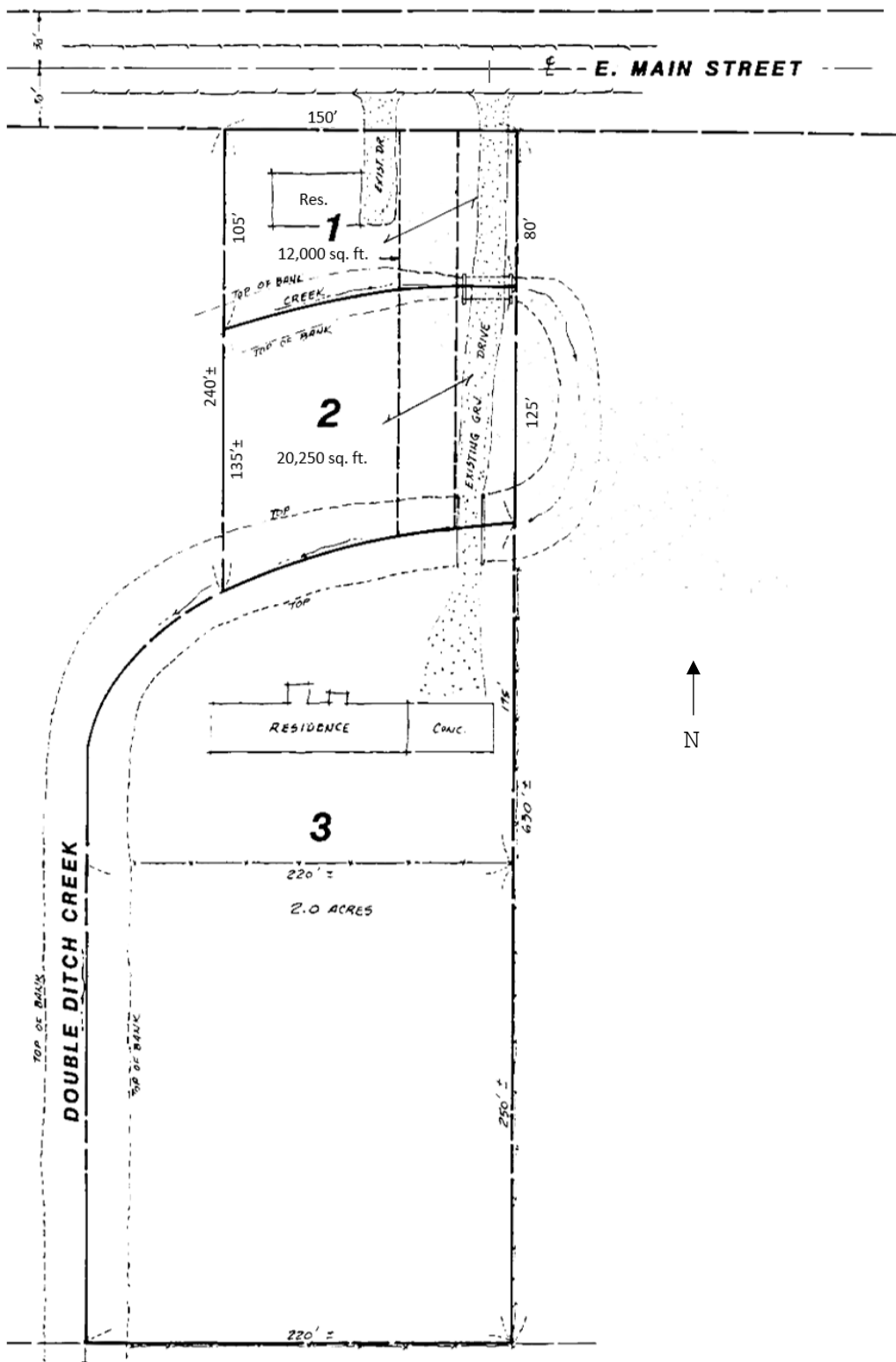
SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL B:

A 60 FOOT EASEMENT FOR ROADWAY AS DELINEATED ON ERDMANN SHORT PLAT AS RECORDED OCTOBER 30, 1985, IN VOLUME 12 OF SHORT PLATS, PAGE 82, UNDER AUDITOR'S FILE NO. 1521121, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B
Depiction of the Real Property
(Lots 1 & 2 only)



Erdman Conservation Area

1625 Main St, Lynden WA 98264

Stewardship Plan

October 2021



1. Introduction

The Erdmann Conservation Area Stewardship Plan begins to establish management, maintenance, and monitoring guidelines for the property which is being protected through a conservation easement.

a. Background

The approximate $\frac{3}{4}$ acre property (made up of 2 separate parcels) was purchased by the City in 2021 to add to the City's Pepin Creek Relocation Project infrastructure. Pepin Creek currently flows through the property twice as it encompasses a tight u-shaped bend in the creek. This property will protect Pepin Creek and its buffer downstream of Main Street before it rapidly descends towards the confluence with Fishtrap Creek.

The two Erdmann parcels directly abut the city owned parcels to the west (~ 2 acres). These properties combined give the city the appropriate space to place the new bridge over Main Street, to regrade and enhance the existing stream channel, and provide a location for a future Pepin Creek Trail connection.

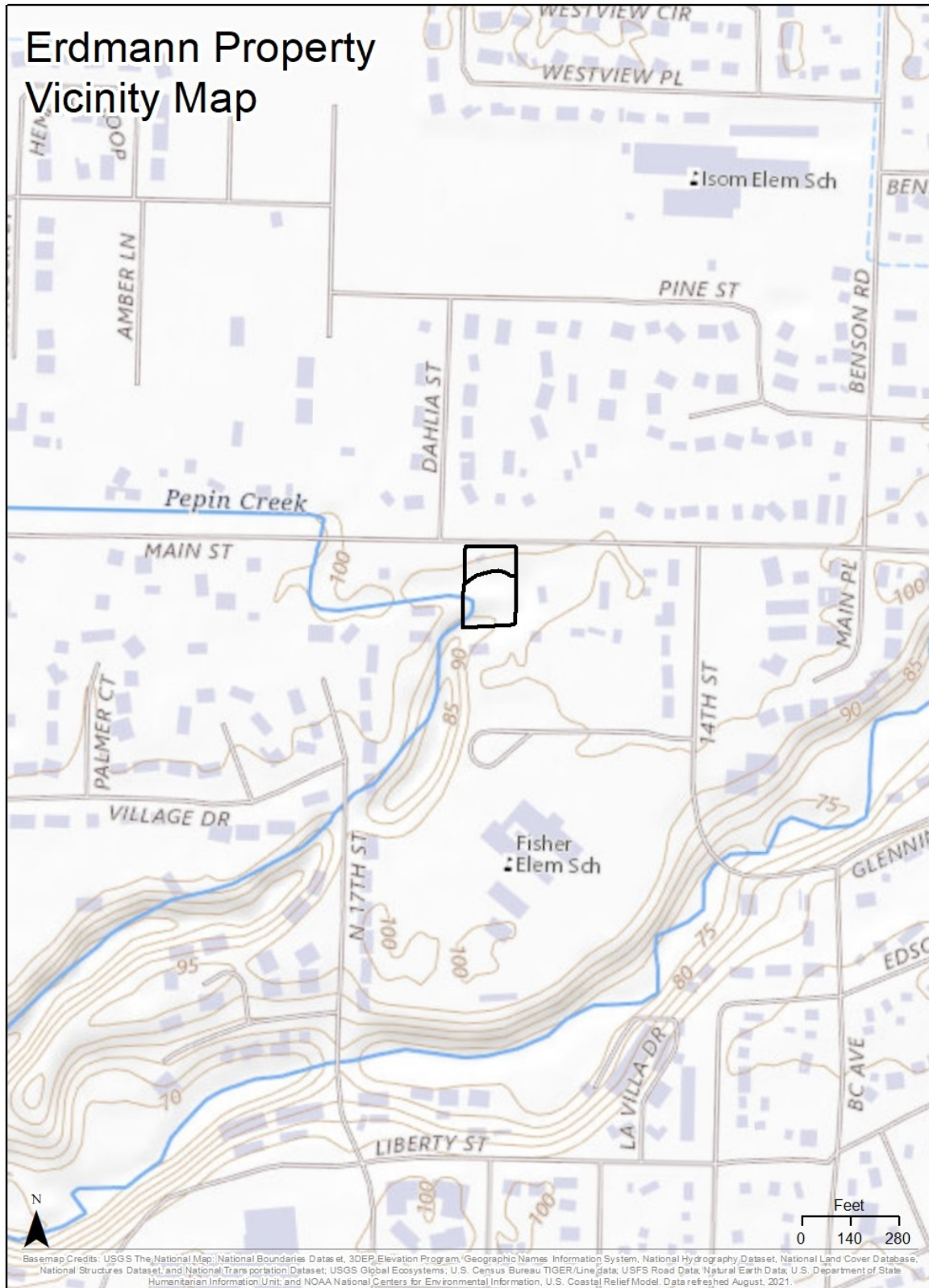
b. Land Use History

The single-family residence was built on the northern parcel in 1930. The northern parcel also contains two small accessory structures – construction date unknown. All are within 50 ft of the creek edge. The southern parcel contains another accessory structure. All the buildings on the two parcels are in disrepair and not usable or occupiable. The driveway along the east side of the 2 parcels accesses a separate parcel (not included in this Stewardship Plan), which contains a single-family residence built in 1987.

Approximately, 300 ft of Pepin Creek divides the two Erdmann parcels in 2 locations. The stream flows east to west along the boundary of the 2 parcels. Just across the eastern property line the stream makes a tight u-shaped bend and crosses back across the southern parcel on its course to the Fishtrap Creek confluence. Pepin Creek has been historically modified and has likely been channelized in this location. The channel is deep and grades downward dramatically. The stream bed contains large remnants of concrete sidewalk which was placed here when Main Street was upgraded in the 1980's.

The property has been neglected. As stated above, the buildings are deteriorating and the property, particularly the forested southern parcel, is mostly overrun by invasive plants (blackberry, English Ivy).

Figure 1. Vicinity Map – Erdmann Property, Lynden WA



2. Purpose – Landowner’s Goals

The City of Lynden acquired the Erdmann property with three goals.

- 1) *To increase the City property infrastructure available to alleviate the downstream impacts (south of Main St) of the larger scale Pepin Creek Relocation Project.*
- 2) *To protect and allow for the ecological enhancement of the stream and its buffer in this location.*
- 3) *To accommodate the planned Pepin Creek Trail through this area and provide a trail connection to the Jim Kaemingk Sr Trail.*

3. Relationship to other actions and plans

Pepin Creek Subarea (PCSA) Plan: While this property is not within the identified PCSA, the creek relocation project recognized improvements on this property as necessary for the future residential development of the subarea. This property is just east of the proposed relocated Pepin Creek and the new bridge at Main Street over that crossing. The stream channel under the new bridge will connect to the existing channel on the City owned adjacent parcel (west) of the Erdmann property.

City of Lynden Park and Trail Master Plan: The master plan indicates that the Pepin Creek trail will connect to the Jim Kaemingk Sr Trail south of this property. The Erdmann property will accommodate this key connection to the Pepin Creek Trail.

4. Current and Desired Conditions

a. Fish use and habitat

Approximately 300 ft of Pepin Creek runs through the Erdmann property. Pepin Creek provides freshwater habitat for Washington State Department of Fish and Wildlife priority fish species and habitat. Chum (*Oncorhynchus keta*), fall Chinook (*Oncorhynchus tshawytscha*), bull trout (*Salvelinus malma*), winter steelhead (*Oncorhynchus mykiss*), cutthroat (*Oncorhynchus clarki*), and coho (*Oncorhynchus kisutch*) are documented to use this stream.

Pepin Creek has been highly modified for agriculture use and associated drainage north of this property. It provides some rearing and spawning grounds, but fish are more likely to move through this area on the way to other spawning grounds throughout the system. South of Main Street, including through this property, the stream is actively downcutting on its path to the confluence with Fishtrap Creek.

Desired Conditions

Regrade and relocate the channel through this property. Restore natural streambank, remove concrete sidewalk pieces, and enhance spawning gravel locations throughout the system. See Exhibit 1 for preliminary regrade concept.

b. Riparian

The riparian zone of Pepin Creek through this property is vegetated on the south parcel. The ground cover is dominated by invasive species, particularly English Ivy which is migrating up existing tree trunks wherever possible. The riparian zone on the north parcel contains insufficient cover, is characterized by a few scattered trees, unmaintained lawn, and the accessory structures to the house.

Desired Conditions

Care for the existing large healthy trees. Remove buildings from the parcels. Aggressive control of invasive plant species.

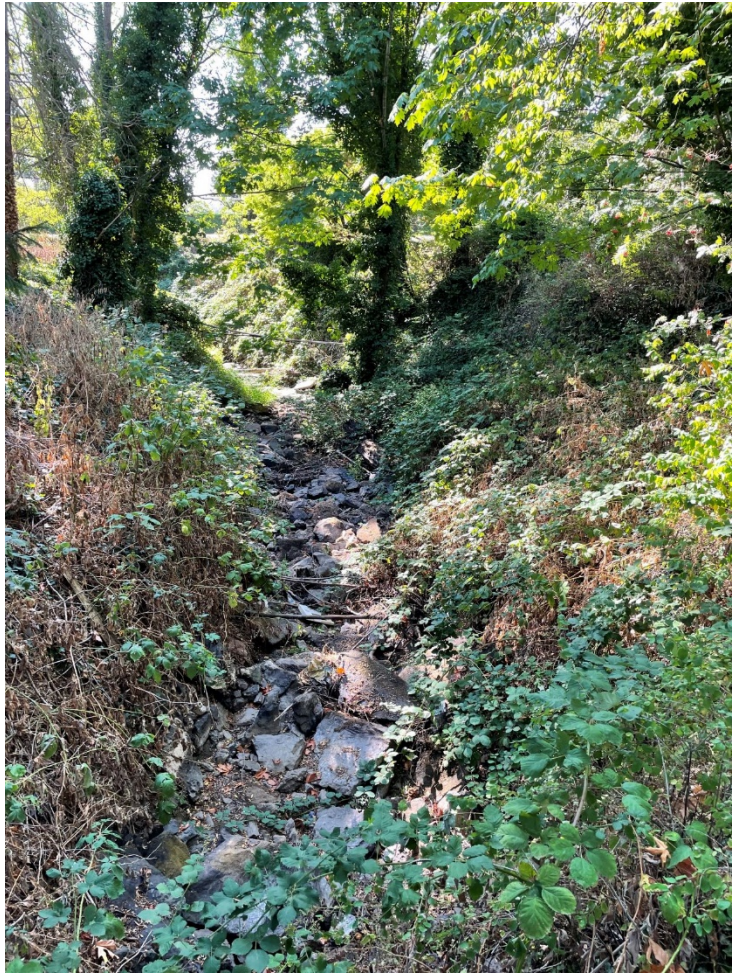


c. Hydrologic

The property is dominated by the presence of the Pepin Creek channel. There are no wetlands on the property. Pepin Creek is fed by groundwater and surface water runoff throughout the watershed.

Desired Conditions

Protect the streambanks from erosion and restore natural hydrogeomorphic processes where feasible.



d. Soils and Soil Stability

The soils on this property are identified as Laxton loam, which are considered moderately well drained. Pepin Creek is in a fairly deep channel on this property and is actively downcutting. This can result in erosive forces on the steep slopes of the channel.

Desired Conditions

Enhance vegetative cover on the streambanks. Direct any future public use onto appropriate trails and pathways suitable for that use.

e. Upland

The upland portion of the Erdmann property contains the deteriorating house and accessory structures. There is also a hardened (not paved) driveway and parking area.

Desired Conditions

Appropriately remove the structures, finalize the future use of the property, and restore/enhance the existing stream buffer with native plantings and invasive species control.



f. Public Use

The property does not currently accommodate public use. The dilapidated structures pose a safety threat at this point.

Desired Conditions

Further evaluate the relationship of this property to the location of the future Pepin Creek trail. Determine trail location through this property as the channel redesign is finalized.

g. Cultural and Historic Resources

A Cultural Resources Assessment of the larger Pepin Creek Relocation Project was conducted by Garth Baldwin in 2013. While this property is considered to have a moderate

to high risk of containing cultural resources, no documented sites are located here. Any future ground disturbing activity (channel modification, trail construction, etc.) may require Inadvertent Discovery Protocol to be established for that activity.

The house is more than 90 years old. It has likely been modified over the years and is in very poor condition. The accessory structures on the property are in need of demolition.

Desired Conditions

Establish Inadvertent Discovery Protocol as necessary for future ground disturbing activity.

Remove structures to accommodate stream restoration and enhancement activity.

5. Maintenance and Monitoring Schedule

Activity	Timing	Effectiveness Review
Establish the defined uses of the property	2021-2022	Review and revise as needed
Channel regrade design and establishment	2022-2023	Review and revise as needed
Native Planting and Invasive Species Control	After channel regrade	Ongoing plant maintenance until establishment and invasive plant species control in perpetuity
Public use plan – determine how this property might accommodate recreational uses (Pepin Creek Trail)	2022-ongoing	Once established, ongoing maintenance will be required.

6. Adaptive Management Plan

Once the channel is regraded and moved, ongoing management of the system may be required.

7. Roles, Responsibilities, and Funding

The Lynden Public Works Department is responsible for the infrastructure development on this property (building removal, channel regrade, trail improvements).

The Lynden Parks Department will be responsible for the maintenance of future recreational improvements.

8. Constraints and Uncertainties

The long-term care and management of this property will require balancing public use and desires with careful ecological management.

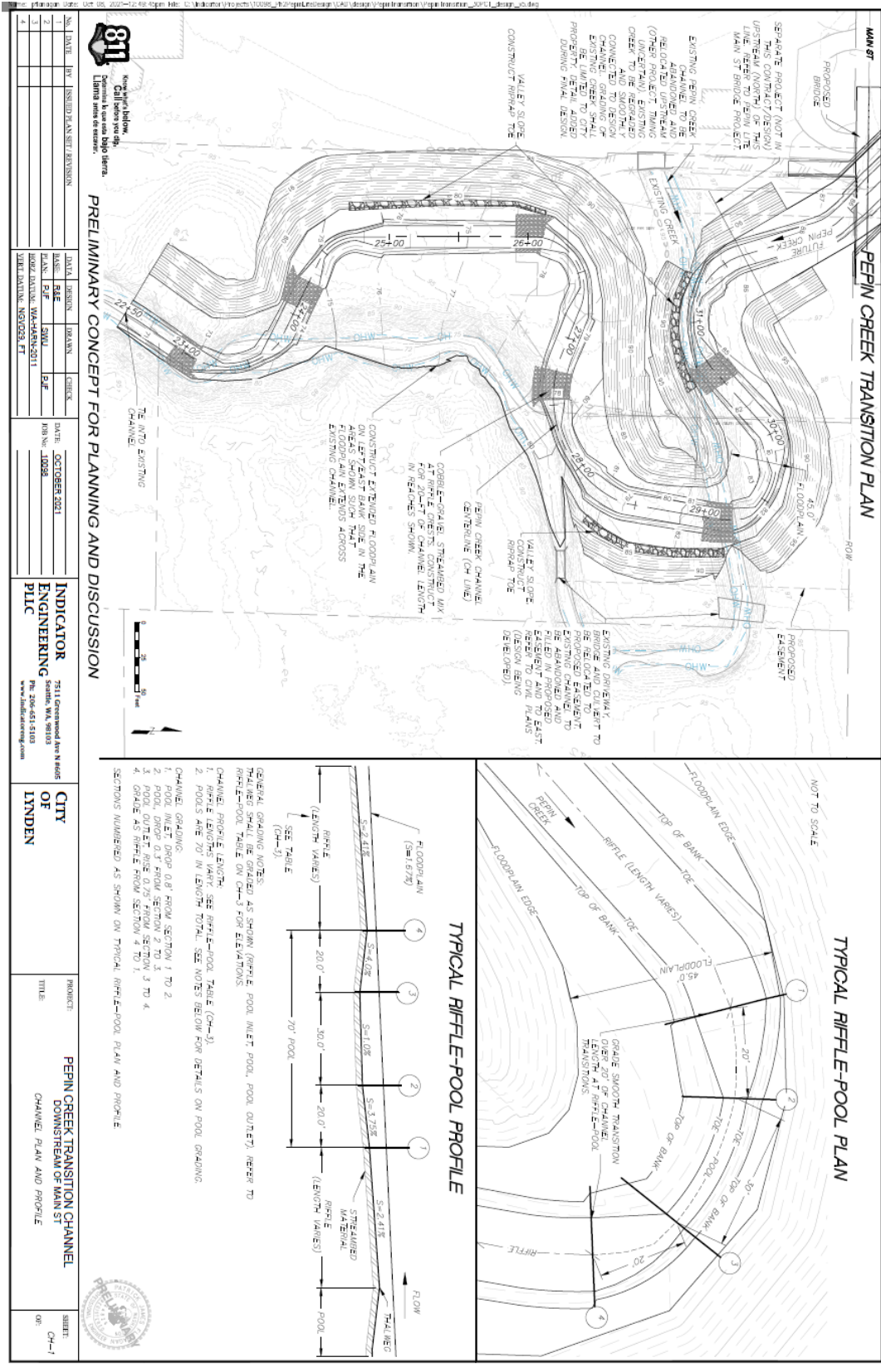
Securing funding and allocating the appropriate resources for this work will be substantial.

9. Attachments

- a. **Vicinity Map:** Incorporated above
- b. **Site Plan:** Incorporated above and Exhibit 1 below
- c. **Photos:** Incorporated above
- d. **Permit requirements:**
 - Demolition permit: for house and structure removal and asbestos abatement.
 - Future infrastructure development may need permits (HPA, Critical Area review) that will be identified at that time.
- e. **Monitoring Protocols:**

Future native plantings once stream regrade occurs - annual survival counts and coverage until plantings established (~ 5 years) and invasive species controlled.

Exhibit 1: Preliminary Shoreline Stabilization and Channel Regrade



CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Award Bid for Industrial Condensate Pipeline – Riverview to Outfall	
Section of Agenda:	Consent	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		<u>Legal Review:</u>
		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
1) Certified Bid Tabulation 2) Reichhardt and Ebe Engineers Recommendation to Award		
Summary Statement:		
<p>Staff recently solicited bids for the Industrial Condensate Pipeline – Riverview to Outfall. This is the final phase of the Industrial Condensate relocation project that allows Lynden to benefit from this water in its annual drinking water appropriation from the Nooksack River. The project includes the installation of an 18-inch Industrial Condensate Pipeline from an existing manhole approximately 750 feet north of the Nooksack River on the west side of Hannegan to an outfall into the Nooksack River. Two bids were received on November 30, 2021, as shown in the attached bid tabulation prepared by Reichhardt and Ebe Engineering.</p> <p>The Public Works Committee at their December 6th meeting concurred to recommend the bid be awarded to Strider Construction, the lowest responsible and responsive bidder, in the amount of \$2,659,654.08 including Washington State Sales Tax. This bid is below the Engineer’s Estimate of \$2,889,935.81.</p>		
Recommended Action:		
That City Council award the contract for the Industrial Condensate Pipeline – Riverview to Outfall project to Strider Construction in the amount of \$2,659,654.08, including Washington State Sales Tax, and authorize the Mayor to sign the contract and to construct the project within the budgeted project funding.		



December 7, 2021

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Steve Banham, Public Works Director
Mark Sandal, Programs Manager

Re: City of Lynden
Industrial Condensate Pipeline – Outfall

Recommendation to Award

Dear Steve and Mark,

We have reviewed all construction bid proposals for the above referenced project. Strider Construction, Inc. (Strider) provided the lowest responsive bid at \$2,659,654.08 including sales tax.

In addition to the standard bidder responsibility information, this contract includes nine additional bidder responsibility criteria. Strider provided the required information within the specified timeframe. The additional bidder responsibility criteria are summarized below, and the associated Bidder Qualifications Certificate is attached:

1. Delinquent Sales Tax. Strider does not owe any delinquent taxes to the Washington State Department of Revenue.
2. Federal Debarment. Strider is not currently debarred or suspended by the Federal Government
3. Subcontractor Responsibility. Strider provided sufficient documentation to support proper vetting and contracting with its subcontractors.
4. Claims Against Retainage Bonds. Strider indicated that they do have one claim against their retainage bond and provided additional information regarding the claim. We followed up with the Town of Friday Harbor which is the owner of the project where the claim occurred. The Towns explanation of the claim matched that provided by Strider, which consists of a claim by one of Striders subcontractors against their bond. In our opinion this single claim does not exhibit a record of claims filed again the retainage or payment bond or exhibit a lack of effective management by Strider.
5. Public Bidding Crime. Strider has not been convicted of a public bidding crime in the past 5 years.
6. Termination for Cause / Termination for Default. Strider has not had any public works contract terminated for Cause or Default within the past 5 years.
7. Lawsuits. Strider has not had any judgements entered against them in the past 5 years. It should be noted that the claim against Striders retainage bond in Friday Harbor has resulted in a lawsuit.

After talking with the Town of Friday Harbor and as also stated by Strider, resolution of the lawsuit is expected in spring 2022. As that lawsuit has yet to be resolved, it is not known at this time if it will result in a judgement being entered against Strider or if they will prevail in the matter.

- 8. Bidder's Prior Work Experience with Auger Boring. Strider is using subcontractor Gonzales Boring and Tunneling (Gonzales) for the auger boring work. Strider provided sufficient project experience for Gonzales meeting the requirements of the contract. We also checked with Staheli Trenchless Consultants, R&E's trenchless subconsultant, who stated Gonzales has completed more than 20 of their projects and will be very good.
- 9. Bidder's Prior Work Experience with In-Water Construction. Strider provided sufficient project experience and experienced personnel meeting the requirements of the contract.

We evaluated the bid tabulation and noted that Striders lump sum bid price for Bid Item 51, Offshore Outfall, was 41% lower than the second bidder and 48% lower than the Engineer's Estimate. Upon request, Strider provided a lump sum breakdown for Item 51. Because Striders cost for this item was so much lower than the other bidder and the Engineer's Estimate, we want to satisfy ourselves that Strider has adequately accounted for the actual cost of construction. We are satisfied that Strider has adequately covered the actual cost of construction. It appears Strider has moved some of the cost of the Offshore Outfall into their bid item for mobilization, and a dewatering bid item. When accounting for the mobilization and dewatering item, Striders total cost becomes 15% lower than the second bidder and 25% lower than the Engineers Estimate which we believe is acceptable and does not place the City in a detrimental position.

Based on the above information, we recommend that you award the contract to Strider Construction, Inc. subject to the following:

- 1. Required project funds are available.
- 2. The City of Lynden understands the risk (albeit small in our opinion) that the Ecology comment period on the Whatcom County Shorelines permit ends on December 23, 2021. Award of the contract prior to the end of the comment period creates a small risk that additional conditions are placed on the permit, that are currently not accounted for within the construction contract.

Sincerely,

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

BIDDERS QUALIFICATION CERTIFICATE Per Special Provisions Section 1-02.14

The undersigned hereby certifies and submits the following qualifications:

Name: Strider Construction Co., Inc.

Address: 4721 Northwest Drive, Bellingham, WA 98226

Washington Registration No. Expires: STRIDCC121OZ 6/23/2023 (M/D/Y)

Number of years in contracting business under present name: 33 years

Particular types of construction work performed by your company: Water and wastewater treatment facilities, roads, bridges, underground utilities, environmental remediation, highway, site work, sewer and water mains, etc.

Supplemental Criteria 1. Delinquent State Taxes

Does the Bidder owe delinquent taxes to the Washington State Department of Revenue? _____ Yes X No

If yes, attach an explanation of the circumstances of each instance.

Supplemental Criteria 2. Federal Debarment

Is the Bidder currently debarred or suspended by the Federal government? _____ Yes X No

Supplemental Criteria 3. Subcontractor Responsibility

Attach a copy of the Bidders standard subcontract form Please see attached.

Describe your procedure for validating the responsibility of subcontractors with whom you contract:

Please see attached Subcontractor Responsibility Checklist to be filled out by Subcontractor signed and returned with Subcontract.

Supplemental Criteria 4. Claims Against Retainage and Bonds

Has the Bidder had claims made against retainage or bonds within the three years prior to the bid submittal date? X Yes _____ No

If yes, attach a list of public works projects completed in the last three years and the following information for each project:

- Name of project Please see attached.
- Owner name and contact information
- Description of claim filed against retainage or bond
- An explanation of the circumstances surrounding the claim(s) and the ultimate resolution

Supplemental Criteria 5. Public Bidding Crime

Has the Bidder been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date?

_____ Yes X No

Supplemental Criteria 6. Termination for Cause / Termination for Default

Has the Bidder had any public works contract terminated for cause or for default in the five years prior to the bid submittal date?

_____ Yes X No

If yes, attach an explanation of the circumstances of each instance.

Supplemental Criteria 7. Lawsuits

Has the Bidder had any lawsuits with judgements entered against the Bidder in the five years prior to the bid submittal date?

_____ Yes X No

If yes, attach an explanation of the circumstances of each instance.

List and provide a brief summary of several recent construction projects performed that meet the RESPONSIBLE BIDDER CRITERIA as specified in this contract:

Supplemental Criteria 8. Bidders Work Experience with Auger Boring

Project 1 Name: Kent-Auburn Sewer Conveyance Project

Contractor Project Manager Name and Phone Number: Dustin Lehman, Kiewit Infrastructures Phone: 253-943-4184

Owner Name and Phone Number: King County, Washington

Owner's Project Manager Name and Phone Number: 206-296-0100

Casing Size and Length: 201' x 60" diameter steel casing under UPRR

Pilot Tube Guidance? X Yes _____ No

Description of how the project meets supplemented criteria: Ground conditoinis, grade & tolerances

Initial Contract Value: \$ Confidential Final Contract Value: \$ Confidential

Initial Contract Time: Oct 2017 to Nov 2017 Final Contract Time: Oct 2017 to Nov 2017
(date) (date) (date) (date)

Project 2 Name: NW 48th and Schooner Creek Pump Stations

Contractor Project Manager Name and Phone Number: Casey Dark, Emery & Sons Construction
Phone: 503-588-7576

Owner Name and Phone Number: City of Newport, Oregon

Owner's Project Manager Name and Phone Number: 541-547-0603

Casing Size and Length: 282' x 42" diameter steel casing

Pilot Tube Guidance? Yes No

Description of how the project meets supplemented criteria: Similar ground conditions

Initial Contract Value: \$ 150,000.00 Final Contract Value: \$ 150,000.00

Initial Contract Time: April 2019 to May 2019 Final Contract Time: April 2019 to May 2019
(date) (date) (date) (date)

Project 3 Name: Harris Road Sewer & Water

Contractor Project Manager Name and Phone Number: Dan DeRousie, Culbert Construction
509-380-5829

Owner Name and Phone Number: City of Pasco, Washington

Owner's Project Manager Name and Phone Number: 509-544-3080

Casing Size and Length: 381' x 42" steel casing (sewer) & 381' x 36" steel casing (water)

Pilot Tube Guidance? Yes No

Description of how the project meets supplemented criteria: Both crossings used Pilot Tube methods

Initial Contract Value: 600,000.00 Final Contract Value: 600,000.00

Initial Contract Time: April 2019 to June 2019 Final Contract Time: April 2019 to June 2019
(date) (date) (date) (date)

Project 4 Name: Kino South Sports Complex Phase 1 Development

Contractor Project Manager Name and Phone Number: Mike Tadeo, KE&G Construction
Phone: 520-748-0188

Owner Name and Phone Number: Pima County, Arizona

Owner's Project Manager Name and Phone Number: 520-724-9999

Casing Size and Length: 426' x 30" steel casing

Pilot Tube Guidance? Yes No

Description of how the project meets supplemented criteria: Crossing under I-10 Freeway

Initial Contract Value: \$ 300,000.00 Final Contract Value: \$ 300,000.00

Initial Contract Time: Jan 2020 to Feb 2020 Final Contract Time: Jan 2020 to Feb 2020
(date) (date) (date) (date)

Project 5 Name: Carrier SE 8th Sanitary Sewer & Water Project

Contractor Project Manager Name and Phone Number: Daniel Migas, Nelson & Sons Construction
Phone: 360-668-3800

Owner Name and Phone Number: Toll Brothers, Inc.

Owner's Project Manager Name and Phone Number: 425-825-1955

Casing Size and Length: 264' x 42" steel casing

Pilot Tube Guidance? Yes No

Description of how the project meets supplemented criteria: Similar ground conditions.

Initial Contract Value: \$ 350,000.00 Final Contract Value: \$ 350,000.00

Initial Contract Time: July 2020 to August 2020 Final Contract Time: July 2020 to August 2020
(date) (date) (date) (date)

Supplemental Criteria 9. Bidders Work Experience with In-Water Construction

Project 1 Name: WWTP Outfall Replacement

Contractor Project Manager Name and Phone Number: Kyle J. Gebhardt, P.E. / 360-380-1234

Owner Name and Phone Number: City of Lynden / 360-354-3446

Owner's Project Manager Name and Phone Number: Becca Ochiltree, P.E. / 360-354-3446

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Install outfall in Nooksack River
with sheet pile cofferdam, bypass installation.

Initial Contract Value: 1,013,845.00 Final Contract Value: 1,020,671.00

Initial Contract Time: 7/16/2019 to 5/22/2020 Final Contract Time: 7/16/2019 to 5/22/2021
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: 2018-4-388+01

Project 2 Name: Wenberg County Park Boat Launch & Waterfront Restoration

Contractor Project Manager Name and Phone Number: Mark Stouder / 360-380-1234

Owner Name and Phone Number: Snohomish County Parks

Owner's Project Manager Name and Phone Number: Kevin Teague / 425-388-6609

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Drove sheet pile into Lake Goodwin
in three separate areas to make three separate cofferdams.

Initial Contract Value: 2,959,151.20 Final Contract Value: 2,940,362.00

Initial Contract Time: 2/27/2018 to 3/19/2019 Final Contract Time: 2/27/2018 to 4/26/2019
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: 2016-4-228+1

Project 3 Name: Nason Creek Acclimation

Contractor Project Manager Name and Phone Number: _____

Owner Name and Phone Number: Grant County PUD #2 / 509-793-1503

Owner's Project Manager Name and Phone Number: Camp Fuller / 509-881-1458

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Driven sheet pile cofferdam into Nason Creek, headwaters of Wenatchee River.

Initial Contract Value: 5,110,000.00 Final Contract Value: 5,662,096.27

Initial Contract Time: 4/1/2013 to 4/3/2014 Final Contract Time: 4/2/2013 to 8/8/2014
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: 124866-1

Project 4 Name: Priest Lake Thorofare Improvements

Contractor Project Manager Name and Phone Number: Nate Andersh

Owner Name and Phone Number: Idaho Water Resource Board / 208-287-4800

Owner's Project Manager Name and Phone Number: Emily Skoro / 208-287-4906

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Construct stone breakwater, in water excavation, water control, barriers pile removal.

Initial Contract Value: 2,047,057.50 Final Contract Value: 2,111,787.81

Initial Contract Time: 9/14/2020 to 4/1/2021 Final Contract Time: 9/14/2020 to 1/22/2021
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: USACE NWW-2018-00499

Project 5 Name: Hoh River Erosion Site #2 Bank Stabilization

Contractor Project Manager Name and Phone Number: Jerry Curtis / 360-380-1234

Owner Name and Phone Number: WSDOT, Aberdeen Project Office / 360-705-7000

Owner's Project Manager Name and Phone Number: Ricky Bhalla, P.E. / 360-533-9346

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Riverbank work, water control,
piling.

Initial Contract Value: 2,212,436.00 Final Contract Value: 2,033,126.00

Initial Contract Time: 6/23/2014 to 10/21/2014 Final Contract Time: 6/23/2014 to 10/8/2014
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: 132015-2

Key Personnel Proposed for this Project

Proposed Project Manager Name and Phone Number: Jerry Curtis / 360-380-1234

Description of how the project manager meets 5 years of in-water work experience:

Please see attached resume.

Proposed Project Superintendent Name and Phone Number: Ron Zwick / 360-296-3630

Description of how the superintendent meets 5 years of in-water work experience:

Please see attached resume.

Proposed Foreman Name and Phone Number: Kevin Roosma / 360-319-4050

Description of how the foreman meets 5 years of in-water work experience:

In the 10+ years working for Strider Kevin has played a lead role in various projects that meet
this projects qualification requirements. Some sample projects are the Lynden Levee Realignment,
Abbott Levee Improvement, Lake 16 Dam Repair, Swift Creek Sediment Removal as well
as Padden Creek Daylighting.

Commercial Diver Proposed for this Project

Commercial Diving Company Name: Associated Underwater Services, Inc.

Diver's Name and Phone Number: Michael J. Eakin - Sr Estimator / Business Development - 206-948-3942

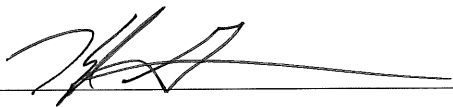
Divers ADCI Certification Number: ADCI Number 2085

Description of how the diver meets 5 years of commercial diving experience:

AUS has been in business since 1982. Please see attached Project Reference Sheet of outfalls.

I am the Vice-President (title) of Bidder, have authority to bind Bidder, am over the age of 18, and have personal knowledge of the facts set forth above.

Dated this 1st day of December, 2021, at Bellingham (city), WA (state).

Signature 

Print Name Kyle J. Gebhardt, P.E.

Title Vice-President

End of Bidder's Qualification Certificate



SUBCONTRACT AGREEMENT
(Standard Long Form)

This document has important legal consequences. Before its completion or modification, consultation with an attorney is encouraged.

THIS AGREEMENT WAS PREPARED TO FAIRLY ALLOCATE RESPONSIBILITIES, RISKS AND EXPENSES ARISING OUT OF THE PERFORMANCE OF THIS WORK, AND IS MADE AND ENTERED INTO BY AND BETWEEN:

Contractor:
Strider Construction Co., Inc.
4721 Northwest Drive
Bellingham, WA. 98226
Phone: (360) 380-1234 Fax: (360) 380-3456

Subcontractor:

Fax:

Project:

Engineer:

Owner:

SAMPLE

Job Number:

No payments will be disbursed under this Subcontract until Contractor receives Subcontractor's insurance certificate as well as the following information:

WA State Contractor's License No.: _____ Federal Tax ID No.: _____

WA State Unified Business ID No.: _____ WA State Employment Security No.: _____

Out of State Contractor's License No.: _____ (if applicable)

Contractor and Subcontractor agree as follows:

1. General. Contractor for full, complete and faithful performance of this Subcontract, agrees to pay Subcontractor:

(a) Lump Sum in the amount of:

_____ Dollars (\$ _____), or

(b) Unit Prices as set forth on the attached Unit Price Addendum which on the basis of estimated quantities will yield a gross contract price of approximately:

_____ Dollars (\$ _____)

2. Work. In consideration therefore, Subcontractor agrees to furnish and perform all Work as described in Paragraph b hereof, for the construction of the Project in accordance with the contract dated the ____ day of _____, 20____, between Owner and Contractor, and the general and special conditions of that contract, and in accordance with the drawings, specifications and addenda for the construction prepared by Owner's Engineers and Architects, all of which documents in their entirety are hereinafter referred to as the Main Contract and have been and remain available to Subcontractor. Subcontractor further agrees as follows:

- a. To be bound by all laws, government regulations, and orders and all terms and conditions of the Main Contract, to the extent of the work herein subcontracted, which provisions are hereby incorporated by reference, and all of the terms and conditions of this Subcontract, including the following attachments, which are incorporated herein by this reference and form part of this Subcontract.

Attachments: ATTACHMENT "A" – Scope of Work
 ATTACHMENT "B" – Submittal Procedures
 ATTACHMENT "C" – Required Documentation
 ATTACHMENT "S" - Strider Construction Site Safety Protocol

- b. The term "Work" as used herein shall mean procuring and furnishing all materials, labor, supervision, safety devices, equipment, facilities, supplies, licenses, and permits necessary to complete the Work in accordance with this Subcontract and the Main Contract, including without limitation the work described in Attachment A hereto and all incidental work necessary to complete it.
- c. Under provisions of Article (Q) herein, a bond (is) (is not) required in this Subcontract.

3. **Indemnification.** Regarding the terms of the Article (W). INDEMNIFICATION, the parties by their initials here acknowledged that those terms have been separately negotiated and agreed to as part of this Subcontract:

Contractor _____ Subcontractor _____

- 4. **Project plans, specifications and addenda(s).** Subcontractor, by their initials here acknowledged that these have been provided for their use.

Contractor _____ Subcontractor _____

5. **Commencement Before Receiving Fully Executed Contract.** If Subcontractor commences performance of the Work before receiving fully executed copy of this Subcontract signed by Contractor, then Subcontractor's commencement of such Work shall serve as its agreement to be bound by the terms and conditions of this Contract including all contract documents incorporated herein by reference. Subcontractor agrees that any portion of Subcontractor's Work performed prior to the execution of the Subcontract, including but not limited to incidental preparation activities, shall be governed by and be subject to the terms and conditions of this Subcontract. This Subcontract document shall govern the performance of the Work and obligations of Subcontractor and Contractor with respect thereto. Once Subcontractor has received a fully executed copy of the Subcontract by Contractor the terms of the Subcontract documents as executed by the parties shall supersede this provision shall govern the performance of the Work and obligations of the parties with respect thereto, and which fully executed and delivered Subcontract shall be deemed effective as of the date on which Subcontractor is given notice of award of the Subcontract.

6. **Subcontractor Approval.** In the event the Owner requires the right to approve subcontractors or subcontracts, such approval shall be an express condition precedent to this Subcontract becoming binding upon the parties hereto; however, once executed and approved by the Owner, it shall become effective upon the date the Subcontractor is given notice of award of the Subcontract. In the event Owner does not approve Subcontractor or the Subcontract, this Subcontract shall become null and void without further action being required by Contractor and Contractor shall have no liability to Subcontractor in that event.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this agreement by their proper officers or duly authorized agents and these signers are to remain the respective designated representatives until further notice.

Dated: _____

Dated: _____

Strider Construction Company, Inc. (Contractor)

«SubCompanyName» (Subcontractor)

By Kyle J Gebhardt P.E.

By: _____

Its: Vice-President

Its: _____

STRIDCC1210Z
 Contractor's Registration Number

 Subcontractor's Registration Number

 License Number

 Federal Tax I.D. Number

 Workers' Compensation Account I.D. Number

 Unemployment Insurance Reference Number

SUBCONTRACT GENERAL CONDITIONS**A. OBLIGATIONS, RESPONSIBILITIES, AND NOTICE**

- (1) It is agreed that Subcontractor will assume toward Contractor all obligations and responsibilities which Contractor has assumed under the Main Contract to the extent of the Work herein subcontracted, and Subcontractor shall be entitled to all privileges and protections granted Contractor under the Main Contract. In the event of conflict between the General Conditions of this Subcontract and any Attachment hereto, the provisions of the Subcontract shall control. In case of conflict between the terms of this Subcontract and the Main Contract, the provisions imposing the greater burden on Subcontractor shall control. Subcontractor shall designate in writing all lower-tier subcontractors to Contractor and shall not subsequently change lower-tier subcontractors without Contractor's approval. Contractor shall furnish to Subcontractor, upon Subcontractor's request, the legal description of the premises covered by the Main Contract. A copy of the Main Contract will be made available upon request.
- (2) Subcontractor shall provide written notice to Contractor within 5 days or within sufficient time to allow Contractor to give notice to Owner pursuant to the Main Contract (whichever is sooner), after occurrence of any instances of interruption, extra work, additional work, delay, hindrance and/or efficiency loss of any nature whatsoever in Subcontractor's Work, believed by Subcontractor to be caused by the acts or omissions of Contractor, other subcontractors, Owner, Architect/Engineer or the employees or agents of any of them. In the event Subcontractor believes it is entitled to receive compensation due to damages from such an occurrence(s) and/or is entitled to an extension of time, Subcontractor's Statement of Claim (setting forth in detail the entitlement and quantum basis for Subcontractor's claim with supporting data and/or the entitlement basis to support an extension of time) shall be delivered to Contractor within an additional 15 days or within sufficient time to allow Contractor to forward Subcontractor's Statement of Claim to Owner (whichever is sooner), to meet any applicable Main Contract requirements. Failure of Subcontractor to provide timely written notice, as provided in this paragraph, and/or failure by Subcontractor to timely provide its statement of claim for an increase in the subcontract amount, or for an extension of time shall result in a waiver of Subcontractor's claim. Contractor does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Contractor's waiver is unequivocal, explicit, and in writing.

B. DRAWINGS/SUBMITTALS

- (1) Subcontractor shall furnish drawings, specifications, final selections of materials and other specified items in the quantity required by the Main Contract for approval by Owner or Owner's agent so as not to delay progress of the work.
- (2) Before beginning the Subcontract Work, Subcontractor will prepare and timely, submit and resubmit as required, all shop drawings, erection drawings, diagrams, samples, manufacturer's brochures, reports and other submittals as required by the Main Contract and Attachment B. Review by Contractor is a general check only, and does not relieve Subcontractor from complying with the Main Contract. Subcontractor will notify Contractor in writing of any discrepancies or inconsistencies in the Main Contract that affect the Subcontract Work before performing the affected Subcontract Work.

C. SCHEDULING

- (1) Time is of the essence in this Subcontract. Subcontractor shall commence Work upon receipt of Contractor's notice to proceed and shall diligently prosecute the same and perform progressively as, when and in such order as directed by Contractor. If Contractor provides Subcontractor with a progress schedule ("Construction Schedule"), Subcontractor shall follow and perform in accordance with the Construction Schedule which may be changed by Contractor from time to time for any reason. Subcontractor shall perform in accordance with such modified Construction Schedule(s). No modification or alteration of the Construction Schedule shall entitle Subcontractor to any increase in the Subcontract amount, or an extension of time, unless within five (5) days after Subcontractor receives notice of the modification or alteration to the Construction Schedule, it provides written notification pursuant to paragraph A above that the modification alteration will result in additional cost or time to Subcontract.
- (2) When requested by the Contractor, Subcontractor shall develop such schedules and coordinate times required for subcontractors work on the project with the work of contractor and other subcontractors. Subcontractor shall participate and cooperate with Contractor in scheduling the times and sequences required to perform Subcontractor's Work.

- (3) Subcontractor will be bound by any provisions in the Main Contract for liquidated damages and, if liquidated damages are assessed against Contractor by Owner, or upper-tier contractor, shall pay such damages for any delay to the extent caused by Subcontractor. The preceding language shall not be construed to deprive Contractor of any right to recover separate or additional damages for delay to the extent caused by Subcontractor.
- (4) All float in Contractor's Project Schedule shall belong to Contractor exclusively and shall be used by Contractor in determining if any additional Subcontract days are to be awarded for the changes in the Subcontract or delays to Subcontractor caused by Contractor. The term "float", as used herein, is the amount of time between the early start date and the late start date, or the early finish date and the late finish date of any of the activities on Construction Schedule. Subcontractor will not be entitled to any adjustments in the Subcontract time, the Subcontract Work on the Construction Schedule, or the Subcontract amount, or to any additional payment of any sort for any reason of Contractor's use of float time. Extensions of time may be granted only for delays to activities on the critical path that actually delay the Project completion beyond the final completion date, or for delays to activities that transform an activity onto the critical path and, as a result, cause the final completion date to extend beyond the Main Contract final completion date.
- (5) Other subcontractors or subtier-subcontractors may be working at the Project during Subcontractor's performance of the Work and such concurrent activities may interfere with Subcontractor's Work. Subcontractor, subtier-subcontractors and suppliers may be engaged in ongoing activities on both the same project, and possibly the same area. Coordination of work activities shall be the responsibility of Subcontractor. Contractor will make final determinations as to sequence and location in the event of conflict. Subcontractor is required to avoid interference with other Subcontractors, subtier-subcontractors or suppliers working at the site. Contractor shall not be responsible for any interference resulting from acts, omissions or preparations of other subcontractors, subtier-subcontractors or suppliers who delay, hinder or otherwise impact Subcontractor's Work.
- (6) Should Subcontractor sustain any loss through any wrongful or negligent act or omission of any other subcontractor; or failure of any subcontractor to perform its contractual undertakings, Subcontractor shall have no claim or cause of action against Contractor for such loss, but shall have a claim or cause of acting against the responsible subcontractor(s) to recover any and all loss sustained. "act or omission" as used herein shall include, but is not limited to, any unreasonable interruption or delay caused by any such subcontractor.
- (7) Should Subcontractor fail in any respect to prosecute the Work with promptness and diligence and in such manner so as not to delay Contractor or the progress of the Project, or if the progress of the Work is such that in the Contractor's sole opinion the completion of the Work or any part thereof within the time specified is doubtful and Contractor gives Subcontractor written notice thereof, Subcontractor agrees to take all action necessary to ensure the completion of the Work or any part thereof within the time specified, including but not limited to any or all of the following: increase construction manpower in critical quantities and crafts; increase the number of working hours per shift; increase the number of shifts per working day; increase the number of working days per week; increase the amount of construction equipment; or, perform any combination of the foregoing actions. Subcontractor agrees that it shall have no claim for any adjustment in the Subcontract price or reimbursement because of extra expenses occasioned by compliance with this paragraph. Compliance with this paragraph shall not release or relieve Subcontractor from any other obligation or liability assumed under this Subcontract, nor shall such compliance prevent or stop Contractor from enforcing any other right or collecting damages or costs to which it is entitled under this Subcontract.

D. PAYMENTS

- (1) Subcontractor shall submit to Contractor applications for payment at such times as will enable Contractor to timely apply for payment from Owner. Unless otherwise mutually agreed, Contractor shall withhold retainage from Subcontractor in the amount of 5% or as required by law. Contractor's obligation to release retainage to Subcontractor shall be subject to proof that there are no unpaid claims which would provide the basis of a lien against the premises, retainage or payment bond, or subject to (1) withholding of sufficient funds or (2) furnishing an adequate and sufficient payment and performance bond. No payment received by Subcontractor shall be used to satisfy or secure any indebtedness other than one owed by Subcontractor to a person furnishing labor, equipment or materials to the Project. This restriction shall continue until the Work is completed and all indebtedness associated therewith has been paid in full.
- (2) It is agreed that as a condition precedent to any payment by Contractor to Subcontractor herein, the Contractor must first receive payment from the Owner for the Work of Subcontractor for which payment is sought. Subcontractor specifically agrees that it is relying upon the Owner's credit and not Contractor's for payment, and Subcontractor specifically accepts the risk of non-payment by the Owner. Subcontractor shall be paid for Work to date of Contractor's last progress billing date, as approved by the Owner or its representative, within 10 days after Contractor has received payment for such progress billing.
- (3) Final payment for Work under the Subcontract shall be made within thirty (30) days after Contractor has received final or complete payment from the Owner; provided Subcontractor has completed its Work and fulfilled each of its obligations under the Subcontract. Final payment is conditioned upon Subcontractor paying all material and labor claims (including labor fringe payments due) and paying all lienable claims for labor, materials, equipment, and supplies in connection with the Work and paying all federal, state and municipal taxes and licenses, including sales taxes, if any, for which Subcontractor, or any of its suppliers, or any subcontractor of Subcontractor may be liable in connection with the Subcontract, and including any obligations

incurred by Subcontractor in carrying out the Subcontract, and conditioned upon Subcontractor furnishing Contractor with evidence that all of the same have been paid. Final payment is also conditioned upon the receipt of all required documentation, including, but not limited to, as-built drawings, operation and maintenance manuals, and required testing and certification of any and all equipment and/or materials provided for the project. When required by Contractor, and as a condition precedent to any payment, Subcontractor shall provide in a form satisfactory to Contractor, lien and bond claim waivers or releases, claim waivers or releases, and affidavits of payment from Subcontractor, and its lower-tier subcontractors and suppliers of any tier, for the completed portion of Subcontractor's Work.

- (4) If the Main Contract permits payment for materials delivered to the jobsite or to satisfactory storage facilities, Subcontractor may invoice for materials so delivered and receive payment as outlined above, provided, however, that such stored materials shall be at the risk of Subcontractor until acceptance of the Subcontract Work. Subcontractor shall notify Contractor of the assignment of the proceeds of this Subcontract prior to such assignment and shall require the acceptance by Assignee of the terms of this Subcontract including the obligation for adjustments and return to Contractor of overpayments. Subcontractor acknowledges that all payments accepted by them or which are otherwise due under this Subcontract shall constitute a trust fund in favor of laborers, materialmen, governmental authorities, and all others who are legally entitled to claim a lien on the premises covered by this Subcontract or otherwise file a claim against any retainage or payment bond. Subcontractor shall pay its own subcontractors and suppliers all sums owed them within ten days of receipt of payment from or on behalf of Contractor. Subcontractor agrees that no assignment of any payment otherwise due under this Subcontract shall be effective without first securing the express approval of any Assignee to the limitations contained in this subsection.
- (5) Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment or Contractor's good faith determination that the remaining balance of payment may be insufficient to insure completion of work covered by this Subcontract or to pay lien, retainage, or bond claims. If Contractor determines in good faith that Subcontractor is obligated to Contractor or anyone else for labor, fringe benefits, taxes, supplies, materials, equipment rental or other proper charges against the work covered by this Subcontract, the amount of such obligation may be deducted by Contractor from any payment or payments, including retainage, made under this provision. Provided further that Contractor may from time to time require, and Subcontractor shall promptly provide, a statement in writing setting forth what amounts, if any, are due or payable by Subcontractor to third parties for labor, fringe benefits, taxes, supplies, materials, equipment, or other proper charges against the work in connection with, or arising out of the performance of, this Subcontract.
- (6) With respect to any and all payments to be made by Contractor to Subcontractor under this Subcontract, Contractor, at its option, may issue joint checks payable to Subcontractor and any of Subcontractor's creditors, (including materialmen, suppliers, sub-subcontractors, and trust funds) to the extent Contractor in good faith deems it appropriate to insure that payments required from Subcontractor or any of his subcontractors with respect to the Work are paid.

E. CHANGE ORDERS

Contractor may, without invalidating this Subcontract, order in writing extra work or make changes by altering, adding to, or deducting from the work and the Subcontract price shall be adjusted accordingly. All such work shall be executed under the conditions hereof and of the Main Contract, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. Subcontractor shall make no claims for extras unless the same shall be agreed upon in writing by Contractor prior to the performance of any such extra work. If the request for additional work originated from the Owner, Contractor will pay Subcontractor for that work once it has been fully accepted by Owner and within 10 days after Owner has paid Contractor for such work. Subcontractor agrees that Contractor's receipt of payment from Owner is a condition precedent to Subcontractor's right to payment from Contractor. For additional work which originated with Contractor, rather than with Owner, Contractor will pay Subcontractor within 30 days after acceptance of the work by Contractor. In case of any dispute over adjustment of the Subcontract price or time, Subcontractor shall proceed with the work and the dispute shall be resolved in accordance with the procedures set forth in the Main Contract, to the extent that Contractor is bound by such procedures, otherwise by the procedures set forth in Article (V). Subcontractor shall not be entitled to any additional compensation or extension of time unless Subcontractor shall have made written request to Contractor for such within sufficient time to permit Contractor to give timely notice to Owner. Subcontractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the contract price and time effected through a written change order shall constitute full payment and accord and satisfaction for all cost incurred, labor performed; material and equipment furnished, any overhead profit, and any delay, acceleration, or loss of efficiency associated with the change in the work.

F. NATURE OF WORK

Subcontractor has satisfied itself as to the nature and location of the Work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any manner effect the work under this Subcontract agreement, and acknowledges that Subcontractor has had a reasonable opportunity to examine the site, all of the Main Contract documents and this Subcontract. Prior to commencing work, Subcontractor shall examine the site and any surfaces upon which work is to be performed, and shall notify Contractor in writing of any conditions which might adversely effect its work. Failure to do so will constitute a waiver of entitlement to any additional compensation or

contract time arising out of such conditions. This clause shall not be understood to relieve Subcontractor of any additional notice requirements under this Subcontract or the Main Contract.

G. INDEPENDENT CONTRACTOR/EMPLOYER

- (1) Subcontractor specifically agrees that it is, or prior to the start of the Work will become, and will remain during the performance of this Subcontract, an independent contractor. Subcontractor has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local government. Subcontractor further warrants and acknowledges the following: (a) Subcontractor is customarily engaged in an independently established business of the same nature as the Work performed under this Subcontract; (b) Subcontractor is responsible for filing a schedule of expenses with the IRS for the type of business Subcontractor is conducting; (c) Subcontractor has an account with the Department of Revenue and other appropriate state agencies for the payment of all applicable state taxes, and has registered for and received a unified business identifier number from the state in which the Project is located and (d) Subcontractor maintains a separate set of books or records that reflect all items of income and expenses of its business.
- (2) Subcontractor shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions, and withholding taxes and pay the same. Contractor shall be in no way liable as an employer of, or on account of, any employees of Subcontractor. Before final payment is made under this Subcontract, Subcontractor shall furnish Contractor affidavits certifying that it has complied with these laws, rules and regulations. Subcontractor hereby agrees to indemnify Contractor for any and all liability under such laws arising from the Work performed under this Subcontract.

H. PERMITS, TAXES

Subcontractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Subcontract and shall pay any and all federal, state, and local taxes, applicable to the Work to be performed under this Subcontract.

I. MATERIALS/WORKMANSHIP

- (1) Materials delivered by or for Subcontractor and intended to be incorporated into the construction hereunder shall remain on the jobsite and shall become property of Owner upon payment, but Subcontractor may repossess any surplus materials remaining at the completion of the contract. All scaffolding, apparatus, ways, works, machinery, and plants brought upon the premises by Subcontractor shall remain its property. It shall be Subcontractor's responsibility to unload, store, and protect its materials, to bear the risk of loss thereof and to protect such material against loss until actually incorporated into the Work, and until the Work is accepted, even though title thereto may previously have passed to the Owner under the preceding provisions, except that Subcontractor shall not bear that portion of such loss to the extent it arose out of the fault of Contractor or its employees.
- (2) In the event Owner or Contractor furnishes material or equipment to Subcontractor to be incorporated in the Work, Subcontractor shall, immediately upon receipt, make full inspection as to the physical condition and suitability of the material or equipment, and shall immediately notify Contractor in writing, of any defect or nonconformity in the material or equipment. If Subcontractor fails to provide such written notice within forty-eight (48) hours of discovery of each defect or nonconformity, Subcontractor shall be liable for all damages, and shall indemnify and defend Contractor against any claims arising or alleged to have arisen out of such defect or nonconformity.
- (3) All Work shall be performed by Subcontractor in a neat, skillful and good workmanlike manner and the same shall be fit for intended use both as to workmanship and materials. Subcontractor warrants that the materials furnished and the Work performed will strictly comply with the Main Contract and this Subcontract. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work, and shall be new and to the best of their respective kinds, except such materials as may be expressly otherwise provided in the Main Contract.

J. TERMINATION AND TAKEOVER

- (1) **Termination/Suspension by Owner:** In the event Contractor's Work under the Main Contract is terminated, other than for Contractor's default, prior to project completion, an equitable adjustment to the contract price for Work performed under this Subcontract prior to such termination will be made as provided for in the Main Contract; if no such provision exists, then by mutual agreement; or, failing either of these methods, by arbitration as provided for in the Disputes clause of this Subcontract. Subcontractor shall be entitled to prospective profits on unperformed Work only to the extent Contractor is able to recover such profits from Owner.

In the event Owner, for any cause other than Contractor's default, temporarily suspends work under the Main Contract, Contractor may order Subcontractor to suspend work under this Subcontract. Subcontractor shall not be entitled to any additional compensation or damage for such suspensions, except, and only to the same extent, Contractor receives additional compensation from Owner under the provisions of the Main Contract for work covered by this Subcontract.

- (2) **Termination/Suspension for Convenience:** Upon three (3) calendar days written notice to Subcontractor, Contractor may terminate this Subcontract in whole or in part for Contractor's convenience and/or at its option. Subcontractor's remedy for such termination is limited to the following: (1) payment pursuant to the terms of this Subcontract for all Work properly performed prior to termination; (2) partial payment for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (3) Subcontractor's reasonable close-out costs. In no event shall Subcontractor be entitled to any compensation for loss of anticipated profits or unallocated overhead on work not performed.
- (3) **Termination for Default:** If Subcontractor refuses or fails to supply enough properly-skilled workers or materials to maintain the schedule of Work, refuses or fails to make prompt payment to lower-tier subcontractors or suppliers of labor, materials or services, fails to correct, replace, or re-execute faulty or defective Work done or materials furnished, disregards the law, ordinances, rules, regulations or orders of any public authority having jurisdiction, files for bankruptcy, or is guilty of a material breach of this Subcontract, and fails to correct the default and maintain the corrected condition within forty-eight (48) hours of receipt of written notice of the default, then Contractor, without prejudice to any rights or remedies otherwise available to it, shall have the right to any or all of the following remedies:
- Supply such numbers of workers and quantity of materials, equipment, and other facilities as Contractor deems necessary for the completion of Subcontractor's Work, or any part thereof, which Subcontractor has failed to complete or perform after the above notice, and to charge the cost thereof to Subcontractor who shall be liable for the payment of same including reasonable overhead and profit.
 - Contract with one or more additional subcontractors to perform such part of Subcontractor's Work as Contractor shall determine to provide prompt completion of the Project and charge the cost thereof to Subcontractor, plus reasonable overhead and profit.
 - Withhold payment of any monies due or to become due Subcontractor pending corrective action to the extent required by and to the satisfaction of Contractor.
 - Terminate this Subcontract, use any materials, implements, equipment, appliances, or tools furnished or belonging to Subcontractor to complete Subcontractor's Work and furnish those materials, equipment, and/or employ such workers as Contractor deems necessary to maintain the orderly progress of the Work: Subcontractor's equipment shall be utilized only when equivalent equipment is not locally available to lease or will not be supplied by a substitute subcontractor or when procurement of substitute equipment will not delay completion of the Main Contract. All of the costs, including reasonable overhead, profit and attorneys' fees, incurred by Contractor in arranging for and performing Subcontractor's Work shall be charged to Subcontractor and Contractor shall have the right to deduct such expenses from monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses incurred under this provision in excess of the unpaid balance of the Subcontract Price.
 - In the event of any emergency, Contractor may proceed as above without notice.
- (4) **Bankruptcy.** In the event Subcontractor files a chapter 7, 11 or 13 bankruptcy, Contractor and Subcontractor agree that any delay attendant to the assumption or rejection of the Subcontract by trustee or a debtor – in – possession will be prejudicial to Contractor. Consequently, Subcontractor, to minimize delay to the Project and to mitigate damages and/or other prejudice suffered by Contractor, hereby stipulates to a notice period of ten (10) calendar days for Contractor's motion to require Subcontractor to assume or reject the Subcontract.
- (5) **Assignment.** Subcontractor hereby assigns, transfers, pledges and conveys to Contractor (effective as of the date of the Subcontract, but only in the event of default, breach or failure by Subcontractor and subject to and to the extent of Contractor's acceptance of such assignment(s)), as collateral security, to secure the obligations under this Subcontract and any other indebtedness and liabilities of Subcontractor to Contractor, all of Subcontractor's rights under the Subcontract, including Subcontractor's right, title and interest in and to (1) all subcontract or supply contracts let by Subcontractor in connection therewith and such Subcontractor's or supplier's surety bonds; (2) all machinery, plant, equipment, tools and materials which shall be on the site or sites of the Work or elsewhere for purposes of the Subcontract, including all materials ordered for the Subcontract; (3) any and all sums due or to become due on the Subcontract; and (4) and actions, causes of action, claims or demands whatsoever which Subcontractor may have in any way arising out of or relating to this Subcontract.
- (6) **Damages.** If Subcontractor should default in performance of the Work or otherwise commit any act which causes delay to Contractor's Work Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including actual damages, consequential damages and liquidated damages sustained by Contractor, or for which Contractor may be liable to Owner or any other party because of Subcontractor's default or delay.

K. UNIT PRICE

In the event this Subcontract contains unit price items it is understood and agreed that any quantities mentioned are approximations only and subject to change as required.

L. CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for consequential or liquidated damages incurred directly by either party arising out of or related to a breach of this Subcontract, except that Subcontractor shall remain liable for indemnification and the duty to defend against any actual, consequential or liquidated damages that arise out of the Work of Subcontractor or a breach of this Agreement that are assessed against Contractor by third parties, which includes, but is not limited to, the Owner as well as any damages that are caused by an insurable event covered by insurance.

M. QUALITY/WARRANTY

- (1) Materials condemned by Contractor, Architect/Engineer, or Owner as failing to conform to the Main Contract, worked or not, shall upon notice from Contractor be immediately removed by Subcontractor. Failure of Contractor to immediately condemn any work or materials as installed shall not in any way waive Contractor's right to object thereto at any subsequent time.. Subcontractor warrants the Subcontract Work and materials furnished hereunder on the same terms, and for the same period, as Contractor warrants the work under the Main Contract. With respect to Subcontract's Work, Subcontractor shall owe all warranty obligations and responsibilities of Contractor under the Main Contract. All Subcontract warranties shall be in addition to and not in limitation of other warranties or remedies required and/or arising pursuant to applicable law.
- (2) Subcontractor warrants the Subcontract Work and materials furnished hereunder on the same terms, and for the same period, as Contractor warrants the work under the Main Contract. With respect to Subcontract's Work, Subcontractor shall owe all warranty obligations and responsibilities of Contractor under the Main Contract. All Subcontract warranties shall be in addition to and not in limitation of other warranties or remedies required and/or arising pursuant to applicable law.

N. JOB DAMAGE

Damage caused by Subcontractor, its lower-tier subcontractor or supplier of any tier, to work other than its own shall be reported immediately to Contractor and Subcontractor shall be responsible for its repair. Damage caused by Contractor to work of a Subcontractor shall be reported immediately to Subcontractor and Contractor shall be responsible for its repair.

O. SAFETY

- (1) Subcontractor and its lower-tier subcontractors shall take all reasonably necessary safety precautions pertaining to their Work and its performance, including compliance with applicable laws, ordinances, regulations and orders issued by a public authority, whether federal, state, local or other, the federal Occupational Safety and Health Act (OSHA), any similar state Acts, such as the Washington Industrial Safety and Health Act (WISHA), and any safety measures requested by Contractor. Subcontractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment and materials within Subcontractor's or its lower-tier subcontractors' care, custody or control. Subcontractor and its lower-tier subcontractors shall furnish all required safety equipment for their Work and ensure all of their employees and lower-tier subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/WISHA requirements and Contractor's safety rules, as provided in writing to Subcontractor.
- (2) Subcontractor certifies that it and its lower-tier subcontractors are registered contractors. Subcontractor certifies that it and its lower-tier subcontractors maintain a written Accident Prevention Plan and a jobsite-specific safety plan in compliance with applicable OSHA/WISHA regulations. Subcontractor's Accident Prevention Plan should address Subcontractor's role and responsibilities pertaining to safety on the jobsite, training and corrective action and be tailored to safety and health requirements for the Work involved. Subcontractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered. When and as requested by Contractor, Subcontractor shall provide information regarding safety matters.
- (3) Subcontractor shall promptly provide Contractor with written notice of safety hazard(s) or violation(s) found on the jobsite or of any injury to its or its lower-tier subcontractors' workers incurred on the jobsite.
- (4) Contractor's supervisor may direct Subcontractor's superintendent to remove employees not in compliance with the requirements of this Agreement. In the event Subcontractor does not promptly correct its safety violation, Contractor may order Subcontractor to stop Work until the violation is corrected, and may correct the violation and charge all costs of compliance to the Subcontractor.
- (5) Subcontractor agrees to defend, indemnify and hold Contractor harmless from all WISHA and/or OSHA claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to Subcontractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Contractor may charge against the sums otherwise owing to Subcontractor the Amount of the fine and the fees, costs and expenses incurred by Contractor in the defense of the claims citation and/or fine arising from or relating to the Subcontractor's above-referenced failure. In the event sums owing are not sufficient to indemnify Contractor hereunder, Subcontractor shall pay such additional amounts as may be necessary to Contractor on demand.

P. HOUSEKEEPING AND CLEAN UP

Subcontractor shall regularly remove all refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the jobsite or creates a safety hazard. Avoidance of safety hazards through good housekeeping is an important part of Subcontractor's obligations. In the event Subcontractor or its lower-tier subcontractor fails or refuses to meet these requirements, Contractor may remove refuse and charge all costs to the Subcontractor, provided that Subcontractor has received 24 hours or one full working day, whichever is greater, prior written notice. In the event Contractor determines emergency conditions exist, Contractor may proceed as above without prior notice.

Q. BOND

If Paragraph 2(c) of this Subcontract requires Subcontractor to supply bonds for this project, then Subcontractor shall as its own expense furnish Contractor, within ten (10) days of receipt of this Subcontract, performance and payment surety bonds, acceptable to Contractor, in an amount equal to the Subcontract price. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Subcontract and upon payment for all labor, materials, equipment and supplies used in the prosecution of the work described herein.

R. WORKERS' COMPENSATION

Subcontractor shall furnish to Contractor evidence that it has in force Workers' Compensation Insurance including Employer's Liability, as may be required by the jurisdiction or jurisdictions in which the work is being performed. Where applicable, this shall include United States Longshoremen's and Harbor Workers' Insurance including Coverage B- Employer's Liability (Maritime) with limits not less than the Bodily Injury limits required of the Contractor by the Main Contract, but in no event less than \$1,000,000. Such evidence of insurance shall be in the form of an Insurance Certificate issued by an Insurer satisfactory to Contractor and shall provide for not less than 30 days prior written notice to Contractor of cancellation or reduction in coverage. In the event Subcontractor fails to maintain any and all insurance required by this Subcontract during the entire life of this Subcontract, Contractor may at its option, and without waiver of other available remedies, purchase such insurance in the name of Subcontractor and deduct the cost of same from payments due Subcontractor.

S. INSURANCE

- (1) Prior to commencement of Work, Subcontractor shall procure and at all times thereafter maintain with insurers acceptable to Contractor the following minimum insurance protecting the Subcontractor, Owner, and the Contractor. If the terms of the Main Contract require larger limits or additional coverage or both, Subcontractor shall provide, at Subcontractor's expense, such larger limits or additional coverage or both. If coverage is on a "claims made" basis, coverage shall be further extended to cover claims made during a one year period after completion and acceptance of all Work under this Subcontract by the Owner. Coverage in the minimum amounts required by the following shall not relieve the Subcontractor from liability in excess of such coverage.

Type of Insurance	Amount Statutory	
Workers Compensation	Statutory (or Certificate from L&I if Washington State)	
Employer's Liability (WA Stop Gap)	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed Operations Aggregate
	\$1,000,000	Personal Injury
	\$1,000,000	Each Occurrence
Automobile Liability	\$1,000,000	Combined Single Limit
Professional Liability When Applicable	\$1,000,000	Per Claim and Annual Aggregate
Pollution Liability (if applicable)	\$1,000,000	Per Occurrence/Aggregate
Umbrella or Excess limits	\$2,000,000	

- (2) To the extent of the Subcontractor's negligence, the Subcontractor's insurance coverage with the exception of Workers Compensation and Professional Liability shall be primary insurance as respects the Contractor and include a waiver of subrogation. Any insurance and/or self-insured maintained by the Contractor shall not contribute with the insurance of the Subcontractor who is the Named Insured or benefit the Subcontractor as the Named Insured in any way. Further, all general liability and umbrella policies shall contain endorsements which extend the required limits of liability to each project undertaken by the Subcontractor on a "per project" basis and the certificate shall so reflect.
- (3) Subcontractor Certificate of Insurance shall designate the Contractor as an additional insured including completed operations with respect to the Subcontractor's participation on this project. Form CG2010 10 01 and CG2037 10 01, or equal, is required as evidence of the additional insured status.

- (4) Subcontractor shall provide Contractor with certificates evidencing such insurance as so outlined above prior to beginning any Work under this agreement. All policies shall provide for forty-five (45) days advance written notice to Contractor of cancellation, material change, reduction of coverage or non-renewal. Subcontractor shall cause its Subcontractor(s) to procure insurance as outlined above. Subcontractor shall obtain policies or certificates for its Subcontractor(s) and deliver them to Contractor, if required to do so.
- (5) The furnishing of such insurance is a condition precedent to Subcontractor's right to begin performance and to receive partial payments hereunder. Any delay in performance resulting from Subcontractor's failure to furnish said insurance shall subject Subcontractor to liability for any damages Contractor may sustain.
- (6) Professional liability is required if design and/or professional services are a part of the work, to cover damages resulting from professional errors and omissions.
- (7) If Builder's Risk or any other property insurance is provided by others, Contractor and Subcontractor waive all rights against each other and Owner, and subcontractors, agents and employees each of the other, for loss or, damage to the extent covered by Builder's risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance. Subcontractor shall be responsible for that portion of the Builder's Risk policy's deductible (or self-insured retention) which is proportionate to the loss or damage resulting from acts or omissions attributable to Subcontractor. Subcontractor shall procure and maintain, at Subcontractor's own expense, property and equipment insurance for portions of the Subcontract Work stored off the site or in transit. Contractor and Owner neither represent nor assume responsibility for the adequacy of the Builder's Risk insurance to protect the interests of Subcontractor. It shall be the obligation of Subcontractor to purchase and maintain any supplementary property insurance that it deems necessary to protect its interest in the Work.
- (8) Contractor makes no representations that the required minimum amount of insurance is adequate to protect Subcontractor. The procuring and/or carrying of insurance shall not limit Subcontractor's obligation or liability pursuant to this Subcontract or as a matter of law.
- (9) Subcontractor shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies and equipment under the care, custody and or control or for which it is otherwise responsible until final approval and acceptance thereof by Owner, except where such loss or damage results from the sole negligence of Contractor. Subcontractor shall be responsible to Contractor for any damage to the Work, other Project work, the Project or property of Owner, Contractor or others caused by any act or omission of Subcontractor or anyone acting for or on its behalf.
- (10) Subcontractor's insurance shall not contain "cross liability" or similar exclusion that would bar coverage for claims between or among insureds and shall contain a severability of interest provision in favor of Contractor and Owner. In the event Subcontractor fails to maintain any and all insurance required by this Subcontract during the entire life of this Subcontract, Contractor may at its option, and without waiver of other available remedies, purchase such insurance in the name of Subcontractor and deduct the cost of same from payments due Subcontractor.

T. LOWER-TIER SUBCONTRACTORS AND SUPPLIERS

- (1) Any lower-tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to Contractor and to the same extent Contractor is bound to Owner. Subcontractor shall incorporate by reference this Subcontract into any sub-subcontract or other agreement covering any portion of Subcontractor's Work, and Subcontractor shall cause all legal and other obligations to the extent required by law, this Subcontract, or by the Main Contract to be included in any lower-tier subcontract or purchase order. This form may be used for lower-tier subcontracts and when so used, the term Contractor shall mean Subcontractor and the term Subcontractor shall mean lower-tier Subcontractor.
- (2) Subcontractor shall not subcontract any portion of the Work without the prior written consent of the Contractor. Within 5 days of the execution of this Subcontract, Subcontractor shall submit to Contractor a written list of all lower-tier subcontractors, and material and equipment suppliers, including their addresses and telephone numbers, which Subcontractor intends to use on the project. In the event Subcontractor later intends to use other or additional lower-tier subcontractors, or material or equipment suppliers, Subcontractor must immediately provide Contractor with written notice of such intent, and their names, addresses, and telephone numbers. In the event Subcontractor fails to provide the required written information, Contractor is entitled to withhold payment from Subcontractor until such information is provided.
- (3) Contractor has the right to pay any lower-tier subcontractor or supplier of equipment or materials to Subcontractor directly or by two-party check. Payment directly to such persons by Contractor or payment of such persons by Contractor by two-party check shall not create any direct contractual or other obligations owing by Contractor to such persons.
- (4) Subcontractor shall secure the immediate release and satisfaction of any claims of lien, claims against any Contractor's bond or retainage, or claims against any other contractor's bond or retainage resulting from the performance of this Subcontract, and shall bear all expenses incurred by Contractor or Owner, investigating, resisting, or settling such liens or claims, including attorneys' fees. Subcontractor agrees to defend, indemnify, and hold Contractor and Owner harmless from any claims of lien, any claims

against any Contractor's bond or retainage, or any claims against any other contractor's bond or retainage resulting from the performance of this Subcontract.

U. MODIFICATIONS

No modification to, or waiver of any rights under this Subcontract shall be valid or binding on the parties to this Subcontract unless the same be in writing. Failure of Contractor to insist upon strict performance of any term or condition of this Subcontract, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver of such performance or option, or of any other covenants or agreements, on subsequent occasions, but the same shall be and remain in full force and effect.

V. DISPUTES

- (1) **Pass-through Claims:** In the event of any dispute or claim between Contractor and Owner which directly or indirectly involves the work performed or to be performed by Subcontractor, or in the event of any dispute or claim between Contractor and Subcontractor caused by or arising out of conduct for which Owner may be responsible, Subcontractor shall be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner by the terms of the Main Contract and by any and all procedures and resulting decisions, findings, determinations, or awards made thereunder by the person so authorized in the Main Contract, or by an administrative agency, board, court of competent jurisdiction or arbitration. If any dispute or claim of Subcontractor is prosecuted or defended by Contractor together with disputes or claims of Contractor's own, and Subcontractor is not directly a party, Subcontractor shall cooperate fully with Contractor and to furnish all documents, statements, witnesses, and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of Subcontractor's interest in such claim or dispute.

Subcontractor shall be bound by the procedure and final determinations as specified in the Main Contract and agrees that it will not take, or will suspend, any other action or actions with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination of any dispute resolution procedure between Owner and Contractor. It is expressly understood and agreed that as to any and all claims asserted by Subcontractor in connection with this project arising from the actions or fault of Owner, Contractor shall not be liable to Subcontractor for any greater amount than Owner is liable to Contractor, less any markups or costs incurred by Contractor and Subcontractor agrees that Contractor's receipt of payment from Owner is a condition precedent to Subcontractor's right to payment from Contractor. As to any claims asserted by Subcontractor for or on account of acts or omissions of Owner or its agents or design professionals, at the sole option of Contractor, Subcontractor shall prosecute such claims in Contractor's name. For any amount recovered or collected (whether through proceedings or settlement) by Subcontractor, Contractor shall be entitled to 10% of such amount received or collected as its mark-up for such claims. Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear expenses thereof including attorneys' fees.

- (2) **Arbitration:** All other claims, disputes, and other matters in question between Contractor and Subcontractor arising out of, or relating to, the Main Contract or this Subcontract, the breach thereof, or work thereunder (for which a dispute resolution procedure is not otherwise provided in the Main Contract), shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Contractor and Subcontractor agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. In any dispute between Contractor and Subcontractor, the prevailing party shall be awarded its reasonable attorneys' fees; and costs.
- (3) **Mediation:** As a condition precedent to the hearing of any trial or arbitration, the parties to this Subcontract shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.
- (4) **Owner Claims:** Should an Owner file a claim, counterclaim or cross-claim against Contractor relating to, or arising out of, in whole or in part, performance of Subcontractor's Work, Subcontractor and its surety agree to be bound to Contractor to the same extent the Contractor is bound to owner by the terms of the Main Contract shall likewise be bound by all rulings, decisions or determinations made pursuant to the Main Contract, including but not limited to the final decision of an appeal board, arbitration or court of competent jurisdiction whether or not Subcontractor or its surety is a party to such proceeding. If called for by Contractor, Subcontractor shall defend at no cost to contractor all claims, or that portion thereof, relating to or arising out of the performance of Subcontractor's Work, and shall become a party to such proceeding or determination.

W. INDEMNIFICATION

- (1) Subcontractor agrees to defend, indemnify, and hold harmless Contractor, its officers, employees and agents, from any and all claims, risk, demands, suits, judgments, losses, attorneys' fees, and liabilities to or by third parties arising from, resulting from, or connected with, directly or indirectly, Work performed or to be performed under this Subcontract by Subcontractor, its agents,

employees and lower-tier subcontractors and suppliers of any tier, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

- (2) Subcontractor's duty to indemnify Contractor shall not apply to liability resulting from the sole negligence of Contractor or its agents or employees. Subcontractor's duty to indemnify Contractor for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Contractor, its agents or employees, and (b) Subcontractor, its agents, employees and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of Subcontractor, its agents, employees and lower-tier subcontractors or suppliers of any tier.
- (3) Subcontractor specifically and expressly waives any immunity that may be granted under worker's compensation laws and industrial insurance, to the extent necessary, to give effect to this defense, indemnity, and hold harmless obligation. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation, benefits payable to or by any third party under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.
- (4) Subcontractor shall indemnify, defend and hold Contractor harmless from any and all liability, cost, expense, damages, including attorneys' fees arising out of any breach by Subcontractor of any term or condition of this Subcontract Agreement or of the Main Contract. Defense cost recovery shall include all fees (of attorneys and experts), and costs and expenses incurred in good faith. In addition, Contractor shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.
- (5) Subcontractor agrees that its duties and obligations under this section of the Subcontract are distinct from, independent of and not intended to be coextensive with its insurance obligations, as set forth in Article S.
- (6) Subcontractor agrees that Contractor's rights to defense, indemnity and to be held harmless by Subcontractor as set forth herein shall accrue upon discovery by Contractor of a claim, risk, loss, damage, demand, suit or expense within the scope and coverage of this Indemnification provision; notwithstanding any other statutory or contractual provision to the contrary, including but not limited to any statute of repose or statute of limitations, claims for defense and/or indemnity by Contractor against Subcontractor shall not be time barred, provided such claims for defense and/or indemnity are brought within 120 days of the service of a cause of action on such claims against Contractor by Owner or third-party to the Subcontract.

X. SEVERABILITY

If any provision of this Subcontract, or any part hereof, shall at any time be held to be invalid, in whole or in part, under any applicable federal or state law, ruling or regulation, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall continue in full force and effect.

Y. USE OF CONTRACTOR'S TOOLS OR EQUIPMENT

The Subcontractor, its agents, employees, subcontractors or suppliers shall use the Contractor's tools or equipment only with the express written permission of the Contractor's designated representative and in accordance with the Contractor's terms and conditions for such use. If the Subcontractor or any of its agents, employees, subcontractors or suppliers utilize any of the Contractor's equipment, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Contractor, the Subcontractor shall defend, indemnify and be liable to the Contractor as provided in Article W for any loss or damage (including personal injury or death) which may arise from such use, except to the extent that such loss or damage is caused by the negligence of the Contractor's employees operating the Contractor's equipment..

Z. AS-BUILTS

Subcontractor shall continuously update at set of As-Built drawings as the Work progresses and provide As-Built drawings and operation and maintenance information when the Work is substantially complete.

AA. ASSIGNMENT

Any assignment, subletting or delegation by operation of law or otherwise, in whole or in part, by Subcontractor of this agreement of the Work to be performed or any claims arising hereunder without the prior written consent of Contractor shall be void. Contractor shall not recognize or be bound by any assignment of any right to payment earned or to be earned by performance hereunder by Subcontractor unless and until Subcontractor shall receive written notice which reasonably proves the assignment and identifies the rights assigned. Any assignment hereunder shall be subject to, and Contractor reserves, all rights and remedies available to Contractor by law, under this agreement as against Subcontractor, its sureties and assigns including, without limitation, rights of set-off, to retain monies, to amend or modify this agreement and to assert all other defenses and claims whether or not arising under this agreement. The making of any assignment by Subcontractor or any consent thereto by Contractor shall in no event relieve Subcontractor or its sureties hereunder of any other obligations, duties, responsibilities or liabilities.

BB. MISCELLANEOUS

- (1) This Subcontract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. THE LOCALE OF ANY ARBITRATION OR VENUE OF ANY LAWSUIT ARISING OUT OF THIS SUBCONTRACT OR THE WORK HEREUNDER SHALL BE AS PRESCRIBED IN THE MAIN CONTRACT, OTHERWISE IN WHATCOM COUNTY, WASHINGTON.
- (2) All notices shall be in writing addressed to the parties at the addresses set out in this Subcontract unless subsequently changed in conformance with this notice provision and shall be sent via tracked mail (e.g., certified mail, FedEx, etc.) .
- (3) Subcontractor shall comply with all federal, state and local laws, regulations and orders prohibiting discrimination on the basis of race, religion, sex or national origin.
- (4) A waiver by Contractor of any breach or violation by Subcontractor of any provision hereof or of the Main Contract shall not constitute a waiver of any further or additional breach of such provision or of any other provision. No provision of this Subcontract, including these Subcontract General Provisions, may be waived by Contractor except in writing.
- (5) All terms and conditions of Subcontractor's bid, quotation, and/or estimate are superseded by this Subcontract.
- (6) This Subcontract represents the final understanding of the parties and Contractor assumes no responsibility for any different understanding or any representations made by any of its officers, agents, or others prior to the execution of this Subcontract unless expressly stated herein.
- (7) In addition to the retainage provided for in Paragraph D and unless otherwise provided by law, five percent (5%) of the Subcontract price may be withheld by the Contractor without interest until manufacturer's certifications and statements of compliance, certification of materials origin, and operation and maintenance data are submitted and accepted by the Owner.
- (8) Unless otherwise indicated, Subcontract Work and price include all on-site technical representation as required to perform installation instruction, start-up, operational tests, owner training and all items necessary to complete the installation (fasteners, anchors, or connectors) or operation of the subject system.

CC. DAILY REPORTS

Subcontract will identify and document daily, in a manner required by the Contract Documents, any disputed, delayed or disrupted Work, as well as any work requested to be performed on a time and material basis, and Subcontractor will submit cost records of such work to Contractor's project manager, project engineer or project superintendent on a daily basis. The Contractor's signature on any daily cost report presented by Subcontractor constitutes agreement that the Work was done, but does not itself constitute agreement that Subcontractor is entitled to an adjustment in the Subcontract price or time. Under no circumstances will Contractor's signature on the cost records presented by Subcontractor alter or supersede any of the terms and conditions of this agreement. Any conflicting terms or conditions on Subcontractor's forms presented for signature at the Project site are of no force and effect. Subcontractors daily reports shall not serve as a substitute for, or relieve Subcontractor of its obligation to provide, formal written notice to Contractor as required elsewhere in the contract documents of any event giving rise to a claim or other matter that has or may adversely impact Subcontractor's ability to perform the Work in accordance with the Subcontract. Subcontractor's failure to give written notice of a claim before proceeding with the Work, or to submit daily cost reports, constitutes an agreement by Subcontractor that there will be no adjustment to the Subcontract price or time on account of the disputed, delayed or disrupted work. There will be in no adjustment to the Subcontract price or time unless procedure outlined herein is strictly followed.

DD. ENGLISH LANGUAGE

Contractor and Subcontractor agree that the ability of work personnel to understand work, safety and other job-related instructions is of critical importance. Subcontractor shall ensure that all personnel engaged to perform Work hereunder have sufficient fluency in the English language to understand such instructions. In the alternative if Subcontractor engages personnel who lack such fluency (the "non-English speaker"), Subcontractor shall at its expense provide sufficient bilingual supervisors fluent in English and the language(s) of non-English speakers to translate and communicate any a job-related instructions to the non-English speakers who shall be present on the jobsite at all times that the non-English speaker is present.

EE. SUBORDINATION OF LIEN RIGHTS

To the extent and only to the extent required by the Main Contract and/or any underlying construction financing agreements, Subcontractor expressly subordinates all contractual, constitutional, and statutory mechanic's and material men's liens to which Subcontractor may be or may become entitled to all liens and security interests securing the loan used to finance construction of the Project and expressly waives any right to remove any removable improvements from the Project. This clause is intended solely to establish the priority of potential future liens shall not be construed to limit Subcontractor's lien rights as afforded under the laws of the state in which the Project is performed.

ATTACHMENT B TO SUBCONTRACT BETWEEN
Strider Construction Company, Inc., as Contractor, and
«SubCompanyName», as Subcontractor

Strider Minimum Submittal Requirements And Procedures:

Subcontractor/Supplier shall provide Contractor with submittals within 10 days from date of Subcontract or Purchase Agreement.

Please provide electronic submittals via email to ?????@striderconstruction.com.

Subcontractor/Supplier shall transmit each specification section with its own submittal transmittal. Specifically, submitting entire divisions under one submittal transmittal is not acceptable.

Subcontractor/Supplier shall transmit **all** submittal transmittals with the following information noted on the cover sheet or they may be immediately returned:

- Strider Project No. _____.
- Subcontractor or Supplier name, address and phone number
- Specification Section No. XXXXX and Description
- Submittal Register Item No. or Specification Section paragraph number with description of what is being provided. Preferably, the portions of the submittal register that pertain to the transmittal data shall be highlighted or noted and attached to the transmittal cover sheet for reference.
- Either one of the two following clauses shall be typed on the transmittal: “The data submitted conforms to the contract documents without deviation.” OR “The data submitted hereinafter deviates from the contract documents. The deviations are as follows:”

Subcontractors/Suppliers will be allowed one re-submittal after which they may incur charges from the Owner, Engineer and Contractor for the costs of review.

Subcontractors/Suppliers shall submit the appropriate number of copies with the submittal transmittal or incur the costs for the Contractor to provide the specified number of copies.

Subcontractor/Supplier is required to provide to Contractor sets of Operation and Maintenance manuals and data as specified.

Subcontractor/Supplier shall correct and resubmit all returned submittals within ten (10) working days unless the Subcontractor/Supplier has a reasonable basis for further delay and provides Contractor with written notice stating why the re-submittals will be delayed.

END OF ATTACHMENT B

ATTACHMENT C TO SUBCONTRACT BETWEEN
Strider Construction Company, Inc., as Contractor, and
«SubCompanyName», as Subcontractor**Required Documentation**

Subcontractor shall provide to the Contractor the documentation listed below. In addition, Subcontractor must provide any additional documentation required by the Subcontract General Conditions. In the event of conflict between the requirements listed in this Attachment and the Subcontract General Conditions, then the more stringent requirement shall govern.

A. BEFORE COMMENCING WITH WORK, Subcontractor shall provide to Contractor:

- 1) A Certificate of Insurance, which names Contractor and the project Owner as an **additional insured** for this project;
- 2) A completed IRS form W-9;
- 3) A copy of their contractor's license; and
- 4) If this Subcontract relates to a public works project (i.e., at least partially federally or state funded), an original, approved Statement of Intent to Pay Prevailing Wages form from the Department of Labor & Industries. Subcontractor is aware Weekly Certified Payroll and Monthly Employment Utilization Reports are required. **It is necessary to turn in Weekly Certified Payroll and Monthly Utilization Reports even if no work was performed for that period.**

B. WITH EACH PAY ESTIMATE:

- 1) The minimum retainage is 5%, which will be withheld by the issuing agency (and therefore Contractor) until the project paperwork is complete and accepted by the owner and final payment, including retainage, has been received by Contractor;
- 2) Subcontractor may submit only those change orders, which have been approved in writing;
- 3) After the first payment, Subcontractor shall submit the Subcontractor Statement of Payment Affidavit for all subsequent payment requests;
- 4) The Contractor may require a Release of Lien and Claim from Subcontractor in a form acceptable to Contractor; and
- 5) If this Subcontract relates to a public works project (i.e., at least partially federally or state funded), Weekly Certified Payroll and Monthly Utilization Reports must be up to date through the end of the period covered in the pay estimate. **Note: Strider Construction Co., Inc. may withhold payment pending receipt of required wage and payroll documentation.** Further, the following statement must appear on each billing or pay estimate:

“Prevailing wages have been paid in accordance with the pre-filed Statement of Intent on file with the Department of Labor & Industries as approved by the Industrial Statistician.”

C. BEFORE THE RETAINAGE CAN BE RELEASED, Subcontractor shall provide to Contractor:

- 1) A Final Release of Lien and Claim in a form acceptable to Contractor.
- 2) All project documents, O&M manuals, and as-built drawings etc. as required by the Contract.
- 3) If this Subcontract relates to a public works project (i.e., at least partially federally or state funded), an original Affidavit of Wages Paid, approved by the Department of Labor & Industries. After certification or field audit by the Department of Labor & Industries, Department of Revenue and Employment Security, the owner/agency will be notified to release the retainage.

END OF ATTACHMENT C

ATTACHMENT S TO SUBCONTRACT BETWEEN
Strider Construction Company, Inc., as Contractor, and
«SubCompanyName», as Subcontractor**Strider Construction Site Safety Protocol**

Strider Construction expects ALL Subcontractors and Suppliers to adhere to the following MINIMUM safety standards at all times on all jobsites:

- a. **Eye Protection:** Safety glasses will be worn at all times in the field unless conditions exist which the Strider Superintendent deems the glasses create a safety risk. The glasses must be certified safety glasses with side shields. The only exception to this policy will be individuals in vehicles or equipment with glass protection between the individual and the work. If side windows are open, safety glasses are required.
 1. Clearing activities require an additional face shield/guard.
 2. Grinding and pressure washing require full face shields.
- b. **Hearing Protection:** Foam plugs are required at all times when working in proximity to noise generating equipment or tools. Double protection (an outer ear protection) is required for chipping, breaking, and clearing activities.
- c. **Hard Hats:** Hard hats are required at all times in the field. The hard hats must be 6 point liner connection. The only exception to this policy will be individuals in vehicles or equipment with overhead protection between the individual and the work.
- d. **High Visibility Clothing:** High visibility clothing is required as the outer garment at all times in the field. Flaggers and others involved with traffic control or high traffic areas must adhere to WISHA standards for attire.
- e. **Specialty Clothing:** The following are minimum standards for all field work:
 1. Clearing activities require chaps and boot/ankle guards.
 2. Work in or near open water requires wearing a personal floatation device.
 3. Hazardous waste sites require personal protective clothing as specified in the site specific Health and Safety Plan.
 4. Caustic material handling requires personal protective clothing (gloves and possibly respirators or filters) as prescribed in the MSDS information.
- f. **Personal Clothing:** The following are minimum standards for all field work:
 1. Boots with a crush resistant toe.
 2. Shirts with a minimum 3 inch sleeve.

Strider Superintendents are expected to ensure these minimum standards are followed. Subcontractors and Suppliers are expected to be, at minimum, compliant with these standards and provide the requisite equipment for their employees. In the event the standards are not followed, Strider Superintendents are authorized to take administrative action up to and including expulsion from the project site of the non-compliant Subcontractors or Suppliers and their employees.

END OF ATTACHMENT S

SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist is given to Contractors and Subcontractors for documenting that a subcontractor of any tier meets the subcontractor responsibility criteria. It is suggested that Contractors and Subcontractors print a copy of the documentation from the appropriate website to include with this checklist in thir contract file.

GENERAL INFORMATION	
Project Name:	Project Number:
Subcontractor's Business Name:	City Business Registration Number:
	Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
SUBCONTRACTOR REGISTRATION https://secure.lni.wa.gov/verify/	
License Number:	License Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
INDUSTRIAL INSURANCE COVERAGE (Workers Comp)	
Account Number:	Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
This information can be found by UBI/TAX REGISTRATION NUMBER clicking the link at the bottom of the L&l page referenced above or at https://secure.dor.wa.gov/gteunauth/_/	
UBI/Tax Registration Number:	Account Open <input type="checkbox"/> Closed <input type="checkbox"/>
FEDERAL TAX IDENTIFICATION NUMBER	
Federal Tax Identification Number:	
EMPLOYMENT SECURITY DEPARTMENT	
Employment Security Department Number:	
NOT DISQUALIFIED FROM BIDDING	
https://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the bidder listed on the "Debarred Contractor's List" on the Washington State Department of Labor and Industries Website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
https://www.SAM.gov	
Is the bidder listed on the current debarred or suspended bidder list available on the U.S. General Services Administration's System for Award Management (SAM) website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
SPECIALTY CONTRACTOR LICENSES https://secure.lni.wa.gov/verify/	
Electrical: If required by Chapter 19.28 RCW Does the Subcontractor have an Electrical Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/>
SUBCONTRACTOR CERTIFICATION	

The undersigned is an authorized agent of subcontractor and certifies

Sign

Date

Print Name & Title

PRIME CONTRACTOR VERIFICATION

Sign

Date

Print Name & Title

Claim Against Retainage and Bonds

	Project(s) With Claim Against Retainage and Bonds	Owner Contact Information	List of Claims filed Against Retainage or Payment Bond	Written Explanation of Circumstances	Resolution of Claim
*	Tucker Avenue Reconstruction Phase 2	Town of Friday Harbor Public Works Director - Wayne Haeefele Phone - (360) 378-2810	Lawson Construction (subcontractor) has a lien on Strider's bond.	Lawson Construction was directed by the Town of Friday Harbor to place HMA paving, but the Town of Friday Harbor did not accept Lawson's HMA paving work. The Town in not accepting the job for that reason.	The claim has yet to be resolved. Expect resolution in the first quarter of 2022.

* You are welcome to contact our bonding agent, Steve Scott, with HUB International at (425) 489-4525 for further information on Strider's bondability.

**STRIDER CONSTRUCTION COMPANY, INC.
JERRY CURTIS**

Job Title: Project Manager/Estimator
New Hire with Strider Since: February 2011
Experience with Other Firms: 40 years

HIGHLIGHTS	
✓	BS, 1970, Forest Management, University of Washington

EXPERIENCE AND QUALIFICATIONS

Mr. Curtis has had extensive experience in the Heavy Civil, Building and Landscaping Construction Industries for most of his lifetime. His experience includes all phases of Utility Infrastructure, Nursery Management, Civil and Residential Building, Marine Construction, Sewage Lagoons, Water Treatment Plants, Wetland Mitigation, Stream Relocation and Restoration, and extensive Construction Management.

February 2011 – Present

Strider Construction Co., Inc.

- 2021 – Project Manager, Abbott Levee Habitat Improvement Project, Everson, WA. Owner: Whatcom County. The scope of this project included constructing an access road over the Abbott Levee, clearing and grubbing of the existing vegetation, providing site access roads, constructing wood habitat structures on site, earthwork to grade the improved bank, placement and installation of woody habitat features and revegetation. Contract Amount: \$560,000.00.
- 2021 – Project Manager, Lynden Levee Channel Realignment Project, Lynden, WA. Owner: Whatcom County. This project provided a new conveyance channel west of the Lynden Wastewater Treatment Plant. The scope of work included clearing and grubbing, placement of woody habitat features and revegetation. Contract Amount: \$365,800.00.
- 2021 – Project Manger, Nooksack Maple Reach Phase 1 Restoration, Maple Falls, WA. Owner: Nooksack Indian Tribe. This work included installing temporary bridges and crossings for access, clearing work areas of vegetation, isolating work areas from the river and other wetted areas (if necessary), constructing up to 28 engineered logjam structures and 6 flood fence structures, removing temporary bridges and crossings and restoring the site.
- 2019 - 2020 – Project Manager, Darrington District Emergency Repairs, Phase 1, Deming, WA. Owner: Western Federal Lands Highway Division. This project consists of aggregate surfacing, asphalt concrete pavement, drainage, MSE wall and ford low water crossing for 16 intermittent damaged sites. Contract Amount: \$2,705,000.00.
- 2018 – 2019 – Project Manager, Best Road, Rudene Road to Summers Drive, Mt. Vernon, WA. Owner: PUD #1 of Skagit County. Work included installation of approximately 10,700 LF of water distribution piping along Best Road between Valentine Road and Summers Drive, consisting of 12” and 8” Class 50 DI water distribution piping including fittings, thrust blocks, service connections, fire hydrants, branch and mainline valves, establishment of private water service connections, dewatering, appurtenances and incidentals, pavement repair, temporary traffic control, temporary erosion control, disinfection, pressure testing, and site restoration. This contract also includes approximately 10,700 LF

of 4" SCH 40 PVC new fiber conduit in the same trench as the water distribution piping. Contract Amount: \$1,653,491.00.

- 2018 – 2019 – Project Manager, Hoh Sewer Treatment Improvements, Forks, WA. Owner: Indian Health Services - DES. The work performed under this contract consisted of removing existing sand filters, crush/bury (3) existing concrete dosing tanks, install (1) 20,000 gallon fiberglass primary treatment tank with deadman, install (1) 10,000 gallon fiberglass pre-anoxic tank with deadman, textile filter sewer treatment units, pump vault, pumps, electrical, pre-fabricated building, pump existing 10,000 gallon and 5,000 gallon septic tanks and rapid infiltration basin renovation. Contract Amount: \$1,035,000.00.
- 2018 – Project Manager, Boon Road Improvements – Section 2, Oak Harbor, WA. Owner: Island County. This work included roadway widening to construct paved shoulders, full roadway HMA overlay and some sections of full roadway reconstruction, new stormwater system for the entire project length, and minor roadside restoration and clear zone improvements. Contract Amount: \$1,309,690.00.
- 2017 – Project Manager, Salish Travel Truck Stop, Bellingham, WA. Owner: Lummi Commercial Company. Site work to include 14" of stripping across the site and haul, water lines, storm pipe, three oil/water separators and a pond. Contract Amount: \$1,423,162.00.
- 2017 – Project Manager, Deming Levee Upstream Improvement Project, Bellingham, WA. Owner: Whatcom County. This contract provides for constructing a new setback levee between the upstream end of the existing Deming Levee and the BNSF railway embankment as well as constructing a new channel for the Marshal Hill stream to drain in the Nooksack River from the outlet of a 24-inch diameter culvert under the railroad tracks. Contract Amount: \$1,876,030.00.
- 2017 – Project Manager, 2017 Water and Sewer Improvements, Mukilteo, WA. Owner: Mukilteo Water & Wastewater District. Project includes the replacement of approximately 1,800 LF of existing 6" cast iron main with 8" water main. Demolition of the existing Booster Station, trench restoration and overlay. Demolition of the existing Lift Station 4, modification and conversion of the existing wet well into a large diameter sanitary sewer manhole, directional drilling. The 8" sewer main will be directionally bored under BNSF ROW in a 24" steel casing for approximately 160 LF. Contract Amount: \$859,506.72.
- 2017 – Project Manager, Smuggler's Slough Culvert Replacement, Bellingham, WA. Owner: Lummi Indian Business Council. This project involves the installation of two owner-provided culverts of approximately 50 LF and 55 LF, removal of two existing culverts, removal and replacement of portions of two paved roadways on Haxton Way and Lummi Shore Drive. Also includes the bypass of a public water and force main sewer system on Lummi Shore Drive. Contract Amount: \$457,812.00.
- 2016 – Project Manager, Roadway and Utility Improvements – MacKenzie 4, Division 2A, Bellingham, WA. Owner: Lummi Housing Authority. This project includes construction of roads and utilities for a 14-lot subdivision on Lummi Tribal property. The site is currently cleared, but undeveloped. The contract work on this project includes installation of sanitary sewers, watermains, storm sewers, trenching for utilities, curbs, sidewalks, asphalt paving, striping, restoration, mailbox, signage, and other work typical to a single family residential subdivision. Contract Amount: \$727,801.00
- 2016 – Project Manager, Kwina Road Pedestrian Improvements, Bellingham, WA. Owner: Lummi Indian Business Council. The work to be performed under this contract includes but is not limited to installation of curbs and gutters, concrete sidewalk, storm pipe and catch basins, roadway widening, driveway reconstruction, signing, pavement markings, temporary erosion control, traffic control and other work. Contract Amount: \$906,755.27.

- 2016 – Project Manager, 2015 Sanitary Sewer Replacement, Bellingham, WA. Owner: City of Bellingham. The improvements consist of installing approximately 2,900 LF of 36, 24, 21, 18 and 8-inch sanitary sewer main and associated manholes and side sewers. Work will also include roadway excavation, placement of gravel base, asphalt concrete paving, pavement marking, vegetative restoration, replacement of storm drain catch basin frame and grates, storm drain pipes, installation of a concrete stormwater vault, masonry tunnel modifications, and installation of cement concrete sidewalk, curb and gutter and curb ramps. Contract Amount: \$1,291,745.64.
- 2015 – Project Manager, Hendrickson to McComb Road Pipeline Project, Sequim, WA. Owner: Dungeness Irrigation District. This project consists of demolition, removal and disposal of existing culverts, root bridges and concrete structures. Installation of approximately 6,882 LF of new 18” PVC pipe, 600’ of 4” & 6” PVC service connection pipe. Driveway and road crossings. Installation of 10 combination air/vacuum valves, and one pressure relief valve. Backfill ditch. Implementation of temporary erosion, sedimentation and dust control measures and traffic control. Contract Amount: \$494,673.09.
- 2015 – Project Manager, Cornet Bay Shoreline Restoration, Oak Harbor, WA. Northwest Straights Marine Conservation Foundation. This project includes site preparation to include clearing and grubbing, TESC installation and removal, debris removal, concrete bench pad excavation, haul, and removal, large woody debris procurement and placement, soil amendment and mulching. Contract Amount: \$112,156.66
- 2015 – Project Manager, Padden Creek Estuary Habitat Enhancement Project, Bellingham, WA. Owner: City of Bellingham. This project involves creating new salt marsh habitat and stabilizing slopes along the estuary’s eastern and western shorelines. Includes removal and disposal of treated timber and piles, excavation, bank stabilization and plantings. Some work will be within the intertidal zone and may need to be accomplished at night to take advantage of low tides. Contract Amount: \$225,699.25
- 2014 – Project Manager, Hoh River Erosion Site #2 Bank Stabilization, Forks, WA. Owner: WSDOT. Project provides for the improvement of US 101, MP 175.69 to MP 175.95 to provide protection against erosion from the Hoh River by installing engineered log structures as river bank protection. Also Includes building an access road, installing a bulk bag isolation dam, drainage, placing riprap, driving steel H-pile, structure excavation, backfilling, contour grading, planting, etc. Contract Amount: \$2,212,436.00.
- 2014 – Project Manager, Windjammer Park Stormwater Outfall Replacement, Oak Harbor, WA. Owner: City of Oak Harbor. Project included partially removing an existing corrugated metal outfall, replacement of an existing outfall with reinforced concrete pipe; construction of a new stormwater manhole and outfall using HDPE pipe. Contract Amount: \$727,640.00.
- 2014 – Project Manager, Gilligan Creek Intake Improvements Project, Mount Vernon, WA. Owner: Skagit County Public Utility District. Project replaced the intake screen at the Gilligan Creek Raw Water intake in the Cultus Mountains. Installation of flow diversion measures, removal of the existing intake structure, fabrication of a new intake screen structure, modification of the existing bedrock to adapt to the new screen shape, anchoring the new screen in place & clean up, etc. Contract Amount: \$96,000.00.
- 2014 – Project Manager, Sandy Point Sewer Pump Station Improvements Phase 2 Pump Stations 14, 15, 19, and 19A, Bellingham, WA. Owner: Lummi Indian Business Council. Project included the reconstruction of three wastewater pumping stations and one new wastewater pump station within the Owner’s Sandy Point Service Area. Contract Amount: \$1,108,740.00.

- 2013 – 2014 – Project Manager, Wymans Habitat Mitigation Site (Project Pier 1), Anacortes, WA. Owner: Port of Anacortes. This project provided excavation demolition and construction within an inter-tidal environment restricted by applicable agency permit conditions; demolition of buildings and marine related structures requiring abatement & removal of hazardous materials; excavation, transport & disposal of clean & contaminated materials; excavation of bedrock; installation of landscaping, fencing & pathway construction. Contract Amount: \$1,110,545.00.
- 2013 – Project Manager, Lummi Shore Road Pump Station Upgrades Pump Stations 3 & 4, Bellingham, WA. Owner: Lummi Tribal Sewer & Water District. Project included the renovation of two drywell/wetwell sewage pump stations. The drywell will be removed and the wetwells will be extended with concrete sections. Installation of Owner-provided submersible pumps. New valve vaults were constructed as well. Contract Amount: \$282,680.00.
- 2012 – 2013 – Project Manager, Hoh Water System Improvements, Forks, WA. Owner: Indian Health Services. Project consisted of the construction of a new water source, water storage tank and water treatment building. Contract Amount: \$1,338,950.00.
- 2012 – Project Manager, “A” Street SE and Division Avenue Improvements, Ephrata, WA. This project included the installation of pipe, catch basins & utilities as a Subcontractor to Central Washington Asphalt, Inc. Contract Amount: \$105,000.00.
- 2012 – Project Manager, Red Creek Corridor Hatchery Improvements Phase I, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. Project consisted of clearing, grubbing and dewatering from a pre-settling vault work area. Piping install pre-settling vaults, vault foundation material, backfill, hydrostatic testing then dewatering the vaults. Contract Amount: \$106,000.00.
- 2012 – Project Manager, Residential Water Supply Project, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. This work took place within and outside of the Helmick Road Reservation. Within – installation of ductile iron water line, steel casing, horizontal boring/tunneling under the Red Creek Channel. Asphalt, construction of access road & maintenance path. Outside – installation of ductile iron pipe, HDPE water line & asphalt patching. Contract Amount: \$650,000.00.
- 2012 – Project Manager, Sandy Point Pump Station Improvements 15A, 16, 17 & 18, Bellingham, WA. Owner: Lummi Tribal Sewer & Water District. This project provided for the renovation of 3 drywell-wetwell sewage pump stations and construction of a 28’-deep, 96”-diameter wetwell. Submersible pumps, generators and electrical controls. Precast concrete buildings will be constructed at each site. Contract Amount: \$750,000.00.
- 2011 – 2012 – Project Manager, Frostad Road Improvements, Whidbey Island, WA. Owner: Island County Public Works. This project consisted of road widening, HMA, stormwater treatment, MSE walls, spiralnails, wetland construction, landscaping, guardrail, etc. Contract Amount: \$4,125,000.00.
- 2011 – Project Manager, Community Wastewater Improvements, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. Project consisted of pump stations high head effluent pumps, force mains, new textile filter wastewater treatment facility, 20’x15’ pre-fabricated metal building, owner-supplied generator, construction of new access road, electrical, piping, valve pump, demolition, etc. Contract Amount: \$2,170,000.00.
- 2011 – Project Manager, Vernon Road Diversion, Phase 2, Lake Stevens, WA. Owner: Lake Stevens Sewer District. Project provided the installation of approximately 470 LF of 36” ductile iron and 670 LF of 36” PVC sanitary sewer pipes. Also included manholes, erosion control, pipeline testing, roadway & surface restoration, etc. Contract Amount: \$530,000.00.

Representative Assignments and Project Responsibilities with other Firms Include:

- August 2010 – December 2010 – Project Manager, McKenzie Subdivision Phase II, Lummi Housing Authority, PSE Engineers on the sub divisional infrastructure from clearing through paving including wetland mitigation, all utilities and extensive stormwater control and facilities. Contract Amount: \$780,000.00.
- March 2010 – August 2010 – Slater Road Waterline, Tank and Vault Restoration, Lummi Sewer and Water District, Telegraph Engineering. Installation of 11,000 LF of waterline with bores and restoration. Tank modifications and large PRV vault installation in tidal conditions. Contract Amount: \$ 870,000.00.
- 2009 – Construction Estimator for local Contractor – Part-Time.
- February 2009 – June 2009 – Construction Inspector for local Engineering Firm – Part Time.
- 1998 – 2008 – Semi-retired; but built 3 Residences and completed a Subdivision within Whatcom County.
- 1983 – 1998 – Part Owner of a Heavy Civil General Contracting firm with divisions in concrete and electrical trades.

Projects completed during that period were:

- 1998 – Project Manager, Heavy Haulout Facility for the Port Townsend. Project included utilities, site grading and construction of storm water management facilities by completely relocating the entire shore side boat repair area in stages; improving and replacing. Conditions required extensive dewatering including tidal influences. Extensive marine dredging, float installation, and a new boat launch were also involved. Contract Amount: \$6 Million.
- 1996 – 1997 – Administrator, Phase I and II State Route 503 Improvements for the Washington State Department of Transportation, Vancouver, WA. Project included bridge construction near Battleground, WA. Contract Amount: \$19 Million.
- 1995 – 1996 – Administrator, High Occupancy Vehicle (HOV) Lane Construction for the Washington State Department of Transportation along the Interstate 5 Corridor near Boeing Field in south Seattle. Contract Amount: \$6 Million.
- 1995 – 1996 – Project Manager, Town of Soap Lake, WA. Waterline replacement. Contract Amount: \$1.3 Million.
- 1994 – 1995 – Project Manager, Barkley Boulevard Extension, City of Bellingham, WA. Britton Road to Woburn Street. The project included initial clearing, earthwork, installation of water, sewer and storm utilities, concrete sidewalks, curb and gutter, asphalt paving, traffic signals and landscaping. Contract Amount: \$2.5 Million.
- 1993 – 1994 – Project Manager, Coulee City Sewer Replacement, for the City of Coulee City, WA. Includes new distribution lines and manholes. Contract Amount: \$1.3 Million.
- 1993 – 1994 – Project Manager, Reworking and Erosion protection for Des Moines Marina which included placing of concrete-filled sandbags precisely on a new slope during seasonally super-low tides. Sheet piling and new float installation were installed including new fueling stations and piping. Combined Contract Amount: \$1.5 Million.

- 1993 – 1994 – Project Manager, Replacing the Siphon Facilities, Sequim Irrigation District across a very challenging valley. This project consisted of replacing a 48” diameter wood stave pipeline with steel across a ravine that was so steep conventional equipment use was not possible. Used a high lead logging system to place all components, including the placement of a large concrete anchoring system at the bottom that was formed around the pipe. This system was all prefabricated and organized such that flanged fittings had to match perfectly upon completion. Combined Contract Amount: \$200,000.00.
- 1992 – 1993 – Project Manager, Relocation of the Dash Point Sewage Treatment Plant, Federal Way Water and Sewer District, which included relocating and raising an existing salmon spawning creek. The State highway was redone including huge arch culverts and log spawning fish ladders. An existing incoming 48” concrete sewer line that fed the plant was supported by building a bridge to keep the plant functional while performing extensive creek relocation and drainage structures underneath the line. The creek when finished was actually 125’ higher in elevation than before, and salmon were seen coming up the ladder the first year after completion. Combined Contract Amount: \$2.0 Million.
- 1991 – 1992 – Three separate Water Line Projects, Chelan County PUD, Upper Sunnyslope Project. Project included tanks, pump stations and roadwork. Combined Contract Amount: \$2.0 Million.
- 1989 – 1991 – Project Manager, Ilwaco Water System Improvements, City of Ilwaco, WA. This project included constructing an earthen damn with 600,000 cubic yards of fill, processing aggregates from forest land, installing 10 miles of water transmission main to the City, construction of a 250,000-gallon concrete reservoir, and construction of the City’s water treatment plant. Combined Contract Amount: \$6.5 Million.
- 1988 – 1991 – Project Manager, Lincoln Rock State Park Sewage Revisions, Chelan County PUD. Project included building new PVC lined lagoons. Combined Contract Amount: \$400,000.00
- 1987 – 1988 – Project Manager, Tieton Wastewater Treatment Lagoons, Town of Tieton. Included 4 new lined sewage lagoons with a new control building and appurtenances. Combined Contract Amount: \$ 1.1 Million.
- 1986 – 1987 – Project Manager, Washington State Department of Corrections, McNeil Island Penitentiary. Water project including 6 miles of new transmission main and 4 pump stations. Interesting logistics on an island with a prison. Combined Contract Amount: \$ 1.1 Million.
- 1985 – 1986 – Project Manager, Skagit County PUD. Project included 9 miles of waterline on Gunderson Road. Combined Contract Amount: \$ 1.0 Million.
- 1984 – 1985 – Project Manager, Haggin and Huntington Roads, City of Bellingham, WA. Two residential street extensions with utilities. Combined Contract Amount: \$ 135,000.00.
- 1984 – 1985 – Project Manager, Guide Meridian Sewer, City of Bellingham, WA. Project consisted of 4000 LF of mainline north of I-5, center of busiest road in town. Combined Contract Amount: \$ 700,000.00.
- 1993 – 1984 – Project Manager, Dewar Valley Sewer, City of Bellingham, WA. 2 miles of sewer including bore under I-5 and 25-foot deep large diameter pump station. Combined Contract Amount: \$400,000.00.
- 1982 – 1983 – Project Manager, John Wayne Marina, Port of Port Angeles, WA. Project included all site work, floats and boat ramp. Combined Contract Amount: \$1.2 Million.

- 1981 – Project Manager, Columbia Irrigation District. Large irrigation project with over 1,000 LF of steel flume 12’ diameter. Spanned with steel bridge across a state highway in Kennewick, WA. Included 600’ of concrete lined 96” diameter steel pipe. Combined Contract Amount: \$ 900,000.00.
- 1980 – Project Manager, Olympic Isle Marina-Budd Inlet, Port of Olympia. 370 slip marina including shore ramps, utilities, boat launch, pile driving and breakwater. Floats furnished by owner for contractors installation. Combined Contract Amount: \$ 1.7 Million.
- 1979 – Project Manager, Bureau of Indian Affairs Colville Tribe, Town of Nespelem. Sewage revisions, 4 pump stations, 3 miles of mainline and 5 acre lined sewage lagoons. Combined Contract Amount: \$ 900,000.00.
- 1978 – Project Manager, Visitor Arrival Center Park and Recreation Area, Grand Coulee Dam, Bureau of Reclamation. 2 restrooms, road, trails, landscaping and irrigation. Combined Contract Amount: \$1.1 Million.
- 1973 – 1978 Manager of Large Diameter Tree Nursery. Supplied most trees for Spokane Worlds Fair.
- 1970 – 1973 Worked as an operator and punch list manager on finishing the following state parks in Eastern Washington; Wanapum Dam – Vantage, Steamboat Rock – Grand Coulee, Potholes – Moses Lake and Central Ferry – Pomeroy.
- 1969 – 1971 Labor and operator for freeway landscaping along I-5 from Northgate through Tukwila, WA. Summers while finishing college and full-time thereafter.

**STRIDER CONSTRUCTION COMPANY, INC.
RON ZWICK**

Job Title: Superintendent
New Hire with Strider Since: May 2011
Experience with Other Firms: 30 years

EXPERIENCE AND QUALIFICATIONS

Mr. Zwick has had extensive experience in the Heavy Civil Construction recently on a variety of projects. Prior to employment with Strider he worked extensively on the production side of logging and trucking gaining irreplaceable hands on experience.

May 2011 – Present

Strider Construction Co., Inc.

- 2021 – Superintendent, Orchard Drive Extension (Birchwood Avenue), Bellingham, WA. Owner: City of Bellingham. This project includes construction of a new arterial street from James Street, under I-5, to the Squalicum Parkway/Birchwood Avenue intersection. This work includes retaining walls, earthwork, concrete curb, gutter and sidewalk, street lighting, installation of watermain, installation of stormwater collection system, stormwater treatment vaults, stormwater pond, traffic light at James Street, as well as paving and striping of pavement. Contract Amount: \$6,592,435.00.
- 2019 - 2020 – Superintendent, Darrington Emergency Repairs 2016, Phase II, Darrington, WA. Owner: Western Federal Lands Highway Division. This project consisted of 3 individual Forest Service roads that were damaged by major floods in remote locations. First was a plugged 10’ diam. culvert that caused massive deposits of debris to block the road. Strider excavated approx. 20,000 CY and build containment berms, and check dams within the creek while mitigating with cobbles and new streambed design. Diversion of the active stream was required and relocation of marine life during construction. Second site the river was diverted and streambed was rebuilt using 33 rootwads and rip rap. Willows were intertwined with the logs, streambed gravel, the road was replaced and paved. Third site was a culvert replacement with and 80’ long, 15’ diameter elliptical CMP structure. Concrete end caps, collars, and massive rip rap buttressing the crossing. Water diversion was required, rock weirs, boulders and streambed gravel filled half the interior of the culvert to re-shape the streambed. Contract Amount: \$833,615.00.
- 2018 - 2019 – Superintendent, Darrington District Emergency Repairs, Phase 1, Deming, WA. Owner: Western Federal Lands Highway Division. This project consists of aggregate surfacing, asphalt concrete pavement, drainage, MSE wall and ford low water crossing for 16 intermittent damaged sites. Contract Amount: \$2,705,000.00.
- 2018 – 2019 – Superintendent, Best Road, Rudene Road to Summers Drive, Mt. Vernon, WA. Owner: PUD #1 of Skagit County. Work included installation of approximately 10,700 LF of water distribution piping along Best Road between Valentine Road and Summers Drive, consisting of 12” and 8” Class 50 DI water distribution piping including fittings, thrust blocks, service connections, fire hydrants, branch and mainline valves, establishment of private water service connections, dewatering, appurtenances and incidentals, pavement repair, temporary traffic control, temporary erosion control, disinfection, pressure

testing, and site restoration. This contract also includes approximately 10,700 LF of 4" SCH 40 PVC new fiber conduit in the same trench as the water distribution piping. Contract Amount: \$1,653,491.00.

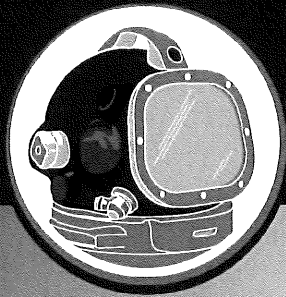
- 2018 – 2019 – Superintendent, Hoh Sewer Treatment Improvements, Forks, WA. Owner: Indian Health Services - DES. The work performed under this contract consisted of removing existing sand filters, crush/bury (3) existing concrete dosing tanks, install (1) 20,000 gallon fiberglass primary treatment tank with deadman, install (1) 10,000 gallon fiberglass pre-anoxic tank with deadman, textile filter sewer treatment units, pump vault, pumps, electrical, pre-fabricated building, pump existing 10,000 gallon and 5,000 gallon septic tanks and rapid infiltration basin renovation. Contract Amount: \$1,035,000.00.
- 2018 – Superintendent, Boon Road Improvements – Section 2, Oak Harbor, WA. Owner: Island County. This work included roadway widening to construct paved shoulders, full roadway HMA overlay and some sections of full roadway reconstruction, new stormwater system for the entire project length, and minor roadside restoration and clear zone improvements. Contract Amount: \$1,309,690.00.
- 2017 – Superintendent, Salish Travel Truck Stop, Bellingham, WA. Owner: Lummi Commercial Company. Site work to include 14" of stripping across the site and haul, water lines, storm pipe, three oil/water separators and a pond. Contract Amount: \$1,423,162.00.
- 2017 – Superintendent, Deming Levee Upstream Improvement Project, Bellingham, WA. Owner: Whatcom County. This contract provides for constructing a new setback levee between the upstream end of the existing Deming Levee and the BNSF railway embankment as well as constructing a new channel for the Marshal Hill stream to drain in the Nooksack River from the outlet of a 24-inch diameter culvert under the railroad tracks. Contract Amount: \$1,876,030.00.
- 2017 – Superintendent, Smuggler's Slough Culvert Replacement, Bellingham, WA. Owner: Lummi Indian Business Council. This project involves the installation of two owner-provided culverts of approximately 50 LF and 55 LF, removal of two existing culverts, removal and replacement of portions of two paved roadways on Haxton Way and Lummi Shore Drive. Also includes the bypass of a public water and force main sewer system on Lummi Shore Drive. Contract Amount: \$457,812.00.
- 2016 – Superintendent, Roadway and Utility Improvements – MacKenzie 4, Division 2A, Bellingham, WA. Owner: Lummi Housing Authority. This project includes construction of roads and utilities for a 14-lot subdivision on Lummi Tribal property. The site is currently cleared, but undeveloped. The contract work on this project includes installation of sanitary sewers, watermains, storm sewers, trenching for utilities, curbs, sidewalks, asphalt paving, striping, restoration, mailbox, signage, and other work typical to a single family residential subdivision. Contract Amount: \$727,801.00
- 2016 – Superintendent, Kwina Road Pedestrian Improvements, Bellingham, WA. Owner: Lummi Indian Business Council. The work to be performed under this contract includes but is not limited to installation of curbs and gutters, concrete sidewalk, storm pipe and catch basins, roadway widening, driveway reconstruction, signing, pavement markings, temporary erosion control, traffic control and other work. Contract Amount: \$906,755.27.
- 2016 – Superintendent, 2015 Sanitary Sewer Replacement, Bellingham, WA. Owner: City of Bellingham. The improvements consist of installing approximately 2,900 LF of 36, 24, 21, 18 and 8-inch sanitary sewer main and associated manholes and side sewers. Work will also include roadway excavation, placement of gravel base, asphalt concrete paving, pavement marking, vegetative restoration, replacement of storm drain catch basin frame and grates, storm drain pipes, installation of a concrete stormwater vault, masonry tunnel modifications, and installation of cement concrete sidewalk, curb and gutter and curb ramps. Contract Amount: \$1,291,745.64.

- 2015 – Superintendent, Hendrickson to McComb Road Pipeline Project, Sequim, WA. Owner: Dungeness Irrigation District. This project consists of demolition, removal and disposal of existing culverts, root bridges and concrete structures. Installation of approximately 6,882 LF of new 18” PVC pipe, 600’ of 4” & 6” PVC service connection pipe. Driveway and road crossings. Installation of 10 combination air/vacuum valves, and one pressure relief valve. Backfill ditch. Implementation of temporary erosion, sedimentation and dust control measures and traffic control. Contract Amount: \$494,673.09.
- 2015 – Superintendent, Padden Creek Estuary Habitat Enhancement Project, Bellingham, WA. Owner: City of Bellingham. This project involves creating new salt marsh habitat and stabilizing slopes along the estuary’s eastern and western shorelines. Includes removal and disposal of treated timber and piles, excavation, bank stabilization and plantings. Some work will be within the intertidal zone and may need to be accomplished at night to take advantage of low tides. Contract Amount: \$225,699.25
- 2014 – Superintendent, Hoh River Erosion Site #2 Bank Stabilization, Forks, WA. Owner: WSDOT. Project provides for the improvement of US 101, MP 175.69 to MP 175.95 to provide protection against erosion from the Hoh River by installing engineered log structures as river bank protection. Also Includes building an access road, installing a bulk bag isolation dam, drainage, placing riprap, driving steel H-pile, structure excavation, backfilling, contour grading, planting, etc. Contract Amount: \$2,212,436.00.
- 2014 – Superintendent, Windjammer Park Stormwater Outfall Replacement, Oak Harbor, WA. Owner: City of Oak Harbor. Project included partially removing an existing corrugated metal outfall, replacement of an existing outfall with reinforced concrete pipe; construction of a new stormwater manhole and outfall using HDPE pipe. Contract Amount: \$727,640.00.
- 2014 – Superintendent, Gilligan Creek Intake Improvements Project, Mount Vernon, WA. Owner: Skagit County Public Utility District. Project replaced the intake screen at the Gilligan Creek Raw Water intake in the Cultus Mountains. Installation of flow diversion measures, removal of the existing intake structure, fabrication of a new intake screen structure, modification of the existing bedrock to adapt to the new screen shape, anchoring the new screen in place & clean up, etc. Contract Amount: \$96,000.00.
- 2014 – Superintendent, Sandy Point Sewer Pump Station Improvements Phase 2 Pump Stations 14, 15, 19, and 19A, Bellingham, WA. Owner: Lummi Indian Business Council. Project included the reconstruction of three wastewater pumping stations and one new wastewater pump station within the Owner’s Sandy Point Service Area. Contract Amount: \$1,108,740.00.
- 2013 – 2014 – Superintendent, Wymans Habitat Mitigation Site (Project Pier 1), Anacortes, WA. Owner: Port of Anacortes. This project provided excavation demolition and construction within an inter-tidal environment restricted by applicable agency permit conditions; demolition of buildings and marine related structures requiring abatement & removal of hazardous materials; excavation, transport & disposal of clean & contaminated materials; excavation of bedrock; installation of landscaping, fencing & pathway construction. Contract Amount: \$1,110,545.00.
- 2013 – Superintendent, Lummi Shore Road Pump Station Upgrades Pump Stations 3 & 4, Bellingham, WA. Owner: Lummi Tribal Sewer & Water District. Project included the renovation of two drywell/wetwell sewage pump stations. The drywell will be removed and the wetwells will be extended with concrete sections. Installation of Owner-provided submersible pumps. New valve vaults were constructed as well. Contract Amount: \$282,680.00.

- 2012 – 2013 – Superintendent, Hoh Water System Improvements, Forks, WA. Owner: Indian Health Services. Project consisted of the construction of a new water source, water storage tank and water treatment building. Contract Amount: \$1,338,950.00.
- 2012 – Superintendent, “A” Street SE and Division Avenue Improvements, Ephrata, WA. This project included the installation of pipe, catch basins & utilities as a Subcontractor to Central Washington Asphalt, Inc. Contract Amount: \$105,000.00.
- 2012 – Superintendent, Red Creek Corridor Hatchery Improvements Phase I, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. Project consisted of clearing, grubbing and dewatering from a pre-settling vault work area. Piping install pre-settling vaults, vault foundation material, backfill, hydrostatic testing then dewatering the vaults. Contract Amount: \$106,000.00.
- 2012 – Superintendent, Residential Water Supply Project, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. This work took place within and outside of the Helmick Road Reservation. Within – installation of ductile iron water line, steel casing, horizontal boring/tunneling under the Red Creek Channel. Asphalt, construction of access road & maintenance path. Outside – installation of ductile iron pipe, HDPE water line & asphalt patching. Contract Amount: \$650,000.00.
- 2012 – Superintendent, Sandy Point Pump Station Improvements 15A, 16, 17 & 18, Bellingham, WA. Owner: Lummi Tribal Sewer & Water District. This project provided for the renovation of 3 drywell-wetwell sewage pump stations and construction of a 28’-deep, 96”-diameter wetwell. Submersible pumps, generators and electrical controls. Precast concrete buildings will be constructed at each site. Contract Amount: \$750,000.00.
- 2011 – Superintendent, Vernon Road Diversion, Phase 2, Lake Stevens, WA. Owner: Lake Stevens Sewer District. Project provided the installation of approximately 470 LF of 36” ductile iron and 670 LF of 36” PVC sanitary sewer pipes. Also included manholes, erosion control, pipeline testing, roadway & surface restoration, etc. Contract Amount: \$530,000.00.

Representative Assignments and Project Responsibilities with other Firms Include:

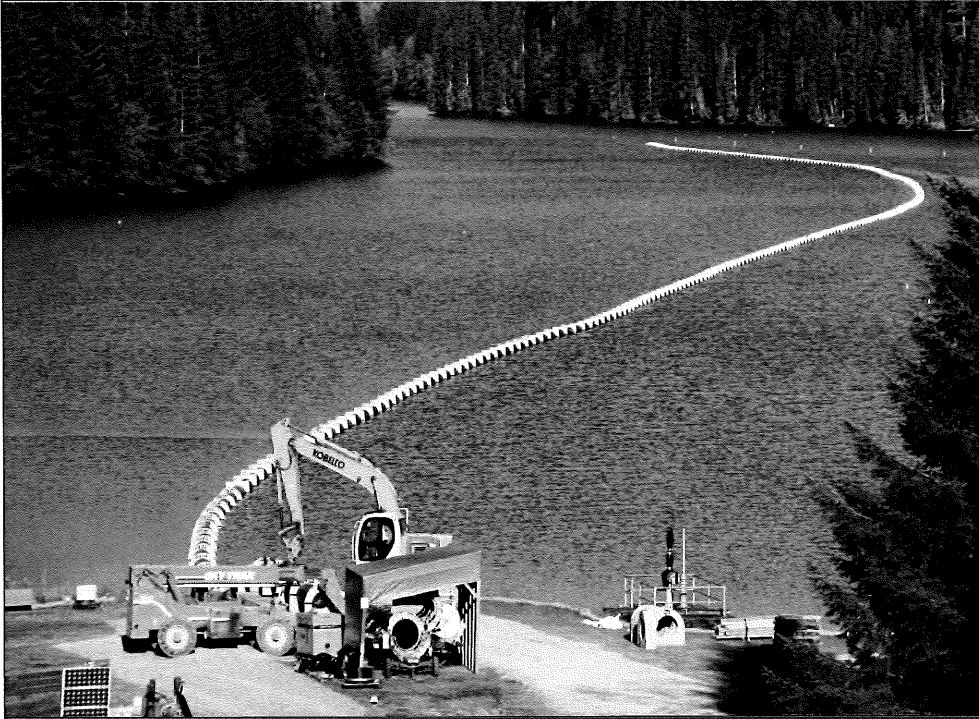
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AUS
ASSOCIATED UNDERWATER SERVICES

Project Reference Sheet

Lake Chaplain Recovered Water Outfall Improvements



Project Data

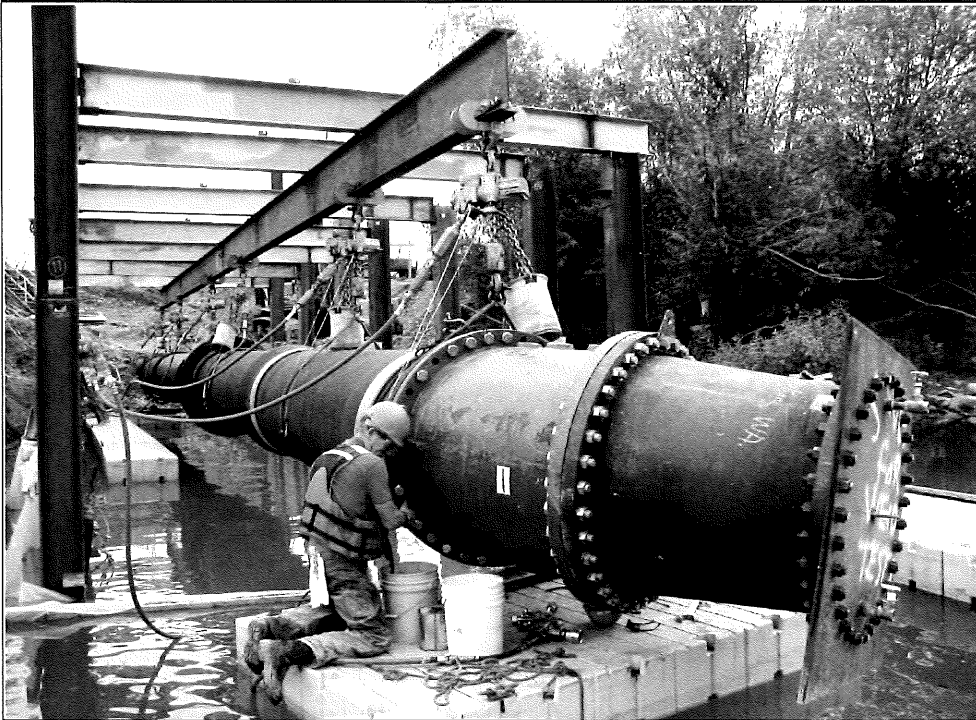
Owner – City of Everett
Prime Contractor - Stellar J
Project Name – Lake Chaplain Recovered Water Outfall Improvements
Place of Performance – Lake Chaplain Outfall
Period of Performance – Project completed November 2010
Dollar Amount - \$155,000
Point of Contact – Mike Robinson – Public facilities Manager, mrobinson@everettwa.gov

Work Summary

Associated Underwater Services installed/sank approximately 4000' of 28" HDPE pipe to a 70' depth. The pipe was held down with concrete anchor blocks every 12' and had two 300' bends that were placed using shoreline anchor winches.

Work Scope included:

- Attach Concrete Anchor Blocks
- Float and Sink 4000' of HDPE Pipe
- Install HDPE Pipe
- Install Diffuser Elbow
- Make Shore Connection to Existing Pipe



Project Data

Owner – Spokane County

Prime Contractor- Knight Construction

Project Name – Spokane River Outfall

Place of Performance – Spokane River Outfall, Spokane County

Period of Performance – September 2010

Dollar Amount - \$30,0000

Point of Contact – Knight Construction - Ken Knight, Ken@knightconst.com

Work Summary

AUS was contracted to provide Dive support services for the installation of the Spokane River Outfall. Divers assisted in the sinking and placement of the pipe. After the pipe was in the trench, AUS Divers installed clamps to secure the pipe to the H-Piles. The blind flange was removed and a “Duck-Bill” Diffuser was installed.

Work Scope included:

- Install and Remove the Turbidity Curtain
- Survey Trench
- Inspections During the Sinking Process
- Install Pipe Clamps
- Remove the Blind Flange
- Install the “Duck-Bill” Diffuser
- Survey Bedding Rock
- Survey Armor Rock



Project Data

Owner – City of Vancouver, WA

Prime Contractor – Associated Underwater Services

Project Name – Westside Outfall Inspection

Place of Performance – Columbia River, Vancouver, WA

Period of Performance – May 2017

Dollar Amount – \$30,000

Point of Contact – Linda Jones, (360) 619-4124

Work Summary

Associated Underwater Services was contracted by the City of Vancouver, WA to inspect the Westside Outfall. This included an internal and external inspection.

Work Scope included:

- Inspection of Mechanical Joints
- Inspection of Support Structures
- Inspection of Diffusers
- Internal Inspection of Pipeline



Work Summary

Associated Underwater Services provides Georgia Pacific with annual video inspections for their Newport, OR facility's outfall. This inspection includes the replacement of depleted anodes.

Work Scope included:

- Video Outfall inspection
- Inspection of Anodes
- Anode Replacement
- Inspection of Sand Cover
- Inspection of Diffuser Flow

Project Data

Owner – Georgia Pacific

Prime Contractor – Associated Underwater Services

Project Name – Georgia Pacific Ocean Outfall Diffuser Inspection

Place of Performance – Georgia Pacific's Outfall in Newport, OR

Period of Performance – Annual Inspections Since 2002

Dollar Amount – Approximately \$38,000 Annually

Point of Contact – Jon Schmidt, Jon.Schmidt@gapac.com

PPM Georgetown Outfall Inspection

95



Project Data

Owner – King County

Prime Contractor – Pacific Pile and Marine

Project Name – Georgetown Outfall inspection

Place of Performance – Seattle, WA

Period of Performance – August 2018

Dollar Amount – \$130,000

Point of Contact – Stewart Willis, Stewart@pacificpile.com

Work Summary

Associated Underwater Services was subcontracted by Pacific Pile and Marine (PPM) to perform a video inspection of King County's Georgetown Outfall. This consisted of inspecting the easement area that was approximately 400' long and 20' wide. After the inspection AUS worked with PPM to replace the outfall. During the construction phase, multiple inspections were required to determine, elevation, cover, and a final "As Built" inspection.

Work Scope included:

- Inspect Construction Easement Area
- Replacement of Outfall
- Ongoing Inspections Throughout Construction

BP Cherry Point Refinery Outfall Inspection



Work Summary

Associated Underwater Services has been providing underwater inspections and maintenance for BP's Cherry Point Refinery since its inception in 2002. Over the course of the latest inspection AUS looked at 13 diffuser ports and determined their current operational capacity along with examining the levels of marine growth around the pipeline.

Work Scope included:

- Inspect Outfall for Marine Growth that Obstructs the Discharge Flow
- Inspect Diffuser Ports
- Clean and Inspect Dresser Coupling
- Remove Marine Growth that Restricts Flow

Project Data

Owner – British Petroleum West Coast Products

Prime Contractor- Associated Underwater Services

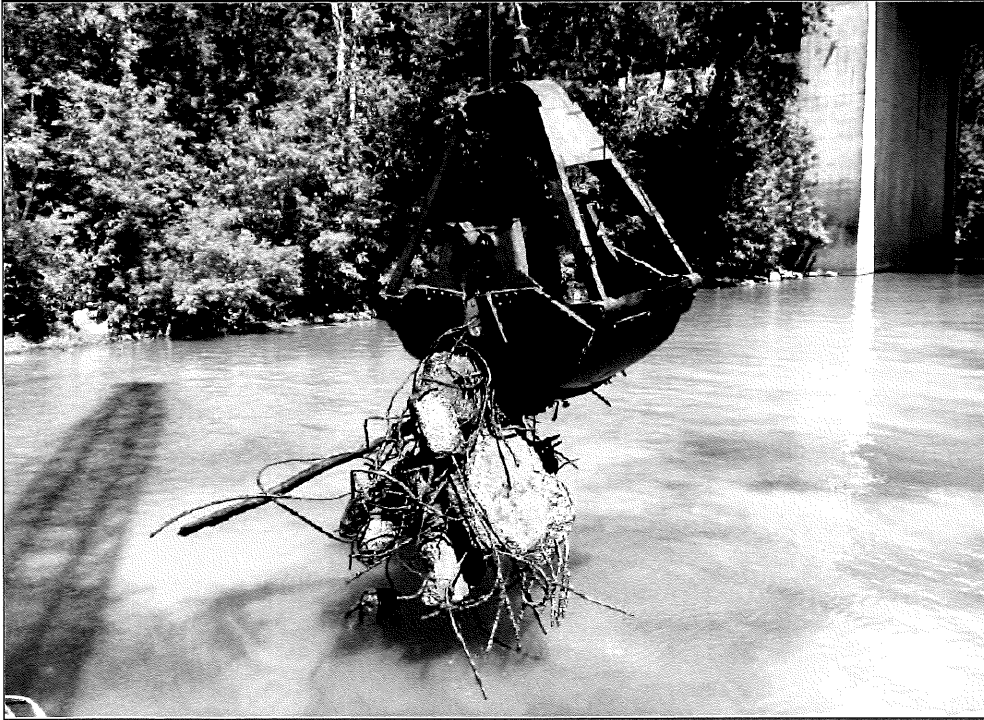
Project Name – BP Cherry Point Refinery Outfall, Buoy, Anchor Crack and Pile Inspection

Place of Performance – BP Cherry Point Refinery

Period of Performance – 2002 - Current

Dollar Amount - \$350,000 Annually

Point of Contact – Haley Haman (360) 927-4508



Project Data

Owner – City of Wilsonville

Prime Contractor – Northbank Civil and Marine

Project Name – Wilsonville WWTP Outfall Installation

Place of Performance – Wilsonville WWTP Outfall

Period of Performance – April 2018

Dollar Amount - \$169,000

Point of Contact – Anthony Miller, (360) 984-3336, AnthonyM@northbankcm.com

Work Summary

AUS was subcontracted by Northbank Civil and Marine to assist in the pre-installation dredging and the installation of the Wilsonville Outfall. AUS assisted in removing portions of the existing outfall and the placement of the pipe. Once the pipe was placed, AUS assisted in leveling and was responsible for inspecting the epoxy coatings to ensure the pipe was properly fitted.

Work Scope included:

- Demo portions the Existing Outfall
- Install Concrete Bags Inside of the Existing Pipe to Create a Plug
- Level off Excavation Prior to Placing the Pipe
- Place the Pipe
- Place Sandbags Under the Pipe to Level off
- Inspect Concrete and Epoxy Coatings After Placement of Pipe
- Install Diffuser Section
- Install Diffusers
- Verify Backfill is Installed Properly
- Perform Final Inspection



City of Lynden
300 4th Street
Lynden, WA 98264

December 1, 2021


RE: Industrial Condensate Pipeline Outfall
City of Lynden Project Number 2015-09

Signed Statement

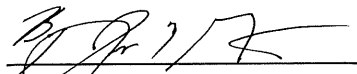
Mr. Nathan Zylstra, P.E.,

Strider Construction Co., Inc. as well as Gonzales Boring & Tunneling have completed all sections of the Bidders Qualification Certificate included in the Bid Proposal Package and have demonstrated our ability to meet all required criteria.

Sincerely,



Strider Construction Co., Inc.



Gonzales Boring & Tunneling



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

Called By: For:		City of Lynden INDUSTRIAL CONDENSATE PIPELINE OUTFALL 300 4th Street Lynden, WA 98264		Engineer's Estimate		1 Strider Construction, Inc. 4721 Northwest Drive Bellingham, WA 98226		2 IMCO General Construction, Inc. 2116 Buchanan Loop Ferndale, WA 98248		Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
By: Date:		CERTIFIED TABULATION OF BIDS RECEIVED Nathan Zystra, P.E. November 30, 2021 at 2:00 pm									
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 460,000.00	\$ 460,000.00	\$ 275,000.00	\$ 275,000.00	\$ 367,500.00	\$ 92,500.00
2	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 2,000.00
3	Temporary Trench Patch	800	SF	\$ 5.00	\$ 4,000.00	\$ 5.00	\$ 4,000.00	\$ 7.00	\$ 5,600.00	\$ 6.00	\$ 1.00
4	Project Temporary Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00	\$ 40,000.00	\$ 40,000.00	\$ 47,500.00	\$ 7,500.00
5	Clearing and Grubbing	1	LS	\$ 16,800.00	\$ 16,800.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 10,000.00
6	Removal of Structures and Obstructions	1	LS	\$ 16,800.00	\$ 16,800.00	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 4,500.00
7	Sawcut ACP	4,950	LF-IN	\$ 1.00	\$ 4,950.00	\$ 1.00	\$ 4,950.00	\$ 0.70	\$ 3,465.00	\$ 0.85	\$ 0.15
8	Gravel Borrow Incl. Haul	2,650	TON	\$ 15.00	\$ 39,750.00	\$ 15.00	\$ 39,750.00	\$ 26.00	\$ 68,900.00	\$ 20.50	\$ 5.50
9	Roadway Excavation Incl. Haul	150	CY	\$ 20.00	\$ 3,000.00	\$ 14.00	\$ 2,100.00	\$ 48.00	\$ 7,200.00	\$ 31.00	\$ 17.00
10	Shoring or Extra Excavation Class B	2,550	SF	\$ 1.00	\$ 2,550.00	\$ 1.50	\$ 3,825.00	\$ 0.50	\$ 1,275.00	\$ 1.00	\$ 0.50
11	Dewatering	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 150,000.00	\$ 150,000.00	\$ 85,000.00	\$ 85,000.00	\$ 117,500.00	\$ 32,500.00
12	Furnish and Install Trenchless Crossing of Hannegan Road	399	LF	\$ 1,100.00	\$ 438,900.00	\$ 1,000.00	\$ 399,000.00	\$ 930.00	\$ 371,070.00	\$ 965.00	\$ 35.00
13	Trenchless Launch Shaft	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 37,500.00	\$ 2,500.00
14	Trenchless Reception Shaft	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 20,000.00
15	Crushed Surfacing Top Course	210	TON	\$ 50.00	\$ 10,500.00	\$ 60.00	\$ 12,600.00	\$ 44.00	\$ 9,240.00	\$ 52.00	\$ 8.00
16	HMA Cl. 1/2" PG 58H-22	290	TON	\$ 120.00	\$ 34,800.00	\$ 135.00	\$ 39,150.00	\$ 120.00	\$ 34,800.00	\$ 127.50	\$ 7.50
17	Job Mix Compliance Price Adjustment	1	CALC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Compaction Price Adjustment	1	CALC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Driving St. Pile	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 2,500.00	\$ 5,000.00	\$ 4,200.00	\$ 8,400.00	\$ 3,350.00	\$ 850.00
20	Furnishing St. Piling	70	LF	\$ 200.00	\$ 14,000.00	\$ 80.00	\$ 5,600.00	\$ 140.00	\$ 9,800.00	\$ 110.00	\$ 30.00
21	Removing Pile Obstructions	1	EST	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -
22	Temporary Barrier	138	LF	\$ 40.00	\$ 5,520.00	\$ 25.00	\$ 3,450.00	\$ 69.00	\$ 9,522.00	\$ 47.00	\$ 22.00
23	Manhole 48 In. Diam. Type 3	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 12,000.00	\$ 24,000.00	\$ 8,000.00	\$ 16,000.00	\$ 10,000.00	\$ 2,000.00
24	Manhole 60 In. Diam. Type 3	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 36,000.00	\$ 36,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,500.00	\$ 10,500.00
25	Adjust Manhole	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 460.00	\$ 920.00	\$ 630.00	\$ 170.00
26	Temporary HDPE Pipe for Water Main 16 In. Diam.	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ -
27	Ductile Iron Pipe for Water Main 18 In. Diam.	245	LF	\$ 95.00	\$ 23,275.00	\$ 360.00	\$ 88,200.00	\$ 400.00	\$ 98,000.00	\$ 380.00	\$ 20.00
28	Raw Water Vault	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 5,000.00
29	Gate Valve 18 In.	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 5,000.00
30	PVC Sanitary Sewer Pipe 18 In. Diam.	320	LF	\$ 95.00	\$ 30,400.00	\$ 220.00	\$ 70,400.00	\$ 230.00	\$ 73,600.00	\$ 225.00	\$ 5.00
31	ESC Lead	25	DAY	\$ 100.00	\$ 2,500.00	\$ 200.00	\$ 5,000.00	\$ 130.00	\$ 3,250.00	\$ 165.00	\$ 35.00
32	Stabilized Construction Entrance	95	SY	\$ 25.00	\$ 2,375.00	\$ 35.00	\$ 3,325.00	\$ 71.00	\$ 6,745.00	\$ 53.00	\$ 18.00
33	Street Cleaning	120	HR	\$ 150.00	\$ 18,000.00	\$ 120.00	\$ 14,400.00	\$ 190.00	\$ 22,800.00	\$ 155.00	\$ 35.00
34	Silt Fence	610	LF	\$ 5.00	\$ 3,050.00	\$ 3.50	\$ 2,135.00	\$ 10.00	\$ 6,100.00	\$ 6.75	\$ 3.25
35	Erosion/Water Pollution Control	1	EST	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
36	Topsoil Type A	1,250	SY	\$ 10.00	\$ 12,500.00	\$ 17.00	\$ 21,250.00	\$ 10.00	\$ 12,500.00	\$ 13.50	\$ 3.50
37	Seeding, Fertilizing and Mulching	1,250	SY	\$ 5.00	\$ 6,250.00	\$ 5.50	\$ 6,875.00	\$ 3.00	\$ 3,750.00	\$ 4.25	\$ 1.25
38	Landscape Restoration	1	EST	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
39	Planting Plan - Forested Riparian Enhancement	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 11,750.00	\$ 1,750.00
40	Planting Plan - Riparian Shrub Only Enhancement	1	LS	\$ 3,600.00	\$ 3,600.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 11,750.00	\$ 1,750.00
41	Planting Plan - Mitigation Area Riparian Enhancement	1	LS	\$ 5,150.00	\$ 5,150.00	\$ 14,500.00	\$ 14,500.00	\$ 10,000.00	\$ 10,000.00	\$ 12,250.00	\$ 2,250.00
42	Planting Plan - Live Stake Riparian Enhancement	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,800.00	\$ 2,800.00	\$ 7,500.00	\$ 7,500.00	\$ 5,150.00	\$ 2,350.00
43	Habitat Log	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 280.00	\$ 560.00	\$ 320.00	\$ 640.00	\$ 300.00	\$ 20.00
44	Wooden Split Rail Fence	265	LF	\$ 25.00	\$ 6,625.00	\$ 22.00	\$ 5,830.00	\$ 65.00	\$ 17,225.00	\$ 43.50	\$ 21.50
45	Mailbox Support, Type 1	2	EA	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 560.00	\$ 1,120.00	\$ 530.00	\$ 30.00
46	Permanent Signing	1	LS	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 1,700.00	\$ 1,700.00	\$ 1,050.00	\$ 650.00
47	Paint Line	2,350	LF	\$ 1.00	\$ 2,350.00	\$ 1.10	\$ 2,585.00	\$ 1.50	\$ 3,525.00	\$ 1.30	\$ 0.20
48	Remove and Reinstall Ecology Block Wall and Fence	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 4,500.00
49	Pothole Existing Underground Utility	5	EA	\$ 500.00	\$ 2,500.00	\$ 550.00	\$ 2,750.00	\$ 810.00	\$ 4,050.00	\$ 680.00	\$ 130.00
50	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	\$ -
51	Offshore Outfall	1	LS	\$ 1,442,546.00	\$ 1,442,546.00	\$ 740,000.00	\$ 740,000.00	\$ 1,270,000.00	\$ 1,270,000.00	\$ 1,005,000.00	\$ 265,000.00
Subtotal					\$ 2,656,191.00		\$ 2,444,535.00		\$ 2,820,197.00		
Sales Tax, 8.8%					\$ 233,744.81		\$ 215,119.08		\$ 248,177.34		
TOTAL					\$ 2,889,935.81		\$ 2,659,654.08		\$ 3,068,374.34		



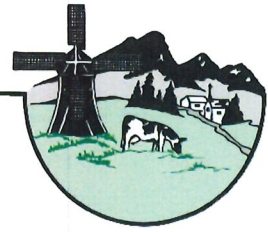
CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	December 20, 2021	
Name of Agenda Item:	Appointment to Planning Commission – Darren Johnson	
Section of Agenda:	New Business	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: <u>_Mayor_____</u>
		Legal Review:
		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
Planning Commission Application of Darren Johnson from July 2021		
Summary Statement:		
<p>The Council is being asked to consider and confirm the Mayor’s appointment of Darren Johnson to a four-year term on the City’s Planning Commission.</p> <p>Darren has graciously been filling in on the Planning Commission since July of this year to complete the term of another member which finishes at the close of December 2021. As that term finishes, he has agreed to continue serving his own term on the Planning Commission beginning in January of 2022.</p>		
Recommended Action:		
<p>Motion to confirm the appointment of Darren Johnson to the Lynden Planning Commission to begin a four-year term beginning January 2022 and concluding at the close of December 2026.</p>		

CITY OF LYNDEN



Mayor
Scott Korthuis

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

Planning Commission Application

Please complete the application below and return to Mayor Scott Korthuis at 300 4th Street, Lynden, WA 98264 or KorthuisS@lyndenwa.org.

Name: Darren Johnson

Address: Lynden

Phone: E-mail address:

Are you available at work? yes Phone:

1. How long have you lived within Lynden city limits? 3 years
2. Please tell us why your background and education would be an asset to the Planning Commission.

I am a real estate agent and have lived in Lynden most of my life. I feel that I could be an asset to the commission because of my everyday work in the Lynden real estate market.

3. Do you have experience with any community committees?
If so, what was your role?

I have not served on any city committees but serve on School board and Rotary club committees.

4. How do you view the task of balancing the public good and private property rights?

I take this task seriously. I believe in that we need to strike a reasonable balance between the two.

5. How do you view growth within our community?

I believe that we need to plan for smart growth. We cannot sit back and say that because we live here, we shouldn't grow anymore and on the other side we can't just open the flood gates and let just everything happen. We need to be smart and intentional with our growth so that as we grow, we can maintain the values that make our community a great place to live.

Thank you for your willingness to serve the Lynden Community. I will contact you to discuss your application.

Scott Korthuis, Mayor
City of Lynden

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Appointment to Planning Commission – Jim Kaemingk Jr	
Section of Agenda:	Consent	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: <u>Mayor</u>
Legal Review:	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
Planning Commission Application of Jim Kaemingk Jr, Letter of Interest		
Summary Statement:		
<p>The Council is being asked to consider and confirm the Mayor’s appointment of Jim Kaemingk Jr to a four-year term on the City’s Planning Commission.</p> <p>Mr. Kaemingk has a background in real estate but family ties as well. He has expressed an interest in serving the community by taking a seat on the Planning Commission which he detailed in his attached application.</p> <p>The Mayor has appointed Jim to a four year term beginning in January of 2022 and ending at the close of December 2026 and asks that the Council confirm this appointment.</p>		
Recommended Action:		
Motion to confirm the appointment of Jim Kaemingk Jr to the Lynden Planning Commission to begin a four-year term beginning January 2022 and concluding at the close of December 2026.		

Jim Kaemingk Jr.
360.

Windermere Real Estate/Bellingham, WA

35+ Yrs of Construction and Real Estate Experience.

I have been a lifelong resident of Whatcom County and have been involved in real estate and construction for the past 35 years. I graduated from Western Washington University with a degree in **accounting**. Started and managed an electrical business for 21 years (Jim's Electric). I have several years of personal experience in buying and selling investment properties and commercial buildings. In 2005, I had over 70 million dollars in closings. I have been involved in community, trade, and school leadership positions. Passion for the Industry, commitment to technology and finding the best in people and situations, help me to be a success in the projects that I do.

Projects and sales experience:

Cordata Parkplace: 58 unit adult condo project
 W Bakerview Condo's: 24 unit condo project
 Palisade Development: 71 single family homes
 Meadowbrook Condo's: 39 unit adult condo project
 Cordata Country development: 480 residential units
 D R Horton Reserve at Cordata: 100 acres of residential development
 Bellingham Cordata Business and Storage: 65 unit condo storage
 Malibu Estates: 101 single family lots and home sales
 Marin Resort properties: 54 Ocean front condo's
 Horizon at Semiahmoo: 440 residential units PUD
 Horizon Village at Semiahmoo: 38 acres of mixed use commercial and residential PUD
 Pinewood Apartments: 30 unit apartment sale
 Bryce Park: 64 unit adult condo project PRD
 Loomis Trail Phase 2: 33 lot golf course view lots
 Loomis Trail Phase 3: 22 lot golf course view lots
 Glen Eagle Condo's: 14 golf course view condo's
 Byron Street Condo's: 18 unit condo project
 Semiahmoo Spit and Marina: 26 acres of Resort Development
 West Lynden Business Park: 60 acre business park
 Carnoustie Semiahmoo: 82 home ocean view development
 600 acres of farm land in Everson
 99 lot residential plat in Ferndale
 Silverado Senior Care facility
 The Commons at Cordata-74 unit condo project
 San Juan Place – 11 lot development
 The Meadows-100 lot development
 The Bungalows -75 lot 55+ development
 Woodberry – 29 lot development
 Douglas Farms – 45 lot development with Landed Gentry

Clients and working associates

Charlie Lewsader, David and Jon Syre, Peter Horne, Rob Janicki, Chris Benner, Butch Kvamme, Jeff Fransen, Bernie Hansen, Blair Murray, Bill Turner, Fred Bovenkamp, Brian Gentry, Craig Parkinson, Mark Shark, Kevin Capuzzi, Brady Mason, Skip Jansen

CITY OF LYNDEN

ADMINISTRATION DEPARTMENT
Scott Korthuis, Mayor
(360) 354-1170, Option #5



Application for Appointment to Boards and Commissions

<input type="radio"/>	Civil Service Commission
<input type="radio"/>	Historic Preservation Commission
<input checked="" type="radio"/>	Planning Commission

Name: Jim Kaemingk Jr. Date: 11/29/2021

Street Address: (on file with Planning Dept)

City: Lynden Zip Code: 98264

Mailing Address (if different from street address): _____

Day Telephone: (on file) Evening Telephone: _____ Cell Phone: _____

E-mail address: (on file)

1. Name of Board or Commission: Planning Commission

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (If applicable, please refer to posting.) yes no

3. Are you a US citizen? yes no

4. Are you registered to vote in Whatcom County? yes no

5. Have you ever been a member of a Board/Commission? yes no
If yes, which: _____ Dates: _____

6. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with the City of Lynden? yes no If yes, please explain:
broker at Windermere Real Estate

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

7. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education:
broker at Windermere Real Estate, Land use consultant, bachelor's degree in accounting from Western Washington University, broker representing Trillium Corp and many local builders and developers

8. Please describe why you're interested in serving on this board or commission:
I'm interested in city planning and development, keeping Lynden as a desired community to live in.

9. References- please include daytime telephone number:
(on file with Planning Dept)

Signature of applicant: Jim Kaemingk Jr.

Digitally signed by Jim Kaemingk Jr.
Date: 2021.11.29 13:14:11 -08'00'

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the City Council, City Administrator, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, City staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Public Hearing - Resolution 1043 Adopting Revisions to the Engineering Design and Development Standards Project Manual for 2022	
Section of Agenda:	Public Hearing	
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:	Resolution No. 1042	
Summary Statement:	<p>The Engineering Design and Development Standards Project Manual was originally adopted by City Council on April 5, 2004 and was last updated on January 1, 2021. These standards are required by the City’s Growth Management Act and include street, water, sewer, and storm drainage standards. Staff is updating the Manual annually and presents Resolution No. 1043 along with a list of revisions for Council review.</p> <p>A public hearing was opened at the December 6th regular City Council meeting and continued to tonight’s meeting so that changes could be incorporated and discussed with input from the public.</p>	
Recommended Action:	That City Council authorize the mayor to sign Resolution No. 1043, adopting revisions to the Project Manual for Engineering Design and Development Standards, to be effective January 1, 2022.	

RESOLUTION NO. 1043

A RESOLUTION REVISING THE ENGINEERING DESIGN AND DEVELOPMENT STANDARDS PROJECT MANUAL FOR THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON AMENDING RESOLUTION NO. 1026

WHEREAS, the City of Lynden, Whatcom County, Washington last adopted the Design and Development Standards Project Manual in January 2021; and

WHEREAS, the following sections of the Design and Development Standards Project Manual have been revised and updated as follows:

LIST OF REVISED TEXT BY DIVISION

DIVISION 2 APPLICANT CHECKLIST

Section 2.3.H Added information regarding construction inspection for Business, commercial, and industrial projects.

DIVISION 3 CONSTRUCTION PLAN REQUIREMENTS

No updates.

DIVISION 4 STREET DESIGN STANDARDS

- General** Updated aggregate for road base to Gravel Borrow.
- Section 4.4.A, B** Updated aggregate for road base specification to Gravel Borrow.
- Section 4.5** Added provision for flexibility in lane widths within the Pepin Creek Subarea.
- Section 4.22.A.10** Removed information and referenced section 8 for stormwater management information.
- Section 4.22.B.2** Updated aggregate for road base to Gravel Borrow.
- Section 4.23** Added reference to table 4-4 in text section.
- Section 4.25** Added USPS website reference for mailbox installation guidance and referenced 2 figures for mailbox installation.

DIVISION 5 SITE ACCESS/DRIVEWAYS

- Section 5.2.A** Clarified access point guidance is for residential lot access.
- Section 5.3.A** Added clarification for residential lot access to adjacent streets.
- Section 5.8.A** Removed access for single lot details, and reference LMC for lot design and access.

DIVISION 6 WATER DESIGN STANDARDS

- Section 6.2.K** Added public and private hydrant paint color clarification.
- Section 6.3.F** ~~Added polyethylene option for water service material.~~
- Section 6.5.B** Added clarification for private fire lines with assorted valve types.

DIVISION 7 SEWER DESIGN STANDARDS

No updates.

DIVISION 8 STORM DRAINAGE AND EROSION CONTROL

- General** Updated stormwater terminology from retention/detention to flow control and runoff treatment.
- Section 8.5.1.C** Added private stormwater facility overflow requirement.
- Section 8.5.1.K** Added reference to Lynden Municipal Code requirements for grease, oil, and sand interceptors.
- Section 8.5.7.2** Updated infiltration system requirements to reference Department of Ecology, and to have no effect on the roadway base.
- Section 8.5.7.3** Added clarification of when infiltration trenches are acceptable in City Trail shoulders.

DIVISION 9 STANDARD FORMS

No updates.

DIVISION 10 PERMIT APPLICATIONS

- Section 10.21** Updated as-built requirements.

LIST OF REVISED FIGURES BY DIVISION:

*Note: All figures have been updated to be on the most recent title blocks and using uniform font and text size. Some figures have been renumbered.

DIVISION 4 STREET DESIGN STANDARDS

Figure 4-1

- Updated base material to extend 1.0' past curb and gutter.
- Corrected sidewalk base hatches to be consistent with figure 4-18.

Figure 4-2

- Updated base material to extend 1.0' past curb and gutter.
- Corrected sidewalk base hatches to be consistent with figure 4-18.
- Updated to reference Gravel Borrow standard for base material.

Figure 4-3

- Updated base material to extend 1.0' past curb and gutter.
- Corrected sidewalk base hatches to be consistent with figure 4-18.
- Updated to reference Gravel Borrow standard for base material.

Figure 4-4

- Updated base material to extend 1.0' past curb and gutter.
- Corrected sidewalk base hatches to be consistent with figure 4-18.
- Updated to reference Gravel Borrow standard for base material.
- Corrected Roadway Width dimension.

Figure 4-5

- Added 2" crushed rock shoulder.
- Updated to reference Gravel Borrow standard for base material.

Figure 4-6

- Updated base material to extend 1.0' past curb and gutter.
- Corrected sidewalk base hatches to be consistent with figure 4-18.
- Updated to reference Gravel Borrow standard for base material.

Figure 4-7

- Added limestone trail section option.
- Updated to reference Gravel Borrow standard for base material.

Figure 4-12

- Updated to reference Gravel Borrow standard for base material.

Figure 4-18

- Updated base material to extend 1.0' past curb and gutter.
- Corrected sidewalk base hatch depth.

Figure 4-28

- Clarified HMA trench patch thickness requirement.
- Clarified steel plate requirements.
- Updated restoration and backfill requirements.

Figure 4-31

- Added primary and alternate street tree locations.

Figure 4-35

- Added "BOLLARD TYPE 2" figure. (WSDOT Standard plan H-60.20-01)

Figure 4-36

- Updated to reference Gravel Borrow standard for base material.

Figure 4-38

- Added "SPLIT RAIL FENCE" figure.

Figure 4-39

- Added "WOODEN PEDESTRIAN FENCE" figure.

Figure 4-40

- Added "MAILBOX SUPPORT TYPE 1" figure (1 of 2).

Figure 4-41

- Added "MAILBOX SUPPORT TYPE 1" figure (2 of 2).

Figure 4-42

- Added "PEPIN PARKWAY TYPICAL SECTION" figure.

Figure 4-43

- Added 'Traffic Impact Analysis' Figure.

DIVISION 5 SITE ACCESS/DRIVEWAYS

Figures 5-4

- Updated to reference Gravel Borrow standard for base material.

Figure 5-6

- Updated to reference Gravel Borrow standard for base material.

DIVISION 6 WATER DESIGN STANDARDS

Figure 6-1

- Updated acceptable hydrants.

Figure 6-5

- Updated drain hole for consistency with WSDOT standard plan.

Figure 6-6

- Updated drain hole for consistency with WSDOT standard plan.

Figure 6-10

- Updated to reference Gravel Borrow standard for base material.
- [Updated customer piping material reference](#)

[Figure 6-11](#)

- [Updated water service pipe material to polyethylene.](#)

Figure 6-18

- Clarified HMA trench patch thickness requirement.
- Clarified steel plate requirements.
- [Updated restoration and backfill requirements.](#)

DIVISION 7 SEWER DESIGN STANDARDS

Figure 7-2

- Added reference to section 7.2.J for coating and sealing requirements.

Figure 7-3

- Added reference to section 7.2.J for coating and sealing requirements.

Figure 7-4

- Added reference to section 7.2.J for coating and sealing requirements.

Figure 7-8

- Updated base material to extend 1.0' past curb and gutter.
- Corrected sidewalk base hatches to be consistent with figure 4-18.

Figure 7-14

- Clarified HMA trench patch thickness requirement.
- Clarified steel plate requirements.
- [Updated restoration and backfill requirements.](#)

DIVISION 8 STORM DRAINAGE AND EROSION CONTROL

Figure 8-12

- Clarified HMA trench patch thickness requirement.
- Clarified steel plate requirements.
- [Updated restoration and backfill requirements.](#)

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

Section 1: That the aforesaid Project Manual be adopted as revised as the official Design and Development Standards Project Manual for the City of Lynden, Whatcom County, Washington.

Section 2: BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

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

Section 4: This resolution shall be in full force and effect on January 1, 2022.

PASSED BY THE CITY COUNCIL of the City of Lynden, Whatcom County, Washington, on the 20th day of December 2021 and signed and approved by the Mayor on the same date.

MAYOR SCOTT KORTHUIS

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



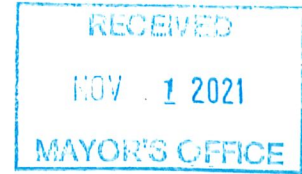
Meeting Date:	December 20, 2021	
Name of Agenda Item:	Public Hearing for Comments on Proposed Nooksack Valley Disposal Rate Increase	
Section of Agenda:	Public Hearing	
Department:	Public Works	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		<u>Legal Review:</u>
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
1) Nooksack Valley Disposal Request for 2022 Rate Increase and Franchise Agreement Rate Adjustment 2) Franchise Agreement Rate Adjustment Addendum		
Summary Statement:		
<p>Nooksack Valley Disposal (NVD) is requesting a rate increase, effective January 1, 2022, for their services due to their increasing disposal fees. NVD currently has a 20-year franchise agreement with the City of Lynden (through 2036) for curbside garbage pickup and recycling program services. The Public Works Committee reviewed the proposed increase at their November 3rd meeting and concurred to recommend approval to City Council.</p> <p>On November 17 and December 6, 2021, at City Council, the public was invited to comment on the proposed rate increases.</p> <p>If approved these new rates would become part of the existing Franchise Agreement and take effect January 1, 2022.</p>		
Recommended Action:		
That City Council, after hearing public comments, approve and authorize the Mayor’s signature on the Franchise Agreement Rate Adjustment Addendum.		

NOOKSACK VALLEY

D • I • S • P • O • S • A • L

P.O. Box 267 250 Birch Bay-Lynden Rd. Lynden, WA 98264 (360) 354-3400

Mayor Scott Korthuis
Lynden City Council
Lynden, WA 98264



Dear Mayor Scott and Council Members,

Nooksack Valley Disposal has been happy to provide both garbage and recycling services to the City of Lynden for over 40 years. Because of increasing disposal fees, we are coming to the City with a rate increase request, to become effective January 1, 2022.

Recycling and Disposal Services has announced they will be increasing our garbage tip fees effective January 1 2022. Our last increase was three years ago. Our cost per ton will be increased by 11%, or \$11.45 per ton more than we are currently charged. We are requesting a 4.5% increase in our garbage rates, which will go to paying this increase in our disposal fees.

Green Earth Technology has also informed us that they will be increasing our yard waste tip fees effective January 1, 2022. Our cost per ton to compost yard and food waste will be 17% higher since our rates last changed 3 years ago. We are requesting a \$1.00 per month increase for this optional collection of yard waste, to cover the higher tip fees. Even with the increase, our rates will still be substantially lower than anywhere in Whatcom County.

As outlined in our Municipal Solid Waste Agreement with the City of Lynden, Section 7A, we are giving request to revise our rates for residential and commercial services at least 60 days prior to their implementation. We have included a schedule with the current and proposed rates. The average household set out 2.6 carts of garbage per month this past year. The proposed increase would raise the average residential bill by \$0.78 per month in total for garbage and recycling.

We continue to strive to provide excellent customer service, while maintaining our position as one of the lowest priced and most efficient providers of garbage and recycling pickup in Northwest Washington. We will continue to have some of the lowest prices of any of the comparable nearby cities. We look forward to continuing our good relationship with the City and to providing clean, safe, and dependable garbage and recycling services in the years ahead.

Sincerely,

Dan Leidecker, President

Calvin Den Hartog, General Manager

"Our business is picking up."

 Printed on Recycled Paper

NOOKSACK VALLEY D I S P O S A L

P.O. Box 267 250 Birch Bay-Lynden Rd. Lynden, WA 98264 (360) 354-3400

The following is a comparison of garbage/recycling rates from cities in the area. The rates compare what a 60-68 gallon cart emptied every-other-week or weekly would cost. Every-other-week recycling is included in all prices. Some cities do not offer carts, so an equivalent volume using a 32-gallon container is used for comparison.

<u>City</u>	<u>EOW</u>	<u>Weekly</u>	<u>2-yd Dumpster</u>
Lynden (current)	\$18.80 per month	\$31.80 per month	\$34.95 per dump
Lynden (proposed)	\$19.40 per month	\$33.00 per month	\$36.45 per dump
Anacortes	\$23.47 per month	\$34.94 per month	\$62.56 per dump
Bellingham	\$27.37 per month	\$50.13 per month	\$38.05 per dump
Duvall	\$31.32 per month	\$41.91 per month	\$43.75 per dump
Everett	\$26.03 per month	\$33.54 per month	\$33.36 per dump
Ferndale	\$20.56 per month	\$36.62 per month	\$50.30 per dump
Friday Harbor	\$36.00 per month	\$68.00 per month	\$100.00 per dump
Marysville	\$24.61 per month	\$41.07 per month	\$44.43 per dump
Monroe	\$21.99 per month	\$32.19 per month	\$43.74 per dump
Mt. Vernon	\$29.70 per month	\$45.95 per month	\$33.02 per dump
Oak Harbor	\$21.79 per month	\$36.52 per month	\$64.08 per dump
Sedro-Wooley	\$27.50 per month	\$37.76 per month	\$55.88 per dump

The typical household in Lynden sets out an average of 2.6 carts per month.

Lynden Yardwaste Rates proposed are \$8.50 for EOW cart, \$11.50 for weekly cart, compared to \$12.12 for EOW and \$24.24 for 2 carts EOW in Bellingham and \$12.25 for EOW and \$24.50 for 2 carts EOW in Ferndale.

"Our business is picking up."



**Nooksack Valley Disposal and Recycling
Current and Proposed Rates
2021 and 2022**

<u>Residential</u>	<u>Current</u>	<u>Proposed</u>
Base Fee	\$ 6.00	\$ 6.00 per month
Per Cart	\$ 6.40	\$ 6.70 per dump
Optional Yardwaste	\$ 10.50	\$ 11.50 per month

Commercial

Can	\$ 3.95	\$ 4.15
Cart	\$ 7.40	\$ 7.70
1-yard	\$ 20.80	\$ 21.75 per dump
1.5 yard	\$ 26.90	\$ 28.10
2-yard	\$ 34.95	\$ 36.55

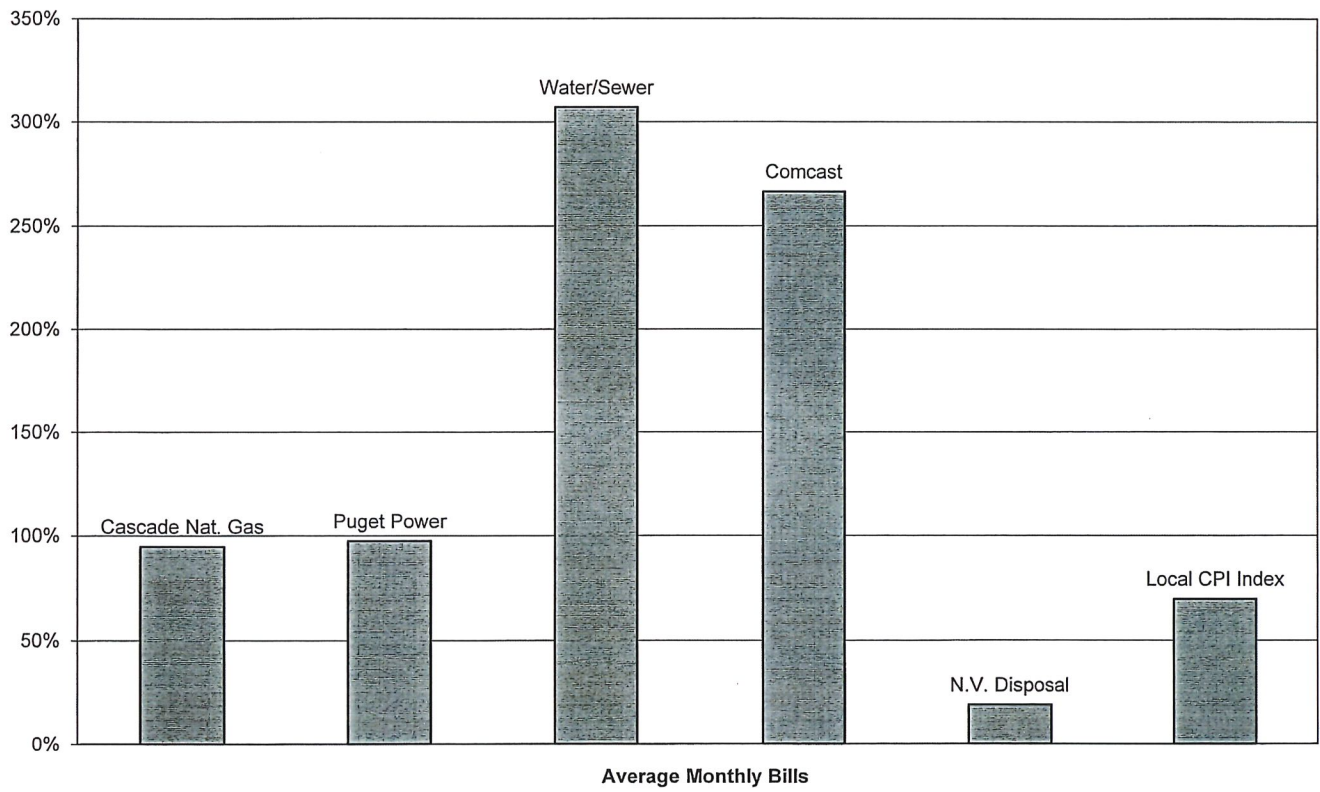
Schools and Rest Homes

1-yard	\$ 18.80	\$ 19.75 per dump
1.5 yard	\$ 24.90	\$ 26.10
2 yard	\$ 32.95	\$ 34.55

Dumpster Rental Fees

1-yard	\$ 10.00	\$ 10.00 per month
1.5 yard	\$ 11.00	\$ 11.00
2-yard	\$ 12.00	\$ 12.00

1998-2021 Rate Changes



RATE ADJUSTMENT ADDENDUM
PURSUANT TO
FRANCHISE AGREEMENT
BETWEEN NOOKSACK VALLEY DISPOSAL
AND CITY OF LYNDEN

Pursuant to Section 7 of that certain Franchise Agreement granted to Nooksack Valley Disposal in 2016, Nooksack Valley Disposal proposes a rate adjustment (see below). The City Council of the City of Lynden approved the proposed rate adjustment at their December 20, 2021 meeting.

2022 RATES

Residential

Base Fee	\$ 6.00 per month
Per Cart	\$ 6.70 per dump
Optional Yard Waste	\$11.50 per month

Commercial

Can	\$ 4.15 per dump
Cart	\$ 7.70 per dump
1.0 Yard	\$21.75 per dump
1.5 Yards	\$28.10 per dump
2.0 Yards	\$36.55 per dump

Schools and Rest Homes

1.0 Yard	\$19.75 per dump
1.5 Yards	\$26.10 per dump
2.0 Yards	\$34.55 per dump

Dumpster Rental Fees

1.0 Yard	\$10.00 per month
1.5 Yards	\$11.00 per month
2.0 Yards	\$12.00 per month

The 2022 Rates replace the rates set forth in Section 6 of the Franchise Agreement. Any rates not replaced shall remain in full force and effect. This rate adjustment will be effective January 1, 2022.

City of Lynden

Nooksack Valley Disposal

By: Scott Korthuis, Mayor

By: Dan Leidecker, President

Dated: _____

Dated: _____

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Ord 1642 – Moratorium on Residential Development within CSL Zones	
Section of Agenda:	Consent	
Department:	Planning Department	
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:		
Draft Ord 1642, Map Exhibit re Residential Development in CSL Zones, Spreadsheet of Mixed Use Projects Permitted To Date		
Summary Statement:		
<p>Under certain provisions, the City of Lynden’s Zoning Ordinance allows multi-family residential development within the Commercial Services- Local (CSL) Zones in conjunction with first floor commercial spaces. These projects are often referred to as “mixed-use” and are intended to facilitate a symbiotic relationship between commercial uses and the residents that live nearby. In the North Lynden Sub-Area the code makes additional provisions for residential development with a lower ratio of required commercial use.</p> <p>As the demand for commercial space wans the viability of mixed-used projects has been called into question by the Community Development Committee.</p> <p>Staff research shows that since 2013 the city has approved 276 multi-family units within CSL zones. While the corresponding commercial spaces associated with these projects is about 92,000 square feet much of that space is accounted for by one farm and garden store (Tractor Supply), is used as mini or condo storage spaces, or is currently vacant.</p> <p>The Committee has requested that the Council consider an interim moratorium on multi-family residential development within the city’s CSL zones while adequate review of this issue is conducted. Review will consider the affects of mixed-use development to the City’s housing goals, will review the intent and success of the mixed-use ordinance, and examine how mixed-use provisions may affect new areas of annexation.</p> <p>Note that due to a numbering error this item was previously identified as Ordinance 1640 but would be actually be Ordinance 1642.</p>		
Recommended Action:		
Motion to approve Ordinance 1642 which would enact an interim moratorium on multi-family residential development within the City’s CSL zones with an effective date of _____, and to authorize the Mayor’s signature on the document.		

ORDINANCE NO. 1642

INTERIM ORDINANCE ESTABLISHING A MORATORIUM ON RESIDENTIAL DEVELOPMENT WITHIN THE COMMERCIAL SERVICES – LOCAL (CSL) ZONE

WHEREAS, the 2016 City of Lynden Comprehensive Plan Section 3.7 includes Housing Goal H-2 which states that the City will strive to:

“Provide a mix of single-family and multi-family homes that achieves the density necessary to accommodate projected population growth over the 20-year planning period.”

and;

WHEREAS, the policy associated with Goal H-2 states:

“Zoning should be applied to ensure that future residential development over the planning period is composed of approximately 60% single-family units and 40% multi-family units.”

and;

WHEREAS, community feedback collected in the writing of the 2016 Comprehensive Plan, appearing as Community Value Statement 4C, indicated a preference for an even higher ratio of single-family housing, calling for a ratio of 75% single-family units to 25% percent multi-family units; and

WHEREAS, the purpose of the Commercial Services – Local (CSL) zone stated in the 2016 Comprehensive Plan is “to provide a location for local scale retail development (stores less than 65,000 square feet), medical, professional and financial services;” and

WHEREAS, per the permitted uses listed in Lynden Municipal Code (LMC) 19.23.020, properties within the Commercial Services – Local (CSL) zone may construct multi-family development; and

WHEREAS, the North Lynden Sub-area made additional provisions for residential development within the CSL zone, requiring only development with 200 feet of the intersection of Badger Road and Depot Road be commercial in nature; and

WHEREAS, since 2013, the City has approved construction of 276 multi-family dwelling units within the CSL zone; and

WHEREAS, these projects have typically been at a density of 14 to 21 units per acre, consistent with the permitted densities for the Residential Multifamily 3 and 4 zones, which is where dense multifamily development was intended to be concentrated; and

WHEREAS, the residential development occurring within the CSL zone at such high densities may be frustrating the purpose of the CSL zone, Comprehensive Goal H-2, Community Value Statement 4C, and other goals and policies in the Comprehensive Plan; and

WHEREAS, because the zone was intended for community-scale commercial use, residential development within CSL zones may not be located in areas which provide adequate amenities to future residents of these developments; and

WHEREAS, tracking land uses and residential densities can be done more accurately and consistently if land use and zoning categories align with how properties are actually developed; and

WHEREAS, the City Council has granted an approval to a petition for the annexation of 277 acres within the city’s southwest Urban Growth Area; and

WHEREAS, the area of potential annex includes a number of parcels south of Birch Bay Lynden Road which are slated for commercial land use designations, possibly including CSL; and

WHEREAS, the City will shortly begin reviewing commercial land use with the City limits and its Urban Growth Areas in light of the Comprehensive Plan Goal H-2 and the existing and future impact that residential development on CSL properties; and

WHEREAS, this review and any necessary subsequent actions, which are outlined in Section 3 below, will require significant staff time, and possibly one or more public hearings; and

WHEREAS, to assure that the issue of residential development in the CSL zone is addressed consistently with the objectives of the Comprehensive Plan and zoning code, and with the public health, safety, and welfare of the community, a moratorium on residential development in the CSL zone is required; and

WHEREAS, the City duly noticed the public hearing by publicly setting the public hearing on December 6, 2021 and publishing the notice of hearing in the Lynden Tribune; and

WHEREAS, the City held a public hearing on this proposed Ordinance on the 20th day of December 2021; and

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

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

Section 1. Findings of Fact. The City Council adopts the above “WHEREAS” recitals as findings of fact in support of this Ordinance. The Council may adopt additional findings in the event that additional evidence is presented to the City Council.

Section 2. Moratorium Established for Certain Building Permit Applications. The City shall not accept design review applications or building permit applications for new residential structures intended for human occupancy, or for additions to existing residential structures of more than fifty percent (50%) of the existing square footage, on any CSL zoned property, for a period of one hundred eighty (180) days, or until the City adopts a replacement ordinance, or unless extended, whichever comes first, pursuant to RCW 36.70A.390 and RCW 35A.63.220.

Section 3. Resolution of Issues related to Residential Development within CSL Zones. During the term of this interim ordinance the City shall work on resolving the following issues.

- A. Analysis. City staff will analyze the latest housing and permit data, including the pending 2020 Census data, to determine the existing ratio of single-family to multi-family housing units within the City of Lynden.
- B. Code Amendment. In response to data analysis, LMC 19.23 and other areas of the code may be revised as they relate to the development of residential units on commercially zoned properties.
- C. Additional Recommendations and Land Use Actions. If warranted, a Comprehensive Plan Amendment may be needed to create alignment between Land Use Designations and actual land use.

Section 4. Emergency Situation. Based on the findings herein, the City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council as required by RCW 35A.13.190.

Section 5. If the provisions of this Ordinance are found to be inconsistent with other provisions of the Lynden Municipal Code, this Ordinance shall control.

Section 6. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. This ordinance shall not be construed as a moratorium on repair or reconstruction of single-family homes existing prior to 1992 which are permitted per LMC 19.23.020.

Section 8. This Ordinance shall take effect immediately.

PASSED BY THE CITY COUNCIL OF THE CITY OF LYNDEN, WASHINGTON, AND APPROVED BY THE MAYOR on the _____ day of December 2021.

MAYOR


ATTEST:


CITY CLERK

APPROVED AS TO FORM:

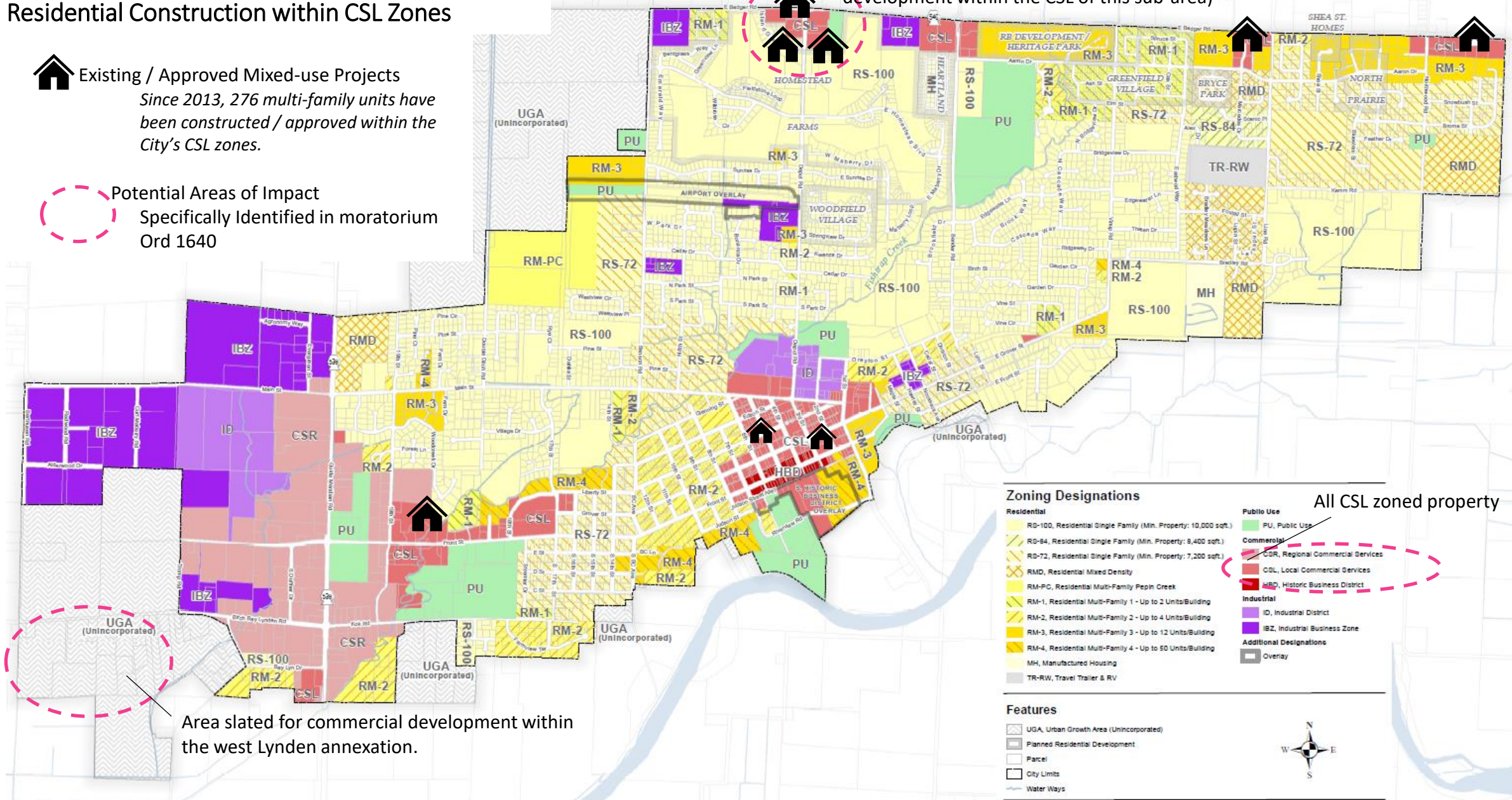
CITY ATTORNEY

City of Lynden Residential Construction within CSL Zones

 Existing / Approved Mixed-use Projects
 Since 2013, 276 multi-family units have been constructed / approved within the City's CSL zones.

 Potential Areas of Impact
 Specifically Identified in moratorium Ord 1640

North Lynden Sub-Area (provision for additional residential development within the CSL of this sub-area)



Area slated for commercial development within the west Lynden annexation.

City of Lynden - Mixed-Use Projects within CSL Zones

12/1/2021

Date Approved	Project Name(s)	Res Unit Count	Constructed or Approved Comm SF	Current commercial use
2008 / 2016	Lynden Market Square (Salmonberry, Tractor Supply)	70	50730	Farm and Garden Retail (Tractor Supply), Hair Salon
2013	Strawberry Meadows (Mercedes Dr)	70	25820	Storage, Vacant (Additional 6720 storage proposed)
2016	Depot Villas (West side of Depot)	44	0	Commercial required only at Depot and Badger intersection corner (see Badger Business Park below)
2019	Bouma 4th St Mixed Use	2	1560	Vacant
2020	Depot Estates (East side of Depot)	48	3420	Commercial required only at Depot and Badger intersection corner (existing Ag related business - Terralink)
2021	Forge Townhomes	3	6600	Vacant
2020	Badger Business Park (Engels)	24	3870	Commercial storage approved but not constructed.
2021	Skyview Townhomes	15	0	Existing ag (dairy farm) buildings - largely vacant
		<u>276</u>	<u>92000</u>	

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Ord 1641 - Comprehensive Plan Amendment (CPA) 21-02	
Section of Agenda:	Public Hearing	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
Planning Commission Resolution, Planning Commission Mtg Minutes, CPA Staff Report, CPA Application		
Summary Statement:		
<p>On October 10, 2021 the Planning Commission held a public hearing to consider Comprehensive Plan Amendment 21-02. Additionally, the Department of Commerce comment period has expired without comments.</p> <p>The proposal is brought forward by David Vos representing Vander Giessen Nursery.</p> <p>The application details the desire to move two small parcels of property, adjacent to the existing retail nursery location, into the industrial land use category. This shift would be consistent with the parcels to the north and west and would match how the northern parcel has been traditionally used. Although no immediate expansion is plan, this shift would allow for the potential future expansion of their retail nursery operation. Currently the site is occupied by a single-family home. This use would become non-conforming. Industrial development of any kind is subject to buffering requirements adjacent to residential uses and landscape enhancements along public streets.</p> <p>Tonight, public comment will be taken regarding the shift in land use from residential to industrial. The corresponding site-specific rezone request is also being considered on the Council’s new business agenda. No additional public comment is taken specifically on the rezone as that record is closed.</p>		
Recommended Action:		
Motion to approve Ord 1641 Comprehensive Plan Amendment (CPA) 21-02 shifting the subject parcel from a residential to an industrial land use and authorizing the Mayor’s signature on the document.		

ORDINANCE NO. 1641

AN ORDINANCE REZONING CERTAIN REAL PROPERTY IN THE CITY OF LYNDEN, FROM SINGLE FAMILY RESIDENTIAL (RS-72) TO INDUSTRIAL BUSINESS ZONE (IBZ) AND AMENDING THE COMPREHENSIVE PLAN THEREOF

WHEREAS, on November 18, 2019, the Lynden City Council considered a petition for a site-specific rezone and comprehensive plan amendment for the following property from the RS-72 zone (residential single-family) to the IBZ zone (industrial business zone):

HAWLEY-LAWRENCES ADDITION TO LYNDEN LOTS 3-4 BLOCK 19-EXC NORTHERLY 50 FEET THEREOF AND HAWLEY-LAWRENCES ADDITION TO LYNDEN NORTHERLY 50-FEET OF LOTS 3-4 BLOCK 19. ALL SITUATE IN WHATCOM COUNTY, WASHINGTON.

COMMONLY DESCRIBED AS: 315 E Grover Street and 205 Hawley Street, Lynden.

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

WHEREAS, the City's Technical Review Committee has reviewed the request for the Comprehensive Plan Amendment and Rezone and has provided findings, conditions and recommendations to the Planning Commission in a report dated October 8, 2021.

WHEREAS, the Lynden Planning Commission held a virtual public hearing on October 21, 2021, to accept public testimony on the proposed amendment of the comprehensive plan and site-specific rezone, and that meeting was duly recorded; and

WHEREAS, the Planning Commission found that the application satisfies the criteria listed within Section 17.09.040 (C) and Section 17.09.050 of the Lynden Municipal Code.

WHEREAS, the Planning Commission recommended approval by a vote of 4-0, to the Lynden City Council of Comprehensive Plan Amendment #21-02 and Rezone #21-01, Vander Giessen Nursery, subject to the Technical Review Committee Report dated October 8, 2021.

WHEREAS, the Washington State Department of Commerce held a 60-day review period from October 22, 2021, to December 21, 2021, to gather state input regarding the proposed amendments and received no objections; and

WHEREAS, on December 20, 2021, the Lynden City Council considered the proposed amendment to the comprehensive plan and rezone, and by motion on vote of 7-0, determined to grant the same; and

WHEREAS, the City Council determined (1) that the applicant demonstrated that the proposal meets all five of the criteria for approval of a site-specific rezone in LMC 17.19.050, including that it will promote the health, safety, and general welfare of the community; (2) upon satisfaction of said site-specific rezone criteria, the applicant was entitled to approval; and (3) that it was in the public interest and promoted the health, safety, and general welfare to amend the comprehensive plan in a manner consistent with the site-specific rezone; and

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

Section 1: The zoning map of the City of Lynden and Ordinance No. 1641 adopting the zoning map are hereby amended to rezone the Property to IBZ.

Section 2: The rezone is granted pursuant to the conditions listed in the attached Exhibit A hereto.

Section 3. Any ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect on January 1, 2022.

PASSED by the City Council this _____ day of December, 2021 and signed by the Mayor on the _____ day of December, 2021.

SCOTT KORTHUIS, MAYOR

ATTEST:

PAM BROWN, CITY CLERK

APPROVED AS TO FORM:

ROBERT CARMICHAEL, CITY ATTORNEY

CITY OF LYNDEN
PLANNING COMMISSION RESOLUTION #21-07

A resolution of recommendation for approval of Comprehensive Plan Amendment #21-02 and Rezone #21-01, Vander Giessen Nursery to the Lynden City Council.

WHEREAS, David Vos on behalf Vander Giessen Nursey, hereinafter called the "Proponent," submitted a complete application to the City of Lynden, hereinafter called the "City," for a Comprehensive Plan Amendment and Rezone requesting to change the zoning designation from Residential (RS-72) to Industrial Business Zone (IBZ) at 315 E Grover Street and 205 Hawley Street, Lynden, Washington.

WHEREAS, the Proponents have provided the City with an affidavit of posting for 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, the application was determined to be complete on August 2, 2021, and the notice of application was published in the Lynden Tribune on September 8, 2021; and

WHEREAS, the subject parcels together total approximately 0.32 acres and have property zoned Residential (RS-72) to the west and south, Industrial (IBZ) to the north and east.

WHEREAS, the Lynden Planning Commission held a virtual public hearing on October 21, 2021, to accept public testimony on the proposed Comprehensive Plan Amendment and Rezone, and that meeting was duly recorded;

WHEREAS, the City's Technical Review Committee has reviewed the request for the Comprehensive Plan Amendment and Rezone and has provided findings, conditions and recommendations to the Planning Commission in a report dated October 8, 2021.

WHEREAS, To grant this request, the Planning Commission must find that the application satisfies the criteria listed within Section 17.09.040 (C) of the Lynden Municipal Code.

1. The development is consistent with the comprehensive plan and meets the applicable requirements and intent of this code.
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.
3. The development adequately mitigates impacts identified under Titles 16 - 19.
4. The development is beneficial to the public health, safety and welfare and is in the public interest
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. If the development results in a level of service lower than those set forth in the comprehensive plan, the development may be approved if improvements or strategies to raise the level of service above the minimum standard are made concurrent with the development, and in conformance with all requirements in Chapter 17.15 of the city code. For the purpose of this section, "concurrent with the development" is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development.

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.

WHEREAS, Rezones shall be reviewed in light of the City's Comprehensive planning goals. To grant this request, the Planning Commission and City Council must find that the application satisfies the criteria listed within Section 17.09.050 of the Lynden Municipal Code.

- a. The current zoning was either approved in error or that a significant change in circumstances since approval of the current zoning warrants reclassification of the subject property as proposed; and
- b. The proposed rezone is consistent with the City's comprehensive plan and applicable sub-area plan(s); and
- c. The project proposal is consistent with the City's development codes and regulations for the zoning proposed for the project.
- d. The proposed site-specific rezone is compatible with existing uses and zoning in the surrounding area; and
- e. The proposed rezone will promote the health, safety, and general welfare of the community; and

NOW THEREFORE, BE IT RESOLVED by the Lynden Planning Commission to recommend approval by a vote of 4-0, to the City Council Comprehensive Plan Amendment #21-02 and Rezone #21-01, Vander Giessen Nursery, subject to the Technical Review Committee Report dated October 8, 2021.

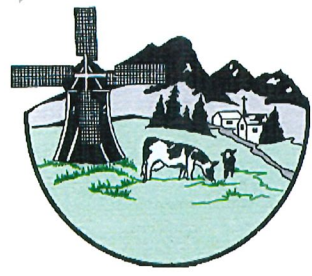
PASSED by the Planning Commission of the City of Lynden, Whatcom County, at their meeting held the 21st day of October 2021.



 Tim Faber, Chairperson,
 Lynden Planning Commission



 Heidi Gudde, AICP
 Planning Director



City of Lynden

Land Use Application

Comprehensive Plan Amendment Application

I. APPLICANT INFORMATION

Name: Vander Giessen Nursery, Inc.
Address: 401 E. Grover St, Lynden WA 98264
Telephone Number: 360-354-3097 Fax Number: _____
E-mail Address: info@vandergiessennursery.com

II. CHECK THE APPROPRIATE BOXES

Comprehensive Plan Map Amendment
Comprehensive Text Amendment

III. SUMMARIZE THE CHANGES YOU ARE PROPOSING:

Vander Giessen Nursery is proposing an amendment to the Comprehensive Plan which would change the land use designation from residential use (RS-72 zoning) to industrial commercial use (IBZ zoning) to reflect future use (315 E. Grover) and historic, current, and future use (205 Hawley).

IV. FOR MAP AMENDMENTS:

A. Tax Parcel Number(s): **4003204924590000 / 4003204904640000**
Site Address: **315 E. Grover St / 205 Hawley St**
Total Acreage: **.21 / .11 Acres** *.32 acres*
Property Owners: **Vander Giessen Nursery, Inc. / Alvin & Sherry Vos**
Mailing Address: **401. E Grover St.**
City, State & Zip Code: **Lynden, WA 98264**
Phone Number: **(360) 354-3097**

Please attach additional sheets if more than one parcel is involved

B. *Existing Comprehensive Plan Designation: **Low Density Residential***

*Existing Zoning Designation: **RS-72***

C. *Proposed Comprehensive Plan Designation:*
Industrial

D. *Proposed Zoning Designation: **IBZ***

E. *The present use of the property is:*

315 E. Grover is currently a single-family residence. 205 Hawley is currently used for growing plants and storage of shrubs and trees for nursery use.

F. *The intended future use of the property is:*

315 E. Grover will be used for future nursery expansion, specifically for storage and retail display of shrubs and trees. 205 Hawley Street will continue to be used for growing and displaying shrubs and trees.

G. *Surrounding land uses are:*

- **Single Family Residential (RS-72) to the west and south across East Grover Street**
- **Industrial Business Zoning (IBZ) to the north and east (owned and used by Vander Giessen Nursery)**

V. *For Text Amendments*

*Identify the section(s) of the Comprehensive Plan that you are proposing to amend, and provide the proposed wording (attach additional sheets as needed): **N/A***

VI. *For All Amendments:*

- A. *Describe how the proposed amendment to the plan is supported by or consistent with the existing goals and policies of the comprehensive plan and the State Growth Management Act?*

The goals of the Comprehensive Plan include the commitment to ensure the “future economic health of the City and to create a business friendly atmosphere” as well as “maintain[ing] a positive business climate that is consistent, responsive to the needs of the business community, and affordable to business owners.” Rezone of this property will allow the continued health and growth of Vander Giessen Nursery on property immediately adjacent to the location where the nursery has operated for 83 years, consistent with these goals.

One of the goals of the State Growth Management Act is to “encourage economic development...consistent with adopted comprehensive plans” and “promote the retention and expansion of existing businesses.” Allowing this amendment would ensure further expansion of Lynden’s only nursery and garden center, consistent with these goals.

- B. Have circumstances changed sufficiently since the adoption of the comprehensive plan to justify the proposed change? If so, the circumstances that have changed should be described in sufficient detail so that a finding of changed circumstances can be made and a decision as to appropriateness of the proposed plan amendment can be reached.*

Nobody can deny that Lynden is growing rapidly, and while such was true at the time the current Comprehensive Plan was adopted in 2016, it is even more so today. Lynden’s growth—and subsequent demand for plants to meet homeowner needs and desires—necessitates additional industrial and commercial-type space for growing and retailing nursery products and plants. With a disproportionate amount of land currently in use for residential relative to commercial space, changing the use and zoning of these two parcels would add a small amount of much-needed additional commercial/light industrial land within Lynden to meet consumer needs. Additionally, Lynden’s only other nursery closed in 2013 and was redeveloped into many residential lots off Northwood Road, further justifying the need to increase land use for nursery and garden center retailing.

- C. Have the underlying assumptions found in the comprehensive plan upon which the land use designation, density or other*

provisions are based changed, or is new information available which was not considered at the time the plan was adopted? If so, the changed assumptions or new information should be described in sufficient detail to enable the Planning Commission and City Council to find that the land use designation or other sections of the plan should be changed. Examples of the underlying assumptions include expected population growth, utility or roadway capacities, available land supply, or demand for land with the existing or proposed land use designation.

The underlying assumptions found in the comprehensive plan have not changed significantly. However, the 2016 Whatcom County Land Capacity Analysis showed a deficit of employment growth capacity within Lynden, indicating a need for more land to be used for business purposes. Changing the Comprehensive Plan for these parcels to industrial use (IBZ zoning) would open up more land for business use (to be used by Vander Giessen Nursery) on property consistent with uses and zoning of adjacent and nearby properties.

D. Does the proposed amendment promote a more desirable land use pattern for the community as stated in the goals and policies in the comprehensive plan? Are there environmental constraints (such as wetlands, steep slopes, significant stands of trees, etc.) present on the site to such a degree that development of the site is economically or physically unfeasible under the existing land use designation? If so, a description of the qualities of the proposed plan amendment that would make the land use pattern more desirable and/or would result in less environmental impact should be provided in sufficient detail to enable the Planning Commission and City Council to find that the proposed amendment is in the community's long term best interest.

Yes—the proposed amendment would promote a more desirable land use for the community. As Lynden continues to grow on the northeast side of town, East Grover Street is one of the busiest roads in Lynden, making the single-family residence on 315 E. Grover St less desirable as such with each passing year. Amending the comprehensive plan to use this property for commercial use would also be consistent with the goal to promote economic vitality.

There are no environmental constraints affecting either the current or proposed land use.

E. What impacts would the proposed amendment to the plan have on the current use of other properties in the vicinity? What measures should be taken to ensure compatibility with the uses of other property in the area?

The proposed amendment would have limited impact on the current use of other properties in the vicinity. Being bounded on the south by busy E. Grover Street, neighbors across E. Grover would see essentially no impact.

Neighboring properties to the east and north are already designated and zoned for industrial and commercial use (IBZ) and are owned and used for nursery purposes by Vander Giessen Nursery. The proposed amendment would have only positive impact on those properties.

The only adjacent property the may be affected is the single-family residence immediately to the west of the proposed amendment facing E. Grover St. Any significant changes to 315 E. Grover in the future will require (per city code) proper fencing and/or landscape buffer.

F. How will the public interest be served by this amendment?

As Lynden continues to grow, businesses that provide for the wants and needs of its residents must be encouraged to grow as well. Allowing this amendment will provide for the economic vitality and future expansion of Vander Giessen Nursery--Lynden's only nursery and garden center--to meet the needs of a growing community.

By signing this application, I certify that all the information submitted is true and correct. I also understand that no final approval will be issued until all final review costs are paid in full.

Applicant's Signature: [Signature] Date: 6/18/21

Pre-application meeting date: 8/20/20

(Applications will not be accepted without a pre-application meeting)
 Fee's (CPA \$350.00 or Final Review Cost) date paid: 6-18-21 receipt # _____

Rezone Application of 315 E. Grover and 205 Hawley St, Lynden

Supplemental Narratives & Statements

9.

Background

In the 1950's, as Vander Giessen Nursery was beginning to expand its business, the neighbor across Hawley Street at 315 E. Grover was unable to pay her property taxes and sold the back half of her double lot to the nursery (now listed as 205 Hawley). Since that time, 205 Hawley has been used for various nursery purposes, primarily for growing and storing plants. As Lynden grows and the nursery continues to see increased demand, the nursery was able to purchase 315 E. Grover in 2020 with plans to eventually expand the nursery onto that property as time, finances, and demand for plants allow.

Reason for Rezone

With Lynden's rapid growth over the last number of years, homeowner demand for plants and garden products has increased significantly. With the only other nursery in Lynden having closed in 2013 to make way for more homes on the east side of Lynden, Vander Giessen Nursery has continued to grow in the subsequent years.

Having purchased 315 E. Grover last year, we see this property immediately adjacent to our other property as a natural future expansion of our outdoor garden center display space. To match the zoning of adjacent nursery and other properties to the north and east, we desire to use the IBZ zoning on both this property and 205 Hawley. With 205 Hawley being used for nursery purposes since the 1950s, rezone to IBZ would reflect past, current, and future use of this parcel.

Allowing the rezone of both of these parcels would ensure the continued growth and vitality of our 83-year-old family business and allow us to continue to serve the Lynden community for many years to come.

Effect on Adjacent Areas

With no immediate plans to make changes to either parcel, there would be no effect on adjacent areas. The only adjacent property not owned by the nursery currently is the residence immediately to the west of 315 E. Grover St, and proper landscape buffer would be installed at the time any changes are made in removing the house currently on site for expansion of nursery display space. We have good relationships with all our neighbors and the in the rezone process wish to continue the level of mutual respect in the neighborhood.

10.

Since the adoption of the current zoning, Lynden has seen dramatic growth in its population and the loss of the only other nursery in Lynden, which has since been redeveloped into residential property. In 2011, the original nursery property across Hawley St at 401 E. Grover was rezoned to IBZ to reflect current use. With 205 Hawley used for nursery purposes since the 1950s, rezone to IBZ would reflect current and future use and 315 E. Grover should be rezoned as well to reflect future use for the nursery.

11.

The goals of the Comprehensive Plan include the commitment to ensure the “future economic health of the City and to create a business friendly atmosphere” as well as “maintain[ing] a positive business climate that is consistent, responsive to the needs of the business community, and affordable to business owners.” Rezone of this property will allow the continued health and growth of Vander Giessen Nursery on property immediately adjacent to the location where the nursery has operated for 83 years, consistent with these goals.

Within the central Lynden subarea where Vander Giessen Nursery is located, there are a wide variety of land uses and business types, including single-family and multi-family residential, retail and professional businesses, light and heavy industrial, and city infrastructure—and in many instances, multiple land uses are located within the same block or on immediately adjacent properties. Allowing this rezone would not significantly differ from any number of instances of differing adjacent land uses throughout the central Lynden subarea.

In contributing to the public welfare, Vander Giessen Nursery is located at the northeast edge of the Central Lynden subarea, close to Lynden’s heaviest residential populations in the North Lynden, Northeast Lynden, and East Lynden subareas. Allowing the proposed rezone will ensure that Vander Giessen Nursery can continue to expand as needed to provide plants and garden products on property centrally located in Lynden and within a short drive from Lynden’s main residential areas.

SECTION 20, TOWNSHIP 40 NORTH,
RANGE 3 EAST OF W.M.

NE STREET
N 66°33'59" E 260.00'

RECORD OF SURVEY
A.F. No. 2016-1203547

BLOCK 19
HAWLEY AND LAWRENCE'S
ADDITION TO LYNDEN

315 E Grover

(FORMERLY MILL STREET)
N 23°26'18" W 369.87'

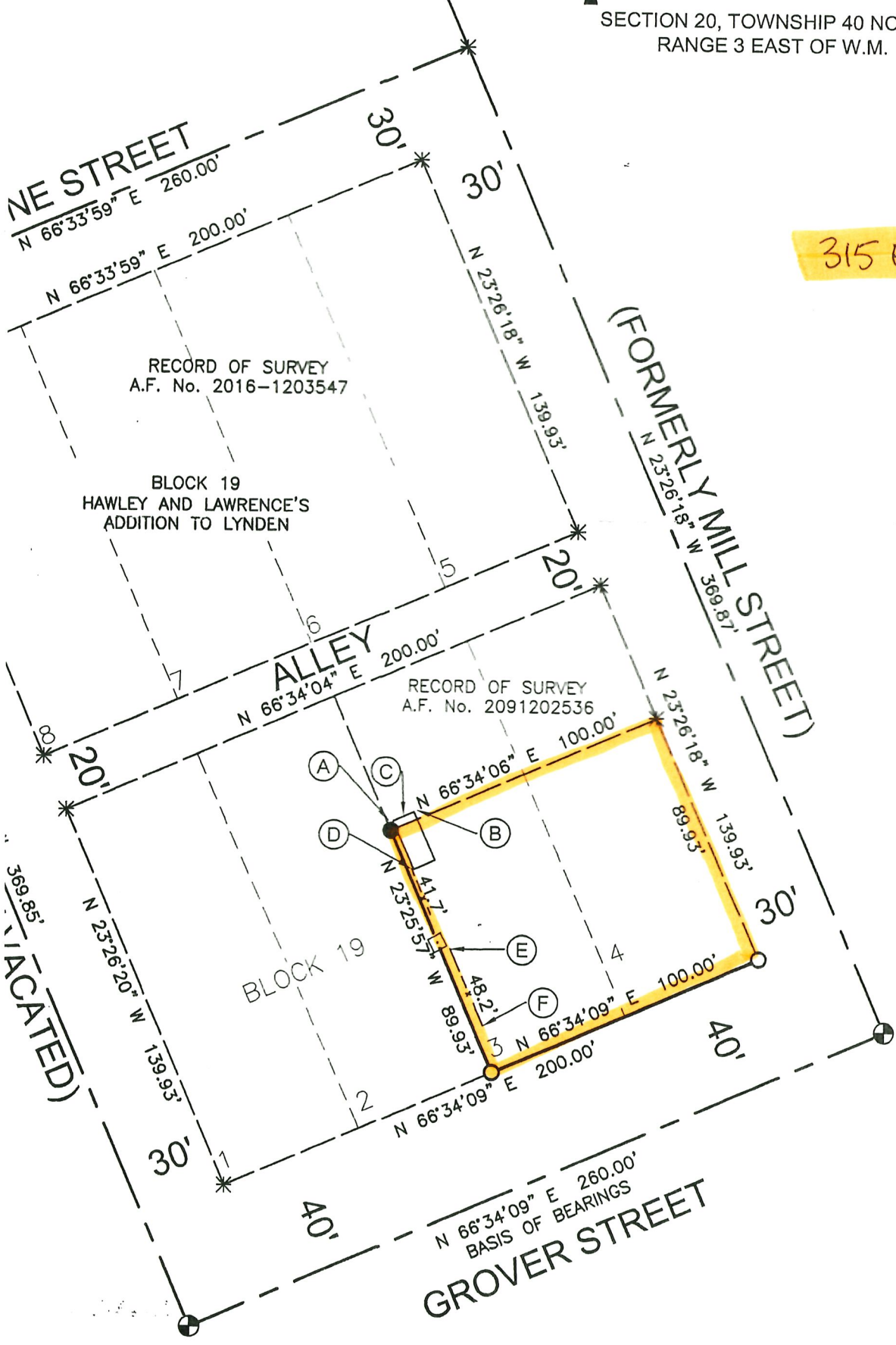
RECORD OF SURVEY
A.F. No. 2091202536

ALLEY
N 66°34'04" E 200.00'

(VACATED)
N 23°26'20" W 139.93'

BLOCK 19

GROVER STREET
N 66°34'09" E 260.00'
BASIS OF BEARINGS



Y, INC

W.M.

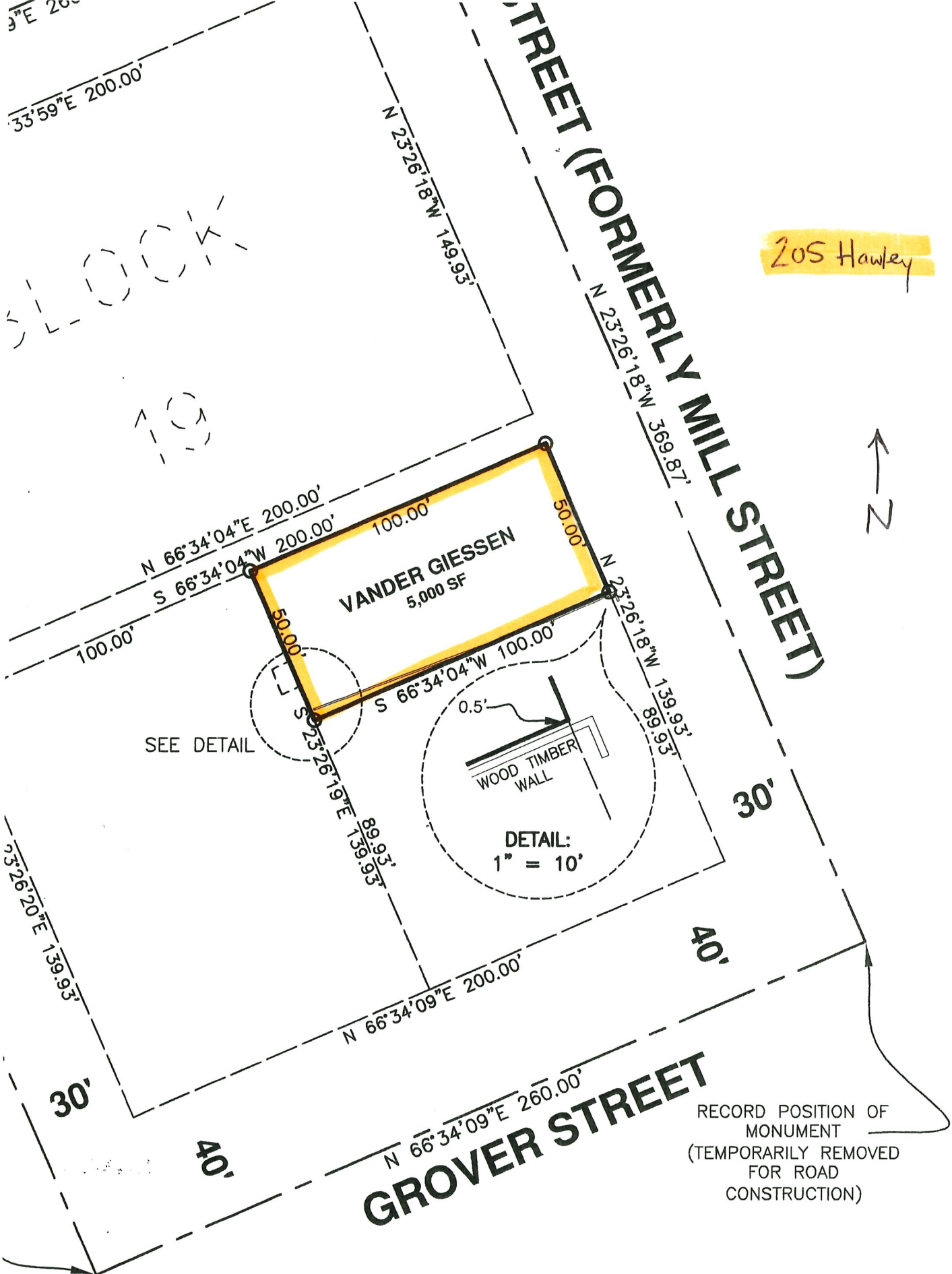


COMPASS POINT

3°E 200
33°59'E 200.00'

STOCK
19

205 Hawley



5
120



Scott G. Harksell, L.S. 32430
523 Front Street Lynden WA 98264



CITY OF LYNDEN

TECHNICAL REVIEW COMMITTEE
Conditional Use Permit Application



October 8, 2021

CITY OF LYNDEN TECHNICAL REVIEW COMMITTEE

STAFF REPORT

Re: The application of Vander Giessen Nursery, Inc. for a Comprehensive Plan Amendment and Rezone for two Lynden parcels.

CPA #21-02, RZ #21-01 Vander Giessen Rezone and Comprehensive Plan Amendment

I. APPLICATION SUMMARY AND RECOMMENDATIONS

Proposal: A Comprehensive Plan Amendment to change the Comprehensive Plan designation of two parcels owned by Vander Giessen Nursery from Residential to Industrial. It would specifically change the zoning of the subject parcels from Residential Single Family 7,200 (RS-72) to Industrial Business Zone (IBZ).

Recommendation: Staff recommends approval of the CPA and Rezone.

II. PRELIMINARY INFORMATION

Applicant: David Vos

Property Owner: Vander Giessen Nursery, Inc.

Property Location: 315 E Grover St, 205 Hawley St

Parcel Number: 4003204924590000 / 4003204904640000

Legal Description: 315 E. Grover: HAWLEY-LAWRENCES ADD TO LYNDEN LOTS 3-4 BLK 19-EXC NLY 50 FT THEREOF

205 Hawley: HAWLEY-LAWRENCES ADD TO LYNDEN NLY 50 FT OF LOTS 3-4 BLK 19

Notice Information: Application Submitted: June 18, 2021
Notice of Application: September 8, 2021
Notice of SEPA determination: August 11, 2021

Vander Giessen Nursery Comprehensive Plan Amendment and Rezone – TRC Report

Notice of Hearing: September 8, 2021
Comment Period Ending: October 20, 2021

SEPA Review: Lynden SEPA #21-11. Mitigated Determination of Non-Significance (MDNS) issued August 6, 2021

Authorizing Codes, Policies, and Plans:

- RCW 35A.63.073 Comprehensive Plan – Amendments and Modifications
- RCW 36.70A Growth Management
 - RCW 36.70A.130 Comprehensive Plans
- LMC Chapter 2.08.140 Plan adoption – Amendment authorized
- LMC Chapter 19 Zoning
 - LMC 19.03 Comprehensive Plan
 - LMC 19.09 Maps and District Boundaries
- LMC Chapter 17.09.030 – Legislative Decisions
 - LMC 17.19 – Site Specific Rezones

III. PROJECT DESCRIPTION

A Comprehensive Plan Amendment to change the Comprehensive Plan designation of two parcels owned by Vander Giessen Nursery from Residential to Industrial. It would specifically change the zoning of the subject parcels from Residential Single Family 7,200 (RS-72) to Industrial Business Zone (IBZ).

IV. PUBLIC NOTICE AND COMMENT

Notice of Application: Formal legal notice for this application was published in the Lynden Tribune on September 8, 2021

Notice of SEPA determination: Formal notice of the SEPA Determination (MDNS) was published in the Lynden Tribune on August 11, 2021 and mailed to neighbors within 300 ft of the property. The comment period for the SEPA determination expired on August 25, 2021.

Public Comment Received:

The city received comment from the Lummi Nation stating that, based on their review a full archaeological assessment is not recommended. The applicant, though, should

Vander Giessen Nursery Comprehensive Plan Amendment and Rezone – TRC Report

develop an Inadvertent Discovery Plan in the case that cultural resources are encountered during any future ground disturbing activity.

V. ANALYSIS AND CONSISTENCY WITH REGULATIONS

The first step in evaluating this application is to determine whether or not the Comprehensive Plan should be amended. The application materials included in the package provide a number of questions relating to consistency with the Growth Management Act, the City’s Comprehensive Plan and the change within the community that could necessitate such a change in the City’s plan. The **second step** in the process will be to evaluate the rezone request.

COMPREHENSIVE PLAN AMENDMENT – FIRST STEP

A. This question in the Comprehensive Plan Amendment application asks the proponent to describe how the proposal is consistent with the Growth Management Act and the City’s Comprehensive Plan.

The applicant has provided the following response: *The goals of the Comprehensive Plan include the commitment to ensure the “future economic health of the City and to create a business friendly atmosphere” as well as “maintain[ing] a positive business climate that is consistent, responsive to the needs of the business community, and affordable to business owners.” Rezone of this property will allow the continued health and growth of Vander Giessen Nursery on property immediately adjacent to the location where the nursery has operated for 83 years, consistent with these goals.*

One of the goals of the State Growth Management Act is to “encourage economic development...consistent with adopted comprehensive plans” and “promote the retention and expansion of existing businesses.” Allowing this amendment would ensure further expansion of Lynden’s only nursery and garden center, consistent with these goals.

B. This question involves a change in circumstances within the community since the adoption of the comprehensive plan that would justify the proposed request.

The applicant has provided the following response: *Nobody can deny that Lynden is growing rapidly, and while such was true at the time the current Comprehensive Plan was adopted in 2016, it is even more so today. Lynden’s growth—and subsequent demand for plants to meet homeowner needs and desires—necessitates additional*

Vander Giessen Nursery Comprehensive Plan Amendment and Rezone – TRC Report

industrial and commercial-type space for growing and retailing nursery products and plants. With a disproportionate amount of land currently in use for residential relative to commercial space, changing the use and zoning of these two parcels would add a small amount of much-needed additional commercial/light industrial land within Lynden to meet consumer needs. Additionally, Lynden’s only other nursery closed in 2013 and was redeveloped into many residential lots off Northwood Road, further justifying the need to increase land use for nursery and garden center retailing.

C. This question relates to assumptions that were made during the past comprehensive planning cycle.

The applicant has provided the following response: *The underlying assumptions found in the comprehensive plan have not changed significantly. However, the 2016 Whatcom County Land Capacity Analysis showed a deficit of employment growth capacity within Lynden, indicating a need for more land to be used for business purposes. Changing the Comprehensive Plan for these parcels to industrial use (IBZ zoning) would open up more land for business use (to be used by Vander Giessen Nursery) on property consistent with uses and zoning of adjacent and nearby properties.*

D. Does the proposed amendment promote a more desirable land use pattern as stated in the goals and policies of the comprehensive plan.

The applicant has provided the following response:

Yes—the proposed amendment would promote a more desirable land use for the community. As Lynden continues to grow on the northeast side of town, East Grover Street is one of the busiest roads in Lynden, making the single-family residence on 315 E. Grover St less desirable as such with each passing year. Amending the comprehensive plan to use this property for commercial use would also be consistent with the goal to promote economic vitality.

There are no environmental constraints affecting either the current or proposed land use.

E. This question within the application materials asks about the impacts to current uses in the area and measures to ensure compatibility within the area.

The applicant has provided the following response: *The proposed amendment would have limited impact on the current use of other properties in the vicinity. Being bounded on the south by busy E. Grover Street, neighbors across E. Grover would see essentially no impact.*

Vander Giessen Nursery Comprehensive Plan Amendment and Rezone – TRC Report

Neighboring properties to the east and north are already designated and zoned for industrial and commercial use (IBZ) and are owned and used for nursery purposes by Vander Giessen Nursery. The proposed amendment would have only positive impact on those properties.

The only adjacent property that may be affected is the single-family residence immediately to the west of the proposed amendment facing E. Grover St. Any significant changes to 315 E. Grover in the future will require (per city code) proper fencing and/or landscape buffer.

F. How will the public interest be served by this amendment? The applicant has provided the following response: *As Lynden continues to grow, businesses that provide for the wants and needs of its residents must be encouraged to grow as well. Allowing this amendment will provide for the economic vitality and future expansion of Vander Giessen Nursery--Lynden’s only nursery and garden center—to meet the needs of a growing community.*

REZONE- SECOND STEP

- 1. *Criteria for Approval:* Applicant has responded to this comment with written justifications for the proposed rezone. Care should be taken to consider potential impacts to the surrounding properties and the City as a whole and mitigate as needed.

To grant this request, the Planning Commission and City Council **must** find that the application satisfies each of the criteria listed within Section 17.09.050 of the Lynden Municipal Code:

- a. The current zoning was either approved in error or that a significant change in circumstances since approval of the current zoning warrants reclassification of the subject property as proposed; and
- b. The proposed site-specific rezone is consistent with the City’s comprehensive plan and applicable sub-area plan(s); and
- c. The project proposal is consistent with the City’s development codes and regulations for the zoning proposed for the project.
- d. The proposed site-specific rezone is compatible with existing uses and zoning in the surrounding area; and

Vander Giessen Nursery Comprehensive Plan Amendment and Rezone – TRC Report

- e. The proposed site-specific rezone will promote the health, safety, and general welfare of the community.

VI. TECHNICAL REVIEW COMMITTEE COMMENTS

Planning Department Comments

- 1. *Approval Criteria:* Although staff does not concur with the applicant’s general assessment that the City is in great need of commercial property relative to residential growth (criteria B above), staff agrees that this property provides a great opportunity to grow a local business in a centralized location of the City. Additionally, staff acknowledges and appreciates the thoughtful responses to the approval criteria.
- 2. *Transportation:* Applicant has been advised that future development will be required to provide access to existing public rights of way in a method which does not unduly burden the existing surrounding properties. Participation in the mitigation of transportation impacts will be required at the time of development.
- 3. *Proposed Uses:* Applicant has been advised that future industrial uses are subject to the provision of LMC 19.25 which include, but are not limited to, permitted uses, setbacks, and height limits.
- 4. *Industrial Performance Standards:* Applicant has been advised that industrial uses are subject to performance standards as outlined in LMC 19.25.040 and 19.25.050.

Public Works Department Comments

- 5. *Public Improvements:* The applicant has been advised that at the time of future development, all public improvements must be constructed as required in the Lynden Municipal Code.
- 6. *Development Standards:* The applicant has been advised that at the time of future development, 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.

Vander Giessen Nursery Comprehensive Plan Amendment and Rezone – TRC Report

- 7. *Stormwater Management:* The applicant has been advised at the time of future development, a stormwater management plan prepared by a professional engineer will be required for this 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.

Fire and Life Safety Comments

- 8. *Fire Standards:* Future Development will require full compliance with the Fire Code.

Parks and Recreation Comments – The Parks Department has no comments on this application.

VII. RECOMMENDATION

Based on the above findings, staff recommends approval of the Comprehensive Plan Amendment and Rezone without associated conditions of approval.

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Resolution No. 1041 Approving City Use of Stormwater Financial Assistance Program Grant and Clean Water State Revolving Fund Loan for Judson Area Low Impact Development – Phase 1	
Section of Agenda:	New Business	
Department:	Public Works	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____	<u>Legal Review:</u> <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Resolution No. 1041	
Summary Statement:	<p>Staff has applied for and received Department of Ecology approval for a Stormwater Financial Assistance Program Grant and Clean Water State Revolving Fund Loan to construct stormwater improvements on 8th Street from Judson Street to Front Street and the adjacent midblock east-west alleys. This is the first phase of planned street and stormwater improvements in the Judson area bounded by 7th and 10th Streets on the east and west, and Front Street to the north. Included in this funding package is a grant in the amount of \$644,959.00 and a loan in the amount of \$214,986.33 with terms of 20 years and a 1.2% interest rate plus 0.3% administrative charge. Staff is planning to use TBD funds for repayment of the loan and provide sewer and water funds for needed utility upgrades under the streets.</p> <p>This was discussed at the November 3, 2021, Public Works Committee meeting.</p>	
Recommended Action:	<p>That City Council approve Resolution No. 1041 Approving City Use of Stormwater Financial Assistance Program Grant and Clean Water State Revolving Fund Loan for Judson Area Stormwater Low Impact Development– Phase 1 and authorize the Mayor’s signature on the applicable agreement with the Department of Ecology.</p>	

RESOLUTION NO. 1041

A RESOLUTION APPROVING CITY OF LYNDEN USE OF CLEAN WATER STATE REVOLVING FUND AND STORMWATER FINANCIAL ASSISTANCE UNDER AGREEMENT NUMBER WQC-2022-LYNDPW-00002 FOR CONSTRUCTION OF JUDSON STREET DOWNTOWN LID DEMONSTRATION PROJECT – PHASE 1

WHEREAS, the Department of Ecology, a Washington state agency, has established a Stormwater Financial Assistance Program (SFAP) and Clean Water State Revolving Fund (CWSRF) for providing financial assistance for municipal work; and

WHEREAS, the City of Lynden applied for an SFAP Grant and CWSRF Loan to finance construction of Judson Street Downtown LID Demonstration Project – Phase 1; and

WHEREAS, the City has received approval for an SFAP Grant in the amount of \$644,959.00, and a CWSRF Loan in the amount of \$214,986.33 at a 1.2% interest rate plus 0.3% administrative charge, all for stormwater improvements on 8th Street from Judson Street to Front Street and adjacent alleys; and

WHEREAS, the Washington State Department of Ecology (WSDOE) requires the City to approve the scope of work and use of said SFAP Grant and CWSRF Loan Funds per Agreement WQC-2022-LyndPW-00002; and

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

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

Section 1: The City of Lynden City Council does hereby accept, authorize and approve the use of a WSDOE SFAP Grant and CWSRF Loan as described above to finance the construction of stormwater infiltration trenches, pervious concrete, Filterra treatment devices, and other improvements, in a residential neighborhood in the City of Lynden including 8th Street from Judson Street to Front Street and adjacent alleys, and further authorizes the Mayor to enter into an agreement with WSDOE for this work and take other such action as necessary and relevant to receiving funding under the applicable SFAP Grant and CWSRF Loan.

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

sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if for any reason this Resolution is declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 3: This Resolution shall be in full force and effect on _____, 2021.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE OF ____ IN FAVOR AND ____ IN OPPOSITION, AND SIGNED BY THE MAYOR THIS ____ DAY OF _____, 2021.

Mayor Scott Korthuis

ATTEST:

City Clerk Pam Brown

APPROVED AS TO FORM:

City Attorney Bob Carmichael

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	December 20, 2021	
Name of Agenda Item:	Rezone 21-01 – VanderGiessen Nursery	
Section of Agenda:	New Business	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
(See items associated with Ord 1641 in this meeting’s package.)		
Summary Statement:		
<p>On October 10, 2021 the Planning Commission held a public hearing to consider the site-specific Rezone application number 21-01 this application was brought forward with a corresponding Comprehensive Plan Amendment number 21-02.</p> <p>The proposal is brought forward by David Vos representing Vander Giessen Nursery. The Comp Plan amendment would shift the property from a residential to an industrial land use. The rezone request would specifically assign the industrial zoning category of IBZ – Industrial Business Zone, which is consistent with adjoining properties.</p> <p>Additional information regarding this item is included with the Comp Plan Amendment agenda item.</p> <p>No additional public comment is taken specifically on the rezone as that record is closed.</p>		
Recommended Action:		
<p>Motion to approve Site Specific Rezone 21-01 assigning the zoning category of IBZ to the subject parcel and authorizing the Mayor’s signature on Ordinance 1641 which addresses the amendment to the land use and zone.</p>		

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Public Works Committee Meeting Minutes December 8, 2021	
Section of Agenda:	Approval of Minutes	
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:		
December 8, 2021 Draft Public Works Committee Meeting Minutes		
Summary Statement:		
Draft minutes for the December 8, 2021 Public Works Committee meeting.		
Recommended Action:		
For Review		

CITY OF LYNDEN

PUBLIC WORKS DEPARTMENT

Main Number: (360) 354-3446

**Public Works Committee Meeting Minutes**

City Hall - 300 4th Street

4:10 PM December 08, 2021

Roll Call

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

Staff Present: City Administrator John Williams, Public Works Director Steve Banham, Programs Manager Mark Sandal, Office Manager Heather Sytsma

Public Present: Linda Bovenkamp, Mary Lou Childs, Dean Francis, Vicki Lockhart, Kathy Stanford, Gary Vis, Nathan Zylstra

Action Items**1. Approve Minutes from November 3, 2021**

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

Action:

The minutes from November 3, 2021, were approved.

2. Award Annual Bids for 2022

- 1) Rocks, Gravel, Materials
- 2) Chemicals
- 3) Lab Analysis
- 4) Grease Trap Cleaning

Action:

Staff will send letters to notify low bidders of the City's acceptance of their bids.

3. Award Bid for Industrial Condensate Pipeline - Riverview Road to Outfall

Strider Construction is the apparent low bidder at \$2,659,654.08 including WSST. Banham explained this is the final phase of this project and some of the in-water work will occur during the fish window. The budget provides for award plus construction contingencies up to ten percent.

Action:

The Public Works Committee concurred to recommend that City Council award the bid for the Industrial Condensate Pipeline – Riverview Road to Outfall to Strider Construction in the amount of \$2,659,654.08.

4. Pre-Procurement of Girders for Main Street Bridge at Pepin Creek

Korthuis stated that the light rail construction project in Seattle has procured most bridge beams in the area over the next 12 months. Staff would like authorization to secure girders in advance of the scheduled 2022 construction for the Main Street Bridge at Pepin Creek. Nathan Zylstra, of Reichhardt and Ebe Engineering, Inc. stated this is not without risk because the schedule is

tentative, and the City will be fronting funds for the construction project. However, pre-ordering may allow construction to occur sooner than anticipated. Bode asked what the construction window will be. Zylstra stated the schedule is currently six months of construction, from start to finish. He added that this project will be similar to the bridge on Main Street at Fishtrap Creek: a conventional girder bridge with cast-in-place deck.

Banham stated that staff is requesting authorization to order bridge girders, so they are delivered in time for summer bridge construction. The project is scheduled to go out to bid in April.

Action:

The Public Works Committee concurred to recommend that staff proceed with the purchase of bridge girders for the Main Street Bridge project scheduled in 2022.

Information Items

5. Agreement with Whatcom County for Jail Work Crew

Staff is entering into a one-year agreement with Whatcom County for the jail work crew to perform general yard maintenance at various City locations including detention ponds in need of cleaning. The agreement will be provided to the Mayor for signature and returned to the County for execution.

6. TIB Funding Awarded

The Grover Street Overlay – 3rd to Lawrence project received \$400,000 for construction in 2022. This project will be similar to the Grover Street Overlay project done in 2020: structural overlay, replacing signal loops, constructing pedestrian ramps, sidewalks, driveways, striping and restoration.

Banham added that in the future he would like to apply for TIB funding to overlay Main Street between 1st and 4th Streets.

The Liberty and 16th Streets Sidewalk Gap Elimination project did not receive funding.

7. Pepin Parkway Updated Map

Banham presented an updated map of the Pepin Subarea, which showed the plan location for the new Pepin Parkway and the relocated Pepin Creek. Banham introduced guests in attendance who own property or are interested in buying property along Benson Road within the subarea. He explained that the location of Pepin Parkway was intended to allow developers to construct sections of the Parkway on their property in lieu of paying the subarea traffic impact fees adopted in conjunction with removing the moratorium.

The property owners expressed strong concern about the location of Pepin Parkway and were upset at the perceived lack of communication by the City related to infrastructure improvements within the Pepin Creek Development area. Staff will continue to meet with property owners to discuss their concerns.

8. Traffic Counts - Double Ditch and Pine

As requested at the October 6, 2021, Public Works Committee Meeting, Banham presented

traffic counts on Double Ditch Road and Pine Street. Previously, the Committee received a request for a crosswalk on Double Ditch at Pine. The Committee reviewed the traffic counts, noting that there is not an unusually high traffic volume. At this time the Public Works Committee did not recommend the installation of a crosswalk on Double Ditch at Pine Street. Zylstra noted that it is a legal crossing per state law although it is not marked with a crosswalk. RCW 46.61.235 (1) states “The operator of an approaching vehicle shall stop and remain stopped to allow a pedestrian, bicycle, or personal delivery device to cross the roadway within an *unmarked or marked* crosswalk ...” where an unmarked crosswalk is usually defined as the continuation of an existing sidewalk across a road. Sandal noted there is a streetlight at this intersection.

9. WSDOT Culvert Replacement Project Update

The culverts on Badger Road at Double Ditch Road and Guide Meridian at Duffner Drive are scheduled to be replaced in summer, 2022. Banham explained this is earlier than previously scheduled. WSDOT is replacing the two 36” culverts with one 20-foot-wide by five-foot-tall culvert on Guide Meridian. This larger culvert will help prevent some of the flooding seen east of Guide Meridian during the November, 2021 rainfall events.

10. Transportation Comprehensive Plan Update

Banham stated this is scheduled for the first quarter of 2022. Transpo Group will assist the City in establishing the detailed mechanics to establish credits for construction performed in lieu of traffic impact fees which is particularly critical within the Pepin subarea. These were not able to be updated before the moratorium was lifted but will be critical to have in place before projects develop within the subarea.

11. 6th Street Sewer Cleaning and Preparation for CIPP

Banham stated that Reichhardt and Ebe Engineering is working with Berry Acres Inc. (BAI) using their high-pressure cleaning equipment to prepare for re-lining the sewer line at 6th Street. BAI has achieved success and is continuing to work on this in anticipation of the City soliciting bids for the slip line project in 2022.

Korthuis asked how the CIPP will be done following this work. Banham stated that staff is working with engineers to figure out how much capacity is in this pipe. The smoother surface will improve flow. As a side note, sewer will need to be pumped around the pipe while sections are being relined.

12. Wastewater Treatment Plant Upgrade and New Industrial Customer

Banham stated that Darigold is increasing flow to the Wastewater Treatment Plant, and Alliance Freeze Dry (planning to build at the intersection of Berthusen Road and West Main Street in the West Lynden Business Park) will also be an NPDES-permitted industrial user. Additionally, other wet industries are anticipated.

As a side note, Korthuis commended the Wastewater Treatment Plant for their 12th year receiving an Outstanding Wastewater Treatment Plant Award from the Department of Ecology.

13. November Flood Impacts to City Property

During the November flooding, the Wastewater Treatment Plant process was not compromised. However, there were significant debris deposits at the Wastewater Treatment Plant and damage to the fencing and lagoons.

At the intersection of Main and Dahlia streets, a large pump was used to move water from the Pepin Creek Intercept Ditch across the street to Fishtrap Creek, which required the closure of Main Street. In the second event the pump was discharged to Pepin Creek to the west, avoiding a road closure.

Banham noted that the Decant Facility worked well as a sandbag filling location, and it was good to have two sandbag filling locations within the City.

A Preliminary Damage Assessment was submitted to Whatcom County Division of Emergency Management for inclusion in the Countywide totals. The County will submit totals to the State with hopes of FEMA disaster assistance. FEMA will be evaluating damages beginning on December 13th. The largest damage was to the West Front Street culvert.

A list of impacted Federally classified streets was provided to WSDOT, which includes West Front Street and the underlying culvert.

14. Public Works Personnel Vacancies

Vacant positions – Systems (1), Administration (1 – Sr. Admin. Assistant)
New positions in 2022 – Operations (1), Administration (1 – Utilities Tech.)

New Business

15. KOA Stormwater Issues

Vicki Lockhart, sister of Eddy Martin and representing the KOA, addressed the Committee seeking guidance regarding the quantity of stormwater that flows through the fishing ponds and assistance from the City to alleviate the erosion of the pond banks. She explained that the November floods brought water almost to the cabins, the KOA fishing ponds were flooded, and there is visible erosion around the culvert connecting the ponds. Lockart and Martin have contacted the KOA franchise corporation for guidance and have also made preliminary contact with an attorney.

The Committee discussed the City's upstream storm detention facility between Vinup Road and Eastwood Way and plans to dredge it in 2022. Bode explained that the area where the ponds are located are in a historic stream path, noting that this is the natural flow of the water.

Banham indicated that he had previously requested an estimate from Eddy Martin of the cost to re-establish the pond shorelines. Additionally, he has requested photos of the pond conditions for this past flood event both during and after, to help substantiate what damage is associated with the November flooding. Gary Vis reiterated the importance of obtaining an estimate for repairing the damages. Bode also emphasized that there needs to be engineering to identify the cause of the damage.

16. Complete Streets Ordinance

Banham distributed a draft Complete Streets Ordinance for the Committee to review. He explained that this Ordinance is required for certain funding applications. This will be reviewed at the January Public Works Committee meeting.

Adjournment: The meeting was adjourned at 5:34 PM

Next Meeting: January 5, 2022

DRAFT

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Public Safety Draft Minutes- December 2, 2021	
Section of Agenda:	Other Business	
Department:	Police	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Public Safety Draft Minutes- December 2, 2021	
Summary Statement:	Public Safety Draft Minutes- December 2, 2021 attached for review.	
Recommended Action:	For Council review.	

CITY OF LYNDEN

POLICE DEPARTMENT

Steve Taylor, Police Chief

(360) 354-2828



Public Safety Committee Meeting Minutes

Police Department - 203 19th Street

4:00 PM December 02, 2021

Call to Order

Roll Call

Members Present: Mayor Scott Korthuis and Councilors Mark Wohlrab, and Brent Lenssen

Members Absent: Councilor Gerald Kuiken

Staff Present: City Administrator John Williams, Chief Mark Billmire, Chief Steve Taylor, Lieutenant Russ Martin, Support Services Manager Holly Vega

Approval of Minutes

1. Approval of November 4, 2021 meeting minutes

The November 4, 2021 meeting minutes were approved.

Items from the Audience

Scheduled/Unscheduled

None.

Committee Items

2. Public Safety Overtime - November 2021

The Finance reports were not yet available for November. Chief Taylor spoke as to Police overtime, there were 3 holidays in November, 1 vacancy which is now filled, 1 on light duty, and 1 currently in the hospital with unknown length of leave required.

Fire Department Items

3. Fire Monthly Report - November 2021

Chief Billmire presented the monthly report for November, a busy month with almost 200 calls, 37% overlapping. Average response time down to 4:40 min. Aid given 23 times; aid received 3 times. Assistant Chief Yoshimoto has been assisting at the EOC. Flood response included evacuating approximately 20 occupants of the River House apartments to the NCCTK shelter.

4. Station Update

Organizing is still underway, but Chief Billmire stated they will be ready for the ribbon cutting tomorrow, December 3rd.

5. SSM Recruitment Process

The Support Services Manager posting closed on November 30th. 6-8 applicants have been selected for preliminary interviews; 2-3 candidates will move forward to in-person interviews. Chief Billmire hopes to have someone onboard in January.

Police Department Items

6. Police Monthly Report - November 2021

Chief Taylor presented the monthly report for November. Residential burglaries were up, although they were all incidents where the suspect entered a garage and prowled vehicles. Flood response included assisting Sumas PD evacuate residents.

7. Hiring Update

Officer Lipton started on December 1st. He comes to us from the WA State Patrol with 18 years' experience. The 18th officer will be starting after the first of the year.

Added Items

8. John Williams noted they are working on draft camping ordinances in parks and public areas to bring to Council for review after the first of the year.
9. Councilor Wohlrab readdressed the golf cart request presented at the November meeting. The Public Safety Committee agreed they are not in favor of allowing golf carts or making a change at this time, as it would create an unnecessary burden on the city due to signage and equipment requirements and enforcement would be difficult at best.
10. Chief Billmire discussed homeowners' responsibility of fuel tank removal versus abandonment, suggesting the requirement to remove as opposed to abandon. John will inquire with the Planning Department.

Adjournment

Meeting adjourned at 4:38 p.m.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 20, 2021	
Name of Agenda Item:	Calendar	
Section of Agenda:	Other Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: N/A
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	Outlook Calendar	
Summary Statement:	See next page.	
Recommended Action:	None	

3:00 PM - 4:00 PM

Finance Committee Meeting -- Microsoft Teams Meeting
Finance Committee Meeting

~~UPDATE: beginning June 21st the location will return to the City Hall 1st Floor Large Conference room~~

UPDATE: beginning September 20th the Finance committee meetings will return online via TEAMS

Thank you!

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 253-948-9362,,699053786#](#) United States, Tacoma

Phone Conference ID: 699 053 786#

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4:00 PM - 5:00 PM

Parks Committee -- City Hall 1st Floor Large Conference Room

December 21, 2021

Tuesday

4:00 PM - 5:00 PM

Civil Service Meeting -- City Hall 1st Floor Large Conference Room or Online
Please see information below for Online or Telephonic attendance.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

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December 22, 2021

Wednesday

4:00 PM - 5:30 PM

Community Development Committee Mtg -- TBD

December 23, 2021

Thursday

7:00 PM - 10:00 PM

Planning Commission Meeting -- Annex Council Chamber

December 24, 2021

Friday

All Day

Christmas Holiday OBSERVED