

CITY OF LYNDEN



Mayor
Scott Korthuis

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

Online (Microsoft Teams) City Council Meeting
205 Fourth Street, Lynden, WA, 98264
November 16, 2020

Council members will participate in this meeting remotely through an online web-based meeting platform. Per Washington State Proclamation 20-28 in-person attendance at public meetings is prohibited at this time.

Members of the public may join the city council meeting telephonically by dialing 1-253-948-9362. You will then be prompted to enter the Conference ID 166 468 378 #. **It is necessary to enter the # symbol after entering the numerals.**

To join the city council meeting via computer please contact the city clerk at 360-255-7085 before 5 p.m. the day of the council meeting and provide an email address so a meeting invitation can be emailed to you.

If you would like to speak before council, please contact the city clerk before 12:00 noon on Thursday prior to the council meeting so that you can be added to the agenda. The time allotted to speak is up to 4 minutes. You can speak to any topic that is not on that night's agenda. Unscheduled public comments will not be taken at council meeting until further notice.

Call to Order

Pledge of Allegiance - None

Roll Call

Oath of Office- None

Approval of Minutes

[1.](#) Draft Council Minutes- November 2, 2020

Items from the Audience

Scheduled : Jeannie & Brian Davidson

Unscheduled (20 Minutes)

Audience members may address the Council on any issue other than those scheduled for a public hearing or those on which the public hearing has been closed. Prior to commenting please state your name, address, and topic. Please keep comments under 4 minutes.

Consent Agenda

- [2.](#) Approval of Payroll and Claims
- [3.](#) Renew Biosolids Beneficial Use Contract – Boulder Park Project
- [4.](#) Award Bid for Industrial Condensate Pipeline Hannegan Manhole Project
- [5.](#) Award Bid for Industrial Condensate Pipeline Cured in Place Pipe
- [6.](#) Award Bid for B.C. Avenue to 8th Street Cured in Place Pipe on Sewer Line
- [7.](#) 2021 SCORE Inmate Housing Amendment
- [8.](#) Temporary Fire Station Lease Agreement
- [9.](#) Set Date for the Final Public Hearing on the 2021 Preliminary Budget

Public Hearing

- [10.](#) Public Hearing for Revisions to the Project Manual for Engineering Design and Development Standards
- [11.](#) Public Hearing for the 2021 Budget

Unfinished Business - None**New Business**

- [12.](#) State Advocacy contract with Gordon Thomas Honeywell
- [13.](#) Preliminary Approval of the Kamm Creek MPRD – Application 20-02
- [14.](#) Ordinance No. 1609 – Real Estate Property Tax 2021
- [15.](#) Resolution No. 1027 – Fire Station Remodel Project Funding Proposal
- [16.](#) 2021 Legislative Agenda
- [17.](#) Forge Fitness Pre-Lease Building Renovation Agreement
- [18.](#) Lease Agreement for 100 Drayton St. Facility

Other Business

- [19.](#) Draft CDC Minutes of October 21, 2020
- [20.](#) Calendar
- [21.](#) Public Safety Draft Minutes- November 5, 2020

Executive Session**Adjournment**

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
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



November 2, 2020

1. CALL TO ORDER

Mayor Korthuis called to order the November 2, 2020 regular session of the Lynden City Council at 7:00 p.m. held through an online web-based meeting platform (Microsoft Teams).

ROLL CALL

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

Members absent: Councilors Kyle Strengholt and Mark Wohlrab, absent.

Staff present: Finance Director Anthony Burrows, Fire Chief Mark Billmire, Parks Director Vern Meenderinck, Public Works Director Steve Banham, City Clerk Pam Brown, and City Administrator Mike Martin.

OATH OF OFFICE- None

APPROVAL OF MINUTES

Councilor De Valois moved and Councilor Kuiken seconded to approve October 19, 2020 regular council minutes as presented. Motion approved on a 5-0 vote.

ITEMS FROM THE AUDIENCE

Scheduled- None

Unscheduled- None

2. CONSENT AGENDA

Payroll information is unavailable at this time because of the finance department's transition to a new payroll system (Caselle)

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Approval of Claims – November 3, 2020

Manual Warrants No.	<u>20495</u>	through	<u>20496</u>		\$929.19
EFT Payment Pre-Pays					\$50,356.54
				Sub Total Pre-Pays	\$51,285.73
Voucher Warrants No.	<u>20497</u>	through	<u>20518</u>		\$176,086.54
EFT Payments					\$0.00
				Sub Total	\$176,086.54
				Total Accts. Payable	\$227,372.27

Set the Public Hearing for the 2021 Property Tax Levy

On Monday, October 19, 2020 the 2021 Preliminary Budget was introduced by the Mayor to the City Council and the Public. As required by the budget process, in order to receive public comments before adoption of the budget, a public hearing is required for consideration of any public commentary regarding the property tax levy. At this time, the request is to hold the required public hearing approve the property tax levy at the City Council meeting on Monday, November 16, 2020 at 7:00PM.

Set the Public Hearing for Resolution No. 1026-Revisions to the Project Manual-Engineering Design and Development Standards

The Project Manual for Engineering Design and Development Standards was adopted by City Council on April 5, 2004 and was updated in November 2006 and November 2010. These standards are required by the City's Growth Management Act and include street, water, sewer, and storm drainage standards. This manual also addresses access issues, permitting processes and procedures, and includes various forms necessary in the development process.

In response to inquiries, changes in technology, and the direction of various City Committees, additions, deletions and/or clarifications have been made to the Project Manual for Engineering Design and Development Standards. Staff is now presenting proposed Resolution No. 1026 along with a list of revisions for Council review. The Public Works Committee reviewed the updates at their October 4, 2020 meeting and recommended that they be forwarded to City Council for consideration

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CITY COUNCIL MINUTES OF REGULAR MEETING



Access Easement – Robert and Erin Lee and J and E Black – 936 East Front Street and 940 East Front Street

The Lee property owners and Black property owners need water for fire protection. They propose to do this by installing a fire hydrant and a water main to connect to the City's water distribution system. The City has requested a utility easement granting access rights to the new fire hydrant and water line which will be dedicated and become part of the City's water system.

Access and Utility Easements on Parcel 3 within Maberry Division No. 8 Lot Line Adjustment Granted by Quality Plumbing and Construction

Quality Plumbing and Construction, Inc. (Mike Engels) is granting to the City of Lynden an Access and Utility Easement on his property in Homestead Maberry Plat Division 8 Lot Line Adjustment.

This easement, as shown in documents provided to council is for City access to and maintenance of the two (2) inch water line connected to the City Main which serves the Condominiums at 262 and 264 West Mayberry Drive.

Access and Utility Easements on lots 10 and 11 of in Maberry Division No 8 Lot Line Adjustment granted by Engels and Garden Green Condominium and Sports Club Cabanas Condominiums

Mike and Sally Engels, Chateaux at Garden Green Condominium ("Chateaux"), and Sports Club Cabanas ("Sports Club") Condominium are granting to the City of Lynden an Access and Utility Easement on portion of lots 10 and 11 of Homestead Maberry Plat Division 8, and across Common Areas in the two Condominium Associations.

This easement, as shown in documents provided to council, is necessary to provide access for maintenance of a water main and a hydrant constructed to provide fire protection.

License Agreement for Private Stormwater Facilities – Americold (406 2nd Street)

Americold is required, at the direction of a United States Environmental Protection Agency Administrative Order on Consent, to treat stormwater runoff to meet Industrial Stormwater General Permit benchmarks. Compliance with this permit requires them to construct and operate private stormwater treatment facilities

This license agreement allows Americold to construct, operate and maintain their needed stormwater facilities within the 2nd Street right-of-way. The license grants Americold a nonexclusive license for the construction, installation, operation, periodic maintenance, repair,

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



and replacement of Stormwater Facilities, generally including catch basins, stormwater pipes, connections to existing cleanouts, perk-filter vaults, and biochar totes with protective bollards.

Councilor Bode moved and Councilor De Valois seconded to approve the Consent Agenda. Motion approved on a 5-0 vote.

3. PUBLIC HEARING – None

4. UNFINISHED BUSINESS

Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding

The Federal Government created the Coronavirus Aid, Relief, and Economic Security (CARES) Act to help local business, non-profits and schools that have suffered financial losses due to the COVID-19 virus. Lynden was awarded \$651,150 in CARES act funds to be disbursed in the form of direct grants to such agencies. Whatcom County agreed to match Lynden's grant with an additional \$322,000. So, in total, almost \$1 million in direct grants - that do not require repayment - will be injected into our local economy.

The program is administered by the Washington State Department of Commerce. A memo describing current and proposed distributions was provided in the council packet. It includes four tables: Table 1 shows funds that will be distributed to our schools; Table 2 describes the distribution of all funds; Table 3 shows funding to non-profits and; Table 4 shows funds distributed to private businesses. As part of its match, the County set aside \$40,000 for the continued testing for COVID virus Lynden sewage. The contract is similar to our previous agreement with Exact Scientific Inc.

The County also contributed \$11,000 to the Project Hope Food bank. The grants are structured so the City advances its own funds first, then the Dept. of Commerce reimburses the City.

Tonight, the City Council is being asked to approve advancing the funds out of the current 2020 Budget with the understanding the City will be entirely reimbursed from Federal CARES Act funds

Councilor Bode moved and Councilor Kuiken seconded to approve the Consent Agenda. Motion approved on a 5-0 vote.

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



5. NEW BUSINESS- None

6. OTHER BUSINESS

Council Committee Updates

Councilor Lenssen for the Community Development Committee reported discussion of:

- Items related to the energy code, particularly natural gas
- Enforcement issues related to those not obtaining a permit
- Modification of the Design Standards
- Municipal code involving parking
- CDC meeting date has been re-scheduled

Councilor Bode for the Public Works Committee reported discussion of:

- Parking concerns/requirements referred to CDC
- DOE Grant for Judson Street Low Impact Development
- 17th Street project
- Berthusen Park restrooms
- Pipe lining projects in some sections of the City

7. EXECUTIVE SESSION

Council recessed into executive session at 7:15 p.m. to discuss a potential litigation matter. It was anticipated that the executive session would last approximately 10 minutes total and that a decision would not be made.

The Council meeting reconvened at 7:25 p.m.

8. ADJOURNMENT

The November 2, 2020 regular session of the Lynden City Council adjourned at 7:25 p.m.

Pamela D. Brown, MMC
City Clerk

Scott Korthuis
Mayor

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EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
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 – City Council



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Renew Biosolids Beneficial Use Contract – Boulder Park Project	
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 checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	Biosolids Beneficial Use Services Contract – Boulder Park Project	
Summary Statement:	<p>Since 2004 the City has shipped biosolid to Boulder Park. The Boulder Park Project (BPP), located in Douglas County, is a “beneficial use facility” permitted by the Washington State Department of Ecology for the application of biosolids. Boulder Park Inc. (BPI) contracts with King County to jointly manage and operate the BPP, applying dewatered biosolids as a soil amendment to lands for various crops. Boulder Park applies the solids using King County equipment.</p> <p>The City’s current agreement with King County to use BPI to process and haul biosolids from the Lynden Wastewater Treatment Plant facility to Boulder Park expires on December 31st, 2020.</p> <p>The Public Works Committee reviewed the new contract proposed by King County at their November 4th meeting and concurred to recommend approval to City Council. The new contract includes a 7.7% increase to the City and will run through December 31, 2024.</p>	
Recommended Action:	That City Council approve the Biosolids Beneficial Use Services Contract - Boulder Park Project and authorize the Mayor’s signature on the contract.	

BIOSOLIDS BENEFICIAL USE SERVICES FOR THE CITY OF LYNDEN AT THE BOULDER PARK PROJECT

2021



CONTRACT No.
21-0002

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ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT USE FEE RATE TABLE
- C: SPILL PREVENTION & RESPONSE PLAN
- D: KING COUNTY LETTER OF SELF-INSURANCE

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Beneficial Use Facility, or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Biosolids: the nutrient-rich product of the wastewater treatment process that meets requirements for beneficial use and used to improve soil characteristics and enhance plant growth and crop yield. Biosolids are not considered a commercial fertilizer. Regulations established two classes of biosolids: Class A, which has no detectable pathogens, and Class B, which is treated, but may have some detectable pathogens.

Boulder Park Inc., or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project, or BPP: designates the name of the biosolids land application project in Douglas County in operation since 1992. This project is jointly operated and managed as a BUF by BPI and King County as outlined in Attachment A, Project Roles and Responsibilities from Contract #471783.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the Generator for the performance of services or Work under this Contract.

Generator: the city, town, district, municipal corporation or other entity or person who generates biosolids during the treatment of domestic sewage in a treatment works and has as one of its responsibilities the treatment, transport, use or disposal of biosolids. For purposes of this Agreement, the term Generator means the City of Lynden.

Party or Parties: City of Lynden (Generator), King County (KC), and Boulder Park Inc. (BPI).

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the Generator, as applicable, and means that BPI, KC, or the Generator, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: A monetary value that the farmer agrees to pay BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or KC to perform any portion of the Work covered by this Contract.

Work: Everything to be done and provided by BPI and KC for the fulfillment of the Contract.

This Contract is made and entered into effective as of January 1, 2021 by and between the City of Lynden, a municipal corporation, (hereinafter referred to as the "Generator"), Boulder Park Inc., a Washington corporation (hereinafter referred to as "BPI"), and King County, a home rule charter county of the State of Washington (hereinafter referred to as "KC"). The Generator, BPI and KC may also be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Generator produces biosolids as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids in accordance with Chapter 173-308 WAC Biosolids Management and 40 CFR Part 503; and

WHEREAS, the Washington State Department of Ecology (Ecology) supports and encourages maximum beneficial use of biosolids per Chapter 173-308-010(2)(a); and

WHEREAS, the state of Washington recognizes biosolids as a valuable commodity and does not classify biosolids as solid waste per Chapter 173-308-060(1) and (2); and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that has been permitted by the Ecology for the application of biosolids; and

WHEREAS, BPI and KC have entered into a contract to jointly manage and operate the BPP in accordance with all applicable local, state and federal laws, regulations and best management practices regarding applying dewatered biosolids to lands for beneficial use; and

WHEREAS, the Generator desires to enter into this Contract with BPI and KC for (a) land application of the Generator's biosolids at the BPP, and (b) for the use of KC's equipment to apply the Generator 's biosolids; and

WHEREAS, it is in the best interests of the environment, the public health, safety, and welfare of the citizens served by Generator, and the Generator, that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

1.1 The purpose of this Contract is (a) to allow the Generator to purchase BPI's services, which shall include all work necessary for the beneficial utilization of the Generator's Class A or Class B biosolids (hereafter referred to as "biosolids") at the BPP and (b) to allow the Generator to pay a use fee for KC's biosolids application equipment for BPI to use in land application of the Generator's biosolids.

1.2 The further purpose of this Contract is to provide the Generator with a biosolids management and utilization option to complement the Generator's other biosolids management contracts. The Generator has the sole right to allocate the biosolids deliveries among its biosolids contractors.

1.3 The Generator may provide the BPP with biosolids during the months of January through December to ensure year-round responsiveness.

1.4 The Generator will provide BPI with an estimated schedule of deliveries. The Generator in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the operating plan and distribution needs.

1.5 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the Generator’s biosolids that have a total solids content of no less than ten (10) percent. Biosolids having a total solids content of less than 10 percent may be accepted at BPI’s sole discretion and may be subject to additional charges for any additional work per Section 9.

1.6 All biosolids provided to the BPP by the Generator shall meet Table 3 – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits); the pathogen reduction requirements of WAC 173-308-170; and, the vector attraction reduction (VAR) requirements of WAC 173-308-180. The Generator shall immediately notify BPI and KC if the Generator’s biosolids do not meet any of the requirements described above.

A. The Generator shall provide analytical results demonstrating biosolids quality and nutrient content appropriate for land application at the BPP. Biosolids analysis data and documentation shall include at a minimum the following parameters:

- Part 503 Metals (arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium, zinc). Refer to WAC 173-308-160.
- Fecal Coliform. Refer to WAC 173-308-170.
- VAR. Refer to WAC 173-308-180.
- Nutrients (total Kjeldahl nitrogen, ammonia-nitrogen, phosphorus, potassium, sulfur).
- Percent total solids.

B. Biosolids that do not meet VAR requirements, and/or that do not have sufficient documentation, will be incorporated into the soil within six hours after being applied to the land to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges per Section 7.2(A) of this contract.

1.7 Any material that fails to meet all requirements of WAC 173-308 for Class A or Class B biosolids classification cannot be accepted at the BPP for beneficial use and must be properly managed by Generator as solid waste or as determined by Ecology.

SECTION 2 BPI’S RESPONSIBILITIES

2.1 BPI shall be responsible for biosolids management as defined below, including transport and reuse after acceptance of biosolids from the Generator. Biosolids loaded into BPI’s method of transport shall be considered accepted by BPI when the method of transport departs the Generator’s site. These biosolids management responsibilities shall include, but are not limited to, the following:

- A. Transportation of biosolids loaded into BPI-furnished equipment at the Generator’s site, to the location of ultimate disposition. All loads will be covered during transport;
- B. Ultimate disposition of biosolids including management, application, monitoring, permitting, record keeping, and reporting;
- C. Compliance with all local, state and federal laws and regulations applicable to said operations including best management practices;

- D. Payment of employees, subcontractors, lenders and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges and all other costs; and
- E. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #471783);
- F. Ensure contracted haulers always have a current Spill Prevention & Response Plan in all trucks hauling the Generator's biosolids and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency. The Spill Prevention & Response Plan must meet the requirements of WAC 173-308-100(2). Attachment C of this contract includes a Spill Prevention & Response Plan that may be used;

2.2 BPI warrants and represents that it has the business, professional, and technical expertise necessary to manage, handle and utilize the Generator's biosolids in a safe, prudent, workman-like, and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times, relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the Generator to maintain the highest reasonable image for such services. The Generator shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI is responsible for assuring that all transportation activities required under this Contract are performed by BPI or BPI's subcontractor in compliance with any applicable federal, state or local environmental or public health laws, codes or regulations. BPI is responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the Generator's biosolids. The Generator and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the Generator's biosolids.

2.5 BPI shall be responsible for maintaining necessary security at application sites to protect public health and safety, and to avoid unauthorized uses of biosolids material. BPI shall not cause a nuisance, as defined in RCW 7.48.120, at any application site.

2.6 BPI shall inform its personnel and/or any subcontractors that biosolids are a product of the wastewater treatment process derived from sewage treatment and that workers may be exposed to pathogens. The workers shall be advised on proper hygienic precautions when handling or being in contact with biosolids.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall be responsible for the following:

3.1 Provide access and use by BPI to project-specific KC-owned equipment, so BPI may use such equipment to apply the Generator's biosolids as part of the BPP. It shall be known per this Contract that KC shall have first-right of usage as it relates to KC-owned equipment;

3.2 Replace and/or refurbish KC-owned equipment per an equipment replacement schedule, which is part of the Equipment Use Fee Table provided as Attachment B and is incorporated by reference as if fully stated herein;

3.3 Regularly communicate with BPI regarding daily project activities and perform routine site inspections;

3.4 Calculate application rates based on the Generator’s current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);

3.5 Maintain and update the Biosolids Beneficial Use Services Contract and associated costs and price adjustments in accordance with Sections 7 and 8 of this Contract;

3.6 Maintain and update the BPP Site-Specific Land Application Plan, and promptly provide any revisions to the Generator when periodic changes are made; and

3.7 Secure and maintain all necessary state and local permits and/or approvals for biosolids to be applied at the BPP, and comply with all applicable federal, state and local regulations.

SECTION 4 JOINT BPI/KC’s RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the Base Unit Price for biosolids management as described in Section 7.2 of this Contract. Upon request, BPI and KC shall provide the Generator with current copies of all permit applications, permits, registrations, records, and reports required by local, state and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. The Generator’s review of such documents is for its information only, implies no approval of BPI’s or KC’s compliance with applicable requirements, and in no way relieves BPI or KC of its obligations under this Contract.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the Generator’s service area.

SECTION 5 GENERATOR’S RESPONSIBILITIES

Generator shall:

5.1 Provide timely communication of any significant variation in biosolids quantities to be delivered;

5.2 Scale and record wet tons of biosolids loaded into the contractor’s biosolids hauling equipment at the Generator site to document the tonnage of biosolids being hauled in accordance with state and federal trucking regulations and to delivered tonnage at location of ultimate disposition. If the Generator does not have access to a certified scale, the Generator will work with BPI to locate a certified scale where tonnage can accurately be weighed and recorded as presented in Section 7.1(A) of this contract;

5.3 Provide documentation on a per load basis to BPI for reconciliation purposes that includes at a minimum the delivery date, driver name, delivery site ID or location description, and tonnage delivered. This information will be reconciled on a monthly basis to ensure accuracy and agreement by all Parties;

5.4 Secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations;

5.5 Provide and or approve for use a Spill Prevention & Response Plan as required under WAC 173-308-100(2) and as provided in Attachment C. Ensure the contracted hauler has a current copy of the Spill Prevention & Response Plan in trucks hauling the Generator’s biosolids at all times and before leaving the Generator’s facility, and that the haul contractor’s drivers know who to call in case of a spill, accident, or emergency;

5.6 Test its biosolids in accordance with applicable law; thoroughly review the reported analytical data for accuracy and completeness; provide BPI and KC the biosolids quality data necessary for BPI and KC

to use or otherwise manage the biosolids; and, immediately notify BPI and KC if the Generator's biosolids do not meet any of the requirements in Section 1.6;

5.7 Pay BPI and KC the amounts set forth in Sections 7, 8 and 9 of this Contract; and

5.8 Not operate or maintain KC-owned equipment.

SECTION 6 TERMS OF CONTRACT

6.1 The term of this Contract is from the effective date specified above to December 31, 2024. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC and the Generator.

6.2 BPI's and KC's obligations and responsibilities shall commence upon full execution of this Contract.

SECTION 7 BASIS FOR PAYMENT

7.1 BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the Generator's treatment plant to BPI's designated application sites.

A. Wet weight shall be determined using a certified scale mutually acceptable to BPI and the Generator. BPI shall be responsible for identifying certified scales and proposing scales to the Generator for acceptance if a certified scale is not available at the Generator's site. BPI shall maintain tare weights of trucks and/or trailers and provide a list of tare weights for each shipment in writing to the Generator prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the Generator prior to hauling biosolids.

7.2 BPI shall submit monthly billings in an approved format that has been reconciled with the Generator's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Monthly billings received on or before the fifth day of that calendar month will be paid within thirty (30) days after receipt of an invoice. The Generator will pay BPI a Base Unit Price at the rate of \$71.97 per wet ton (2020 dollars) for authorized materials accepted and/or services, satisfactorily performed, including the KC equipment use fee, as set forth in Attachment B. The Base Unit Price includes \$3.40 plus \$0.26 Tax [at Mansfield rate of 7.7%] for King County equipment, hereinafter called the "Equipment Use Fee", and \$68.31 for BPI operations fee per wet ton (2020 dollars). Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

A. Biosolids that do not meet VAR requirements will be incorporated to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges at the rate of \$8.93 per wet ton (2020 dollars).

7.3 BPI will submit a quarterly statement to KC that clearly shows the Generator's tons applied, the site, and the month application occurred. After receipt and verification of the statement KC will submit an invoice to BPI for payment of the KC Equipment Use Fee. BPI shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

7.4 The BPI Base Unit Price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all transportation costs, materials, application equipment use fee, tools, and all BPI and KC management, superintendence, labor and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is not included in the price.

7.5 The BPI Base Unit Price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the Generator. Requests for any such change are to be made in writing to the Generator. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

7.6 At the end of the calendar year, BPI will pay the Generator \$7.50 per dry ton for soil amendment value of biosolids delivered to the BPP. This payment amount is fixed for the term of the contract and not subject to price adjustments in Section 8.

SECTION 8 PRICE ADJUSTMENTS

8.1 Price adjustments may be made for changes of law or regulatory requirements based on documented cost increases or decreases, or tax increases. The Generator has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the Generator feels such increases are excessive.

8.2 Annual Adjustments for the Base Unit Price, except the Equipment Use Fee portion, will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Worker for the previous calendar year in which there was a positive adjustment. In the event the formula results in a negative, the adjustment shall be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

$$\text{Example: new application rate} = \text{previous rate} \times \left[\frac{\text{current Annual CPI value}}{\text{previous Annual CPI value for series ID: CWURS49DSA0}} \right]$$

8.3 The Equipment Use Fee will remain fixed throughout the contract term, unless KC acquires and/or uses equipment not listed in Attachment B. In that case, KC shall modify Attachment B and the BPI Base Unit Price accordingly.

8.4 There will be a fuel surcharge included with the submitted monthly billing defined in Section 7.2 based on an average of the actual diesel fuel costs per gallon paid by BPI, or their subcontractor, in excess of four dollars (\$4.00) per gallon. For the purpose of calculating this surcharge, BPI and the Generator agree that the surcharge will be based on 100 gallons of diesel fuel used per load transported to BPI. The amount of the fuel surcharge will be verified from copies of actual bulk diesel fuel purchase invoices for fuel deliveries to BPI, or their subcontractor, during the affected month.

SECTION 9 ADDITIONAL WORK

Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the Generator requires additional work, it may request BPI in writing to do the additional work at the Base Unit Price (as described in Section 7), or it may request BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the Generator shall be at BPI's sole expense.

SECTION 10 LIABILITY OF THE PARTIES

10.1 BPI, KC, and Generator accept the risks and resulting liabilities of beneficially using biosolids on agricultural lands. These risks potentially include, but are not limited to, the following:

- Contamination of groundwater or surface water
- Odor issues at the site and mitigating them for surrounding neighbors
- Human health impacts
- Impacts to crops, vegetation or livestock

10.2 BPI shall be responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage or public exposure, and for providing properly designed locations for the safe and secure unloading of biosolids at BPI’s designated application sites. For the purposes of this agreement, conforming biosolids shall mean that all the Generator’s biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6.

10.3 Generator shall be responsible for compliance with all federal and state laws applicable to generators of biosolids and for compliance with all requirements set forth in this Contract.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI’s responsibility to manage under the terms of this contract. Acceptance of biosolids is considered to occur when the biosolids are delivered to the Boulder Park Project site. BPI shall accept all biosolids which are within the range of “Biosolids Quantities and Characteristics” as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

12.1 BPI and KC agree to comply with all applicable local, state and federal laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

12.2 BPI and KC shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. BPI and KC shall contact Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by BPI and KC with respect to the Generator’s biosolids.

12.3 BPI and KC shall manage biosolids using applicable best management practices. Best management practices may be found in the *Biosolids Management Guidelines for Washington State* published by Ecology. The most recent publication available on or before September 2010 shall be used as best management practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract.

12.4 Other permits and registrations, if any, shall be obtained and maintained by BPI and KC as required for the specific location of biosolids handling, application and disposition sites and specific biosolids management approaches at the project sites. BPI and KC shall be responsible for knowledge of and compliance with all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

12.5 BPI and KC shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the Base Unit Price.

12.6 The Generator will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Generator shall also provide BPI and KC with any results of additional testing performed by the Generator, at no cost to BPI and KC, when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The Generator may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with subsections 1.2 and 1.4. The Generator will provide biosolids on as uniform a basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The Generator is responsible for reviewing plant records to determine, estimate and plan for annual, monthly, and weekly averages and variability and informing BPI and KC of substantial changes in biosolids quality.

13.2 The Generator certifies and affirms that its biosolids are produced from domestic, commercial and industrial wastewaters generated in the Generator’s wastewater service area.

SECTION 14 INSURANCE

14.1 The Parties shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. By requiring such minimum insurance, the Parties shall not be deemed to have assessed the risks that may be applicable to each Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each Party shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate with respect to the work to be performed. Each Party shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the any other Party on request.

14.1.1 **Commercial General Liability.** \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

14.1.2 **Automobile Liability.** \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).

14.1.3 **Workers’ Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or “other States” State Law.

14.1.4 **Employer’s Liability or “Stop Gap”**. For a limit of \$ 1,000,000 Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.

14.1.5 **Other Insurance Provisions**. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

- 1. With respect to all Liability Policies except Professional Liability and Workers Compensation:
 - (i) BPI or its subcontractor shall add the other Parties, its officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of BPI or the subcontractor in connection with this Contract. The Generator shall add the other Parties, their officers, officials, employees and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the Generator in connection with this Contract. The Parties acknowledge that KC maintains a self-insurance program for the handling of its liabilities, and as such, cannot add other parties as additional insureds.
 - (ii) Each Parties’ insurance coverage shall be primary insurance as respects the other Parties, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the other Parties, its officers, officials, employees, agents and consultants shall not contribute with the Parties’ insurance or benefit the Party in any way.
 - (iii) BPI or its subcontractors’ insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.

14.1.6 In lieu of the aforementioned liability policies, KC, maintains a fully funded Self=Insurance program for the protection and handling of KC’s liabilities including injuries to persons and damage to property.

14.1.7 In the alternative, a Party to this Contract may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program or risk pool authorized by applicable law. In this regard, the Parties understand that the Party to this Contract who is a member of such a joint self-insurance program or risk pool is not able to name the other Parties as an “additional insured” under the liability coverage provided by the joint self-insurance program or risk pool.

14.2 Unless otherwise approved by the Parties, all insurance shall be on an “occurrence” basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the Parties.

14.3 Except as may be provided in Section 19 of this Contract, no provision in this Contract shall be construed to limit the liability of any Party as provided by law. Each Parties’ liability shall extend as far as the appropriate periods of limitation provided by law.

14.4 BPI shall provide the other Parties with certificates and endorsements evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after final execution date of Contract. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the Generator, then the Generator may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the Generator.

14.5 Failure to provide such required insurance shall entitle any Party to suspend or terminate the other Parties' work hereunder for default in accordance with Subsection 17.2. Suspension or termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH THE GENERATOR'S TREATMENT PLANT

The Generator will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The Generator will attempt to keep biosolids availability to BPI as uniform as possible.

SECTION 16 DAMAGES

Except as otherwise provided in this Contract should BPI fail to commence or continue performance of this Contract after the date of final execution of this Contract, BPI shall reimburse the Generator for the actual costs incurred by the Generator until other satisfactory arrangements for management of Generator's biosolids up to the remaining term of this Contract can be implemented. The Generator shall have the right to deduct such costs or damages from any amount due, or that may become due BPI. The Generator agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

17.1 Any of the Parties may terminate this Contract in whole or in part for any reason or no reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least ninety (90) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice, less any deductions provided by this Contract or by law. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the Generator, BPI shall account for the same and handle it in the manner the Generator directs.

17.2 Any Party may terminate the Contract for default in the event of a failure by either of the other two Parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment;
- (E) failure to provide continuous and solvent business operations;
- (F) failure or delay in making any required payments.

Termination for default may be delivered by mail and shall be effective upon mailing, directed to the defaulting Party (or Parties) at the mailing addresses stated above, setting forth the manner in which the Party is (or Parties are) in default.

17.2.1 In the event the Generator believes BPI is in default, the Generator may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the Generator, BPI shall submit to the Generator a written detailed plan describing the actions required to achieve compliance that is subject to the Generator's approval.

17.2.2 In the event the Contract is terminated for default, BPI and KC will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions authorized by this Contract.

SECTION 18 RECORDS, REPORTS AND MEETINGS

18.1 BPI shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all project sites. The Generator shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained by BPI according to generally accepted accounting principles and applicable requirements of the State of Washington.

18.2 The following books of account and reports may be reviewed by the Generator and shall be made available upon request to the Generator:

- a daily project site log (including generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the Generator shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

18.3 The Generator shall have the right during reasonable business hours to inspect the BPP biosolids management facilities. BPI shall provide the Generator access to perform said inspections.

18.4 The Generator and KC shall maintain records per all applicable state and federal laws. Each Party shall have the right during reasonable business hours to inspect the records of the other Parties.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend, and hold harmless the Generator and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney’s fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter “Claim”), arising directly or indirectly out of BPI’s intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI’s breaches of this Contract, or BPI’s acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the Generator, or BPI, the Generator, and KC, BPI’s defense and indemnification obligations under this section shall be limited to the extent of BPI’s negligence.

19.2 KC agrees that it shall be liable for and shall indemnify, defend, and hold harmless the Generator, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney’s fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter “Claim”), arising directly or indirectly out of KC’s intentional or negligent act or omission in the performance of its duties as described in this Contract, KC’s breaches of this Contract, or KC’s acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the Generator, or KC, the Generator, and BPI, KC’s defense and indemnification obligations under this section shall be limited to the extent of KC’s negligence.

19.3 The Generator agrees that it shall be liable for and shall indemnify, defend, and hold

harmless BPI and KC, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney’s fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter “Claim”), arising directly or indirectly out of the Generator’s intentional or negligent act or omission in the performance of its duties as described in this Contract, the Generator’s breaches of this Contract, or the Generator’s acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of the Generator and BPI or the Generator, KC, and BPI, the Generator’s defense and indemnification obligations under this section shall be limited to the extent of the Generator’s negligence.

19.4 Solely for the purposes of paragraphs 19.1, 19.2, and 19.3 above, each Party, by mutual negotiation hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

19.5 The defense and indemnification obligations under this section shall survive the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 In the event that a dispute arises under this Contract, then representatives from the Parties involved in the dispute shall meet and confer in an effort to resolve the dispute. If the Parties’ representatives cannot resolve the dispute within fifteen (15) calendar days then any Party involved in the dispute may request that the Parties involved in the dispute engage in mediation, with each such Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of the Parties involved through mediation then any of the involved Parties may take whatever steps it deems appropriate, including but not limited to, bringing a civil action in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit any Party from exercising its right to terminate this Contract as otherwise provided herein or be construed as a precondition to the exercise of such right to terminate.

20.2 Pending final decision of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract.

SECTION 21 SEVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 22 INDEPENDENT CONTRACTOR

Each Party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the Parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other Parties.

SECTION 23 FORCE MAJEURE

Should any of the Parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the Party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the Parties “Force Majeure,” then such Party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such Party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom. Force Majeure does not include the Generator’s financial inability to pay the required payments set forth in this Contract.

SECTION 24 NON-WAIVER

Failure by any of the Parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 25 ASSIGNMENT

No Party may assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Parties. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors and/or assigns.

SECTION 26 NOTICES

All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the Generator, addressed to:

Name Steve Banham, Public Works Director
Address City of Lynden
300 4th St
Lynden, WA 98264
banhams@lyndenwa.org

If to BPI, addressed to:

Name: David K. Ruud, Operations Manager
Address: Boulder Park, Inc.
P.O. Box 285, Mansfield, WA 98830
(509) 683-1142
ruudbpi@aol.com

If to KC, addressed to:

Name: Jake Finlinson, Biosolids Project Manager
Address: King County Wastewater Treatment Division
201 S. Jackson Street, #KSC-NR-0512, Seattle, WA 98104
(206) 477-3524
jake.finlinson@kingcounty.gov

Or to such other address as any Party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the US mail.

SECTION 27 ENTIRE CONTRACT; AMENDMENT

This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

SECTION 28 COUNTERPARTS; ELECTRONIC SIGNATURES

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be executed using electronic signatures.

SECTION 29 AUTHORITY

The undersigned represents that they are fully authorized to enter into this Contract on behalf of the Party for whom they sign. Upon full execution of this Contract, this Contract shall be binding on each Party. Each Party has had the opportunity to review this document with an attorney of their choice.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the date set forth below.

CITY OF LYNDEN

BOULDER PARK, INC.

By _____
Scott Korthuis, Mayor

By _____
Leroy Thomsen, President

Date _____

Date _____

KING COUNTY

By _____
Mark Isaacson
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

Verna Bromley, Sr. Deputy Prosecuting Attorney

Date

ATTACHMENT A

**Boulder Park Project Beneficial Use Facility
Roles and Responsibilities
(Douglas County)**

This document clearly defines the roles of each project participant involved in the beneficial utilization of biosolids as a soil amendment and for its plant essential nutrients at the Boulder Park Project (BPP) in Douglas County. Additional descriptions of certain tasks are discussed in more detail within the 2015 BPP Site Specific Land Application Plan (SSLAP).

King County Department of Natural Resources and Parks, Wastewater Treatment Division (KC)

KC Biosolids Management Program Manager

- Overall responsibility for the entire biosolids management program.
- Must approve or be notified of all project proposals; press announcements/responses; public informational handouts and meetings; environmental checklist; permits; research plans; project budgets and capital expenditures; and overall project management.
- May review or be consulted on project issues as they arise.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Agriculture Project Manager

- Overall responsibility for Boulder Park Project management.

Tasks with full responsibility include, but are not limited to:

- Site Development – work jointly with BPI to identify suitable application sites according to GLAP and prepare permit documentation; maintain records for each landowner including: property legal descriptions, signatures, acreage and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; DOE Model Form.
- Public Involvement/Communications - schedule/coordinate site tours and open houses/public meetings, address project issues; ensure that adequate communications are maintained among all project participants.
Product: Public meeting, open house, tours; periodic contact with project participants.
- Permits - procure, document and ensure compliance with all applicable permits and regulations.
Product: Permit application documentation and GIS project maps.
- Applications – prepare activity table and maps of next season’s proposed applications; calculate agronomic application rates and send to WSU scientist for review before submitting to WDOE for approval.

Product: SSLAP Addendum; Boulder Park Biosolids Application Calculations and Nitrogen Value forms.

- Field Operations - ensure that all field operations are performed by BPI according to SSLAP and permit requirements.
Product: Site inspection logs; phone and email logs; review of BPI weekly report.
- Biosolids Delivery - coordinate with King County Transportation Manager or other on distribution and scheduling; inspect project storage areas.
Product: KC distribution plan; site inspection logs.
- Equipment - schedule, budget and procure necessary equipment for year-round operations.
Product: Boulder Park Equipment Replacement Schedule; capital budget forecasts/requests.
- Recordkeeping - maintain detailed, up-to-date records on all facets of the Boulder Park Project.
Product: files on the following: correspondence; landowner records; other generators records; contract and change order documents; invoices; capital budget and equipment; monitoring data results; BPI weekly reports; application rate calculations/approvals.
- Reports - prepare annual reports jointly with BPI.
Product: WDOE 308 and Boulder Park Project annual report, including: biosolids application and storage tables, project overview map, monitoring data, operational activities and research results.
- Monitoring - review monitoring plan, sampling protocols, scheduling and data results with BPI.
Product: sampling log; BPP annual report.
- Safety - ensure BPI has approved Safety Plan following all current applicable regulations.
Product: review of Safety Plan and safety meeting records.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in the Contract #471783.
- Must review or be consulted on biosolids delivery, tracking and road agreements/restrictions.
- Must be notified about research plans and objectives.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Transportation Manager

- Overall responsibility for efficient scheduling and safety of only King County biosolids deliveries.
- Overall responsibility to coordinate response only if KC biosolids are accidentally spilled along the haul route.
- Overall responsibility to distribute, update and provide training on the KC Spill Response Plan and/or 'Biosolids and Grit Haul Driver's Handbook' to KC hauler.
- Principal contact between KC treatment plant personnel and KC haul contractor to coordinate KC biosolids deliveries.

- Must review and be consulted on road agreements and restrictions regarding haul trucks.
- May review or be consulted on project issues as they arise.

Boulder Park Incorporated (BPI)

BPI President, Leroy Thomsen

- Overall responsibility for project compliance and that all operations follow the prescribed SSLAP.
- Responsible for directing daily operations and functions of BPI.
- Responsible for hiring and supervising qualified personnel as Operations/Site Supervisor.
- Responsible for maintaining auditable records and files on all operations and expenditures.
- Responsible for maintaining efficient communications network among all project participants.
- Responsible for establishing a local distribution plan to involve other community farmers in utilizing biosolids.
- Must review or be consulted on all site operations, project proposals, public meetings and/or site tours.
- May review or be consulted on contract and permit documentation, press announcements, research projects and monitoring data.
- Serves as site representative of all the land owners on the project. Responsible to speak or assign designee about the pros and cons related to biosolids utilization and be available for tours of the site as his schedule allows. All site tours must be coordinated with King County’s Project Manager and BPI’s Operations Supervisor.

BPI Operations/Site Supervisor, Dave Ruud

- Principal contact for all contract-related activities on this project. Ensures the project is carried out according to the SSLAP, SEPA, Contract #471783 and Ecology biosolids regulations. Works directly with BPI President and closely with King County’s Project Manager and/or designee.

Tasks with full or partial responsibility include, but are not limited to:

- Site Development – work jointly with KC to identify suitable application sites according to GLAP and assist in preparing permit documentation; obtain property legal descriptions and landowner signatures.
Product: Review permit documentation, maps and master list of property descriptions; DOE Model Form.
- Public Involvement/Communications – coordinate and/or participate in site tours and open houses/public meetings, respond to community questions, promote public acceptance and stay informed of public opinion on local biosolids usage; maintain adequate communications among all project participants.

Product: Public meeting, open house, tours; attend other community meetings; periodic contact with project participants.

- Permits - assist in preparing documentation and ensuring compliance with all applicable permits and regulations.
Product: Review permit application documentation and project maps as required; no permit violations.
- Storage Areas - identify location, haul route and required buffers; prepare site; post signs.
Product: Review GIS site maps; fairly level, accessible sites.
- Field Access - obtain farmer signature; maintain access roads equivalent to pre-project conditions.
Product: Farmer agreement; clean and safe roads for public usage.
- County road repair - coordinate with Douglas County (DC) to provide water and equipment as necessary to maintain/repair haul route; advise DC of changes to route and delivery schedule.
Product: Updated project maps; minimal complaints from public and DC personnel.
- Biosolids Delivery - coordinate with KC and other generator’s haul contractor, assist truck drivers with deliveries, reconcile tonnage, comply with road agreements and restrictions and inspect site.
Product: delivery schedule; tonnage/inspection records; proper signage.
- Equipment - maintain, operate, store, and repair to minimize down-time.
Product: maintenance records; equipment logs.
- Operations - supervise daily field operations; hire operators, inspect site for compliance with permit and SSLAP and inform BPI President and KC project manager of problems.
Product: BPI weekly reports.
- Applications - coordinate delivery and application schedule with farmers; calibrate equipment to apply Ecology-approved biosolids application rate; record tons applied to each site.
Product: SSLAP Addendum; equipment calibration and application log by site and generator.
- Recordkeeping - maintain detailed up-to-date records on all facets of project.
Product: BPI weekly reports; biosolids application log; monthly biosolids delivery/reconciliation records; maintenance records; sampling log; posted sites; invoices; billing and soil amendment value payment; application rate calculations/approvals; safety/training records; project correspondence; landowner/farmer records; other generators records; contract and change order documents; permit documentation; monitoring data results.
- Reports - prepare annual reports jointly with KC project manager.
Product: WDOE 308 and Boulder Park Project annual report.
- Monitoring - ensure all water, soil, grain and biosolids samples are collected, delivered and analyzed according to schedule and protocols as specified in SSLAP and that analytical results are sent to both BPI and KC; procure necessary soil sampling equipment; establish analytical lab contracts; notify Ecology and KC of unusual results.
Product: sampling logs; BPP annual report.

- Safety - ensure all operations are performed safely; establish and initiate an operations safety program following Wa. Department of Labor and Industries Agricultural Code.
Product: first aid training certification; approved Safety Program and safety meeting records.
- Solely responsible for hauling other generator’s biosolids, if specified in contract. Must maintain current list of these generators along with contact information and provide to Ecology and KC.
- Has authority to stop operations if operations at the site are not in accordance with the Boulder Park SSLAP or as directed by BPI president, landowner or regulatory personnel.
- May review or be consulted on biosolids research proposals at the BPP and coordinating and assisting researchers as necessary.

BPI Principals: Leroy Thomsen, Gary Poole and Larry Glessner

- Responsible for organizing and managing Boulder Park, Inc.
- Responsible for involving other community farmers in developing biosolids application sites.
- Responsible for providing guidance in regards to application locations, priority and field application specifics.
- Must be notified of all site operations.

Farmers and/or Landowners (see Master List of Boulder Park Project Acreage)

- Responsible for timely incorporation of all applied biosolids after application.
- Responsible to pay BPI for soil amendment value of biosolids per dry ton applied to their land.
- Responsible to comply with the requirements of the SSLAP, permits, all standard acceptable agricultural practices and biosolids regulations.
- Responsible for securing legal descriptions and landowner signatures for property that they farm which will be part of the Boulder Park Project.

Washington Department of Ecology (Ecology), Central Region Biosolids Coordinator

- Responsible for issuing permits and verifying permit compliance, reviewing monitoring data, approving project proposals and storage sites, and responding to public questions and concerns.
- Responsible for interpreting biosolids state regulations.
- Responsible for final approval of all biosolids application rates as submitted by WSU.
- Must review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- Must be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

Chelan-Douglas County Health District (CDHD), Public Health Specialist

- May review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- May be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

WSU Cooperative Extension, Research Scientist

- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for evaluating crop response and fertilizer savings as a result of biosolids applications. Responsible for collection of vegetative tissue (grain) samples during crop harvest as necessary.
- Responsible for any research proposals, plans and reports related to this project.
- Responsible for review of all biosolids application rates, which they in turn submit to Ecology for approval.
- Must approve soil sampling protocols prior to sample collection.
- Must be consulted on vegetation sampling protocols prior to crop harvest, if required.
- Must be consulted on biosolids applications to highly erodible sites.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

Douglas County Transportation and Land Services

- Responsible for establishing road agreements and assessing damage, if any, associated with haul vehicle travel on county maintained roads, as it may pertain to the Boulder Park Project.
- Must approve all haul routes for biosolids deliveries.
- Must be informed of biosolids delivery schedule in timely manner (SSLAP addendum and BPI weekly report).
- May conduct unannounced road inspections to ensure that safe road conditions are being maintained during all BPI operations. Has authority to stop operations for non-compliance of road agreements.
- May impose road weight restrictions as necessary.
- May coordinate road repair to be done by BPI and/or DC as required.

Other Generators using the BPP

- Overall responsibility for complying with all Federal and State regulations, permits, application and equipment usage contract with BPI and King County; hauling their biosolids to designated project

storage areas; ensuring that their truck drivers are properly trained and have a copy of their spill response plan in each truck; addressing project issues related to their biosolids, especially after an accident or spill; communications between BPI, King County and regulatory agencies regarding their biosolids; preparing and reviewing correspondence and reports; project budgets; audits; and billing.

- Assure permit and project plan commitments are followed and all contract performance standards are met as described in their contract with BPI and King County.
- Must review or be consulted on their biosolids delivery, tonnage reconciliation and road agreements / restrictions.
- Overall responsibility that the quality of their biosolids meets all regulatory requirements and is safe for land application. Must submit their latest biosolids quality data to Ecology and King County at least annually.
- Must conduct periodic inspection of site operations during periods when they are utilizing sites at the BPP.
- Has authority to stop operations at any time for non-compliance of contract specifications.

EQUIPMENT USE FEE TABLE
For Boulder Park Biosolids Land Application Project

Attachment B

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset ¹	Deprec. Value	Annual Deprec. ²
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$50,000	\$70,000	\$3,500
EWT054	1999 Kenworth T600 Dump Truck	\$120,000	20	\$25,000	\$95,000	\$4,750
EWT01	2014 Randco RTT8000 Water Tanker	\$83,000	15	\$10,000	\$73,000	\$4,867
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWS017	2015 Chevy Suburban	\$40,000	8	\$10,000	\$30,000	\$3,750
EWT140	2019 Ford F550 PU with service box	\$89,000	8	\$15,000	\$74,000	\$9,250
EW P266	2016 Ford F350 4x4 Pickup w/snow plow	\$50,000	7	\$10,000	\$40,000	\$5,714
EW P261	2015 Ford F250HD Crew Cab 4X4	\$40,000	7	\$10,000	\$30,000	\$4,286
EWL007	2017 JD644K Hybrid Loader w/5yd bucket	\$252,000	8	\$50,000	\$202,000	\$25,250
EWFT21	2019 STX375 Case/IH 4WD Tractor	\$325,000	8	\$90,000	\$235,000	\$29,375
EWG002	2003 Cat 120H Road Grader	\$110,000	20	\$50,000	\$60,000	\$3,000
EWTE02	2003 John Deere Subsoiler, 915 Ripper	\$20,000	20	\$3,000	\$17,000	\$850
EWSA31	2018 West Pt. Spread-All	\$60,000	5	\$8,000	\$52,000	\$10,400
EWSD03	2018 HD Burma Vertical Distributor	\$18,000	5	\$500	\$17,500	\$3,500
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	30	\$5,000	\$12,820	\$427
EWUV12	2014 Polaris Ranger Quad (w/ Soil Sampler)	\$14,300	12	\$4,000	\$10,300	\$858
EWFO26	2015 Clark Forklift Model C30	\$25,000	20	\$10,000	\$15,000	\$750
Operating	Major Equipment Repair, 5-yr AVG	\$35,000	@35%	\$0	\$0	\$12,250
Operating	Tire & Tube Repairs, 5-yr AVG	\$15,000	@35%	\$0	\$0	\$5,250
Operating	Water, Road Maintenance, AVG	\$10,000	@35%	\$0	\$0	\$3,500
Total Annual Depreciation and Ops						\$132,727
Equipment rate/applied ton ³						\$3.00
KC staff rate/applied ton						\$0.40
Pre-tax Equipment Use Fee ⁴						\$3.40
Local Tax Rate @ 7.7%						\$0.26
Total Equipment Use Fee						\$3.66

¹ Residual Value means estimated amount that owner would earn by disposing asset, less disposal costs.

² Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

³ Applied ton based on 2019 total of Other Generators WT applied at the Boulder Park Project BUF.

⁴ Total Equipment Use Fee is to remain fixed through contract term except as allowed in Section 8.3 of this Contract.

Updated: 9/23/2020

SPILL PREVENTION/RESPONSE PLAN

**Submitted as an attachment to the *Application for Coverage
Under the General Permit for Biosolids Management***

**Submitted by:
Boulder Park Inc.**



2020

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INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by the *General Permit for Biosolids Management*. Boulder Park Inc. (BPI) and its sub-contractors haul dewatered biosolids on a daily-basis throughout the year from various Washington wastewater treatment facilities to Boulder Park Project Beneficial Use Facility (BPP) and application sites located in Douglas County, on the Waterville-Mansfield plateau. The BPI office is located at #8 Airport Way, Mansfield, WA 98830. In addition, BPI may transfer biosolids during routine, daily operations from one field to another field when product overages occur and remaining biosolids must be relocated. Typically, these biosolids transfers are relatively short distances occurring on minor, minimally travelled roadways.

! IMPORTANT - PRIMARY SPILL RESPONSE CONTACTS !

- 1) **9-1-1 for injury accidents and accidents involving other vehicles or property**
- 2) **Dave Ruud, BPI at (509) 669-3775 (cell), (509) 683-1142 office**
- 3) **Peter Severtson, Department of Ecology at (509) 379-4737 (cell)**
(if unavailable, contact the appropriate Ecology spill response contact on page 3 for assistance)
- 4) **Your company dispatcher or company contact for emergencies**

Refer to pages 3 - 7 for additional contact information.

ROUTES TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

To minimize the possibility of spills, BPI has implemented the following measures:

- All vehicles are regularly inspected and serviced.
- Drivers never exceed the posted speed limit and only travel at speeds appropriate for current road conditions.
- Drivers attend a “Defensive Driving” course at least every 3 years.

- Loads are to be fully covered with a tarp during transportation or as determined by the biosolids generator. Tarping exceptions include short biosolids transfers from one BPP application site to another application site.
- Vehicles are certified to be “leak-proof” upon purchase and are regularly examined to ensure no leaking occurs.
- Drivers consult the Washington State Department of Transportation’s website during times of possible inclement weather.

SPILL RESPONSE EQUIPMENT

In order to be able to promptly and properly respond to a spill, BPI and its sub-contractors equip biosolids transportation vehicles with the following items:

- A copy of the most current *Spill Prevention/Response Plan*.
- A cell phone.
- Gloves and boots.
- Hazard flares.
- Reflective traffic cones.
- A shovel.

SPILL RESPONSE MEASURES

In the event of a spill, the following measures may occur:

- Safely exit roadway if possible.
- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).
- If the spill has or could result in an emergency situation: dial 911.
- If the spill poses a risk to public or environmental health or is odorous, use hydrated lime to cover exposed biosolids.
- If the spill is large, contact the Department of Ecology’s Spill Response Team.
- If the spill is large, contact BPI dispatcher to have them contact a local excavation or pumping company to excavate or pump all biosolids and place back into the hauling truck.
- If the spill is on a state or interstate roadway and may obstruct traffic for an extended period, contact the appropriate Department of Transportation regional office.

- If the spill is small, use shovel to remove all biosolids and place back into the hauling truck.
- Contact the biosolids coordinator at the Department of Ecology’s Southwest Regional Office as soon as possible, but not more than 24 hours following the spill. Unless waived by Ecology, submit a written explanation of the spill within 5 days. The written explanation must include the following:
 - A description of the spill and its cause.
 - The exact date and time of the spill, and, if it has not been cleaned-up, the anticipated time when cleanup will occur.
 - Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- Contact the applicable biosolids coordinator at the Department of Ecology region where the spill occurs as soon as possible, but not more than 24 hours following the spill.
- Contact the appropriate staff at the local health department in the county where the spill occurs.
- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office.
- If a spill enters surface water (i.e. stream, river, lake), contact the appropriate Department of Fish and Wildlife regional office.

SPILL RESPONSE CONTACTS *CONTACT INFORMATION UPDATED OCTOBER 2015*

Boulder Park Inc.

- *Dave Ruud, Operations Manager: (509) 669-3775 cell, (509) 683-1142 office*
- Alternative phone numbers:
 - Randy Davidson, BPI Lead (509) 668-0388 cell
 - Gary Poole, BPI Partner (509) 669-6666 cell

Department of Ecology, Spill Response Team:

- Central Regional Office: (509) 575-2490
- Eastern Regional Office: (509) 329-3400
- Northwest Regional Office: (425) 649-7000
- Southwest Regional Office: (360) 407-6300

Report a spill — call 1-800-OILS-911 (1-800-645-7911)



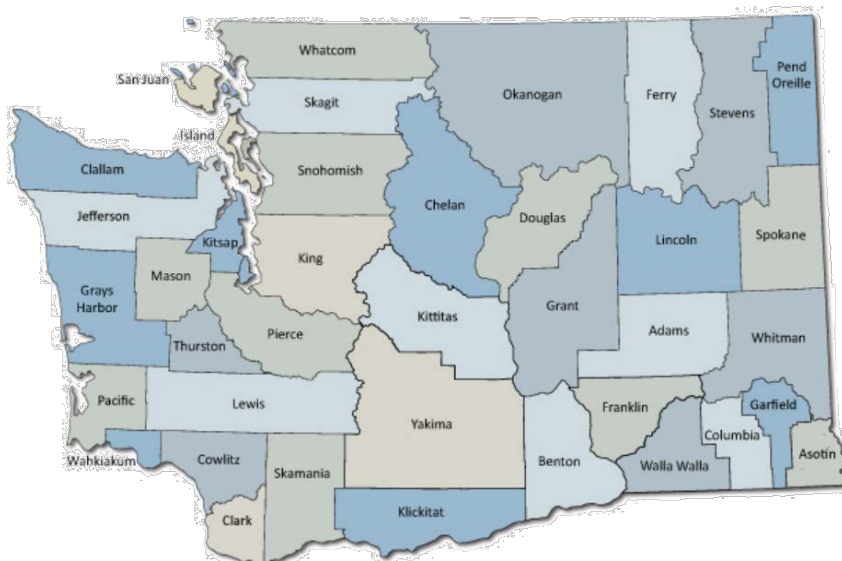
Boulder Park Project

Department of Ecology, Biosolids Coordinators:

- Kyle Dorsey (Statewide Coordinator): (360) 407-6559
- Peter Severtson, Central Region: (509) 379-4737
- Betty Ann Bickner, Eastern Region: (509) 329-3505
- Amber Corfman, Northwest Region: (360) 255-4406
- Shawnte Greenway Southwest Region: (360) 407-6055

Local Health Departments and Districts:

- Adams County Health Department: (509) 488-2031
- Benton-Franklin County Health Department: (509) 460 4200 Kennewick, (509) 547-9737 Pasco
- Chelan-Douglas Health District: (509) 886-6400 or (509) 886-6499 after-hours.
- Grant County Health District: (509) 766-7960 or (509) 398-2083 after-hours.
- King County Public Health Department: (206) 296-4600 or (800)-325-6165
- Kittitas County Health Department: (509) 962-7515.
- Lincoln County Health Department: (509) 725-1001 or (509) 725-2501
- Okanogan County Health Department: (509) 422-7140
- Pierce County Health Department: (253) 798-6500, (800) 992-2456
- Snohomish County Health Department: (425) 339-5200 or (425) 775-3522
- Skagit County Health Department: (360) 416-1555
- Spokane County Health Department: (509) 324-1500 or (888) 535-0597
- Thurston County Health Department: (360) 867-2500



Department of Transportation Regional Offices:

- Northwest Region: (206) 440-4000.
- North Central Region: (509) 667-3000
- Olympic Region: (360) 357-2600.
- South Central Region: (509) 577-1600
- Eastern Region: (509) 324-6000



Department of Natural Resources Regional Offices:

- Northeast Region: (509) 684-7474
- Northwest Region: (360) 856-3500
- Olympic Region: (360) 374-2800
- Pacific Cascade Region: (360) 577-2025
- South Puget Sound Region: (360) 825-1631
- Southeast Region: (509) 925-8510
- Toll-Free line: (800) 562-6010
- WA DNR Headquarters: (360) 902-1000



United States Forest Service Pacific Northwest Region 6:

- Pacific Northwest Regional Office Headquarters: (503) 808-2468
- Mt. Baker-Snoqualmie National Forest: (425) 783-6000
- Okanogan and Wenatchee National Forest: (509) 664-9200

Department of Fish and Wildlife:

- WDFW Main Office: (360) 902-2200
- Eastern Region 1: (509) 892-1001
- North Central Region 2: (509) 754-4624
 - Wenatchee District Office (509) 662-0452
- South Central Region 3: (509) 575-2740
- North Puget Sound Region 4: (425) 775-1311
- Southwestern Region 5: (360) 696-6211
- Coastal Region 6: (360) 249-4628

WDFW Regions



ATTACHMENT 1

ROUTES TRAVELED

BPI and its sub-contractors utilize the following route options to haul biosolids to Boulder Park Project BUF land application project sites for the following participants:

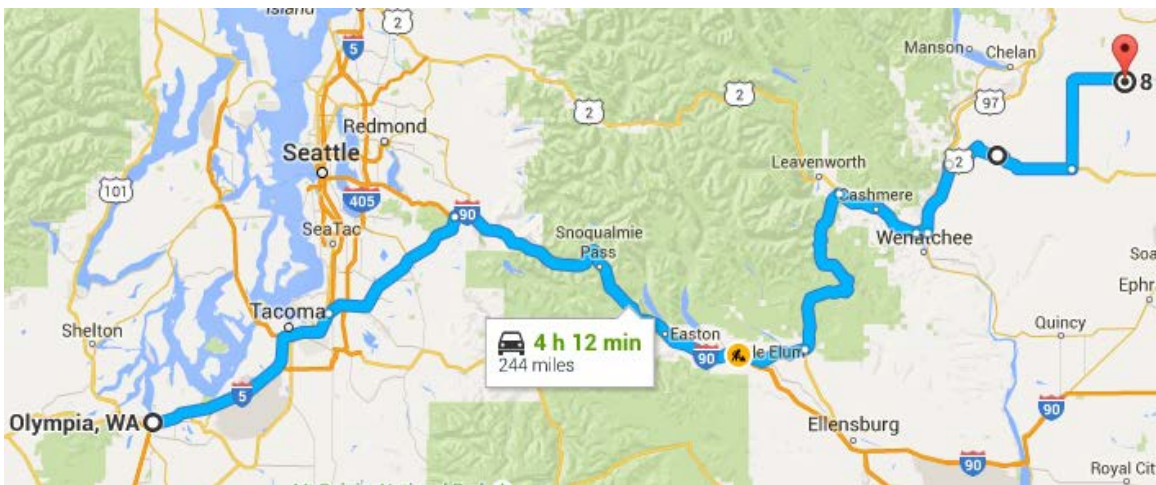
In the event of road closures for extended periods or emergencies haul trucks may utilize other public roads to get over the mountains including White Pass, Columbia Gorge, or Stevens Pass.

Also refer to the Boulder Park Project Site Specific Land Application Plan (SSLAP) for specific haul routes within Douglas County. General route maps for the primary haul routes are attached.

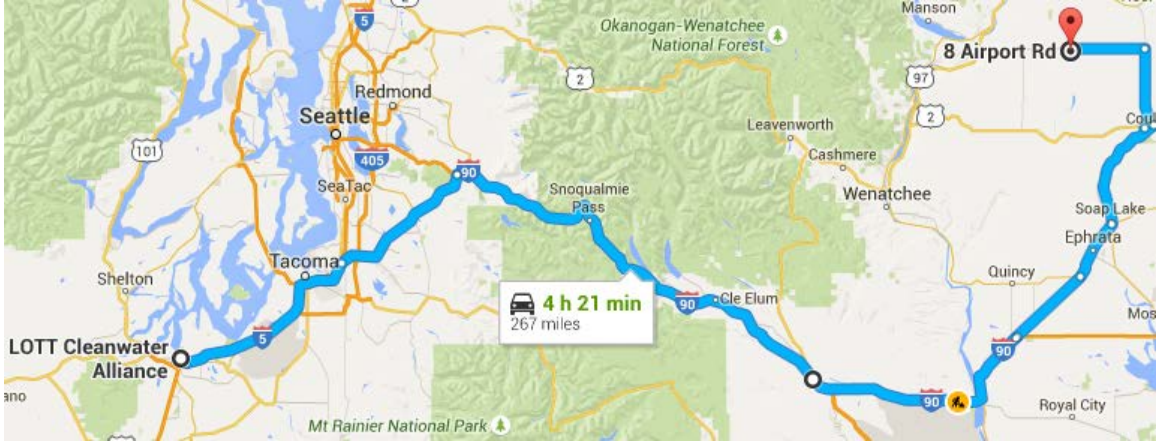
- Routes from Western WA sources located *south* of Seattle
- Routes from Western WA sources located *north* of Seattle
- Routes from Eastern WA sources located east of Mansfield near Spokane
- Routes from Central WA sources located *south* of Mansfield
- Routes from Central WA sources located *north* of Mansfield

Routes from Western WA sources located *south* of Seattle:

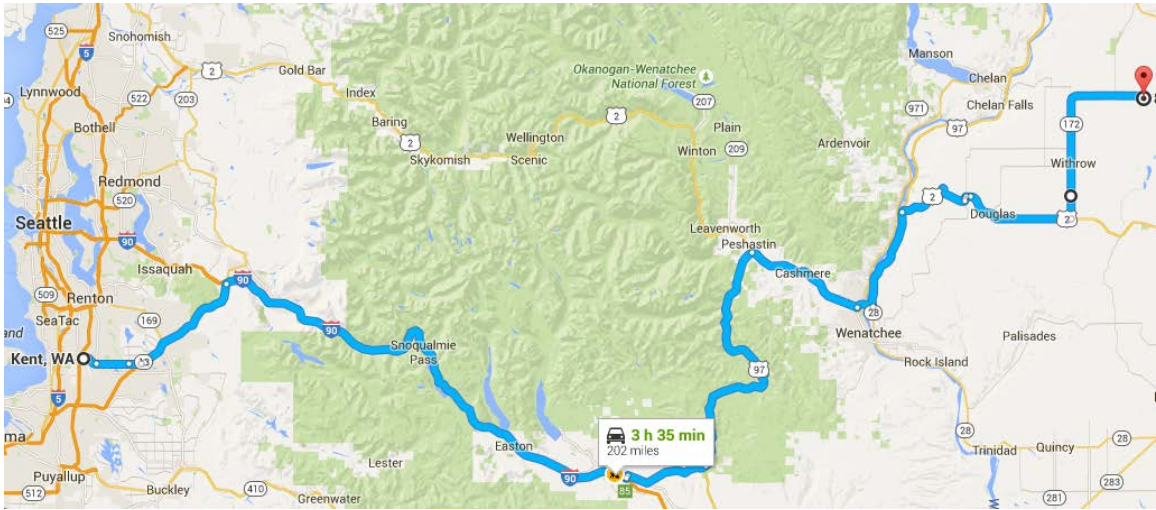
Option #1: I-5 North from Olympia to SR-18 East to I-90 East to US 970 to US-97 North to US-97/US-2 to US-2 East to SR-172 arriving in Mansfield, WA. Total distance traveled 240 miles.



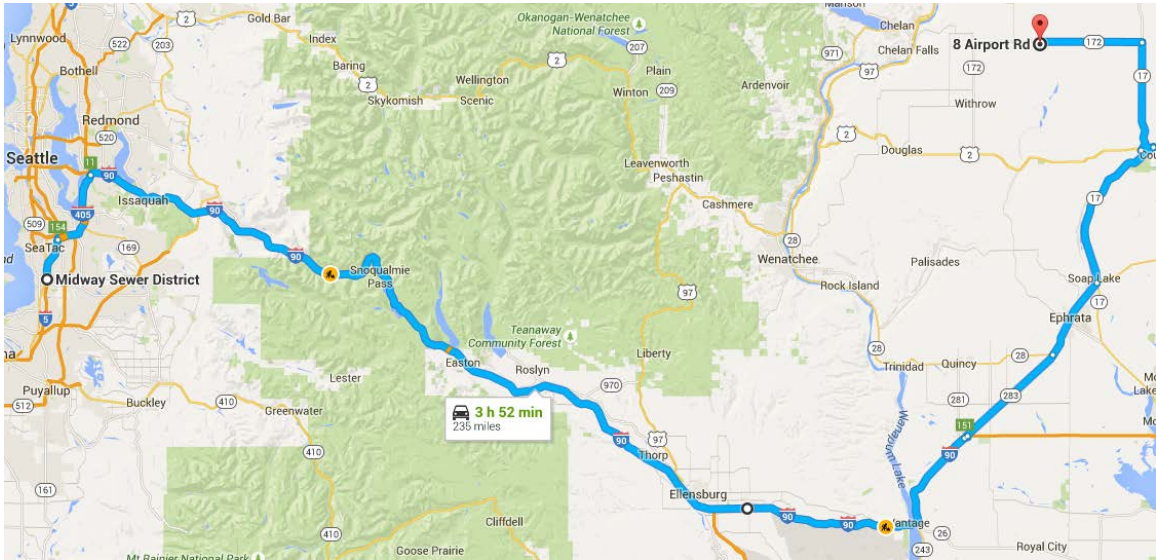
Option #2: I-5 North from Olympia to SR-18 East to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 268.4 miles.



Option #3: I-5 N to WA-18 E to I-90 E to US 970 to US-97 N to US-97/US-2E to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 202 miles.



Option #4: I-5 N to I-405 N to I-90 E to Exit 151 then N on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 235 miles.

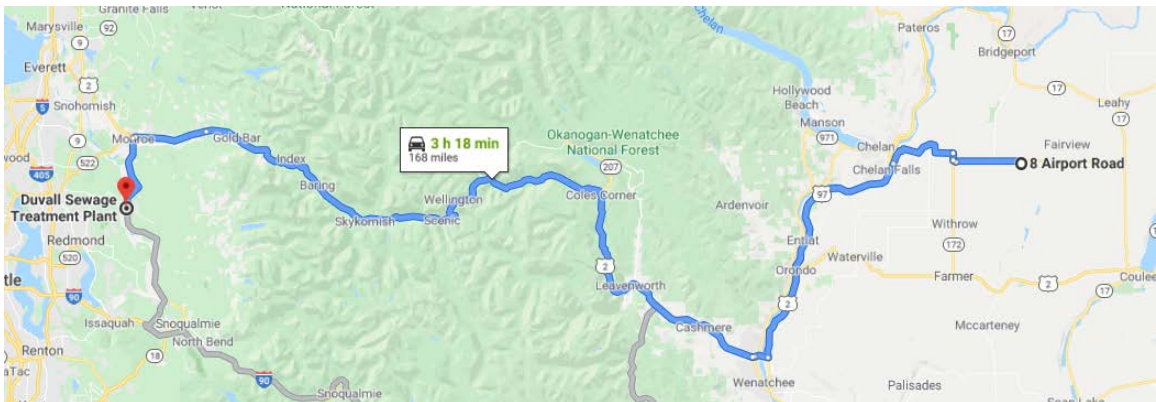


Routes from Western WA sources located north of Seattle:

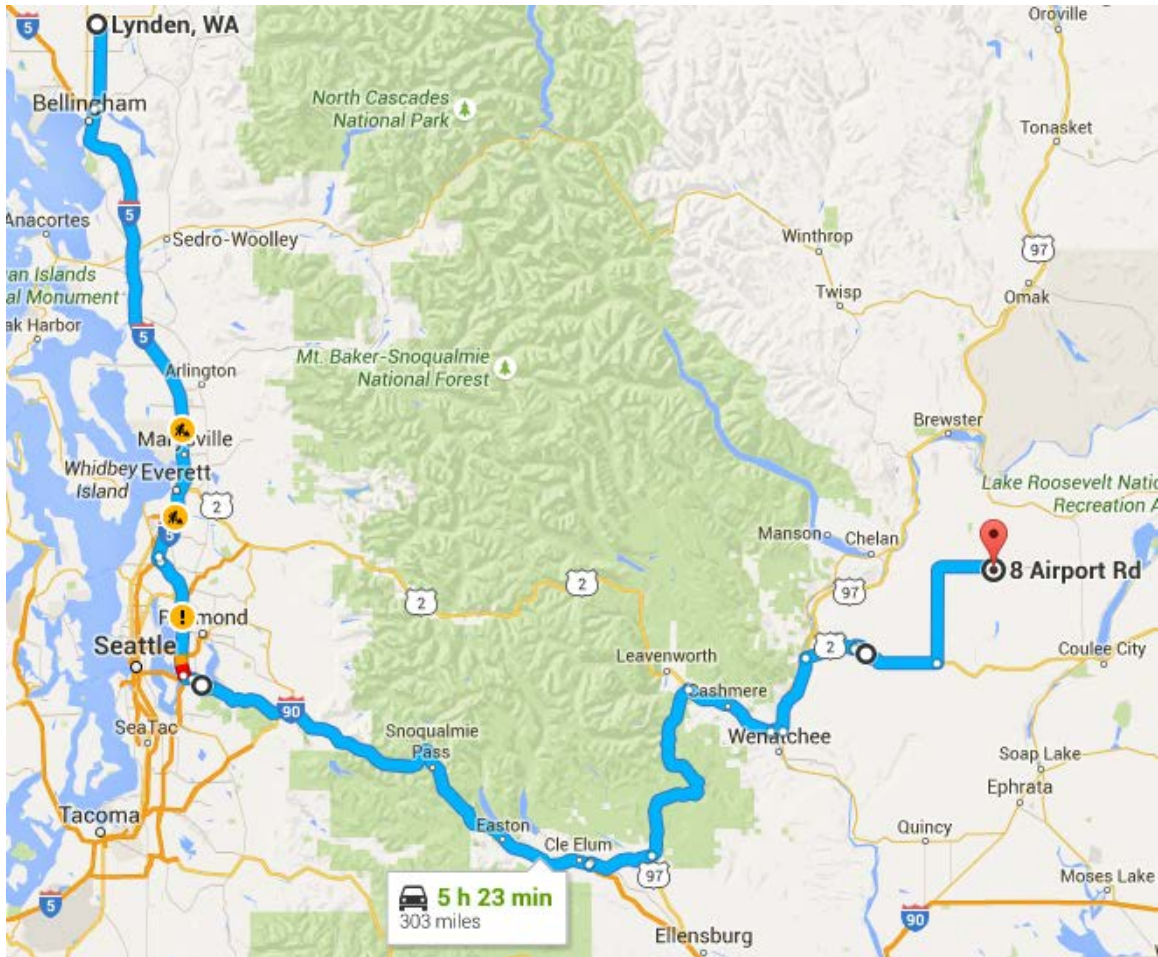
Option #1: I-5 S from Bellingham to US-2 E to US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 248 miles.



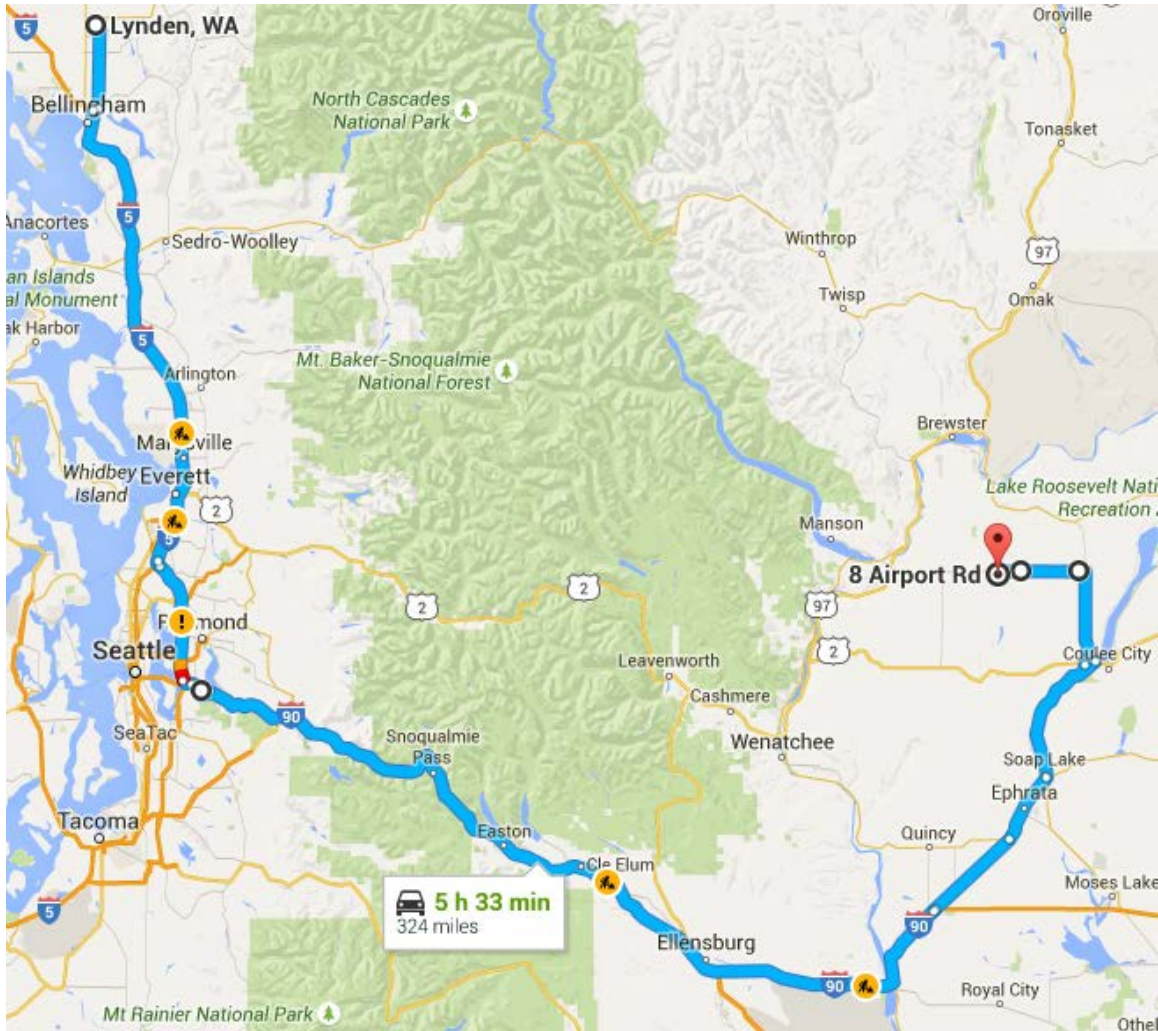
Option #2: WA-203 N to US-2/ US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 169 miles.



Option #3: I-5 S to I-405 S to I-90 Et to US 970 to US-97 N to US-97/US-2 to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 303 miles.

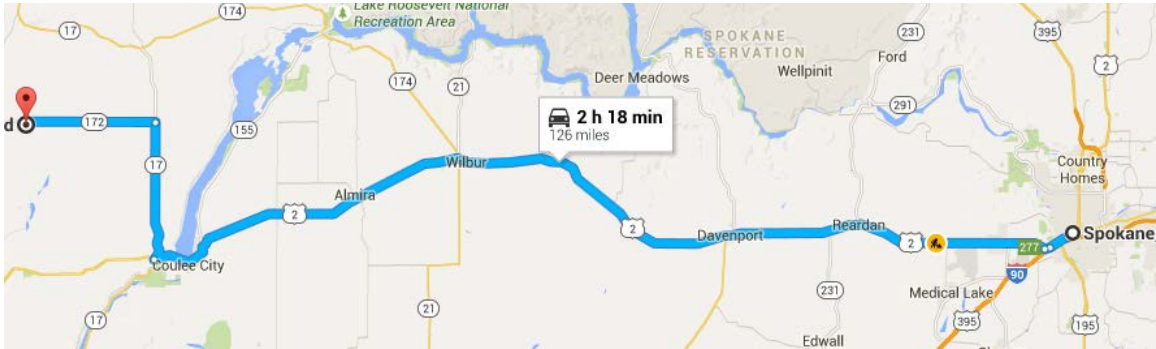


Option #4: I-5 S to I-405 S to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 324 miles.

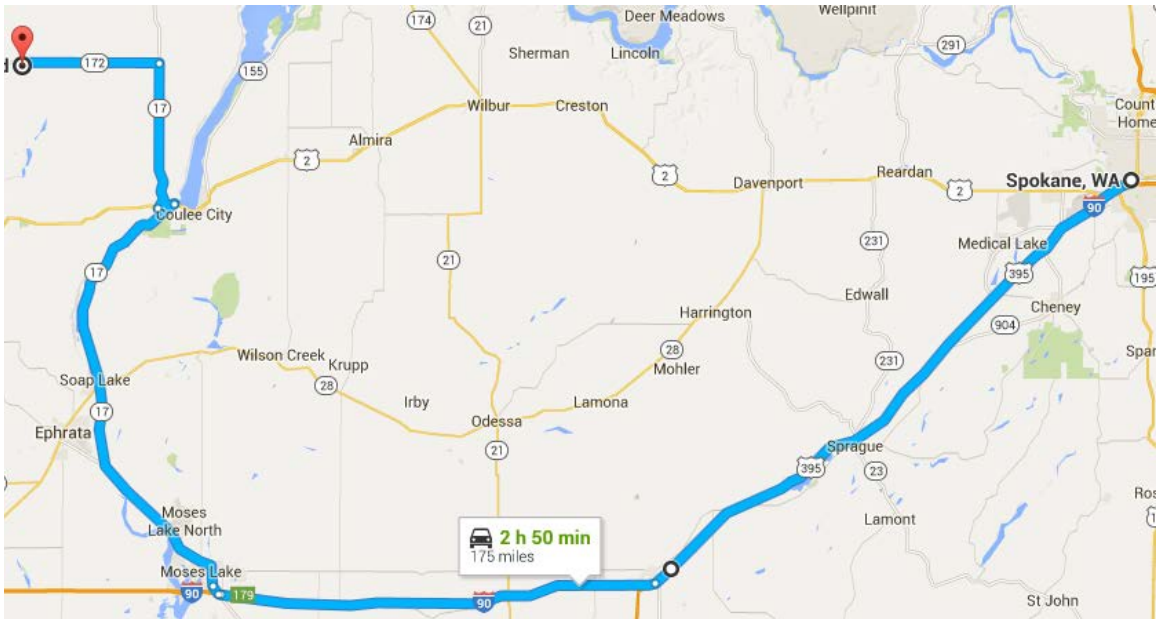


Routes from Eastern WA sources located east of Mansfield near Spokane:

Option #1: I-90 W from Spokane to US-2 West to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 126 miles.

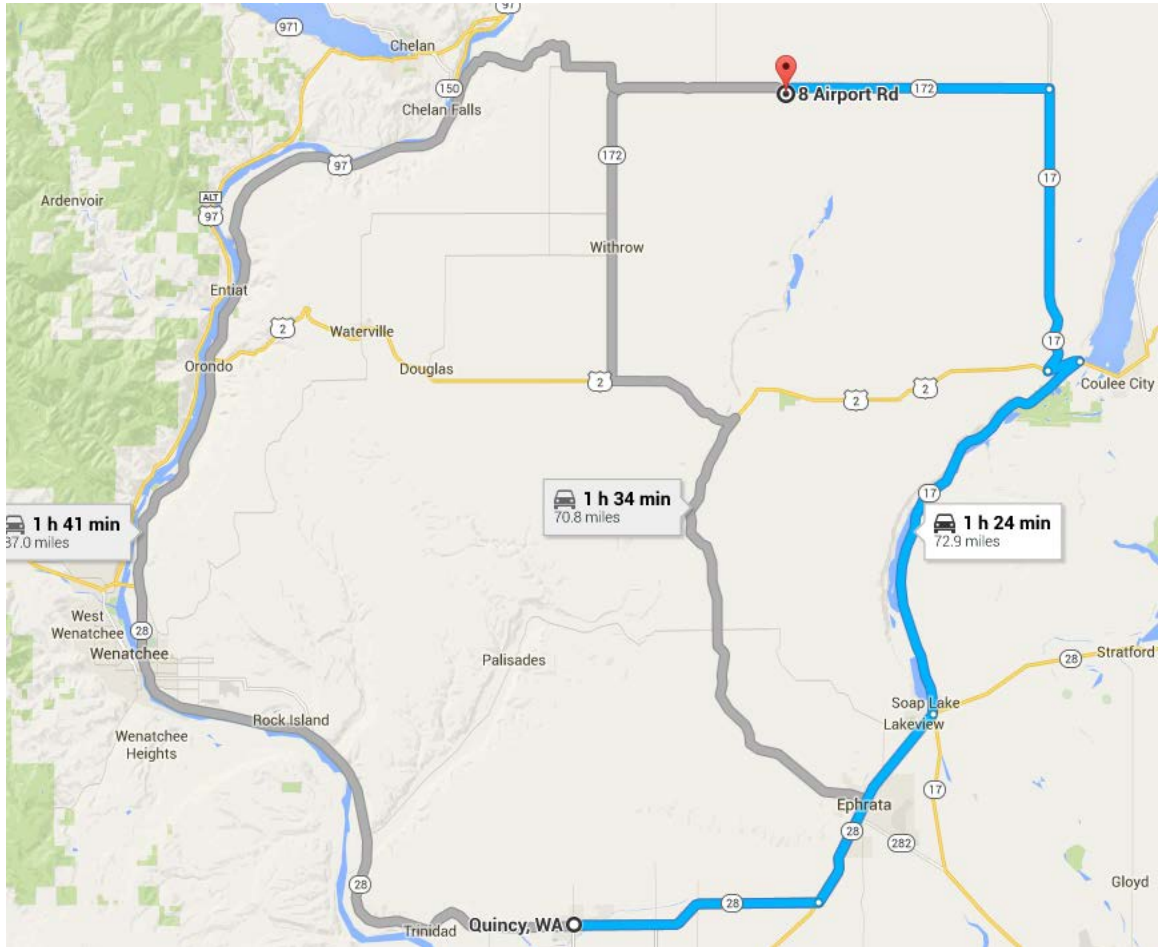


Option #2: I-90 W from Spokane to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 175 miles.

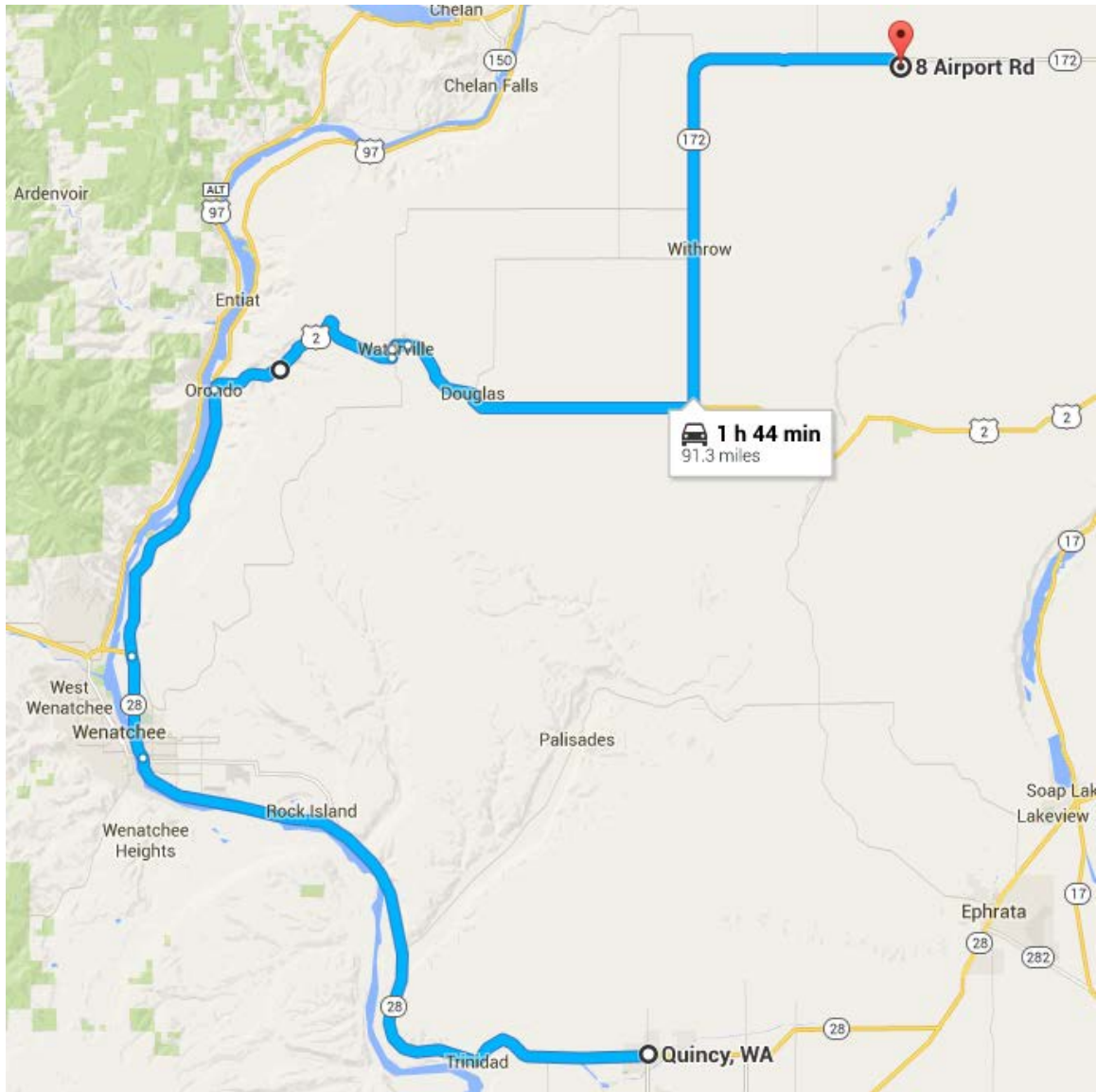


Routes from Central WA sources located south of Mansfield:

Option #1: WA-28 E from Quincy to WA-17 N to SR-172 W arriving in Mansfield, WA.
Total distance traveled 72.9 miles

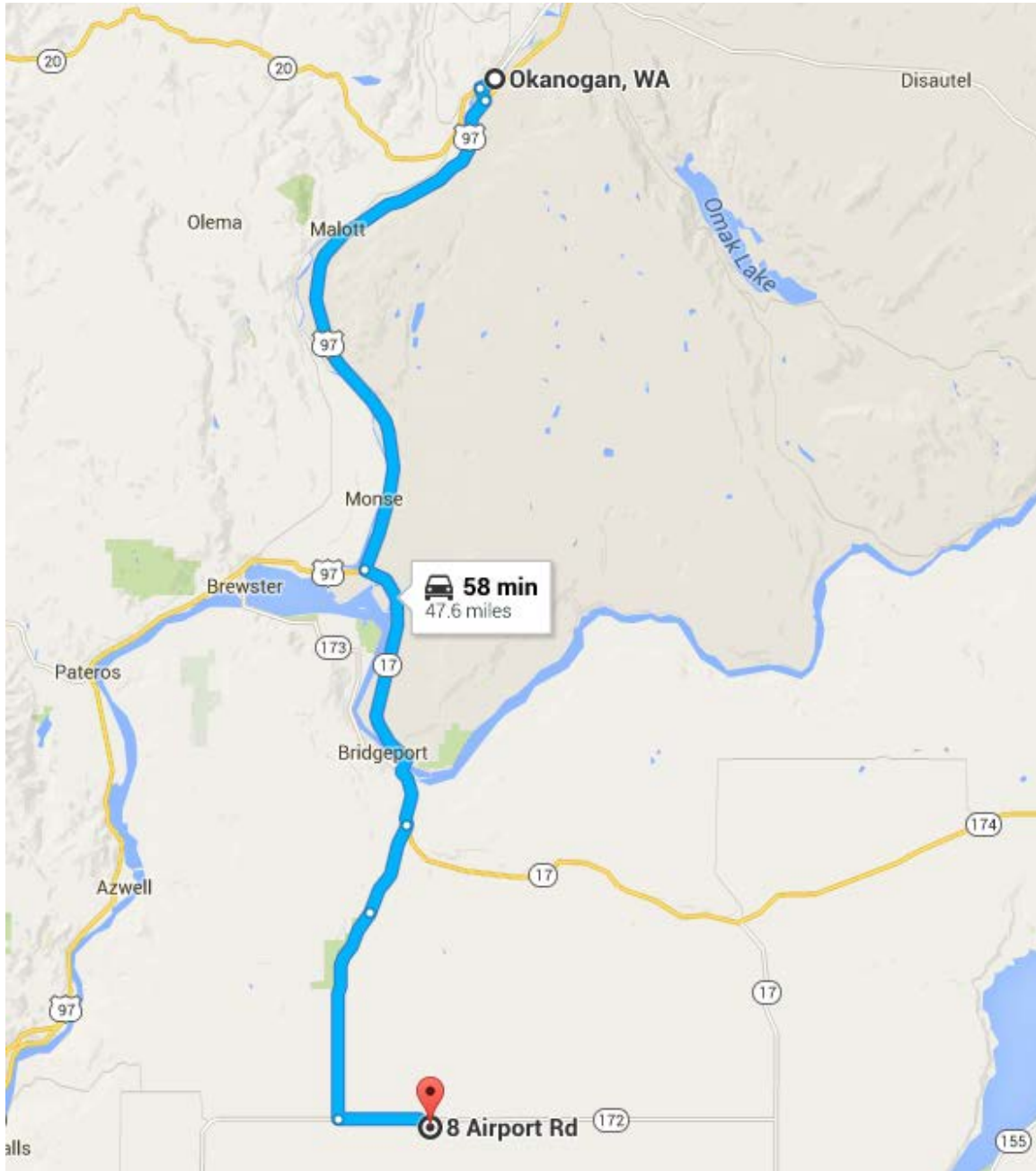


Option #2: WA-28 W from Quincy to US-2 E to SR-172 W arriving in Mansfield, WA.
Total distance traveled 91.3 miles



Routes from Central WA sources located north of Mansfield:

Option #1: US-97 S from Okanogan to WA-17 S to Bridgeport Hill Rd. arriving in Mansfield, WA. Total distance traveled 47.6 miles



ATTACHMENT 2

PRIMARY RESPONSE CONTRACTORS

Primary Response Contractors (PRCs) are companies or cooperatives that support plan holders in responding to spills when they occur. To be cited by a plan holder to meet planning standards, the contractor must be approved by Ecology. (Source: <https://ecology.wa.gov/Regulations-Permits/Plans-policies/Contingency-planning-for-oil-industry/Primary-response-contractors>)

State-approved primary response contractors

These approved primary response contractors may be listed in oil spill contingency plans.

<u>Able Clean-up Technologies, Inc.</u> 4117 E. Nebraska Ave. Spokane, WA 99217 509-466-5255 Expires 12/10/2021	360-423-6316 Expires 06/13/2021	425-252-1300 Expires 04/24/2021
<u>Big Sky Industrial</u> 9711 W. Euclid Road Spokane, WA 99224 509-624-4949 Expires 12/10/2021	<u>Clean Harbors Environmental</u> 12404 SE Jennifer St. Clackamas, OR 97015 800-645-8265 Expires 08/14/2020	<u>NRC Environmental Services</u> 9520 - 10th Ave. S., Suite 150 Seattle, WA 98108 206-607-3000 Expires 03/20/2022
<u>Clean Rivers Cooperative, Inc.</u> 200 SW Market, Suite 190 Portland, OR 97201 503-220-2040 Expires 05/09/2021	<u>Focus Wildlife</u> PO Box 944 Anacortes, WA 98221 800-578-3048 Expires 09/09/2023	<u>PRO-ENVIRO Motor Vehicle Spill Response</u> 420 H St. NW, Suite C Auburn, WA 98001 253-245-5455 Expires 3/23/2023
<u>Cowlitz Clean Sweep, Inc.</u> (CCS) 55 International Way Longview, WA 98632	<u>Global Diving and Salvage</u> 3840 W. Marginal Way SW Seattle, WA 98106 206-623-0621 Expires 5/22/2023	<u>Tidewater Barge Lines/Tidewater Terminal Company</u> 6305 NW Old Lower River Road Vancouver, WA 98660 800-562-1607 Expires 12/10/2021
	<u>Marine Spill Response Corp.</u> 1330 Industry St., #100 Everett, WA 98023-7123	

(List added to Spill Prevention & Response Plan on 10/10/2020.)



King County

Office of Risk Management Services
Department of Executive Services
500 Fourth Ave #320
Seattle, WA 98104
(206) 263-2250

KING COUNTY CERTIFICATE OF SELF-INSURANCE

April 1, 2020 – April 1, 2021

This letter is to certify that King County is fully self-funded for all of its liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

King County, charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property.

This letter is also to certify that King County is protected from physical loss under the County's blanket property insurance policy. The policy is an "All Risk" policy that provides the County with protection for all County property wherever located.

Please note that this certificate is issued for informational purposes only and neither confers any rights, nor constitutes an agreement between King County and any other party.

If you have any questions, please do not hesitate to contact the King County Office of Risk Management Services, Insurance and Contracts group at the phone number above.

Sincerely,

The Office of Risk Management Services
Insurance and Contracts Group

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Award Bid for Industrial Condensate Pipeline Hannegan Manhole Project	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
1) Certified Bid Tabulation 2) Reichhardt & Ebe Engineering letter - Recommendation to Award		
Summary Statement:		
<p>Staff recently solicited bids for the Industrial Condensate Pipeline Hannegan Manhole project. This project places manholes on the old raw water line so that it can be lined using a cured in place product and then used to convey industrial condensate to a planned new outfall into the Nooksack River. Two bids were received on November 10, 2020. Reichhardt and Ebe Engineering prepared the attached Bid Tabulation.</p> <p>The Public Works Committee at their November 4th meeting concurred that the bid results could be forwarded directly to City Council after informing them of the results. The Committee was advised of the bids and concurred to recommend award to Premium Services, Inc., the lowest responsive and responsible bidder, in the amount of \$82,528.84, including Washington State Sales Tax. This project will be funded in part with Department of Commerce funds. The balance of the funding will be from Water Capital.</p>		
Recommended Action:		
<p>That City Council award the contract for the Industrial Condensate Pipeline Hannegan Manhole project to Premium Services, Inc. in the amount of \$82,528.84, including Washington State Sales Tax, and authorize the Mayor to sign the contract.</p>		



November 10, 2020

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Mark Sandal, Programs Manager

Re: City of Lynden
Industrial Condensate Pipeline – Hannegan Manholes

Recommendation to Award

Dear Mark,

We have reviewed all construction bid proposals for the above referenced project. Premium Services, Inc. provided the lowest responsive bid at \$82,528.84, including tax.

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

1. Required project funds are available.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nathan Zylstra', with a long horizontal flourish extending to the right.

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



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



Called By: For:		City of Lynden INDUSTRIAL CONDENSATE PIPELINE - HANNEGAN MANHOLES 300 4th Street Lynden, WA 98264				Engineer's Estimate		1 Premium Services, Inc. 3212 Mt Baker Highway Bellingham, WA 98226 360-410-1764		2 Len Honcoop Gravel, Inc, 8911 Guide Meridian Lynden, WA 98264 360-354-4763		Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
By: Date:		Nathan Zylstra, P.E. November 10, 2020											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,208.25	\$ 10,208.25	\$ 8,604.13	\$ 1,604.13		
2	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00	\$ 250.00	\$ 250.00	\$ 550.00	\$ 300.00		
3	Temporary Trench Patch	650	SF	\$ 5.00	\$ 3,250.00	\$ 4.00	\$ 2,600.00	\$ 2.89	\$ 1,878.50	\$ 3.45	\$ 0.55		
4	Project Temporary Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,346.34	\$ 3,346.34	\$ 2,923.17	\$ 423.17		
5	Clearing and Grubbing	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,255.86	\$ 1,255.86	\$ 1,127.93	\$ 127.93		
6	Removal of Structures and Obstructions	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 1,400.00	\$ 1,400.00	\$ 1,379.44	\$ 1,379.44	\$ 1,389.72	\$ 10.28		
7	Sawcut ACP	700	LF-IN	\$ 1.00	\$ 700.00	\$ 0.35	\$ 245.00	\$ 1.05	\$ 735.00	\$ 0.70	\$ 0.35		
8	Embankment Compaction	25	CY	\$ 10.00	\$ 250.00	\$ 8.00	\$ 200.00	\$ 29.70	\$ 742.50	\$ 18.85	\$ 10.85		
9	Gravel Borrow Incl. Haul	380	TON	\$ 25.00	\$ 9,500.00	\$ 16.00	\$ 6,080.00	\$ 8.12	\$ 3,085.60	\$ 12.06	\$ 3.94		
10	Shoring or Extra Excavation Class B	425	SF	\$ 1.00	\$ 425.00	\$ 0.10	\$ 42.50	\$ 0.70	\$ 297.50	\$ 0.40	\$ 0.30		
11	Crushed Surfacing Top Course	21	TON	\$ 50.00	\$ 1,050.00	\$ 60.00	\$ 1,260.00	\$ 111.50	\$ 2,341.50	\$ 85.75	\$ 25.75		
12	Commercial HMA	21	TON	\$ 500.00	\$ 10,500.00	\$ 200.00	\$ 4,200.00	\$ 346.50	\$ 7,276.50	\$ 273.25	\$ 73.25		
13	Manhole 48 In. Diam. Type 1	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 9,000.00	\$ 9,000.00	\$ 8,427.51	\$ 8,427.51	\$ 8,713.76	\$ 286.25		
14	Manhole 48 In. Diam. Type 3	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 6,600.00	\$ 26,400.00	\$ 5,761.79	\$ 23,047.16	\$ 6,180.90	\$ 419.11		
15	PVC Sanitary Sewer Pipe 12 In. Diam.	43	LF	\$ 50.00	\$ 2,150.00	\$ 22.00	\$ 946.00	\$ 168.84	\$ 7,260.12	\$ 95.42	\$ 73.42		
16	PVC Sanitary Sewer Pipe 18 In. Diam.	10	LF	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 245.33	\$ 2,453.30	\$ 172.67	\$ 72.66		
17	Silt Fence	80	LF	\$ 5.00	\$ 400.00	\$ 7.00	\$ 560.00	\$ 14.32	\$ 1,145.60	\$ 10.66	\$ 3.66		
18	Check Dam	50	LF	\$ 15.00	\$ 750.00	\$ 16.00	\$ 800.00	\$ 11.84	\$ 592.00	\$ 13.92	\$ 2.08		
19	Inlet Protection	5	EA	\$ 75.00	\$ 375.00	\$ 50.00	\$ 250.00	\$ 135.02	\$ 675.10	\$ 92.51	\$ 42.51		
20	Seeding and Mulching by Hand	110	SY	\$ 15.00	\$ 1,650.00	\$ 9.00	\$ 990.00	\$ 15.52	\$ 1,707.20	\$ 12.26	\$ 3.26		
21	Pothole Existing Underground Utility	6	EA	\$ 500.00	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 1,242.94	\$ 7,457.64	\$ 921.47	\$ 321.47		
22	Repair Existing Public and Private Facilities	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -		
Subtotal					\$ 73,300.00		\$ 75,923.50		\$ 90,562.62				
Sales Tax, 8.7%					\$ 6,377.10		\$ 6,605.34		\$ 7,878.95				
TOTAL					\$ 79,677.10		\$ 82,528.84		\$ 98,441.57				

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Award Bid for Industrial Condensate Pipeline Cured in Place Pipe	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
1) Certified Bid Tabulation 2) Reichhardt & Ebe Engineering letter - Recommendation to Award		
Summary Statement:		
<p>Staff recently solicited bids for the Industrial Condensate Pipeline Cured in Place Pipe (CIPP) project. Three bids were received on November 10, 2020. Reichhardt and Ebe Engineering prepared the attached Bid Tabulation.</p> <p>The Public Works Committee at their November 4th meeting concurred that the bid results could be forwarded directly to City Council after informing them of the results. The Committee was advised of the bids and concurred to recommend award to Michels Corporation, the lowest responsive and responsible bidder, in the amount of \$107,169.50, including Washington State Sales Tax. This project will be funded in part with Department of Commerce funds. The balance of the funding will be from Water Utility Capital (Fund 401).</p>		
Recommended Action:		
<p>That City Council award the contract for the Industrial Condensate Pipeline Cured in Place Pipe project to Michels Corporation in the amount of \$107,169.50, including Washington State Sales Tax, and authorize the Mayor to sign the contract.</p>		



November 10, 2020

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Mark Sandal, Programs Manager

Re: City of Lynden
Industrial Condensate Pipeline CIPP

Recommendation to Award

Dear Mark,

We have reviewed all construction bid proposals for the above referenced project. Michels Corporation provided the lowest responsive bid at \$107,169.50, including sales tax.

We recommend that you award the contract to Michels Corporation subject to the following:

1. Required project funds are available.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nathan Zylstra', is written over a horizontal line.

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



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

Called By: For:	City of Lynden INDUSTRIAL CONDENSATE PIPELINE CIPP 300 4th Street Lynden, WA 98264			Engineer's Estimate		1 Michels Corporation 1715 16th St SE Salem, OR 97302 503-364-1199		2 Insta-Pipe Inc. 855 Trosper Rd, 108-204 Tumwater, WA 98512 360-943-5840		2 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005 636-530-8000		Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
By: Date:	CERTIFIED TABULATION OF BIDS RECEIVED Nathan Zystra, P.E. November 10, 2020												
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 29,760.00	\$ 29,760.00	\$ 5,000.00	\$ 5,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,753.33	\$ 10,366.69
2	Project Temporary Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 711.00	\$ 711.00	\$ 6,000.00	\$ 6,000.00	\$ 9,800.00	\$ 9,800.00	\$ 5,503.67	\$ 3,727.13
3	CIPP 12 In. Diam.	1,343	LF	\$ 67.50	\$ 90,652.50	\$ 47.00	\$ 63,121.00	\$ 67.00	\$ 89,981.00	\$ 68.00	\$ 91,324.00	\$ 60.67	\$ 9.67
4	Repair Existing Public and Private Facilities	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
Subtotal					\$ 106,652.50		\$ 98,592.00		\$ 105,981.00		\$ 118,624.00		
Sales Tax, 8.7%					\$ 9,278.77		\$ 8,577.50		\$ 9,220.35		\$ 10,320.29		
TOTAL					\$ 115,931.27		\$ 107,169.50		\$ 115,201.35		\$ 128,944.29		



CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Award Bid for B.C. Avenue to 8 th Street Cured in Place Pipe on Sewer Line	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
1) Certified Bid Tabulation 2) Reichhardt & Ebe Engineering letter - Recommendation to Award		
Summary Statement:		
<p>Staff recently solicited bids for the B.C. Avenue to 8th Street Cured in Place Pipe (CIPP) project. This project cost effectively rehabilitates old, deteriorated sewer lines by lining the pipe with a durable plastic liner. Three bids were received on November 10, 2020. Reichhardt and Ebe Engineering prepared the attached Bid Tabulation.</p> <p>The Public Works Committee at their November 4th meeting concurred that the bid results could be forwarded directly to City Council after informing them of the results. The Committee was advised of the bids and concurred to recommend award to Insta-Pipe, Inc., the lowest responsive and responsible bidder, in the amount of \$80,059.72, including Washington State Sales Tax. The project will be funded by Wastewater Utility Capital (Fund 405).</p>		
Recommended Action:		
<p>That City Council award the contract for the B.C. Avenue to 8th Street Cured in Place Pipe project to Insta-Pipe, Inc. in the amount of \$80,059.72, including Washington State Sales Tax, and authorize the Mayor to sign the contract.</p>		



November 10, 2020

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Mark Sandal, Programs Manager

Re: City of Lynden
CIPP BC Avenue to 8th Street

Recommendation to Award

Dear Mark,

We have reviewed all construction bid proposals for the above referenced project. Insta-Pipe, Inc. provided the lowest responsive bid at \$80,059.72, including sales tax. It is noted that Insta-Pipe, Inc. did not acknowledge receipt of Addendum 1 on the Bid Proposal Signature and Addendum Acknowledgement (pg. 11), however they did include a copy of the Addendum in their bid proposal package which can be interpreted that they are aware of the addendum. Further, in accordance with Section 1-02.13 of the special provisions "A proposal may be considered irregular and may be rejected if: c. Receipt of Addenda is not acknowledged;" (emphasis added)

Therefore, we recommend that you award the contract to Insta-Pipe, Inc. subject to the following:

1. Verbal confirmation with Insta-Pipe, Inc. that indeed they acknowledge Addendum 1 and that their bid proposal accounts for the requirements therein, and;
2. Required project funds are available.

Sincerely,

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



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

Called By: City of Lynden For: CIPP BC AVE. TO 8TH STREET 300 4th Street Lynden, WA 98264				Engineer's Estimate		1 Insta-Pipe, Inc. 855 Trosper Rd, 108-204 Tumwater, WA 98512 360-943-5840		2 Insituform Technologies, LLC 17988 Edison Sve Chesterfuiei, MO 63005 636-530-8000		3 Michels Corporation 1715 16th St SE Salem Or 97302 503-364-1199		Average (Excluding Engineer's Estimate)		Standard Deviation (Excluding Engineer's Estimate)	
By: Nathan Zylstra, P.E. Date: November 10, 2020		CERTIFIED TABULATION OF BIDS RECEIVED													
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 12,084.00	\$ 12,084.00	\$ 29,814.00	\$ 29,814.00	\$ 15,632.67	\$ 10,436.42		
2	Project Temporary Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,555.00	\$ 4,555.00	\$ 602.00	\$ 602.00	\$ 2,885.67	\$ 1,671.25		
3	CIPP 8 In. Diam.	1,050	LF	\$ 45.00	\$ 47,250.00	\$ 43.00	\$ 45,150.00	\$ 48.00	\$ 50,400.00	\$ 47.00	\$ 49,350.00	\$ 46.00	\$ 2.16		
4	Protruding Side Service Removal	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,001.00	\$ 2,002.00	\$ 703.00	\$ 1,406.00	\$ 719.00	\$ 1,438.00	\$ 807.67	\$ 136.86		
5	Reinstate Side Sewer	26	EA	\$ 500.00	\$ 13,000.00	\$ 500.00	\$ 13,000.00	\$ 169.00	\$ 4,394.00	\$ 190.00	\$ 4,940.00	\$ 286.33	\$ 151.33		
6	Repair Existing Public and Private Facilities	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -		
Subtotal					\$ 74,750.00		\$ 73,652.00		\$ 77,839.00		\$ 91,144.00				
Sales Tax, 8.7%					\$ 6,503.25		\$ 6,407.72		\$ 6,771.99		\$ 7,929.53				
TOTAL					\$ 81,253.25		\$ 80,059.72		\$ 84,610.99		\$ 99,073.53				



CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
Name of Agenda Item:	2021 SCORE Inmate Housing Amendment	
Section of Agenda:	Consent Agenda	
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 checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	2021 SCORE Amendment to Original Agreement for Inmate Housing	
Summary Statement:	The amendment includes a booking fee, which is waived until December 31, 2021.	
Recommended Action:	It is recommended that the Council approve the 2021 Amendment and authorize the Mayor's signature.	

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of _____, 2020 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the _____ (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Interlocal Agreement for Inmate Housing between the Parties dated _____, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

- 1. **EXHIBIT A. FEES AND CHARGES AND SERVICES.** Per section 4 (Compensation) of the Original Agreement is hereby amended to include the following:

Daily Housing Rates

General Population – Guaranteed Beds	\$128.00	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$184.00	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

<u>Booking Fee</u>	\$35.00	Waived until Dec. 31, 2021
--------------------	---------	----------------------------

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

- 2. **SECTION 1. DEFINITIONS:**
 - a. **Commencement Date.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective **January 1, 2021**. This Amendment to Original Agreement may be executed in any number of counterparts.
 - b. **Member City** means "Owner City" as set forth in the SCORE Public Development Authority Amended and Restated Interlocal Agreement dated December 11, 2019.

- 3. **RATIFICATION AND CONFIRMATION.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Executive Director Devon Schrum

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: 206-257-6262

Telephone:

Fax: 206-257-6310

Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum

Name:

Title: Executive Director

Title:

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	11/16/2020	
Name of Agenda Item:	Temporary Fire Station Lease Agreement	
Section of Agenda:	Consent Agenda	
Department:	Fire	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review:
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
DeJong Lease Agreement		
Summary Statement:		
<p>During the early discussions regarding the fire station renovation the planning group determined that the most cost efficient and effective time management process would be to vacate the building for the duration of the project.</p> <p>The initial plan was to move operations into the Northwood Fire Station, but negotiations fell through with District-21 so an alternate site was sought. After searching for a few months, a building was located on East Badger Road that met all the needs for a temporary station - the former Veritas building owned by Eldon and Ranae DeJong. They have agreed to allow Lynden Fire to lease the building for one year as a temporary fire station.</p> <p>The attached lease agreement was drafted by Bob Carmichael and approved by the DeJong's. The lease amount is fair and within market values for a mixed occupancy building with more than 7,000 sq. ft. of space.</p>		
Recommended Action:		
The lease agreement is presented to the City Council tonight for their review and approval.		

**LEASE
of
TEMPORARY FIRE STATION**

THIS LEASE OF TEMPORARY FIRE STATION AGREEMENT (“Agreement” or “Lease”) is made this _____ day of _____, 20__ by and between the **CITY OF LYNDEN**, a Washington municipal corporation (“City” or “Lessee”), and **E & R DEJONG, L.L.C.**, a Washington limited liability company (“DeJong” or “Lessor”). City and DeJong may be referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, the Lynden Fire Department’s (“LFD”) primary fire station (“Home Station”) is expected to undergo renovation beginning late 2020 and continuing through late 2021; and

WHEREAS, LFD will not be able to operate out of the Home Station during the renovation period and requires an alternate base of operations until the fire station becomes habitable again; and

WHEREAS, DeJong owns a parcel of real property located at 1205 East Badger Road, Lynden, Washington (“Lot”) upon which stands a two-story structure (“Facility”) consisting of four areas, namely apparatus bays, a front office, an upstairs three-bedroom apartment and a storage area/garage; and

WHEREAS, that portion of the Facility consisting of the apparatus bays, a front office and an upstairs three-bedroom apartment totaling more than 7,000 square feet (which three areas together shall be hereinafter referred to as the “Premises”) are together suitable to function as a temporary fire station for LFD; and

WHEREAS, City desires to lease the Premises from DeJong for the purpose of utilizing the Premises as a temporary fire station out of which LFD will operate while renovations on the Home Station are completed; and

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

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. DESCRIPTION. Lessor, for and in consideration of the covenants contained herein, hereby demises, lets and leases unto Lessee for operation as a temporary fire station the Premises, which represents a portion of the Facility located on the Lot owned by Lessor and legally described as:

LOT 1, DEJONG SHORT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 3, 2007, UNDER WHATCOM COUNTY AUDITOR’S FILE NO. 2070800513. SITUATE IN WHATCOM COUNTY, WASHINGTON.

TERM.

- 2.1 Primary Term. The primary term of the Lease shall be for a period of twelve (12) months, commencing on November 17, 2020 and ending on November 16, 2021.
 - 2.2 Lease Renewal. Upon expiration of the primary term, unless the Parties have agreed otherwise in a mutually-executed written instrument or as otherwise provided herein, the Lease shall automatically renew on the same terms on a month-to-month Net Lease basis, until terminated as provided herein.
3. RENT. Annual rent for the Net Lease during the primary term shall be Sixty-Two Thousand Six Hundred Twenty Dollars (\$62,620.00), payable in equal installments every six (6) months, beginning on November 17, 2020. Upon Lease renewal, following expiration of the primary term, Lessee rent shall be payable on the fifteenth day of each month in the amount of Five Thousand Two Hundred Twenty Dollars (\$5,220.00). Net Lease includes property tax portion, which is subject to change based on 2021 valuation.
4. TERMINATION. Lessor may terminate this Lease only due to a material breach by Lessee by providing twenty (20) days prior written notice of such material breach to Lessee; provided that, Lessee shall have an opportunity to cure said material breach within fourteen (14) days following receipt of such notice and in the event said breach is timely cured, Lessor's notice of termination shall not take effect.
5. SHARED ACCESS. Lessee and Lessor shall have shared access to the Premises.
6. NON-EXCLUSIVE ACCESS. Lessee shall have non-exclusive access to the storage area/garage portion of the Facility beyond the Premises ("Storage Area") as reasonably required to ensure that critical operations of the Premises as a temporary fire station are not interrupted and that Lessee is able to fulfill its obligations under this Lease. Notwithstanding the foregoing, Lessee will not use the Storage Area for storage of Lessee's personal property. Lessee shall also have non-exclusive access over and across that portion of the Lot connecting the Premises to the primary Lot entrance from the public right-of-way ("Access Point Corridor") for the purposes of ingress and egress from the Premises to the public right-of-way. At present, the primary Lot entrance is from East Badger Road. The Parties anticipate that, during the term of the Lease, Lessor will shift the primary Lot entrance to Aaron Drive. In order to maintain continuity and unhindered operations, a possible interim access may be necessary and the location determined by mutual agreement of both parties.
7. LESSOR ACCESS. Lessor shall have the right to enter the Premises at all reasonable times for the purpose of inspection or of performing repairs and maintenance. Unless an emergency situation exists, all access by Lessor to the Premises shall require no

less than twenty-four (24) hours' prior written notice. Lessor shall have the right to enter and use the Lot and Storage Area at any time, with or without notice to Lessee, provided that Lessor's entry and use of the same will not interfere with Lessee's use of the Premises as a temporary fire station or with Lessee's ability to rapidly ingress and egress from the Premises via the Access Point Corridor.

- 8. UTILITIES and FEES. Lessee shall be solely responsible for all charges for light, heat, water, telephone, cable, sanitary services and other utilities which shall be charged against the Premises during the full term of this Lease.

- 9. REPAIRS, MAINTENANCE and IMPROVEMENTS. Lessee shall, at its own expense and at all times, keep the Premises neat, clean and in a sanitary condition, and keep and use the Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to the Premises; all waste and junk shall be removed promptly. No hazardous materials of any kind shall be brought onto the Property by Lessee, other than those reasonably required as part of LFD's operations. Lessee shall maintain the Premises in as good condition as it now is, reasonable use and wear excepted, and damage by fire, flood, earthquake, and other casualty excepted. A list of Identified improvements, agreed upon by both parties following a walkthrough of the Premises, will be paid for by the Lessee. Lessor shall be responsible for maintaining and repairing the Storage Area and the Access Point Corridor and may make improvements to the same provided such improvements do not interfere with Lessee's reasonable use and enjoyment of the Premises or ability to rapidly ingress/egress from the Premises via the Access Point Corridor. Any repair or improvement work undertaken by Lessor must be accomplished in such a manner so as to assure Lessee rapid unimpeded 24-hour, 7 day per week, ingress egress access by fire trucks and all emergency vehicles. In the event that the condition of the Access Point Corridor is such that critical operations of LFD are impeded or may imminently be impeded, Lessee shall have the right, without the need to give prior notice to Lessor, to make all necessary repairs and access adjustments.

- 10. ENJOYMENT OF PREMISES. Lessee's use and enjoyment of the Premises throughout the term of this Lease shall not be disturbed. Lessor understands that Lessee will be utilizing the Premises as a temporary fire station which may result in noise, dust, glare, odors and traffic, including heavy vehicle traffic. Lessor shall take no action to interfere with or delay Lessee's use of the Premises for these purposes. Any such action taken by Lessor shall be a material breach of this Lease.

- 11. SUBLETTING or ASSIGNMENT. Lessee shall not sublet, or through any other process, transfer to any other person rental of the Premises, or any other right or privilege, without written permission of Lessor.

- 12. DEFAULT. Material breaches of this Lease by Lessee shall constitute default and be grounds for termination of the Lease. In the event of a default by Lessee, Lessor may

terminate this Lease and seek removal of Lessee from the Premises pursuant to Section 4 hereof.

13. ACCIDENTS. Lessee agrees that Lessor shall not be liable for loss arising out of damage to or destruction of personal property stored on the Premises from any defect in the Premises, latent defects excepted.
14. DESTRUCTION. In the event that any damage or destruction to the Premises or a portion of the Premises at any time during the term of this Lease renders the Premises unfit for its intended use by Lessee, the rent obligation of Lessee shall be abated to the extent any such damage or destruction prevents Lessee's intended use.
15. ABANDONED PROPERTY. Upon termination of the Lease and surrendering possession of the Premises to Lessor by Lessee, or at the completion of the rental term, any property remaining in or about the Premises shall be assumed by Lessor to be abandoned property and may be disposed of in accordance with the laws of the State of Washington.
16. INDEMNIFICATION AND HOLD HARMLESS.
 - 16.1 Lessee Obligation. Lessee shall indemnify, defend and hold harmless Lessor from any and all claims, suits, actions, damage awards, fee awards, fines or penalties, whether to person or property, or expense of any type or nature which may occur to Lessor, including reasonable attorney's fees, expert's fees and other costs, based upon the intentional or negligent acts or omissions of Lessee, its agents and/or employees in the performance of this Agreement; provided, however, that Lessee's indemnification and hold harmless obligation shall be proportionally reduced to the extent caused by Lessor's intentional or negligent acts or omissions.
 - 16.2 Lessor Obligation. Lessor shall indemnify, defend and hold harmless Lessee from any and all claims, suits, actions, damage awards, fee awards, fines or penalties, whether to person or property, or expense of any type or nature which may occur to Lessee, including reasonable attorney's fees, expert's fees and other costs, based upon the intentional or negligent acts or omissions of Lessor, its agents and/or employees in the performance of this Agreement; provided, however, that Lessor's indemnification and hold harmless obligation shall be proportionally reduced to the extent caused by Lessee's intentional or negligent acts or omissions.
 - 16.3 RCW Title 51 Waiver. For the purposes of carrying out their respective indemnification and hold harmless obligations, the Parties expressly waive any immunity a Party may otherwise have pursuant to RCW Title 51. Further, the Parties recognize and confirm that this waiver was specifically

entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

17. NOTICE and RENT PAYMENT. Any rent, notice, declaration, demand or communication to be given by a Party to this Agreement to the other shall be in writing and transmitted to the other Party by personal service or U.S. Certified Mail, postage prepaid, addressed as follows:

Lessee:	Lessor:
Fire Chief Mark Billmire	Eldon & Ranae DeJong
Lynden Fire Department	E & R DeJong L.L.C.
215 4 th Street	1205 E Badger Rd.
Lynden, WA 98264	Lynden, WA 98264

Notice shall be considered given, delivered and effective two (2) business days following the deposit thereof in the U.S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either Party may, by notice, change its address for notice.

18. RECORDING. Either Party may choose to record this Lease or a memorandum of this Lease with the Whatcom County Auditor's Office. The recording Party shall be responsible for the costs of recording and shall provide the other Party with a copy of the recorded Agreement.

19. ATTORNEY'S FEES and EXPENSES. In the event any unlawful detainer action, lawsuit, or other legal proceeding is commenced pertaining to this Lease, the prevailing party shall be entitled to recover all of its reasonable attorney's fees, costs and expenses against the non-prevailing party.

20. DISPUTE RESOLUTION. In the event of a dispute arising under or related to this Agreement, the Parties agree to submit first to mediation through JAMS (Judicial Arbitration and Mediation Services, Inc.) or a substantially similar mediation service. In the event that, after participation in mediation the dispute remains unresolved, the dispute shall be resolved exclusively in binding arbitration through JAMS or such other arbitrator or arbitration service agreed upon by the Parties, and pursuant to RCW 7.04A. The arbitration award may be confirmed as a judgment. The prevailing party in any such dispute shall be entitled to an award of actual attorney's fees, costs and expenses against the non-prevailing party.

21. SEVERABILITY. Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

22. NONWAIVER of BREACH. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such

provision. Waiver of any breach of any provision of this Agreement does not constitute waiver of any succeeding breach of such provision or a waiver of such provision itself.

23. NO THIRD-PARTY BENEFICIARY. No right, privilege or immunity of any Party under this Agreement shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Agreement, except as may be specifically provided herein.

24. MODIFICATION. This Agreement may not be modified or amended except by the mutually-executed written instrument of the Parties.

25. GOVERNING LAW and VENUE. This Agreement shall be construed under the laws of the State of Washington. The venue of any legal action brought under the terms of this Agreement shall be in the Superior Court for Whatcom County, State of Washington.

26. NUMBER, GENDER and HEADINGS. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All paragraph headings and/or captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. No oral or written statements made by either Party prior to or following entry of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above written.

LESSEE: CITY OF LYNDEN

By:

Its:

LESSOR: E & R DEJONG, L.L.C.

By:
Its:

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 20__, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ 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 WHATCOM)

On this ____ day of _____, 20__, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of **E & R DEJONG, L.L.C.**, a Washington limited liability company, who acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said company.

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: _____

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Set Date for the Final Public Hearing on the 2021 Preliminary Budget	
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:		
As published, 7:00PM on December 7, 2020 is the time and date set for the Final Public Hearing on the 2021 Preliminary Budget as presented to the City Council by Mayor Korthuis at the October 19th City Council meeting.		
Recommended Action:		
Conduct the required public hearing.		

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Public Hearing for Revisions to the Project Manual for Engineering Design and Development Standards	
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:	Proposed Resolution No. 1026	
Summary Statement:	<p>The Project Manual for Engineering Design and Development Standards was adopted by City Council on April 5, 2004 and was updated in November 2006 and November 2010. These standards are required by the City’s Growth Management Act and include street, water, sewer, and storm drainage standards. The manual also addresses access issues, permitting processes and procedures, and includes various forms necessary in the development process.</p> <p>In response to inquiries, changes in technology, and the direction of various City Committees, additions, deletions and/or clarifications have been made to the Project Manual for Engineering Design and Development Standards. Staff is now presenting proposed Resolution No. 1026 along with a list of revisions for Council review.</p> <p>The Public Works Committee reviewed the updates at their October 4, 2020 meeting and recommended that they be forwarded to City Council for consideration.</p> <p>The Public Hearing was scheduled for November 16, and numerous engineers and consultants were provided with the proposed updates and asked to provide comments. However, a delay in publishing the public notice will not allow adequate time for public comment.</p>	
Recommended Action:	That City Council open the Public Hearing tonight and continue the hearing to the December 4, 2020 City Council meeting at which time all comments on Resolution No. 1026 – Amendment to the Project Manual for Engineering Design and Development Standards will be submitted.	

RESOLUTION NO. 1026

A RESOLUTION REVISING THE PROJECT MANUAL FOR ENGINEERING DESIGN AND DEVELOPMENT STANDARDS FOR THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON AMENDING RESOLUTION NO. 827

WHEREAS, the City of Lynden, Whatcom County, Washington last adopted the Project Manual for Design and Development Standards in February 2011; and

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

LIST OF REVISED TEXT BY DIVISION:

DIVISION 2 APPLICANT CHECKLIST

Full Section Revision.

DIVISION 3 CONSTRUCTION PLAN REQUIREMENTS

- Section 3.1.B.9** Added Section requiring designation of all facilities as publicly or privately owned on all development plans.
- Section 3.1.C** Updated title of section 3.2.
- Section 3.2** Updated RCW and WAC references.

DIVISION 4 STREET DESIGN STANDARDS

- Section 4.3.B.2** Added section to clarify private bridge requirements. Renumbered following points 5-9.
- Section 4.4.A** Updated HMA terminology.
- Section 4.4.B** Updated HMA terminology.
- Section 4.4.C.1** Updated WSDOT section reference.
- Section 4.6.A** Added note that design speed shall be 10 mph over posted speed limit.
- Section 4.6.B** Updated figure references, and added WSDOT design manual references.
- Section 4.7.B** Updated WSDOT design references.
- Section 4.8.B** Added requirement for curblineline radius at bulb intersections.
- Section 4.8.D** Added site obstruction requirements.
- Section 4.9.A** Updated WSDOT Design Manual Reference.
- Section 4.9.B.1** Updated WSDOT Design Manual Reference.
- Section 4.9.C** Updated WSDOT Design Manual Reference.
- Section 4.13** Updated figure references.
- Section 4.13.A** Updated figure references.
- Section 4.13.D** Removed repeated references.
- Section 4.13.E** Removed repeated references.

- Section 4.13.G** **Removed repeated references.**
- Section 4.13.J** **Added section to require monument data be submitted to the City.**
- Section 4.15** **Full section revision.**
- Section 4.16.F** **Full section text revision.**
- Section 4.18** **Full section revision.**
- Section 4.19** **Added LED requirement for illumination.**
Revised allowable luminaires.
- Section 4.22.B.3** **Updated HMA terminology.**
- Section 4.22.B.4** **Removed Petrotac requirement at joints.**
- Section 4.23** **Added table 4-4 for parking lots.**
- Section 4.26.1** **Updated WSDOT Design Manual reference.**
- Section 4.26.2** **Updated AASHTO Guide reference.**
- Section 4.26** **Updated bike trail width requirement, and reference figure.**
- Section 4.27** **Added City Trail section.**

DIVISION 5 SITE ACCESS/DRIVEWAYS

- Section 5.5.A** **Revised section formatting. Information is unchanged.**
- Section 5.5.B** **Added section for corner clearances from roundabouts, with associated figures and tables.**
- Section 5.5.C** **Added section for corner clearances exceptions.**
- Section 5.5.D** **Added section access points near stop or signalized intersections.**

DIVISION 6 WATER DESIGN STANDARDS

- Section 6.2.C.3** **Revised flow velocity requirements.**
- Section 6.2.L** **Specified material that thrust blocking can be placed against.**
- Section 6.3.L** **Specified that duplexes, triplexes, and fourplexes need to be individually metered.**

DIVISION 7 SEWER DESIGN STANDARDS

- Section 7.3.D.1** **Added requirement for frost free hose bib within 10'-0" of wet well hatch.**
Added that premanufactured wet wells can be accepted upon approval from the City.
- Section 7.4.C.2** **Added limit of 2 services on a single 6" sewer service.**

DIVISION 8 STORM DRAINAGE AND EROSION CONTROL

- Section 8.2.4** **Added section to require digital copy of stormwater models to be submitted to the City of Lynden.**

DIVISION 9 STANDARD FORMS

Full Section Revision.

DIVISION 10 PERMIT APPLICATIONS

Full Section Revision.

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 4-2

- Updated HMA terminology.
- Added notes 8-10.

Figure 4-3

- Updated HMA terminology.
- Added notes 3,4,6-9.

Figure 4-4

- Updated HMA terminology.
- Added notes 3,4,6-9.

Figure 4-5

- Updated HMA terminology.
- Removed specific shoulder requirements.

Figure 4-6

- Figure added for fill slopes.

Figure 4-7

- Figure added for City trail section.

Figure 4-9

- Updated object height requirements.
- Added 18' distance requirement from drivers' eye to edge of traveled way.

Figure 4-12

- Figure added for monument in pavement.

Figures 4-14 through 4-17

- Updated to current WSDOT standard plan.

Figure 4-21 through 4-27

- Updated to current WSDOT standard plan.

Figure 4-28

- Updated HMA terminology.
- Removed Petrotac requirement.
- Revised note organization for clarity, no note content revisions.

Figure 4-29

- Added figure for path adjacent to curb and gutter.

Figure 4-33

- Added “TYPE 3 END-OF-ROADWAY BARRICADE” figure.

Figure 4-34

- Added “TYPE 1 BOLLARD STANDARD” figure.

Figure 4-35

- Added “STANDARD JOINT AT WIDENED STREET” figure.

Figure 4-36

- Added “CASTINGS OUTSIDE OF HARDENED SURFACE” figure.

DIVISION 5 SITE ACCESS/DRIVEWAYS

Figures 5-1 and 5-2

- Split and revised former detail 5-1 for clarity.
- Updated linework for clarity.

Figure 5-3

- Added “ACCESS POINT DISTANCE FROM ROUNDABOUT” figure.

Figure 5-5

- Updated to current WSDOT standard plan.

DIVISION 6 WATER DESIGN STANDARDS

Figure 6-1

- Updated acceptable hydrants.

Figure 6-2

- Arranged for clarity.

Figure 6-3

- Arranged and updated for clarity.

Figure 6-4

- Arranged and updated for clarity.

Figure 6-7

- Added screw-type adjustment valve box requirement.

Figure 6-9

- Arranged and updated for clarity.

Figure 6-13

- Arranged and updated for clarity.

Figure 6-16

- Arranged and updated for clarity.

Figure 6-17

- Updated to current WSDOT standard plan.

Figure 6-18

- Removed Petrotac requirement.

DIVISION 7 SEWER DESIGN STANDARDS

Figure 7-2

- Updated to current WSDOT standard plan.

Figure 7-3

- Updated to current WSDOT standard plan.

Figure 7-4

- Updated to current WSDOT standard plan.

Figure 7-7

- Updated to current WSDOT standard plan.

Figure 7-8

- Revised to show cleanout information.

Figure 7-9

- Added notes 1-3 to specify additional cleanout requirements.

Figure 7-13

- Updated to current WSDOT standard plan.

Figure 7-14

- Removed Petrotac requirement.

DIVISION 8 STORM DRAINAGE AND EROSION CONTROL

Figure 8-1

- Updated to current WSDOT standard plan.

Figure 8-2

- Updated to current WSDOT standard plan.

Figures 8-4 through 8-8

- Updated to current WSDOT standard plan.

Figure 8-9

- Revised to show full height hood for thru-curb frame and grate.

Figure 8-10 and 8-11

- Updated to current WSDOT standard plan.

Figure 8-12

- Removed Petrotac requirement.

Flow chart 8-1 and 8-2 were updated to the most recent Stormwater Management Manual for Western Washington.

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 Project Manual for Engineering Design and Development standards 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 November 16, 2020.

PASSED BY THE CITY COUNCIL of the City of Lynden, Whatcom County, Washington, on the 16th day of November, 2020 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



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Public Hearing for the 2021 Budget	
Section of Agenda:	Public Hearing	
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:		
Per State law this would be the first of two required hearings for public commentary on the 2021 Preliminary Budget as presented to the City Council by Mayor Korthuis at the October 19th City Council meeting.		
Recommended Action:		
Conduct the required Public Hearing and consider any commentary by the public regarding the 2021 Preliminary Budget.		

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	October 19, 2020	
Name of Agenda Item:	State Advocacy contract with Gordon Thomas Honeywell	
Section of Agenda:	New Business	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input 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:		
Contract with Gordon Thomas Honeywell		
Summary Statement:		
<p>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 attached contract is virtually identical to its predecessors and continues the relationship with Ms. Murray and her firm. Key terms of this agreement include:</p> <ol style="list-style-type: none"> 1) Cost: \$3,000 monthly for a total of \$36,000 in 2020. The rate is unchanged from previous years and is included in the proposed 2021 budget. 2) Scope: The full Scope of Work is delineated in Attachment A on page 3 of the consulting agreement. It includes a range of duties required to advance the City’s 2020 Legislative Agenda. 		
Recommended Action:		
Make a motion to approve the Contract for State-Level Advocacy between the City and Gordon, Thomas Honeywell for state-level legislative advocacy in the 2021 legislative session.		

**CITY OF LYNDEN
CONSULTING AGREEMENT**

This Agreement is entered into by and between City of Lynden, a Washington Municipal Corporation (“City”) and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as “Consultant”), upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the City of Lynden in accordance with Consultant’s Scope of Work, described in Attachment “A” hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the “Services”). Consultant’s Services will be consistent with the accepted practices for other similar services and in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance. Consultant’s Services shall be performed by Briahna Murray and within a time period prescribed by the City and pursuant to the direction of the Mayor or City Administrator or his designee.

B. Compensation; Expenses. City of Lynden will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment “A.”

C. Invoices; Payment. Consultant will furnish City of Lynden invoices at regular intervals, as set forth in Attachment “A.”

D. Term. Consultant shall promptly begin the Services hereunder on the date set forth in Attachment “A” and shall terminate same on the date set forth in Attachment “A,” unless earlier terminated by mutual agreement. City of Lynden or Consultant may terminate Consultant Services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days’ notice.

E. Ownership of Work Product. The product of all work performed under this Agreement, including reports, and other related materials shall be the property of City of Lynden or its nominees, and City of Lynden or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

F. Independent Contractor. Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of City of Lynden, or to empower consultant to bind or obligate City of Lynden in any way. Consultant is solely responsible for paying all of Consultant’s own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

G. Release of Claims; Indemnity. Consultant hereby releases, and shall defend, indemnify and hold harmless City of Lynden from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant’s fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

H. Assignment. Consultant’s rights and obligations hereunder shall not be assigned or transferred without City of Lynden’s prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties’ heirs, and successors.

I. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

J. Arbitration. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in City of Lynden, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

K. Entire Agreement; Etc. This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below which shall also be the effective date of this Agreement.

Consultant:
Gordon Thomas Honeywell
Governmental Affairs

City of Lynden:

Briahna Murray, Vice President

Scott Korthuis, Mayor

Date: _____

Date: _____

**ATTACHMENT “A” TO
CITY OF LYNDEN CONSULTING AGREEMENT**

- A. Scope of Work:** Consultant shall provide City of Lynden with the following governmental affairs services:
- Register as the City’s lobbyist with the Public Disclosure Commission
 - Work with City staff to develop a legislative agenda that advances the city’s interests, but accounts for the political climate.
 - Lobby for those items identified on the city’s legislative agenda, and additional items at the request of city leadership.
 - Engage the City’s legislative delegation and key committee members during the legislative interim to inform them on the City’s legislative requests.
 - Identify key opportunities for city staff to travel to Olympia and advance the City's interests.
 - Testify and/or sign-in on behalf of the City on legislation of interest.
 - Schedule meetings with state agencies, the Governor's Office, as necessary to best position the city's legislative agenda items for success.
 - Meet with legislative chairs and leadership to best advance the city's interests.
 - Meet with lobbyists from other interested stakeholders to garner support for the City's agenda items.
 - Monitor AWC activities and report any impact to the city.
 - Provide brief weekly reports to City staff on Olympia activities.
 - Brief City officials on legislative activity and attend City Council and City staff meetings as requested by the City Administrator or his designee.
 - Present an end-of-session report that recaps the legislative session in full.
- B. Compensation/Expenses:** City of Lynden shall pay Consultant a monthly fee of \$3,000.00 for the services listed above, including expenses.
- C. Invoices/Payments:** (a) Consultant shall furnish City of Lynden with invoices for services performed on a monthly basis, and (b) City of Lynden shall pay each of Consultant’s invoices within thirty (30) days after City’s receipt and verification of invoices.
- D. Term of Agreement:** Consultant’s services shall commence on January 1, 2021 and shall terminate on December 31, 2021.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Preliminary Approval of the Kamm Creek MPRD – Application 20-02	
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 type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
Application Package and supporting Reports, Final Staff Executive Summary to the PC and TRC Report dated Oct 2, 2020, Planning Commission Minutes of Oct 8, 2020, Planning Commission Resolution 20-08		
Summary Statement:		
<p>Bob Libolt, representing Kamm Creek Investments LLC, has requested the approval of a Master Planned Community (MPRD) concept for the 20-acre property located on the west side of Northwood Road approximately 640 feet south of Kamm Road. The property is unique in that it is significantly impacted by critical areas and floodplain. As a result, although the underlying RS-100 zoning allows for up to 4 homes per acre, the proposed development reaches a gross density of only 2 units per acre. The proposal includes a blend of lot sizes with about 15 lots in the 5,000-6,000 sf range and most of the remaining lots over 7,800 sf in size. Lots are clustered into two groups with wetlands and open areas dividing the development. Every lot borders common space which will be preserved in association with critical areas. (Critical areas report is available but not attached due to the size of the report).</p> <p>Staff agrees that the property is a good fit for a planned residential district because of the constraints associated with the critical areas and flood plains. However, a few concerns remained at the conclusion of staff’s review. These are addressed in the final TRC report dated October 2, 2020. The conditions related to staff recommendation relate to setbacks, street design, a traffic study update, and lot coverage.</p> <p>On October 8 the Planning Commission held a virtual public hearing regarding the proposal. (Minutes of this meeting are included in the Council package). The Commission concluded the hearing by confirming most of staff recommendations within the TRC report and recommending approval of the proposal with specific conditions. The resulting resolution is attached.</p>		
Recommended Action:		
Motion to preliminarily approve the Kamm Creek MPRD and resulting subdivision as recommended and conditioned by the Planning Commission and to authorize the Mayor’s signature on the corresponding Findings of Fact and Conclusions of Law.		

CITY OF LYNDEN



EXECUTIVE SUMMARY - PLANNING COMMISSION

Meeting Date:	October 8, 2020
Name of Agenda Item:	Public Hearing for Master Planned Residential Dev Application 20-02
Type of Hearing:	Quasi-Judicial
Attachments:	
<ul style="list-style-type: none"> Planned Residential Development application with exhibits including traffic study, critical areas report, and archeological report. 1st and 2nd TRC Reports dated September 18 and October 2. Copy of Division 4.3 of the City of Lynden's Engineering Design Standards Figure 4-3B of the Engineering Design Standards - Private Street Standard 	
Summary Statement:	
<p>Bob Libolt, representing Kamm Creek Investments LLC, has requested the approval of a Master Planned Community (MPRD) concept for the 20-acre property located on the west side of Northwood Road approximately 640 feet south of Kamm Road.</p> <p>The property is unique in that it is significantly impacted by critical areas and floodplain. As a result, although the underlying RS-100 zoning allows for up to 4 homes per acre, the proposed development reaches a gross density of only 2 units per acre. The proposal includes a blend of lot sizes with about 15 lots in the 5,000-6,000 sf range and most of the remaining lots over 7,800 sf in size.</p> <p>Staff agrees that the property is a good fit for a planned residential district because of the constraints associated with the critical areas and flood plains. However, a few concerns remain. These are addressed in the final TRC report dated October 2, 2020. The conditions related to staff recommendation relate to setbacks, street design, a traffic study update, and lot coverage.</p>	
Recommended Action:	
<p>Motion to recommend approval of the Kamm Creek MPRD subject to the requirements of the October 2 TRC report including staff conditions related to setbacks, street design, a traffic study update, and lot coverage.</p>	

CITY OF LYNDEN



TECHNICAL REVIEW COMMITTEE Development Project Report

Date Issued:	October 2, 2020	FINAL REPORT
Project Name:	Kamm Creek MPRD #20-02	
Applicant:	Bob Libolt, Agent for Kamm Creek Investments LLC	
Property Owner:	Kamm Creek Investments LLC	
Site Address:	8585 Northwood Road	
Parcel Number:	40031524816500004, 4003151831630000	
Zoning Designation:	RS-100	
Application Type:	Master Planned Residential Development	
Parcel Size:	20 Acres	
Hearing Type:	Quasi - Judicial	
Hearing Objective:	The objective of this public hearing is to determine whether the proposal meets the requirements found within Chapter 19.29 of the Lynden Municipal Code regarding Planned Residential Developments.	
Date application determined complete:	August 28, 2020	
Date of Publication:	September 2, 2020	
SEPA Determination:	August 28, 2020	
Project Description:	A Master Planned Residential Development. Project includes the subdivision of approximately 20 acres in 40 single family residential lots with the RS-100 zone.	

In accordance with Chapter 17.15 LMC, the proposed action was reviewed for concurrency and should the conditions listed within this report be met, a finding of concurrency will be made in accordance with Section 17.15.060(C)(3).

Lynden Municipal Code (LMC) 19.29 guides the development standards and criteria for approval for Master Planned Residential Developments (MPRDs). The Kamm Creek proposal appears to meet the following requirements consistent with the LMC:

Intent: The primary purpose of a Master Planned Residential Development (MPRD) is to promote creativity in site layout and design by allowing flexibility in the application of the standard zoning requirements and development standards.

The overall intent of the Kamm Creek MPRD appears mostly consistent with the purpose of Planned Residential Developments as outlined in LMC 19.29.010.

Minimum Lot Size: Per LMC 19.29.060(l) the minimum lot size for single family homes within a PRD is 5,000 square feet. The lots proposed in this PRD exceed this minimum. As proposed, the residential parcels range from 5,237 square feet to 10,228 square feet with ten parcels exceeding 9,000 square feet. In addition, the PRD provides common open space. Due to critical areas on the subject property the average area per residence, when divided equally is over 21,000 square feet per home.

Specific Project Comments from the Technical Review Committee:

The application was reviewed against the applicable chapters of the LMC and the Engineering Design and Development Standards and the comments generated have been included below.

Planning Department

1. Approval Process: Applicant has acknowledged that the process for this approval includes staff review, a public hearing before the Planning Commission and a decision by the City Council. Please note that a decision by the City Council is equivalent to the preliminary approval of a long plat. When given, this initial approval would authorize the applicant to move forward with infrastructure improvements but return to the Council for final approval. Per LMC 19.29.100 the final development contract, with all exhibits including the final Covenants, Conditions and Restrictions for the Cedarbrook development must be presented to the Planning Commission for review and the City Council for approval. Final approval by the City Council and completion of any associated punch lists and as-built drawings would then authorize the property to be officially divided, recorded and lot numbers assigned.

2. Density: LMC 19.29.060(1) states that floodplain shall not be included in the gross land area for the calculation of density in a PRD. The project narrative indicates that of the 20 acres on the subject property, 5.2 are within the floodplain. This means that the final density of the PRD is 2.7 units per acre when up to 4 units per acre are permitted (consistent with the underlying RS-100 zoning). Applicant has provided a break-down of density calculations. These must appear in table form on the final drawings.

3. Setbacks: The applicant has indicated that the standard PRD front setback of 15 feet will be met. Staff recommends that the final development agreement also include rear setbacks and side setbacks although. LMC 19.29 does not require

specific side and rear setbacks other than the required 25 foot PRD boundary. Lot 11 would require a site-specific standard as the less than the 25 foot perimeter in order to maintain an adequate buildable area. Staff recommends the following:

- a. PRD perimeter of 25 feet.
- b. Rear setback of 20 feet on lots less than 7,000 sf. Rear setback of 30 feet on lots greater than 7,000. Open sided patio / deck roofs allowed to encroach up to 12 feet into the rear setbacks.
- c. Side setbacks of 7 feet. Except, lot 11 – Site specific standard of a reduced PRD perimeter on the eastern property line. Minimum setback of 7 feet consistent with underlying zoning.
- d. Front setbacks of 15 feet.
- e. Garage door setback of 24 feet.

4. Lot Coverage: Applicant has indicated that lot coverage is “not expected to exceed 40%”. Staff recommends that language be modified so that a specific maximum lot coverage of 40% be indicated in the final development agreement. Given the amount of common open space, staff is supportive of a 40% lot coverage.

5. Critical Areas: The applicant has submitted a Critical Areas Detailed Study that analyzes proposed impacts to the wetlands and regulated streams and their buffers. The Critical Areas Report dated June 29, 2020 is considered preliminary and subject to necessary revisions based on requested information, subsequent plat design alterations, and Army Corps and WDFW permits.

Proposed wetland fill will require Army Corps permits. Stream crossing work will require a WDFW HPA permit. Staff expects that details of the proposed mitigation plan will require revisions subject to these permits prior to final plat approval.

6. Floodplain: The FEMA designated floodplain and elevation for the Nooksack River shall be indicated on the final plat. Applicant shall confirm the BFE for the subject property and locate and adequately delineate that elevation on the ground. Any approved alterations that would change the on-site location of the BFE will require a LOMA and/or a LOMR-F prior to final plat approval.

Proposed development of the floodplain shall comply with FEMA regulations and LMC 16.12 Floodplain Management. Approval of floodplain development is subject to cut and fill analysis, compensatory storage, and a biological assessment. All of the analysis must occur prior to commencement of work / fill within the flood plain.

Future parcels that contact the floodplain or that are directly adjacent to the floodplain will require an elevation certificate at final occupancy to ensure 2 feet of freeboard above BFE.

- 7. Open Space Standards: An MPRD shall set aside a minimum of seven and one-half percent (7.5%) of the gross land area or 4,000 square feet, whichever is greater, for active recreational uses. The percentage of area set aside for active uses may be reduced per LMC 19.29.080(D)(2) in association with environmentally sensitive areas. The proposal includes 64% open space. Active open space is included in the form of trails.
- 8. Open Space Covenant: Consistent with LMC 19.29 the applicant has agreed to provide LMC 19.29 open a recorded deed restriction or restrictive covenant which runs with the land and assures that said property will remain in open space in perpetuity, consistent with the terms of this chapter, and which shall be held and maintained for such purposes for the common benefit of residents of the development by a homeowner's association.
- 9. Pedestrian Connections: As noted in LMC 19.29.060(6), in addition to sidewalks fronting residential lots, there must be logical pedestrian connections throughout the project including paved pathways to front doors, and trails within or adjacent to open space areas.
 - a. Per staff's recommendation the applicant has also included an asphalt pedestrian path and public access easement parallel to Northwood Road, west of the existing ditch. A path of this nature is preferred as it will be some time before full roadway improvements will occur on Northwood Road – especially since the property to the east is not within the City's Urban Growth Area.
 - b. Additionally, this development will accommodate the construction of and/or dedication of property for future public use connections to the East Lynden Loop Trail with access provided to the west.
- 10. Mineral Rights: A 1962 real estate contract on the property appears to show that CV Wilder and Ella Wilder maintained ½ of all oil, gas and mineral rights on the subject property. Applicant has been advised that prior to commencement of construction the developer must demonstrate that the title has been cleaned of this claim or verified through the City attorney that work can begin through alternate means.
- 11. Residential Design Standards: Applicant has been advised that homes proposed within the MPRD will be subject to the design standards of LMC 19.22. These also include articulations on building elevations that face toward public streets or

shared green spaces, exterior finish details, porches and stoops, and the screening of mechanical equipment.

- 12. Traffic Study: A traffic study has been submitted with the PRD application. However, the study was conducted with the assumption of 35 homes rather than the 40 proposed in the application. The applicant will be required to provide an updated traffic study that is consistent with the final lot count prior to preliminary approval by the City Council. The applicant will be required to present the findings to the City Council at the time of preliminary approval. It is important to note that the private street standard proposed by the applicant is typically reserved for developments that do not exceed 150 average daily trips (ADT). The traffic study, although only analyzing 35 lots, already reaches 330 average daily trips. Per Division 4.3(B) of the City’s Engineering Design Standards, the private street standard for developments exceeding 150 ADTs calls for parking on both sides of the street and sidewalks on both sides of the street.

Although staff recognizes that development near critical areas may warrant a reduction in paved areas and a de-emphasis of auto dependency, the applicant should be aware that the Council may not support the reduced street standard on this scale of a development given that the Kamm Creek PRD is disconnected from other pedestrian networks and bus lines within the City and clearly will require daily use of automobiles.

- 13. Street Design: City of Lynden Engineering Design Standards describe a private street standard in Division 4.3(B) that can be used in PRDs that generate less than 150 average daily vehicle trips. This includes a minimum roadway width of 30 feet that allows for parking on one side and a 5 foot sidewalk on one side. The standard also requires that the roadway be constructed with a vertical curb and gutter.

The applicant has requested that this private street standard be used although the development will generate more than 330 average daily trips.

The applicant has also proposed an alternate design that includes a concrete walkway that is flush with the surface of the street.

Given that many lots exceed 7,000 square feet and can provide on-site parking. And, given that much of the property is constrained by critical areas and flood plain. And, given that the applicant has designed a pedestrian trail system that can take the place of some sidewalk amenities, staff will support the private street standard that calls for parking on one side and sidewalk on one side. However, given the scale of the community and amount of traffic generated, staff cannot support a pedestrian walkway that is not separated from the street.

Separated walkways provide a safer environment for pedestrians, especially small children. Staff recommends that vertical curb on the sidewalk side be required. Staff also recommends that a 3-4 foot vegetated parking strip be required to avoid abrupt vertical changes in the sidewalk at each driveway cut. As a result, lots 35-38 may need to be enlarged to accommodate this separated walkway and planting strip and lot 40 may possibly need to be eliminated.

Staff is supportive of the proposed reduced roadway width of 24 feet only in areas within the critical areas and their associated buffers.

- 14. Posting of Private Streets: Streets within the Kamm Creek PRD must be posted as private. The CC&Rs must address methods of parking enforcement and street maintenance, cleaning, snow clearing, and repair.
- 15. Driveways: City of Lynden code requires that driveways measure a minimum of 25 feet in depth to accommodate parked vehicles without blocking sidewalks. The PRD originally proposed 20 foot driveways but later, given staff concerns regarding parking, revised the proposal to 24 feet. The applicant has indicated that the proposal will meet the parking standard typical of single family development. Staff is supportive of the 1 foot reduction of driveway length if on-street parking is provided as per the private street standard.
- 16. Street Design – Pervious Pavement: The communities CC&Rs must specifically address the use of pervious pavement, the need for maintenance, and the responsibility of the HOA of this infrastructure.
- 17. Street Design – Hydrant Access: If a hydrant is located in an area of the development where streets measure 24 feet in width. It is important to note that it must be expanded to a minimum of 26 feet in width for a minimum distance of 20 feet at the hydrant location. Specifically, for 10 feet on each side of the hydrant. No parking is permitted adjacent to fire hydrants. This restriction must be adequately signed and/or painted on the pavement.
- 18. Area Break-down: Whatcom County and the City of Lynden have been mandated to participate in an annual report provided to the State which tracks achieved housing density. In an effort to track accurate data for this program all plats and lot line adjustments will be required to provide supporting data. Please provide on the face of the drawing a table which breaks down the total area of the plat drawing after the lot line adjustment into the categories shown below. Note that in some instances the area may be zero and that “other infrastructure” could refer to area used for sewer pump station, stormwater ponds, etc.

	Plat Area (in sq ft)
Gross plat area	
Reserve tracts	
Critical areas (including buffers)	
Right of ways (ROWs)	
Other infrastructure	
Net developable	
Percent ROW and Infrastructure	%

- 19. Utility Easements: Per 18.14.075, of the LMC requires 5-foot utility easements around the interior property line of all residential lots. If a deviation to this requirement is requested, it must be included in the future development agreement.

- 20. Street Trees: The applicant has been advised that, per Sec. 18.14.120, the developer will be required to provide street trees within the dedicated public utility easement adjacent to the street. Without blocking view triangles, there shall be a minimum of one tree per lot with a maximum of fifty feet between trees. Vegetated parking strips are not an adequate location for street trees unless they are 4 feet in width or greater. Maintenance of street trees shall be the responsibility of the adjoining property owner or, if indicated in the CC&Rs, the homeowners association. Please address in CC&R's.

- 21. Homeowners Association Required: Be advised, per LMC 19.29.130 the MPRD shall have a homeowner's association and enforceable covenant to fund and effectively collect fund for such and organization. Associated agreements and covenants shall apply to all the property with the PRD, shall be recorded and shall run with land. Within one year of preliminary approval the final development contract and the community's covenants, conditions and restrictions (CC&R's) must be presented to the Planning Commission for review and City council for approval. CC&R's must include a management plan for common open space, trails, alleys, mitigated areas, and conservations easements if utilized.

Public Works

- 22. Public Improvements: Be advised, all public improvements must be constructed to the current standards as noted in the City of Lynden Manual for Engineering Design and Development Standards or an equivalent approved through the Planned Residential Development process. A Development Contract to construct will be required prior to any construction. This may be combined with the PRD Contract. Both contracts require Council approval.

- 23. Plat/Interior Street Improvements: If the applicant proposes an alternate frontage improvement plan different than City standard for approval it must provide adequate turn-around within public right-of-way and address the needs of the proposed development (ex. parking, life safety, delivery, waste collection etc.) Any proposed alley shall be private with a minimum clear width of 24-feet. The City's PRD code standard is a street width of 30 feet curb-to-curb with sidewalks on both sides. Staff is concerned that proposed street layout indicates access will be limited to one access during flood events. Maintaining the private street standard is recommended.

- 24. Off-site Street Improvements: Proponents traffic study must address all phases/impacts of the proposed project. Traffic study must meet requirements of City standards. Additional right-of-way may be needed to address west bound right turn movements. The applicant has agreed to dedicate 10 feet of right-of-way to the City along the full frontage of Northwood Road as required by Public Works consistent with the City's transportation plan. A 10-foot utility easement behind the right-of-way shall be dedicated. Northwood frontage improvements are required to the extent they provide for safe ingress and egress from the project. This will also include street lighting and pedestrian connections (see pedestrian connection comment above).

- 25. Stormwater
 - a. 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. This must also address any impacts from seasonal high groundwater and flooding. Prior to site plan and/or preliminary plat approval, a Stormwater Site Plan Narrative per the City's Manual for Engineering Design and Development Standards. addressing all Stormwater minimum requirements shall be submitted. An erosion control plan must be included in the drainage plan and construction plans as necessary.

- b. 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.
- c. Stormwater from public streets may be infiltrated within the dedicated right-of-way, or within a separate dedicated tract, if approved/accepted by the City, but may not be within the street prism. Infiltration areas and street trees should have adequate separation to insure the proper functioning of the drainage system and survival of the tree.
- d. A Construction National Pollutant Discharge Elimination System (NPDES) permit may be needed.
- e. Be advised, proposed lot sizes may make it difficult for any form of onsite facilities to be installed on the lots unless rear setbacks are required.

26. Water

- a. As per 6.2 (M) of the City of Lynden Project Manual for Engineering Design and Development Standards.
- b. As per LMC 18.14.150, the main water line shall be extended to the furthest extent of all properties of this PRD unless it is determined that services, including life-safety are adequately provided elsewhere. Applicant has requested, and staff recommends that water extension beyond the south entrance to Kamm Creek PRD is unnecessary as property beyond the development drops into the floodplain and is not part of the City's Urban Growth Area.
- c. A 20-foot utility easement is required if only water is located within it. If two public utilities are in an easement the minimum width is 30 feet equally spaced.
- d. Each house and/or unit within this plat must be individually metered. Water meters must be located within the City right-of-way or unit / access easement.
- e. If located within the Nooksack Floodplain, water services shall have backflow prevention to protect the City system.
- f. Twelve (12) inch water shall be extended from the current dead end location on Kamm Road east to Northwood and then south on North to the

edge of the plat. Water line looping may be necessary to meet fire flow requirements (1500 gpm)

27. Sanitary Sewer

- a. Sanitary sewer and water system design and construction must meet the requirements of the City of Lynden Engineering Design and Development Standards.
- b. The sewer line must be extended to the furthest extend of all properties per City development standards of the proposed development unless it is determined that services are adequately provided elsewhere.
- c. A sewer easement of 20 feet is required for all public systems. If more than one public utility is within the easement the easement shall be 30 feet.
- d. The existing sewer easement shall not be impacted. Any changes to the current sewer access road shall provide an equal or greater access.
- e. Proposal has more units that was anticipated per sewer comprehensive plan and will need to be reviewed for impacts that may require offsite improvements.

Fire and Life Safety

- 28. Minimum Street Width: The private roadway must be expanded to a minimum of 26 feet in width for a minimum distance of 20 feet at the hydrant location. Specifically, for 10 feet on each side of the hydrant.
- 29. Hydrant Requirements: The installation of fire hydrants will be required. Code requires that fire hydrants be installed at intervals not to exceed 500-feet in single family areas and 300-feet in multi-family areas. The final hydrant location will be determined upon review of civil plans and must be approved by the Fire Department.
- 30. Street Addressing: Addresses that cannot be seen from the city street must be posted at both the access easement and on the house.
- 31. Fire Code: Future Development will require full compliance with the Fire Code.
- 32. Fire Impact Fees: Be advised, half of fire impact fees will be due at the time of final development approval (subdivision and half of the fire impact fee will be due at the time of building permit. The current rate of this fee is \$389.00 per multi-family unit and \$517.00 per single family home.

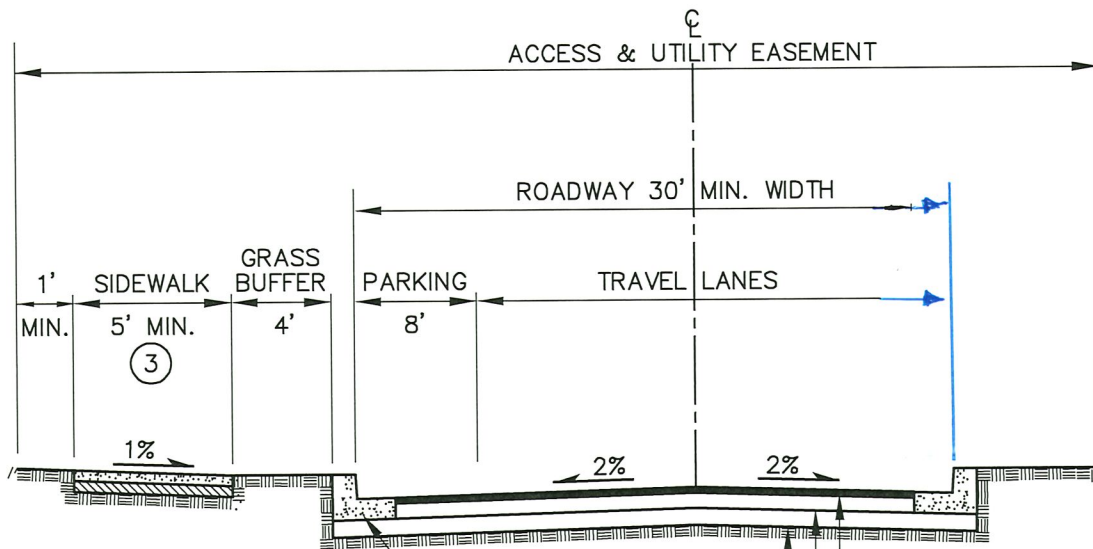
Parks and Recreation

- 33. Trail Dedication: Be advised, dedication of a public trail easement or the granting of public access on trails through an associated restrictive covenant will be required as a condition of the final Master Planned Residential Development approval.
- 34. Park Impact Fees: Be advised, park impact fees will be due at the time of permit. The current rate of this fee is \$546.00 per multi-family unit and \$936.00 for single family home.

Advisory Requirements

- 35. Civil Drawings: The construction drawings for any civil and utility improvements must be submitted for review and approval prior to construction. These drawing must illustrate that the utility improvements and extensions meet the standards listed within the Project Manual for Engineering Design and Development Standards, unless they have been specifically varied by the approval of the plat. It is the project engineer’s responsibility to be aware of these standards.
- 36. Civil Review Deposit Required: Be advised, a review deposit of \$200 per lot, \$2,000 minimum, to review the construction plans and a plat / PRD construction inspection deposit of \$350 per lot, \$5,000 minimum, is due prior to review and construction respectively.
- 37. Bonding Requirements: A post construction maintenance bond in the amount of 10% of the construction costs for public facilities will be required prior to final plat approval. A Performance Bond is required for all work within City right of way. This bond shall be for 150 % of the approved engineer’s estimate for the work.
- 38. Surveying: All surveying work and engineering design must be based on the City of Lynden survey control monuments. AutoCAD files for all improvements must be provided to the City in digital format approved by the City. A copy of the City’s control monuments is available to the project consultant for their use.
- 39. Expiration of Preliminary Approval: Petitioner shall record the final subdivision, PRD and Development Agreement with the County in conformance with LMC 18.06.010.2, 18.06.020 and 18.06.030 within five (5) years of the date this preliminary approval becomes final, after which City approval of this application shall become void; provided that, this one year deadline may be extended for up to one (1) additional year upon application to and approval by the City Council.

- 40. Property Addressing: Be advised, all street addressing must follow the requirements of the Lynden Municipal Code. Addresses will be assigned by the Public Works Department prior to final PRD approval.



CEMENT CONCRETE CURB & GUTTER PER SECTION 4.14
 (2)

MINIMUM ROADWAY SECTION
 SEE SECTION 4.4
 3-1/2" COMP. DEPTH CLASS "B" ASPHALT (2 LIFTS)
 3" COMP. DEPTH CRUSHED SURFACING TOP COURSE
 12" GRAVEL BASE PER SECTION 4.4A

NOTES:

1. SEE FIGURE 4-1 FOR PLACEMENT OF UTILITIES.
2. ALL PRIVATE ROADS SHALL HAVE VERTICAL CURB & GUTTER ON BOTH SIDES.
3. MUST BE IN ACCORDANCE WITH MOST CURRENT STANDARDS AS REQUIRED BY THE AMERICAN DISABILITIES ACT. REQUIRED ON ONE SIDE ONLY.

DIVISION 4

STREET DESIGN STANDARDS

4.1 Introduction

Design procedures shall conform to accepted engineering practices, and shall be certified by a registered professional engineer, licensed by the State of Washington. All projects will be constructed in conformance with the current editions of the City of Lynden Engineering Design and Development Standards, WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction, and such amendments that modify these specifications. Goals, objectives, and specifications from the Low Impact Development Technical Guidance Manual for Puget Sound, December 2012 (LID Manual) may be used to attain City of Lynden infiltration requirements.

4.2 Street Classifications

The City of Lynden Municipal Code, Chapter 10.12 classifies all public streets within the City into three major road classifications: major arterial, secondary arterial, and access streets. These street classifications are to be used with the street design standards. Refer to the latest revision of the Municipal Code for current street classification. Total and effective impervious area can be significantly reduced by determining specific traffic, parking and emergency vehicle access needs and width capable of meeting those requirements. Table 4-1 details the conventional street standards. These standards can be reduced using LID techniques, with approval under a PRD or as part of a Developer Agreement associated with the project.

A. Major Arterial

Major arterials are defined by RCW 35.78.010 as transportation arteries which connect the focal points of traffic interest within a city; arteries which provide communications with other communities and the outlying areas; or arteries which have relatively high traffic volume compared with other streets within the City. Major arterials are to service existing and future commercial, industrial and HBD areas as well as other major traffic generators within the community (i.e. schools, hotels and recreational facilities). Residential arterials are streets that connect neighborhoods to focal points within the community and distribute traffic to/from major arterials. Residential arterials serve trips of moderate length and direct residential access and parking is discouraged. Residential arterials are not a major transportation corridor to connect areas outside of the City.

B. Secondary Arterial

Secondary Arterials are defined by RCW 35.78.010 as routes which serve lesser points of traffic interest within a city; provide communication with outlying districts in the same degrees or serve to collect and distribute traffic from the major arterials to the local streets.

C. *Access Streets*

Access Streets are defined by RCW 35.78.010 as land service streets and provide access to abutting property. They are tributary to the major and secondary thoroughfares and generally discourage through traffic.

All other public streets not listed in A, or B above are classified as Access Streets.

4.3 **Other Roads**

A. *State Highways*

The following streets are classified as State Highways:

1. Guide Meridian - SR 539
2. Badger Road - SR 546

Any project requiring access to or affecting a State Highway shall additionally obtain Washington State Department of Transportation (WSDOT) approvals for application, design, and construction requirements.

B. *Private Roads*

Road safety, function and reliability are best served if the road is owned and maintained by the City. However, recognizing that private roads may be occasionally allowed in Planned Residential Developments, provision is made for them in these standards.

Private roads, defined as those roads serving more than 20 average daily traffic (ADT), shall meet the following conditions:

1. Permanently established by tract or easement providing legal access to each affected lot, dwelling unit, or business and sufficient to accommodate required improvements as outlined in Table 4-1, and to include future use by adjacent property owners when applicable.
2. Designed to serve up to the maximum potential of dwelling units based on the ADT thresholds when the entire length of the private road system to the nearest public road is considered. The maximum potential is the number of dwelling units that can possibly be served by the road when physical barriers, zoning or other legal constraints are considered.
3. Accessible at all times for emergency and public service vehicle use.
4. Located so that land locking of present or future parcels will not occur.
5. Maintained by capable and legally responsible owner or homeowners association or other legal entity made up of all benefited property owners.
6. Covenants shall be required for maintenance of the private road binding

each lot owner and all subsequent lot owners.

7. Covenants shall be recorded by the Applicant and/or owner, in the land records of Whatcom County.
8. Clearly described on the face of the plat, short plat, or other development authorization and clearly signed as a private road.

**Table 4-1
Geometric Cross-Section for New Construction and Reconstruction**

Design Elements	Arterials (a)	Access Street (a)	Private Roads and Alleys (a)
Right of Way (b)	80' (65' Res.) min	60' minimum	
Minimum Roadway Width (c)	46'	36' (d)	30' (d)
Minimum Lane Width:			
A. Exterior	12'	10'	10'
B. Interior Thru	11'	10'	
C. Two-Way Left-Turn	11'	10'	
D. Exclusive Turn	11'	10'	
E. Parking Each Side	8' (e)	8' (e)	8' (f)
F. Class III Bicycle Lane	3' (k)		
Sidewalks:			
A. Minimum Width	6' (g) (h)	5' (g) (h)	5' (g) (h)(i)
B. Buffer (Vegetated Strip)	4' (j)	4' (j)	3' (j)
C. Easement Each Side	10'	10'	10'

- (a) All public and private roads except alleys shall be constructed with vertical curb and gutter.
- (b) No less than required for all design elements.
- (c) Distance from face of curb to face of curb.
- (d) Alleys can be reduced to 24 feet.
- (e) Width to be determined based on ADT of road and future use. A 10-foot width shall be required when the lane is likely to become a traffic lane in the foreseeable future.
Increase width of parking lanes on arterials to 10 feet if bicycle lane is not required.
- (f) No parking required for private roads serving 2 lots or less
Parking required one side only for ADT 30 - 150, minimum roadway width 30 feet
Parking required both sides for ADT > 150, minimum roadway width 40 feet
- (g) Must be In accordance with most current standards as required by the American Disabilities Act.
- (h) Required both sides.
Sidewalks fronting commercial property shall be 8 feet wide with a 80-foot or wider R-O-W.
- (i) Sidewalks required one side for ADT 30 - 150.
- (j) If R-O-W is available, increase width to 5 feet.
- (k) May be eliminated if separate detached bicycle path is provided.

CITY OF LYNDEN
PLANNING COMMISSION RESOLUTION #20-08

**A resolution of recommendation for the approval of the
Kamm Creek Master Planned Residential Development**

WHEREAS, Bob Libolt, on behalf of Kamm Creek Investments LLC, hereinafter called the "Proponent," submitted a complete application to the City of Lynden, hereinafter called "the City," for the development of approximately 20 acres into a master planned residential development (MPRD) to be located 8585 Northwood Road, in Lynden.

WHEREAS, Chapter 19.29 of the Lynden Municipal Code (LMC) permits the development of property within the RS-100 zone as a planned residential development; and

WHEREAS, The primary purpose of a Master Planned Residential Development (MPRD) is to promote creativity in site layout and design by allowing flexibility in the application of the standard zoning requirements and development standards; and

WHEREAS, the application for the MPRD approval was determined to be complete on August 28, 2020, and the notice of application was published in the Lynden Tribune on September 2, 2020; and

WHEREAS, the Proponent has provided the City the receipts for the certified mailing of all required notices to all property owners within three hundred feet of the subject property together with the affidavits of posting said notices; and

WHEREAS, The proposal was reviewed under the State Environmental Policy Act and on August 28, 2020 a Mitigated Determination of Non-Significance was issued for the project, and

WHEREAS, the Lynden Planning Commission held a virtual public hearing on October 8, 2020, to accept public testimony on the proposed master planned residential development application, and that meeting was duly recorded; and

WHEREAS, the City's Technical Review Committee has reviewed the request for the development of property and has provided comments and recommendations to the Planning Commission in a report dated October 2, 2020,

WHEREAS, the Lynden Planning Commission has reviewed the request and has made the following findings of fact for recommending to the City Council the Master Planned Residential Development application:

1. The development is consistent with the Comprehensive Plan and meets the applicable requirements and intent of the Lynden Municipal 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.
- 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.

NOW THEREFORE, BE IT RESOLVED by the Lynden Planning Commission to recommend approval of the **Kamm Creek Master Planned Residential Development** by a vote of 5-0, to the Lynden City Council, subject to the Technical Review Committee Report dated October 2, 2020, and further subject to the following conditions:

- 1. **Setbacks recommended in the October 2, 2020 TRC Report #3 are also recommended by the Planning Commission except that a 15-foot side setback be used for the street side of Lot 11.**
- 2. **Lot coverage not to exceed 40 percent as recommended in the October 2, 2020 TRC report.**
- 3. **The Commission recommended MPRD Deviations specifically as follows:**
 - **A 24-foot setback from property line to face of garage doors (from the required 25-foot) as it satisfies criteria 2 of LMC 19.29.060(J).**
 - **An exception to the requirement for a 25-foot PRD Perimeter on lots 11 and 27. The side yard for lot 11 will be 15-feet and the side setback for lot 27 will be 7-feet. These deviations supported by criteria 3 of LMC 19.29.060(J).**
 - **To provide sidewalk on only one side of the street within the development and allow the use of the City’s private street standard. Specifically, a street that is 30-feet curb to curb, parking on one side, and sidewalks on one side of the street. This deviation satisfies criteria 2 of LMC 19.29.060(J).**
 - **Over critical areas and their associated buffers the road width may be reduced from 30-feet to 24-feet as it satisfies criteria 2 of LMC 19.29.060(J).**

PASSED by the Planning Commission of the City of Lynden, Whatcom County, at their regular meeting held on the 8th day of October 2020.

 Diane Veltkamp, Chairperson,
 Lynden Planning Commission

 Heidi Gudde,
 Planning Director

Revised per P.C. recommendations

11.11.20

KAMM CREEK PRD - PROJECT LAYOUT & IMPACTS

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.

Date: 10/29/20
Dir: G:154003-06
Cr: 154003-06 SOUTH
Drawing: KAMM CREEK PRD

LAND DESCRIPTIONS:

T.P.N. 4003152481650000
E 5 ACRES OF S 1/2 NE SW-LESS RD

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

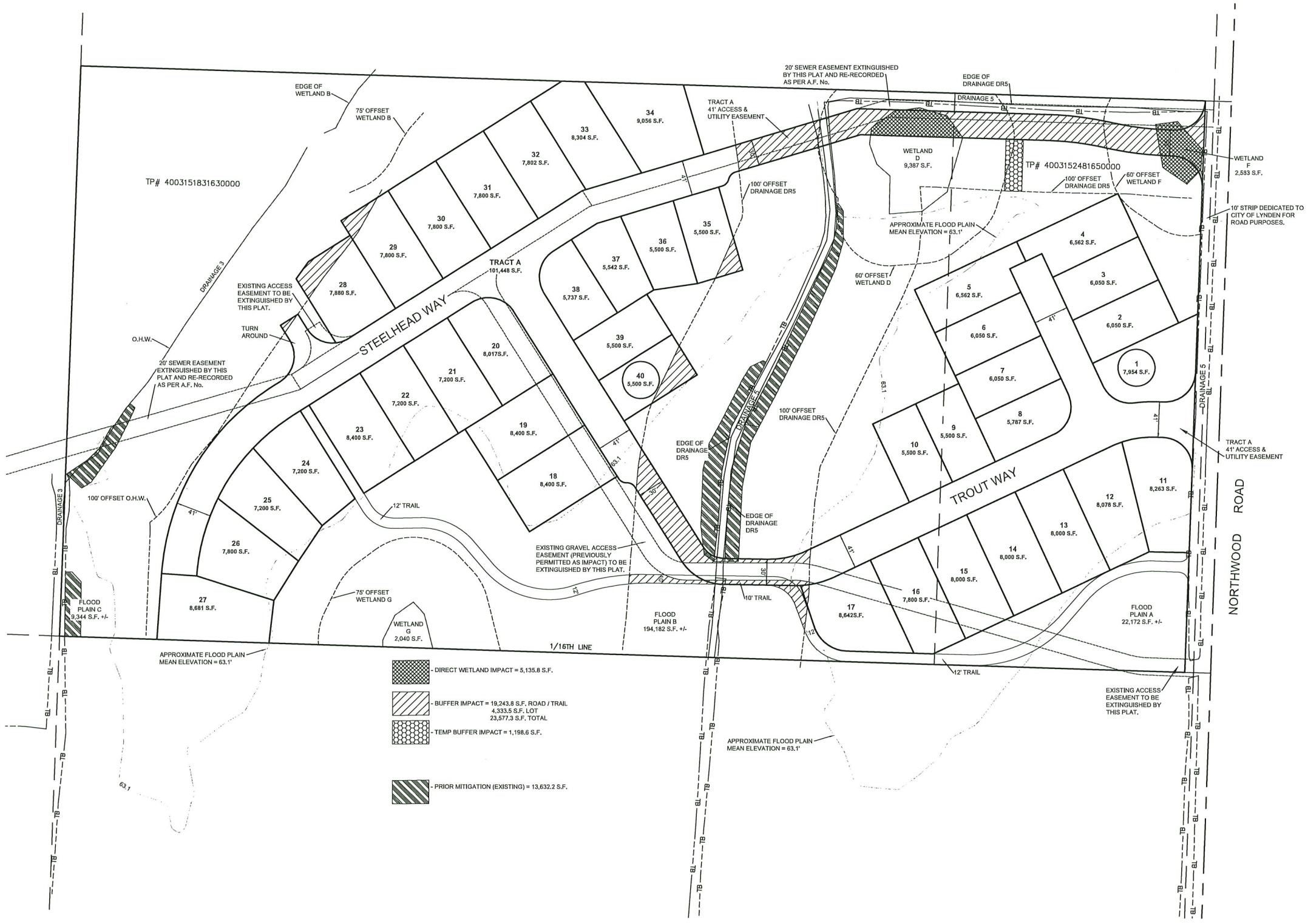
T.P.N. 4003151831630000
S 1/2 NE SW-EXC E 5 ACRES THEREOF

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRAVERSE USING A GEOMAX ZOOM 90 TOTAL STATION WITH A CARLSON SURVEYOR 2 DATA COLLECTOR/FIELD COMPUTER.
2. THE PURPOSE OF THIS SURVEY MAP IS TO SHOW THE PROJECT LAYOUT AND IMPACTS PER EXISTING WETLANDS FLAGGED BY MILLER ENVIRONMENTAL IN FEBRUARY AND MARCH OF 2020. COMPASS POINT SURVEY, LLC ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE. THIS IS NOT A BOUNDARY SURVEY.
3. THE FLOODPLAIN ELEVATIONS WERE INTERPOLATED USING A FEMA NATIONAL FLOOD HAZARD LAYER VIEWER MAP AND MEANED TO AN ELEVATION OF 63.1 FEET FOR STAKING PURPOSES. THE 63.1 FOOT CONTOUR LINE WAS COMPUTER GENERATED FROM GROUND SPOT ELEVATIONS IN FEBRUARY OF 2017.
4. VERTICAL DATUM IS NGVD 29 AS PER CITY OF LYNDEN MONUMENT NETWORK
5. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS THAT A CURRENT TITLE REPORT MIGHT REVEAL.



	DIRECT WETLAND IMPACT = 5,135.8 S.F.
	BUFFER IMPACT = 19,243.8 S.F. ROAD / TRAIL 4,333.5 S.F. LOT 23,577.3 S.F. TOTAL
	TEMP BUFFER IMPACT = 1,198.6 S.F.
	PRIOR MITIGATION (EXISTING) = 13,632.2 S.F.

COMPASS POINT SURVEY, LLC

523 FRONT STREET, LYNDEN, WA 98264
PH. 360-354-8320 FAX. 360-354-8321



Drawn by: RL
Reviewed by: DL
Sheet: 1 of 1

KAMM CREEK PRD - MITIGATION

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.

LAND DESCRIPTIONS:

T.P.N. 4003152481650000
 E 5 ACRES OF S 1/2 NE SW-LESS RD
 SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS,
 RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

T.P.N. 4003151831630000
 S 1/2 NE SW-EXC E 5 ACRES THEREOF

SITUATE IN WHATCOM COUNTY, WASHINGTON.

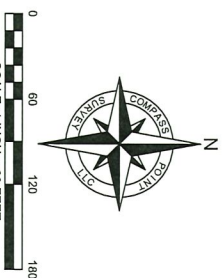
SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS,
 RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

SURVEYOR'S NOTES:

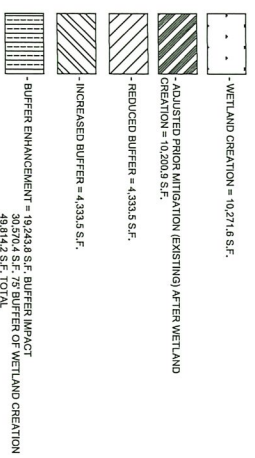
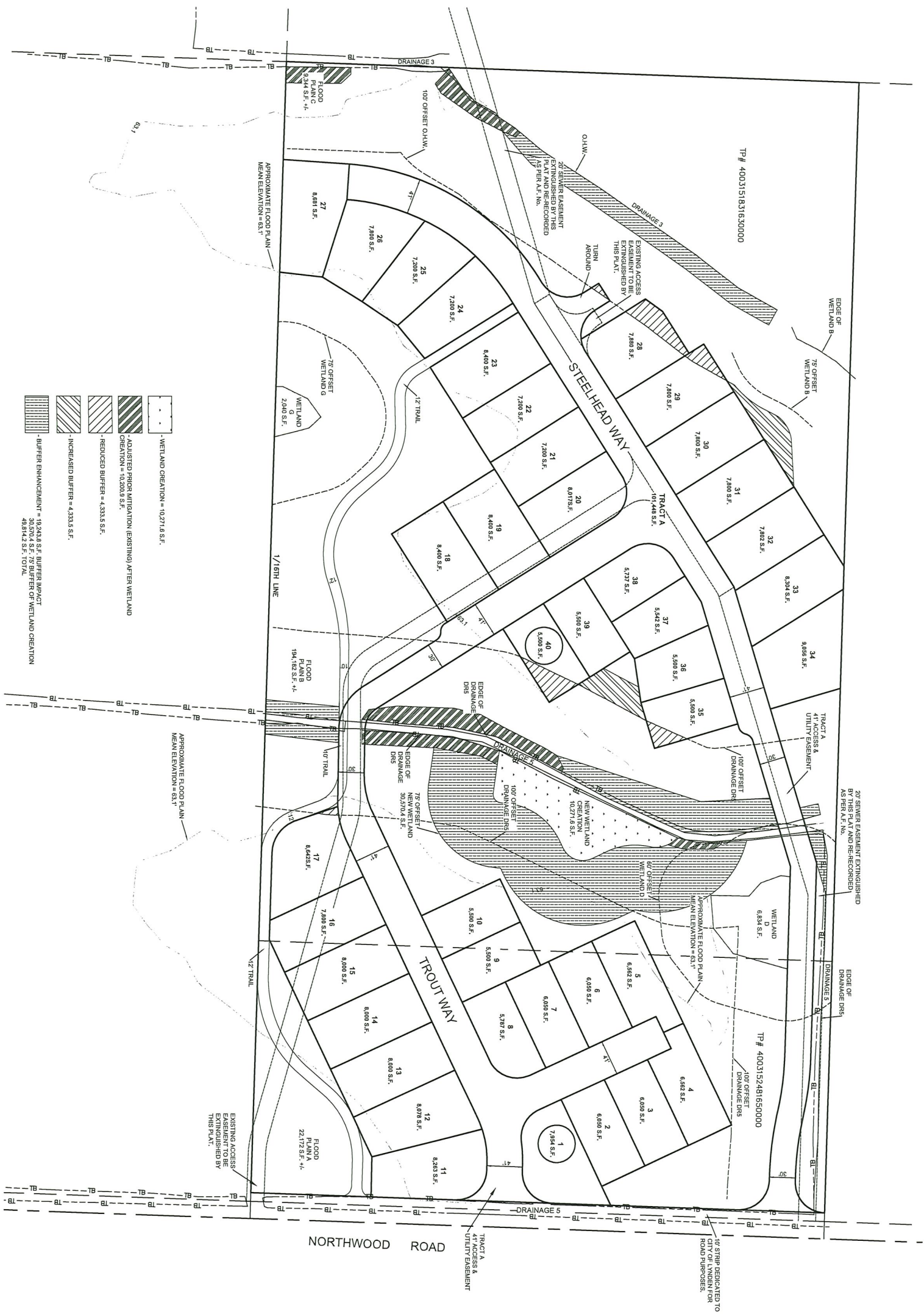
1. THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRAVERSE USING A GEOMAX ZOOM 90 TOTAL STATION WITH A CARLSON SURVEYOR 2 DATA COLLECTOR/FIELD COMPUTER.
2. THE PURPOSE OF THIS SURVEY MAP IS TO SHOW THE PROJECT LAYOUT AND MITIGATION AREAS PER EXISTING WETLANDS FLAGGED BY MILLER ENVIRONMENTAL IN FEBRUARY AND MARCH OF 2020. COMPASS POINT SURVEY, LLC ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE. THIS IS NOT A BOUNDARY SURVEY.
3. THE FLOODPLAIN ELEVATIONS WERE INTERPOLATED USING A FEMA NATIONAL FLOOD HAZARD LAYER VIEWER MAP AND MEANED TO AN ELEVATION OF 63.1 FEET FOR STAKING PURPOSES. THE 63.1 FOOT CONTOUR LINE WAS COMPUTER GENERATED FROM GROUND SPOT ELEVATIONS IN FEBRUARY OF 2017.
4. VERTICAL DATUM IS NGVD 29 AS PER CITY OF LYNDEN MONUMENT NETWORK.
5. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS THAT A CURRENT TITLE REPORT MIGHT REVEAL.



(CITY OF LYNDEN SURVEY
 MONUMENT NETWORK)



SCALE: 1 INCH = 60 FEET
 BASIS OF BEARINGS =



KAMM CREEK PRD

PORTION OF THE NE 1/4, SW 1/4, SECTION 15,
TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.
WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON

LAND DESCRIPTION:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO: THIS CONVEYANCE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, AFFECTING TITLE, WHICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY.

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED DO HEREBY DECLARE THIS PRD IS MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY WISHES AND DO HEREBY GRANT, RESERVE AND AMEND ANY EASEMENTS SHOWN HEREON FOR THE USES INDICATED HEREON.

ROBERT D. LIBOLT, AUTHORIZED MEMBER
KAMM CREEK INVESTMENTS, LLC.

ACKNOWLEDGMENT:

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ROBERT D. LIBOLT IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS AUTHORIZED MEMBER OF NORTH PRAIRIE LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

THIS ____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.

RESIDING AT _____ WASHINGTON. MY COMMISSION EXPIRES _____

SURVEYOR'S NOTES:

- * DENOTES 5/8 INCH REBAR WITH PLASTIC CAP MARKED "CPS PLS 53687" SET BY THIS SURVEY IN XXXX OF 2020.
- * DENOTES 5/8 INCH REBAR WITH PLASTIC CAP MARKED "XXXXXXX" OR OTHERWISE NOTED FOUND BY THIS SURVEY IN XXXX OF 2020.
- * DENOTES BRASS DISC IN CONCRETE FOUND BY THIS SURVEY IN XXXX OF 2019 AND HELD FOR STREET INTERSECTION MONUMENTS.
- * DENOTES HUB AND LATH SET ON PROPERTY LINE BY THIS SURVEY IN XXXX OF 2020.
- * DENOTES CALCULATED POINT ONLY.
- THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRAVERSE USING A GEOMAX ZOOM 90 TOTAL STATION WITH A CARLSON SURVEYOR 2 DATA COLLECTOR/FIELD COMPUTER IN XXXXX OF 2020.
- THIS SURVEY WAS PERFORMED USING A LEICA RX1250T GPS SYSTEM IN XXXX OF 2020.
- THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE TAX PARCEL No. 4003151831630000 AND 4003152481650000. COMPASS POINT SURVEY, LLC ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE.
- THIS SURVEY TIED INTO SECTION MONUMENTATION AS SHOWN. THE BASIS OF BEARINGS FOR THIS SURVEY IS XXXXXXXXXXXX FILED UNDER A.F. NO. XXXXXXXXXXXX. THIS SURVEY RELIED UPON SAID SURVEY FOR SECTION SUBDIVISION.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS THAT A CURRENT TITLE REPORT MIGHT REVEAL.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON AN ACTUAL SURVEY MADE IN COMPLIANCE WITH STATE LAWS.

_____, DATE _____
DAVID G. LEIGHTON, CERTIFICATE NO. 53687
COMPASS POINT SURVEY, LLC, 523 FRONT STREET, LYNDEN, WA 98264



AUDITOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF COMPASS POINT SURVEY, LLC.

THIS ____ DAY OF _____, 2020 AT ____ M, AND THAT IT IS RECORDED

UNDER WHATCOM COUNTY AUDITOR'S FILE No. _____ RECORDS OF WHATCOM COUNTY, WASHINGTON.

_____, BY DEPUTY

PUBLIC WORKS DEPARTMENT APPROVAL:

EXAMINED AND APPROVED BY THE LYNDEN PUBLIC WORKS DEPARTMENT AS TO THE LAYOUT OF ROADS AND RIGHTS-OF-WAY AND ACCEPTANCE OF THE DEDICATION AND/OR EASEMENTS ON BEHALF OF THE CITY OF LYNDEN IN ACCORDANCE WITH THE CITY OF LYNDEN DEVELOPMENT STANDARDS.

THIS ____ DAY OF _____, 2020.

STEVE BANHAM, P.E., CITY OF LYNDEN PUBLIC WORKS DIRECTOR

CITY PLANNING APPROVAL:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT FOR CONFORMANCE WITH APPLICABLE STATE STATUES AND CITY SUBDIVISION AND ZONING ORDINANCES AND HEREBY APPROVE THE SAME.

THIS ____ DAY OF _____, 2020.

HEIDI GUDDE, AICP, CITY OF LYNDEN PLANNING DIRECTOR

CITY PLANNING COMMISSION APPROVAL:

EXAMINED AND APPROVED BY THE CITY OF LYNDEN PLANNING COMMISSION.

THIS ____ DAY OF _____, 2020.

CHAIRMAN, CITY OF LYNDEN PLANNING COMMISSION

CITY COUNCIL APPROVAL:

APPROVED BY THE ORDER OF THE CITY OF LYNDEN, WASHINGTON, BY AN ORDER MADE AND ENTERED ON

THIS ____ DAY OF _____, 2020.

SCOTT KORTHUIS, MAYOR, CITY OF LYNDEN

ATTEST: CITY CLERK

FINANCE DIRECTOR APPROVAL:

I, ANTHONY BURROWS, FINANCE DIRECTOR OF THE CITY OF LYNDEN, WASHINGTON, DO HEREBY CERTIFY THAT I AM THE OFFICER IN CHARGE OF COLLECTIONS OF SPECIAL ASSESSMENTS LEVIED BY THE CITY OF LYNDEN ON ALL LAND EMBRACED IN THIS PLAT AND THAT ALL CITY ASSESSMENTS FOR WHICH THE PROPERTY EMBRACED IN THIS PLAT MAY BE LIABLE AT THIS DATE AND THAT ALL SPECIAL CITY OF LYNDEN ASSESSMENTS ASSESSED AGAINST THE PROPERTY IN THIS PLAT WHICH UNDER SAID PLAT BECOMES STREETS, ALLEYS AND OTHER PUBLIC PLACES, HAVE BEEN PAID.

ANTHONY BURROWS, CITY OF LYNDEN FINANCE DIRECTOR DATE _____

WHATCOM COUNTY TREASURER'S CERTIFICATE:

I, _____, WHATCOM COUNTY TREASURER, WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT ENTITLED "KAMM CREEK PRD" AND ALL DELINQUENT ASSESSMENTS HAVE BEEN FULLY PAID, SATISFIED OR DISCHARGED AS SHOWN IN THE RECORDS OF MY OFFICE.

DATED THIS ____ DAY OF _____, 2020.

_____, TREASURER, WHATCOM COUNTY, WASHINGTON

MAINTENANCE OF PRIVATE STORMWATER FACILITIES:

THE PROPERTY OWNER(S) OR COMMUNITY ASSOCIATION HAS THE RESPONSIBILITY TO PROPERLY MAINTAIN ALL STORMWATER FACILITIES NOT WITHIN CITY RIGHTS-OF-WAY. THE CITY MAY ACCESS AND INSPECT ALL STORMWATER FACILITIES AND COMMUNITY ASSOCIATION INSPECTION RECORDS. IF THE PROPERTY OWNER(S) OR COMMUNITY ASSOCIATION HAS FAILED TO MAINTAIN THE STORMWATER FACILITIES, THE CITY CAN ISSUE WRITTEN NOTICE SPECIFYING THE REQUIRED ACTIONS. IF THE ACTIONS ARE NOT CORRECTED IN A TIMELY MANNER OR IN THE EVENT OF A PUBLIC HAZARD, THE CITY MAY ENTER THE PROPERTY TO PERFORM THE ACTIONS NEEDED AND BILL THE PROPERTY OWNER(S) OR COMMUNITY ASSOCIATION. ANY ACTION TAKEN BY THE CITY OF LYNDEN SHALL NOT RELIEVE THE PROPERTY OWNER(S) OR COMMUNITY ASSOCIATION FROM ITS RESPONSIBILITY TO MAINTAIN THE STORMWATER FACILITIES.

RIGHT TO FARM DISCLOSURE STATEMENT:

THE SUBJECT PROPERTY IS WITHIN OR NEAR DESIGNATED AGRICULTURE LANDS ON WHICH A VARIETY OF COMMERCIAL ACTIVITIES MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF LIMITED DURATION. YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, INSECTS, FUMES, DUST, SMOKE, THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 24-HOUR PERIOD (INCLUDING AIRCRAFT), THE STORAGE AND APPLICATION OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. THE CITY OF LYNDEN AND WHATCOM COUNTY HAS DETERMINED THAT THE USE OF REAL PROPERTY FOR AGRICULTURAL OPERATIONS IS A HIGH PRIORITY AND FAVORED USE AND WILL NOT CONSIDER TO BE A NUISANCE THOSE INCONVENIENCES OR DISCOMFORTS ARISING FROM FARM OPERATIONS, IF SUCH OPERATIONS ARE CONSISTENT WITH COMMONLY ACCEPTED GOOD MANAGEMENT PRACTICES AND OTHERWISE COMPLY WITH LOCAL, STATE, AND FEDERAL LAWS.

RIGHT TO FARM COVENANT:

THIS PROPERTY IS LOCATED WITHIN ONE-HALF MILE OF AN OPERATING FARM, AGRICULTURE OR RURAL DISTRICT. THE DEVELOPER AND ANY SUBSEQUENT PURCHASER OR SUCCESSORS IN INTEREST OF ALL OF THE LOTS WITHIN THIS SHORT PLAT WILL REFRAIN FROM ANY LEGAL ACTION TO RESTRAIN OR COLLECT DAMAGES FROM OWNERS OR OPERATORS OF SUCH SAID AGRICULTURAL LANDS; FROM THE CITY OF LYNDEN; OR FROM WHATCOM COUNTY, ARISING OUT OF ANY REASONABLE AND LAWFUL FARM OPERATIONS ON SAID AGRICULTURAL LANDS WHICH OCCURS IN THE NORMAL COURSE OF THEIR ESTABLISHED USE. UPON SALE OF EACH LOT, THE SELLER SHALL REQUIRE THAT THE "DISCLOSURE STATEMENT" AS SET FORTH IN CHAPTER 17.23.040 SECTION B, LYNDEN MUNICIPAL CODE BE SIGNED BY THE PURCHASER AND RECORDED IN THE COUNTY AUDITOR'S OFFICE IN CONJUNCTION WITH THE DEED CONVEYING SAID LOT. THIS COVENANT SHALL RUN WITH THE LAND.

PLAT NOTES AND CONDITIONS:

- FOR ADDITIONAL PLAT RESTRICTIONS SEE THAT CERTAIN DECLARATION OF COVENANTS, RESTRICTIONS AND ARCHITECTURAL STANDARDS RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. _____.
- ALL LOTS SHALL HAVE ONSITE DOWNSPOUT INFILTRATION PER APPROVED PLAT DRAINAGE PLAN.

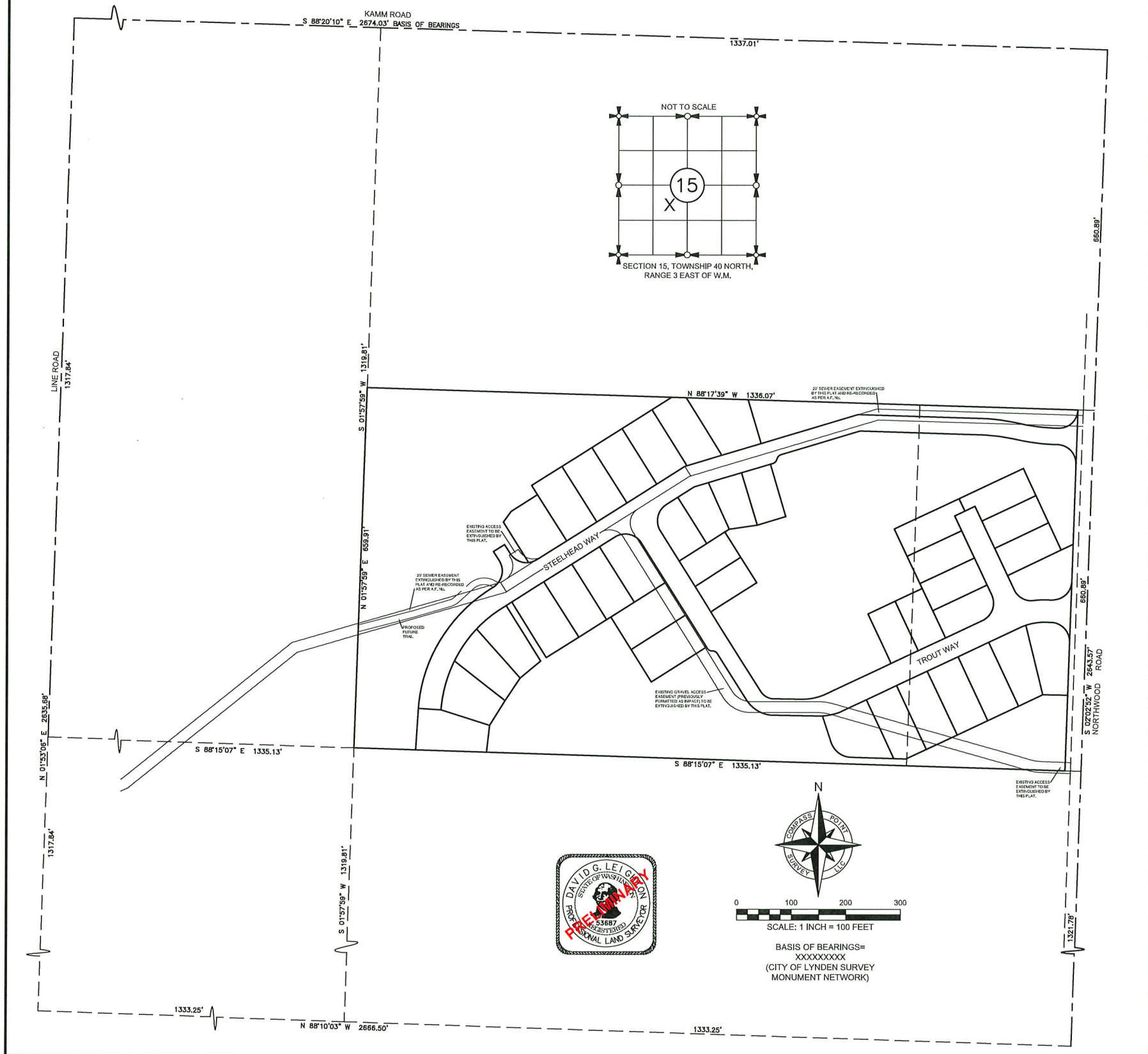
PRIVATE STREET NOTE:

SEE A.F.No. _____ (P.R.D. DEVELOPMENT AGREEMENT) AND A.F.No. _____ (DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS) FOR MAINTENANCE AGREEMENTS FOR PRIVATE STREETS AND UTILITIES IN TRACT A.

SHEET: 1 OF 4	DATE: 06/22/20 06/10/20	2. 154003-06 CRD: 154003-06SOUTH.CRD	 COMPASS POINT SURVEY, LLC 523 FRONT STREET, LYNDEN, WA 98264 PH. 360-354-8320 FAX. 360-354-8321
DRAWN BY: RL	REVIEWED BY: DL	DRAWING: KAMM CREEK PRD.DWG	

KAMM CREEK PRD

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.



SHEET: 2 OF 4	DATE: 08/10/20	S: N154003-06
	11/11/20	CRD: NS4003-.DSSOUTH.CRD
DRAWN BY: RL	REVIEWED BY: DL	DRAWING: KAMM CREEK PRD.DWG

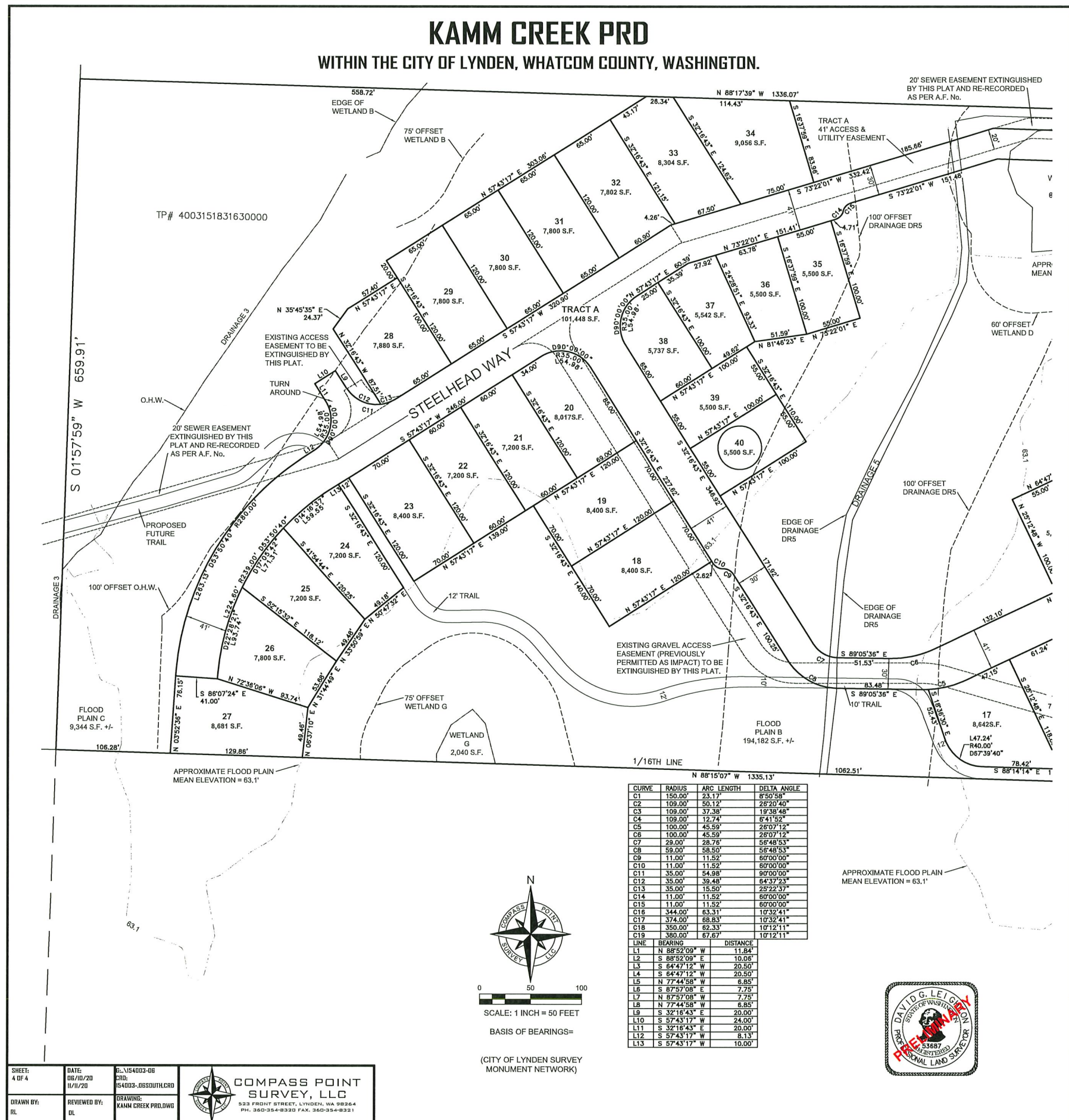


COMPASS POINT SURVEY, LLC
 523 FRONT STREET, LYNDEN, WA 98264
 PH. 360-354-9320 FAX. 360-354-9321

Revised per P.C.
recommendations
11.11.20

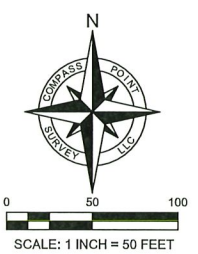
KAMM CREEK PRD

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	150.00'	23.17'	8°50'58"
C2	109.00'	50.12'	26°20'40"
C3	109.00'	37.38'	19°38'48"
C4	109.00'	12.74'	5°41'52"
C5	100.00'	45.59'	26°07'12"
C6	100.00'	45.59'	26°07'12"
C7	29.00'	28.76'	56°48'53"
C8	59.00'	58.50'	56°48'53"
C9	11.00'	11.52'	60°00'00"
C10	11.00'	11.52'	60°00'00"
C11	35.00'	54.98'	90°00'00"
C12	35.00'	39.48'	64°37'23"
C13	35.00'	15.50'	29°22'37"
C14	11.00'	11.52'	60°00'00"
C15	11.00'	11.52'	60°00'00"
C16	344.00'	63.31'	10°32'41"
C17	374.00'	68.83'	10°32'41"
C18	350.00'	62.33'	10°12'11"
C19	380.00'	67.67'	10°12'11"

LINE	BEARING	DISTANCE
L1	N 88°52'09" W	11.84'
L2	S 88°52'09" E	10.00'
L3	S 64°47'12" W	20.50'
L4	S 64°47'12" W	20.50'
L5	N 77°44'58" W	6.85'
L6	S 87°57'08" E	7.75'
L7	N 87°57'08" W	7.75'
L8	N 77°44'58" W	6.85'
L9	S 32°16'43" E	20.00'
L10	S 57°43'17" W	24.00'
L11	S 32°16'43" E	20.00'
L12	S 57°43'17" W	8.13'
L13	S 57°43'17" W	10.00'



SCALE: 1 INCH = 50 FEET

BASIS OF BEARINGS=

(CITY OF LYNDEN SURVEY MONUMENT NETWORK)

APPROXIMATE FLOOD PLAIN MEAN ELEVATION = 63.1'

SHEET: 4 OF 4	DATE: 06/10/20 11/11/20	PLAN: 154003-06 154003-08SOUTH.CRD	
DRAWN BY: RL	REVIEWED BY: DL	DRAWING: KAMM CREEK PRD.DWG	

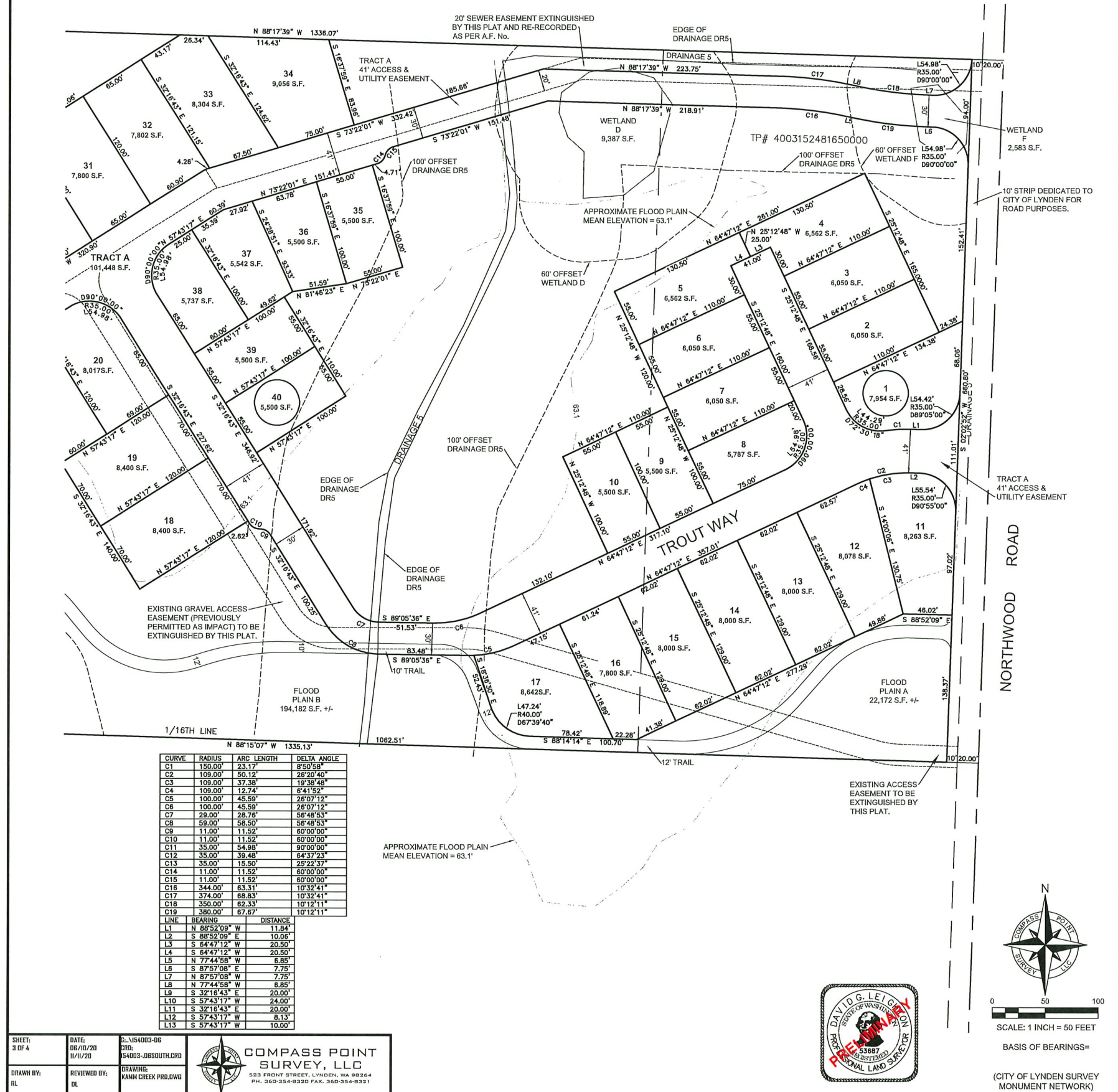
COMPASS POINT SURVEY, LLC
533 FRONT STREET, LYNDEN, WA 98264
PH. 360-354-8320 FAX. 360-354-8321



Revised per P.C.
Recommendations.
11-11-20

KAMM CREEK PRD

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	150.00'	23.17'	8°50'58"
C2	109.00'	50.12'	26°20'40"
C3	109.00'	37.38'	19°38'48"
C4	109.00'	12.74'	6°41'52"
C5	100.00'	45.59'	28°07'12"
C6	100.00'	45.59'	28°07'12"
C7	29.00'	28.76'	58°48'53"
C8	59.00'	58.50'	58°48'53"
C9	11.00'	11.52'	60°00'00"
C10	11.00'	11.52'	60°00'00"
C11	35.00'	54.98'	90°00'00"
C12	35.00'	39.48'	84°37'23"
C13	35.00'	15.90'	29°22'37"
C14	11.00'	11.52'	60°00'00"
C15	11.00'	11.52'	60°00'00"
C16	344.00'	63.31'	10°32'41"
C17	374.00'	68.83'	10°32'41"
C18	350.00'	62.33'	10°12'11"
C19	380.00'	67.67'	10°12'11"

LINE	BEARING	DISTANCE
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L11	S 32°18'43" E	20.00'
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L13	S 57°43'17" W	10.00'

COMPASS POINT SURVEY, LLC
533 FRONT STREET, LYNDEN, WA 98264
PH. 360-354-9320 FAX. 360-354-9321

SHEET: 3 OF 4
DATE: 06/10/20
11/11/20
DRAWN BY: RL
REVIEWED BY: DL

S:\154003-06
SRD:\154003-06SOUTH.CRD
DRAWING:
KAMM CREEK PRD.DWG



N
COMPASS POINT SURVEY, LLC

SCALE: 1 INCH = 50 FEET
BASIS OF BEARINGS=
(CITY OF LYNDEN SURVEY MONUMENT NETWORK)

CITY OF LYNDEN

PLANNING DEPARTMENT
360-354-5532



PLANNING COMMISSION MEETING MINUTES

7:30 PM October 8, 2020
Microsoft Teams Meeting

1. CALL TO ORDER

2. ROLL CALL

Present: Tim Faber, Blair Scott and Nikki Turner, Diane Veltkamp, and Karen Timmer

Absent with notice: Bryan Korthuis with notice.

Staff Present: Gudde, Planning Director, Samec, City Planner, Timmer, City Planner

3. APPROVAL OF MINUTES

A. July 22, 2020

Faber motioned to approve the July 22, 2020, Special Planning Commission Minutes as submitted. Seconded by Turner and the motion passed 5-0.

B. August 27, 2020

Turner motioned to approve the August 27, 2020, Planning Commission Minutes as submitted. Seconded by G. Veltkamp and the motion passed 5-0.

4. DECLARATION OF CONFLICT

None of the Commissioners reported any ex-parte contact or conflict of interest.

5. PUBLIC HEARING

A. MPRD #20-02, Kamm Creek MPRD, 8585 Northwood Road

D. Veltkamp opened the public hearing.

Gudde addressed the Executive Summary for the proposal and stated that Bob Libolt, representing Kamm Creek Investments LLC, has requested the approval of a Master Planned Community (MPRD) concept for the 20-acre property located on the west side of Northwood Road approximately 640 feet south of Kamm Road.

The property is unique in that it is significantly impacted by critical areas and floodplain. As a result, although the underlying RS-100 zoning allows for up to 4 homes per acre, the proposed development reaches a gross density of only 2 units per acre. The proposal includes a blend of lot sizes with about 15 lots in the 5,000-6,000 sf range and most of the remaining lots over 7,800 sf in size.

Staff agrees that the property is a good fit for a planned residential district because of the constraints associated with the critical areas and flood plains. However, a few concerns remain. These are addressed in the final TRC report dated October 2, 2020. The conditions related to staff recommendation relate to setbacks, street design, a traffic study update, and lot coverage.

Gudde also noted that the applicant did submit a revised street section that meets the staff recommendation.

Pedestrian Connection: Per Staff’s recommendation, the applicant has also included an asphalt pedestrian path and public access easement parallel to Northwood Road, west of the existing ditch. A path of this nature is preferred as it will be some time before full roadway improvements will occur on Northwood Road - especially since the property to the east is not within the City's Urban Growth Area. In addition, this development will accommodate the construction of and/or dedication of property for future public use connections to the East Lynden Loop Trail with access provided to the west.

Traffic Study Update: The applicant has submitted a revised/updated Traffic Analysis that provides data for 40-homes instead of 35.

Setbacks: The applicant has indicated that the standard PRD front setback of 15 feet will be met. Staff recommends that the final development agreement also include rear setbacks and side setbacks although. LMC 19.29 does not require specific side and rear setbacks other than the required 25-foot PRD boundary. Lot 11 would require a site-specific standard as the less than the 25-foot perimeter in order to maintain an adequate buildable area. Staff recommends the following:

- a. PRD perimeter of 25 feet.
- b. Rear setback of 20 feet on lots less than 7,000 sf. Rear setback of 30 feet on lots greater than 7,000. Open sided patio / deck roofs allowed to encroach up to 12 feet into the rear setbacks.
- c. Side setbacks of 7 feet. Except, lot 11 – Site specific standard of a reduced PRD perimeter on the eastern property line. Minimum street side setback of 7 15-feet consistent with underlying zoning (corrected type-o)
- d. Front setbacks of 15 feet.
- e. Garage door setback of 24 feet.

Lot Coverage: Applicant has indicated that lot coverage is “not expected to exceed 40%”. Staff recommends that language be modified so that a specific maximum lot coverage of 40% be indicated in the final development agreement. Given the amount of common open space, staff is supportive of a 40% lot coverage.

Street Design: City of Lynden Engineering Design Standards describe a private street standard in Division 4.3(B) that can be used in PRDs that generate less than 150 average

daily vehicle trips. This includes a minimum roadway width of 30 feet that allows for parking on one side and a 5-foot sidewalk on one side. The standard also requires that the roadway be constructed with a vertical curb and gutter.

The applicant has requested that this private street standard be used although the development will generate more than 330 average daily trips. The applicant has also proposed an alternate design that includes a concrete walkway that is flush with the surface of the street.

Given that many lots exceed 7,000 square feet and can provide on-site parking. And, given that much of the property is constrained by critical areas and flood plain. And, given that the applicant has designed a pedestrian trail system that can take the place of some sidewalk amenities, staff will support the private street standard that calls for parking on one side and sidewalk on one side. However, given the scale of the community and amount of traffic generated, staff cannot support a pedestrian walkway that is not separated from the street. Separated walkways provide a safer environment for pedestrians, especially small children. Staff recommends that vertical curb on the sidewalk side be required. Staff also recommends that a 3 to 4-foot vegetated parking strip be required to avoid abrupt vertical changes in the sidewalk at each driveway cut.

Staff is supportive of the proposed reduced roadway width of 24 feet only in areas within the critical areas and their associated buffers.

Driveways: City of Lynden code requires that driveways measure a minimum of 25 feet in depth to accommodate parked vehicles without blocking sidewalks. The PRD originally proposed 20-foot driveways but later, given staff concerns regarding parking, revised the proposal to 24-feet. The applicant has indicated that the proposal will meet the parking standard typical of single-family development. Staff is supportive of the 1-foot reduction of driveway length if on-street parking is provided as per the private street standard.

Bob Libolt of Kamm Creek Investments LLC, 125 Rosemary Way, Lynden
Libolt addressed the Commission and stated Kamm Creek MPRD is a Master Planned Residential Development of a 20-acre property in the southeast area of the City of Lynden.

The Project is a 40-lot residential subdivision of a unique property that includes areas within the 100-year flood-plain and two regulated streams. These undevelopable areas create a highly desirable open space abutting nearly all the lots. The 5.2 acres within the flood plain leaves a 14.8 acres area for the development which under the RS100 zoning allows up to 59 lots. However substantial critical areas and related buffers create the need to cluster the lots within the remaining buildable areas of the project leaving extensive undeveloped areas.

Libolt stated that the property has area within the 100-year flood plain, however, regular flood events would not come close to the property. Recent flood years did not impact this property at all. It could happen however, it is unlikely.

The access to the proposed development will be along Northwood Road. No other location makes sense due to the wetlands / flood plain.

The Project will also implement as much Low Impact Development design and methods as possible. This will include pervious paving and required use of solar power.

The goal is to develop a highly desirable, pedestrian friendly, neighborhood that offers a variety of lot sizes allowing construction of homes of different sizes and prices. A paved trail connecting both clusters of homes will provide opportunity for the residents to exercise and socialize.

Libolt stated that he has agreed to a larger private road width as requested by the City. That additional R.O.W will reduce the lots sizes, specifically to lots 18- 22, however, none of those lots will be below 7200 square feet. The private streets are designed to enhance the rural character of the project and help minimize the unavoidable impacts to critical areas. Would prefer to have public streets, however, they would be a substantial impact if they were built to that standard.

A pedestrian loop of over one-half mile including the trail and private streets will be an important part in encouraging neighbors to experience a sense of community and to enjoy the natural beauty of this special setting. Almost every lot will have open / green space.

Libolt stated that he agrees with the Staff Report and their recommendations.

K. Timmer addressed the private roads and stated that it is very important that buyers know that the roads are not public and that they will be responsible for the duties that come with that. An HOA must be set up prior to approval and there should be a maintenance responsibility / acknowledgment on the face of the plat for protection of all.

Libolt also wanted to mention that Lots 1-10 will provide an affordable component to this development. Libolt would like to sell them to one builder with a requirement to build a specific plan.

D. Timmer stated that new FEMA maps are scheduled to be approved in 2022. It does change the elevation a bit. It will be pretty close to the line on the application map. Lot 22 will see the greatest water impact, but even then, it is pretty unlikely.

K. Timmer asked about parking. Libolt stated that each home will have 4 off street spaces (2 car garage and two stalls in front). There will be roughly room to park about 30 cars on street. Libolt stated that there seems to be a lot of discussion about the desire for additional parking. The code only speaks to off-street parking. This development meets the requirement. If the City wants more parking, it should be spelled out.

G Veltkamp had questions about slopes on the properties and asked what in the measurement in between each contour? Libolt replied, 1-foot. Are you thinking that daylight basements will be constructed on the lots with a 3 to 4 foot elevation change? Libolt stated that a daylight basement could be constructed. Lots 18-27 have the greatest change in topo.

Faber asked if there has been any discussion regarding connectivity to the west? Gudde stated that not for this project, however, would likely see a connection through the Koetje property (to the west) when it is developed. The City would like to see Bradley Road connect to Kamm Road.

D. Veltkamp addressed the request for an exception to the PRD perimeter setback on lot 11 & 27? Is there anyway to meet the requirement of the code? Libolt stated that his understanding is that the PRD buffer setback is to buffer from neighboring properties / houses not necessarily a street?

The side yard setback for lot 11 will be considered a corner lot and will be subject to a 15-foot side setback. There was an oversight on #3 c of the Staff Report and needs to be revised from 7-feet to 15-feet. With the correction to 15-feet, the Commission noted that they were more comfortable with that specific request.

Pedestrian Path: There was brief discussion regarding staff’s recommendation regarding the asphalt pedestrian path along Northwood Road. Libolt has agreed to construct the path.

Driveways: Libolt indicated that he prefers to have 20-foot driveways, however can live with the recommended 24-feet if need be. Would like to be allowed 20 feet where there is no sidewalk in front and 24-feet for those with sidewalks. K. Timmer stated that she prefers to see 24-foot driveways, especially with the narrower streets.

Speaking in Opposition: None. Gudde stated that no comments were received from the public regarding this request.

Brief discussion regarding mineral rights. Libolt has not looked into it, however, will look into having the clause removed? In most cases you cannot find who the beneficiaries are? K. Timmer stated that Libolt can get a title company to insure over the mineral rights. This is very common. It is unlikely that the family would come back for the rights once the homes are built.

1.28 There was brief discussion regarding soils and stormwater. Prior to site plan and/or preliminary plat approval, a Stormwater Site Plan Narrative per the City's Manual for Engineering Design and Development Standards. addressing all Stormwater minimum requirements shall be submitted and a erosion control plan must be included.in the drainage and construction plans.

Turner asked about #27 (e) of the Staff Report regarding that the proposal has more units than what was anticipated per the sewer comprehensive plan. Gudde stated that the issue will be dealt with during civil plan review. Offsite improvements may be required.

The Commission had no further questions.

Scott motioned to close the public hearing. Seconded by G. Veltkamp and the motion passed, 5-0.

Criteria for Approval as required in 19.29.110 of the LMC.

A. Design Criteria: The design of the PRD or MPRD shall achieve two or more of the following results:

- 1. High quality architectural design, placement, relationship or orientation of the structures; **Applicants Response:** The Project is located on a site that has two elevated knolls where homes can be constructed in clusters above the flood plain and allowing strategic buffer areas to the critical areas. The homesites are carefully oriented to benefit from the views of the valley and farmlands and to enjoy the spaciousness afforded by these open space areas. Nearly every lot abuts an open space area.
- 2. Achieving the allowable density for the subject property; **Applicants Response:** While the RS100 zoning would allow up to 4 units per acre it is more typical to get a yield of about 3 units per acre when using a standard subdivision with a minimum 10,000 square foot lots and full 60-foot rights of way. Based on the 14.77 acres net of the flood plain the maximum allowable would be 59 units but typical subdivision in RS100 would yield 45 lots. The proposed 40 lots is a density somewhat less than that allowing under the current zoning but a reasonable yield for a property with this amount of critical area impacts.
- 3. Providing housing types that effectively serve the affordable housing needs of the community; **Applicants Response:** The project includes 15 lots that are somewhat smaller and will provide opportunity for new homes at the lower end of the Lynden real estate market.
- 4. Improving circulation patterns; **Applicants Response:** The project is isolated from all directions by wetlands except to the east. And being at the edge of the City limits and rural flood-plain there is no opportunity for a regional improved vehicular circulation.
- 5. Minimizing the use of impervious surfacing materials; **Applicants Response:** The proposed smaller paved private lanes substantially reduce the impervious surface area.
- 6. Increasing open space or recreational facilities on-site; **Applicants Response:** The project protects and improves a substantial open space area in the avoidance of the flood-plain and establishment of critical area buffers that are currently being farmed. The proposed trail will offer a pleasant option for the residents to exercise and socialize.

7. Preserving, enhancing or rehabilitating the natural features of the property such as significant woodlands, or critical areas; **Applicants Response:** The two streams are being preserved with substantial buffers and enhanced buffer planting. A large wooded wetland area in the northwest corner of the property will be also be preserved.

B. Perimeter Design. The perimeter of a PRD or MPRD shall be appropriate in design, character and appearance with the existing or intended character of the development adjacent to the subject property and with the physical characteristics of the property.

Applicants Response: The project has minimal development on the perimeter with most of it left as open space. The easterly portion of the north perimeter, being the only location entirely above the flood plain, will provide the primary access to the west portion of the project. The westerly portion of the north perimeter will be mostly set aside as buffer and critical area preservation. The easterly perimeter fronting Northwood Road will have both access points and two lots fronting the road with the rest left as open space area. The south perimeter except for three lots will be mostly open space with a community trail. The west perimeter of the project will be left undisturbed as a natural stream corridor.

C. Streets and Sidewalks. Existing and proposed streets and sidewalks within a PRD or MPRD shall be suitable to carry the anticipated traffic within the proposed development and the vicinity. The design of the circulation system shall be consistent with the requirements of Chapter 18.14 LMC.

Applicants Response: The proposal provides a redundant access with two entry streets, one entirely above the 100-year flood plain and the other having a portion slightly within the flood plain. The streets will be private to minimize the width and unavoidable impacts to the critical areas. The rural character of the project is enhanced by minimizing the pavement, using soft edges and providing a trail for pedestrian use instead of sidewalks. A Traffic Study by Gibson Traffic Consultants demonstrates the proposed street improvements and existing area streets are adequate and will serve the project well.

The Commission stated that they appreciated Gudde's recommendations in the Staff Report. They were very helpful during the reviewing of the application. The Commission felt that if the applicant can agree to the conditions as spelled out in the Staff Report then the request appears to be appropriate..

Faber motioned to recommend approval of the Kamm Creek MPRD as presented subject to the conditions and recommendations of the Technical Review Committee Report dated October 2, 2020, and further subject to the following conditions;

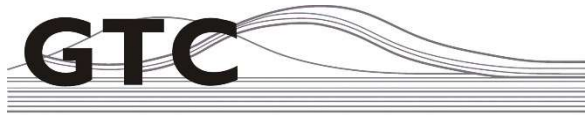
1. **#3 (C) of the Staff Report to be revised from a 7-foot side yard setback to 15-feet for Lot 11.**

2. **Setbacks listed under TRC Report #3 are approved as per Staff recommendations.**
3. **Lot Coverage approved as outlined in #4 of the TRC report.**
4. **The Commission is in agreement with the requested PRD Deviations as follows:**
 - **A 24-foot setback from property line to face of garage doors (from the required 25-foot).**
 - **An exception to the requirement for a 25-foot PRD Perimeter on lots 11 and 27. The side yard for lot 11 will be 15-feet and the side setback for lot 27 will be 7-feet (meets criteria #3).**
 - **To allow a 30-foot right of way private street with sidewalks on one side of the street (from the requirement for sidewalks on both sides). (meets #2 of criteria)**
 - **The reduction in road width from 30-feet to 24-feet over critical areas and associated buffers (meets #2 of checklist).**

Seconded by Scott, and the motion passed 5-0.

6. ADJOURNMENT

Motion to adjourn by G. Veltkamp / Second by Turner. Meeting adjourned at 8:15 pm.



Gibson Traffic Consultants, Inc.
2813 Rockefeller Avenue
Suite B
Everett, WA 98201
425.339.8266

Kamm Creek PRD Traffic Impact Analysis

Jurisdiction: City of Lynden
April 2020



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ATTACHMENTS

Trip Generation Calculations A

Counts and Turning Movement Calculations B

Level of Service Calculations C

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1. DEVELOPMENT IDENTIFICATION

The Kamm Creek PRD is proposed to consist of 40 single-family detached (SFD) homes. The proposed residential development is located on the west side of Northwood Road, south of Kamm Road. A site vicinity map is shown in Figure 1.

Zach Wieben, responsible for this report and traffic analysis, is a licensed professional engineer (Civil) in the State of Washington and member of the Washington State section of ITE.

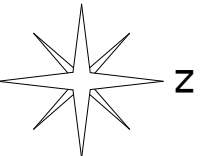
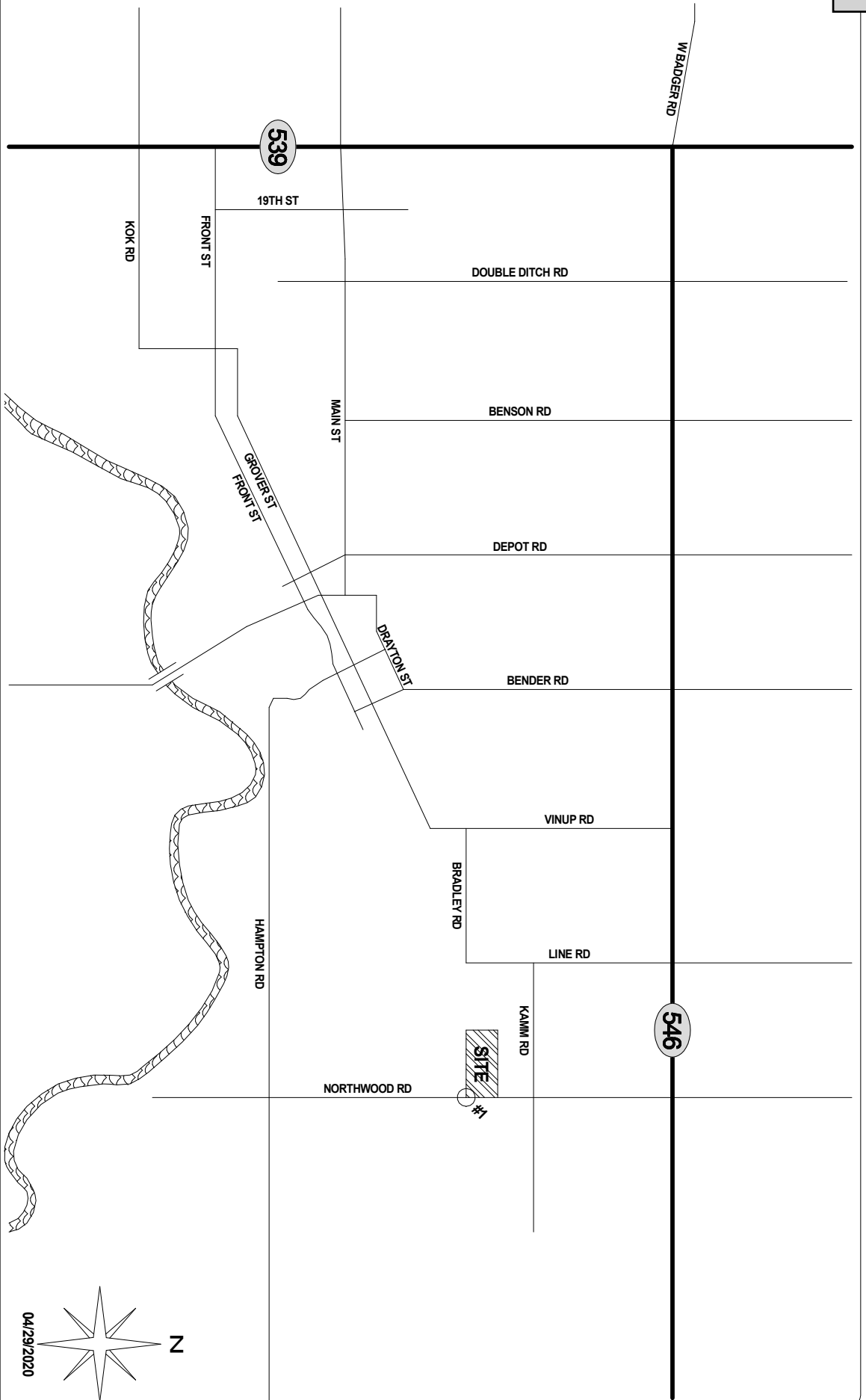
2. METHODOLOGY

2.1 General

Trip generation for the development is based on national data contained in *Trip Generation Manual, 10th Edition (2017)* by the Institute of Transportation Engineers (ITE). The average rates for Land Use Code 210, Single-Family Detached Housing, were used in the trip generation calculations.

2.2 Scope of Analysis

GTC performed future level of service analysis at a combined site access. Counts conducted by the City of Lynden in June and July 2019 on Northwood Road north of Kamm Road were reviewed for the access LOS analysis. Additionally, channelization warrants were performed for a combined site access.



04/29/2020

GIBSON TRAFFIC CONSULTANTS

TRAFFIC IMPACT STUDY
GTC #20-081

KAMM CREEK PRD
40 SFD UNITS

LEGEND



DEVELOPMENT SITE



STUDY INTERSECTION

FIGURE 1

**SITE VICINITY
MAP**

CITY OF LYNDEN

Congestion is generally measured in terms of level of service (LOS). The *Highway Capacity Manual 6th Edition* by the Transportation Research Board rates road facilities and intersections between LOS A and LOS F, with LOS A being free flow and LOS F being forced flow or over-capacity conditions. A summary of the level of service criteria is included in Table 1. The level of service at signalized, all-way stop-controlled and roundabout intersections is based on the average delay of all approaches. The level of service for two-way stop-controlled intersections is based on the average delay for the critical stopped approach. Geometric characteristics and conflicting traffic movements are taken into consideration when determining level of service values. The level of service analysis for this report has been performed using the *Synchro 10.2, Build 0* software for signalized and unsignalized intersections.

Table 1: Level of Service Criteria for Intersections

Level of ¹ Service	Expected Delay	Intersection Control Delay (Seconds per Vehicle)	
		Unsignalized Intersections	Signalized & Roundabout Intersections
A	Little/No Delay	≤10	≤10
B	Short Delays	>10 and ≤15	>10 and ≤20
C	Average Delays	>15 and ≤25	>20 and ≤35
D	Long Delays	>25 and ≤35	>35 and ≤55
E	Very Long Delays	>35 and ≤50	>55 and ≤80
F	Extreme Delays ²	>50	>80

The City of Lynden's LOS standard is LOS D for signalized, roundabout, and all-way stop-control intersections. The LOS standard for unsignalized two-way stop-control intersections is LOS E.

¹ **Source:** *Highway Capacity Manual 6th Edition*.

LOS A: Free-flow traffic conditions, with minimal delay to stopped vehicles (no vehicle is delayed longer than one cycle at signalized intersection).

LOS B: Generally stable traffic flow conditions.

LOS C: Occasional back-ups may develop, but delay to vehicles is short term and still tolerable.

LOS D: During short periods of the peak hour, delays to approaching vehicles may be substantial but are tolerable during times of less demand (i.e. vehicles delayed one cycle or less at signal).

LOS E: Intersections operate at or near capacity, with long queues developing on all approaches and long delays.

LOS F: Jammed conditions on all approaches with excessively long delays and vehicles unable to move at times.

² When demand volume exceeds the capacity of the lane, extreme delays will be encountered with queuing which may cause severe congestion affecting other traffic movements in the intersection.

3. TRIP GENERATION

The trip generation calculations for the Kamm Creek PRD are based on average trip generation rates for Land Use Code 210, Single-Family Detached Housing, contained in *Trip Generation Manual, 10th Edition (2017)* by ITE. The development is proposed to include 40 total units. The trip generation is summarized in Table 2.

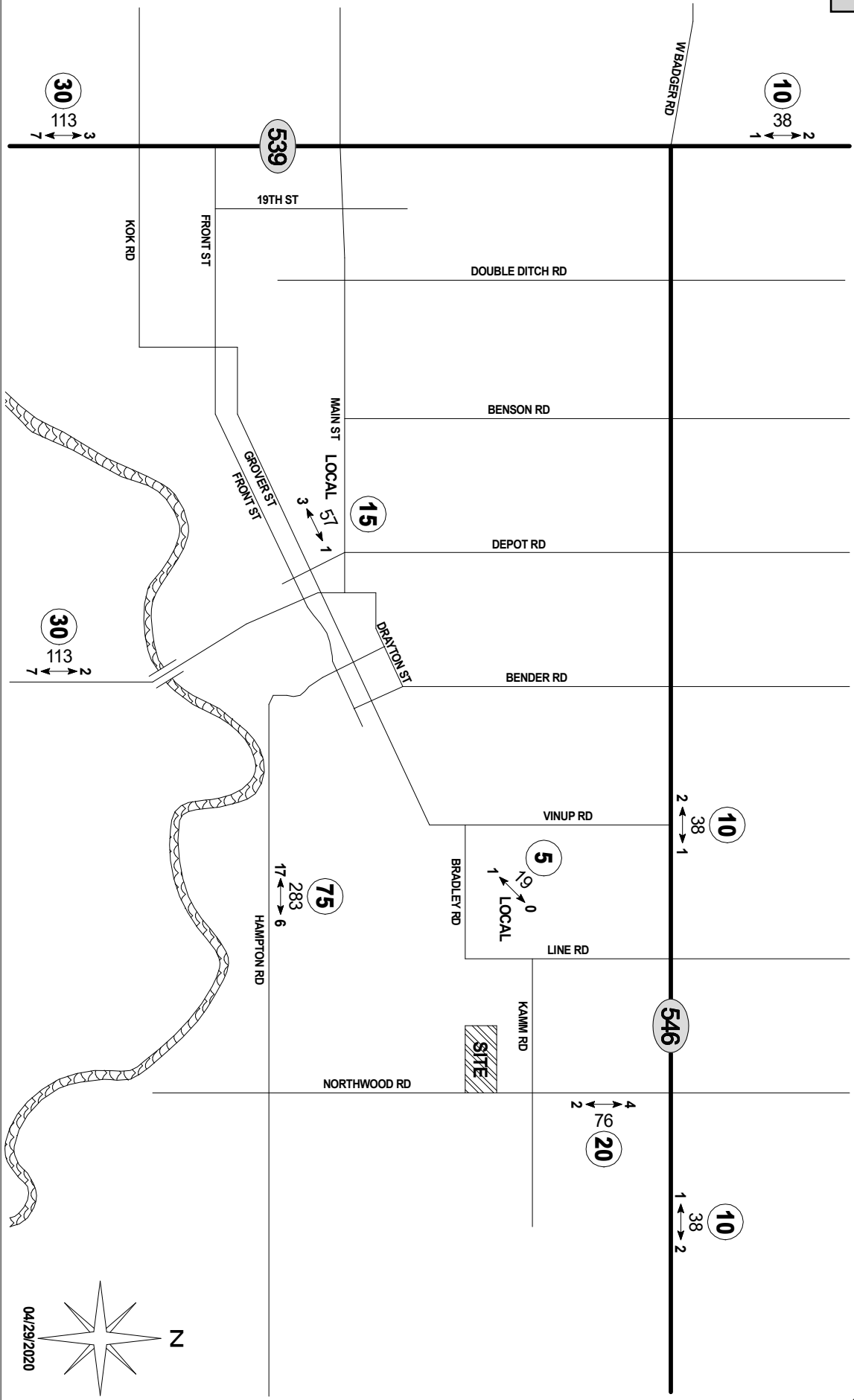
Table 2: Trip Generation Summary

40 Single-Family Units ITE LUC 210	Average Daily Trips			AM Peak-Hour Trips			PM Peak-Hour Trips		
	Inbound	Outbound	Total	Inbound	Outbound	Total	Inbound	Outbound	Total
Generation Rate	9.44 trips per unit			0.74 trips per unit			0.99 trips per unit		
Splits	50%	50%	100%	25%	75%	100%	63%	37%	100%
Trips	189	189	378	8	22	30	25	15	40

The 40 new residential units are estimated to generate 378 average daily trips (ADT) with 30 AM peak-hour trips and 40 PM peak-hour trips.

4. TRIP DISTRIBUTION

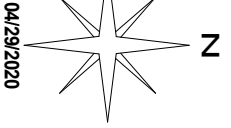
Trip distribution and traffic assignments for Kamm Creek PRD are based on employment and retail areas in the site vicinity. It is estimated that 75% of the site traffic will travel to and from the south on Northwood Road. The remaining 25% of the development's trips will travel to and from the north on Northwood Road. The AM and PM peak-hour trip distributions are included in Figure 2 and Figure 3, respectively.



GIBSON TRAFFIC CONSULTANTS

TRAFFIC IMPACT STUDY

GTC #20-081



04/29/2020

KAMM CREEK PRD
40 SFD UNITS

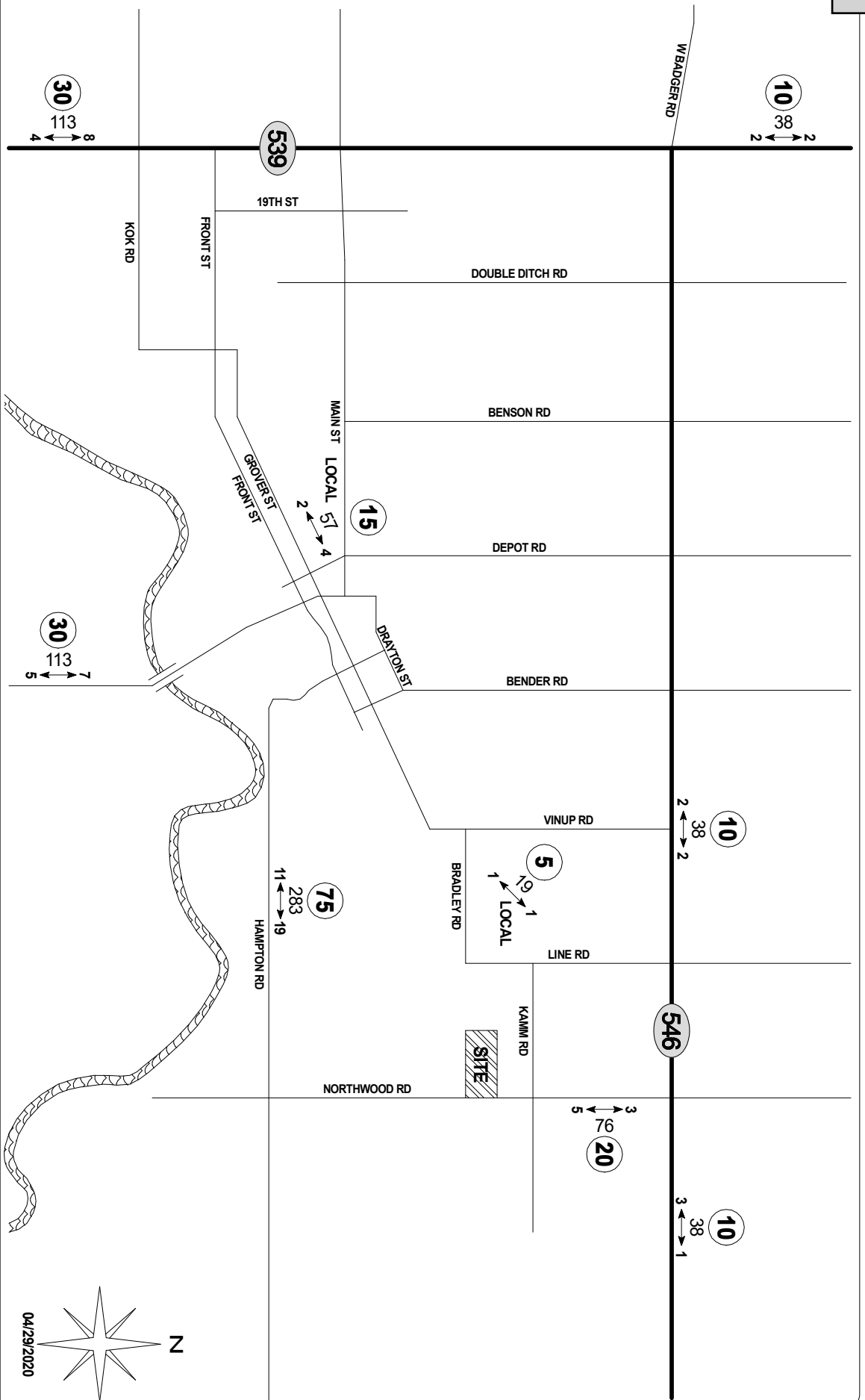
LEGEND
 AMI ← AVDT → PEAK
 NEW DAILY TRIPS
 NEW AMI PEAK-HOUR TRIPS

CITY OF LYNDEN



TRIP DISTRIBUTION %

FIGURE 2
 DEVELOPMENT
 TRIP DISTRIBUTION
 AMI PEAK-HOUR



GIBSON TRAFFIC CONSULTANTS

TRAFFIC IMPACT STUDY

GTC #20-081

KAMM CREEK PRD
40 SFD UNITS

LEGEND
 PM ← AWDT → PEAK
 NEW DAILY TRIPS
 NEW PM PEAK-HOUR TRIPS



TRIP DISTRIBUTION %

CITY OF LYNDEN

FIGURE 3
 DEVELOPMENT
 TRIP DISTRIBUTION
 PM PEAK-HOUR

04/29/2020

5. LEVEL OF SERVICE ANALYSIS

Count data from the City of Lynden from June/July 2019 for Northwood Road north of Kamm Road was reviewed to estimate volumes on Northwood Road and the development's access locations. Review of the data showed weekday PM peak-hour volumes between 50-70 vehicles per hour in each direction. As a conservatively high assumption, 100 hourly vehicles in each direction were assumed for the existing volume on Northwood Road near the development site. The conservatively high existing volumes were then increased to 2026 volumes by applying a 2% annually compounding growth rate. This resulted in northbound and southbound volumes of approximately 115 vehicles per hour under 2026 baseline conditions.

The development's PM peak-hour trips were added to the 2026 baseline traffic volumes to determine the 2026 future with development traffic volumes. As an additional conservative assumption, all development trips were assigned to a single access even though the development is proposed to have two access locations. The 2026 future with development eastbound level of service at the assumed combined access was LOS A with an average of 9.4 seconds with a single lane, eastbound approach. The level of service calculations are included in the attachments.

6. ACCESS ANALYSIS

6.1 Sight Distance

Northwood Road is a two-lane Collector and has a posted speed limit of 35 mph in the vicinity of the site. City of Lynden road standards assume a design speed of 45 mph for arterials and 35 mph for access streets (it does not directly specify a design speed for Collectors). A 45 mph design speed results in a minimum stopping sight distance of 360 feet per AASHTO design standards. The development's two access locations are expected to have sufficient stopping sight distance for a 45-mph design speed. The City of Lynden also evaluates line of sight distance at public road intersections. A 45 mph design speed results in a minimum line of sight distance of 630 feet. Both access locations are expected to have sufficient line of sight distance.

6.2 Access Separation

The City of Lynden road standards identify a minimum spacing of 250 feet between access streets on arterial roadways. The development's two proposed access locations are separated by approximately 340 feet; therefore, the access locations will meet the spacing requirement.

6.3 Collision Data

Collision data from WSDOT was reviewed for the previous 5.5 years (Jan. 2014 through June 2019) along the development's frontage. There were no reported collisions along the development's frontage.

6.4 Channelization

WSDOT channelization warrants were performed for a combined access that assumed 100% of the development's volumes entering and exiting. The same conservatively high 2026 volume on Northwood Road calculated for the intersection level of service analysis was used in the channelization warrants as well. Neither right-turn nor left-turn channelization is warranted for a combined access. Channelization warrants are included in the attachments.

7. MITIGATION

The City of Lynden assesses traffic impact fees based on PM peak-hour trips generated by new development. The City of Lynden currently has a transportation impact fee of \$2,111 per PM peak-hour trip. The Kamm Creek PRD is expected to generate 40 new PM peak-hour trips and therefore have a proportional transportation impact fee of \$84,440.

8. CONCLUSIONS

The Kamm Creek PRD is proposed to consist of 40 single-family detached units. The development is located on the west side of Northwood Road, south of Kamm Road. The 40 new residential units are estimated to generate 378 average daily trips (ADT) with 30 AM peak-hour trips and 40 PM peak-hour trips. The development's access locations are expected to meet minimum sight distance and level of service standards even when development volumes are combined to a single access. The development will not warrant any additional channelization on Northwood Road. The development's proportionate transportation impact fee is \$84,440.

Trip Generation Calculations

Kamm Creek PRD
GTC #20-081

**Trip Generation for: Development Peak Weekday
(a.k.a.): Average Weekday Daily Trips (AWDT)**

LAND USES	VARIABLE	ITE LU code	NET EXTERNAL TRIPS BY TYPE																																	
			Gross Trips					Internal Crossover		IN BOTH DIRECTIONS				DIRECTIONAL ASSIGNMENTS																						
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	% of Gross Trips	TOTAL	PASS-BY		DIVERTED LINK		NEW		PASS-BY		DIVERTED LINK		NEW																
									In+Out (Total)	% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In	Out	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In	Out	In+Out (Total)	In	Out											
Single-Family Detached Housing	40 Units	210	9.44	50%	50%	378	0%	0	0%	0	0%	378	0%	0	0%	0	0%	0	0%	0	0%	378	0	0	378	0	0	378	0	0	378	0	0	378	189	189
Total						378		0		0		378		0		0		0		0		378		0	0	378		0	0	378		0	0	378	189	189

**Trip Generation for: Development Peak Weekday, Peak Hour of Adjacent Street Traffic, One Hour between 7 and 9 AM
(a.k.a.): Weekday AM Peak Hour**

LAND USES	VARIABLE	ITE LU code	Gross Trips						NET EXTERNAL TRIPS BY TYPE												
			Internal Crossover			IN BOTH DIRECTIONS			IN BOTH DIRECTIONS			DIRECTIONAL ASSIGNMENTS									
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	% of Ext. Trips	TOTAL In+Out (Total)	PASS-BY In+Out (Total)	% of Ext. Trips	DIVERTED LINK In+Out (Total)	PASS-BY In	PASS-BY Out	DIVERTED LINK In	DIVERTED LINK Out	NEW In	NEW Out			
Single-Family Detached Housing	40 Units	210	0.74	25%	75%	30	0%	0%	30	0%	0%	30	0%	0%	30	0	0	0	0	8	22
Total						30	0	0	30	0	0	30	0	0	30	0	0	0	0	8	22

Kamm Creek PRD
 GTC #20-081

**Trip Generation for: Development Peak Weekday, Peak Hour of Adjacent Street Traffic, One Hour between 4 and 6 PM
 (a.k.a.): Weekday PM Peak Hour**

LAND USES		NET EXTERNAL TRIPS BY TYPE													
		IN BOTH DIRECTIONS					DIRECTIONAL ASSIGNMENTS								
		TOTAL	PASS-BY		DIVERTED LINK		NEW	PASS-BY		DIVERTED LINK		NEW			
ITE LU code	VARIABLE	Gross Trips	% IN	% OUT	In+Out (Total)	% of Gross Trips	% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In	Out	In	Out	
	40 Units	210	0.99	63%	37%	40	0%	0%	0	0%	0	0	0	0	15
	Total				40						40	0	0	0	15

Kamm Creek PRD
GTC #20-081

AM Peak-Hour

%	New ADT	New AM Peak Hour Trips		
		In	Out	Total
100%	378	8	22	30
1%	3.78	0.08	0.22	0.30
2%	7.56	0.16	0.44	0.60
3%	11.34	0.24	0.66	0.90
4%	15.12	0.32	0.88	1.20
5%	18.90	0.40	1.10	1.50
6%	22.68	0.48	1.32	1.80
7%	26.46	0.56	1.54	2.10
8%	30.24	0.64	1.76	2.40
9%	34.02	0.72	1.98	2.70
10%	37.80	0.80	2.20	3.00
11%	41.58	0.88	2.42	3.30
12%	45.36	0.96	2.64	3.60
13%	49.14	1.04	2.86	3.90
14%	52.92	1.12	3.08	4.20
15%	56.70	1.20	3.30	4.50
16%	60.48	1.28	3.52	4.80
17%	64.26	1.36	3.74	5.10
18%	68.04	1.44	3.96	5.40
19%	71.82	1.52	4.18	5.70
20%	75.60	1.60	4.40	6.00
21%	79.38	1.68	4.62	6.30
22%	83.16	1.76	4.84	6.60
23%	86.94	1.84	5.06	6.90
24%	90.72	1.92	5.28	7.20
25%	94.50	2.00	5.50	7.50
26%	98.28	2.08	5.72	7.80
27%	102.06	2.16	5.94	8.10
28%	105.84	2.24	6.16	8.40
29%	109.62	2.32	6.38	8.70
30%	113.40	2.40	6.60	9.00
31%	117.18	2.48	6.82	9.30
32%	120.96	2.56	7.04	9.60
33%	124.74	2.64	7.26	9.90
34%	128.52	2.72	7.48	10.20
35%	132.30	2.80	7.70	10.50
36%	136.08	2.88	7.92	10.80
37%	139.86	2.96	8.14	11.10
38%	143.64	3.04	8.36	11.40
39%	147.42	3.12	8.58	11.70
40%	151.20	3.20	8.80	12.00
41%	154.98	3.28	9.02	12.30
42%	158.76	3.36	9.24	12.60
43%	162.54	3.44	9.46	12.90
44%	166.32	3.52	9.68	13.20
45%	170.10	3.60	9.90	13.50
46%	173.88	3.68	10.12	13.80
47%	177.66	3.76	10.34	14.10
48%	181.44	3.84	10.56	14.40
49%	185.22	3.92	10.78	14.70
50%	189.00	4.00	11.00	15.00

%	New ADT	New AM Peak Hour Trips		
		In	Out	Total
100%	378	8	22	30
51%	192.78	4.08	11.22	15.30
52%	196.56	4.16	11.44	15.60
53%	200.34	4.24	11.66	15.90
54%	204.12	4.32	11.88	16.20
55%	207.90	4.40	12.10	16.50
56%	211.68	4.48	12.32	16.80
57%	215.46	4.56	12.54	17.10
58%	219.24	4.64	12.76	17.40
59%	223.02	4.72	12.98	17.70
60%	226.80	4.80	13.20	18.00
61%	230.58	4.88	13.42	18.30
62%	234.36	4.96	13.64	18.60
63%	238.14	5.04	13.86	18.90
64%	241.92	5.12	14.08	19.20
65%	245.70	5.20	14.30	19.50
66%	249.48	5.28	14.52	19.80
67%	253.26	5.36	14.74	20.10
68%	257.04	5.44	14.96	20.40
69%	260.82	5.52	15.18	20.70
70%	264.60	5.60	15.40	21.00
71%	268.38	5.68	15.62	21.30
72%	272.16	5.76	15.84	21.60
73%	275.94	5.84	16.06	21.90
74%	279.72	5.92	16.28	22.20
75%	283.50	6.00	16.50	22.50
76%	287.28	6.08	16.72	22.80
77%	291.06	6.16	16.94	23.10
78%	294.84	6.24	17.16	23.40
79%	298.62	6.32	17.38	23.70
80%	302.40	6.40	17.60	24.00
81%	306.18	6.48	17.82	24.30
82%	309.96	6.56	18.04	24.60
83%	313.74	6.64	18.26	24.90
84%	317.52	6.72	18.48	25.20
85%	321.30	6.80	18.70	25.50
86%	325.08	6.88	18.92	25.80
87%	328.86	6.96	19.14	26.10
88%	332.64	7.04	19.36	26.40
89%	336.42	7.12	19.58	26.70
90%	340.20	7.20	19.80	27.00
91%	343.98	7.28	20.02	27.30
92%	347.76	7.36	20.24	27.60
93%	351.54	7.44	20.46	27.90
94%	355.32	7.52	20.68	28.20
95%	359.10	7.60	20.90	28.50
96%	362.88	7.68	21.12	28.80
97%	366.66	7.76	21.34	29.10
98%	370.44	7.84	21.56	29.40
99%	374.22	7.92	21.78	29.70
100%	378.00	8.00	22.00	30.00

Kamm Creek PRD
GTC #20-081

PM Peak-Hour

%	New ADT	New PM Peak Hour Trips		
		In	Out	Total
100%	378	25	15	40
1%	3.78	0.25	0.15	0.40
2%	7.56	0.50	0.30	0.80
3%	11.34	0.75	0.45	1.20
4%	15.12	1.00	0.60	1.60
5%	18.90	1.25	0.75	2.00
6%	22.68	1.50	0.90	2.40
7%	26.46	1.75	1.05	2.80
8%	30.24	2.00	1.20	3.20
9%	34.02	2.25	1.35	3.60
10%	37.80	2.50	1.50	4.00
11%	41.58	2.75	1.65	4.40
12%	45.36	3.00	1.80	4.80
13%	49.14	3.25	1.95	5.20
14%	52.92	3.50	2.10	5.60
15%	56.70	3.75	2.25	6.00
16%	60.48	4.00	2.40	6.40
17%	64.26	4.25	2.55	6.80
18%	68.04	4.50	2.70	7.20
19%	71.82	4.75	2.85	7.60
20%	75.60	5.00	3.00	8.00
21%	79.38	5.25	3.15	8.40
22%	83.16	5.50	3.30	8.80
23%	86.94	5.75	3.45	9.20
24%	90.72	6.00	3.60	9.60
25%	94.50	6.25	3.75	10.00
26%	98.28	6.50	3.90	10.40
27%	102.06	6.75	4.05	10.80
28%	105.84	7.00	4.20	11.20
29%	109.62	7.25	4.35	11.60
30%	113.40	7.50	4.50	12.00
31%	117.18	7.75	4.65	12.40
32%	120.96	8.00	4.80	12.80
33%	124.74	8.25	4.95	13.20
34%	128.52	8.50	5.10	13.60
35%	132.30	8.75	5.25	14.00
36%	136.08	9.00	5.40	14.40
37%	139.86	9.25	5.55	14.80
38%	143.64	9.50	5.70	15.20
39%	147.42	9.75	5.85	15.60
40%	151.20	10.00	6.00	16.00
41%	154.98	10.25	6.15	16.40
42%	158.76	10.50	6.30	16.80
43%	162.54	10.75	6.45	17.20
44%	166.32	11.00	6.60	17.60
45%	170.10	11.25	6.75	18.00
46%	173.88	11.50	6.90	18.40
47%	177.66	11.75	7.05	18.80
48%	181.44	12.00	7.20	19.20
49%	185.22	12.25	7.35	19.60
50%	189.00	12.50	7.50	20.00

%	New ADT	New PM Peak Hour Trips		
		In	Out	Total
100%	378	25	15	40
51%	192.78	12.75	7.65	20.40
52%	196.56	13.00	7.80	20.80
53%	200.34	13.25	7.95	21.20
54%	204.12	13.50	8.10	21.60
55%	207.90	13.75	8.25	22.00
56%	211.68	14.00	8.40	22.40
57%	215.46	14.25	8.55	22.80
58%	219.24	14.50	8.70	23.20
59%	223.02	14.75	8.85	23.60
60%	226.80	15.00	9.00	24.00
61%	230.58	15.25	9.15	24.40
62%	234.36	15.50	9.30	24.80
63%	238.14	15.75	9.45	25.20
64%	241.92	16.00	9.60	25.60
65%	245.70	16.25	9.75	26.00
66%	249.48	16.50	9.90	26.40
67%	253.26	16.75	10.05	26.80
68%	257.04	17.00	10.20	27.20
69%	260.82	17.25	10.35	27.60
70%	264.60	17.50	10.50	28.00
71%	268.38	17.75	10.65	28.40
72%	272.16	18.00	10.80	28.80
73%	275.94	18.25	10.95	29.20
74%	279.72	18.50	11.10	29.60
75%	283.50	18.75	11.25	30.00
76%	287.28	19.00	11.40	30.40
77%	291.06	19.25	11.55	30.80
78%	294.84	19.50	11.70	31.20
79%	298.62	19.75	11.85	31.60
80%	302.40	20.00	12.00	32.00
81%	306.18	20.25	12.15	32.40
82%	309.96	20.50	12.30	32.80
83%	313.74	20.75	12.45	33.20
84%	317.52	21.00	12.60	33.60
85%	321.30	21.25	12.75	34.00
86%	325.08	21.50	12.90	34.40
87%	328.86	21.75	13.05	34.80
88%	332.64	22.00	13.20	35.20
89%	336.42	22.25	13.35	35.60
90%	340.20	22.50	13.50	36.00
91%	343.98	22.75	13.65	36.40
92%	347.76	23.00	13.80	36.80
93%	351.54	23.25	13.95	37.20
94%	355.32	23.50	14.10	37.60
95%	359.10	23.75	14.25	38.00
96%	362.88	24.00	14.40	38.40
97%	366.66	24.25	14.55	38.80
98%	370.44	24.50	14.70	39.20
99%	374.22	24.75	14.85	39.60
100%	378.00	25.00	15.00	40.00

Counts and Turning Movement Calculations

Seven Day Volume

Interval Start	Wed 6/26/2019		Thu 6/27/2019		Fri 6/28/2019		Sat 6/29/2019		Sun 6/30/2019		Mon 7/1/2019		Tue 7/2/2019		Mon - Fri Average		7 Day Average	
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM - 1:00 AM	3	4	3	2	4	6	10	11	5	5	1	4	4	4	3.0	4.0	4.3	5.1
1:00 AM - 2:00 AM	2	4	0	5	2	3	6	6	3	7	1	5	1	4	1.2	4.2	2.1	4.9
2:00 AM - 3:00 AM	3	0	0	4	3	2	5	5	4	5	3	7	2	2	2.2	3.6	2.9	4.0
3:00 AM - 4:00 AM	1	3	4	2	4	4	1	3	1	6	6	6	4	4	3.4	3.8	2.7	4.0
4:00 AM - 5:00 AM	6	7	7	5	8	4	3	3	4	4	7	7	7	7	7.0	6.0	6.0	5.3
5:00 AM - 6:00 AM	4	17	10	14	11	11	5	14	7	5	13	15	12	14	10.0	14.2	8.9	12.9
6:00 AM - 7:00 AM	22	33	18	22	24	33	13	14	3	7	17	23	19	28	20.0	27.8	16.6	22.9
7:00 AM - 8:00 AM	28	46	27	41	30	22	12	18	6	6	35	40	24	37	28.8	37.2	23.1	30.0
8:00 AM - 9:00 AM	34	31	37	43	20	37	21	19	15	24	30	42	36	48	31.4	40.2	27.6	34.9
9:00 AM - 10:00 AM	25	36	23	36	28	46	29	28	44	39	28	55	42	42	27.6	43.0	30.1	40.3
10:00 AM - 11:00 AM	38	37	37	41	30	31	32	41	24	34	26	41	45	31	35.2	36.2	33.1	36.6
11:00 AM - 12:00 PM	36	44	39	37	29	33	41	35	21	48	45	40	44	31	38.6	37.0	36.4	38.3
12:00 PM - 1:00 PM	39	33	44	42	42	25	48	41	37	29	40	40	45	37	42.0	35.4	42.1	35.3
1:00 PM - 2:00 PM	41	39	38	52	32	43	39	36	40	36	39	35	35	36	37.0	41.0	37.7	39.6
2:00 PM - 3:00 PM	36	27	41	36	37	41	38	35	62	34	36	39	30	36	36.0	35.8	40.0	35.4
3:00 PM - 4:00 PM	38	43	42	45	48	37	42	41	40	49	34	46	47	51	41.8	44.4	41.6	44.6
4:00 PM - 5:00 PM	41	52	51	59	50	63	45	30	37	37	56	53	39	39	47.4	53.2	45.6	47.6
5:00 PM - 6:00 PM	63	51	63	59	60	49	48	37	38	44	64	57	64	59	62.8	55.0	57.1	50.9
6:00 PM - 7:00 PM	49	42	45	36	62	36	48	35	35	30	47	17	54	43	51.4	34.8	48.6	34.1
7:00 PM - 8:00 PM	38	25	44	31	44	39	28	34	31	32	34	25	26	37	37.2	31.4	35.0	31.9
8:00 PM - 9:00 PM	35	25	29	33	34	44	30	26	28	26	42	27	40	30	36.0	31.8	34.0	30.1
9:00 PM - 10:00 PM	21	19	27	20	28	20	16	26	16	13	24	29	30	24	26.0	22.4	23.1	21.6
10:00 PM - 11:00 PM	7	20	12	12	13	28	19	25	13	15	12	15	12	12	11.2	20.6	12.6	20.4
11:00 PM - 12:00 AM	9	12	6	9	8	19	11	22	12	9	10	5	7	8	8.0	10.6	9.0	12.0
Totals	619	650	647	686	651	676	590	585	526	544	650	673	659	683	645.2	673.6	620.3	642.4
Combined	1269	1333	1327	1333	1327	1327	1175	1175	1070	1070	1323	1323	1342	1342	1318.8	1318.8	1262.7	1262.7
Split (%)	48.8	51.2	48.5	51.5	49.1	50.9	50.2	49.8	49.2	50.8	49.1	50.9	49.1	50.9	48.9	51.1	49.1	50.9

Peak Hours

12:00 AM - 12:00 PM	10:00 AM	7:00 AM	10:15 AM	7:30 AM	6:45 AM	9:00 AM	11:00 AM	9:45 AM	9:00 AM	11:00 AM	11:00 AM	9:00 AM	10:30 AM	8:15 AM	11:00 AM	9:15 AM	11:00 AM	9:45 AM
Volume	38	46	40	48	32	46	41	48	44	48	45	55	54	51	38.6	43.2	36.4	41.9
Factor	0.79	0.82	0.91	0.86	0.62	0.61	0.68	0.75	0.52	0.67	0.70	0.81	0.71	0.80	0.88	0.78	0.86	0.79
12:00 PM - 12:00 AM	5:00 PM	4:30 PM	4:30 PM	4:30 PM	5:15 PM	4:00 PM	5:45 PM	3:15 PM	1:30 PM	3:00 PM	4:45 PM	4:45 PM	4:45 PM	5:00 PM	4:45 PM	4:45 PM	5:15 PM	4:45 PM
Volume	63	60	66	68	68	63	53	44	62	49	73	60	66	59	63.6	58.6	58.3	52.7
Factor	0.83	0.79	0.79	0.85	0.81	0.88	0.83	0.69	0.50	0.82	0.87	0.75	0.75	0.82	0.94	0.82	0.94	0.82

Seven Day Volume

Interval Start	Wed 7/3/2019		Thu 7/4/2019		Fri 7/5/2019		Sat 7/6/2019		Sun 7/7/2019		Mon 7/8/2019		Tue 7/9/2019		Mon - Fri Average		7 Day Average		
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	
12:00 AM - 12:00 PM	6	3	7	6	11	9	7	5	13	7	13	5	11	3	7	6.4	7.2	6.6	7.7
1:00 AM - 2:00 AM	2	3	2	6	3	3	6	4	2	7	2	2	1	2	3	2.2	3.2	3.4	3.1
2:00 AM - 3:00 AM	2	5	3	4	3	4	4	6	0	4	3	3	2	2	2	2.6	3.4	2.4	3.9
3:00 AM - 4:00 AM	2	3	2	2	1	4	0	1	4	5	2	2	3	2	2	1.8	2.8	1.9	2.9
4:00 AM - 5:00 AM	6	7	6	2	6	0	5	3	6	6	8	8	7	9	7.0	4.8	6.6	4.7	
5:00 AM - 6:00 AM	8	17	7	9	9	11	7	3	6	3	7	7	10	11	8.4	12.2	7.9	9.6	
6:00 AM - 7:00 AM	15	24	9	12	9	12	7	12	8	7	25	25	30	25	30	16.6	21.6	14.0	18.1
7:00 AM - 8:00 AM	34	38	13	11	16	30	14	21	11	17	27	27	46	21	46	22.2	34.2	19.4	29.9
8:00 AM - 9:00 AM	29	40	19	23	22	29	14	28	18	28	23	23	37	29	32	24.4	32.2	22.0	31.0
9:00 AM - 10:00 AM	30	28	20	22	37	34	23	19	36	20	39	39	35	29	36	31.0	31.0	30.6	27.7
10:00 AM - 11:00 AM	35	35	30	32	35	33	30	27	25	36	27	27	35	24	28	30.2	32.6	29.4	32.3
11:00 AM - 12:00 PM	31	53	30	37	33	47	33	51	36	44	40	40	40	35	31	33.8	41.6	34.0	43.3
1:00 PM - 2:00 PM	40	57	43	36	54	34	46	40	46	46	54	54	47	50	42	45.6	38.0	45.7	39.4
2:00 PM - 3:00 PM	35	36	32	40	30	41	38	46	47	38	49	49	46	48	47	43.6	48.6	42.0	45.4
3:00 PM - 4:00 PM	46	49	29	42	33	50	37	39	34	47	30	30	34	41	55	35.8	46.0	35.7	45.1
4:00 PM - 5:00 PM	58	55	40	46	40	35	33	42	44	35	46	46	58	56	60	48.0	50.8	45.3	46.0
5:00 PM - 6:00 PM	59	48	34	25	52	48	53	42	40	36	61	61	47	58	47	52.8	43.0	51.0	41.9
6:00 PM - 7:00 PM	51	39	29	39	54	45	40	40	35	38	46	46	53	39	54	43.8	46.0	42.0	44.0
7:00 PM - 8:00 PM	34	26	15	30	42	34	35	25	27	26	51	51	36	44	34	37.2	32.0	35.4	30.1
8:00 PM - 9:00 PM	40	24	18	25	33	30	33	30	25	23	34	34	30	30	19	31.0	25.6	30.4	25.9
9:00 PM - 10:00 PM	22	30	15	20	18	17	19	26	22	23	23	23	27	19	20	19.4	22.8	19.7	23.3
10:00 PM - 11:00 PM	7	20	30	25	18	21	22	23	10	12	18	18	17	14	12	17.4	19.0	17.0	18.6
11:00 PM - Totals	12	11	36	23	20	13	8	16	8	6	8	8	4	8	6	16.8	11.4	14.3	11.3
Combined	640	682	503	566	617	628	547	577	545	546	677	703	703	637	672	614.8	650.2	595.1	624.9
Split (%)	48.4	51.6	47.1	52.9	49.6	50.4	48.7	51.3	50.0	50.0	49.1	50.9	50.9	48.7	51.3	48.6	51.4	48.8	51.2

Peak Hours

12:00 AM - 12:00 PM	7:45 AM	11:00 AM	9:45 AM	11:00 AM	9:15 AM	11:00 AM	9:15 AM	11:00 AM	9:30 AM	10:45 AM	11:00 AM	7:30 AM	11:00 AM	7:00 AM	9:15 AM	11:00 AM	9:15 AM	11:00 AM
Volume	40	53	31	37	44	47	33	51	44	45	40	48	35	46	35.2	41.6	35.7	43.3
Factor	0.63	0.78	0.86	0.84	0.69	0.84	0.59	0.85	0.79	0.70	0.67	0.80	0.67	0.82	0.85	0.84	0.82	0.85
12:00 PM - 12:00 PM	4:15 PM	4:45 PM	1:15 PM	1:30 PM	6:15 PM	5:15 PM	5:00 PM	1:15 PM	1:30 PM	3:30 PM	4:30 PM	4:15 PM	4:30 PM	4:30 PM	4:30 PM	4:30 PM	4:30 PM	4:30 PM
Volume	66	61	45	53	62	51	53	46	51	50	63	61	61	61	54.2	51.8	51.3	47.4
Factor	0.87	0.76	0.75	0.70	0.82	0.80	0.74	0.82	0.61	0.74	0.88	0.80	0.80	0.85	0.93	0.94	0.92	0.94

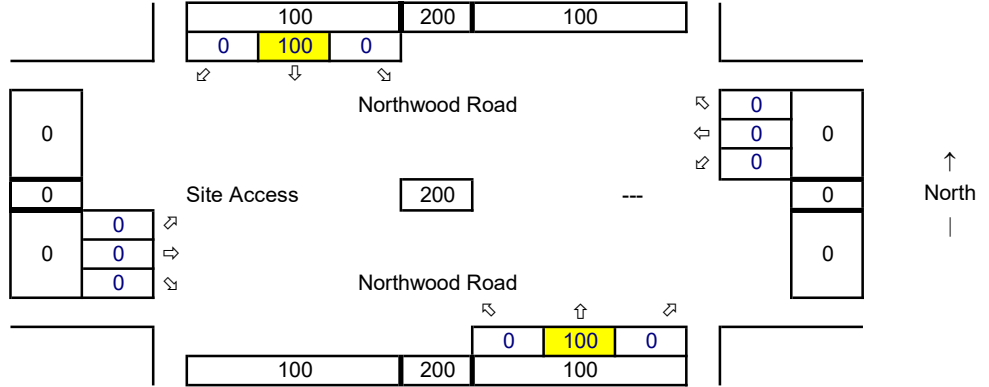
Synchro ID: 1

Existing
Average Weekday
PM Peak Hour

Year: 6/1/19

Data Source: City of Lynden

City count from north of Kamm Rd. Hourly volumes around 50-70 trips.



Future without Project

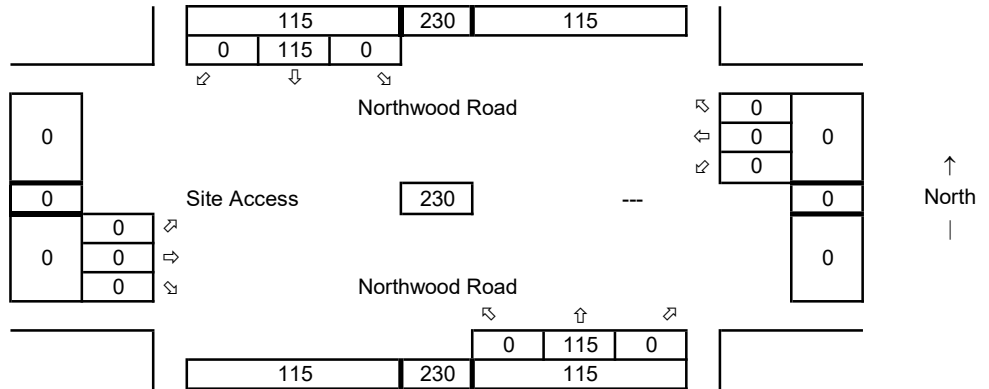
Average Weekday
PM Peak Hour

Year: 2026

Growth Rate = 2.0%

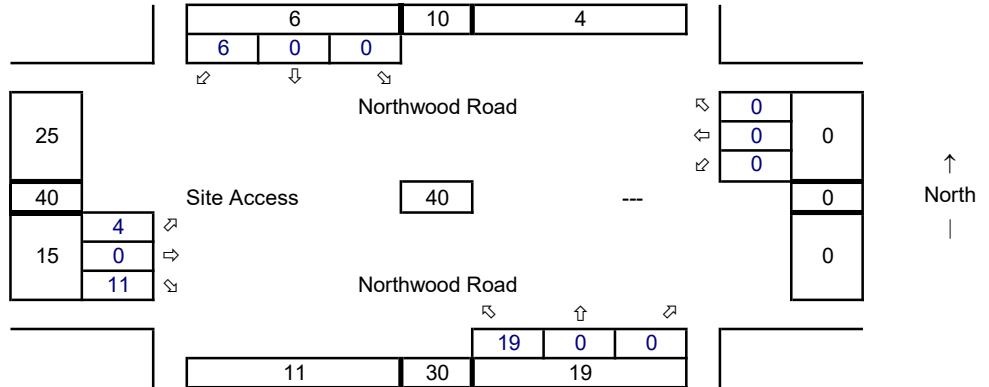
Years of Growth = 7

Total Growth = 1.1487



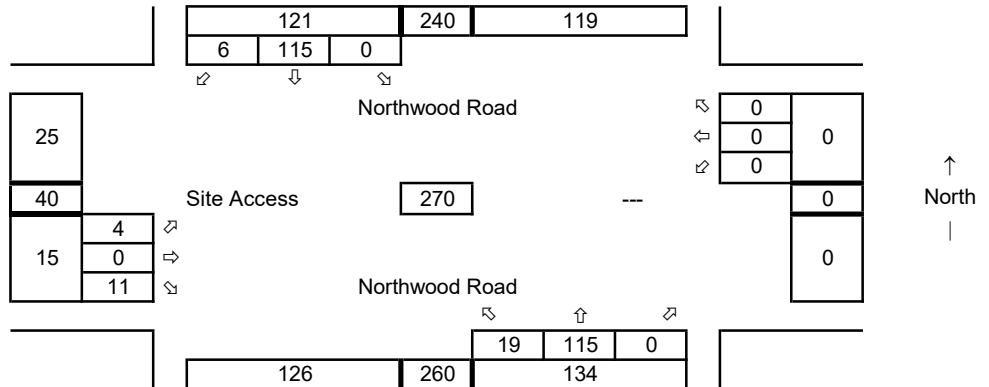
Total Project Trips

Average Weekday
PM Peak Hour



Future with Project

Average Weekday
PM Peak Hour



Level of Service Calculations

HCM 6th TWSC
1: Northwood Rd & Site Access

Kamm Creek PRD

Intersection

Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	4	11	19	115	115	6
Future Vol, veh/h	4	11	19	115	115	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	12	21	125	125	7

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	296	129	132	0	0
Stage 1	129	-	-	-	-
Stage 2	167	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	695	921	1453	-	-
Stage 1	897	-	-	-	-
Stage 2	863	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	684	921	1453	-	-
Mov Cap-2 Maneuver	684	-	-	-	-
Stage 1	883	-	-	-	-
Stage 2	863	-	-	-	-

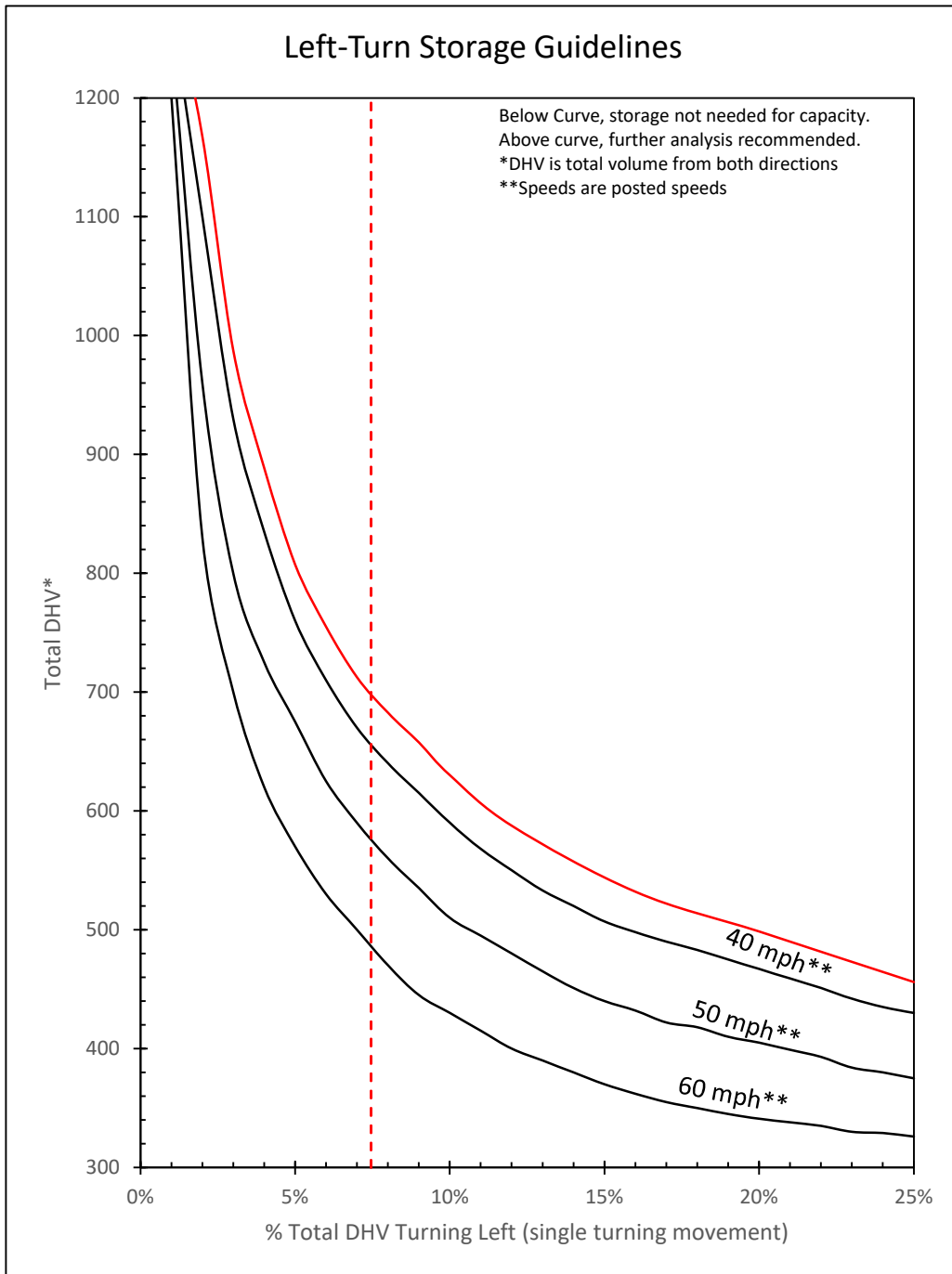
Approach	EB	NB	SB
HCM Control Delay, s	9.4	1.1	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1453	-	843	-	-
HCM Lane V/C Ratio	0.014	-	0.019	-	-
HCM Control Delay (s)	7.5	0	9.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Channelization Warrants

GIBSON TRAFFIC CONSULTANTS

Northwood Road @ Site Access

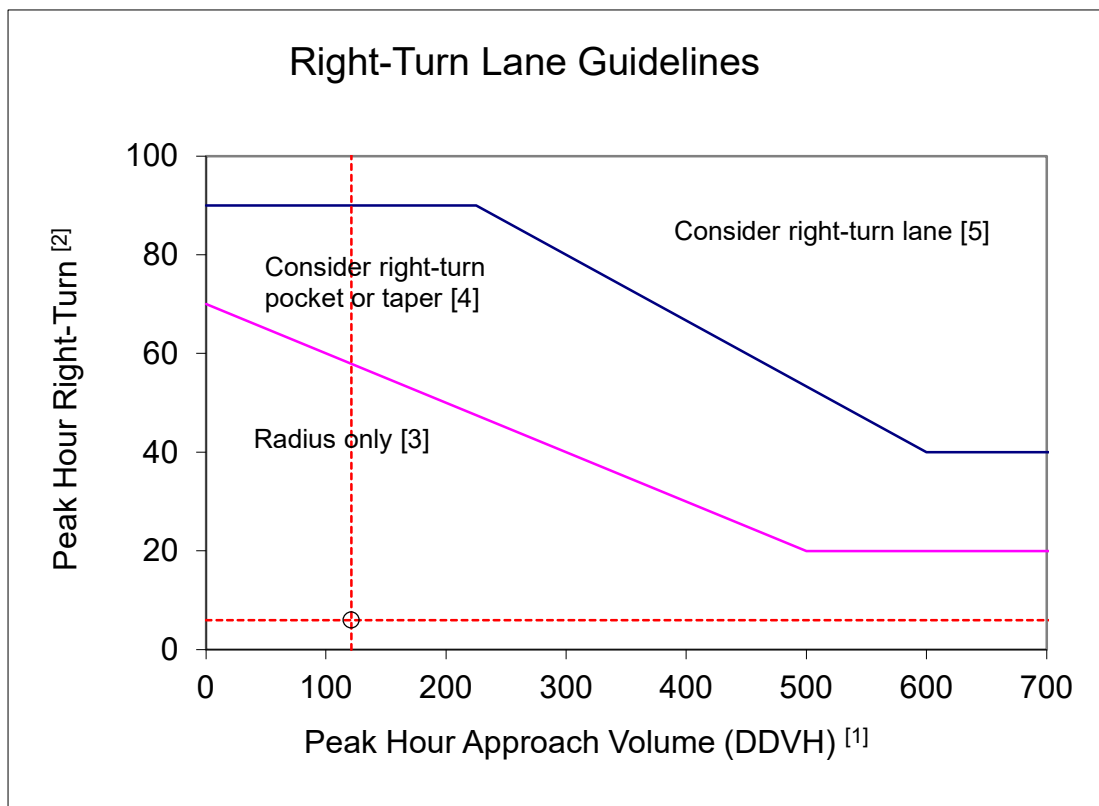


Total DHV: 255 Posted Speed: 35 mph
Left Turns: 19
% Left: 7.5%

Based on WSDOT July 2018 Design Manual: Exhibit 1310-7a, Page 1310-13.

GIBSON TRAFFIC CONSULTANTS

Northwood Road @ Site Access



Right Turn Volume: 6 [DDHV] Posted Speed: 35 mph
 Adjusted Right Turn Volume: 6 [DDHV]
 Pk Hr Curb Ln Approach Vol: 121 [DDHV]

[1] For two-lane highways, use the peak hour DDHV (through + right turn).
 For multilane, high speed highways (posted speed 45 mph or above), use the right-lane peak hour approach volume (through + right turn).

[2] When all three of the following conditions are met, reduce the right-turn DDHV by 20:
 - The posted speed is 45 mph or less
 - The right-turn volume is greater than 40 VPH
 - The peak hour approach volume (DDHV) is less than 300 VPH.

[3] For right-turn corner design, see Exhibit 1310-6.
 [4] For right-turn pocket or taper design, see Exhibit 1310-12.
 [5] For right-turn lane design, see Exhibit 1310-13.

Based on WSDOT July 2018 Design Manual: Exhibit 1310-11, Page 1310-27.

CULTURAL RESOURCES REPORT COVER SHEET

DAHP Project Number: 2018-01-00737

Author: Garth L. Baldwin and Marsha R. Hanson

Title of Report: Cultural Resource Review for the Lower Kamm Creek Residential Development Project, Lynden, Whatcom County, Washington

Date of Report: March 20, 2020 (Replaces 2017 report on file with DAHP)

County(ies): Whatcom Section: 15 Township: 40N Range: 3E

Quad: Lynden, WA (1994) Acres: ~23

PDF of report submitted (REQUIRED) Yes

Historic Property Inventory Forms to be Approved Online? Yes No

Archaeological Site(s)/Isolate(s) Found or Amended? Yes No

TCP(s) found? Yes No

Replace a draft? Yes No

Satisfy a DAHP Archaeological Excavation Permit requirement? Yes # No

Were Human Remains Found? Yes DAHP Case # No

DAHP Archaeological Site #:

- Submission of PDFs is required.
- Please be sure that any PDF submitted to DAHP has its cover sheet, figures, graphics, appendices, attachments, correspondence, etc., compiled into one single PDF file.
- Please check that the PDF displays correctly when opened.



Cultural Resource Review for the Lower Kamm Creek Residential Development Project, Lynden, Whatcom County, Washington



Prepared By:

**Garth L. Baldwin, M.A., RPA 16248,
and Marsha R. Hanson, B.A.**

Prepared For:

**North Prairie, Llc.
Robert and Doris Libolt
125 Rosemary Way
Lynden, WA 98264**

Drayton Technical Report 0817B

March 20, 2020

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Cultural Resource Review for the Lower Kamm Creek Residential Development Project, Lynden, Whatcom County, Washington

Author: Garth L. Baldwin and Marsha R. Hanson
Date: March 20, 2020
Location: Whatcom County, Washington
USGS Quad: Lynden, WA (1994), 7.5-minute quadrangle
Legal: Township 40 North, Range 3 East, Section 15, Willamette Meridian

PROJECT SUMMARY

Drayton Archaeology (Drayton) was retained to conduct archaeological investigations for a series of related projects including, and supporting, the residential subdivision of approximately 22 acres on Northwood Road in Lynden Washington. A sewer line extension between Northwood Road and sewer main connection to the south west near Bradley Road, approximately 3,850 feet (1,173 meter) in length, for compliance with a US Army Corps of Engineers permit. In support of the development the City of Lynden (the City) required an additional sewer main upgrade to the existing line along the Northwood Road Right-of-Way (ROW) from the subject development (and extension) to a sewage tie-in located 260' south of the terminus of Brome Street at Spring Meadow Subdivision north of the project area. Drayton conducted individual reviews of each of the ancillary sewer upgrade projects in 2017, 2018, and the present work (2020) for the actual residential development.

The proposed work has been conducted in response to the need for a U.S. Army Corps of Engineers (the Corps) permit for work along Lower Kamm Creek as well as the mandates of the City. Owing to the need for a Corps permit, compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended was required. Pursuant to Section 106 the lead federal agency (the Corps in the present case) has direct jurisdiction over the proposed project and must consider the effects of the undertaking on historic properties that are or may be eligible for the National Register of Historic Places (NRHP).

Drayton's cultural resource assessments included background review of environmental and cultural contexts, field investigation to identify the presence / absence of archaeological deposits, and report production. Background review determined that the proposed corridor was located in an area of moderate probability for cultural resources. Field investigation included visual reconnaissance and subsurface testing.

During the course of the presented work, no cultural materials or historic properties identified during the study. Based on the results of the work, no further archaeological oversight appears warranted.

REGULATORY CONTEXT

The proposed undertaking is expected to secure a permit from the U.S. Army Corps of Engineers (the Corps). As such, the expected threshold of compliance is federal, Section 106 of the National

Historic Preservation Act (NHPA) of 1966, as amended. The current archaeological investigation was conducted, in part, to satisfy regulatory requirements for Section 106 of the National Historic Preservation Act (NHPA), as amended, and the implementing regulations in 36 CFR Part 800. Section 106 requires Federal agencies to take into account the effects of their undertakings on historic properties. An historic property is typically aged 50 years or older and is defined in 36 CFR part 800.16(l)(1), as follows:

...any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria.

The procedures under Section 106 generally require the federal agency involved in the undertaking to identify the area of potential effects (APE), inventory any historic properties that may be located within the APE, and determine if the identified historic properties located within the APE may be eligible to be listed in or eligible for listing in the National Register of Historic Places (NRHP). An APE is defined in 36 CFR 800.16(d), as follows:

... the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.

If NRHP-eligible historic properties are identified within the APE, then potential adverse effects to the historic properties must be assessed and a resolution of adverse effects recommended. Under Section 106, the responsible Federal agency must, at minimum, consult with and seek comment from the DAHP and/or the Tribal Historic Preservation Office (THPO), as applicable, and consult with any affected or potentially affected Native American Tribe(s).

AREA OF POTENTIAL EFFECT AND PROJECT DESCRIPTION

The APE is in Section 15, Township 40 North, Range 3 East of the Willamette Meridian on the Lynden, WA 7.5' USGS quadrangle map (Figure 1). The proposed development would construct 34 SFRs with all associated utilities, ingress/egress, and storm water controls (Figures 2 and 3). Previous work conducted in the APE includes a review of 3,850 feet (1,173 meters) of proposed sewer line (Baldwin and Hunt 2017) extending across the property from near Brome Street to Northwood Road to tie into the City main (Figure 4). Additional work was required in 2018 by the City to review an upgrade to the sewer main along Northwood Road, extending north from the proposed development, within the existing ROW (Baldwin and Hanson 2018; Figure 5).

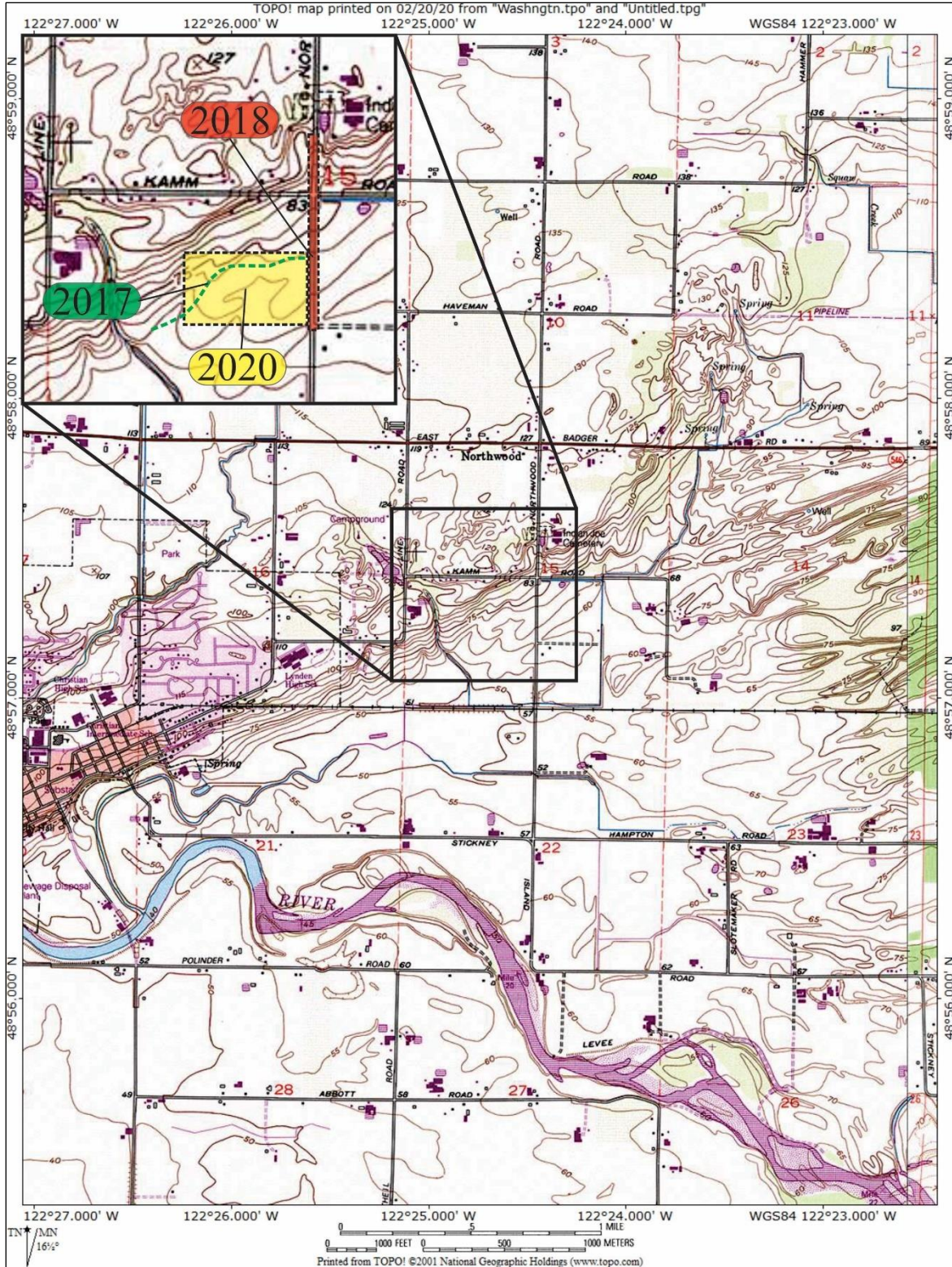


Figure 1. A portion of Lynden (1994) USGS 7.5-minute quad map illustrating all work areas.

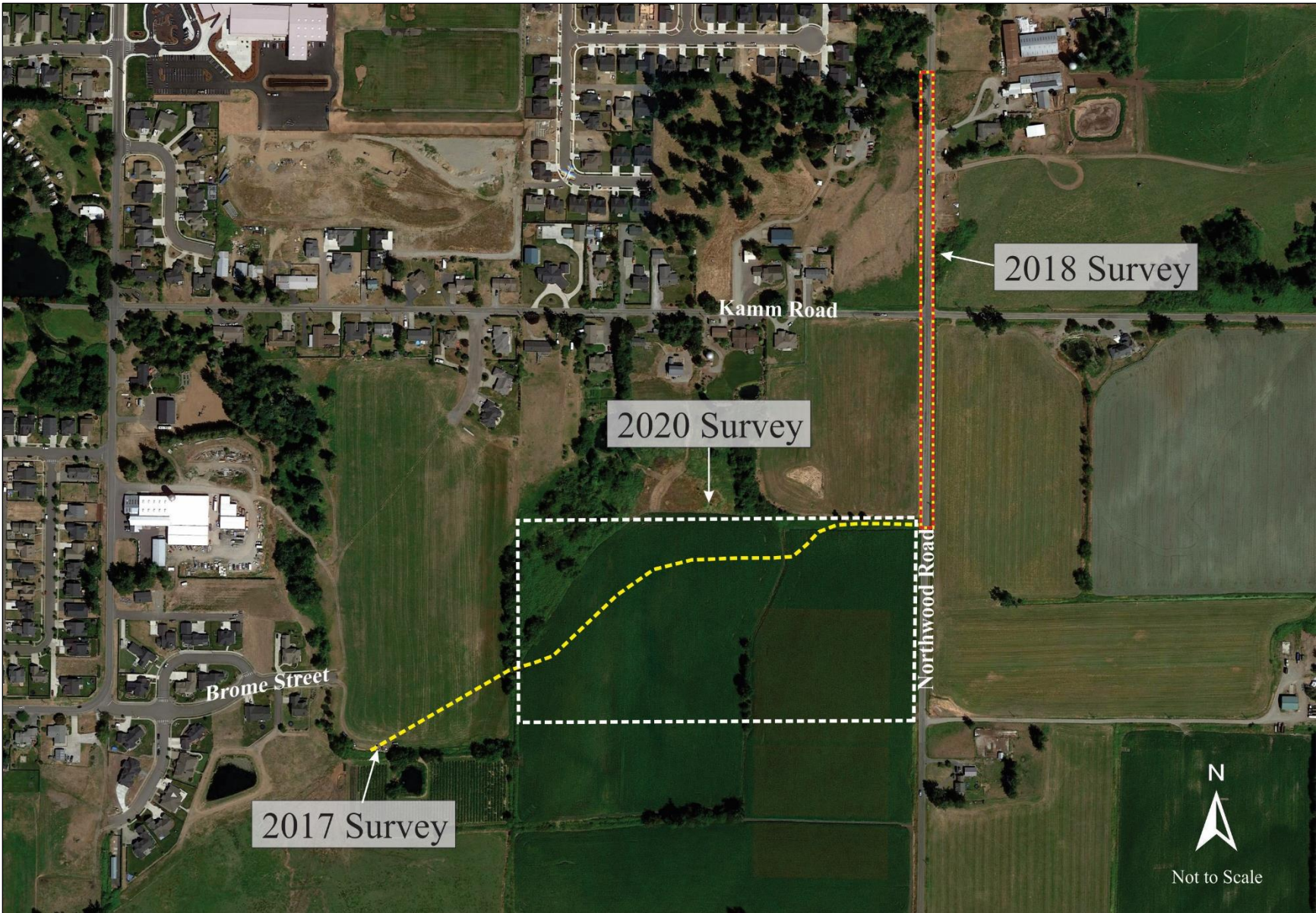


Figure 2. A Google Earth aerial image illustrating past Drayton surveys for the project.

SKETCH MAP SHOWING PROPOSED PRO BOSMAN PROPERTY

02/24/2020
 04-1545483-00 USE LYNDEN SEWER EXTENSION
 Cadd: 154502-00 002/17
 Drawing: BOSSMAN WORK

COMPASS POINT SURVEY, LLC
 523 FRONT STREET, LYNDEN, WA 98264
 PH. 360-354-8320 FAX. 360-354-8321



Drawn by: JL
 Reviewed by: JL
 Sheet: 1 of 1

- SURVEYOR'S NOTES:**
1. THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRAVERSE USING A GEOMAX ZOOM 80 TOTAL STATION WITH A CARLSON SURVEYOR'S DATA COLLECTOR/FIELD COMPUTER.
 2. THE PURPOSE OF THIS SURVEY IS TO SHOW THE APPROXIMATE FLOODPLAIN ACROSS THE BOSMAN PROPERTY AND THE LOT CONFIGURATION OF A PROPOSED PRO. COMPASS POINT SURVEY, LLC ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE. THIS IS NOT A BOUNDARY SURVEY.
 3. THE FLOODPLAIN ELEVATIONS WERE INTERPOLATED USING A FEMA NATIONAL FLOOD HAZARD LAYER VIEWER MAP AND MEANED TO AN ELEVATION OF 63.1 FEET FOR STAGING PURPOSES. THIS 52.1 FOOT CONTOUR LINE WAS COMPUTER GENERATED FROM GROUND SPOT ELEVATIONS IN FEBRUARY OF 2017.
 4. VERTICAL DATUM IS NGVD 29 AS PER CITY OF LYNDEN MONUMENT NETWORK.
 5. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS THAT A CURRENT TITLE REPORT MIGHT REVEAL.

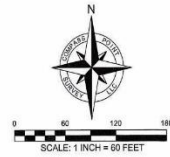
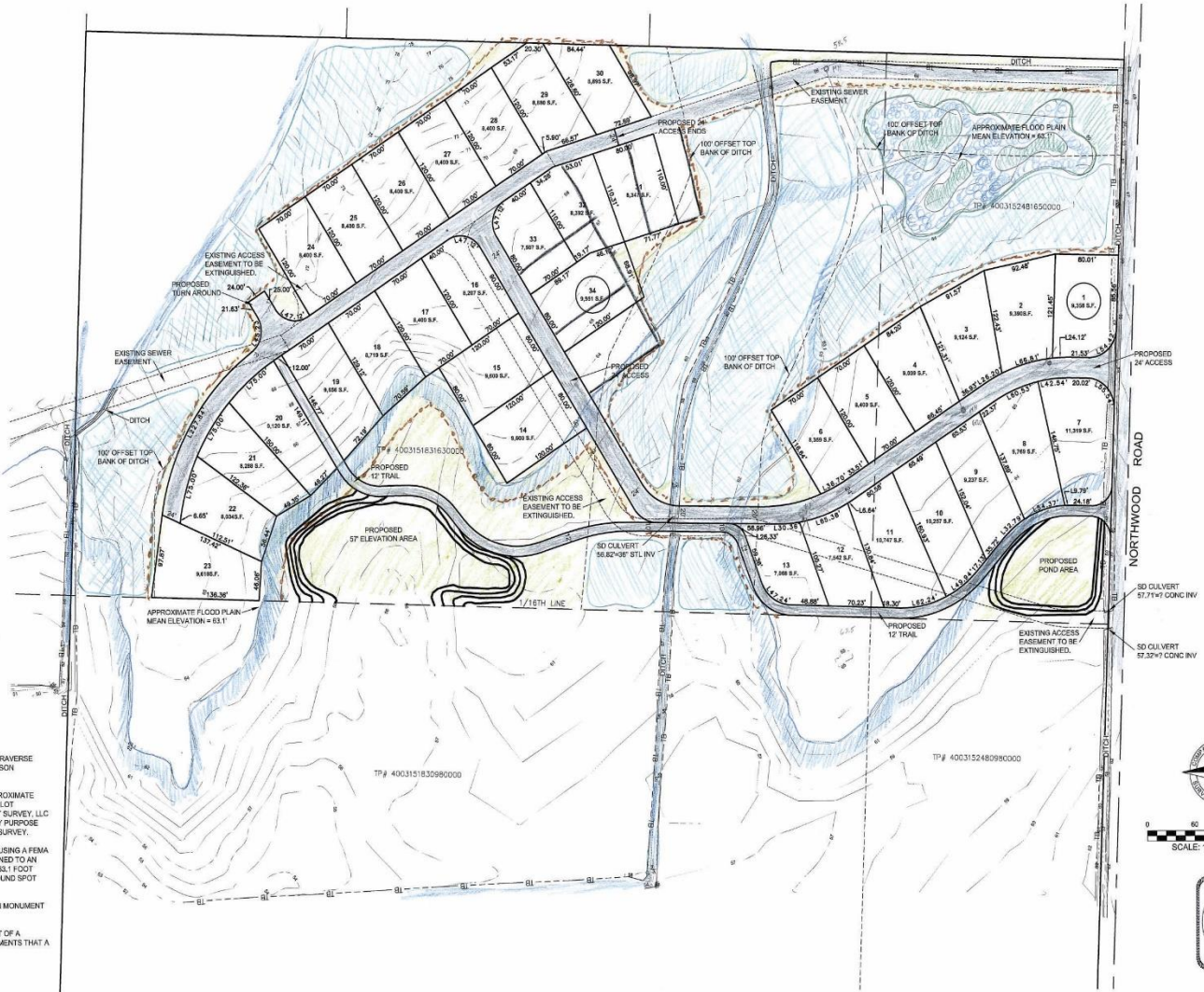


Figure 3. A plan view for the current proposed Bosman property development.

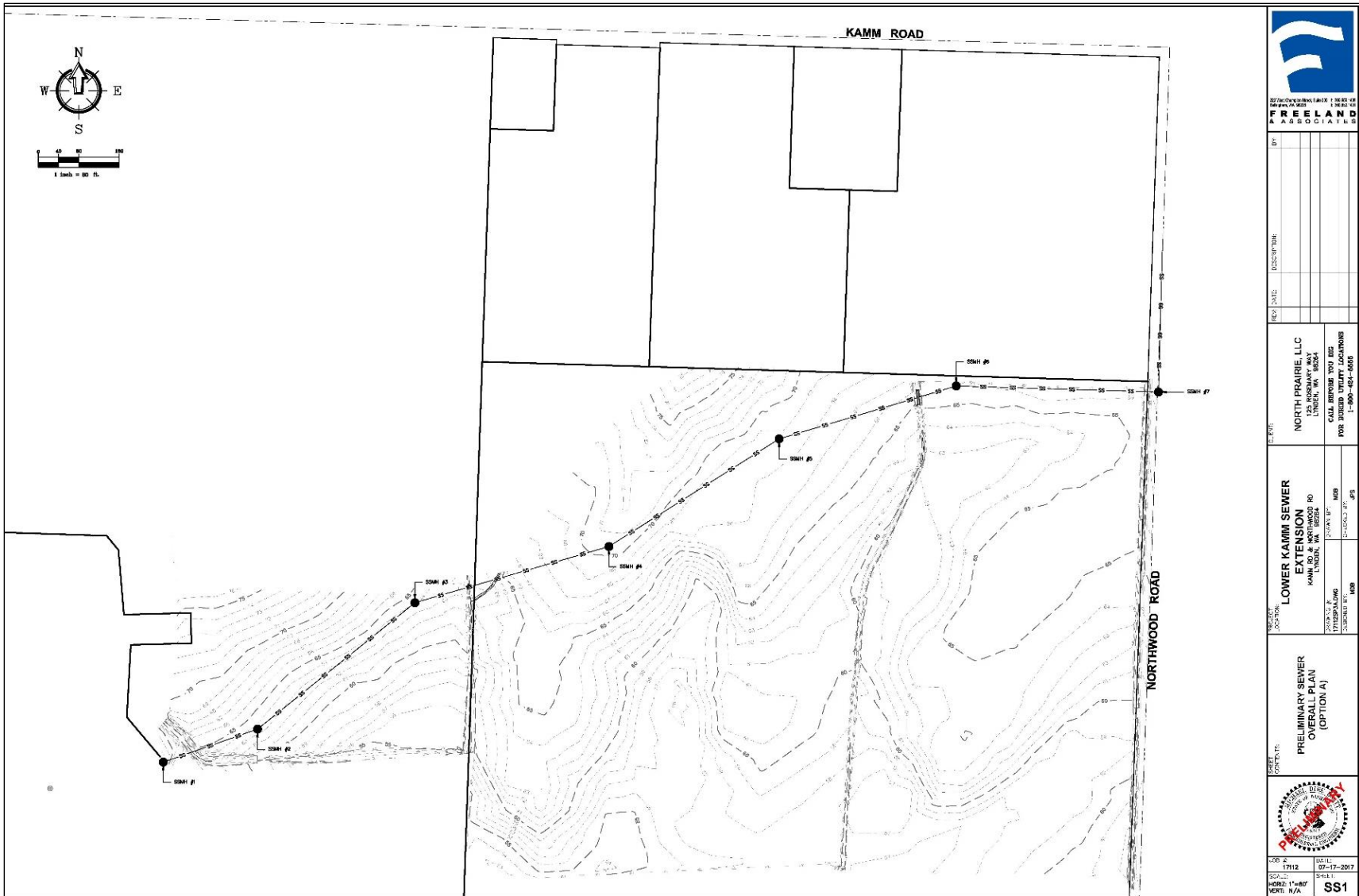


Figure 4. A plan sheet illustrating the 2017 APE from the Northwood Road tie-in to the tie-in near Bradley Road.

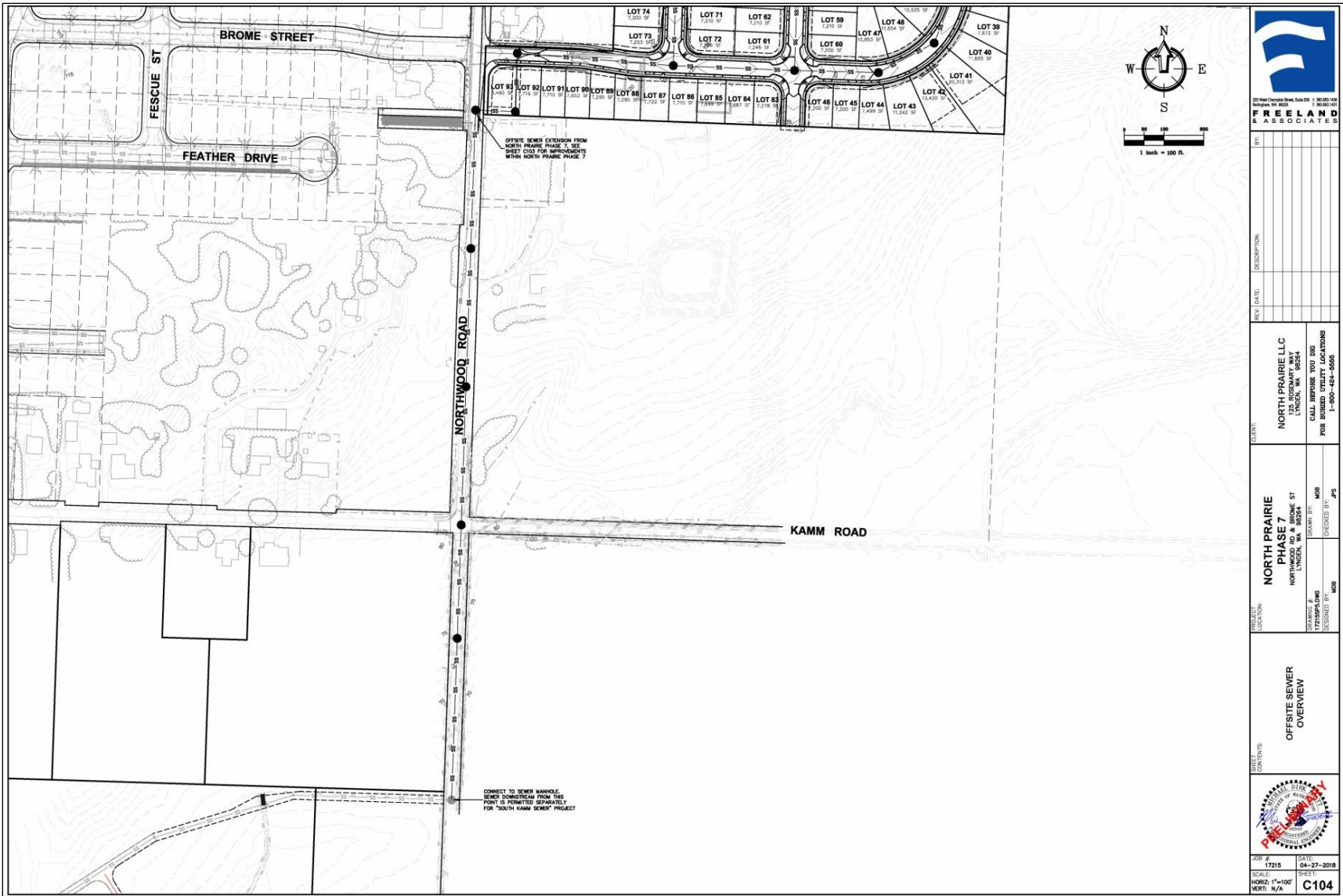


Figure 5. A plan sheet illustrating the 2018 survey.

BACKGROUND REVIEW

Determining the probability for historic properties to be present within the corridor of the proposed undertaking was based largely upon a review of past environmental and cultural contexts and previous cultural resources studies and sites recorded within about a one-mile radius of the proposed corridor. Consulted sources included reviewing local geologic data to better understand the depositional environment; archaeological, historic and ethnographic records on file on Washington State Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archaeological Records Data (WISAARD) database; and selected published local historic records.

Environmental Context

Topography and Geology

The proposed undertaking is located in Lynden, Whatcom County, Washington, at the northern end of the Puget Lowland. The Puget Lowland is a geological and physiographic province that was shaped by at least four periods of extensive glaciation during the Pleistocene (Easterbrook 2003; Lasmanis 1991). The bedrock was depressed and deeply scoured by glaciers; and sediments were deposited and often reworked as the glaciers advanced and retreated. A thick mantle of glacial drift and outwash deposits were left across much of Whatcom County at the end of the last of these glacial periods, the Fraser Glaciation (Easterbrook 2003).

The Vashon Stade of the Fraser Glaciation began around 18,000 BP with an advance of the Cordilleran Ice Sheet into the lowlands (Porter and Swanson 1998). The Puget Lobe of the ice sheet flowed down into the Puget Lowland and reached its terminus just south of Olympia between 14,500–14,000 BP (Clague and James 2002; Easterbrook 2003; Waitt and Thorson 1983).

The Puget Lobe began to retreat shortly after reaching its terminus. Marine waters entered the lowlands that had been carved out by the glacier and filled Puget Sound. The remaining ice was floated and wasted away rapidly. Glaciomarine drift deposits dating between 12,500–11,500 before present (BP) were released from the melting glacial ice and deposited on the sea floor across the northern and central Puget Lowland (Easterbrook 2003). The enormous weight of the ice had depressed the land but as the crust rebounded relative sea levels fell and exposed some of the drift deposits (Clague and James 2002, Easterbrook 2003). The Cordilleran Ice Sheet advanced once again during the Sumas Stade of the Fraser Glaciation from ca. 11,600–10,000 BP, leaving glacial till and outwash deposits in northwestern Washington (Kovanen and Easterbrook 2002).

Soils

According to the U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS), soils within the project area(s) span four types: Kickerville silt loam, 0 to 8 percent

slopes, Shalcar muck, drained, 0 to 2 percent, Pangborn muck, drained, 0 to 2 percent slopes, and Clipper silt loam, drained, 0 to 2 percent slopes.

The Kickerville series are composed of a very deep well drained outwash soil (UC Davis SoilWeb n.d.). A typical profile includes a dark brown silt loam topsoil from 0-22 cmbs (0-9 inches), and a subsoil including dark yellowish-brown silt loam 22-81 cmbs (9-32 inches), and dark yellowish brown very gravelly loam from 81-106 cmbs (32-42 inches). The substrate is very gravelly sand (UC Davis SoilWeb n.d.).

Found on drift plains, in river valleys and in depressions of stream terraces and outwash terraces, oxbows, and backswamps, the Shalcar series consists of very deep, very poorly drained organic deposits over alluvium, glacial outwash, or glaciomarine material with slopes of 0 to 3 percent. A typical profile consists of Oa1--0 to 15 cm (0 to 6 inches); muck, Oa2--15 to 66 cm (6 to 26 inches); muck, Oa3--66 to 94 cm (26 to 37 inches); muck, 2Bg--94 to 132 cm (37 to 52 inches); loam, 2Cg--132 to 152 cm (52 to 60 inches); gravelly sand (UC Davis SoilWeb n.d.).

The Pangborn series consists of very deep, very poorly drained soils formed in herbaceous and woody organic deposits. Pangborn soils are in depressional areas on outwash terraces, till plains, and stream terraces with slopes of 0 to 2 percent. A typical profile consists of OaP--0 to 38 cm (0 to 15 inches); dark reddish brown muck, Oa1--38 to 74 cm (15 to 29 inches); dark reddish brown muck, Oa2--29 to 114 cm (29 to 45 inches); dark reddish brown muck, Oa3--114 to 152 cm (45 to 60 inches); black muck (UC Davis SoilWeb n.d.).

Clipper series soils are deep and somewhat poorly drained, found on glacial outwash terraces and plains. A typical profile consists of: an Ap layer (0-9 inches/0-23 cm) of very dark grayish brown silt loam, followed by an E1 layer (9-18 inches/23-46 cm) of grayish brown and gray silt loam, followed by an 2E2 layer (18-22 in/46-56 cm) of grayish brown and gray gravelly sandy loam, followed by a 2Bs layer (22-30 in/56-76 cm) layer of yellowish brown gravelly sandy loam, followed by a 3C1 layer (30-37in/76-94 cm) of dark grayish brown and grayish brown very gravelly loamy sand, followed by a 3C2 layer (37-60 in/94-152 cm) of dark grayish brown very gravelly loamy sand (UC Davis SoilWeb n.d.).

Flora and Fauna

The project area is located within the *Tsuga heterophylla* vegetation zone. Native vegetation would have included, but not have been limited to Douglas fir (*Pseudotsuga menziesii*), western red cedar (*Thuja plicata*), western hemlock (*Tsuga heterophylla*), salal (*Gaultheria shallon*), and vine maple (*Acer circinatum*). Other locally important and available species would have included bracken fern (*Pteridium aquilinum*), black raspberry or blackcap (*Rubus occidentalis*), currants and gooseberries (*Ribes* spp.), deer fern (*Blechnum spicant*), devil's club (*Oplopanax horridus*), huckleberries (*Vaccinium* spp.), Indian plum or Oso berry (*Oemleria cerasiformis*), oceanspray

(*Holodiscus discolor*), red elderberry (*Sambucus racemosa*), snowberry (*Symphoricarpos albus*), sword fern (*Polystichum munitum*) and trailing blackberry (*Rubus ursinus*) (Franklin and Dyrness 1973:44-5; Pojar and MacKinnon 1994). Large areas would have differed from the broader regional pattern, however, with areas of prairie, oak woodland, and pine forest being distributed throughout the southern Puget Sound basin (Franklin and Dyrness 1973:88).

Terrestrial animals in the area would have included black tailed deer (*Odocoileus hemionus*), elk (*Cervus canadensis*), black bear (*Ursus americanus*), beavers (*Castor canadensis*), as well as other small game and many species of waterfowl. Fish, especially salmon, were a staple food source (Suttles 1990). The APE is located approximately 15 miles from the marine shoreline, in which a variety of marine resources were available. Herring (*Clupea pallasii*), smelt or eulachon (*Thaleichthys pacificus*), halibut (*Hippoglossus stenolepis*), flatfish and rockfish would have been abundant in the area. Shellfish including littleneck clams (*Protothaca staminea*), butter clams (*Saxidomus giganteus*), horse clams (*Tresus capax*), bay mussels (*Mytilus edulis*), cockles (*Clinocardium nuttallii*), and native oysters (*Ostrea lurida*) would have been harvested as well as Dungeness and red rock crabs (*Cancer magister* and *Cancer productus*, respectively).

Cultural Background

In any investigation of the history of an area, a discussion of the past inhabitants is necessary to appreciate the full spectrum of possible occupational remnants.

Ethnohistoric

The proposed undertaking is within the traditional use area of the Nooksack Tribe. The Nooksack Tribe of today is an amalgamation of a number of individual groups that occupied the interior of northern Whatcom County and southern British Columbia (Ruby and Brown 1986; Reid 1987; Spear 1977; Suttles 1990; Tremaine 1975). The name Nooksack probably originated from the indigenous word for the bracken fern root that was very important to the diet of the people (Ruby and Brown 1986:153). The name, as it is applied to the people, was probably a name applied by Euro-Americans to all those Native people living in the Nooksack River Valley (Ruby and Brown 1986:152). However, the origin of the name 'Nooksack', as presently spelled and applied, has been presented in many forms and as having a multitude of origins (Amos 1972:13; Hawley 1945:35; Jeffcott 1949:25, 54; Suttles 1990:474). Previous cultural resource studies may be consulted to provide a more detailed background applicable to proposed undertaking (Montgomery 1979; Reid 1987; Spear 1977; Suttles 1990; Tremaine 1975).

The Nooksack once lived as semi-sedentary people throughout the larger Fraser River Valley interior that the Nooksack River watershed is a part. The late precontact Nooksack people were associated with at least three and as many as nine reported village locations where they relied on riverine resources related to root gathering, hunting, and fishing (Jeffcott 1949:11-15; Suttles 1990:454-455; Tremaine 1975:43-71). In the early settlement period (1860s-1870s), as many as

50 different pit house locations were known along the Nooksack River, with 10-15 houses at each site (Tremaine 1975:54-55). This house form was dissimilar to the traditional large wooden structures of their coastal neighbors as well as the later house forms adopted after contact with Euro-Americans. Both house forms and the language of the Nooksack clearly demonstrate that they are a distinct cultural group from the Coast Salish.

Like all Native groups in the Pacific Northwest, salmon was important to the Nooksack, but they hunted terrestrial mammal like wapiti (*Cervus canadensis*), deer (*Odocoileus hemionus*), and black bear (*Ursus americanus*) as well. Another significant contributor to subsistence was gathering and cultivating vegetable foods. The Nooksack utilized root crops, such as camas (*Camassia quamash*), Sagittaria (*Sagittaria latifolia*), and later the white potato or *wapato* and various 'wild onions' (Amos 1972: 12-13; Hawley 1945:35; Suttles 1974:142; Tremaine 1975:51-52). They also made use of the great number of different berries found in the area. The variety of berries locally available includes blackberries (*Rubus vitifolia*), blackcaps (*Rubus leucodermis*), elderberry (*Sambucus racemosa* ssp. *pubens*), huckleberries (*Vaccinium* spp.), salal (*Gautheria shallon*), salmon berries (*Rubus spectabilis*), and Thimbleberry (*Rubus parviflorus*) (Amos 1972:12-13; Pojar and MacKinnon 1994; Suttles 1974:63).

Prior to immigrant settlement there were numerous Nooksack villages in the north interior of Whatcom County. A large smokehouse, or longhouse, was historically located at the confluence of Anderson Creek and the Nooksack River (Jeffcott 1949:12; Tremaine 1975:46-47). This location is a short distance north of present-day Goshen and southeast of the project area. According to Jeffcott, this village was the "chief center of [the] native population, from which the others seemed to radiate" (Jeffcott 1949:12). Jeffcott (1949:14) reports the name of Everson as "*Qu-an-ish*". He also claims that the longhouse at this location was still partially standing in the 1940s (Jeffcott 1949:12-13). David Johnson, Jeffcott's Nooksack contact, told him that the longhouse was at one time 500 feet long, located on the east bank of the river. The river changed course and the longhouse was then on the west bank (Jeffcott 1949:13). Jeffcott reproduces photos of this structure in his *Nooksack Tales and Trails* (1949:12-14). The former longhouse site is likely the same location recorded with the DAHP as 45WH03 from the 1950s (Emmons 1951a, 1952).

A long-term work in progress was completed by Richardson and Galloway (2011), in which all Nooksack place names were recorded and published. A number of place names are located within the prairies surrounding Lynden, as well as along the Nooksack River and its tributaries. Place names located nearest the APE include five village sites located along a trail that ran from near present-day Blaine, Washington to the last branch of Fishtrap Creek near Old Yale Road in British Columbia. These village names include *Chmóqwem*, the main village at Lynden 'have marsh/cranberry bog', *Sqehálich*, Lynden Jim's Place on Stickney Island or 'go through an opening-at back', *Lhchálos*, at the east edge of the old part of Lynden, which is also the source of the language name *Lhéchalosem*, *Sp'etós*, a longhouse and pithouse location in the prairie

northeast of Lynden ‘suddenly broke through brush, anything requiring a struggle to get through’, and *Pá7atstel*, a prairie and village site near Northwood Road and north of the Jobe Cemetery (Figure 6).

The Nooksack are one of the few Native groups that staked homestead claims alongside Euro-Americans. Increased pressure from the incoming Euro-American settlers was met with uncertainty and discontent by the Nooksack who recognized they would have to make a place or make way (Amos 1972:38; Suttles 1990:474). In the Nooksack Valley a few Nooksack took homesteads around what today is Lynden, Everson, Nooksack, Lawrence, Deming, and Van Zandt (Royer 1982:14-15). Many prominent Nooksack people acquired land under the 1875 Homestead Act, however, Euro-Americans eventually purchased many of those properties. The 1884 Indian Homestead Act provided a way for some Nooksack to acquire land; much of that land has since remained in Native control (Amos 1972:38; Royer 1982:14-15; Suttles 1990:472). The Nooksack were reportedly unable to attend the winter signing of the Point Elliot Treaty of 1855 due to poor weather conditions on the river and thus the United States Government denied them status as a federally recognized Indian Nation (Amos 1972:38; Suttles 1990:474). In 1971, the Bureau of Indian Affairs officially recognized the sovereignty of the Nooksack Tribe (Amos 1972:38).



Figure 6. Map of Nooksack Place names, village and prairie sites, and features. Richardson and Galloway 2011: Map 7. Approximate location of the APE is overlaid in red.

Historic Period

Some of the earliest visitors to northwestern Whatcom County were individuals working on the International Boundary and Survey between the US and Canada in 1857 and 1858, which was also during the height of the Fraser River Gold Rush. James Bertrand, after whom Bertrand Creek was named, help cut timber during the survey and Indian Jim, Indian Joe, and Sally, who resided in the area of present-day Lynden near Fishtrap Creek, worked as packers and canoemen for the survey party (Jeffcott 1949:4-5). Other Nooksack and early settlers in the region made gains by selling provisions to the survey crew, as did many Whatcom businessmen.

Euro-American settlement in Whatcom County was linked to the fishing, logging and coal mining industries. The coast was developed first and the large stands of mature coniferous forests found in the interior were not immediately exploited. The deep forests of the interior were broken into small areas of open prairie. These inviting open spaces were not completely natural. According to Spear (1977:17) the Nooksack maintained these prairies by setting fires to cull the re-growth of trees and brush so the area would continue to produce root crop plants. As the Fraser gold fields panned out and the logging industry began moving east, cattle ranchers and subsistence farmers moved in to exploit the cleared prairies of northern Whatcom County where there was often plentiful water and easily accessible grazing for their animals (Koert 1976; Spear 1977:14; Tremaine 1975:77). After the prairies were settled people turned to clearing parcels in the heavy timber (Tremaine 1975:72).

The most abundant historical information of Euro-American settlement of the Nooksack Valley is associated with nearby Lynden and Everson. Local pioneers and historians including Phoebe Goodell Judson (1984), Robert E. Hawley (1945) and Percival R. Jeffcott (1949) wrote poetic retellings of stories about the earliest settlements along the Nooksack River. The first settlers in the area of Lynden were cattlemen. In the mid-1860s Colonel James Patterson and Mr. Reuben Bizer were in partnership raising beef and dairy cattle near the present-day city of Lynden (Jeffcott 1949:141; Tremaine 1975:77). These men were cattle ranchers exploiting the prairies and wetlands for the easy upkeep of their cattle. By 1870, however, Bizer and his wife, Matilda George of the Nooksack Tribe, had moved to Ferndale. Col. Patterson had also moved on by 1870, leaving his two daughters with Phoebe and Holden Judson with whom he made friends with in Olympia (Judson 1984). The Judson's took over Patterson's location which only held "squatter's rights" at the time (Koert 1976:8; Tremaine 1975:77). The area was surveyed six years later, which allowed the Judson's to file a pre-emption right to 160 acres in what is presently the center of Lynden (Judson 1984:194; Koert 1976:6). The couple was very active in the growth and government of Lynden. Mrs. Judson became a prominent figure in north Whatcom County and is referred to as "The Mother of Lynden" (Jeffcott 1949:125; Koert 1976:8; Roth 1926:838; Tremaine 1975:77). Mrs. Judson not only raised children of her own, but also reportedly raised many orphaned and abandoned children. The Judson's were instrumental in early Lynden life, Mrs. Judson was at the forefront of the log jam removal and the naming of the town while Mr. Judson served as the first

postmaster and was elected County Commissioner (Koert 1976:8). The first Protestant religious service in Lynden and the first school were also held in Judson home.

PREVIOUS CULTURAL RESOURCE STUDIES AND ARCHAEOLOGY

A search of the Washington Information System for Architectural and Archaeological Records Data (WISAARD) was conducted to develop the context for predicting the types, condition, context and potential for archaeological and/or historic material or structures in the project area. According to the database there are five (5) previously recorded archaeological sites, one (1) cemetery, and nine (9) cultural resource inventories located within approximately a one-mile radius of the APE.

Previously Recorded Archaeological Sites

Site 45WH2, is located approximately 130 feet west of Northwood Road, and 570 feet north of the Northwood and Kamm Road intersection. The site was recorded as a former longhouse, evidenced by cedar planks and ash at a depth of 24 inches below ground surface. The site was first recorded in 1951(b) by Richard V. Emmons, and no additional fieldwork or site visits have been conducted since then.

Site 45WH6 is located approximately 0.25 miles northwest of the tie-in location near Bradley Road. Emmons (1951c) reports that the site is the location of 6-8 pit houses that had been covered over by a bulldozer the year prior to the recording documentation (i.e. 1950). A collection of points and other lithic artifacts held by a "Bradley" was photographed. A total of twelve flaked points, two slate knives, and eight adze blades were reportedly in Mr. Bradley's collection.

Site 45WH28, located just under 1-mile northeast of the APE, was recorded in 1969 by Allen, Larson, and Osler. The site consists of a serpentine adze blade and one cobble chopper. A "doubtful" core from an area near a gravel source was also collected (Allen et al. 1969). Two test pits excavated in November of the same year were negative for cultural materials.

The Haveman Site, 45WH534, is located just under one mile north-northwest of the APE and consists of a lithic scatter of primarily basalt debitage, with one chert core, two basalt bifaces, and one utilized flake. It was discovered and tested by Historical Research Associates (HRA) in 2000 while on survey for the Williams/BC Hydro Georgia Strait Crossing Project (GSX) (Hess et al. 2000). No subsurface cultural deposits were located during testing (Zachman 2000a).

Site 45WH535, the Kamm Creek Spring Site, is located just over one mile to the north-northeast of the APE. The site record documents a lithic scatter near a spring that feeds Kamm Creek, a minor tributary of the Nooksack River. The site was first recorded in 1952 and was updated by HRA in 2000, at which time the site was recommended eligible for inclusion to the NRHP. The HRA crew that updated the site discovered numerous loci or concentrations consisting of basalt

debitage, fire-cracked rock, cobble choppers, a large biface and biface preform, along with utilized cobbles and flakes. No temporally diagnostic items were identified (Zachman 2000b).

One cemetery, 45WH819, is located adjacent to the APE on both the west and east sides of Northwood Road. The cemetery is a Nooksack Cemetery in origin called the Jobe Cemetery. The cemetery has also been referred to as the "Indian Joe Cemetery; Lynden Jim Cemetery; and *Yelexeyham* Nooksack Indian Cemetery". The current name, and the one most accurate and is in reference to the Jobe family of the Nooksack Tribe. The original two-acres designated for the cemetery was donated by "Indian Joe" from a portion of his homestead in about 1877 (Hawley 1945: 69, 187). Headstones are in their appointed locations and, although some have fallen over due to age and deterioration, they all appear to be in or near their appointed locations.

Previously Conducted Cultural Resource Inventories

In 2001, HRA conducted a cultural resources study for the proposed Georgia Strait Crossing Project (GSX) for a proposed installation of a natural gas pipeline from Sumas, Washington to Vancouver Island, B.C (Hess et al. 2000). HRA was contracted to conduct a survey for the portion of pipeline falling on U.S. soil. A Canadian firm was hired to handle cultural resources on Canadian lands. The survey resulted in the discovery of nine previously unrecorded archaeological sites, two of which are located in close proximity to the undertaking, 45WH534 and 45WH535.

In 2011, Joseph Randolph of the NRCS conducted a pedestrian survey and shovel testing for the Leroy Lagerway 2011 EQIP Project. This project included two areas, one located east and one south-southeast of the APE. A total of eight shovel probes were excavated at the parcel nearest current project. No cultural resources were located during this survey.

Drayton Archaeology recently conducted six projects in the immediate vicinity of the current APE. The first study was conducted in 2009 in association with the E. Grover Street Reconstruction Project. No cultural resources were encountered during that review (Baldwin 2009). In 2014 Drayton conducted three cultural resource reviews related to the Northwood Park Water Association improvement project and conducted work within the Jobe Cemetery. No cultural resources were identified during work for the water improvement projects (Baldwin 2014a, 2014b). Newly annexed areas to the City of Lynden prompted testing within the ROW of Northwood Road and the Jobe Cemetery (Baldwin 2014c). Through the use of trench excavation, ground penetrating radar (GPR), and Time Domain Electromagnetic (TDEM) equipment was utilized to test the ROW of Northwood Road as well as a portion of the cemetery for heretofore unrecorded burials and other related features. No graves or other cultural deposits were observed in the ROW. Data was gathered around the presumed burial plots of *Yelexeyham* and his descendants where headstones and graves are present, but due to vandalism in the past it is unclear whether the headstones correspond to the correct graves. GPR determined that there are subsurface features, likely burials, in that location. In 2016 Drayton conducted a cultural resources survey of

the new Lynden Middle School and an additional survey for the Northwood Water Association. Aside from a piece of glass found in one probe at the middle school location, no cultural materials were identified (Baldwin 2016a, 2016b).

In 2017 Drayton inventoried the southern portion of the APE, from Northwood Road to the tie-in near Bradley Road. The results of this survey have been submitted to DAHP and the remainder of the APE was recently added. No historic properties were recorded in the southern portion of the APE (Baldwin and Hunt 2017). This project was updated in 2018 for an additional corridor of ROW along Northwood Road at the mandate of the City (Baldwin and Hanson 2018). The corridor had been previously reviewed, in part, by Drayton as reported previously as Baldwin 2014c.

CULTURAL RESOURCE AND HISTORIC PROPERTY EXPECTATIONS

Based on the scope of the proposed undertaking, environmental and cultural contexts, and previous archaeological studies and cultural resource inventories, the proposed corridor is considered to be in an area of moderate to high probability for cultural resources.

The specific types of cultural resources were considered during work, included, but were not limited to, precontact lithic processing items such as cobble tools, lithic reduction scatters, disposed tools; fire modified rock suggestive of processing/camping activities; and fishing, hunting, gathering features, artifacts and deposits related to historic and precontact use. The presence of pit houses and longhouses have been recorded nearby in both ethnographic and archaeological resources, therefore, surface and subsurface features relating to these features may also be present. Historic resources, if present, may represent early farming, logging, or domestic materials.

FIELD METHODOLOGY

Field investigations for the development were conducted in three installations. Initially in 2017 Drayton surveyed an approximately 3,850 foot (1,173 meter) long corridor for the installation of a sewer line for the Lower Kamm Creek Sewer Extension Project (previously submitted to DAHP August 17, 2017) to support the proposed residential development. Due to the increase of services, the City required additional work in 2018 for upgrading the existing sewer main along the Northwood Road ROW from the subject development (and extension) to a sewer tie-in located 260' south of the terminus of Brome Street at the Spring Meadow Subdivision north of the project area. Presently, the City required the proponent to conduct a review of the proposed residential subdivision proper, resulting in this synthesis of all work.

General methodology for a field review includes, but may not be limited to, visual reconnaissance, pedestrian survey, and subsurface testing. Visual reconnaissance examines exposed soil profiles, ground disturbances, and geologic features indicative of human alteration or use to identify

surficial cultural materials or interactions and reviews the area for structures with any historic or archaeological importance or cultural concern. For subsurface testing, manually excavated shovel probes or mechanical excavation are preferred methods for providing examining subsurface soil conditions for determining the potential for, or presence / absence of, buried archaeological deposits. The excavation of shovel probes or trenches is most often dependent upon considerations of the landform, topography, project proposal and subsurface geologic conditions.

An initial field investigation for a sewer line corridor was conducted on August 10, 2017 by former Drayton archaeologists Sebastian de Bont and B. Joby Hunt in warm, sunny, muggy conditions with poor air quality from regional wildfires. Courtney Paton conducted pedestrian survey and visual reconnaissance for the second phase along the northern portion of the APE on May 11, 2018 in sunny and warm conditions. The corridor had been previously reviewed by Drayton (Baldwin 2014c). Finally, the present review took place one March 6 and 9, 2020 in sunny but cool conditions, by Drayton archaeologists Alex Berry, Emma Dubois, and Madeleine Hall, with Jeffrey Hillstrom replacing Berry on the second day.

During the 2017 investigation for the sewer line extension, the corridor was staked along a southwest by northeast alignment measuring approximately 660 meters, or 2,165', between a sewage line tie-in south of Bradley Road and terminated at the intersection of Kamm Ditch, an agricultural field, and Northwood Road. The project area consisted of an agricultural field through which Kamm Creek and numerous diversionary / irrigation ditches runs. O the east was a field in cultivation of corn. The APE crossed Kamm Creek and terminated at the intersection of the cornfield with Northwood Road.

To the southwest, the staked sewer line APE (2017) began at the location of vertical PVC sewage line located approximately 260' south from the eastern limit of Bradley Road in the Spring Meadows Drive subdivision (Photos 1 – 2). From there the corridor extended across an unnamed diversion / irrigation ditch through the field to cross Kamm Creek (Photos 3 – 4). Kamm Creek bisects the field to the west from a planted cornfield to the east (Photos 5 – 6). The corridor continued northeast across the planted cornfield and terminated at the intersection of the northeast edge of the cornfield with Kamm Ditch and Northwood Road (Photos 7 – 10).



Photo 1. Overview of vertical Sewage Line tie-in, view to the north, located at the southwest extent of APE (2017) and south from a diversion ditch at the vegetation. Note staked centerline.



Photo 2. Detail view of the Sewage Line tie-in, view to the west-northwest. Note the Spring Meadows Drive subdivision in the background.



Photo 3. Overview of the Kamm Creek diversion / irrigation ditch, view to the southwest, towards the Sewer Line tie-in. Note the staked centerline.



Photo 4. Overview of project corridor (2017) through the field, view to the northeast. Note the stand of trees, located at the south trending drainage of Kamm Creek.



Photo 5. Overview of the APE (2017), view to the west, crossing Kamm Creek.



Photo 6. Overview of APE (2017), view to the east-southeast, at eastern edge of Kamm Creek and intersection of cornfield. Note staked centerline (orange) and staked northern corridor (plain).



Photo 7. Overview of APE (2017), view to the east, through the cornfield. Note staked centerline and archaeologist along corridor.



Photo 8. Overview of APE (2017), view to the west, along centerline. Note Kamm Ditch north of and at edge of cornfield.



Photo 9. Overview of APE (2017), view to the east, along the interface of the cornfield with Kamm Ditch.



Photo 10. Overview of sewer corridor west (2017), along edge of cornfield and Kamm Ditch. Photo taken from northeast edge of cornfield near intersection with Northwood Road.

The initial 2017 subsurface investigation followed a probabilistic sampling plan. Shovel probes were systematically placed no more than 30 meters apart along the centerline of the APE for the entire length of the corridor. The subsurface investigation consisted of the excavation of shovel probes (SP or SPs) which are generally sized 40-centimeters in diameter and manually excavated with a spade shovel. No predetermined target depth is set; however, SPs are typically terminated based on geologic conditions, culturally sterile soils, groundwater infiltration, or based on professional judgment. All excavated material was screened through ¼-inch wire mesh hardware cloth. Notes, photographs, and GPS points were taken for each SP. Shovel probes were backfilled upon completion. A complete description of the soil sequence and soil composition of each SP is tabulated in Appendix A

The investigators began the subsurface testing at the southwestern extent of the APE at the sewage line tie-in and worked northeast to Northwood Road. A total of nineteen (19) SPs were excavated across the APE (Figure 7). The first set of SPs were conducted west of Kamm Creek. Shovel probes 1 and 2, located on either side of an irrigation ditch, exhibited well-drained silty sands that terminated with glacial granitic sands with clay inclusions. For example, SP2 began with a rich-organics layered root-mat at approximately 0 – 3 centimeters below modern ground surface (cmbs) that transitioned to light-brown and brown-red silty sand between 3 – 32 cmbs, to light-brown silty-sand with white/gray/black variegated granitic sands at a depth of 32 – 54 cmbs and terminated at 103 cmbs at the interface of completely granitic sand layer with gray sandy clay containing oxidized inclusions (Photo 14). Shovel Probes 1 - 2 contained as much as 10 - 15 % gravels and as many as 3 -5 % rounded and angular cobbles measuring between 5 - 8cm² (Photo 15). These two SPs conform to the Kickerville silt loam soils defined by University of California Davis (UC Davis SoilWeb n.d.) and the NRCS soil survey (n.d.).

As the investigation moved across the field, the soil composition shifted into peat-moss stratum, defined as very poorly drained Shalcar and Pangborn muck (UC Davis SoilWeb n.d.; NRCS soil survey n.d.). The landowner shared with the archaeological crew that the field has not been plowed in seven years and that the owner employs a frequent practice of spreading cattle manure on the surface of the unplowed field.

Shovel probes 3 - 6 revealed a typical soil profile of a shallow, richly organic root-mat, less than 4 cm thick, with an underlying dark-brown and brown-red silty loam or poorly drained peat with less than 1% gravels. With depth, the soil profile becomes wet as the sediment transitions to dark-brown and brown-red peat with mottled gray clays as deep as nearly 90 cmbs and terminates between 95 – 100 cmbs at the interface of granitic black/white/gray sands with gray clays (Photos 16 – 17). The excavation of SP #6, closest to the western bank of Kamm Creek, exposed better drained silty-sand soils, but the test terminated at 60 cmbs upon encountering the water table (Photo 18).

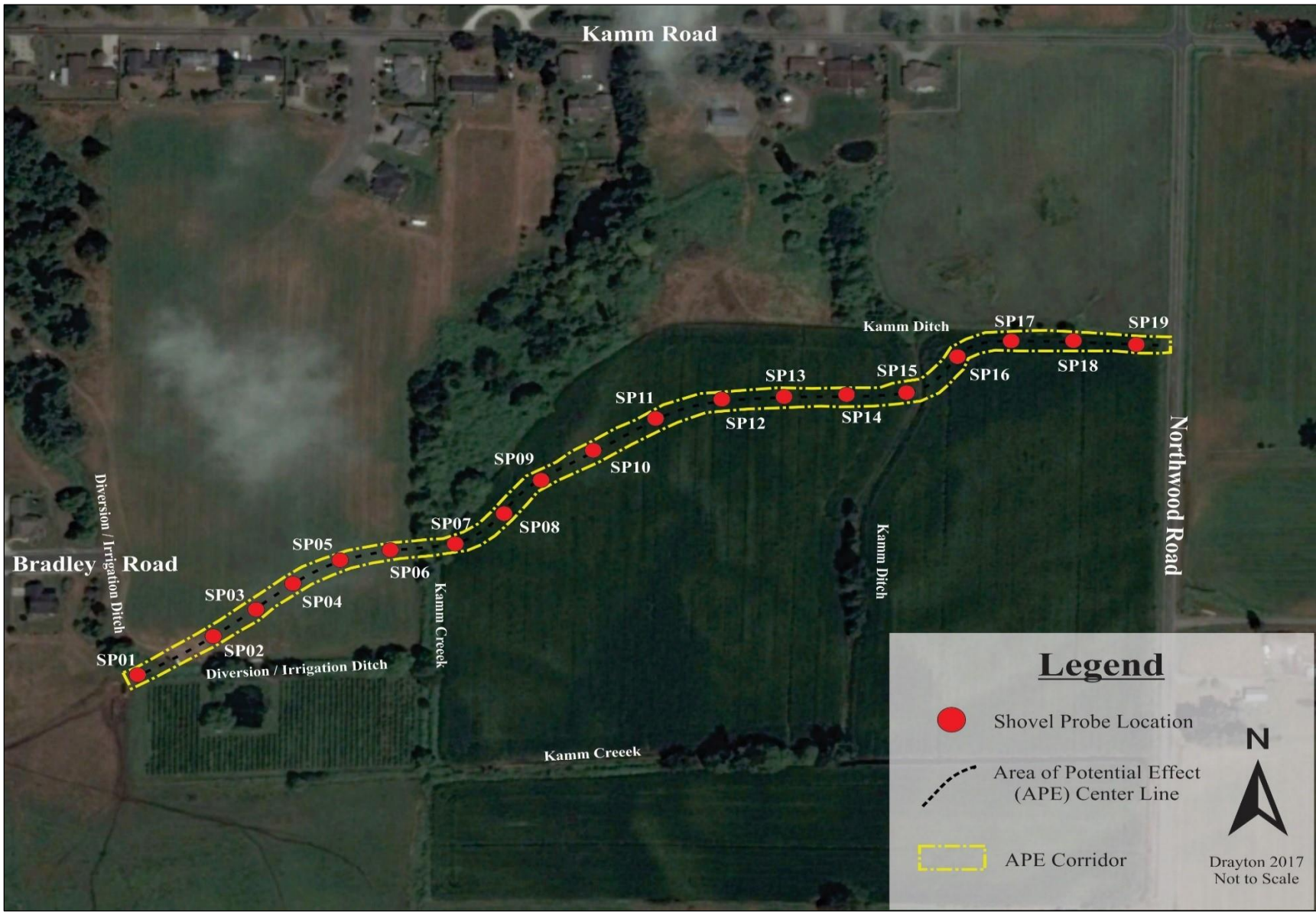


Figure 7. An adapted Google Earth aerial image illustrating the APE and shovel probe locations of the 2017 investigation.



Photo 11. Detail of Shovel Probe 1 (2017), showing root-mat, silty-sands, and granitic sands at base.



Photo 12. View of gravels exposed in Shovel Probe 2 (2017). Note some of the cobbles in the sifted soil.



Photo 13. Detail of Shovel Probe 4 (2017). Note dark peat, poorly drained, wet soils, and water at base.



Photo 14. Detail of the peat with gray granitic and glacial clays from base of SP4 (2017).



Photo 15. Detail of SP6 (2017), showing water table at base of probe. Note the better drained silty-sands closer to Kamm Creek.

On the eastern portion of the APE, east of Kamm Creek, the investigators encountered additional peat intermingled with silty-loam and silty-sand soil compositions throughout the testing of the ploughed and planted cornfield (Photo 19). Shovel probes 7 – 19 revealed no root-mat, although an approximately 20 – 30 cmbs deep layer of corn roots and other micro-rootlets were noted throughout (Photo 20). Generally, the soils were well drained with approximately 0 – 30 cmbs containing dark-brown and red-brown silty-loam with less than 1% gravels and no cobbles. The next layer consisted of a red-brown sandy-silt with as much as 5 – 10% gravels and less than 1% cobbles measuring between 3 – 8 cm². The SPs terminated between 75 – 90 cmbs at the interface of clays with granitic sands. The last stratum typically contained between 5 - 10 % gravels. Most of the SPs in the cornfield conform to the Kickerville silt loam soils, while a few were more similar to the Pangborn and Shalcar muck (peat) soils described above (UC Davis SoilWeb n.d.; NRCS soil survey n.d.).



Photo 16. Detail of soils excavated from SP16 (2017), showing peats with silty-sands.



Photo 17. Detail of SP10 (2017). Note silty-loam to silty-sand soil with a top stratum of corn and other rootlets.

An additional field investigation was requested and conducted in March 2020 for the proposed Bosman property development. The current project area consists of an approximately 22-acre field divided into two distinct sections by a north-south-oriented Kamm Ditch channel. A gravel access road connects both sections to Northwood Road at the APE’s eastern boundary. The eastern portion of the APE consists of a flat, cleared corn field (Photo 21) while the western portion is comprised of a hilly grass field with Kamm Creek running south along the APE’s western border (Photos 22 and 23). The western grassy portion of the APE had been a cornfield as well at the time of Drayton’s 2017 investigation.



Photo 18. Overview, southeast, of the eastern cornfield. Kamm Ditch is visible in foreground.



Photo 19. Overview, southeast, of the western grass field, with standing water in distance.



Photo 20. Overview, south, of western grass field. Kamm Creek follows tree line at western boundary of APE.

Additional survey for the City sewer main upgrade was conducted in May 2018 by Courtney Paton along the proposed utility upgrade ROW corridor of Northwood Road. The proposed work was to tie-in to a location north of the subject site near Brome Street. The Northwood Road is a two-lane thoroughfare with gravel shoulders in a rural to light density residential setting (Photos 11 – 12). Overhead power lines and buried utilities are present in the ROW (Photo 13). No cultural materials, cultural resources, or historic properties were identified during the initial 2017 and 2018 investigations.



Photo 21. Overview, south, of the northern extent of the APE (2018; Northwood Road).



Photo 22. Overview south down Northwood Road.



Photo 23. A view south highlighting the corridor of buried utilities and overhead power lines.

Present field investigations occurred on March 6 and 9, 2020 in sunny but cool conditions, by Drayton archaeologists Alex Berry, Emma Dubois, and Madeleine Hall, with Jeffrey Hillstrom replacing Berry on the second day. A total of twenty-five (25) shovel probes were excavated in the APE (Figure 8). Soil profiles in the eastern cornfield generally conformed to the Clipper series described previously. A typical profile in the eastern portion consisted of an upper stratum of very dark brown silt loam with a low gravel content above a second stratum of highly compacted and very gravelly dark yellowish-brown or dark grayish-brown silt loam (Photo 24). Probes 10 and 11, along the northern border of the eastern field, appeared consistent with the Shalcar series described previously. Their profiles consisted of black organic muck with many fine roots overlying very dark grayish-brown loam.

In the western field, sediments observed were more variable with some profiles conforming to the Clipper series, generally located farther to the east, and others appearing more like the Kickerville series described previously, generally located closer to the western boundary. Profiles observed in the westernmost probes consisted of an upper stratum of dark brown silt loam overlying a second stratum of dark yellowish-brown gravelly silt loam, over a third stratum of slightly lighter dark yellowish-brown gravelly sand (Photo 25). A complete description of the soil sequence and soil composition of each SP excavated for the current phase of the project is presented in Appendix B. No cultural materials were observed during the present or previous investigations.



Figure 8. A Google Earth aerial image illustrating shovel probe locations (2020).



Photo 24. A representative soil profile in the eastern portion of the APE, shown here in SP06 (2020).



Photo 25. A representative soil profile in the western portion of the APE, shown here in SP09 (2020).

RESULTS AND RECOMMENDATIONS

Drayton conducted archaeological investigations for the proposed residential subdivision during 2017, 2018, and presently, 2020. All stages included background review of environmental and cultural contexts, field investigations to identify the presence/absence of archaeological deposits, and production reports. The present document combines all those previous investigations (Baldwin and Hunt 2017; Baldwin and Hanson 2018). Background review determined that the proposed work was located in an area of moderate to high probability for cultural resources.

The investigations did not identify cultural materials or historic properties during the study. Drayton therefore asserts that no impacts to cultural resources or historic properties are likely to occur during the execution of the undertaking as proposed. Drayton finds no warrant for recommending further archaeological oversight. Based on our investigation and previous work in the area the project should be permitted to proceed as designed. We further encourage the Corps, for their part, to assert a determination of No Historic Properties Affected for the proposed undertaking.

Washington State law provides for the protection of all archaeological resources under RCW Chapter 27.53, Archaeological Sites and Resources, which prohibits the unauthorized removal, theft, and/or destruction of archaeological resources and sites. This statute also provides for prosecution and financial penalties covering consultation and the recovery of archaeological resources. Additional legal oversight is provided for Indian burials and grave offerings under RCW Chapter 27.44, Indian Graves and Records. That law states that the willful removal, mutilation, defacing, and/or destruction of Indian burials constitute a Class C felony. A recent addition to Washington legal code, RCW 68.50.645, Notification, provides a strict process for the notification of law enforcement and other interested parties in the event of the discovery of any human remains regardless of perceived patrimony. The assessment of the property has been conducted by a professional archaeologist and meets or exceeds the criteria set forth in RCW: 27.53 for professional archaeological reporting and assessment.

In the event that archaeological materials are encountered during the work all operations should be halted in the vicinity of the find and an archaeologist should immediately be notified. Work would only proceed after the materials is inspected and assessed. At that time, the appropriate persons are to be notified of the exact nature and extent of the resource so that measures can be taken to secure them. In the event of inadvertently discovered human remains or indeterminate bones, work must stop immediately. Any remains should be covered and secured against further disturbance. Communication should then be established with the Lynden Police Department, the State Physical Anthropologist at DAHP, and Nooksack Tribe of Indians' Tribal Historic Preservation Officer and any other tribal agency that may have concerns.

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APPENDIX A: SHOVEL PROBE TABLE (2017)

DEPTH BELOW SURFACE (CM)	SEDIMENT DESCRIPTION	RESULTS
SP01 (Irrigation Ditch Bank)		
0-20	Dark brown sandy silt, light gravel content, heavy compaction	Negative
20-90	Brown sand, light gravel content, moderate to light compactions	Negative
SP02 (Irrigation Ditch Bank)		
0-3	Root-mat matrix in dark-brown, light organics and roots	Negative
3-32	Brown + light brown mottled sandy silt	Negative
32-54	Light brown sandy silt with variegated sands with some clay.	Negative
54-103	Brown silty sand transitioning to granitic glacial sands with gray glacial clay w/ orange oxidized inclusions	Negative
Notes: SP contains ~ 20% gravels, is well drained, and has 3 -5 % rounded quartz cobbles		
SP03 (Field)		
0-50	Dark brown / black silty loam, low gravel content, light compactions	Negative
50-83	Gray clay sands, low gravel content, light comp.	Negative
SP04 (Field)		
0-4	Root-mat matrix of sandy silt with ~2% gravels, rich dark organics, and roots	Negative
4-27	Dark brown mottled gray brown silty loam peat, rich wet carbons	Negative
27-84	Dark brown and red-brown peat with mottled clays, no gravels	Negative
84-97	Peat transitioning into sandy clay (granitic sands color black/gray/white)	Negative
97+	Granitic sands and gray sandy clay	Negative
SP05 (Field)		
0-90	Black peat, no gravel contents, lightly compaction, very wet	Negative
90-96	Glacial sands and clays, water @ 94cm	Negative
SP06 (Kamm Creek Bank)		
0-3	Root-mat matrix of silty sand w/ some clays and 5% gravels	Negative
3-27	Dark brown and brown-red sandy silt loam, 15% gravels	Negative
27-58	Red-brown and light-brown sandy silt, no gravels	Negative
58-60	Sandy water table	Negative
SP07 (Kamm Creek Bank)		
0-55	Black peat, no gravel contents, lightly compaction, very wet	Negative
55-80	Brown loamy sand, moderate gravel, and compactions	Negative
SP08 (Entering Cornfield)		
0-30	No root-mat matrix, Red-brown and dark-brown silty loam with many micro-rootlets	Negative
30-92	Light brown and red-brown sandy-silt with less than 1% gravels	Negative
SP09 (Cornfield)		
0-35	Dark brown / black silty loam, low gravel content, light compactions	Negative
35-57	Brown silty loam, low gravel, low compact.	Negative
57-78	Brown silty loam, high gravels moderate compaction.	Negative

DEPTH BELOW SURFACE (CM)	SEDIMENT DESCRIPTION	RESULTS
SP10 (Cornfield)		
0-50	Micro-rootlets in a matrix of red-brown silty loam	Negative
50-70	Brown and red-brown Sandy silty loam with ~10% gravels	Negative
70-85	Brown silty sand with ~15% gravels	Negative
SP11 (Cornfield)		
0-37	Dark brown / black silty loam, low gravel content, light compactions	Negative
37-73	Brown silty loam, high gravels moderate compaction.	Negative
SP12 (Cornfield)		
0-42	Micro-rootlets in a matrix of red-brown silty loam	Negative
42-87	Brown and red-brown Sandy silty loam with ~5% gravels	Negative
70-85	Brown silty sand with ~5% gravels	Negative
Notes: Root burns throughout		
SP13 (Cornfield)		
0-15	Dark brown / black silty loam, low gravel content, light compactions	Negative
15-49	Light brown / gray silty loam, no gravels	Negative
49-80	Brown silty loam, high gravels moderate compaction.	Negative
SP14 (Cornfield)		
0-15	Dark brown silty loam, heavy organics with rootlets	Negative
15-36	Brown and red-brown Sandy silty loam with ~5% gravels	Negative
36-78	Red brown silty loam ~5% gravels	Negative
78-87	Red-brown and yellow-brown sandy silty loam, with ~10% gravels	Negative
SP15 (Cornfield – West of Kamm Ditch)		
0-18	Dark brown / black silty loam, low gravel content, light compactions	Negative
18-83	Brown silty loam, high gravels moderate compaction.	Negative
SP16 (Cornfield – East of Kamm Ditch)		
0-28	Gray-brown and dark-brown organic peats at surface, no rootmat	Negative
28-70	Dark brown silty loamy Peats with gray glacial sandy clay inclusions	Negative
70-97	Gray clays with granitic sands	Negative
Note: less than 1% gravels		
SP17 (Cornfield – south of Kamm Ditch)		
0-54	Dark brown / black silty loam, low gravel content, light compactions	Negative
Note: root impasse next to large maple tree at 54 cmbs		
SP18 (Cornfield – south of Kamm Ditch)		
0-24	Gray-brown and dark-brown organic peats at surface, no rootmat	Negative
24-68	Dark brown silty loamy Peats with gray glacial sandy clay inclusions	Negative
68-79	Gray clays with granitic sands	Negative
Note: Contains ~5% gravels		
SP19 (Cornfield – south of Kamm Ditch near Northwood Road)		
0-24	Gray-brown and dark-brown organic peats at surface, no rootmat	Negative
24-68	Dark brown silty loamy Peats with gray glacial sandy clay inclusions	Negative
68-79	Gray clays with granitic sands~5% gravels	Negative

APPENDIX B: SHOVEL PROBE TABLE (2020)

DEPTH BELOW SURFACE (CM)	SEDIMENT DESCRIPTION	RESULTS
SP01		
0 – 39	10YR 2/2 Very dark brown silt loam with a very low gravel content. (Plowed sediments).	Negative
39 – 70	2.5Y 5/2 Grayish brown coarse-grained gravelly silt loam with a high content of small subrounded cobbles and medium sized gravels.	Negative
Note: Water table at 70 cm		
SP02		
0 – 31	10YR 2/2 Very dark brown silt loam with a very low gravel content. (Plowed sediments).	Negative
31 – 80	10YR 3/4 highly compacted Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
SP03		
0 – 31	10YR 2/2 Very dark brown silt loam with a very low gravel content. (Plowed sediments).	Negative
31 – 67	10YR 3/4 highly compacted Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
67 – 80	2.5Y 4/2 Dark grayish-brown clayey silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
SP04		
0 – 36	10YR 3/3 Dark brown silt loam with a very low gravel content.	Negative
36 – 55	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
55 – 89	2.5Y 4/2 Dark grayish-brown clayey silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
SP05		
0 – 33	10YR 3/3 Dark brown silt loam with a very low gravel content.	Negative
33 – 68	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
68 – 100	10YR 5/1 Gray clay loam with oxidation mottling throughout.	Negative
SP06		
0 – 20	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
20 – 100	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative

DEPTH BELOW SURFACE (CM)	SEDIMENT DESCRIPTION	RESULTS
SP07		
0 – 38	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
38 – 60	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
60 – 100	10YR 4/4 Dark yellowish-brown gravelly loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP08		
0 – 28	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
28 – 62	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
62 – 80	10YR 4/4 Dark yellowish-brown sandy loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP09		
0 – 36	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
36 – 62	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
62 – 101	10YR 4/4 Dark yellowish-brown sandy loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP10		
0 – 36	10YR 2/1 Black muck with a moderate content of plant roots	Negative
36 – 76	10YR 2/1 Black muck with a high content of plant roots	Negative
76 – 100	10YR 3/2 Very dark grayish-brown loam	Negative
SP11		
0 – 42	10YR 2/1 Black muck with a moderate content of plant roots	Negative
42 – 80	10YR 2/1 Black muck with a high content of plant roots	Negative
80 – 100	10YR 3/2 Very dark grayish-brown loam	Negative
SP12		
0 – 35	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
35 – 70	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
70 – 100	10YR 4/4 Dark yellowish-brown gravelly loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP13		
0 – 24	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
24 - 80	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative

DEPTH BELOW SURFACE (CM)	SEDIMENT DESCRIPTION	RESULTS
SP14		
0 – 25	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
25 – 35	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
35 – 80	10YR 4/4 Dark yellowish-brown gravelly loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP15		
0 – 40	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
40 – 44	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
44 – 78	10YR 4/4 Dark yellowish-brown gravelly loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP16		
0 – 46	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
46 – 57	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
57 – 100	10YR 4/4 Dark yellowish-brown gravelly loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP17		
0 – 25	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
25 – 50	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
50 – 95	10YR 4/4 Dark yellowish-brown gravelly loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP18		
0 – 51	10YR 2/2 Very dark brown silt loam with a very low gravel content. (Plowed sediments).	Negative
51 – 79	2.5Y 5/2 Grayish brown coarse-grained gravelly silt loam with a low content of small subrounded cobbles and medium sized gravels.	Negative
79 – 80	2.5Y 5/2 Dark grayish-brown gravelly loam with a high concentration of pebbles and gravels.	Negative
SP19		
0 – 31	10YR 2/2 Very dark brown silt loam with a very low gravel content. (Plowed sediments).	Negative
31 – 51	2.5Y 5/2 grayish brown silt loam with a low concentration of pebbles.	Negative
51 – 82	2.5Y 5/2 Grayish brown coarse-grained gravelly silt loam with a high content of medium sized subrounded cobbles and medium sized gravels.	Negative
82 – 85	2.5Y 4/2 Dark grayish brown coarse-grained gravelly silt loam with a high content of medium sized subrounded cobbles and medium sized gravels.	Negative

DEPTH BELOW SURFACE (CM)	SEDIMENT DESCRIPTION	RESULTS
SP20		
0 – 38	10YR 2/2 Very dark brown silt loam with a very low gravel content. (Plowed sediments).	Negative
38 – 46	2.5Y 5/2 grayish brown silt loam with a low concentration of pebbles.	Negative
46 – 80	2.5Y 5/2 Grayish brown coarse-grained gravelly silt loam with a high content of medium sized subrounded cobbles and medium sized gravels.	Negative
SP21		
0 – 32	10YR 2/2 Very dark brown silt loam with a very low gravel content.	Negative
32 – 52	2.5Y 5/2 grayish brown silt loam with a low concentration of pebbles.	Negative
52 – 81	2.5Y 5/2 Grayish brown coarse-grained gravelly silt loam with a high content of medium sized subrounded cobbles and medium sized gravels.	Negative
SP22		
0 – 41	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
41 – 81	10YR 4/4 Dark yellowish-brown sandy loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP23		
0 – 72	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
72 – 82	10YR 4/4 Dark yellowish-brown gravelly loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP24		
0 – 35	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
35 – 72	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
72 – 97	10YR 4/4 Dark yellowish-brown sandy loam with high gravel content with mostly subrounded pebbles and cobbles	Negative
SP25		
0 – 26	10YR 3/3 Dark brown silt loam with a low gravel content with mostly subrounded pebbles and a few cobbles.	Negative
26 – 40	10YR 3/4 Dark yellowish-brown silt loam with a high concentration of medium to small angular-subrounded cobbles and medium sized gravels.	Negative
40 – 90	10YR 4/4 Dark yellowish-brown sandy loam with high gravel content with mostly subrounded pebbles and cobbles	Negative

CITY OF LYNDEN



TECHNICAL REVIEW COMMITTEE Development Project Report

RECEIVED
SEP 28 2020
City of Lynden
Planning Department

Date Issued:	September 18, 2020
Project Name:	Kamm Creek MPRD #20-02
Applicant:	Bob Libolt, Agent for Kamm Creek Investments LLC
Property Owner:	Kamm Creek Investments LLC
Site Address:	8585 Northwood Road
Parcel Number:	40031524816500004, 4003151831630000
Zoning Designation:	RS-100
Application Type:	Step 1 of 2 of a Master Planned Residential Development
Parcel Size:	20 Acres
Hearing Type:	Quasi - Judicial
Hearing Objective:	The objective of this public hearing is to determine whether the proposal meets the requirements found within Chapter 19.29 of the Lynden Municipal Code regarding Planned Residential Developments.
Date application determined complete:	August 28, 2020
Date of Publication:	September 2, 2020
SEPA Determination:	August 28, 2020
Project Description:	Step 1 of 2 for a Master Planned Residential Development. Project includes the subdivision of approximately 20 acres in 40 single family residential lots with the RS-100 zone.

In accordance with Chapter 17.15 LMC, the proposed action was reviewed for concurrency and should the conditions listed within this report be met, a finding of concurrency will be made in accordance with Section 17.15.060(C)(3).

Lynden Municipal Code (LMC) 19.29 guides the development standards and criteria for approval for Master Planned Residential Developments (MPRDs). The Kamm Creek proposal appears to meet the following requirements consistent with the LMC:

Intent: The primary purpose of a Master Planned Residential Development (MPRD) is to promote creativity in site layout and design by allowing flexibility in the application of the standard zoning requirements and development standards.

The overall intent of the Kamm Creek MPRD appears mostly consistent with the purpose of Planned Residential Developments as outlined in LMC 19.29.010.

Minimum Lot Size: Per LMC 19.29.060(l) the minimum lot size for single family homes within a PRD is 5,000 square feet. The lots proposed in this PRD exceed this minimum. As proposed, the residential parcels range from 5,237 square feet to 10,228 square feet with ten parcels exceeding 9,000 square feet. In addition, the PRD provides common open space. Due to critical areas on the subject property the average area per residence, when divided equally is over 21,000 square feet per home.

Specific Project Comments from the Technical Review Committee:

The application was reviewed against the applicable chapters of the LMC and the Engineering Design and Development Standards and the comments generated have been included below.

Applicant Response Required: Applicant will be required to provide written responses to each staff comment below. Advisory comments should be acknowledged or confirmed.

Planning Department

1. Approval Process: Staff understands the Cedarbrook project is seeking a one step approval process as outlined in LMC 19.29.100 in that the project concept and site details are included in the application. The process for this approval includes staff review, a public hearing before the Planning Commission and a decision by the City Council. Please note that a decision by the City Council is equivalent to the preliminary approval of a long plat. When given, this initial approval would authorize the applicant to move forward with infrastructure improvements but return to the Council for final approval. Be advised, per LMC 19.29.100 the final development contract, with all exhibits including the final Covenants, Conditions and Restrictions for the Cedarbrook development must be presented to the Planning Commission for review and the City Council for approval. Final approval by the City Council and completion of any associated punch lists and as-built drawings would then authorize the property to be officially divided, recorded and lot numbers assigned. ***A preliminary copy of the C,C & Rs has been submitted. Prior to application for Final Plat approval the final version of the documents will be submitted for approval and will be referenced in the final development contract and the recorded plat mylars.***
2. Density: LMC 19.29.060(1) states that floodplain shall not be included in the gross land area for the calculation of density in a PRD. The project narrative indicates that of the 20 acres on the subject property, 5.2 are within the

floodplain. This means that the final density of the PRD is 2.7 units per acre when up to 4 units per acre are permitted (consistent with the underlying RS-100 zoning). Please provide the break-down of these density calculations in table form on the final drawings. **See the attached density calculations.**

3. Maps: On the Kamm Creek PRD Existing Conditions Map, and Project Layout Map please provide information as to the location of the neighboring property lines and adjacent zoning categories. **See the attached vicinity map with neighboring properties and zoning.**

4. Critical Areas: The applicant has submitted a Critical Areas Detailed Study that analyzes proposed impacts to the wetlands and regulated streams and their buffers. The Critical Areas Report dated June 29, 2020 is considered preliminary and subject to necessary revisions based on requested information, subsequent plat design alterations, and Army Corps and WDFW permits. **Upon Preliminary Plat approval application will be made with the Army Corps and WDFW for the necessary permits.**

Proposed wetland fill will require Army Corps permits. Stream crossing work will require a WDFW HPA permit. Staff expects that details of the proposed mitigation plan will require revisions subject to these permits prior to final plat approval. **Upon Preliminary Plat approval application will be made with the Army Corps and WDFW for the necessary permits.**

5. Floodplain: The FEMA designated floodplain and elevation for the Nooksack River shall be indicated on the final plat. Applicant shall confirm the BFE for the subject property and locate and adequately delineate that elevation on the ground. Any approved alterations that would change the on-site location of the BFE will require a LOMA and/or a LOMR-F prior to final plat approval. **BFE under current FEMA maps has been surveyed on the site. No fill is anticipated that will change the floodplain volumes however if that changes LOMA applications will be submitted.**

Proposed development of the floodplain shall comply with FEMA regulations and LMC 16.12 Floodplain Management. Approval of floodplain development is subject to cut and fill analysis, compensatory storage, and a biological assessment. **BFE under current FEMA maps has been surveyed on the site. No fill is anticipated that will change the floodplain volumes however if that changes LOMA applications will be submitted.**

6. Future parcels that contact the floodplain or that are directly adjacent to the floodplain will require an elevation certificate at final occupancy to ensure 2 feet of freeboard above BFE. **A note will be included on the Final Plat Mylars for each lot that requires floodplain certification.** Open Space Standards: An

MPRD shall set aside a minimum of seven and one-half percent (7.5%) of the gross land area or 4,000 square feet, whichever is greater, for active recreational uses. The percentage of area set aside for active uses may be reduced per LMC 19.29.080(D)(2) in association with environmentally sensitive areas. While it is obvious that the proposed development the minimum standards for area that is set aside as open space, please address LMC 19.29.080(A-D) and the active use component. **Over 10 (50%+) acres of the site will be set aside as open space. This area includes critical areas and buffers some of which are in the floodplain and other floodplain areas that are not within the critical areas and buffers and areas that are not impacted by either critical areas or floodplain. (See attached Land Use Calculations chart)**

LMC 19.29.080

A. Location. The open space areas are distributed throughout the site with nearly every lot having some frontage on these areas. Open space area south of Lot 18 and west of Lot 10 provide easily accessed usable areas for active recreational use. The area adjacent to Lot 18 would exceed the one-half acre requirement calculated as 30% of the total required open space.

B. Access. All open space areas have access from the private roadways throughout the project. The private roadways will be owned by the Homeowners Association providing access to all lot owners.

C. Types of Open Space. The proposed open space areas will include greenbelts comprised of buffer areas that have been densely planted and buffer areas that remain as grass land. A paved trail will be located in the greenbelts connecting the two areas of homes.

D. Use of Open Space. The open space greenbelt areas will provide protection for the critical areas. The trail will provide access to these common areas and will offer opportunity for active exercise.

7. Open Space Covenant: Be advised that to comply with LMC 19.29 open space shall require a recorded deed restriction or restrictive covenant which runs with the land and assures that said property will remain in open space in perpetuity, consistent with the terms of this chapter, and which shall be held and maintained for such purposes for the common benefit of residents of the development by a homeowner’s association. **A deed restriction will be included in the Final Plat documents restricting the use of these open space areas in perpetuity.**

8. Pedestrian Connections: As noted in LMC 19.29.060(6), in addition to sidewalks fronting residential lots, there must be logical pedestrian connections throughout the project including paved pathways to front doors, and trails within or adjacent

to open space areas. Staff recognizes that the applicant has proposed, rather than sidewalks, alternate pedestrian paths through the development. However, staff is concerned about lack of pedestrian connection to Kamm and Northwood Roads. **The applicant has added proposed sidewalks on one side of the street in the location of the homes. These sidewalks will be connected to the trails. See the attached map for the location and cross section design for these pedestrian connections.**

Staff will recommend to the Planning Commission and Council that the development include the construction of an asphalt pedestrian path and public access easement (if outside of the ROW) parallel to Northwood Road but west of the existing ditch. A path of this nature is preferred as it will be some time before full roadway improvements will occur on Northwood Road – especially since the property to the east is not within the City’s Urban Growth Area. **The applicant has added a path along Northwood Road. This path connects to the trail system. See attached map.**

Additionally, this development must accommodate the construction of and/or dedication of property for future public use connections to the East Lynden Loop Trail with access provided to the west. **The applicant agrees to dedicate an easement for future trail connection to the west in the location of the existing sewer easement**

- 9. Mineral Rights: A 1962 real estate contract on the property appears to show that CV Wilder and Ella Wilder maintained ½ of all oil, gas and mineral rights on the subject property. Be advised, prior to commencement of construction the developer must demonstrate that the title has been cleaned of this claim. **The applicant will investigate the possibility of clearing these rights from the title. These rights exist on nearly all property in Whatcom County and Lynden. There may be no reasonable way to have the title cleared of the claim.**
- 10. Residential Design Standards: Be advised, the homes proposed within the MPRD will be subject to the design standards of LMC 19.22. These also include articulations on building elevations that face toward public streets or shared green spaces, exterior finish details, porches and stoops, and the screening of mechanical equipment. **Applicant acknowledges the requirement of these design standards along with the additional standards contained in the C,C,&Rs.**
- 11. On-Street Parking: Minimum standards of PRD design call for on-street parking on one side of private streets. The Kamm Road PRD requests a deviation from this standard per LMC 19.29.060(J). The PRD also requests reduced driveway

lengths (garage door setbacks) to 20 feet rather than 25 feet. Staff is concerned that with no on-street parking available on Northwood Road or within the PRD, and relatively short driveways, the neighborhood may suffer from a lack of sufficient parking. Please provide a parking plan which addresses the daily needs of residents as well as guest parking within the Kamm Creek PRD. Staff recommends that the applicant explore a minimum parking requirement that meets the City's parking code for typical RS-100 development. And, that the applicant create pockets of guest parking within the PRD. ***The parking proposed includes 2 enclosed and 2 driveway parking spaces for each home. This meets the RS-100 and MPRD parking requirements. The applicant is also proposing a wider street section with a flush sidewalk on one side of the street and parking on the opposite side. See attached plan.***

12. Street Section: The application makes reference to a street section, but one could not be located by staff. Please provide a section of the proposed street. Include plans for curbs, pavement material, etc and dimensions of each element. Staff is concerned about the requested reduction in pavement width from private street standard 30 feet curb-to-curb with sidewalk to 24 feet of pavement. The PRD code standard details a street width of 30 feet curb-to-curb with sidewalks on both sides. The narrow width will not allow for on-street parking which many property owners prefer – this could be somewhat mitigated by longer driveways however shorter driveways have been proposed. Lack of sidewalks or other pedestrian pathways are also a concern (see comment above regarding pedestrian connections). ***The project has proposed all private streets to minimize the impacts on critical areas, buffers and floodplain areas. The applicant in response to this concern has amended the street section in the area of the homes to provide sidewalk on one side in addition to the 24 feet of pavement. See the attached drawing of Street Section. With parking on the side opposite the sidewalk the clear driving lane would be 17 to 18 feet plus the 5-foot flush sidewalk width if needed for emergency vehicle access. Further the applicant is willing to lengthen the driveways adjacent to sidewalks to 24 feet. City of Lynden Project Manual for Engineering Design and Development Standards allows private streets within a PRD with 30 foot ROW and 10 foot driving lanes.***

13. Street Design – Hydrant Access: If a 24 foot wide roadway is approved in any section of the development, it is important to note that it must be expanded to a minimum of 26 feet in width for a minimum distance of 20 feet at the hydrant location. Specifically, for 10 feet on each side of the hydrant. No parking is permitted adjacent to fire hydrants. This restriction must be adequately signed and/or painted on the pavement. ***Final engineering and construction drawings will include the required 26 feet of width at all fire hydrant locations.***

14. Area Break-down: Whatcom County and the City of Lynden have been mandated to participate in an annual report provided to the State which tracks achieved housing density. In an effort to track accurate data for this program all plats and lot line adjustments will be required to provide supporting data. Please provide on the face of the drawing a table which breaks down the total area of the plat drawing after the lot line adjustment into the categories shown below. Note that in some instances the area may be zero and that “other infrastructure” could refer to area used for sewer pump station, stormwater ponds, etc.

	Plat Area (in sq ft)
Gross plat area	
Reserve tracts	
Critical areas (including buffers)	
Right of ways (ROWs)	
Other infrastructure	
Net developable	
Percent ROW and Infrastructure	%

Applicant has provided a Land Use Calculation sheet with this information included.

15. Utility Easements: Per 18.14.075, of the LMC requires 5-foot utility easements around the interior property line of all residential lots. If a deviation to this requirement is requested, it must be included in the future development agreement. **The 5-foot easements will be included on every lot.**
16. Street Trees: Be advised, per Sec. 18.14.120, the developer will be required to provide street trees within the dedicated public utility easement adjacent to the street. Without blocking view triangles, there shall be a minimum of one tree per lot with a maximum of fifty feet between trees. Maintenance of street trees shall be the responsibility of the adjoining property owner or, if indicated in the CC&Rs, the homeowners association. Please address in CC&R's. **Street trees are indicated on the submitted Landscape Plan. Maintenance responsibility of the trees will be added to the CC&Rs.**

- 17. Homeowners Association Required: Be advised, per LMC 19.29.130 the MPRD shall have a homeowner’s association and enforceable covenant to fund and effectively collect fund for such and organization. Associated agreements and covenants shall apply to all the property with the PRD, shall be recorded and shall run with land. Within one year of preliminary approval the final development contract and the community’s covenants, conditions and restrictions (CC&R’s) must be presented to the Planning Commission for review and City council for approval. CC&R’s must include a management plan for common open space, trails, alleys, mitigated areas, and conservations easements if utilized. **Draft HOA formation documents and CC&Rs have been submitted and revised to include any items required in the Preliminary Plat approval.**

- 18. Document Organization: The draft CC&Rs and the Articles of Incorporation make reference to exhibits that don’t always correspond with the documents provided. Please revise as need to ensure consistency. As submitted it appears the exhibits may include:
 - Exhibit A – Legal Description
 - Exhibit B – Bylaws
 - Exhibit C – Budget
 - Exhibit D – Use & Design Guidelines
 - Exhibit E – Fence Plan**See the attached documents with the appropriate Exhibit titles.**

Public Works

- 19. Public Improvements: Be advised, all public improvements must be constructed to the current standards as noted in the City of Lynden Manual for Engineering Design and Development Standards or an equivalent approved through the Planned Residential Development process. A Development Agreement and Agreement to construct will be required prior to any construction. This will require Council approval. **I don’t understand this timing. If we receive Council approval of the Preliminary Plat and related requirements should the Final Development Agreement not be part of the Final Plat approval by Council or be part of the Preliminary Plat approval?**

- 20. Plat/Interior Street Improvements: If the applicant proposes an alternate frontage improvement plan different than City standard for approval it must provide adequate turn-around within public right-of-way and address the needs of the proposed development (ex. parking, life safety, delivery, waste collection etc.) Any proposed alley shall be private with a minimum clear width of 24-feet. The City’s PRD code standard is a street width of 30 feet curb-to-curb with sidewalks

on both sides. Staff is concerned that proposed street layout indicates access will be limited to one access during flood events. Please respond. **The internal street layout is looped and allows for proper circulation. The floodplain impact on the second access is the top 2 to 3 feet of the 100-year flood event. Obviously an extremely rare event and hardly a legitimate concern for safety. City of Lynden Project Manual for Engineering Design and Development Standards allows private streets within a PRD with 30 foot ROW and 10 foot driving lanes. The project also includes a turnaround at the far westerly end of the plat.**

- 21. Off-site Street Improvements: Proponents traffic study must address all phases/impacts of the proposed project. Traffic study must meet requirements of City standards. Additional right-of-way may be needed to address west bound right turn movements. 10 feet of right-of-way shall be dedicated to the City along the full frontage of Northwood Road. A 10-foot utility easement behind the right-of-way shall be dedicated. Northwood frontage improvements are required to the extent they provide for safe ingress and egress from the project. This will also include street lighting and pedestrian connections (see pedestrian connection comment above). **A traffic study has been submitted addressing all the impacts from the project. Applicant agrees to provide additional ROW for Northwood Road to make the ROW 30 feet from centerline to the plat. Ingress and Egress design will be provided for approval with the construction drawings.**

22. Stormwater

- a. 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. This must also address any impacts from seasonal high groundwater and flooding. Prior to site plan and/or preliminary plat approval, a Stormwater Site Plan Narrative per the City’s Manual for Engineering Design and Development Standards. addressing all Stormwater minimum requirements shall be submitted. An erosion control plan must be included in the drainage plan and construction plans as necessary. **A stormwater narrative from Freeland and Associates Engineering and soils study by Geo Engineers have been submitted. Engineered drawings for stormwater management and erosion control will be submitted with the construction drawings.**
- b. 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. **All stormwater plans will be designed to comply with all Department of Ecology standards.**

- c. Stormwater from public streets may be infiltrated within the dedicated right-of-way, or within a separate dedicated tract, if approved/accepted by the City, but may not be within the street prism. Infiltration areas and street trees should have adequate separation to insure the proper functioning of the drainage system and survival of the tree. **Applicant acknowledges this requirement but would note that the intent is to use pervious pavements that do effectively infiltrate stormwater within the ROW.**
- d. A Construction National Pollutant Discharge Elimination System (NPDES) permit may be needed. **Will be obtained if project requires based on DOE standards.**
- e. Proposed lot sizes may make it difficult for any form of onsite facilities to be installed on the lots. **A soils study has been submitted and indicates the infiltration rates that would accommodate onsite infiltration for all lots.**

23. Water

- a. As per 6.2 (M) of the City of Lynden Project Manual for Engineering Design and Development Standards. **Agreed.**
- b. As per LMC 18.14.150, the main water line shall be extended to the furthest extent of all properties of this PRD unless it is determined that services, including life-safety are adequately provided elsewhere. **Applicant requests that the water main on Northwood Road end at the project entrance. Extending it beyond that point leaves a dead end pipe with no purpose and no possibility of future extension with all land to the south in the floodplain, zoned AG and not part of the City UGA.**
- c. A 20-foot utility easement is required if only water is located within it. If two public utilities are in an easement the minimum width is 30 feet equally spaced. **Agreed.**
- d. Each house and/or unit within this plat must be individually metered. Water meters must be located within the City right-of-way or unit / access easement. **Agreed.**

- e. Due to proximity of the Nooksack Floodplain water services shall have backflow prevention to protect the City system. **Applicant does not agree with this requirement unless water service is located in the floodplain.**
- f. Twelve (12) inch water shall be extended from the current deadend location on Kamm Road east to Northwood and then south on North to the edge of the plat. Water line looping may be necessary to meet fire flow requirements (1500 gpm) **Agreed.**

24. Sanitary Sewer

- a. Sanitary sewer and water system design and construction must meet the requirements of the City of Lynden Engineering Design and Development Standards. **Agreed.**
- b. The sewer line must be extended to the furthest extend of all properties per City development standards of the proposed development unless it is determined that services are adequately provided elsewhere. **Agreed.**
- c. A sewer easement of 20 feet is required for all public systems. If more than one public utility is within the easement the easement shall be 30 feet. **Agreed.**
- d. The existing sewer easement shall not be impacted. Any changes to the current sewer access road shall provide an equal or greater access. **Agreed.**
- e. Proposal has more units that was anticipated per sewer comprehensive plan and will need to be reviewed for impacts that may require offsite improvements. **Not sure about where this issue supported. Will review when that is provided.**

Fire and Life Safety

- 25. Minimum Street Width: The private roadway must be expanded to a minimum of 26 feet in width for a minimum distance of 20 feet at the hydrant location. Specifically, for 10 feet on each side of the hydrant. **Agreed.**
- 26. Hydrant Requirements: The installation of fire hydrants will be required. Code requires that fire hydrants be installed at intervals not to exceed 500-feet in single family areas and 300-feet in multi-family areas. The final hydrant location will be determined upon review of civil plans and must be approved by the Fire Department. **Agreed.**

27. Street Addressing: Addresses that cannot be seen from the city street must be posted at both the access easement and on the house. **Agreed.**
28. Fire Code: Future Development will require full compliance with the Fire Code. **Agreed.**
29. Fire Impact Fees: Be advised, half of fire impact fees will be due at the time of final development approval (subdivision and half of the fire impact fee will be due at the time of building permit. The current rate of this fee is \$389.00 per multi-family unit and \$517.00 per single family home. **Agreed.**

Parks and Recreation

30. Trail Dedication: Be advised, dedication of a public trail easement or the granting of public access on trails through an associated restrictive covenant will be required as a condition of the final Master Planned Residential Development approval. **Agreed.**
31. Park Impact Fees: Be advised, park impact fees will be due at the time of permit. The current rate of this fee is \$546.00 per multi-family unit and \$936.00 for single family home. **Agreed.**

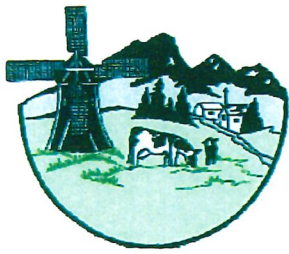
Advisory Requirements

32. Civil Drawings: The construction drawings for any civil and utility improvements must be submitted for review and approval prior to construction. These drawing must illustrate that the utility improvements and extensions meet the standards listed within the Project Manual for Engineering Design and Development Standards, unless they have been specifically varied by the approval of the plat. It is the project engineer's responsibility to be aware of these standards. **Agreed.**
33. Civil Review Deposit Required: Be advised, a review deposit of \$200 per lot, \$2,000 minimum, to review the construction plans and a plat / PRD construction inspection deposit of \$350 per lot, \$5,000 minimum, is due prior to review and construction respectively. **Agreed.**
34. Bonding Requirements: A post construction maintenance bond in the amount of 10% of the construction costs for public facilities will be required prior to final plat approval. A Performance Bond is required for all work within City right of way. This bond shall be for 150 % of the approved engineer's estimate for the work. **Agreed.**

- 35. Surveying: All surveying work and engineering design must be based on the City of Lynden survey control monuments. AutoCAD files for all improvements must be provided to the City in digital format approved by the City. A copy of the City's control monuments is available to the project consultant for their use. **Agreed.**

- 36. Expiration of Preliminary Approval: Petitioner shall record the final subdivision, PRD and Development Agreement with the County in conformance with LMC 18.06.010.2, 18.06.020 and 18.06.030 within five (5) years of the date this preliminary approval becomes final, after which City approval of this application shall become void; provided that, this one year deadline may be extended for up to one (1) additional year upon application to and approval by the City Council. **Agreed.**

- 37. Property Addressing: Be advised, all street addressing must follow the requirements of the Lynden Municipal Code. Addresses will be assigned by the Public Works Department prior to final PRD approval. **Agreed.**



City of Lynden

Planned Residential Development Application

General Information:

Property Owner

Name: Kamm Creek Investments LLC
Address: 125 Rosemary Way Lynden, WA 98264
Telephone Number: 360 319 8357 Fax Number: _____
E-mail Address: boblibolt@gmail.com

Applicant (Agent, Land Surveyor or Engineer)

Name: Robert Libolt
Address: 125 Rosemary Way Lynden WA 98264
Telephone Number: 360 319 8357 Fax Number: _____
E-mail Address: boblibolt@gmail.com

Who is the primary contact for this project? This person will receive all official correspondence for the project. Property owner Applicant

Property Information:

Project Location (street address / block range): Township 40N Range 3E Section 15
Legal Description (attach if necessary): _____

Description of Property:

Total Acreage: 20 acres Zoning Classification: RS-100
Total Number of Units: 30
Designated Open Space (square footage/ acreage) _____

Attach master plan narrative

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

SUBMITTED BY: Robert Libolt DATE: 6/10/2020

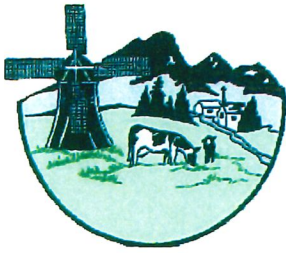
PROPERTY OWNER SIGNATURE: Paul Libolt DATE: 6/10/2020

PROPERTY OWNER PRINTED NAME: Robert Libolt DATE: 6/10/2020

PRE-APPLICATION MEETING DATE: _____ HEARING DATE: _____

(APPLICATIONS WILL NOT BE ACCEPTED WITHOUT A PRE-APPLICATION MEETING)

FEE'S (PLANNED RESIDENTIAL DEVELOPMENT (\$600.00 + \$100.00 PER LOT) DATE PAID: _____ RECEIPT # _____



City of Lynden

Critical Areas Checklist

SECTION: 15 TOWNSHIP: 40N RANGE: 3E PARCEL NUMBER: _____

Site Address: _____

Proposed Uses: residential

Please answer the following questions concerning Critical Area indicators *located on or within 200-feet of the project area:*

- a. Are you aware of any environmental documentation that has been prepared related to critical areas that includes the subject area? (If yes, please attach a list of document titles).
 Yes No Unknown
- b. Are there any surface waters (including year-round and seasonal streams, lakes, ponds, swamps)?
 Yes No Unknown
- c. Is there vegetation that is associated with wetlands?
 Yes No Unknown
- d. Have any wetlands been identified?
 Yes No Unknown
- e. Are there areas where the ground is consistently inundated or saturated with water?
 Yes No Unknown
- f. Are there any State or Federally listed sensitive, endangered, or threatened species and habitats?
 Yes No Unknown
- g. Are there slopes of 15% or greater?
 Yes No Unknown
- h. Is the project located within a Flood Hazard Zone?
 Yes No Unknown
- i. Do you know of any landslide hazard areas?
 Yes No Unknown

I grant permission to the field inspector to enter the building site to determine the presence or absence of critical areas.

I understand that if the information on this form is later determined to be incorrect, the project or activity may be subject to conditions or denial as necessary to meet the requirements of Chapter 16.16 of the Lynden Critical Areas Ordinance.

Matt Holt

Applicant's Signature

_____ Date

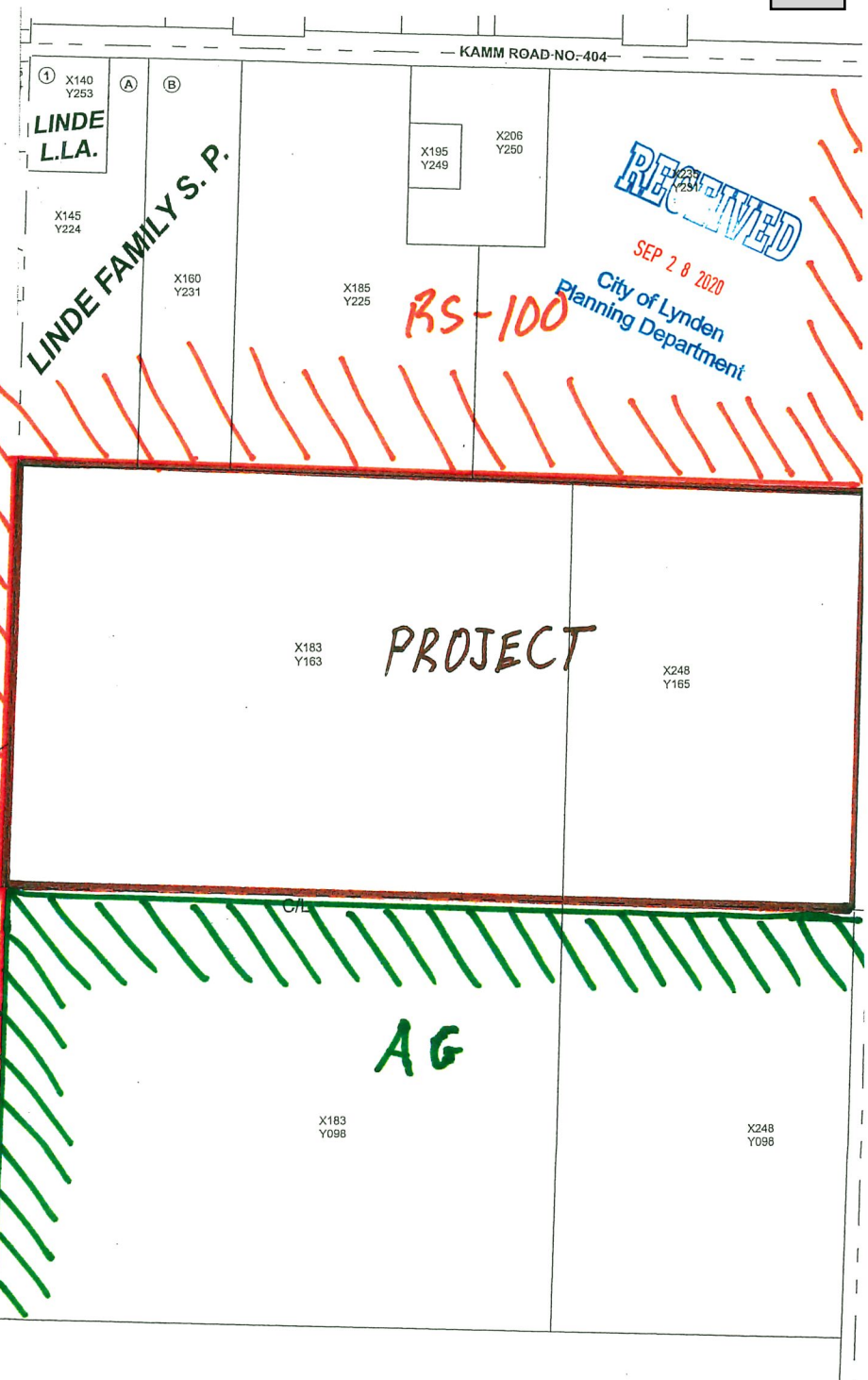
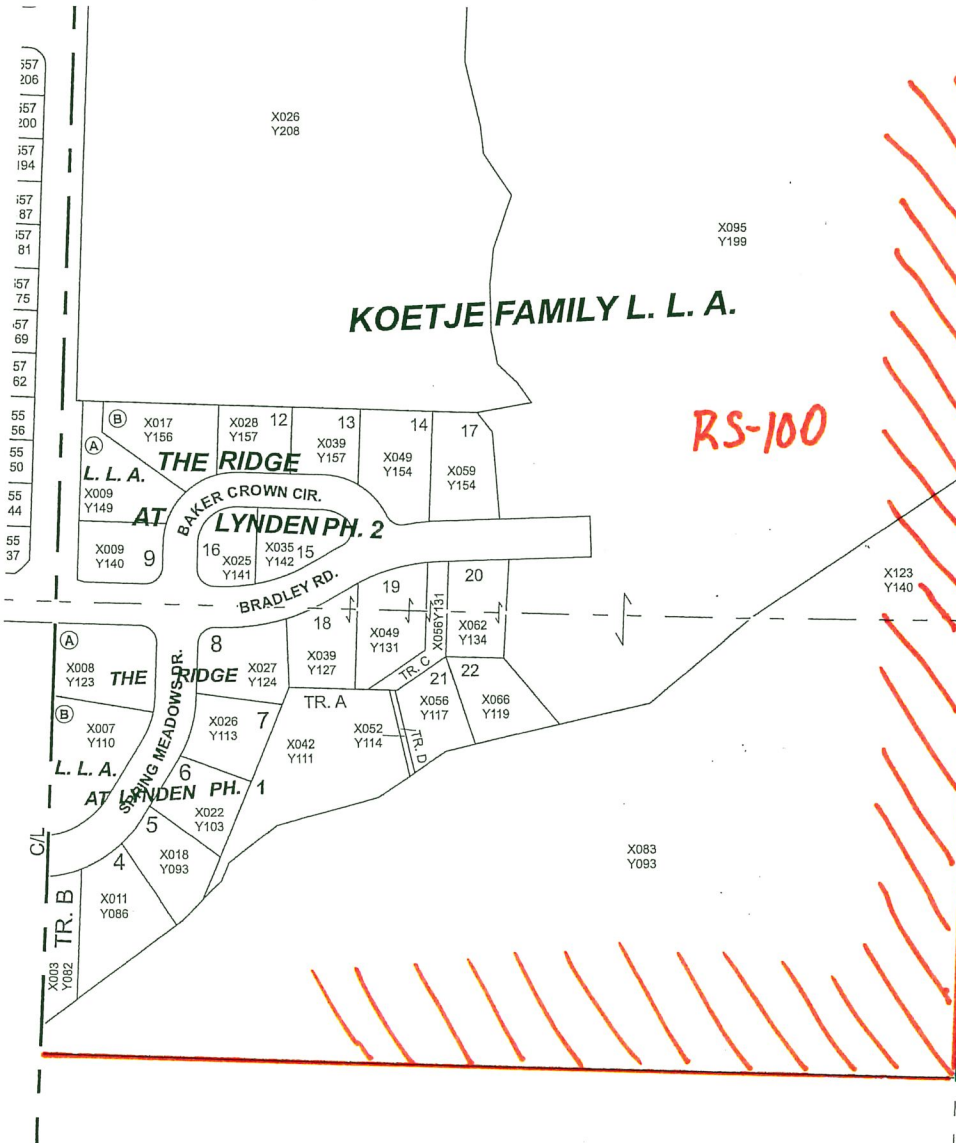
KAMM CREEK PLANNED RESIDENTIAL DEVELOPMENT

PROJECT NARRATIVE

Kamm Creek MPRD (“Project”) is a Master Planned Residential Development of a 20-acre property in the southeast area of the City of Lynden. The Project is a 40-lot residential subdivision of a unique property that includes areas within the 100-year flood-plain and two regulated streams. These undevelopable areas create a highly desirable open space abutting nearly all the lots. The 5.2 acres within the flood plain leaves a 14.8 acres area for the development which under the RS100 zoning allows up to 59 lots. However substantial critical areas and related buffers create the need to cluster the lots within the remaining buildable areas of the Project leaving extensive undeveloped areas. This open space makes this great place to implement the MPRD method of development under the City of Lynden subdivision code. The Project will also implement as much as possible Low Impact Development design and methods. This will include pervious paving and required use of solar power.

The goal is to develop a highly desirable, pedestrian friendly, neighborhood that offers a variety of lot sizes allowing construction of homes of different sizes and prices. A paved trail connecting both clusters of homes will provide opportunity for the residents to exercise and socialize. The private streets are designed to enhance the rural character of the project and help minimize the unavoidable impacts to critical areas. Streetscape will be designed to calm vehicular traffic while inviting pedestrian activity. A pedestrian loop of over one-half mile including the trail and private streets will be an important part in encouraging neighbors to experience a sense of community and to enjoy the natural beauty of this special setting.

Kamm Creek Planned Residential Development ZONING MAP



RECEIVED

SEP 28 2020
City of Lynden
Planning Department

Kamm Creek PRD

Development Schedule

Preliminary Plat (PRD) Approval	10/08/2020
Infrastructure Construction	4/01/2020 – 6/30/2021
Final Plat Approval	7/31/2021
All Open Space Dedicated	7/31/2021
Home Construction	8/10/2021 – 12/31/2022

Kamm Creek Planned Residential Development

Land Use Calculations



Land Use Breakdown

	Square Feet	Acres	% of Total
Property Gross Area	841,750	19.32	100.00%
Reserve Tracts	0	0	0.00%
Critical Areas (including buffers)	315,454	7.24	37.48%
Flood Plain (not included in Critical Areas or buffers)	119,456	2.74	14.19%
Net Developable Area	406,840	9.34	48.33%
Right of Ways (ROWs)	86,750	1.99	10.31%
Other Infrastructure (trails)	14,208	0.33	1.69%

Density Calculation

	Square Feet	Acres
Property Gross Area	841,750	19.32
Flood Plain (located in Critical Areas or buffers)	84,070	1.93
Flood Plain (not located in Critical Areas or buffers)	119,456	2.74
Flood Plain Total	203,526	4.67
Net Density Area	638,224	14.65
RS-100 Density Factor per Acre		4
Allowable Total Residential Units		58

Open Space Calculation

	Square Feet	Acres	% of Total
Property Gross Area	841,750	19.32	100.00%
Critical Areas (including buffers)	315,454	7.24	37.48%
Open Space (in Flood Plain)	119,456	2.74	14.19%
Other Open Space	103,680	2.38	12.32%
Net Lot Area	303,160	6.96	36.02%

19.29.110 - Criteria for approval.

In addition to the findings of fact required for approval within [Section 17.09.040](#), the following criteria shall be met for approval of a PRD or MPRD.

A. Design Criteria: The design of the PRD or MPRD shall achieve two or more of the following results:

- 1. High quality architectural design, placement, relationship or orientation of the structures;

The Project is located on a site that has two elevated knolls where homes can be constructed in clusters above the flood plain and allowing strategic buffer areas to the critical areas. The homesites are carefully oriented to benefit from the views of the valley and farmlands and to enjoy the spaciousness afforded by these open space areas. Nearly every lot abuts an open space area.

- 2. Achieving the allowable density for the subject property;

While the RS100 zoning would allow up to 4 units per acre it is more typical to get a yield of about 3 units per acre when using a standard subdivision with a minimum 10,000 square foot lots and full 60-foot rights of way. Based on the 14.77 acres net of the flood plain the maximum allowable would be 59 units but typical subdivision in RS100 would yield 45 lots. The proposed 40 lots is a density somewhat less than that allowing under the current zoning but a reasonable yield for a property with this amount of critical area impacts.

- 3. Providing housing types that effectively serve the affordable housing needs of the community;

The project includes 15 lots that are somewhat smaller and will provide opportunity for new homes at the lower end of the Lynden real estate market.

- 4. Improving circulation patterns;

The project is isolated from all directions by wetlands except to the east. And being at the edge of the City limits and rural flood-plain there is no opportunity for a regional improved vehicular circulation.

- 5. Minimizing the use of impervious surfacing materials;

The proposed smaller paved private lanes substantially reduce the impervious surface area.

- 6. Increasing open space or recreational facilities on-site;

The project protects and improves a substantial open space area in the avoidance of the flood-plain and establishment of critical area buffers that are currently being farmed. The proposed trail will offer a pleasant option for the residents to exercise and socialize.

7. Preserving, enhancing or rehabilitating the natural features of the property such as significant woodlands, or critical areas;

The two streams are being preserved with substantial buffers and enhanced buffer planting. A large wooded wetland area in the northwest corner of the property will be also be preserved.

B. Perimeter Design. The perimeter of a PRD or MPRD shall be appropriate in design, character and appearance with the existing or intended character of the development adjacent to the subject property and with the physical characteristics of the property.

The project has minimal development on the perimeter with most of it left as open space. The easterly portion of the north perimeter, being the only location entirely above the flood plain, will provide the primary access to the west portion of the project. The westerly portion of the north perimeter will be mostly set aside as buffer and critical area preservation. The easterly perimeter fronting Northwood Road will have both access points and two lots fronting the road with the rest left as open space area. The south perimeter except for three lots will be mostly open space with a community trail. The west perimeter of the project will be left undisturbed as a natural stream corridor

C. Streets and Sidewalks. Existing and proposed streets and sidewalks within a PRD or MPRD shall be suitable to carry the anticipated traffic within the proposed development and the vicinity. The design of the circulation system shall be consistent with the requirements of [Chapter 18.14 LMC](#).

The proposal provides a redundant access with two entry streets, one entirely above the 100-year flood plain and the other having a portion slightly within the flood plain. The streets will be private to minimize the width and unavoidable impacts to the critical areas. The rural character of the project is enhanced by minimizing the pavement, using soft edges and providing a trail for pedestrian use instead of sidewalks. A Traffic Study by Gibson Traffic Consultants demonstrates the proposed street improvements and existing area streets are adequate and will serve the project well.

19.29.060 - Minimum development standards for PRD or MPRD.

While development under a PRD or MPRD provides measures for flexibility and creativity in the development of new home sites, there are certain minimum standards that must be met to protect Lynden's character, aesthetic values and health and safety. Additional conditions or requirements more stringent than these minimum standards may be imposed as a condition of approval. The following are minimum standards applicable to all PRD and MPRD proposals; provided that, said minimum standards may be reduced for an MPRD subject to subsection J herein:

A. **Density:** The density shall be the same as the density for the underlying zone; except where the application qualifies for a density bonus under [Section 19.29.070](#). The area included in a floodplain or floodway identified by FEMA shall not be included in the gross land area for the calculation of density. The base density for projects that include land in two or more zoning designations shall be calculated for the land area in each zone and added together for the total number of units.

The Project proposed 40 homes is a density below that allowed in the underlying zoning RS100. The 20-acre property has 14.77 acres above the floodplain which would allow up to 59 units.

B. **Height:** Maximum height of structures when the underlying zoning is a single family or mixed density zone is thirty-five feet. The maximum height of structures when the underlying zone is a multi-family zone is forty-five feet. Building height may be extended above these limits under a master planned residential development when approved in the master plan. Considerations for approval of extension of the height limit include the size of the parcel, the character of the surrounding parcel(s) and neighborhood, protection of view corridors and the existence of adequate infrastructure to supply necessary services.

No structures will be allowed over 32 feet in height.

C. **Parking requirements:** Two parking stalls are required for each residential unit. Each twelve feet x twenty-five feet space, whether inside or outside the garage shall count as a parking stall. These are the minimum requirements and additional parking may be required as a condition of approval.

Each home will have a 2 or 3 car garage and two parking spaces in the driveway in front of the garage.

D. **Building setbacks:** All PRD's and MPRD's are subject to the following minimum setbacks:

1. 15-feet between the front of the house and the front property line;

No modification proposed.

2. 25-feet between garage doors and the front property line;

The Project proposes a minimum garage door setback of 20 feet. This modification is consistent with Section J factors 3 & 4 by reducing the depth of the lots minimizing encroachment into buffers and flood plain. Also without a sidewalk behind the parked vehicle the risk of parking across the sidewalk is not applicable.

3. A setback of twenty-five feet around the perimeter of the development;

The Project is a unique site that has large perimeter setbacks in most areas mandated by critical areas and buffers as well as the 100-year floodplain. A reduced perimeter setback of 10 feet is requested for Lot 11 along Northwood Road and Lot 27 adjacent to the undevelopable floodplain areas to the south. This modification is consistent with Section J factors 2. and 3 by maintaining a reasonable density goal while protecting the critical areas by clustering the homes in the areas that will not impact the critical areas and limit the need for excessive buffer reduction.

4. There is no minimum building separation, except as provided by the International Building and Fire Codes, but such separation may be required as a condition of approval.
No modification proposed.

5. Other setbacks may be required as a condition of approval.

For purposes of this section, where the "front property line" borders on a public right-of-way, said "front property line" shall be the edge of the public right-of-way.

No modification proposed.

E. Street widths: Arterial or collector streets or streets shown within the transportation plan must be constructed to full city standards. Within a PRD or MPRD, a reduced street section for a residential access street that is not included in the transportation plan may be permitted as follows

1. Thirty feet from face of curb to face of curb, allowing two driving lanes and room for on-street parking.
2. A minimum five-foot sidewalk fronting all residences with a four-foot buffer or planting strip between the curb and sidewalk.
3. Rolled curbs are not allowed.

All proposed streets within the Project are private with a 30-foot wide easement and 24 feet of paved surface. See the attached Private Street Cross Section drawing. This modification is consistent with Section J factors 1. 2. and 3. The main access from Northwood Road along the northeastern part of the property is the only location allowing access above the flood-plain but it requires filling of some wetland area. This reduced width is necessary to minimize this impact. The unique rural character of the site makes the less formal lanes more appropriate.

F. Pedestrian Connectivity: In addition to sidewalks fronting residential lots, there must be logical pedestrian connections throughout the project including trails within or adjacent to open space areas.

The project includes a trail as shown on the plat map connecting east and west ends of the Project. The applicant encourages the City to expand the East Lynden trail plan to require future development to include connection to this trail system to the west to the east end of Bradley Road. This would provide a strategic pedestrian link from the project for school children. Sidewalks are not included in the Project to minimize the street corridor. This is consistent with Section J factors 1. 2. and 3. allowing less impact on wetlands and buffers and to be consistent with the rural character of the site. The buildable portions of the site have a critical width and a wider street corridor pushes the homes more in the flood plain or the critical area buffers.

G. Maximum lot coverage: There is no maximum lot coverage established by this overlay zone; provided that, a maximum lot coverage limitation may be imposed as a condition of approval based on consideration of the size of the parcel, the character of the surrounding parcel(s) and neighborhood, protection of view corridors and the existence of adequate infrastructure to supply necessary services.

Lot coverages are expected to be less than 40%

H. Unit Distribution: When a PRD or MPRD is used in a single family zone for development of single family residences, at least twenty-five percent of the dwelling units must be detached single family units.

All lots in the Project are single family detached.

I. Minimum lot size: For detached single family residences within a PRD or MPRD, the minimum lot size shall be no less than five thousand square feet; provided that, smaller lots or detached condominiums may be approved under a MPRD subject to consideration of the factors identified in subsection J herein.

All lots in the Project are 5200 square feet or larger. The average size is 7,573 square feet.

J. Where the applicant seeks to depart from the above minimum standards in the MPRD process, the planning commission and council shall consider the following factors and the council may in its sole discretion approve departure from one or more of said minimum standards upon finding that the MPRD proposal clearly satisfies one or more of these factors:

1. The modification of minimum standards protects or improves the character of the surrounding neighborhood in terms of architectural scale, view corridors, the aesthetic character or provision of services;
2. The modification of minimum development standards protects critical areas and the environmental quality of the parcel(s) to be developed;
3. The modification of minimum standards is necessary to permit reasonable development as a result of unique characteristics of the property or the proposed uses;
4. The modification of building height (subject to [Section 19.29.060\(2\)](#)) or building setbacks where reasonably necessary due to arrangement of buildings and open spaces as they relate to various uses within or adjacent to the planned development; provided that any such modification shall be consistent with subsection A herein;
5. The modification of minimum standards is adequately mitigated by reasonably related public improvements proposed in connection with the planned development.

KAMM CREEK PRD

PORTION OF THE NE 1/4, SW 1/4, SECTION 15,
TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.
WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON

LAND DESCRIPTION:
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO: THIS CONVEYANCE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, AFFECTING TITLE, WHICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY.

DECLARATION:
KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED DO HEREBY DECLARE THIS PRD IS MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY WISHES AND DO HEREBY GRANT, RESERVE AND AMEND ANY EASEMENTS SHOWN HEREON FOR THE USES INDICATED HEREON.

ROBERT D. LIBOLT, AUTHORIZED MEMBER
KAMM CREEK INVESTMENTS, LLC.
ACKNOWLEDGMENT:
STATE OF WASHINGTON)
COUNTY OF WHATCOM)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ROBERT D. LIBOLT IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS AUTHORIZED MEMBER OF NORTH PRAIRIE LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

THIS ____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.

RESIDING AT _____ WASHINGTON. MY COMMISSION EXPIRES _____

SURVEYOR'S NOTES:

- * DENOTES 5/8 INCH REBAR WITH PLASTIC CAP MARKED "CPS PLS 53687" SET BY THIS SURVEY IN XXXX OF 2020.
- * DENOTES 5/8 INCH REBAR WITH PLASTIC CAP MARKED "XXXXXXXX" OR OTHERWISE NOTED FOUND BY THIS SURVEY IN XXXX OF 2020.
- * DENOTES BRASS DISC IN CONCRETE FOUND BY THIS SURVEY IN XXXX OF 2019 AND HELD FOR STREET INTERSECTION MONUMENTS.
- * DENOTES HUB AND LATH SET ON PROPERTY LINE BY THIS SURVEY IN XXXX OF 2020.
- * DENOTES CALCULATED POINT ONLY.
- THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRAVERSE USING A GEOMAX ZOOM 90 TOTAL STATION WITH A CARLSON SURVEYOR 2 DATA COLLECTOR/FIELD COMPUTER IN XXXXX OF 2020.
- THIS SURVEY WAS PERFORMED USING A LEICA RX1250T GPS SYSTEM IN XXXX OF 2020.
- THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE TAX PARCEL No. 4003151831630000 AND 4003152481650000. COMPASS POINT SURVEY, LLC ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE.
- THIS SURVEY TIED INTO SECTION MONUMENTATION AS SHOWN, THE BASIS OF BEARINGS FOR THIS SURVEY IS XXXXXXXXXXXX FILED UNDER A.F. NO. XXXXXXXXXXXX, THIS SURVEY RELIED UPON SAID SURVEY FOR SECTION SUBDIVISION.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS THAT A CURRENT TITLE REPORT MIGHT REVEAL.

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON AN ACTUAL SURVEY MADE IN COMPLIANCE WITH STATE LAWS.

DATE _____
DAVID G. LEIGHTON, CERTIFICATE NO. 53687
COMPASS POINT SURVEY, LLC, 523 FRONT STREET, LYNDEN, WA 98254



AUDITOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF COMPASS POINT SURVEY, LLC.

THIS ____ DAY OF _____, 2020 AT ____ M, AND THAT IT IS RECORDED

UNDER WHATCOM COUNTY AUDITOR'S FILE No. _____ RECORDS OF WHATCOM COUNTY, WASHINGTON.

COUNTY AUDITOR _____ BY DEPUTY _____

PUBLIC WORKS DEPARTMENT APPROVAL:
EXAMINED AND APPROVED BY THE LYNDEN PUBLIC WORKS DEPARTMENT AS TO THE LAYOUT OF ROADS AND RIGHTS-OF-WAY AND ACCEPTANCE OF THE DEDICATION AND/OR EASEMENTS ON BEHALF OF THE CITY OF LYNDEN IN ACCORDANCE WITH THE CITY OF LYNDEN DEVELOPMENT STANDARDS.

THIS ____ DAY OF _____, 2020.

STEVE BANHAM, P.E., CITY OF LYNDEN PUBLIC WORKS DIRECTOR

CITY PLANNING APPROVAL:
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT FOR CONFORMANCE WITH APPLICABLE STATE STATUTES AND CITY SUBDIVISION AND ZONING ORDINANCES AND HEREBY APPROVE THE SAME.

THIS ____ DAY OF _____, 2020.

HEIDI GUDDÉ, AICP, CITY OF LYNDEN PLANNING DIRECTOR

CITY PLANNING COMMISSION APPROVAL:
EXAMINED AND APPROVED BY THE CITY OF LYNDEN PLANNING COMMISSION.

THIS ____ DAY OF _____, 2020.

CHAIRMAN, CITY OF LYNDEN PLANNING COMMISSION

CITY COUNCIL APPROVAL:
APPROVED BY THE ORDER OF THE CITY OF LYNDEN, WASHINGTON, BY AN ORDER MADE AND ENTERED ON

THIS ____ DAY OF _____, 2020.

SCOTT KORTHUIS, MAYOR, CITY OF LYNDEN ATTEST: CITY CLERK

FINANCE DIRECTOR APPROVAL:
I, ANTHONY BURROWS, FINANCE DIRECTOR OF THE CITY OF LYNDEN, WASHINGTON, DO HEREBY CERTIFY THAT I AM THE OFFICER IN CHARGE OF COLLECTIONS OF SPECIAL ASSESSMENTS LEVIED BY THE CITY OF LYNDEN ON ALL LAND EMBRACED IN THIS PLAT AND THAT ALL CITY ASSESSMENTS FOR WHICH THE PROPERTY EMBRACED IN THIS PLAT MAY BE LIABLE AT THIS DATE AND THAT ALL SPECIAL CITY OF LYNDEN ASSESSMENTS ASSESSED AGAINST THE PROPERTY IN THIS PLAT WHICH UNDER SAID PLAT BECOMES STREETS, ALLEYS AND OTHER PUBLIC PLACES, HAVE BEEN PAID.

ANTHONY BURROWS, CITY OF LYNDEN FINANCE DIRECTOR DATE _____

WHATCOM COUNTY TREASURER'S CERTIFICATE:

I, _____, WHATCOM COUNTY TREASURER, WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT ENTITLED "KAMM CREEK PRD" AND ALL DELINQUENT ASSESSMENTS HAVE BEEN FULLY PAID, SATISFIED OR DISCHARGED AS SHOWN IN THE RECORDS OF MY OFFICE.

DATED THIS ____ DAY OF _____, 2020.

TREASURER, WHATCOM COUNTY, WASHINGTON

MAINTENANCE OF PRIVATE STORMWATER FACILITIES:
THE PROPERTY OWNER(S) OR COMMUNITY ASSOCIATION HAS THE RESPONSIBILITY TO PROPERLY MAINTAIN ALL STORMWATER FACILITIES NOT WITHIN CITY RIGHTS-OF-WAY. THE CITY MAY ACCESS AND INSPECT ALL STORMWATER FACILITIES AND COMMUNITY ASSOCIATION INSPECTION RECORDS. IF THE PROPERTY OWNER(S) OR COMMUNITY ASSOCIATION HAS FAILED TO MAINTAIN THE STORMWATER FACILITIES, THE CITY CAN ISSUE WRITTEN NOTICE SPECIFYING THE REQUIRED ACTIONS. IF THE ACTIONS ARE NOT CORRECTED IN A TIMELY MANNER OR IN THE EVENT OF A PUBLIC HAZARD, THE CITY MAY ENTER THE PROPERTY TO PERFORM THE ACTIONS NEEDED AND BILL THE PROPERTY OWNER(S) OR COMMUNITY ASSOCIATION. ANY ACTION TAKEN BY THE CITY OF LYNDEN SHALL NOT RELIEVE THE PROPERTY OWNER(S) OR COMMUNITY ASSOCIATION FROM ITS RESPONSIBILITY TO MAINTAIN THE STORMWATER FACILITIES.

RIGHT TO FARM DISCLOSURE STATEMENT:
THE SUBJECT PROPERTY IS WITHIN OR NEAR DESIGNATED AGRICULTURE LANDS ON WHICH A VARIETY OF COMMERCIAL ACTIVITIES MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF LIMITED DURATION. YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, INSECTS, FUMES, DUST, SMOKE, THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 24-HOUR PERIOD (INCLUDING AIRCRAFT), THE STORAGE AND APPLICATION OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. THE CITY OF LYNDEN AND WHATCOM COUNTY HAS DETERMINED THAT THE USE OF REAL PROPERTY FOR AGRICULTURAL OPERATIONS IS A HIGH PRIORITY AND FAVORED USE AND WILL NOT CONSIDER TO BE A NUISANCE THOSE INCONVENIENCES OR DISCOMFORTS ARISING FROM FARM OPERATIONS, IF SUCH OPERATIONS ARE CONSISTENT WITH COMMONLY ACCEPTED GOOD MANAGEMENT PRACTICES AND OTHERWISE COMPLY WITH LOCAL, STATE, AND FEDERAL LAWS.

RIGHT TO FARM COVENANT:
THIS PROPERTY IS LOCATED WITHIN ONE-HALF MILE OF AN OPERATING FARM, AGRICULTURE OR RURAL DISTRICT. THE DEVELOPER AND ANY SUBSEQUENT PURCHASER OR SUCCESSORS IN INTEREST OF ALL OF THE LOTS WITHIN THIS SHORT PLAT WILL REFRAIN FROM ANY LEGAL ACTION TO RESTRAIN OR COLLECT DAMAGES FROM OWNERS OR OPERATORS OF SUCH SAID AGRICULTURAL LANDS; FROM THE CITY OF LYNDEN; OR FROM WHATCOM COUNTY, ARISING OUT OF ANY REASONABLE AND LAWFUL FARM OPERATIONS ON SAID AGRICULTURAL LANDS WHICH OCCURS IN THE NORMAL COURSE OF THEIR ESTABLISHED USE. UPON SALE OF EACH LOT, THE SELLER SHALL REQUIRE THAT THE "DISCLOSURE STATEMENT" AS SET FORTH IN CHAPTER 17.23.040 SECTION B, LYNDEN MUNICIPAL CODE BE SIGNED BY THE PURCHASER AND RECORDED IN THE COUNTY AUDITOR'S OFFICE IN CONJUNCTION WITH THE DEED CONVEYING SAID LOT. THIS COVENANT SHALL RUN WITH THE LAND.

- PLAT NOTES AND CONDITIONS:**
- FOR ADDITIONAL PLAT RESTRICTIONS SEE THAT CERTAIN DECLARATION OF COVENANTS, RESTRICTIONS AND ARCHITECTURAL STANDARDS RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. _____
 - ALL LOTS SHALL HAVE ONSITE DOWNSPOUT INFILTRATION PER APPROVED PLAT DRAINAGE PLAN.

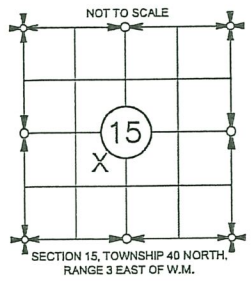
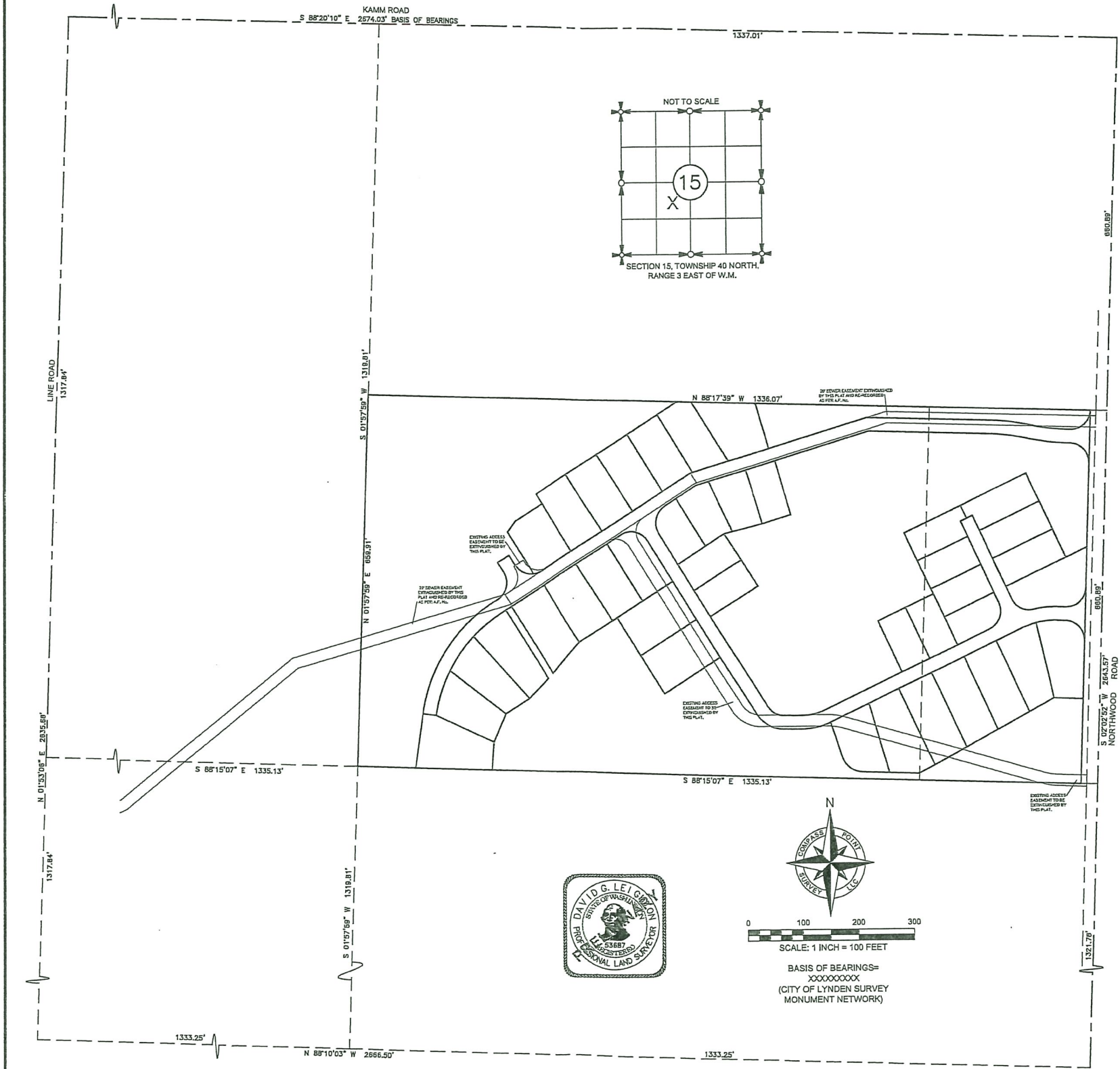
PRIVATE STREET NOTE:

SEE A.F.No. _____ (P.R.D. DEVELOPMENT AGREEMENT) AND A.F.No. _____ (DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS) FOR MAINTENANCE AGREEMENTS FOR PRIVATE STREETS AND UTILITIES IN TRACT A.

SHEET: 1 OF 4	DATE: 04/22/20 06/10/20	BL: V54003-DE CRD: 154003-08SOUTH.CRD	 COMPASS POINT SURVEY, LLC 523 FRONT STREET, LYNDEN, WA 98254 PH: 360-354-9320 FAX: 360-354-9321
DRAWN BY: RL	REVIEWED BY: RL	DRAWING: KAMM CREEK PRD.DWG	

KAMM CREEK PRD

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.



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COMPASS POINT SURVEY, LLC

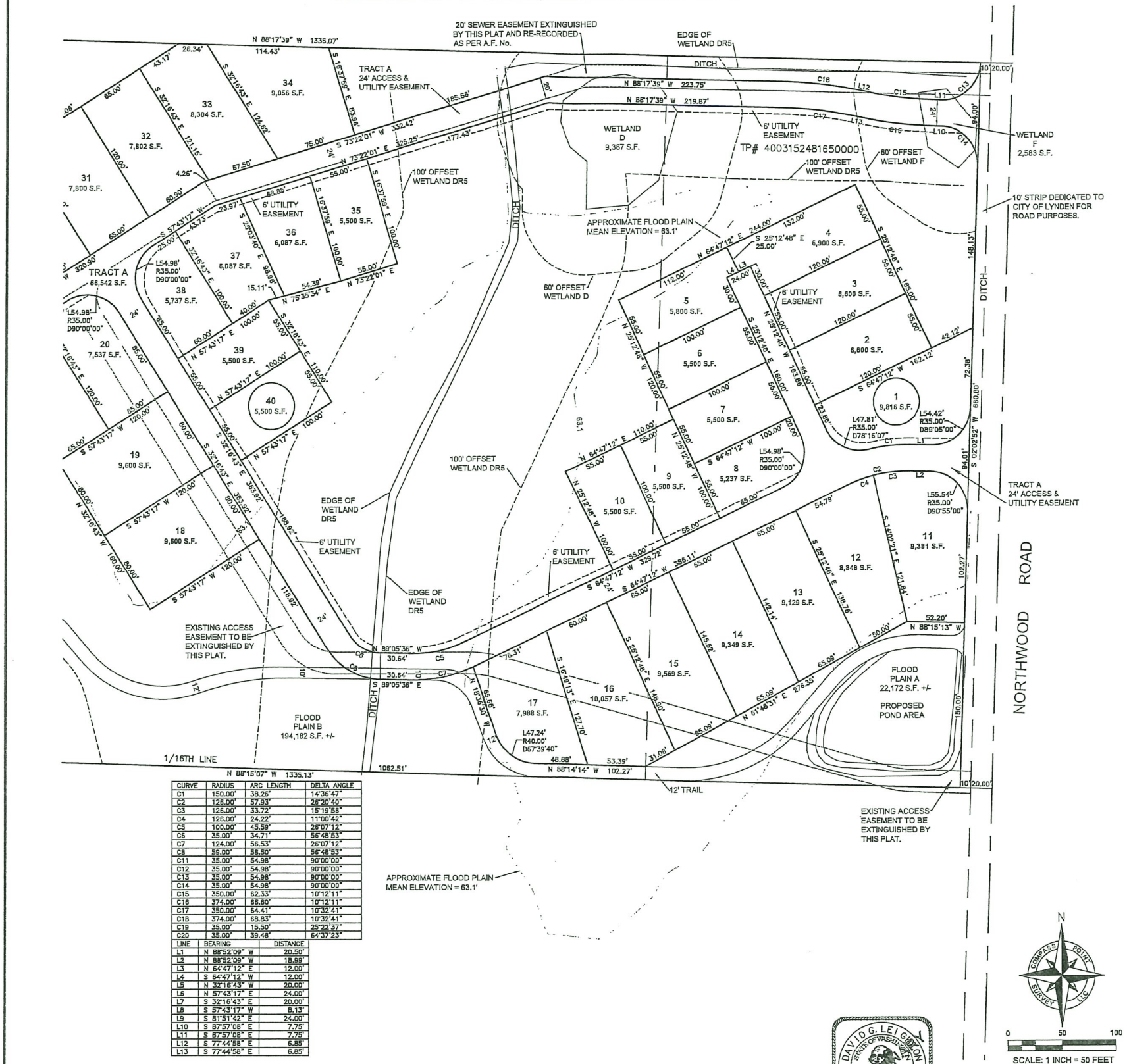
0 100 200 300
SCALE: 1 INCH = 100 FEET

BASIS OF BEARINGS=
XXXXXXXXXX
(CITY OF LYNDEN SURVEY
MONUMENT NETWORK)

SHEET: 2 OF 4	DATE: 04/22/20 05/13/20	PLN: 154003-06 CITY: 64003-06SOUTH.CRD	 COMPASS POINT SURVEY, LLC 503 FRONT STREET, LYNDEN, WA 98264 PH. 360-354-8220 FAX. 360-354-8321
DRAWN BY: RL	REVIEWED BY: DL	DRAWING: KAMM CREEK PRD.DWG	

KAMM CREEK PRD

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	150.00'	38.26'	14°35'47"
C2	128.00'	57.93'	26°20'40"
C3	128.00'	33.72'	15°19'58"
C4	128.00'	24.22'	11°00'42"
C5	100.00'	45.59'	26°07'12"
C6	35.00'	34.71'	58°48'53"
C7	124.00'	56.53'	26°07'12"
C8	59.00'	58.50'	58°48'53"
C11	35.00'	54.98'	90°00'00"
C12	35.00'	54.98'	90°00'00"
C13	35.00'	54.98'	90°00'00"
C14	35.00'	54.98'	90°00'00"
C15	350.00'	52.33'	10°12'11"
C16	374.00'	66.60'	10°12'11"
C17	380.00'	64.41'	10°32'41"
C18	374.00'	68.83'	10°32'41"
C19	35.00'	15.50'	23°23'37"
C20	35.00'	39.48'	64°37'23"


LINE	BEARING	DISTANCE
L1	N 88°52'09" W	20.50'
L2	N 88°52'09" W	18.99'
L3	N 64°47'12" E	12.00'
L4	S 64°47'12" W	12.00'
L5	N 32°16'43" W	20.00'
L6	N 57°43'17" E	24.00'
L7	S 32°16'43" E	20.00'
L8	S 57°43'17" W	8.13'
L9	S 81°51'42" E	24.00'
L10	S 67°57'08" E	7.75'
L11	S 67°57'08" E	7.75'
L12	S 77°44'58" E	6.85'
L13	S 77°44'58" E	6.85'

SHEET: 3 OF 4	DATE: 04/12/20 05/10/20	DL-VIS4003-06 CRD: 454003-DESOUTH.CRD
DRAWN BY: DL	REVIEWED BY: DL	DRAWING: KAMM CREEK PRD.DWG



COMPASS POINT SURVEY, LLC
523 FRONT STREET, LYNDEN, WA 98264
PH: 360-354-0330 FAX: 360-354-9321





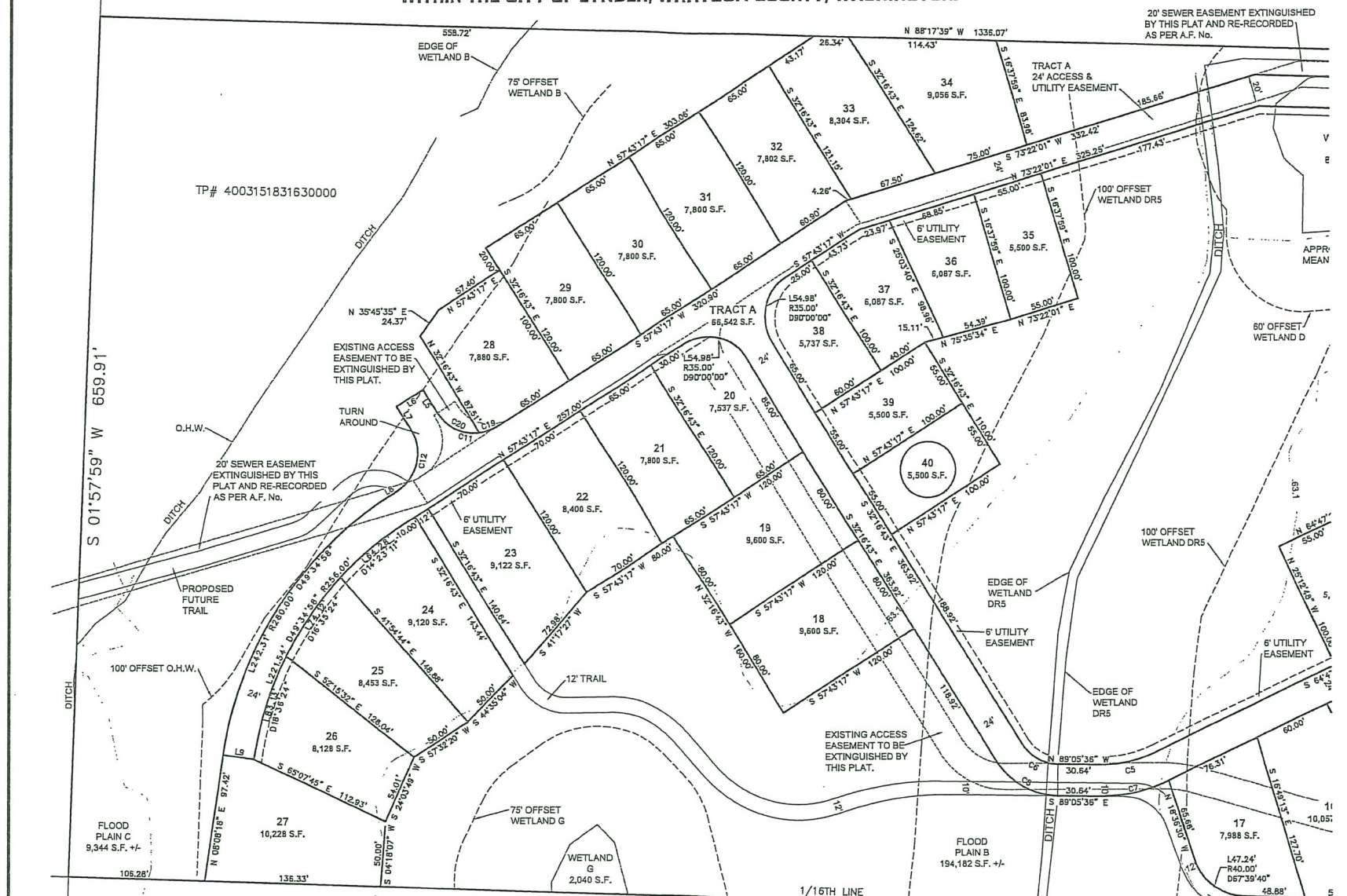
SCALE: 1 INCH = 50 FEET

BASIS OF BEARINGS=

(CITY OF LYNDEN SURVEY MONUMENT NETWORK)

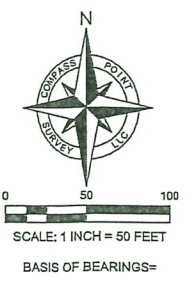
KAMM CREEK PRD

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	150.00'	39.26'	14°35'47"
C2	125.00'	57.83'	26°20'40"
C3	128.00'	33.72'	15°19'58"
C4	128.00'	24.22'	11°00'42"
C5	100.00'	45.59'	26°07'12"
C6	35.00'	34.71'	58°48'53"
C7	124.00'	56.53'	26°07'12"
C8	59.00'	58.50'	58°48'53"
C11	35.00'	54.98'	90°00'00"
C12	35.00'	54.98'	90°00'00"
C13	35.00'	54.98'	90°00'00"
C14	35.00'	54.98'	90°00'00"
C15	350.00'	62.33'	10°12'11"
C16	374.00'	68.80'	10°12'11"
C17	350.00'	64.41'	10°32'41"
C18	374.00'	68.83'	10°32'41"
C19	35.00'	15.50'	25°22'37"
C20	35.00'	39.48'	64°37'23"

LINE	BEARING	DISTANCE
L1	N 88°52'09" W	20.50'
L2	N 88°52'09" W	18.99'
L3	N 84°47'12" E	12.00'
L4	S 84°47'12" W	12.00'
L5	N 32°16'43" W	20.00'
L6	N 57°43'17" E	24.00'
L7	S 32°16'43" E	20.00'
L8	S 57°43'17" W	8.13'
L9	S 81°51'42" E	24.00'
L10	S 87°57'08" E	7.75'
L11	S 87°57'08" E	7.75'
L12	S 77°44'58" E	6.85'
L13	S 77°44'58" E	6.85'



(CITY OF LYNDEN SURVEY MONUMENT NETWORK)

SHEET: 4 OF 4	DATE: 04/19/20 06/10/20	PLANS: 154003-06 154003-06SOUTH.CRD	 COMPASS POINT SURVEY, LLC 523 FRONT STREET, LYNDEN, WA 98244 PH. 360-354-8320 FAX. 360-354-8321
DRAWN BY: DL	REVIEWED BY: DL	DRAWING: KAMM CREEK PRD.DWG	



KAMM CREEK PRD - EXISTING CONDITIONS

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.

LAND DESCRIPTIONS:

T.P.N. 4003152481650000
E 5 ACRES OF S 1/2 NE SW/4LESS RD

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

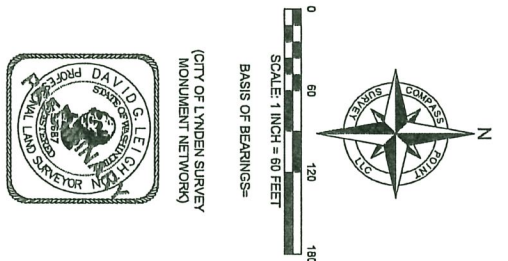
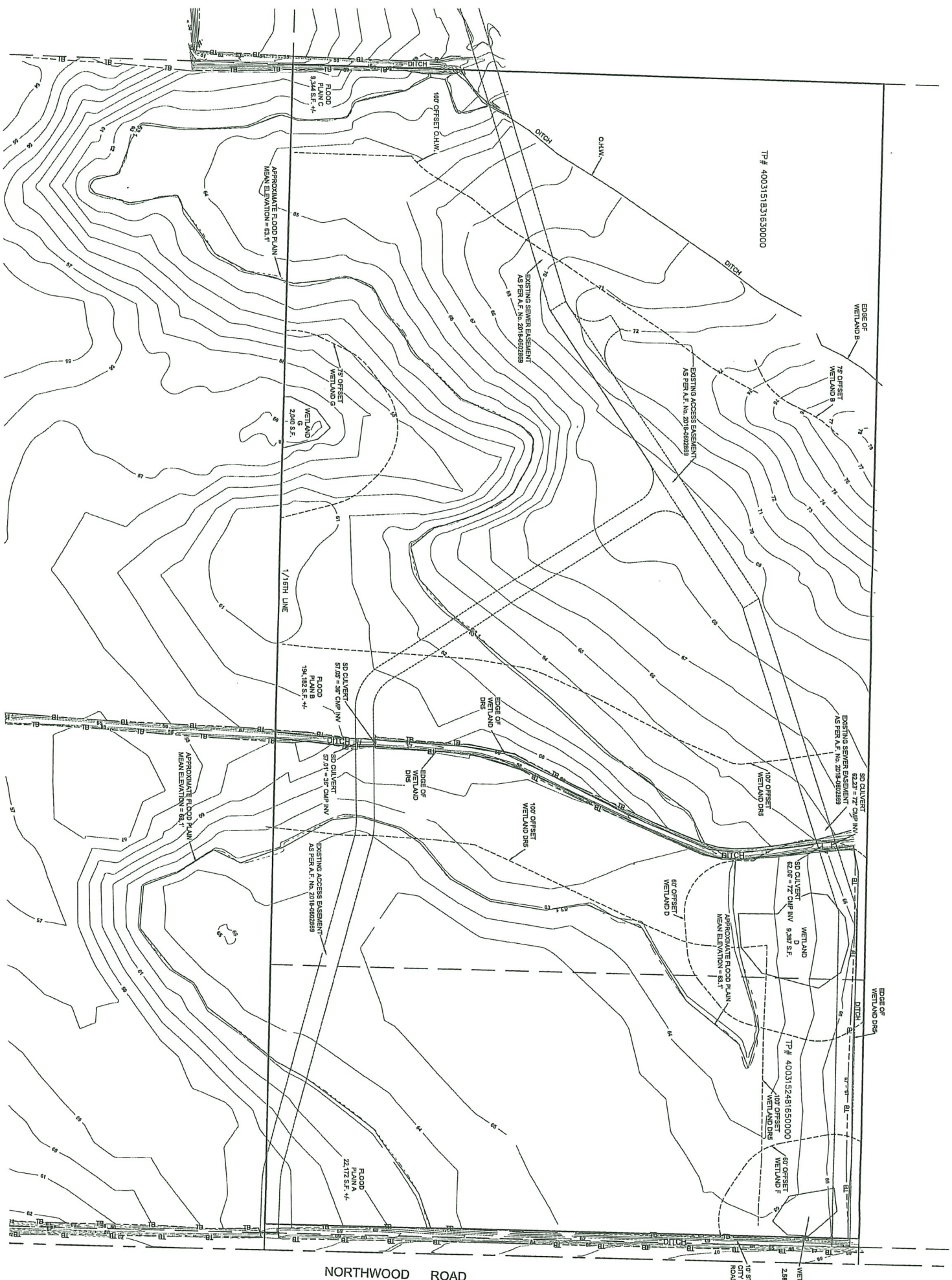
T.P.N. 4003151831630000
S 1/2 NE SW-EXC E 5 ACRES THEREOF

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRAVERSE USING A GEOMAX ZOOM 80 TOTAL STATION WITH A CARLSON SURVEYOR 2 DATA COLLECTOR/FIELD COMPUTER.
2. THE PURPOSE OF THIS SURVEY IS TO SHOW THE EXISTING CONDITIONS AND EXISTING WETLANDS FLAGGED BY MILLER ENVIRONMENTAL IN FEBRUARY AND MARCH OF 2002. COMPASS POINT SURVEY, LLC ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE. THIS IS NOT A BOUNDARY SURVEY.
3. THE FLOODPLAIN ELEVATIONS WERE INTERPOLATED USING A FEMA NATIONAL FLOOD HAZARD LAYER VIEWER MAP AND WEAIVED TO AN ELEVATION OF 83.1 FEET FOR SURVEY PURPOSES. THE 63.1 FOOT ELEVATION WAS USED FOR THE PURPOSES OF DETERMINING FLOOD ELEVATIONS IN FEBRUARY OF 2011.
4. VERTICAL DATUM IS NGVD 29 AS PER CITY OF LYNDEN MONUMENT NETWORK.
5. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS THAT A CURRENT TITLE REPORT MIGHT REVEAL.



CITY OF LYNDEN SURVEY MONUMENT NETWORK

COMPASS POINT SURVEY, LLC

523 FRONT STREET, LYNDEN, WA 98264
PH. 360-354-8320 FAX. 360-354-8321



Date:	03/07/23
Dr.: E.VANSDICK-JIS	
C-L: S.ANDRE-JS SOUTH	
Drawing: DAMM CREEK PRD	

Drawn by: JLL	
Reviewed by: JLL	
Sheet:	1 of 1

KAMM CREEK PRD - PROJECT LAYOUT & IMPACTS

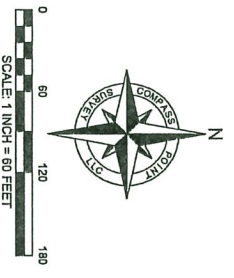
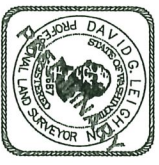
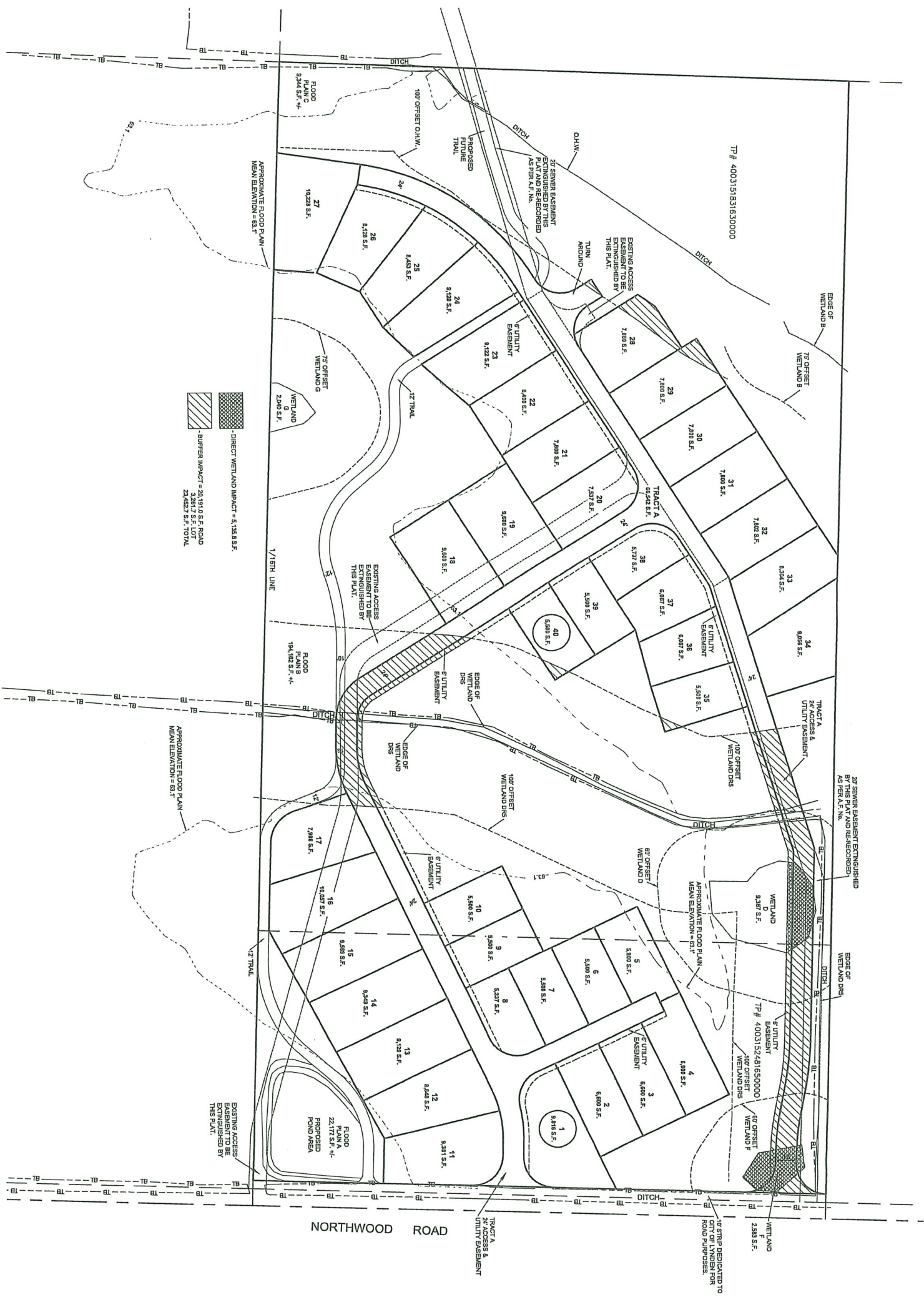
WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.

LAND DESCRIPTIONS:

T.P. N. 4003152481650000
 E 5 ACRES OF S 1/2 NE SW/4 S5 RD
 SITUATE IN WHATCOM COUNTY, WASHINGTON.
 SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS,
 RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.
 T.P. N. 4003151831630000
 S 1/2 NE SW-EXC E 5 ACRES THEREOF
 SITUATE IN WHATCOM COUNTY, WASHINGTON.
 SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS,
 RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRAVERSE USING A GEOMAX ZOOM 90 TOTAL STATION WITH A CARLSON SURVEYOR 2 DATA COLLECTOR/FIELD COMPUTER.
2. THE PURPOSE OF THIS SURVEY MAP IS TO SHOW THE PROJECT LAYOUT AND IMPACTS PER EXISTING WETLANDS FLAGGED BY MILLER ENVIRONMENTAL IN FEBRUARY AND MARCH OF 2020. COMPASS POINT SURVEY, LLC ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE. THIS IS NOT A BOUNDARY SURVEY.
3. THE FLOODPLAIN ELEVATIONS WERE INTERPOLATED USING A FEMA NATIONAL FLOOD HAZARD LAYER VIEWER MAP AND MEANED TO AN ELEVATION OF 83.1 FEET FOR STAKING PURPOSES. THE 83.1 FOOT ELEVATION LINE WAS COMPUTER GENERATED FROM GROUND SPOT ELEVATIONS IN FEBRUARY OF 2017.
4. VERTICAL DATUM IS NGVD 29 AS PER CITY OF LYNDEN MONUMENT NETWORK.
5. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS THAT A CURRENT TITLE REPORT MIGHT REVEAL.



KAMM CREEK PRD - MITIGATION

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.

LAND DESCRIPTIONS:

T.P. N. 4003152441650000
E 9 ACRES OF S 1/2 NE SW 1/4 S5 RD

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

T.P. N. 4003151931630000

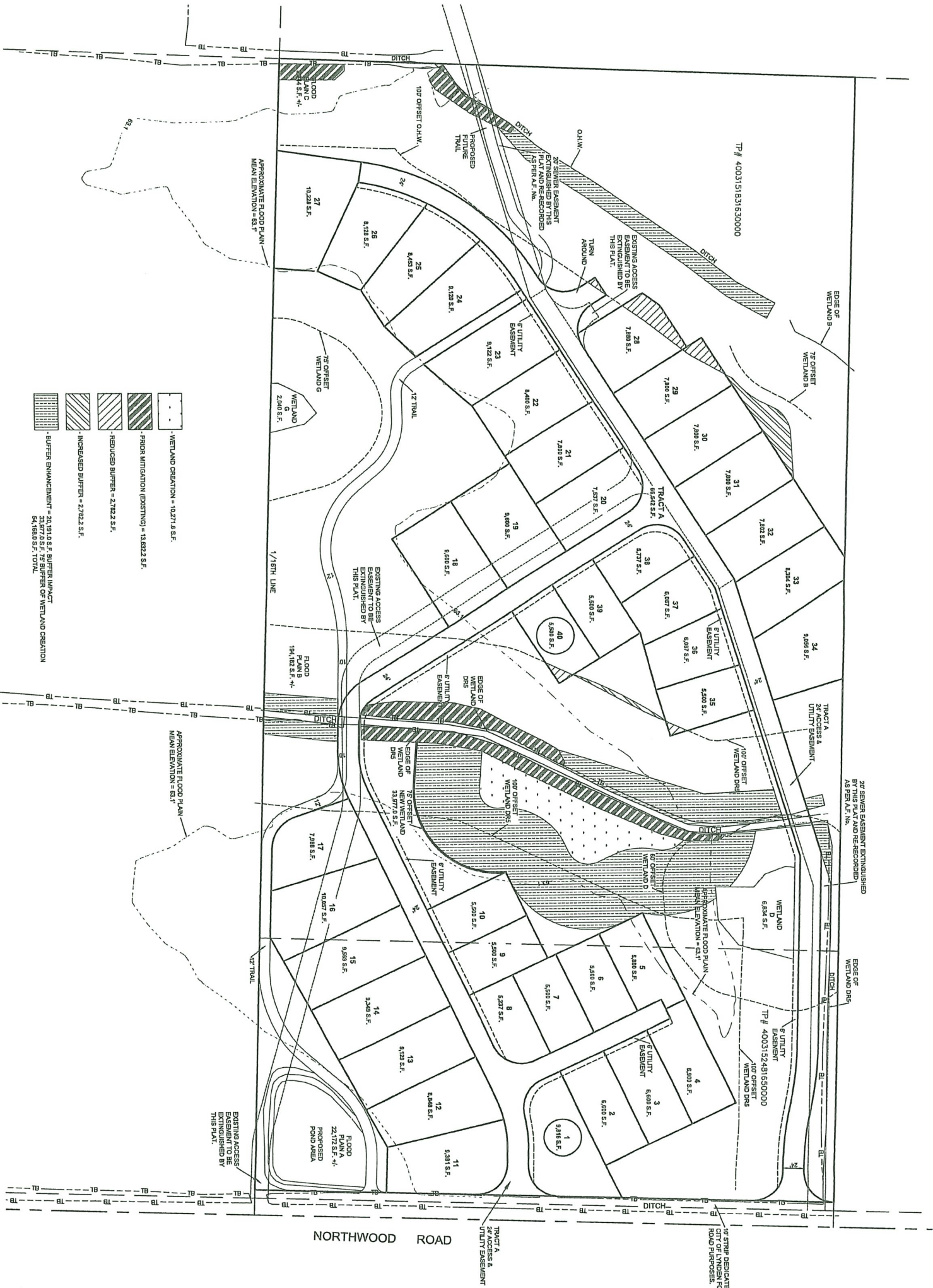
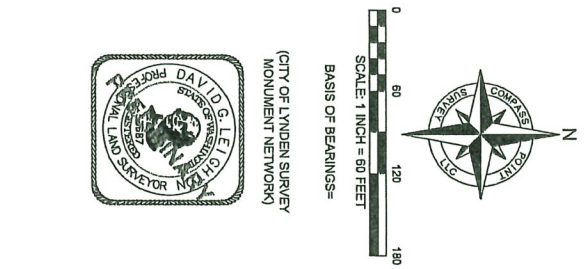
S 1/2 NE SW 1/4 E 5 ACRES THEREOF

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRANSVERSE SURVEYING, L.L.C. STATION WITH A COMBINED SURVEYOR 2 DATA COLLECTOR/FIELD COMPUTER.
2. THE PURPOSE OF THIS SURVEY MAP IS TO SHOW THE PROJECT LOCATION WITHIN THE KAMM CREEK POND AND NEARBY ADJACENT LANDS. THE SURVEY WAS CONDUCTED USING A COMPASS POINT SURVEY, L.L.C. ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE. THIS IS NOT A BOUNDARY SURVEY.
3. THE FLOODPLAIN ELEVATIONS WERE INTERPOLATED USING A FEMA NATIONAL FLOOD HAZARD LAYER VIEWER MAP AND LEANED TO AN ELEVATION OF 63.1 FEET FOR STAKING PURPOSES. THE 63.1 FOOT CONTOUR LINE WAS COMPUTER GENERATED FROM GROUND SPOT ELEVATIONS IN FEBRUARY OF 2017.
4. VERTICAL DATUM IS NAVD 28 AS PER CITY OF LYNDEN MONUMENT NETWORK.
5. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS THAT A CURRENT TITLE REPORT MIGHT REVEAL.



- WETLAND CREATION = 10271.8 S.F.
- FLOOD MITIGATION (EXISTING) = 13,032.2 S.F.
- REDUCED BUFFER = 27182.2 S.F.
- INCREASED BUFFER = 27182.2 S.F.
- BUFFER ENHANCEMENT = 20,151.0 S.F. BUFFER IMPACT = 11,777.5 S.F. TOTAL OF WETLAND CREATION = 54,188.0 S.F. TOTAL



COMPASS POINT SURVEY, LLC
523 FRONT STREET, LYNDEN, WA 98264
PH. 360-354-8320 FAX. 360-354-8321

Date: 08/09/20
Dwg. No.: E-154003-08
Dwg. Title: KAMM CREEK PRD

Drawn by: BL
Reviewed by: BL
Scale: 1" = 60'
Sheet: 1 of 1

KAMM CREEK PRD - MITIGATION

WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON.

LAND DESCRIPTIONS:

T.P.N. 4003152481630000
E 5 ACRES OF S 1/2 NE SW-LESS RD
SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

T.P.N. 4003151631630000
S 1/2 NE SW-EXC E 5 ACRES THEREOF

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

SURVEYORS NOTES:

1. THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRAVERSE USING A GOMAX ZOOM 90 TOTAL STATION WITH A CARLSON SURVEYOR 2 DATA COLLECTOR/FIELD COMPUTER.
2. THE PURPOSE OF THIS SURVEY MAP IS TO SHOW THE PROJECT LAYOUT AND MITIGATION AREAS PER EXISTING WETLANDS FLAGGED BY MILLER ENVIRONMENTAL IN FEBRUARY AND MARCH OF 2020. COMPASS POINT SURVEY, LLC ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE. THIS IS NOT A BOUNDARY SURVEY.
3. THE FLOODPLAIN ELEVATIONS WERE INTERPOLATED USING A FEMA NATIONAL FLOOD HAZARD LAYER VIEWER MAP AND MEANED TO AN ELEVATION OF 83.1 FEET FOR STRAING PURPOSES. THE 83.1 FOOT CONTOUR LINE WAS COMPUTED GENERATED FROM GROUND SPOT ELEVATIONS IN FEBRUARY OF 2017.
4. VERTICAL DATUM IS NGVD 29 AS PER CITY OF LYNDEN MONUMENT NETWORK.
5. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS THAT A CURRENT TITLE REPORT MIGHT REVEAL.



(CITY OF LYNDEN SURVEY MONUMENT NETWORK)

SCALE: 1 INCH = 60 FEET



- WETLAND CREATION = 10,271.6 S.F.
- PRIOR MITIGATION (EXISTING) = 7,978.6 S.F.
- REDUCED BUFFER = 2,782.8 S.F.
- INCREASED BUFFER = 2,782.2 S.F.
- BUFFER ENHANCEMENT = 46,372.6 S.F.








COMPASS POINT SURVEY, LLC
523 FRONT STREET, LYNDEN, WA 98264
PH. 360-354-8320 FAX. 360-354-8321

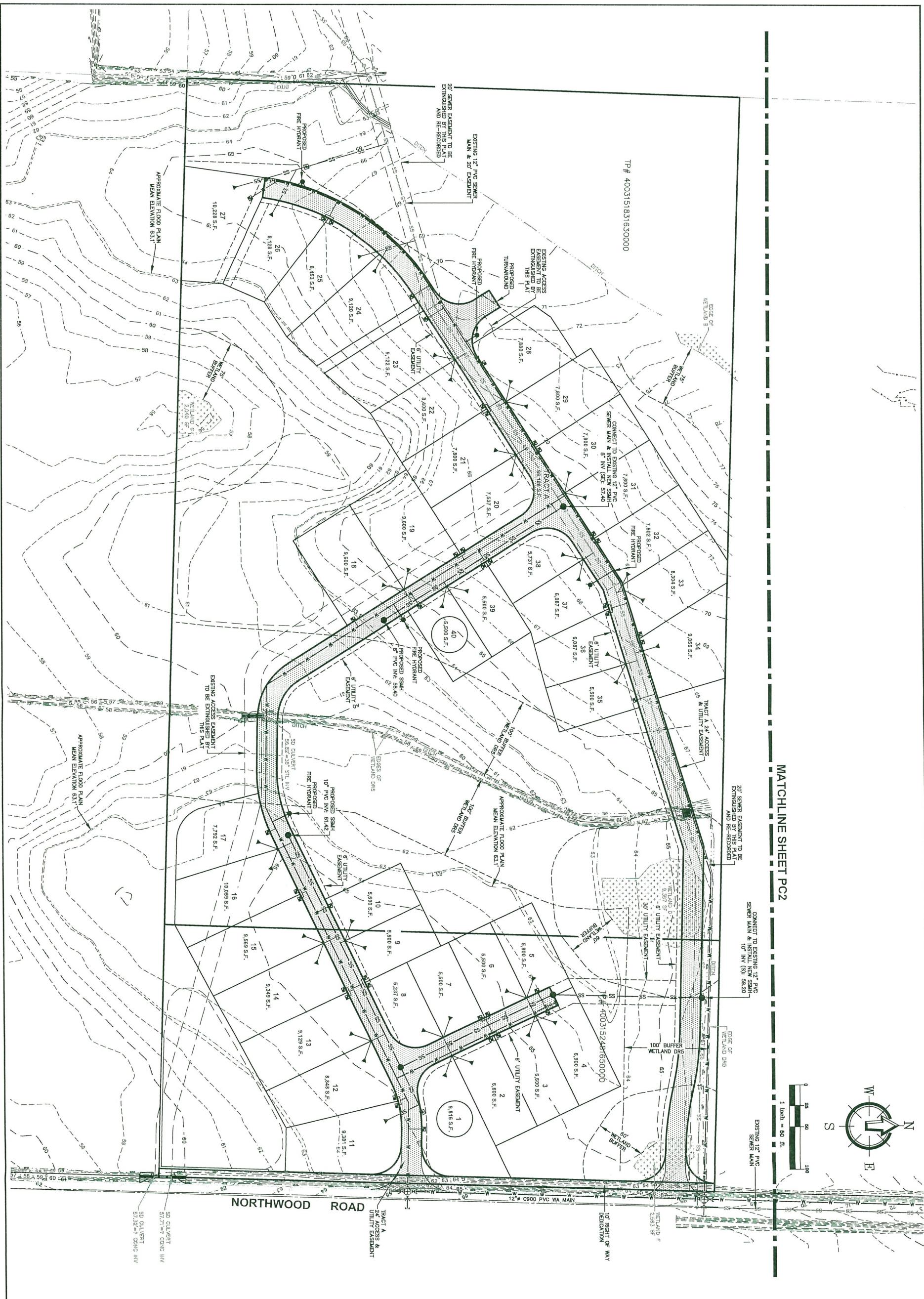
DATE	05/12/20
DWG. NO.	154003-08
CDL NO.	154003-08 SOUTH
DRAWING BY	KAMM CREEK PRD

DRAWN BY	RL
REVIEWED BY	DL
SHEET	1 of 1

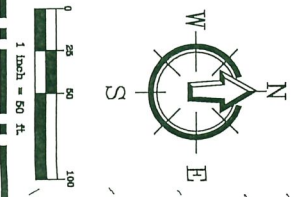
KAMM CREEK PRD PLANTING PLAN



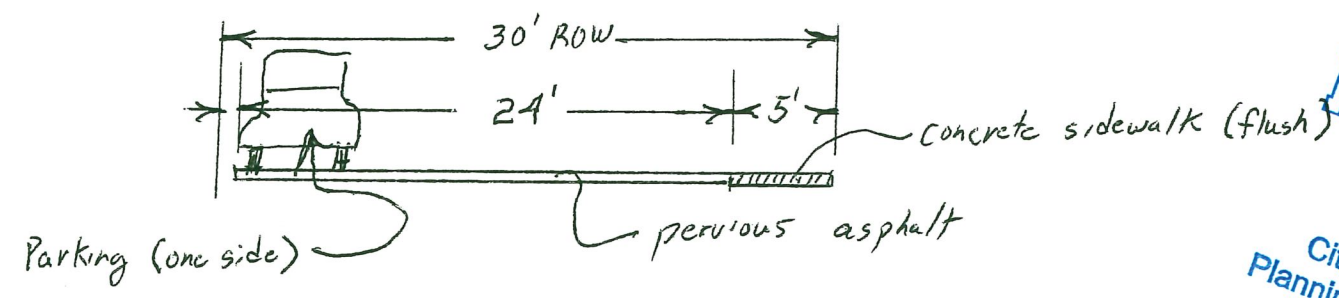
-  - WETLAND CREATION = 10,271.6 S.F.
-  - ADJUSTED PRIOR MITIGATION (EXISTING) AFTER WETLAND CREATION = 10,200.9 S.F.
-  - REDUCED BUFFER = 2,959.5 S.F.
-  - INCREASED BUFFER = 2,959.5 S.F.
-  - BUFFER ENHANCEMENT = 19,557.5 S.F. BUFFER IMPACT 30,570.4 S.F. 75' BUFFER OF WETLAND CREATION 50,127.9 S.F. TOTAL



MATCHLINE SHEET PC2



	PRELIMINARY SEWER & WATER SITE PLAN	PROJECT LOCATION: KAMM CREEK PRD NORTHWOOD ROAD LYNDEN, WA 98264	CLIENT: BOB LIBOLT 125 ROSEMARY WAY LYNDEN, WA 98264	REV. DATE: DESCRIPTION:	BY:
	JOB #: 20024 SCALE: HORIZ. 1"=50' VERT. N/A	DATE: 05-25-2020 SHEET: PC1B	DRAWING #: 20024SP2.DWG DESIGNED BY: MDB	DRAWN BY: MDB CHECKED BY: HAF	CALL BEFORE YOU DIG FOR BURIED UTILITY LOCATIONS 1-800-424-6556

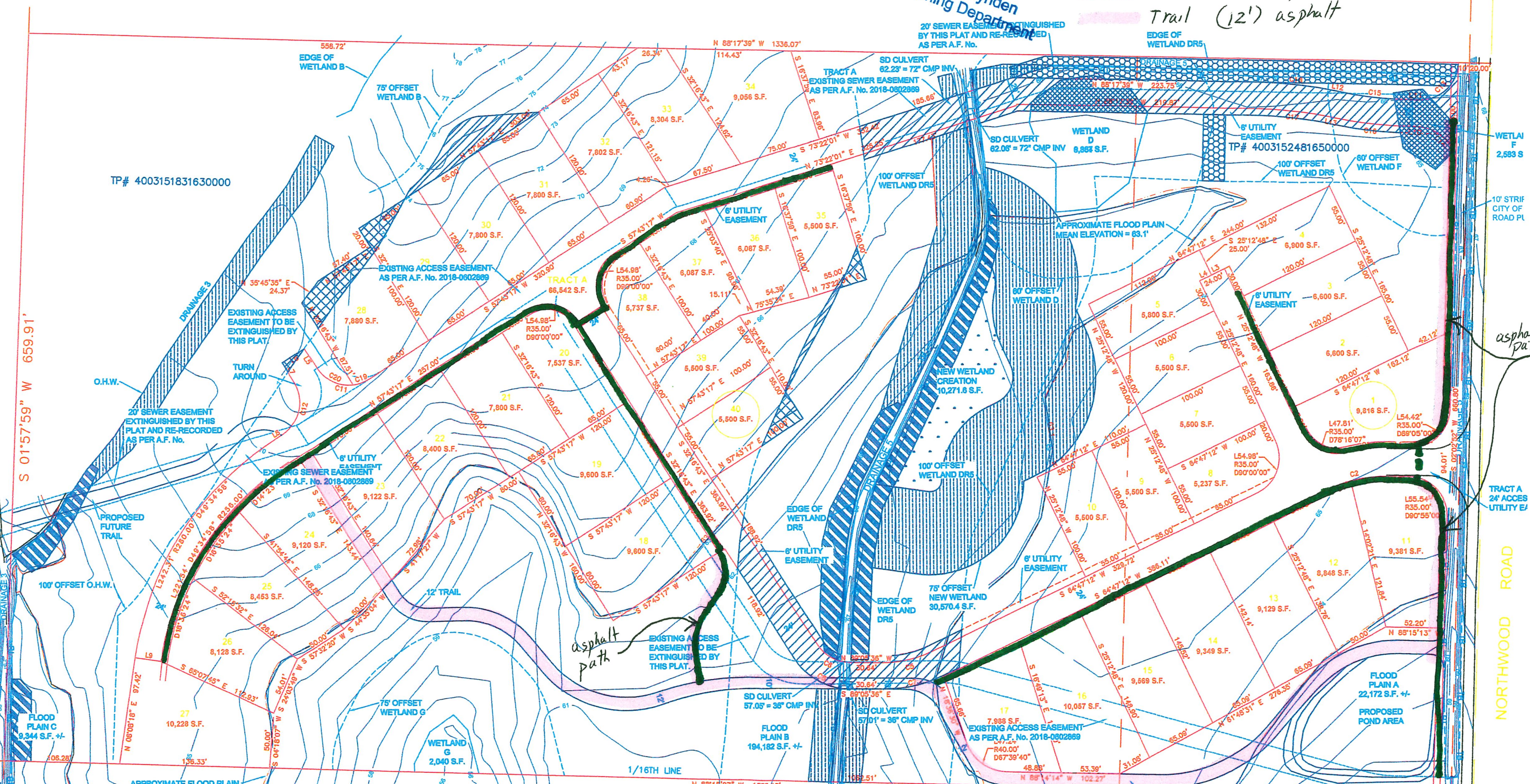


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SEP 28 2020
 City of Lynden
 Planning Department

Driveways : w/sidewalks 24'
 w/o sidewalks 20'

- Sidewalks (5') concrete flush with asphalt
- Path (6') asphalt
- Trail (12') asphalt



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	150.00'	38.26'	14°36'47"
C2	126.00'	57.93'	26°20'40"
C3	126.00'	33.72'	18°19'58"
C4	126.00'	24.22'	11°00'42"

asphalt path

asphalt path

NORTHWOOD ROAD

TRACT A 24' ACCESS UTILITY EASEMENT

10' STRIP CITY OF ROAD PL

WETLAND F 2,583 S.F.

EDGE OF WETLAND DR5

EDGE OF WETLAND B

DRAINAGE 5

DRAINAGE 3

DRAINAGE 2

APPROXIMATE FLOOD PLAIN MEAN ELEVATION = 63.1'

PROPOSED POND AREA

FLOOD PLAIN A 22,172 S.F. +/-

FLOOD PLAIN B 194,182 S.F. +/-

FLOOD PLAIN C 9,344 S.F. +/-

WETLAND G 2,040 S.F.

WETLAND D 8,887 S.F.

WETLAND E 10,271.8 S.F. (NEW WETLAND CREATION)

WETLAND F 2,583 S.F.

NEW WETLAND CREATION 10,271.8 S.F.

WETLAND D 8,887 S.F.

WETLAND C 8,304 S.F.

WETLAND B 7,800 S.F.

WETLAND A 8,304 S.F.

WETLAND G 2,040 S.F.

WETLAND F 2,583 S.F.

WETLAND E 10,271.8 S.F.

WETLAND D 8,887 S.F.

WETLAND C 8,304 S.F.

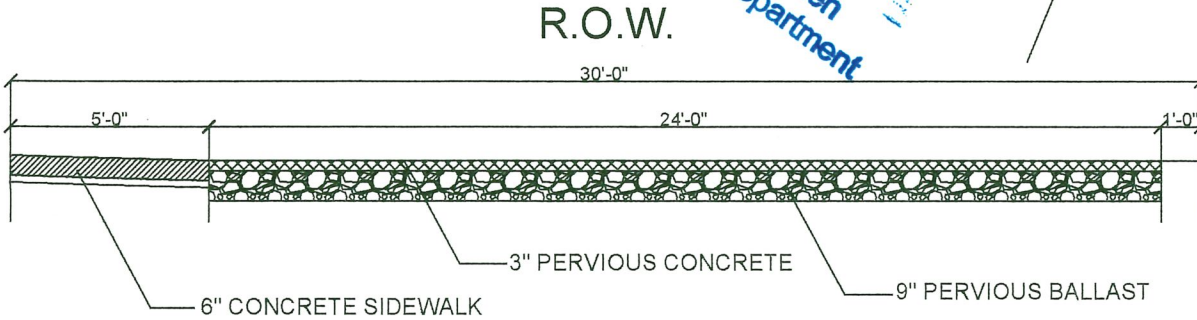
WETLAND B 7,800 S.F.

WETLAND A 8,304 S.F.

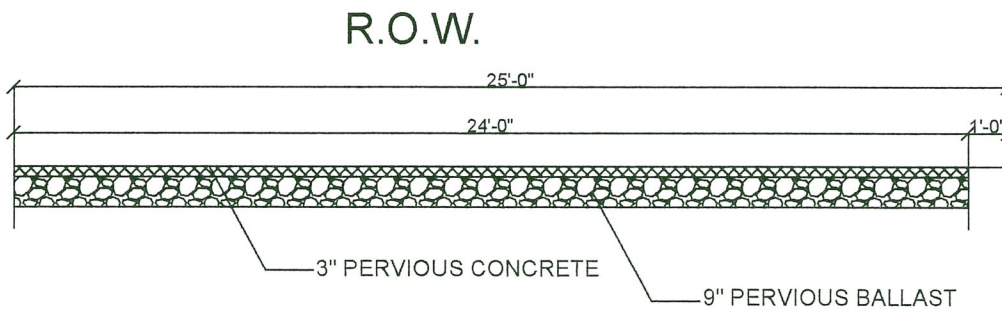
RECEIVED

SEP 28 2020
City of Lynden
Planning Department

PARKING THIS SIDE ONLY



STREET SECTION FOR LOT FRONTAGES



STREET SECTION FOR AREAS WITHOUT LOT FRONTAGES

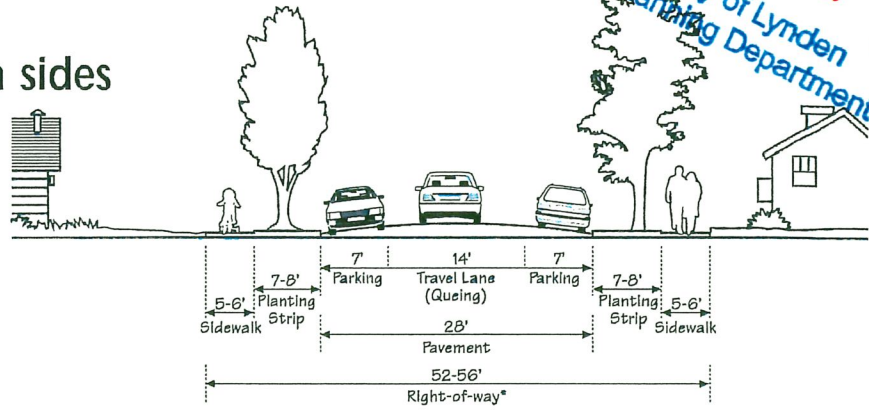
Summary of Three Potential Scenarios

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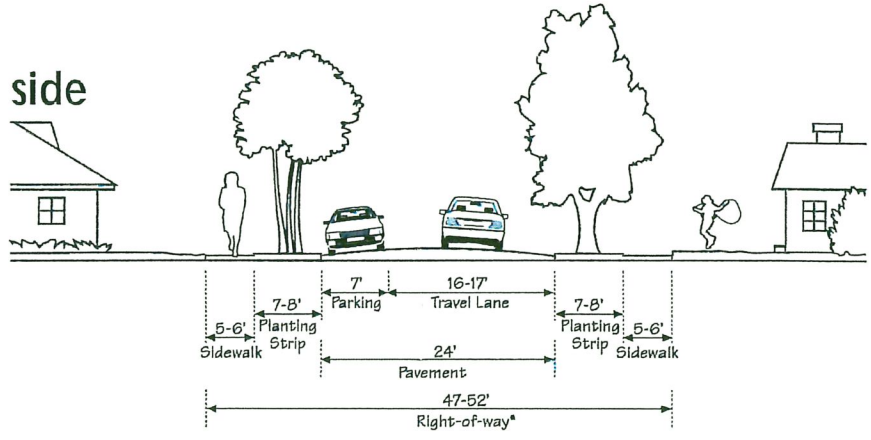
SEP 21 2020

City of Lynden
Planting Department

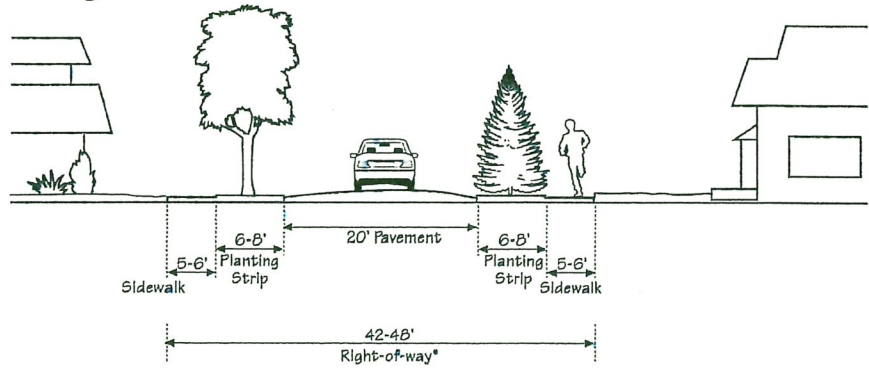
28 Ft Street Parking on both sides



24 Ft Street Parking on one side

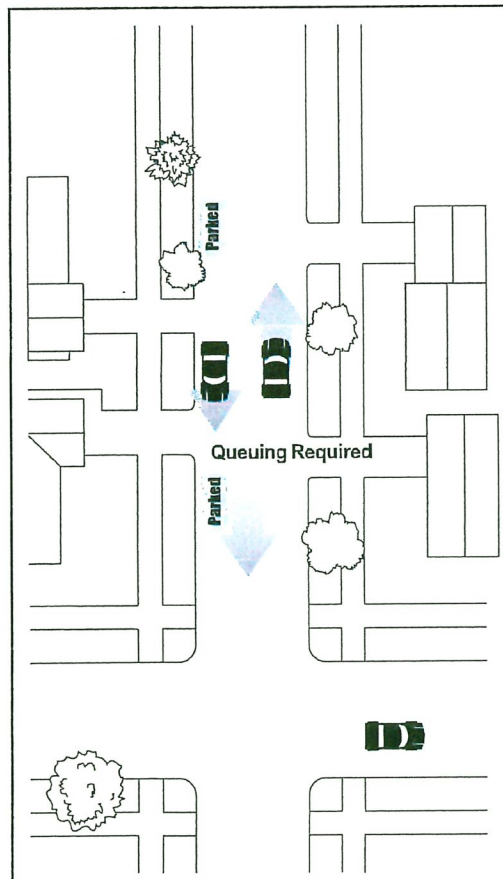
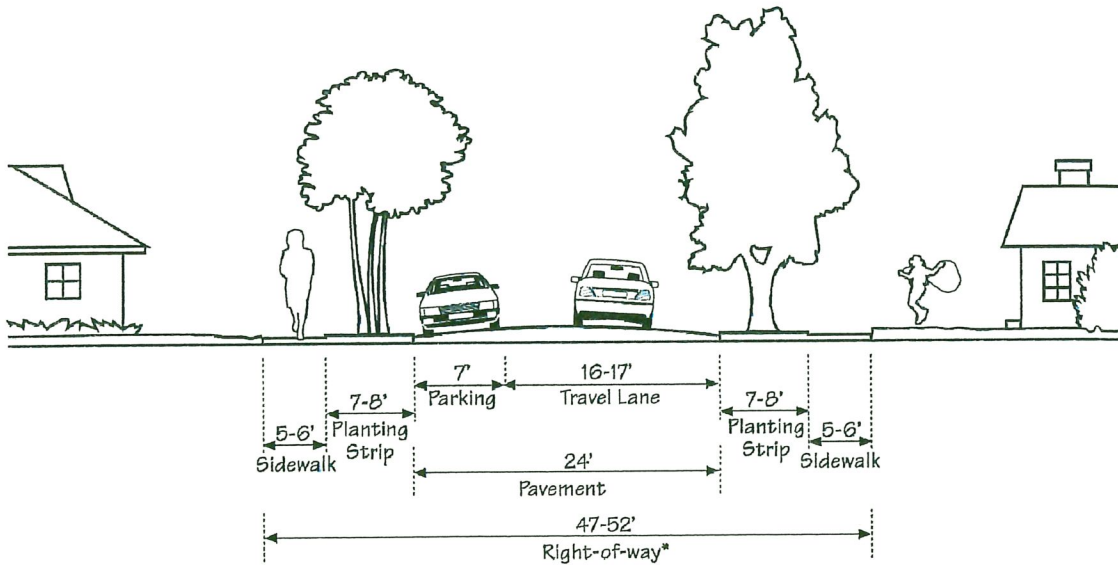


20 Ft Street No on-street parking allowed



Scenario 2

24 Ft. Streets Parking on one side only



Appendix A - References and Resources

Annotated References

AASHTO - The Policy on Geometric Design of Highways and Streets, also known as the "Green Book," is published by the American Association of State Highway and Transportation Officials (AASHTO) and is considered to be the principle authority on street geometrics. Narrow streets are sometimes cited as being contrary to traffic engineering practices because they may hinder the free-flowing movement of vehicular traffic. However, the *Green Book* supports the notion of using narrow residential streets. For example, the *Green Book* states: "On residential streets in areas where the primary function is to provide land service and foster a safe and pleasant environment, at least one unobstructed moving lane must be ensured even where parking occurs on both sides. The level of user inconvenience occasioned by the lack of two moving lanes is remarkably low in areas where single-family units prevail...In many residential areas a 26-ft.-wide roadway is typical. This curb-face-to-curb-face width provides for a 12-ft. center travel lane and two 7-ft. parking lanes. Opposing conflicting traffic will yield and pause on the parking lane area until there is sufficient width to pass."

Residential Streets - Residential Streets is published jointly by the American Society of Civil Engineers, the National Association of Homebuilders, and the Urban Land Institute. This book was published to encourage a flexible approach to designing residential streets to respond to the street's function in the transportation system as well as part of the community's living environment. *Residential Streets* is a hierarchy of residential streets, including 22'-24' access streets with parking on both sides, 26' subcollector street with parking on both sides, and a 28' subcollector with parking on both sides where "on-street parking lines both sides of the street continuously."

ITE - The Institute of Transportation Engineers (ITE) has published several documents that refer to the recommended width of neighborhood streets. The 1993 publication *Guidelines for Residential Subdivision Street Design* states that a 28-foot curbed street with parking on both sides is an acceptable standard "based upon the assumption that the community has required adequate off-street parking at each dwelling unit." In addition, the 1994 publication *Traffic Engineering for Neo-Traditional Neighborhood Design, (NTND)*, states that the recommended width of a basic NTND residential street "may be as narrow as 28 to 30 feet."

Street Design Guidelines for Healthy Neighborhoods - Published by the Local Government Commission's Center for Livable Communities, Street Design Guidelines for Healthy Neighborhoods was developed by a multi-disciplinary team based upon field visits to over 80 traditional and 16 neo-traditional neighborhoods. When combined with other features of traditional neighborhoods, the guidelines recommend neighborhood streets ranging from 16-26 feet in width. The team found 26-foot-wide roadways to be the most desirable, but also "measured numerous 24-foot and even 22-foot wide roadways, which had parking on both sides of the street and allowed delivery, sanitation and fire trucks to pass through unobstructed."

Oregon Resources

Fairview Village. Holt & Haugh, Inc., phone: 503-222-5522, fax: 503-222-6649, www.fairviewvillage.com

West Bend Village. Tennant Developments, 516 SW 13th St., Suite A, Bend, Oregon 97702, phone: 541-388-0086

Orenco Station. Mike Mehaffy, Pac Trust, 15350 SW Sequoia Pkwy, Suite 300, Portland, Oregon 97224, 503-624-6300, www.orencostation.com

Street Standard Modification Process. The City of Beaverton has a modification process similar to an administrative variance procedure. If you would like information on this process contact: Margaret Middleton, City of Beaverton, Engineering Department, P.O. Box 4755, Beaverton, Oregon 97076-4755, 503-526-2424, mmiddleton@ci.beaverton.or.us

Additional References

Street Design Guidelines for Healthy Neighborhoods. Dan Burden with Michael Wallwork, P.E., Ken Sides, P.E., and Harrison Bright Rue for Local Government Commission Center for Livable Communities, 1999.

A Policy on Geometric Design of Highways and Streets. American Association of State Highway and Transportation Officials (ASSHTO), 1994.

Guidelines for Residential Subdivision Street Design. Institute of Transportation Engineers (ITE), 1993.

Traffic Engineering for Neo-Traditional Neighborhood Design. Institute of Transportation Engineers (ITE), 1994.

Residential Streets. American Society of Civil Engineers (ASCE), National Association of Home Builders (NAHB), Urban Land Institute (ULI), 1990.

A Handbook for Planning and Designing Streets. City of Ashland, 1999.

Eugene Local Street Plan. City of Eugene, 1996.

Skinny Streets, Better Streets for Livable Communities. Livable Oregon, Inc. and the Transportation and Growth Management Program, 1996.

The Technique of Town Planning, Operating System of the New Urbanism. Duany Plater-Zyberk & Company, 1997.

Narrow Streets Database. A Congress for the New Urbanism. Alan B. Cohen AIA, CNU, Updated 1998.

Washington County Local Street Standards. Revision Project No. 2455. McKeever/Morris, Inc., Kittleson & Associates, Inc. and Kurahashi & Associates, Inc., 1995.

Washington County Uniform Road Improvement Design Standards. Washington County Department of Land Use and Transportation, 1998.

Livable Neighborhoods Community Design Code. A Western Australian Government Sustainable Cities Initiative. Ministry for Planning.

Woonerf. Royal Dutch Touring Club, 1980.

Creating Livable Streets: Street Design Guidelines for 2040. Prepared by Fehr & Peers Associates, Inc. Calthorpe Associates, Kurahashi & Associates, Julia Lundy & Associates for Metro, 1997.

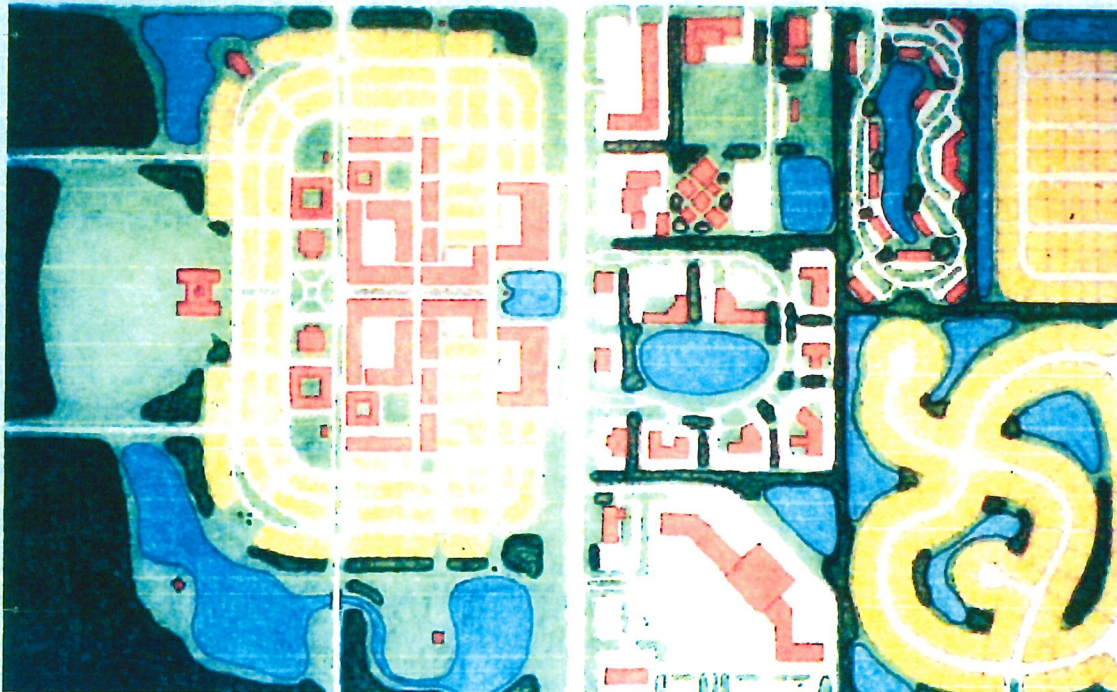
Model Development Code & User's Guide for Small Cities. Transportation and Growth Management Program by Otak, 1999.

APA Recommendations for Pedestrians, Bicycle and Transit Friendly Development Ordinances. TPR Working Group Oregon Chapter APA, 1993.

Residential Street Typology and Injury Accident Frequency. Swift & Associates, Longmont, CO, Peter Swift, Swift and Associates, Longmont, CO., 1998.

PART THREE: TRADITIONAL NEIGHBORHOOD STREETS

RECEIVED
SEP 21 2020
City of Lynden
Planning Department



Drawing Courtesy of Ramon Trias

Traditional

Conventional

Lower speed roads, improved access

Emergency response times are often slowed in conventional sprawl pattern communities, especially with long cul-de-sac streets. Older, traditional neighborhoods, and new smart growth communities offer far more links and approaches. Principal roadways are designed with similar high speed access, but local streets include tighter turning radii, reduced centerline curves, more on-street parking and narrower lanes and streets. Alleys are often provided, yielding two more points of access to properties. In a well-planned new traditional neighborhood, fire and medical access speeds can be kept the same, or improved. In contrast to the conventional pattern on the right, which has only a few points of access to more than 200 properties, the traditional pattern on the left has nine points of access to the same number of properties. Responders stay on main streets longer and are able to hold their speed. Multiple routes of approach help emergency responders in many ways.

Introduction to Traditional Neighborhood Development

Many planners and elected officials recognize we cannot build our way out of the traffic-spawning suburban development pattern. But what do we do? Increasingly, we are seeing the design of neotraditional or new urbanist neighborhoods that incorporate pre-suburban development features. These new neighborhoods are modeled to look a lot like historic neighborhoods with walking scale streets and lots of street connections.

Several real estate studies reveal that home buyers tend to like streets with low traffic volume, slow traffic speeds and minimal noise. Families with children want neighborhoods with nearby parks, schools and other activities while retired "baby boomers" are looking for sidewalks, trails, greenways and convenient services. The traditional pattern of development meets many of these requirements. It allows up to 40% of all trips to be made by walking, bicycling and transit. These new (old style) traditional neighborhoods also call for a new set of street standards. Blocks are shorter, streets and lanes are narrower, alleys are included, and on-street parking is encouraged.

In some towns, fire administrators sometimes oppose the traditional model because of their concern over narrower streets, tighter turning radii, on-street parking and other features. However, in order for these neighborhoods to work and insure the safety of their residents, it is critical that town officials, fire administrators and developers work in partnership to understand the proper combination of features.

A properly built traditional development has many added points of access to streets, more access to each home (with alleys, 4 points of access), and often better built homes that are less prone to fires. Most important, the streets in a traditional neighborhood will not require any traffic calming measures, since motorists will feel uncomfortable driving faster than 25 mph.

Fewer stop signs, greater number of access points and more direct routes of travel, aid residents and emergency responders to access properties in a timely and efficient manner. Meanwhile, design of these streets is becoming a more exact science. Designers must anticipate not only ways to keep traffic moving slowly, but to allow access by large equipment to all locations.



Metro Square, in Sacramento, California (top two photos) is an example of urban infill using a compact, village style design. While housing density (20 units per acre) is high, the quiet, low-speed street design supports all types of access. These units were sold in one day. The new style of streets in traditional village design must be more exact so that conventional fire and sanitation equipment is supported. The radii on this park in Mountain View, California (bottom photo) is too tight for this pumper truck to get through when a car is parked near the curve. A simple modification to the park design would have allowed the truck to turn.

Satisfying the Needs of Residents and Responders

Traditional Neighborhood Development (TND) streets must meet the needs of all those making use of them. Traditional streets require high levels of connectivity. Their performance must be measured on how well they provide multiple points of access, parking, room for fire operations and low speed travel.

Keeping in mind that alleys, lanes and streets are each local in purpose and character, speed is not the issue. To meet the many demands of the community the streets must generate low speeds and allow for on-street parking, while creating minimal delay.

A review of these four photos can help us think about parking access, operations and speed on older traditional and newly built TND streets.

1. San Luis Obispo, California. In the first TND street photo, the built street is 36 feet wide. Faced with over 30 feet of operating space motorists are inclined to speed.

2. Everett, Washington. Parking lanes are provided on each side of the street. The painted parking line keeps motorists operations confined to a 20-foot wide operating space. Speeds are a little high here. Removing the painted center line has the potential to reduce speeding.

3. Victorian Harbor. Suisun City, California. Photo three of a TND built in the mid-1990s shows a better solution. The street is 20 feet wide with curb and gutter. Parking is inset, with pockets on each side at various locations. Housing density runs about 8-10 units per acre. This neighborhood has alleys, so most resident parking is off the street. The proximity of trees and a roundabout that terminates a driver's view keep speeds to about 20 mph. Fire operations have the necessary 20 feet. Hydrants are protected from intrusions by parked cars by locating them on curb extensions.

4. Orenco Station. Hillsboro, Oregon. Photo four illustrates a new neighborhood that will have densities from 11-15 units per acre. Although this neighborhood also will have alleys, the higher densities call for more on-street parking. Note that the operating width is about 20-22 feet, with curb extensions to insure that no one will park at the hydrant.



1



2



3



4

Skinny Streets and How They Work

In a traditional neighborhood, skinny streets are sometimes found on short, low density residential streets. Instead of cul-de-sacs, two final driveways can be set across from one another in a hammerhead fashion to permit informal turning. Skinny streets by definition are very narrow, often as narrow as 20 feet in the U.S. and 10 feet in Australia and Europe.

Skinny streets are sensitive to people and to the environment, yet they allow a full 20 feet of operations for fire equipment. A street of 200 to 700 feet in length may serve from 20 to 70 homes.

Parking is not normally allowed on a skinny street. Informal parking may occur off the street. In the scene depicted in the top photo a skinny street in Palatka, Florida makes use of a shallow curb. The street dead-ends with a set of two driveways to permit turning. Water percolates through brickwork, or runs off the roadway into the sandy soil. Due to the very low number of houses (20) traffic remains very light, hence sidewalks are not used.

In contrast, looking from the above street across the 2-lane arterial road we see that the same width street is used. However, a higher number of households calls for a double set of sidewalks. The street remains skinny. Parking is still not permitted. Just as with the

brick section, water runs off the asphalt across the low curb and percolates into the sandy Florida soil.



While the traditional skinny streets shown above are quite narrow and keep cars from speeding, they are designed to provide access to emergency responders. Blocks are relatively short in traditional grid pattern neighborhoods and emergency responders often have multiple points of access.

Skinny streets should be seen as long driveways that provide good access to the few properties served. Designs are for low speed travel of 15-20 mph. Skinny streets are especially popular in semi-rural areas, but can be found in highly developed urban areas such as in Portland, OR.

Skinny streets make it possible to upgrade older dirt or crushed stone travelways with a more permanent and structurally sound base at an affordable cost and with minimal environmental impact.

Skinny streets should be 20 feet wide, or have a solid walkway that can support the occasional need for an aerial ladder truck and related fire fighting operations. Skinny streets are not built in locations where long or even moderate distances must be traversed.

In Australia and Europe skinny streets are

common. Ten foot wide streets are popular and built in many locations. These streets have short blocks and often have inset parking, and appropriately spaced locations for fire operations.

Traditional Neighborhood Travelway Vocabulary

Traditional streets allow timely response. This response is based on the proximity of the lane or street to avenues and boulevards that permit higher speeds of between 30 and 45 mph.

Traditional streets contrast sharply with conventional streets that often end in cul-de-sacs. Quite often, responders making their way through a conventional neighborhood must travel on one, or several, long or very long local streets. These streets often take the responder up to half-a-mile away from a collector street.

Traditional streets are designed for 20 mph travel. They have short blocks, multiple connections, tight corner turning radii, and tight centerline curves. These streets are close to the primary route of entry and higher speed roadways so very little time is lost. Thus, most traditional street patterns allow the responder to reach most houses faster than with higher speed roads in conventional suburban neighborhoods. The building blocks for these traditional neighborhood travelways include:

- 1. Trails:** Connections to other neighborhoods and avenues that are designed primarily for walking and bicycling, but can provide additional access for emergency responders. Maximum speed 15 mph.
- 2. Alleys:** Alleys add two additional points of access, but cannot be traversed at more than 15 mph. Two-way access is provided to all properties. Some parking may be included. In traditional neighborhoods, houses may have additional rooms or dwelling units overlooking the alley.
- 3. Lanes:** Lanes can accommodate one-way or,

more typically, two way travel, with parking on one side only. Lanes are designed for 15-20 mph speeds.

4. Streets: Traditional streets provide two-way travel and at least two points of access on all but the last block of a corridor. Speeds are designed for travel at 20 mph. Parking is provided on both



This plan of Fairview Village, a new traditional neighborhood in the Portland, Oregon region shows a mix of uses, a variety of street types, and multiple connections.

sides of the street. Since most cars are parked in the garage or driveway, only a few cars will typically park on the street. Streets would be less effective if parking were restricted to one side. If parking on only one side of the street is desired, lanes should be used instead.

5. Avenues: Added width allows for turning lanes, medians or a combination of turning lanes and refuge islands. Bicycle lanes are essential to the success of avenues, allowing motorists to pull out of the way of emergency responders. Avenues can be designed with or without on-street parking. Design speed is set at 30-35 mph.

6. Boulevards: Multi-laned two-way streets providing emergency response speeds up to 45 mph. Boulevards take advantage of medians, well designed intersections and easy access to neighborhoods.

7. Parkways: Multi-laned highways with medians and highly restricted turning movements. Emergency responders have high levels of access into neighborhoods, and high speed access to these locations.

In the section that follows we discuss these different travelways and their impact on emergency response in more detail.

Traditional Neighborhood Street Building Blocks

1 Trails, Links

Trails reduce auto trips, increase access

Multi-use trails and protected open space are highly desired elements in today's neighborhoods. Although everyone wants these trails and open space, not everyone is sure that they want them in "their backyard." Hence, it is easier to design new neighborhoods that incorporate these elements than to retrofit existing suburban neighborhoods. When these new points of access are provided, insist that they complete vital responder links to properties that may be hard to get to.

Disadvantage to Responders: None.

Trails add new connections, and in some cases allow additional operations space for hard-to-reach buildings.

Comments:

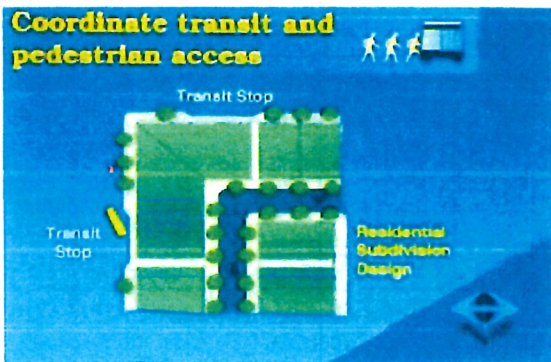
1. In most settings it is possible to gain access through short links of 100 to 300 feet. Porous materials such as open block, finely crushed stone or other pavers, can be used to allow water infiltration.
2. In some cases, bollards are used to prevent motorist access. However, bollards are rarely needed. A sign and low curbing keeps motorists from attempting illegal entries.

Appropriate locations for trails:

Trails and links serve as vital connections to schools, parks, libraries and other civic buildings, as well as connection points to stores and neighborhoods. Although trails are built to structural loads of small maintenance vehicles only, short sections can be enhanced for large emergency response vehicles. A good selection of trails and links can reduce residents' dependence on motor vehicles for many trips. Added benefits include protection of open space, access to recreation for residents of all ages and increased property values.



Environmentally sensitive communities like Village Homes in Davis, California (above) are seeking ways to build added bicycle, walking and emergency access. This is easily accomplished in new neighborhoods by requiring these added links. In older suburban neighborhoods such links can sometimes be made through easements. If necessary, surfaces of trails can be stabilized for emergency responders.



Every effort should be made to provide links from residential areas to nearby amenities such as parks, shopping centers, schools and transit stops.

Traditional Neighborhood Street Building Blocks

2 Alleys

Alleys increase access and parking

The modern alley is designed to get the garage off the front of the house. This allows houses to be closer to the street and to include neighborhood-friendly features like a front porch. A well designed alley is clean and attractive and provides options for parking, underground utilities, and trash pickup. Alleys also create opportunities for affordable housing by allowing the developer or owner to build an accessory unit above the garage.

Disadvantages to Responders: None.

Alleys add two additional points of access to each property. Distances to carry equipment are reduced. Alleys can also provide more direct access to kitchen fires and other hard-to-reach points located in the rear of the home.

Comments:

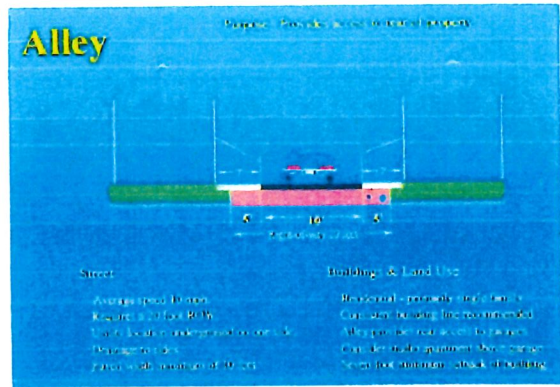
1. Widths of ten feet (paved or unpaved) are common for alleys. Short paved drives into garages with setbacks of 7 feet allow the responder nearly 24 feet of operations.
2. Parking should be allowed only in acceptable locations, both in the garage, in narrow spaces between garages, and in some specially dedicated open lots. Random parking should be discouraged through design.

Appropriate locations for alleys:

Alleys are generally found on short blocks of 200 to 400 feet. They become less practical on long blocks. Alleys are ideal in most traditional and neotraditional neighborhoods, and in many portions of these neighborhoods. Alleys allow two-way travel. Although in some cases it is possible to have two alleys meet as a tee intersection, these need to be wide enough for truck turns. Terminating an alley at a tee intersection of a street works best when there are curb extensions to prohibit parking on the street. More often, alleys are part of the traditional grid street pattern.



Smart Growth communities are seeking ways to reduce the impact of driveways, locate useful places for utilities, and add low cost housing. Modern alleys make it possible to have more functional streets. Trees can be planted on streets and lanes without impacting utilities. Alleys are a boon to emergency responders, giving them more options for access and operations. Alleys can range from a width of 10 to 20 feet. Narrow widths call for garage setbacks of seven to ten feet to allow motorists to turn into garages.



Traditional Neighborhood Street Building Blocks

3 Lanes

Lanes provide low speed access

Lanes are 18 feet wide, two feet below the desired operating space for fire fighting operations. Parking in a lane is restricted to one side. The added space needed to extended aerial operations may be addressed in several ways. Some responders say that they can operate in the slightly reduced width of 18 feet. Others state that they can operate with an occasional double set of driveways. This assures a solid base of more than 20 feet of street width and at least 30 feet of width between structures. And some fire departments report that a sidewalk that is attached to the curb or a reinforced driveway provide enough structural support for heavy equipment



Lanes are short access ways with parking. Lanes are 18 feet wide, or slightly narrower. Parking is always restricted to one side of the street. Sidewalks are often included. Traffic volumes are very low, due to the short block lengths of 500 feet or less and the short number of blocks (2-3 maximum before a collector category roadway). Fire administrators should seek a protected no parking space every 200-300 feet. The best way to assure this operations space is to have the developer commit to a double set of driveways at those locations.

Disadvantages to Responders: Low speed.

Lanes are considered the safest street type available because travel speeds are kept below 20 mph. Hence they are very popular in traditional neighborhoods. To allow fast response, lanes are always limited to several blocks in length, and can be easily reached through faster collector and sometimes arterial streets. As a result, most or all homes on a lane can be reached quickly.

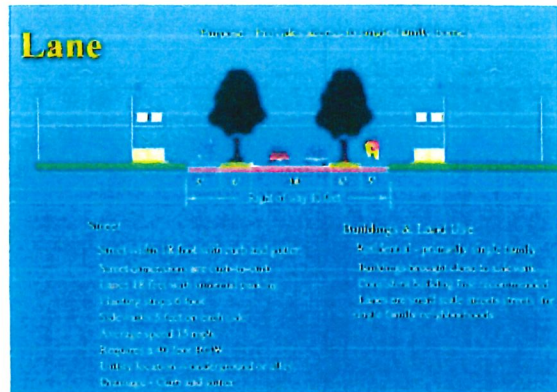


Comments:

1. Lanes are not generally permitted in conventional neighborhoods
2. Lanes are not permitted in difficult to access locations, such as the interior of a large neighborhood.
3. Parking is restricted to one side of the street. Developers should build double sets of driveways every 200-300 feet to permit sufficient operations space.

Appropriate locations for lanes:

Lanes are permitted in portions of a traditional neighborhood that are easily accessible from a principal travel way. Since most traditional neighborhoods, by definition, have multiple points of entry, lanes may be found in most locations of the neighborhood. Lanes are not as appropriate for conventional suburban development, especially if they are in locations that are difficult to access.



Traditional Neighborhood Street Building Blocks

4 Streets

Streets provide access, more parking

Streets in traditional neighborhoods are typically 26 feet wide; curb to curb, with parking on both sides of the street. Motorists must share the travel way. Streets and lanes have proven to have the highest safety levels of any travel way. Speeds of 20 mph are common. Just as with lanes, streets must establish an operations area for emergency responders every 200 to 300 feet. This can be done by placing a tree well 6 feet wide and 30 feet long on one side of the street and a double set of driveways on the other. The hydrant can be placed in the extended tree well (see pages 15 and 37 for samples and details).

Disadvantages to Responders: Low speed.

Streets, like lanes, are designed for slow speed travel, so speeds will have to drop as responders enter a neighborhood. However, because streets and lanes are short and have multiple points of access, delays are often minimal. Overall response times to streets can be maintained through a well designed site plan.

Comments:

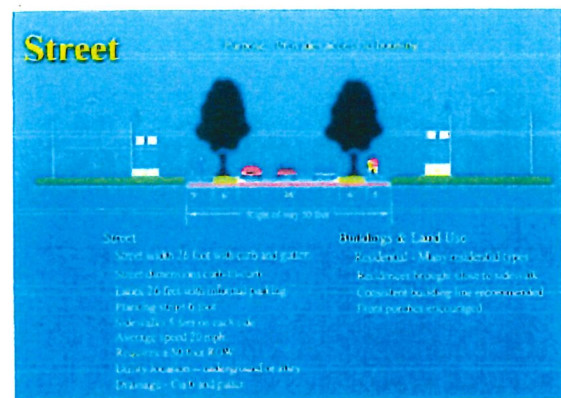
1. Traditional narrow streets are not generally permitted in conventional neighborhoods
2. Traditional streets are not permitted in difficult to access locations, such as the interior section of a large neighborhood.
3. Parking is restricted every 200 to 300 feet to allow for emergency operations. Developers can package double sets of driveways and tree wells every 200-300 feet to permit sufficient space for emergency operations.
4. Provide alleys in the design to absorb most of the parking for residents. In that way, on-street parking will typically only be used by guests and overflow parking.

Appropriate locations for streets:

Streets are permitted in portions of a traditional neighborhood that are easily accessible from a principal travel way. Since most traditional neighborhoods, by definition, have multiple points of entry, streets may be found in most locations of the neighborhood. Traditional streets are not as appropriate for conventional development, especially in isolated locations.



Smart Growth communities are seeking ways to build low speed streets with abundant on-street parking, thus minimizing off-street parking and auto storage. The emergency responder requires a 20-foot wide space for fire fighting operations every 200-300 feet, and preferably on entry corners and at a mid-block location. A double set of driveways across from a tree well assures no parking in these areas. This neo-traditional Seattle street (below) provides a "no parking" space next to the tree well.



Traditional Neighborhood Street Building Blocks

5 Avenues

Avenues keep traffic moving

Avenues are higher speed travel ways servicing streets and lanes in traditional and conventional neighborhoods. Avenues have sufficient width and storage space to keep traffic moving. To maximize capacity, avenues should be designed to keep speeds at 30-35 mph. Avenues often support higher density housing like townhouses, apartments and other multiple family dwellings, as well as retail and other commercial mixed use buildings. Entry streets to new traditional neighborhoods are often designed as avenues. Avenues often have gateways and can have tremendous carrying capacity, often moving 10-20,000 vehicles daily.

Disadvantages to Responders: None.

Avenues add new connections, keep traffic moving and in some cases allow additional operations space for hard to reach buildings. In traditional development, avenues may have only two lanes, with either a third lane for turning movements, or a median, turning pockets and bike lanes.

Comments:

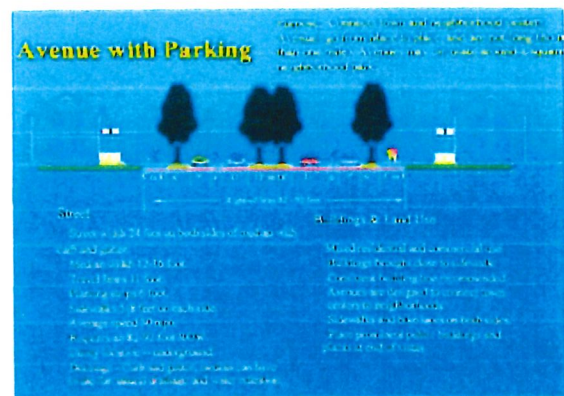
1. Avenues provide essential speed and movement for responders. They are well connected to other avenues and boulevards, with some streets and lanes branching from appropriate locations.
2. When roundabouts are used on avenues, speeds can be kept to proper levels and corridor travel times can be improved by reducing congestion typically found at signalized intersections.

Appropriate locations for avenues:

Avenues are the engines that permit streets and lanes to be workable. Avenues should be placed every 8 blocks, or more frequently, to permit easy and efficient access to lanes and streets. Avenues can have on-street parking and bike lanes and also serve as transit corridors. As a general rule, a resident should not have to walk more than four blocks to reach transit service.



Faster speeds (30-35 mph) on avenues are assured with appropriate design. A typical section has two lanes, a median with left turning pockets or a third lane. Bike lanes are essential if medians are more than 150 feet long. Bike lanes create more turning radii, better sight distance and allow motorists to pull into them to let the responder pass. Avenues are often well landscaped to create a sense of place. When used as gateways into a neighborhood center they provide a sense of arrival. Avenues owe their success to well-designed intersections that keep traffic moving.



Traditional Neighborhood Street Building Blocks

6 Boulevards

Boulevards are one of the big traffic engines

Boulevards can include up to six lanes, but typically are four lanes, with extra lanes at intersections. Boulevards often carry 20-40,000 vehicles per day, and at times up to 60,000. New boulevards are designed to be bicycle- and pedestrian-friendly, and include medians, refuge islands, bike lanes and transit. Boulevards easily manage traffic at 30, 35, 40 and 45 mph, based on adjacent land uses. Well-designed boulevards have limited access, so as to maintain roadway efficiency and improve safety.

Disadvantages to Responders: None.

Boulevards provide essential speed and movement for responders. They are well connected to avenues, with some streets and lanes branching off from appropriate locations.

Comments:

1. Stopped conditions on boulevards are minimized. Stop sign controls are never used. If signals are used, fire truck activated signal controls (Opticom style) will help keep responders moving.
2. Roundabouts may be a preferred intersection treatment to keep the traffic queues empty at most or all times.
3. If continuous medians are used, bike lanes are essential, to provide a space for motorists to pull into to let responders pass.

Appropriate locations for boulevards:

Boulevards are often laid out on a classic one mile grid, and in challenging geography often follow river valleys or lake shores or ridge lines, and provide high levels of connectivity to avenues and other streets. Used in this fashion the boulevard often becomes a corner or border for traditional and conventional neighborhoods. It is essential that roadway investments go into keeping these facilities strong and healthy. Building boulevards with too many lanes can create new problems, so the general rule is to **widen intersections** and keep the main portions to only those lanes that are needed. Bike lanes are essential. In some cases medians can be reinforced to permit responder vehicle crossover to avoid strangled signalized intersections.



Boulevards can allow for movement of 20-40,000 vehicles daily, and sometimes more. A good network of boulevards is needed to give higher speed access to distant destinations. Boulevards should not be overbuilt. They need to move cars, trucks, bicycles, pedestrians, and transit vehicles. As with avenues, boulevards require well-designed intersections to keep traffic in motion. Medians add to capacity and safety (often doubling safety of roads with five or more lanes) and make it possible for pedestrians and bicyclists to cross at important points.



Traditional Neighborhood Street Building Blocks

7 Parkways

Parkways are lower impact highways

Parkways have the potential to move far more traffic than a boulevard. Parkways have few intersections and carry traffic long distances without interruption. It is possible to move 40-80,000 vehicles per day on a well designed parkway. There are no driveways, and very few left hand turns permitted in a parkway. Parkways can be designed to allow emergency responders to jump the median island at key locations. Motorists are forced to turn right in and right out. Special U-turn pockets can be included to allow vehicles to double back.

Disadvantages to Responders: None.

Parkways assure high speed 40-60 mph travel. Parkways provide access to regional destinations. Access to avenues, lanes, streets, and even some trail connections, can be built into the system.

Comments:

1. Parkways must be designed to permit the responder to jump the median at all access entries.
2. In some cases bollards are used to prevent motorist access. However, the bollards are rarely needed. A sign and low curbing will keep motorists from attempting illegal entries.

Appropriate locations for parkways:

Parkways should only be located in suburban and semi-rural areas. Freeways can be designed with parkway elements. Some locations for future freeway corridors should be designed as parkways to reduce the environmental, social and other impacts associated with freeway design.



Parkways are the powerhouse of movement. Think of a parkway as a wholesome, highly efficient form of a freeway without the land consumption of on and off ramps. Only a few towns have them. New portions of towns and cities have the opportunity of using these efficient movers of vehicles, while accommodating bicyclists and pedestrians along parallel trails. This parkway in Bellevue, Washington (above), has been on the ground for 20 years. It easily moves 41,000 vehicles per day, using 4-lanes and limited traffic signals. Access, even to side streets, is highly restricted. No left turns are permitted into or out of most side streets. Instead, U-turn pockets are provided. Meanwhile, emergency responders are given additional access by crossing over on specially lowered median sections (below).



8 Intersections

Efficient intersections move all modes

Intersections are places to safely orchestrate the conflict between cars, cyclists and pedestrians and to provide for efficient movement of all modes.

Disadvantages to Responders: None.

Well built intersections are needed to keep responders in motion. In some settings, activated signal controls (Opticom style) allow the fastest and most uniform flow of traffic. In others cases, roundabouts are a superior tool, keeping the intersection free of traffic build-up more hours a day than through conventional signal controls. Traffic modeling can be used to determine which tool is likely to perform the best.

Comments:

1. In most settings, signal systems can be refined to allow an emptying of traffic queues while responders are approaching.
2. In some settings, 4-way stop controls are effective. However, as roadway volumes increase, signals or roundabouts perform best.
3. Two-lane roundabouts can be effective at dealing with volumes as high as 50,000 cars per day, keeping traffic queues to a minimum most times of the day.
4. Intersections can be designed to work efficiently by keeping driveways several hundred feet away from the intersection, adding medians with turning pockets, and right turn lanes with pork chop islands (as seen in the lower right corner of the top photo).



Pedestrian friendly intersections are built at a scale to keep traffic in motion. Overly wide intersections complicate safety, access and pedestrian issues. The above intersection at Connecticut and "K" Streets in Washington, D.C. is an excellent example of a top performing intersection that is not overly wide and accomodates pedestrians. Clearwater, Florida collapsed three nonsignalized and three signalized intersections into one roundabout intersection (below). The alteration allows another 20,000 vehicles to move (40,000 to 60,000), plus it also accomodates 6-8,000 pedestrians on special weekend days at the beach.



Traditional Neighborhood Street Building Blocks

9 On-Street Parking

On-Street Parking should not get in the way

An important goal of traditional and environmentally sensitive, smart growth neighborhoods is to reduce the number of driveways, off-street parking and other permeable surfaces that lead to water runoff, heat gain and other ill effects. On-street parking is an important resource. However, when we combine more compact development with reduced off-street parking, the increased number of people parking on-street can create an operations problem. There are several ways to maintain open spaces for fire-fighting operations short of restricting parking altogether.

Create “No Parking” Spaces by Design

People find it difficult to park in the following locations: At driveways, marked crosswalks, at mail pick-up stations, alleyways, tee intersections and other places where such illegal parking would not go unnoticed. Although in many locations drivers will obey “no parking” or “no standing” signs and red curbs, design constraints often work best.

Comments:

1. Place a double set of driveways every 200 or 300 feet, or at other distances prescribed by the fire department or fire marshall.
2. Place alleys on short connector blocks across from one another to achieve the same goal.
3. Place mail box clusters, curb extensions or other treatments at locations where residents and guests will find it inappropriate to park.
4. Since police rarely have a chance to notice and correct inappropriate parking behavior, ask neighborhood leaders to take charge of notifying illegal parkers or to alert police of ongoing problems.

Appropriate placement:

Protected open street space is appropriate at regular intervals set by the fire department or fire marshall. Generally, space is needed every 200-300 feet, or at each mid-block hydrant location.



Signs and painted curbs have some effect in preventing illegal and problematic parking. A surer measure is to have the developer build double sets of driveways and crosswalks to create a no-parking zone that is visually obvious and will be enforced by the neighborhood. Similar treatments are created through placement of alleys, tree wells, curb extensions and combinations of other treatments. Where dwelling unit densities are low, parking is not likely to be an issue. In the bottom photo the double driveways located across from a driveway and hydrant create space for emergency operations.



Traditional Neighborhood Street Building Blocks

10 Other Techniques

GIS-aided response

Many cities are purchasing improved vehicle computer systems to aid in their response to greatly increased traffic and a need to get diverse equipment to difficult neighborhood locations. In-vehicle display systems can map the best route choice, indicate the locations of all traffic calming measures, identify traffic buildup locations and show the routes of travel of other responders who are on their way and already at the site.

These systems have become commonplace in enforcement. Communities should consider their high rate of return for medical and fire response. With more and more challenges being placed in and around neighborhoods, these systems can prove to be a highly valuable, if not essential, tool to achieve community goals.

Neighborhood fire stations

Fire administrators and city management must continue to measure the value and importance of new or relocated stations to provide rapid response.

Smaller, appropriate size equipment

Emergency response administrators in historic towns with tight street geometry know the importance of using equipment that gives the fastest response times. Why should it be different in towns with wider streets? Big equipment is often not as desirable as lighter-weight, faster-accelerating equipment.

Unfortunately, the decision on what equipment to purchase and operate is not always simple. Pressures to purchase the largest piece of emergency equipment must be measured against the end goal of getting teams to the emergency in a timely manner.

Many Australian fire departments are critical of U.S. practices. They are purchasing less and less equipment from our country, opting instead to go with Swedish and other equipment that give them improved response and improved insurance and performance ratings. It is likely that, in time, our manufacturers will provide more options. But, until such equipment becomes readily available administrators should look for the equipment best suited to the mission.



Stations in revitalized downtowns, near new traditional neighborhoods and other locations provide faster response times. Efficient response times should be a widely held community value. In some cases, changes in streets, traffic patterns, land uses and other changes will lead to an evaluation of station locations, size of units, better emergency equipment and computer-aided response equipment. More than ever, responders must rely on new technologies. Just as systems are adapting to change, so must our ability to plan and place new types of streets and treatments.



Reference Material and Additional Resources

Resources on Traffic Calming and Emergency Response

The following list of references provides added background on this emerging topic. While we do not agree with all of the claims made in these documents, we believe they are helpful in gaining a better understanding of the issues. In the final analysis, it is essential that this material be balanced with a holistic approach that applies the information in this manual along with other sources to fit local conditions.

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Railey, Melinda A. "The Impact of Traffic Management Programs on the Delivery of Fire Suppression and Emergency Medical Services." Professional Report presented to the Faculty of the Graduate School of the University of Texas at Austin in partial fulfillment of the requirements for the degree of Master of Science in Community and Regional Planning. 1996. www.ite.org/traffic/documents/tcir0362.htm. (103 pages)

Resources on Traditional Neighborhood Design

- Burden, Dan et al. *Street Design Guidelines for Healthy Neighborhoods*. Local Government Commission. 1999.
- Calthorpe, Peter. *The Next American Metropolis: Ecology, Community, and the American Dream*. Princeton Architectural Press. 1993.
- Duany, Andres; Plater-Zyberk, Elizabeth and Speck, Jeff. *Suburban Nation: The Rise of Sprawl and the Decline of the American Dream*. North Point Press. New York. 2000.
- Duany, Andres and Plater-Zyberk, Elizabeth. *Towns and Town-Making Principles*. Rizzoli. New York. 1991.
- Katz, Peter. *The New Urbanism: Toward an Architecture of Community*. McGraw Hill. 1993.
- Leccese, Michael and McCormick, Kathleen, editors. *Charter of the New Urbanism*. McGraw Hill. 2000.

Additional Resources

For those interested in reading more about street design issues, the following books and documents may be of interest:

- A Guidebook for Residential Traffic Management*. Washington DOT. 1994.
- Anderson, Stanford, Editor. *On Streets*. MIT Press. 1986.
- Appleyard, Donald. *Livable Streets*. University of California Press. 1981.
- Engwicht, David. *Reclaiming Our Cities and Towns: Better Living With Less Traffic*. New Society Publishers. 1993.
- Flexibility in Highway Design*. Federal Highway Administration. (FHWA-PD-97-062). 1997.
- Jacobs, Allan B. *Great Streets*. Massachusetts Institute of Technology. 1993.
- Jacobs, Jane. *The Death and Life of Great American Cities*. Random House, Inc. 1961.
- Kobza, Kim Patrick. *There Goes the Neighborhood, Protecting Your Home and Community From Poor Development Choices*. Neighborhood America Press. 1998.
- Ramali, Raquel. *How To Save Your Own Street*. Doubleday and Co.,
- Residential Streets, Second Edition*. American Society of Civil Engineers (ASCE) and Institute of Transportation Engineers (ITE). 1990.
- Residential Street Design and Traffic Control*. Institute of Transportation Engineers. 1989.
- Southworth, Michael and Ben-Joseph, Eran. *Streets and the Shaping of Towns and Cities*. McGraw-Hill. 1997.
- "Streets: Old Paradigm, New Investment." *Places* magazine. Volume 11, No. 2. Summer 1997.
- Taking Back Your Streets*. Conservation Law Foundation. 1995.
- Traffic Engineering Handbook, Fifth Edition*. Institute of Transportation Engineers.
- Vernez Moudon, Anne. *Public Streets for Public Use*. Columbia University Press. 1991.

Appendix

Speed Reduction Saves Lives

How effective is traffic calming in reducing crashes and crash severity? Extensive work in Europe and America reveals substantial improvement in safety at speeds appropriate to neighborhoods. Most traffic calming and traffic management programs reduce crashes in neighborhoods by 20% to over 90%.

How is this so? As the top graph illustrates, casualty rates grow exponentially as speed increases. There is a high survival rate when pedestrians or bicyclists are hit at speeds of 15-20 mph.

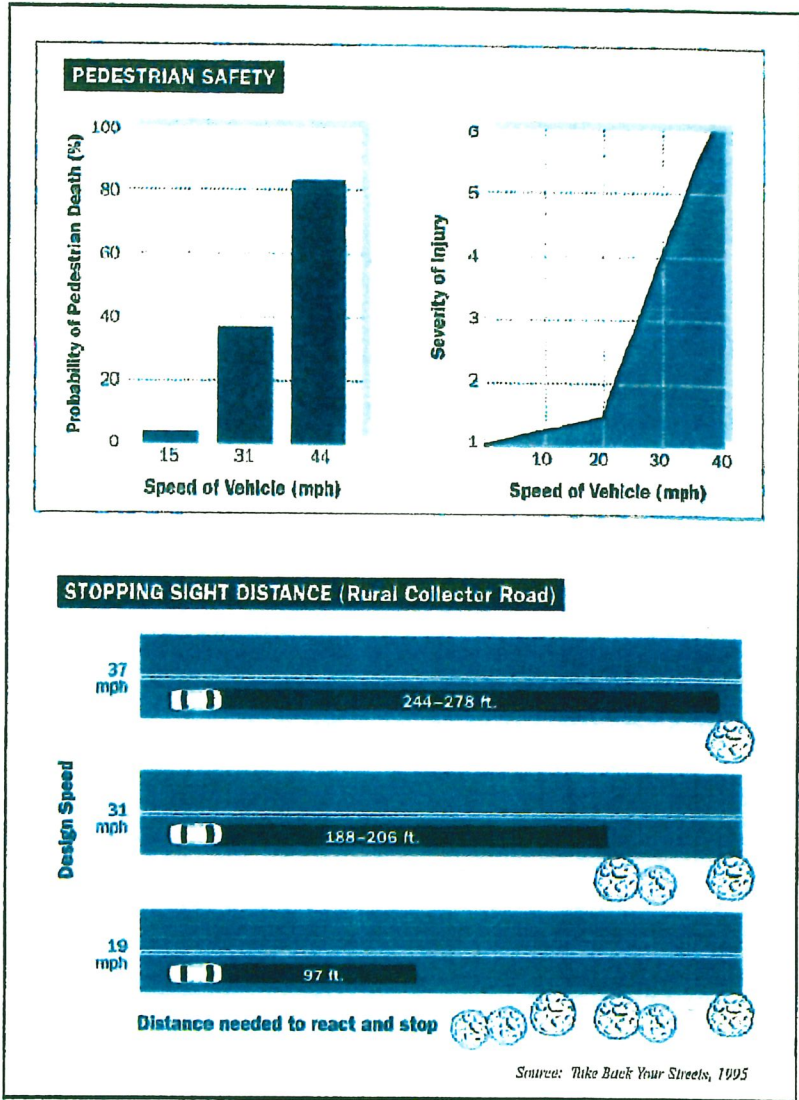
Injuries become quite severe at 30 mph, and catastrophic at speeds of 40 mph and higher. High speeds (above 25 mph) have never been appropriate to a neighborhood. Yet current designs induce higher-end speeds.

Some studies reveal that children, and especially teenagers in suburban neighborhoods, are at greater risk of losing their lives in traffic crashes than their counterparts in inner city locations who often deal with gang-related violence.

The lower graphic illustrates how critical reaction time drops dramatically as speeds increase.

Today the greatest source of danger in modern neighborhoods for people of all ages is not the house fire, but traffic.

Thus, one of the greatest ways the fire, police and other safety partners in a community can address community safety needs is to advocate low-speed, efficient neighborhood streets.



Traffic related deaths and injuries of children is a growing national concern. The Centers for Disease Control and Prevention and the "Let Kids Live" coalition, have learned that young children are more likely to die as a result of traffic crashes than through all childhood diseases combined. Reduction in traffic deaths and injuries is best handled through an aggressive campaign for seat belt and child restraint compliance, and by reducing vehicle speeds in neighborhoods where children spend much of their time. Only through better designed traditional neighborhoods, and aggressive efforts at traffic calming conventional neighborhoods, will these important community and national goals be achieved.



Local Government Commission www.lgc.org

A nonprofit, nonpartisan, membership organization, the Local Government Commission is composed of forward-thinking, locally elected officials, city/county staff, and other interested individuals. The LGC inspires and promotes the leadership of local elected officials to address the problems facing our communities by implementing innovative policies and programs that lead to efficient use of civic, environmental and economic resources.

The LGC has produced additional street design and safety publications, including *Street Design Guidelines for Healthy Neighborhoods*, *Streets and Sidewalks, People and Cats – The Citizens' Guide to Traffic Calming*, *Designing Safe Streets and Neighborhoods*, and *Land Use Planning for Safe, Crime-Free Neighborhoods*.





After Recording Return To:
Kamm Creek Investments, LLC
125 Rosemary Way
Lynden, WA 98264

Document Title: Covenants Conditions & Restrictions
GRANTOR: Kamm Creek, LLC
GRANTEE: Kamm Creek, LLC
Legal Description: 1. E 5 AC S1/2 NE1/4 SW1/4, S15, T40N, R3E
2. S 1/2 NE1/4 SW1/4, S15, T40N, R3E
Full Legal Description of Property per Exhibit A
Assessor's Tax Parcel #
1. 400315183163 0000
2. 400315248165 0000

KAMM CREEK
PLANNED RESIDENTIAL DEVELOPMENT

INTRODUCTION TO COVENANTS, CONDITIONS AND RESTRICTIONS AND
ARCHITECTURAL CONTROL STANDARDS

Building a new home can be a very exciting and enjoyable experience. Those of you who have been through the process before know what a busy, sometimes crazy, but ultimately satisfying process it can be. There are meetings with your designers and builders, plans to review and revise and lots of details to consider and shop for—items that will make your new home reflect your own individual taste and style.

As with most other privately developed residential communities, the building of homes at Kamm Creek PRD is controlled by a set of general guidelines and rules, called the Covenants, Conditions and Restrictions (CC&Rs) and a set of Architectural Control Standards (ACSs).

The purpose of these CC&Rs and ACSs is to help ensure that all the homes and yards are designed in a way which preserves the natural beauty of its attractive surroundings, to establish and maintain a consistent set of design guidelines for the community, to promote an orderly construction process and to allow your community to be operated in an organized and harmonious way on an ongoing basis thereafter.

The objective of these provisions is not to make every house look similar but to encourage attractive designs and a high standard of detailing and finishes. Your cooperation will help eliminate undesirable inconsistencies and your close attention to good design will protect and enhance not only your own property, but all property values at Kamm Creek PRD—surely a worthwhile goal which will be to everyone’s direct benefit!

We encourage you to read the attached pages carefully, to provide a copy to your designer and contractor and to keep them close at hand for a reference guide to your design decisions. Many misunderstandings, expenses and disappointments can be avoided by carefully following these guidelines.

With the assistance of you and your design and construction teams, these CC&Rs and ACSs will help ensure that Kamm Creek, PRD becomes a very distinctive and attractive residential community in Lynden.

KAMM CREEK PLANNED RESIDENTIAL DEVELOPMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS & ARCHITECTURAL CONTROL STANDARDS FOR KAMM CREEK, PRD COMMUNITY

THIS DECLARATION is made and entered in to on the date last below written by the undersigned Developer, Kamm Creek Investments, LLC, a Washington limited liability company (hereinafter referred to as the “Developer”), for the purpose of establishing certain covenants, conditions and restrictions (hereinafter referred to as the “CC&Rs”) and certain architectural control standards (hereinafter referred to as the “ACSs”) affecting certain real property situated in Lynden, Whatcom County, Washington, and more particularly described on Exhibit A which exhibit is attached hereto and incorporated herein and referred to herein as the “Property”. Kamm Creek, PRD is referred to herein as the “Plat”. These CC&R’s and ACS’s are subject to any overriding requirements of the City of Lynden regarding development or building codes or standards and the conditions of approval of the Kamm Creek Planned Residential Development Agreement (“PRD Agreement”).

NOW THEREFORE, the Developer hereby grants, reserves and declares that the CC&Rs and ACSs herein set forth shall inure to the benefit of and be binding upon the respective owners of each lot, tract or parcel of the Property, any lots created by subdivision of the Property and

any real property annexed thereto, and further grants, reserves and declares that all of the Property is held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following CC&Rs and ACSs for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof. All of the CC&Rs and ACSs expressed herein shall run with the land and be binding upon the parties having any right, title or interest in the Property, and any real property annexed thereto, or any part thereof.

1. CONSTRUCTION STANDARDS

1.1 General Considerations

These construction guidelines are primarily designed to maintain a safe and appealing neighborhood environment for existing residents and potential buyers during construction of homes in the Plat. The guidelines are not intended to overly constrain contractors but simply to provide enough control to ensure an orderly construction process.

1.2 Permitted Working Hours

Construction activity will be permitted from 7:00 a.m. to 7:30 p.m. on weekdays and from 8:00 a.m. to 6:30 p.m. on Saturdays and Sundays.

1.3 Completion Schedule for Houses

Construction of all buildings on a lot shall be carried out diligently from commencement of the work until the exteriors are fully completed (including painting, weather permitting). The maximum time limit for construction, excluding landscaping, is eighteen (18) months from the date of commencement of site work.

No occupancy of a house may occur until after full completion of construction of its exterior.

If a lot owner does not commence construction of a house or has not planted the entire lot with a lawn and permitted landscaping by the later of one (1) year after final plat approval is received by Shea Street Homes, PRD or six (6) months after the closing of the lot purchase, he/she will be required to hydroseed the entire lot with two (2) ounces per one hundred (100) square feet of coverage of the following grass/wildflower mix:

thirty percent (30%) Northwest Wildflower Mix and seventy percent (70%) Spartan Hard Fescue.

1.4 Completion Schedule for Landscaping

Completion of all landscaping work and exterior lighting installation on a lot shall be carried out diligently from commencement of the work until full completion, which must occur within sixty (60) days of issuance by the City of Lynden of the occupancy permit for the house. Exceptions will be granted in the case of snow cover or frozen ground conditions or other substantial inclement weather.

1.5 Environmentally Sound Building Materials

Designers and contractors are strongly encouraged to specify and utilize building products and systems that are environmentally sound, provided such materials are of sufficient quality and are cost competitive. Such products may fall in to a number of categories:

- they contain recycled content;
- they consume less raw material resources to achieve the same purpose;
- they are energy efficient; or
- they are safe for the installer and the residents in terms of potential toxicity.

Energy efficiency may come in to play at many levels such as the embodied energy (that is, the energy necessary to produce the product itself) being relatively low, or the product acting to reduce the energy necessary to heat or cool the home.

Products that fall within the above parameters are many and their numbers are growing daily. For example, many products contain recycled content such as quarry tile made from windshields, cellulose insulation made from recycled paper and "Meadow Board", an interior wallboard made from rice straw (otherwise a waste product which is slash-burned). Non-toxic paints and coatings give off no harmful gases and generate far less hazardous waste in their manufacture. Pre-engineered wood web joists use less wood than their solid sawn counterparts.

Further information on these and many other environmentally sound building materials can be obtained through environmental information services such as Environmental Resource Services, Suite 623, 1155 North State Street, Bellingham, Washington 98225, (206) 676-5723 (a free service affiliated with the Whatcom County Recycling Program) and the Third Arrow Project at (206) 671-2365.

1.6 Compliance with Governmental Codes

All construction work at Kamm Creek, PRD shall be carried out in a first class, professional manner and must fully comply with all federal, state and municipal requirements, development agreements, ordinances, by-laws and building codes.

2. CONSTRUCTION METHODS

2.1 Excavation Near Trees and Survey Stakes

Extreme care shall be taken when working and excavating close to trees. Damage to roots, contact of the tree with construction equipment or changing the grade of the land immediately around the base of trees should be avoided where reasonably possible. If the owner or the owner's contractor determines that damage to a tree or trees on a lot or in the street boulevards cannot be avoided as a result of required construction activities, the affected tree(s) may be removed or damaged in a careful and workmanlike manner after obtaining all proper permits and approvals.

Survey stakes lost or moved by the lot owner or lot owner's contractor must be reinstalled by the project surveyor at the expense of the owner.

2.2 Erosion Control

Provisions shall be made at each construction site as may be reasonably required to control erosion such as straw bales, seeding and shielding excavations through the use of material such as ground fabric.

2.3 Construction Debris and Site Clean-Up

Owners and their contractors shall take all normal steps to keep the streets, and neighboring lots free of trailers, job toilets, construction materials, mud, dirt and construction debris. The construction site and surrounding areas should be regularly monitored for unnecessary construction debris and for drainage and mud slides onto neighboring lots and into storm drains. During construction the road in front of the lot should be kept broom clean and the catch basin kept clear of debris and in working order at all times.

2.4 Storage and Disposal of Construction Materials

Construction materials should be neatly stored on site at the end of each construction day. Construction waste and garbage should be disposed of in a large on-site temporary trash receptacle or removed from the site as required to prevent an unsightly build-up of waste materials.

Contractors are encouraged to recycle their waste materials. In many cases, recycling can turn out to be less costly than conventional disposal. Many materials can now be picked up for recycling on job sites, such as: cardboard, kraft paper, sheetrock scrap, lumber and plywood, scrap metal, and pallets and other wood wastes.

Further information can be provided by environmental information services such as Environmental Resource Services, Suite 623, 1155 North State Street, Bellingham, Washington 98225, (206) 676-5723 (a free service affiliated with the Whatcom County Recycling Program) and the Third Arrow Project at (206) 671-2365.

2.5 Construction Equipment

Lot owners and their contractors shall take normal precautions to prevent damage to installed roadways, curbs, sidewalks, services and trees and vegetation in the road

right-of-way. In particular they shall adequately protect sidewalks and curbs when it is necessary to drive construction vehicles across them. Lot owners and their contractors shall be responsible for the repair of damage to public or private improvements if the damage is caused by their activities, even if:

- a) the cause of damage is unknown;
- b) the identity of the party causing the damage is unknown; and/or
- c) the party causing the damage does not pay for the repair for any reason.

2.6 Conduct of Workers

The impact of construction activities on neighboring residents must be kept to a reasonable minimum by treating neighbors in a courteous manner. Issues including parking, use of job toilets, construction crew pets (which must be kept on a leash at all times), loud music, speeding, use of profanity, and the borrowing of power, water or phone services from neighbors.

3. SERVICE CONNECTIONS

Upon final plat approval, each lot will be serviced with water, sanitary sewer, storm sewer, electricity, gas, telephone and cablevision. All services are underground and all connections to homes similarly must be built below grade. The suppliers of the services are as follows:

- Water: City of Lynden
- Sanitary Sewer: City of Lynden
- Electricity: Puget Sound Energy
- Gas: Cascade Natural Gas
- Cablevision: Comcast

Connections to water mains, sanitary sewers and storm sewers shall be made in accordance with City of Lynden regulations and the development agreement which governs the Kamm Creek, PRD. Authority for such connections must be obtained by making the necessary application for a Building Permit to the City of Lynden and by paying all applicable hook-up and related fees.

Arrangements shall be made with the above suppliers of electrical, gas, telephone and cablevision services for the supply of these services by means of underground connections to the owner's home and for the payment of any fees charged in relation to such connections.

It is acknowledged that the Developer shall have no liability for any costs initiated by the lot owner related to the installation, servicing or maintenance of any services or products supplied by any of the aforementioned utilities and service suppliers. The developer reserves the right to recover any and all amounts that are refundable for the initial installation of utility services.

4. GENERAL CONSIDERATIONS

4.1 Compliance with CC&Rs and ACSs

All construction and landscaping work carried out on any lot located within the Property must be in complete conformity with these CC&Rs and with the ACSs related to such lot as such may be amended from time to time, and must be in strict compliance with the plans which have been approved in accordance with such standards.

4.2 Enforcement

Each lot owner, including the Developer, individually or any group of lot owners acting together has the right to enforce the provisions set out in these CC&R's and ACS's. The City of Lynden shall also have the right to enforce the provisions set out in these CC&R's and ACS's. If any owner of a lot shall violate or allow the violation of any of the provisions of these CC&Rs or the ACSs, it shall be lawful for any owner(s) of any other lot(s) or the City of Lynden where applicable, to prosecute and proceed at law or in equity against such violating owner to correct the violation or to recover damages related thereto, notwithstanding the fact that such errant owner may have subsequently ceased to hold title to a lot located within the Property.

4.3 Amendments and Expiration

These CC&Rs and ACSs will expire and cease to have any force and effect on December 31, 2070 unless the owners of at least 50.1% of the lots located within the Property vote to extend these CC&Rs and ACSs, in which case they will remain in full force and effect for ten (10) year intervals thereafter. At the end of each ten (10) year interval, expiring on December 31, 2080, December 31, 2090 and so on, a 50.1% vote will be required to maintain these CC&Rs and ACSs in full force and effect; otherwise they will automatically expire.

Any provisions of these CC&Rs and ACSs can be terminated or amended at any time upon the vote of the owners of at least sixty-six and two-thirds percent (66 2/3 %) of the lots located within the Property and the filing of such amendment(s) as legally required. At the scheduled termination dates as set out in the preceding paragraph, amendment will require the vote of owners of only 50.1% of the lots located within the

Property. Any costs associated with such amendment(s) will be borne equally by each lot owner.

4.4 Intentionally left blank

In the event of any legal action or any formal dispute resolution proceedings that arise out of the enforcement of any of the provisions of these CC&Rs and/or ACSs the substantially prevailing party shall be entitled to reimbursement from the breaching or offending party for the reasonable legal fees and dispute resolution costs incurred by the substantially prevailing party.

At any time prior to the effective termination date for these CC&Rs and ACSs, upon the vote of the owners of at least sixty-six and two-thirds percent (66 2/3 %) of the lots located within the Property, a homeowners association comprised of the Kamm Creek, PRD Plat lots will be formed under Washington law. All costs associated with the ongoing activities of the homeowners association shall be borne equally by each lot owner. Upon formation, said homeowners association shall have the right to enforce all the provisions of these CC&Rs and ACSs and to assess any costs thereof equally among each lot owner.

4.5 Grantee's Acceptance

The grantee of any lot located within the Property by acceptance of a deed conveying title thereof, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of the provisions contained in these CC&Rs and the ACSs as they pertain to such lot, and by such acceptance shall for himself/herself, his/her heirs, personal representatives, successors and assigns, consent and agree to keep, observe, comply with and perform all the provisions of these CC&Rs and the ACSs pertaining to such lot.

4.6 Protection of Holder of Mortgage or Deed of Trust

No violation or breach of any provision contained in these CC&Rs and the ACSs and no action to enforce the same shall defeat, render invalid or impair in any way the lien of any mortgage or deed of trust held on any lot located within the Property, or the title or interest of the holder thereof, or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, acquire title to any such lot subject to the provisions of these CC&Rs and the ACSs as pertains to such lot.

4.7 Sales Office/Model Home

The Developer reserves the right to maintain a sales office/model home on a lot or lots within the Property for the purpose of selling and re-selling lots within the Property or within neighboring plats. The Developer reserves the right to place and maintain "for

sale” signs on any lot within the Property until such time as the sale of such lot by the Developer has closed.

4.8 Easements

Easements for drainage, sewers, water pipes and utilities, facilities and service (including, but not limited to water supply, electricity, gas, telephone, cable and television) are hereby reserved over, under, upon and through all roadways, walkways and certain portions of lots as shown on the final plat maps of all plats located within the Property in which to install, repair, renew, operate, maintain and inspect underground pipes, sewers, conduits, cables, wires and all necessary facilities and equipment for the purpose of serving such plats, together with the right to enter upon said easement areas for or pertaining to the aforesaid.

4.9 Damages

Each owner agrees that being in violation of the restrictions herein set forth may constitute an injury or damage to some or all of the other owners, which damage shall be deemed to be impossible to quantitatively measure. As a result, any or all of the other owners, in addition to all of the other remedies at law and at equity, will be entitled to a decree or order restraining or legally prohibiting any breach of any of the provisions of these CC&Rs and the governing ACSs, and any owner in breach of any such provisions hereby agrees that he/she will not plead in defense thereto that there would be an adequate remedy in law.

4.10 No Waiver of Other Laws

The provisions contained in these CC&Rs and the ACSs shall not relieve any owner of the requirement to observe the by-laws, ordinances and other requirements of the City of Lynden, all development agreements between the Developer and the City, and the obligations and liabilities imposed by statute or common law on the owners and occupants of the lots, all of which must be duly observed and complied with.

4.11 Failure to Enforce Not a Waiver

Failure to enforce any provision of these CC&Rs or the ACSs shall not operate as a waiver of any such provision or of any other provisions contained herein.

4.12 Severability

If any provision of these CC&Rs or the ACSs is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity or enforceability of any other provision contained herein.

4.13 Time of Essence

Time shall be of the essence of these CC&Rs and ACSs.

Special Requirements

A. USE OF PROPERTY/QUIET ENJOYMENT

a.1 Use of Property

All lots located within the Property shall be used exclusively for permanent residential purposes. No commercial sale of goods is permitted to be carried on from any lot. Provided such use is permitted by the City of Lynden, the above restrictions will not prohibit physicians, lawyers, accountants, architects, writers, artists or other professional men or women from having their offices or studios in their house, or any other traditional home business that employs no more than two (2) individuals who are not living in the house.

a.1.1 Further Subdivision

Any further subdivision of lots from that shown in the Plat is subject to compliance with applicable subdivision law and the approval of all governmental bodies having jurisdiction.

a1.2 Disturbance of Neighbors

No owner or occupant of any lot shall allow any act of nuisance to originate from his/her lot. No rubbish, debris or unsightly materials of any kind shall be placed or be permitted to accumulate on any portion of a lot, nor shall any odors or loud noises be allowed to emanate from any lot that are offensive or detrimental to any persons occupying any other lots located within the Property. The emission of airborne particulate matter from a lot is also not permitted in sufficient quantities so as to be injurious to human health or property or objectionable to neighboring residents, acting reasonably. No exterior speakers, horns, whistles, bells or other sound devices except security and fire alarm devices used exclusively for such purposes, and no plant, animal, device or other thing whose normal activity or existence is in any way noxious, dangerous, unsightly, or unpleasant or the nature of which might significantly diminish the enjoyment of neighboring residents shall be maintained on any lot.

a1.3 Pets and Livestock

No owner or occupant of any lot shall keep or permit to be kept any livestock or other animals of any kind except for domesticated household pets, which pets shall not be permitted to run wild or uncontrolled within the Property. No pet shall be allowed to make an unreasonable amount of noise or to become a

significant nuisance. No premises on any lot shall be used for the breeding or boarding of household pets.

a.2 KEY DESIGN CONSIDERATIONS

a.2.1 Preferred Architectural Design

a.2.1.1 Overall Form and Style

Each lot within the Kamm Creek, PRD may be used only for residential purposes (except home offices as permitted above in Section a.1.1 and as allowed by the City of Lynden). "Residential purposes" shall mean the construction of a single family dwelling on each lot as allowed in the plat conditions for Kamm Creek, PRD.

Traditional and contemporary forms of architecture are acceptable. Home designs incorporating generous uses of front porches, gables and dormers are encouraged.

a.2.1.2 Elevations and Decks

All sides of houses fronting streets on corner lots require full elevational treatment. On street-fronting elevations and large areas of non-articulated wall are discouraged.

a.2.1.3 Entries

Front entry doors shall be visible from the street, prominently featured, well covered and well lit. Large useable front porches are encouraged.

a.2.1.4 Garages

All houses will be built with enclosed two or three car garages, integrated architecturally with the residence. Detached garages are permitted subject to City of Lynden zoning code. Garage doors should not dominate the street side of the house. No garage doors over eight (8) feet in height are allowed.

a.2.2 Building Envelopes

Lot coverage and setbacks are according to the City of Lynden approved Kamm Creek PRD Development Agreement attached as Exhibit C.

a.2.3 House Heights and Changes to Existing Grade

Houses are to be designed to respond to existing lot grade conditions. Extensive filling or recontouring of building sites should be minimized. No fill shall be added to any area within the lots that are designated as Flood Plain on the Building height limits are

according to the City of Lynden approved Kamm Creek, PRD Development Agreement attached as exhibit C.

a.2.4 House Colors

Exterior colors shall be varied from house to house with the same color not repeated in neighboring houses. A variety of colors is encouraged but overly bright or dramatic colors should be avoided.

a.2.5 Exterior Wall Materials

All exterior faces of the houses must be finished in either stone or brick, solid wood, fiber cement siding or stucco. Architectural metals are allowed except aluminum, steel, or vinyl lap siding. Exposed concrete foundations must be limited to a height of 12 inches above the finished grade, except for steeply sloping sites where slightly greater exposures are permitted. Any use of masonry requires the transition from masonry to other siding materials to occur only at inside corner locations to prevent the "edge" of masonry showing.

a.3. EXTERIOR DESIGN CONSIDERATIONS

a.3.1 Ancillary Buildings

Any ancillary buildings to be built on any lot such as tool or storage sheds, regardless of when they are built, are subject to all of the same design parameters set out in these CC&Rs and ACGs governing house design. The size and design, including materials and colors, of any ancillary building on a lot must be complimentary to the house.

a.3.2 Roof Design

Roof design is an important element in house design. Roofs with intersecting and varied slopes and gables, and deep roof fascias are encouraged. Roof pitches can vary, but shall be consistent with the style or design of the house. Roof penetrations including dormers and clerestories create interesting, attractive interior spaces and are strongly encouraged. Their location on the roof is important in avoiding an over-decorated, visually confusing appearance. Rooftop access stairways, vent shafts, mechanical equipment and utility structures shall be screened from view where possible.

a.3.3 Roof Materials

Roof materials are limited to natural cedar shakes or shingles, concrete or clay tiles, slate or textured 30 year-plus mineral surfaced composition shingles or concealed fastener standing seam metals.

a.3.4 Window Design and Materials

Window sizes and styles shall be consistent with the overall architectural style of the home. Window frames must be constructed of wood, vinyl, fiberglass or aluminum. Window mounted HVAC units are not permitted.

a.3.5 Screening of Antennae

No television, radio or satellite antennae, receivers, dishes or other telecommunications devices shall be installed on any portion of any lot unless contained entirely within the interior of a building or in the backyard, if installed on the roof the device shall be hidden from the neighboring streetscape as much as possible.

a.3.6 Chimney Design

Exterior chimneys visible from the street in front of the house are to be continuous to grade, not cantilevered. Exposed metal chimneys are not permitted below the roof. Decorative or corbelled caps are encouraged.

a.4. LANDSCAPING

a.4.1 General Landscaping Considerations

The specific provisions of these CC&R's and ACSs govern landscaping of only the front yards and side yards abutting flanking streets. The front yard is defined as that area of the lot lying between the front wall of the house (as "extended" in a straight line to the side property lines) and the street right-of-way. The landscape design of the front yard is an integral part of the overall attractiveness of the community. As a result, it is important to all homeowners that a minimum standard of quality be maintained. However, the following guidelines are not intended to control personal expression or limit design in the development of front yards.

The front yard landscape plan shall incorporate generous plantings of trees and shrubs, both coniferous and deciduous in "natural" groupings. Large expanses of lawn, uninterrupted by plantings, are not acceptable. Street trees of a minimum two (2) inch caliper shall be included at not greater than sixty (60) foot spacing along street frontage.

Accents such as hanging baskets, perennials and annuals are encouraged. Flowering plants should be clustered to maximize their visual effect. Artificial features such as statuary and precast ornaments are not encouraged in the front yards.

Front yards shall be well maintained by the owner at all times. Each owner's maintenance responsibility will include the strip of vegetation lying between his front property line and the concrete curb of the roadway. Owner is responsible to maintain street trees located within City Right of Way along their lot frontage. Maintenance shall include necessary watering and pruning.

At a minimum, the rear yard and side yards of each lot will be planted and maintained with grass to eliminate the possibility of soil erosion and mud run-off onto neighboring lots.

a.4.2 Tree Removal

Existing trees that are greater than six (6) inches in diameter shall not be removed from a lot unless such removal is unavoidable because the tree is dead, the tree is in danger of falling or the existing tree or its primary roots are located within the proposed footprint of the home to be constructed.

a.5. YARD DESIGN

a.5.1 Access Easements

All access streets within the Kamm Creek PRD are private and owned by the Kamm Creek HomeOwners Association. Maintenance and control of vehicular use shall be shared by the HOA. The HOA shall include funds in the dues to cover the costs for maintenance including cleaning repairing and snow removal for these access streets and the stormwater system within these streets.

a.5.2 Driveways and Walkways

Width of driveways and walkways will not exceed 22 feet and 5.5 feet, respectively, except in the case of a house with a three-car garage, where the driveway as it approaches the house can widen outward to a maximum of 32 feet. Walkways and stairways should follow the natural contours of the lot. Long, straight walkways and stairways are to be avoided. Driveways and walkways are to be constructed of concrete, brick pavers or paving stones. Paving stones and brick pavers or exposed concrete strips are encouraged to break up large areas of broomed concrete.

a.5.3 Patios and Decks

Patios and decks are to be constructed of concrete brick pavers, paving stones, stone or wood. If wood is utilized, dimensional cedar, treated lumber, or duradeck or similar material is permitted to be used as a surface material. Deck walls and railings shall be constructed of materials consistent with those used on the exterior of the deck itself and on the exterior of the house. Planters and other edge details located around the perimeter of decks and patios are encouraged. Patios and decks shall be integrated into the house design to avoid "added on" appearance.

a.5.4 Retaining Walls/Foundation Plans

Retaining walls shall not exceed a height of 4 feet and shall be constructed only of the following materials: stone, heavy timber, concrete with brick, stone or wood facing or

concrete with an exposed aggregate finish. Railroad ties or similar prefabricated wood products are discouraged.

a.5.5 Fencing

No fencing is allowed in the front yard except for landscape borders not to exceed 24 inches in height. Rear yard fencing is strictly limited to the existing fence as installed by the Developer on the lot or within the Common Area adjacent to the rear lot line. And shall be constructed according to the design attached as Exhibit E. Any side yard fencing from the rear yard fence to a point even with the rear wall of the house shall be the same design as the rear yard fence and as attached in Exhibit E. Any gates in the rear yard fencing installed by the homeowner shall not affect the stability of the existing fence and shall be constructed according to the Gate Design attached as Exhibit E. Privacy fencing up to 6 feet in height is allowed on side yards from the rear wall to the front wall of the house. Trees and other landscape plants are allowed for privacy screening.

a.5.6 Address Marker at Access Easement Entrances

Home Addresses for Lots shall be displayed in a location and size to be visible from the street.

a.5.7 Exterior Lighting

Indirect lighting (defined as having the light source itself shielded and not directly visible from adjoining properties or the street) is permitted provided the intensity and number of sources are not excessive.

a.5.8 Sign Restrictions

Homeowners are permitted to erect one small, professionally designed permanent sign in their front yard containing their last name and/or street address.

On a temporary basis, homeowners are also permitted to erect in their front yard or display from their house, one sign at any given time advertising their property for sale or for rent provided such sign does not exceed six (6) square feet in size. During house construction only, up to four (4) signs may be posted on an individual lot provided that each such sign does not exceed six (6) square feet in size. See 9.7 for sign restrictions applicable to the Developer.

a.5.9 Clotheslines Restrictions

Clotheslines are only permitted in the backyard of a lot completely screened from view at any point along the street. Clotheslines are restricted to forty (40) feet in length.

a.5.10 Screening of Vehicles and Other Objects

All automobiles and other permitted vehicles, if kept or parked on the Property, shall be in good order and working condition. The following types of vehicles and other items shall not be parked or kept on any lot unless enclosed in a garage, ancillary building or located in the backyard completely screened from view with landscaping or fencing from the street or from any neighbors: recreational vehicles, trucks or commercial vehicles of more than one ton capacity, utility trailers, campers, travel trailers, buses, boats, partially wrecked, disrepaired or discarded automobiles, fuel tanks, service yards, firewood, trash and other unsightly vehicles and objects.

a.5.11 Mailboxes

Installation of cluster mailboxes is the responsibility of the Developer based on requirements of the US Postal Service. No individual mailboxes are required or permitted.

IN WITNESS WHEREOF, the undersigned Owner has executed the within declaration as of the ___ day of _____, 201__.

OWNER:

KAMM CREEK INVESTMENTS, LLC,
a Washington limited liability company

By: _____
Its: Authorized Member

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, Robert D. Libolt, to me known to be an authorized member of KAMM CREEK INVESTMENTS, LLC personally appeared and acknowledged the foregoing instrument to be the free and voluntary act and deed of said

limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the foregoing instrument on behalf of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

{Print Name}
Notary Public in and for the State of Washington

SEAL

My commission expires: _____

Exhibit A

Legal Description of the Property

PARCEL 1:

THE EAST 5 ACRES OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., EXCEPT NORTHWOOD ROAD ALONG EASTERLY BOUNDARY THEREOF. SITUATE IN WHATCOM COUNTY, WASHIGTON

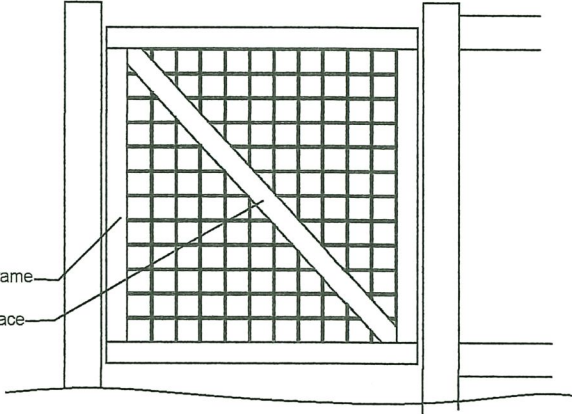
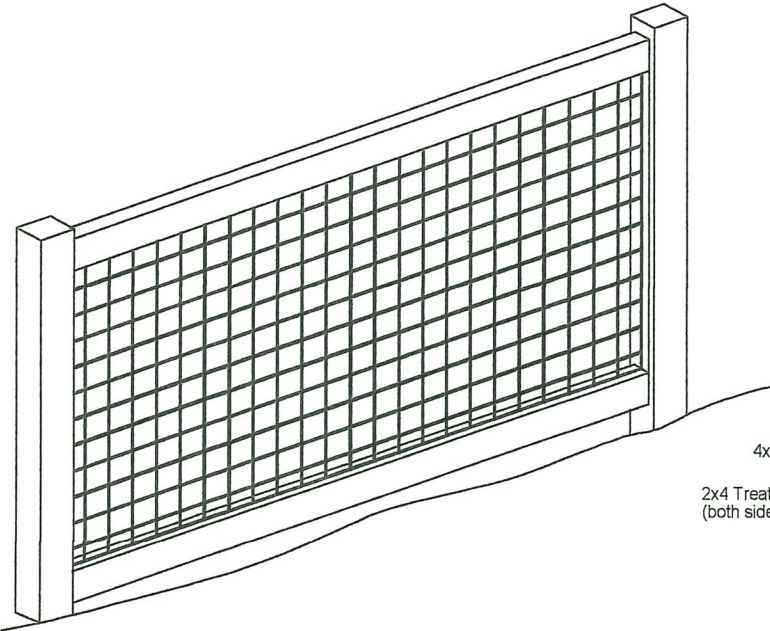
PARCEL 2:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M. SITUATE IN WHATCOM COUNTY, WASHIGTON

EXHIBIT E

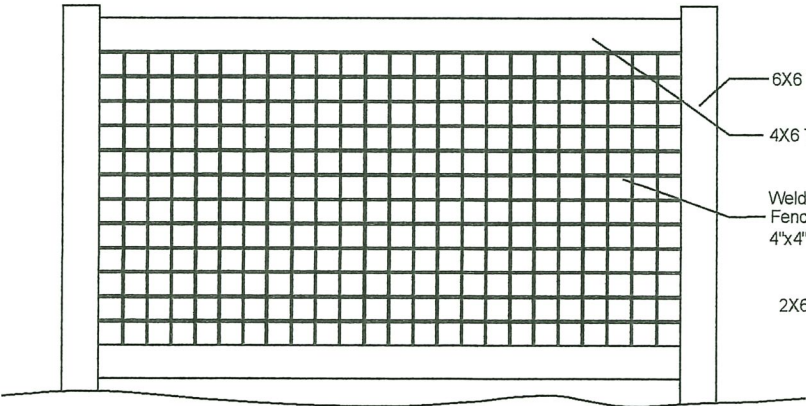
KAMM CREEK PRD

Rear Yard Fence Detail

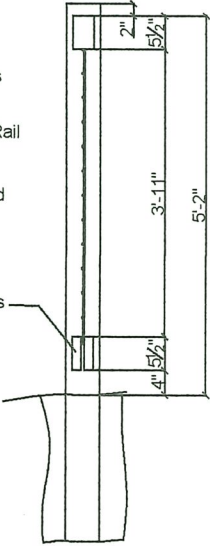


4x4 Treated Frame
2x4 Treated Cross Brace
(both sides)

Gate Detail



6X6 Treated Posts
4X6 Treated Top Rail
Welded Galvanized
Fence Panels w/
4"x4" Openings
2X6 Treated Rails



RECEIVED

283

SEP 28 2020

City of Lynden
Planning Department

**ARTICLES OF INCORPORATION
OF
KAMM CREEK HOMEOWNERS ASSOCIATION**

The undersigned, acting as Incorporator of a corporation under the Washington Nonprofit Corporation Act, adopts the following Articles of Incorporation for the Corporation:

**ARTICLE I
Name**

The name of this Corporation is KAMM CREEK HOMEOWNERS ASSOCIATION (the "Corporation").

**ARTICLE II
Duration**

The Corporation shall have a period of duration which is perpetual.

**ARTICLE III
Purpose**

The Corporation is organized to provide an entity to operate and govern the Kamm Creek Planned Residential Development (PRD), a housing development located in Lynden, Whatcom County, Washington, as more particularly described on Exhibit A attached hereto, and to engage in all such activities as are incidental or conducive to the attainment of the objectives of the Corporation and all activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this Corporation.

**ARTICLE IV
Nonprofit Corporation**

The Corporation is not organized for profit. No member, member of the Board of Directors or person from whom the Corporation may receive any property or funds shall receive or be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or inure to the benefit of any members of the Board of Directors. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more purposes of the Corporation; and (2) any member or Board member may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

**ARTICLE V
Members**

The Corporation shall have one (1) class of members, which shall consist of the owners of the subdivided lots comprising Kamm Creek PRD. Each lot shall have a single membership vote.

**ARTICLE VI
Registered Office and Agent**

The address of the initial registered agent of this Corporation is 125 Rosemary Way, Lynden, WA, 98264, and the name of its initial registered agent at such address is Robert Libolt.

**ARTICLE VII
No Capital Stock**

The Corporation shall not be authorized to issue capital stock of any kind.

**ARTICLE VIII
Board of Directors**

Initial Directors. The number of directors of this Corporation shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein. The initial Board of Directors of this Corporation consists of one (1) director. The names and addresses of such directors are as follows:

Robert Libolt	125 Rosemary Way Lynden, WA 98264
---------------	--------------------------------------

**ARTICLE IX
Director Liability**

A director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for conduct as a director, except for liability of the director for; (i) acts or omissions that involve intentional misconduct or a knowing violation of law by the director, or (ii) any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled. If applicable law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by law, as so amended. Any repeal or modification of the foregoing paragraph by the members of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, ROBERT LIBOLT, hereby consent to serve as registered agent, in the State of Washington, for the following Corporation: KAMM CREEK HOMEOWNERS ASSOCIATION. I understand that as agent for the Corporation, it will be my responsibility to accept service of process in the name of the Corporation; to forward all mail and license renewals to the appropriate officer(s) of the Corporation; and to immediately notify the Office of the Secretary of State of my resignation or of any changes in the address of the registered office of the Corporation for which I am agent.

Dated this _____ day of _____ 2020.

ROBERT LIBOLT
125 Rosemary Way
Lynden, WA 98264

EXHIBIT A
LEGAL DESCRIPTION OF SUBDIVISION
(Not Yet Segregated)

That portion of the Northwest quarter of the Northwest quarter, Section 15, Township 40 North, Range 3 East of W.M., Whatcom County, Washington, described as follows:

PARCEL 1:

THE EAST 5 ACRES OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., EXCEPT NORTHWOOD ROAD ALONG EASTERLY BOUNDARY THEREOF.
SITUATE IN WHATCOM COUNTY, WASHIGTON

PARCEL 2:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.
SITUATE IN WHATCOM COUNTY, WASHIGTON

Situate in Whatcom County, Washington.

Subject to and together with all covenants, conditions, restrictions and easements, if any, affecting title which may appear in the public record, including those shown on any recorded plat map or survey.

EXHIBIT B
BYLAWS OF
KAMM CREEK HOMEOWNERS ASSOCIATION

SECTION 1
NAME AND LOCATION

1.1 Name. The name of the Association is KAMM CREEK HOMEOWNERS ASSOCIATION (the "Association").

1.2 Location. The principal office of the Association shall be in Whatcom County, Washington.

SECTION 2
PURPOSE

The Association shall be conducted as a nonprofit corporation for the purposes set forth in the Articles of Incorporation, as may be amended from time to time (the "Articles") and in the Declaration of Covenants, Conditions, Restrictions and Architectural Control Standards for Kamm Creek PRD, as the same may be amended from time to time (the "Declaration"). The purposes may be changed by a vote of the Board of Directors as required by the Articles.

SECTION 3
DEFINITIONS

Unless otherwise defined herein, the following definitions are incorporated in these Bylaws:

3.1 Property. Property shall be the real property located in Whatcom County, Washington described as follows (not yet segregated):

That portion of the Northeast quarter of the Southwest quarter, Section 15, Township 40 North, Range 3 East of W.M., Whatcom County, Washington, described as follows:

PARCEL 1:

*THE EAST 5 ACRES OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., EXCEPT NORTHWOOD ROAD ALONG EASTERLY BOUNDARY THEREOF.
SITUATE IN WHATCOM COUNTY, WASHIGTON*

PARCEL 2:

*THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.
SITUATE IN WHATCOM COUNTY, WASHIGTON*

Situate in Whatcom County, Washington.

Subject to and together with all covenants, conditions, restrictions and easements, if any, affecting title which may appear in the public record, including those shown on any recorded plat map or survey.

3.2 Member. Member shall mean and refer to the record owner, or holder of fee or equitable title to a lot within the Property. This shall include any person having a fee simple title to any lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a lot is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the Member.

3.3 Lot. Any separately numbered parcel of land shown on the plat as a buildable parcel, intended for sale to and use and enjoyment by an owner (excluding areas designated on the plat as Common Area).

3.4 Common Areas. Common Areas shall mean and refer to the private roads, common utility lines, pipes, poles and appurtenances together with any improvements constructed, or to be constructed thereon, as may be set forth on the plat of the Property. Common Areas shall included any community building or improvements constructed for the benefit of all Lotowners.

3.5 Covenants. Covenants shall mean and include the Declaration of Covenants, Conditions, Restrictions and Architectural Control Standards as recorded under Whatcom County Auditor's File No. _____ and all duly adopted and recorded amendments and addendums thereto.

**SECTION 4
MEMBERSHIP, MEETINGS AND VOTING RIGHTS**

4.1 One Class of Membership. The Association shall have one (1) class of voting membership, with voting power being as described herein and in the Articles.

4.2 Voting Rights. Each Member in good standing (whose assessments are fully paid) shall be entitled to vote on all matters, which duly come before the Members for consideration. Each Member is entitled to one (1) vote for each Lot owned in the Property. In all cases, joint ownership shall not entitle Members to more votes than if each tax parcel was owned by a single Member. In any case of joint ownership of a Lot, the joint owners will need to determine how their single Lot vote shall be cast amongst themselves and the Association shall have no liability whatsoever for any disagreement among joint owners of a Lot.

4.3 Quorum. The presence in person or by proxy of at least twenty-five percent (25%) of the Members in good standing shall constitute a quorum. Persons voting by mail or by electronic transmission shall be deemed present for all purposes of a quorum, count of votes, and percentages of total voting power.

4.4 Voting/Proxies. At all meetings of the Members, each Member may vote in person, by mail, by electronic transmission, or by proxy. All proxies shall be in writing and filed with the Secretary. All proxies shall be valid only for the meeting for which the proxies are given (including any reconvened meeting in the event of an adjournment), unless provided otherwise in the proxy (but in no event for a period exceeding eleven (11) months from the date of execution).

4.5 Membership Meetings. Annual and special meetings of Members of the Association shall be held with the frequency, at the time and place and in accordance with the provision of these Bylaws and as set from time to time by the Board of Directors.

4.6 Annual Meeting. The annual meeting of the Association shall be held at such time and place as determined by the Board of Directors.

4.7 Special Meetings. Special meetings of the Members of the Association may be called by the President or by a majority of the Board of Directors. A special meeting may also be called by the Board of Directors upon receipt of a written request therefore signed by Members representing not less than ten percent (10%) of the voting Members of the Association. Only business within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

4.8 Notice. Written notice, or notice given by electronic transmission, stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than sixty (60) days before the date of the meeting, either personally, by mail, or by electronic transmission, by or at the direction of the President, Secretary

or Board of Directors, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid. If sent by electronic transmission, the notice is deemed to be delivered when sent, addressed to the Member at his or her electronic transmission address as it appears on the records of the Association.

4.9 Membership Action. Any action required by the Membership under these Bylaws must be taken pursuant to duly held meetings. A vote of the majority of the Members voting, with not less than a quorum voting, shall constitute action by the Members, unless a greater percentage of votes is required by the Articles, these Bylaws or by law.

**SECTIONS
BOARD OF DIRECTORS**

5.1 Number of Directors. The affairs of the Association shall be managed by a Board of Directors who shall be Members of the Association. The number of directors constituting the Board of Directors shall consist of a minimum of three (3) to a maximum of five (5) directors. The initial Board of Directors shall be as follows:

Robert Libolt

5.2 Term of Office/Election. All directors shall be elected for a two (2) year term by the Members at the annual meeting of the Members, and such term shall commence on the first day of the month following the annual meeting and shall expire two (2) years later, unless a director position is filled by the Board of Directors as a result of a resignation.

5.3 Election and Ballots. The election of the Board of Directors shall be by written ballot or by any method acceptable to the Membership, within the provisions of Section 4.4. The persons receiving the largest number of votes shall be elected as directors of the Association.

5.4 Resignations or Removal. A director of the Association may resign at any time by giving written notice to the Board of Directors or any officer of the Association. Any such resignation is effective when the notice is delivered, unless the notice specifies a later date. The Board of Directors and/or Members by a majority vote of the voting power in the Association present in person, by proxy or voting by mail and entitled to vote at a Membership meeting, at which a quorum is present, may remove any member of the Board of Directors with reasonable cause.

5.5 Vacancies. In the event of death, resignation or removal of a director, the remaining members of the Board shall select a successor to serve the remaining term.

**SECTION 6
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

6.1 To select, appoint, hire, supervise and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law and with the Articles, the Declaration and these Bylaws.

- 6.2 To enforce the applicable provisions of the Articles, Declaration and these Bylaws, and other instruments relating to the ownership, management, architecture and control of the Property, and to provide for the operation, improvement, maintenance, repair and replacement of the Common Areas.
- 6.3 To contract for casualty, liability, and other insurance on behalf of the Association as required or permitted in the Declaration.
- 6.4 To keep or cause to be kept, complete and accurate books and records of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses incurred, and to prepare budgets and financial reports for the Association as required in these Bylaws in accordance with good accounting procedures.
- 6.5 To borrow money and incur indebtedness for purposes of the Association and to cause to be executed and delivered therefore, in the Association's name, promissory notes or other evidences of debt, subject to the approval requirements of the Articles, these Bylaws, or the law.
- 6.6 To approve all expenditures of \$2,000.00 or more.
- 6.7 To fix and collect assessments according to the Covenants and these Bylaws.
- 6.8 To prepare and file annual tax returns with the federal government as required by law.
- 6.9 No compensation shall be paid to the Board of Directors or officers of the Association for services rendered for or on behalf of the Association, except reimbursement for actual sums spent on behalf of the Association to the extent authorized by the Board.

SECTION 7 DIRECTORS, MEETINGS AND VOTING

- 7.1 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors but at least two (2) such meetings shall be held during each fiscal year. A written schedule of regular meetings of the Board of Directors shall be given to the directors personally, by mail or electronic transmission and no further notice of regular meetings shall be required.
- 7.2 Special Meetings. Special meetings of the Board of Directors may be called by the President or two (2) directors on twenty-four (24) hour notice given to each director personally, by mail, electronic transmission or telephone, which notice shall state the time, place and purpose of the meeting.
- 7.3 Meetings by Audio Conference. Directors may participate in a regular or special meeting or conduct the meeting through the use of any means of communication by which all directors participating can hear each other during the meeting, provided that any interested Member may hear the conference call at a noticed place. A director participating in a meeting by this means is deemed to be present in person at the meeting.
- 7.4 Waiver. Any director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors in person or by audio conference shall constitute a waiver of notice by him or her of the time and place thereof. If all the directors are present in person or by audio

conference at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

7.5 Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, unless the act of a greater number is required by the Articles, these Bylaws or by law. If there is not a quorum present the board may discuss issues but no vote or action may be taken.

7.6 Action without a Meeting. Any action required to be taken at a meeting of the directors or, any action which may be taken at a meeting of the directors, may be taken without a meeting by electronic transmission or if consent in writing setting forth the action so taken is signed by all directors. The Secretary of the Association shall retain copies of all electronic transmission discussion, motions and votes within the minutes of the Association. Directors voting by electronic transmission shall be deemed present for all purposes of quorum and count of votes.

7.7 Adjournments: Closed Executive Session. The Board of Directors may, with the approval of a majority of a quorum of the directors, adjourn a meeting and reconvene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the Association, and matters involving the possible liability of a Member to the Association. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion or other action adopted, passed, or agreed to in closed session may become effective unless the Board of Directors following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified.

7.8 Board Meetings Open to Members. Regular and special meetings of the Board shall be open for observation by all Members and their authorized agents. Provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the unanimous vote of the Board.

SECTIONS OFFICERS

8.1 Enumeration and Term. The officers of this Association shall be a President, Vice-President, Secretary and Treasurer, and such other officers as the Board may, from time to time, by resolution create. Each officer shall hold office for one (1) year unless he or she shall sooner resign, shall be removed, or otherwise disqualified to serve.

8.2 Election of Officers. The Board of Directors shall elect the officers annually at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3 Resignation and Removal. Any officer may be removed from office by a majority vote of the Board of Directors at any given time with reasonable cause. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

8.5 Duties. The duties of the officers shall be as follows:

A. President: The President shall preside at all meetings of the Association and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments, agreements, and orders of the Board; and shall co-sign all checks.

B. Vice President: The Vice President, if elected, shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

C. Secretary: The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board. In addition, the Secretary may prepare, execute, certify and record amendments to these Bylaws, the Articles or Declaration of the Association.

D. Treasurer: The Treasurer shall handle all bookkeeping records, issue annual financial reports at the yearly general Membership meeting, pay all bills authorized by the President, bill the general membership for annual maintenance and water assessments and follow through on the collection of such bills.

**SECTION 9
ASSOCIATION RECORDS**

9.1 Financial Reports. The Association or its designated agent shall keep financial and other records sufficiently detailed to enable the Association to fully declare to each Member the true statement of its financial status. All financial and other records of the Association, including but not limited to checks, bank records, and invoices in whatever form they are kept, are the property of the Association. At least annually, the Association shall prepare a financial report of the Association.

9.2 Budget. Within thirty (30) days after adoption by the Board of Directors of a regular or special budget of the Association, the Board will make available said budget to the Members for review.

9.3 Member and Owner Records. All records of the Association, including the names and addresses of Members and other occupants of the Lots, shall be available for examination by all Members, holders of mortgages on the Lots, and their respective authorized agents for proper purpose, on reasonable advance notice during normal working hours at the offices of the Association or its designated agent. The Association shall not release email addresses and unlisted telephone numbers of any Member. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records.

9.4 Association Bank Accounts. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other association, or with the funds of any manager of the Association or any other person responsible for the custody of such funds.

**SECTION 10
ASSESSMENTS, PAYMENT AND LIENS**

10.1 Assessments. The Board of Directors shall from time to time, and at least annually, prepare a regular budget for the Association, and determine the amount of the common charges payable by the Members to meet the common expenses of the Association and allocate and assess such common charges as annual assessments among the Members provided that an additional amount may be levied as set by the Board, or as approved by the Membership for capital improvement assessments.

A. Regular Assessments. The Association will assess each lot monthly, quarterly or annual dues for the common expenses of the Association. The common expenses shall include, among other things, real and personal property taxes on Common Areas, the cost of premiums on all policies of insurance which have been obtained by the Board of Directors, professional fees, road maintenance and repair and snow removal costs, and costs of maintenance, operation and repair of the Association water system, and any common utilities, and all costs and expenses associated with any community building or improvements constructed for the benefit of all the Members that are owned by the Association. The Common Expenses shall also include maintenance of all common areas and Open Space areas including mowing, pruning and other necessary maintenance to protect and preserve these areas. Common expenses may include the operation and maintenance of street lights and stormwater facilities owned by the Association. Common expenses may also include an amount for working capital of the Association, for general operating reserve, for reserve funds for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses shall also be used for the purposes set out in the Articles and as provided in the Declaration.

B. Special Assessments. In the event of extraordinary expenses, the Board may approve equal special assessments for the purposes therein set forth. The Board of Directors shall advise all Members promptly in writing of the amount of the special assessments, as determined by the Board and shall furnish copies of such budget on which such charges are based, to all Members.

10.2 Payment of Assessments. Members shall be required to make payment in full of the annual assessments for which they are liable, within thirty (30) days after mailing of notice of such annual assessments to each Member. Members shall be required to make payment in full of any special assessments authorized within sixty (60) days after mailing of statements therefore by the Board or its authorized agent for such purpose.

10.3 Nonpayment of Association Assessments. In the event that any Member shall fail to pay such Member's annual or special assessment when due, or any additional authorized capital improvement assessment as required by Membership vote, then the Board shall have the authority to impose interest and collect late charges and fines

10.4 Liens. The Board shall be authorized by vote thereof, to file a lien in form and manner as set forth in RCW, Chapter 60.04, for filing of mechanic's and materialman's liens upon the property of such delinquent Member, and such lien shall be enforced and foreclosed upon in the same manner as provided in RCW Chapter 60.04, except that the time limitations for filing and foreclosing upon the liens as set forth in said Chapter shall not apply. All costs and expenses of collection or of lien filing or foreclosure incurred by the Association, including attorneys' fees, whether such collection is by court action or not, shall be paid by the delinquent Member and may be added to the amount of the lien. No Member who is delinquent in payment of any assessment shall be entitled to vote at any meeting of Members, or sit on an advisory committee of the Board during the period of any such delinquency as shown on the books of the Association. Assessments shall also be personal obligations of the Member against whom they are assessed and may be collected as such.

SECTION 11

AMENDMENT TO BYLAWS

These Bylaws may be modified or amended by a majority vote of the Board of Directors, or by sixty six and two-thirds percent (66 2/3%) of the total number of votes entitled to be cast by Members at a membership meeting held for such purpose, with not less than a quorum of Members present at such membership meeting.

**SECTION 12
LIABILITIES OF OFFICERS AND DIRECTORS**

12.1 Indemnification. Each director, officer and employee of the Association shall be indemnified by the Association against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been such director or officer except for acts or omissions that:

- 1) Involve intentional misconduct
- 2) Involve a knowing violation of law by the director, officer or employee
- 3) Involve a transaction from which the director, officer or employee will personally receive a benefit in money, property, or services to which the director, officer or employee is not legally entitled.

12.2 Exculpation. No director, officer or employee of the Association shall be liable for acts or defaults of any other officer or director for any loss sustained by the Association unless the same has resulted from his or her own willful misconduct or gross negligence.

**SECTION 13
MISCELLANEOUS**

13.1 Regulations. All Members, tenants, guests, invitees, and their employees and agents, and any other person that might use the Property in any manner, are subject to the regulations set forth in these Bylaws and to all reasonable rules and regulations enacted pursuant to the Declaration. Acquisition, rental or occupancy of any Property shall constitute acceptance and ratification of the provisions of all such rules and regulations.

ADOPTION

The undersigned Secretary of the Association does hereby certify that the Board of Directors adopted the above and foregoing Bylaws as the Bylaws of the Association, and that the same do now constitute the Bylaws of this Association.

DATED effective the ____ day of _____, 2020.

_____, Secretary

**KAMM CREEK HOMEOWNERS ASSOCIATION
CONSENT IN LIEU OF ORGANIZATIONAL MEETING
OF THE BOARD OF DIRECTORS**

RECEIVED
SEP 28 2020
City of Lynden
Planning Department

The undersigned, being all of the directors of KAMM CREEK HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation (the "Corporation"), in lieu of holding an organizational meeting of the board of directors of the Corporation, hereby takes the following actions and adopts the following resolutions by written consent pursuant to the Non Profit Business Corporation Act of the State of Washington:

ARTICLES OF INCORPORATION

RESOLVED, that the Articles of Incorporation of the Corporation as filed with the Secretary of State of the state of Washington on _____, 2020 shall be, and the same hereby are, in all respects approved, confirmed, ratified and adopted as the Articles of Incorporation of the Corporation; and further

FURTHER RESOLVED, that all the actions of the Incorporator pertaining to the formation of the Corporation, and all obligations incurred by him in connection therewith, shall be, and the same hereby are, in all respects approved, confirmed, ratified and adopted as the actions of the Corporation.

BYLAWS

RESOLVED, that the Bylaws in the form attached to this Consent as Exhibit B are hereby approved and adopted as the Bylaws of the Corporation.

FURTHER RESOLVED, that the Secretary of the Corporation shall be, and hereby is, authorized, empowered and directed to detach the form of Bylaws referred to above, to date and sign the same, and enter the Bylaws in the Corporation's record book.

BOARD OF DIRECTORS

RESOLVED, that the Board of Directors shall initially consist of three (3) Directors.

APPOINTMENT OF OFFICERS

RESOLVED, that the following persons are hereby appointed to serve as officers of the Corporation in the capacities set forth opposite their name

below, to hold such office until their successor is duly elected and qualified or until their earlier death, resignation or removal:

Robert Libolt

President

Vice President

Secretary/Treasurer

BUDGET

RESOLVED, that the 2020 Budget for the Corporation attached hereto as Exhibit B and made a part hereof is in all respects, approved and adopted as the Budget of the Corporation for the calendar year 2020.

PAYMENT OF FEES, TAXES AND REIMBURSEMENTS

RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and directed to pay and discharge all taxes, fees and other expenses heretofore incurred or hereafter to be incurred in the organization of the Corporation and to reimburse the officers of the Corporation and all other persons for all reasonable expenditures heretofore made by them.

DESIGN GUIDELINES

RESOLVED, that the Use and Design Guidelines attached hereto as Exhibit D and incorporated herein by this reference are approved and adopted as the Use and Design Guidelines for the cottages to be implemented and enforced by the Corporation.

BANKING RESOLUTIONS

RESOLVED:

- (1) That the officers of the Corporation, or any one of them, is hereby authorized to designate any bank or trust company in any city of the United States (the "Bank") as a depository for the funds of the Corporation.
- (2) That a bank account or accounts will be opened and kept with the Bank for the Corporation under any designation or designations which the President and Secretary deem necessary and proper.
- (3) That endorsements for deposit may be made by the written or stamped endorsement of the Corporation without designation of the person making the endorsement.

(4) That the Bank is hereby authorized to honor and pay checks or other orders for the payment of money drawn in the name of the Corporation when signed any person designed by the Corporation's President.

FURTHER RESOLVED, that the officers of the Corporation, or any one of them, is hereby authorized, empowered, and directed to open the aforesaid accounts with the Bank using the standard form of banking resolution of each such Bank or trust company, each of which is hereby approved, confirmed, ratified and adopted; and

The actions taken by this consent shall have the same force and effect as if taken at an organizational meeting of the Board of Directors duly called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the ___ day of _____, 2020.

Robert Libolt

Exhibit A
LEGAL DESCRIPTION

That portion of the Northwest quarter of the Northwest quarter, Section 15, Township 40 North, Range 3 East of W.M., Whatcom County, Washington, described as follows:

PARCEL 1:

THE EAST 5 ACRES OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., EXCEPT NORTHWOOD ROAD ALONG EASTERLY BOUNDARY THEREOF.
SITUATE IN WHATCOM COUNTY, WASHIGTON

PARCEL 2:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.
SITUATE IN WHATCOM COUNTY, WASHIGTON

Situate in Whatcom County, Washington.

Subject to and together with all covenants, conditions, restrictions and easements, if any, affecting title which may appear in the public record, including those shown on any recorded plat map or survey.

Exhibit B
BYLAWS

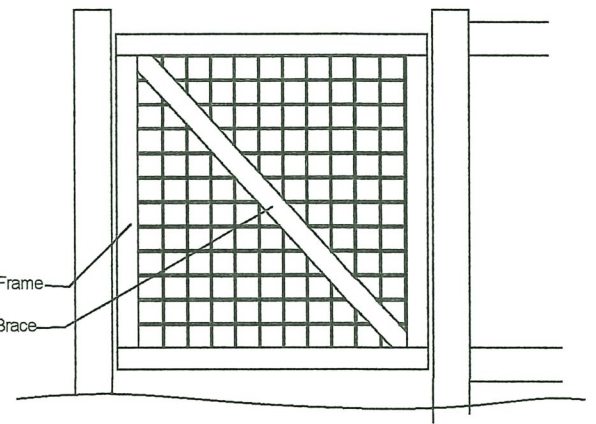
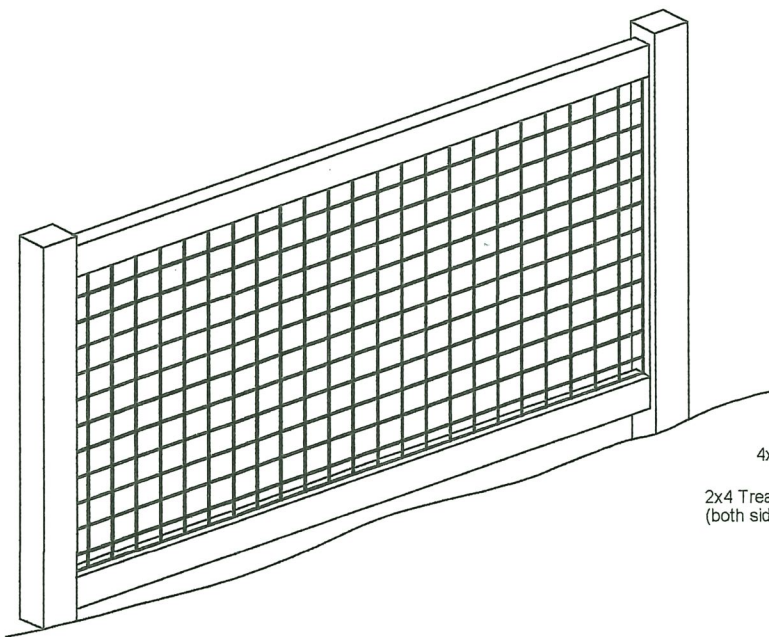
Exhibit C
INITIAL BUDGET

EXHIBIT D
USE & DESIGN GUIDLINES

EXHIBIT E

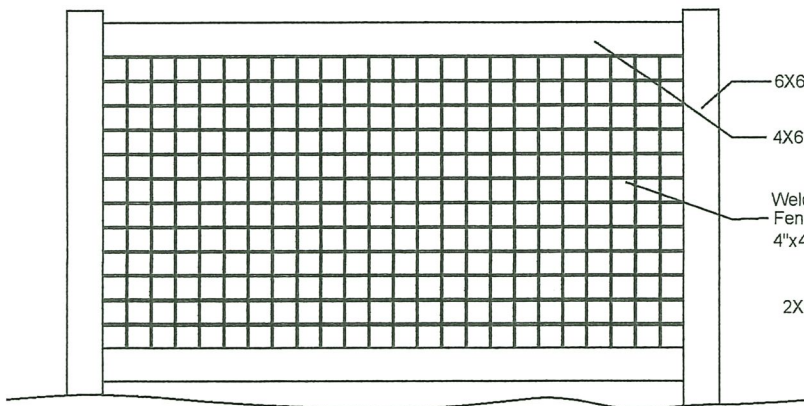
KAMM CREEK PRD

Rear Yard Fence Detail

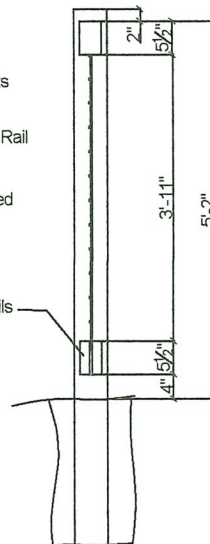


4x4 Treated Frame
2x4 Treated Cross Brace
(both sides)

Gate Detail



6X6 Treated Posts
4X6 Treated Top Rail
Welded Galvanized
Fence Panels w/
4"x4" Openings
2X6 Treated Rails





220 West Champion Street
Suite 200
Bellingham, Washington
(360) 650-1408

July 21, 2020

Bob Libolt
125 Rosemary Way
Lynden, WA 98264

**Subject: Kamm Creek PRD
Preliminary Stormwater Design Letter
F&A Project No. 20024**

Dear Bob,

This letter serves as a preliminary stormwater design narrative for the proposed residential development known as Kamm Creek PRD in Lynden, Washington. The proposed project will develop two existing parcels that are currently undeveloped and maintained as agricultural fields. These parcels lie along the west side of Northwood Road approximately 650 feet south of Kamm Road. Although undeveloped, a public sewer main and its associated gravel maintenance roads were recently installed through the property to serve other residential plats to the north and east of this site. Figure 2 provides an aerial photograph of the recent ground cover conditions on site.

The project site lies near the base of a slope between the Nooksack River and the City of Lynden. As such, this property is located near the northern boundary of the Nooksack River flood plain. Existing topography on site generally slopes gently to the south, although several agricultural ditches and wetlands run through the property. Wetlands and drainage channels generally are located within the lowest elevations on site and land between these water features is elevated roughly five to fifteen feet above the lowest wetlands and drainage ditches.

GeoEngineers, Inc. performed several subsurface explorations on site in early summer 2020. Although a formal report is unavailable at the time of this writing, GeoEngineers provided preliminary results of the explorations verbally. According to the initial verbal reporting, soils on site within the developable areas consist of topsoil over weathered silty sand over unweathered outwash sand. Groundwater was observed at depths that roughly matched the elevations of low points on site that contained isolated wetlands. Preliminary assessments by GeoEngineers indicate that shallow stormwater infiltration systems (e.g. permeable pavement, downspout infiltration, etc.) will be feasible. However, deeper infiltration trench

systems, similar to neighboring developments to the north (i.e. plats of North Prairie), will likely not be feasible due to the relatively shallow groundwater depth.

Proposed improvements include the creation of 40 new single-family residential lots within the existing parcels along with the associated streets and utilities needed to serve the new lots. As noted earlier, a public 12-inch sewer main was recently installed within the property and will generally run along one of the proposed road alignments. However, additional sewer mains will also be required in order to serve each lot. Public water mains will be installed within each street and will be looped to the existing mains in Northwood Road and Kamm Road. In addition, proposed earthwork and grading will be designed to balance cut and fill volumes on site in order to prevent net fill volumes within the Nooksack River flood plain. Closed depressions, such as detention or infiltration ponds, are not assumed to be feasible on this site because of flood plain restrictions.

Proposed improvements will exceed 10,000 square feet of new hard surfacing and 5,000 square feet of pollution-generating hard surfacing. As such, the project will be subject to all 9 Minimum Requirements in the 2014 Department of Ecology Stormwater Management Manual for Western Washington (2014 DOE Manual) as adopted by the City of Lynden. Due to favorable soil conditions, stormwater will be managed on site with shallow infiltration strategies. New streets will be paved with permeable pavement (BMP T5.15) for full infiltration within the street easements and future homes within the plat will be required to install downspout infiltration systems (BMP T5.10A). Combined, these facilities are expected to infiltrate 100% of the stormwater that falls on the proposed hard surfacing. Furthermore, all disturbed pervious surfaces will also be required to comply with BMP T5.13 Post-Construction Topsoil Quality and Depth. No further flow control or treatment facilities will be required. Minimum Requirements #1 through #9 in the 2014 DOE Manual are expected to be addressed as follows:

Minimum Requirement #1 Preparation of Stormwater Site Plans

This letter serves as a preliminary Stormwater Site Plan (SSP). All final stormwater management systems will be designed according to Department of Ecology (DOE) and City of Lynden standards. A construction Stormwater Pollution Prevention Plan (SWPPP) will also be prepared and incorporated in the construction documents.

Minimum Requirement #2 Construction Stormwater Pollution Prevention (SWPP)

A construction SWPPP will be prepared as part of the permitting documents and will address each of the 13 Elements identified in Section 2.5.2 of the 2014 DOE Manual. As required by the City of Lynden, the contractor will provide a Certified Erosion & Sediment Control Lead (CESCL) regardless of whether an NPDES permit is required by Department of Ecology.

Minimum Requirement #3 Source Control of Pollutants

The proposed residential project is not expected to create any unusual sources of stormwater pollutants. Pollutant sources include vehicular traffic, fertilizers, and other detergents or chemicals

typical to building maintenance activities. These sources will be controlled at the source to the maximum extent possible. All known, available, and reasonable source control BMPs have been applied to the design and layout of the site plans and stormwater plans. Per the DOE Manual, land use controls that emphasize prevention of water quality impacts are preferred over treatment strategies. Therefore, clearing areas will be limited to the minimum areas necessary for construction.

Minimum Requirement #4 Preservation of Natural Drainage Systems and Outfalls

Currently, the entire project site is contained within a single regional basin and stormwater appears to completely infiltrate within high points on site. In addition, existing agricultural ditches that run through the property ultimately combine south of the site and drain to the Nooksack River. No significant stormwater diversions are proposed as a part of this project. Natural drainage patterns will be maintained by discharging stormwater to the ground.

Minimum Requirement #5 On-Site Stormwater Management

As a project that is expected to trigger Minimum Requirements #1 through #9, this project will be required to demonstrate compliance with the LID Performance Standard or shall use BMPs from List #2 in the 2014 DOE Manual. This project is expected to comply with List #2.

Projects choosing to utilize List #2 of the 2014 DOE Manual to meet the requirements of Minimum Requirement #5 – On-site Stormwater Management must consider the BMPS in the order listed for each type of surface. The first BMP that is considered feasible must be used on the site. No other On-site Stormwater Management BMPs are necessary for that surface. The following table identifies all of the required BMPs in List #2 and if they are feasible or infeasible.

TABLE 1 - MINIMUM REQUIREMENT #5				
LIST #2				
Minimum Requirement		Feasible	Infeasible	Criteria Comments
#	Lawn & Landscaped Area			
1	Post-Construction Soil Quality and Depth - BMP T5.13	✓		This BMP will be applied to all areas outside of roofs or hard surfaces disturbed during construction. Areas that implement BMP T5.13 may be modeled as "pasture", which matches pre-development conditions.
#	Roofs			
1	Full Dispersion - BMP T5.30 Full Infiltration - BMP T5.10A	✓		BMP T5.10A downspout infiltration will be utilized for this project through plat requirements.
2	Bioretention – BMP T5.70		✓	Not necessary since an earlier BMP was selected in this list.
3	Downspout Dispersion BMP T5.10B		✓	Not necessary since an earlier BMP was selected in this list.
4	Perforated Stub-out Connection BMP T5.10C		✓	Not necessary since an earlier BMP was selected in this list.
#	Other Hard Surfaces			
1	Full Dispersion BMP T5.30		✓	Infeasible due to impervious surface limits, lot size, and the lack of suitable vegetated areas downstream from the proposed improvements.
2	Permeable Pavement - BMP T5.15	✓		Permeable pavement per BMP T5.15 will be utilized for this project.
3	Bioretention – BMP T5.70		✓	Not necessary since an earlier BMP was selected in this list.
4	Sheet Flow Dispersion BMP T5.12 Concentrated Flow Dispersion BMP T5.11		✓	Not necessary since an earlier BMP was selected in this list.

Stormwater runoff from the project will be managed on site with infiltration BMPs as shown in Table 1. Proposed streets will be created with permeable pavement surfacing per BMP T5.15, which will allow runoff to infiltrate within the footprint of the roadways. These permeable pavements are expected to be designed to receive flows from adjacent driveways in case the future driveways will be surfaced with conventional (i.e. non-pervious) pavement. Proposed roof areas will drain to drywells or infiltration trenches within each lot in accordance with sizing requirements in BMPT 5.10A. Combined, these facilities will infiltrate stormwater runoff from all proposed hard surfaces within the project. No further flow control or treatment facilities will be required.

Minimum Requirement #6 Runoff Treatment

New pollution-generating hard surface areas are limited to the proposed streets and driveways and are expected to exceed 5,00 square feet. As such, the proposed single-family residential project will be subject to basic treatment requirements in Section 3.5 of Volume V of the 2014 DOE Manual. Since the native outwash soils are not expected to be suitable for treatment, a layer of filter sand will be installed beneath permeable pavements to treat stormwater prior to discharging to the ground.

Minimum Requirement #7 Flow Control

Permeable pavement will be used to completely infiltrate stormwater runoff from proposed streets and adjacent driveways. Likewise, the plat will require all future homes to manage stormwater onsite per BMP T5.10A. Combined, these facilities are expected to infiltrate all of the stormwater that falls on them. Since all runoff will infiltrate on site, these surfaces are not considered to be effective hard surfaces. the proposed project will not create more than 10,000 square feet of hard surfacing. As such, no further flow control facilities are required.

Minimum Requirement #8 Wetlands Protection

Existing wetlands and drainage channels have been identified on site. Each wetland and drainage feature to be preserved will be protected with a vegetated buffer in accordance with current city codes. However, due to the existing sewer alignment and proposed street alignments, some impacts to existing wetlands and buffers will be unavoidable. A biologist is part of the project design team to prepare mitigation plans that will be required to accommodate the final site plan. Stormwater runoff patterns will be maintained within the project area by infiltrating stormwater where it lands on site. As such, the proposed design is not expected to create any diversions from existing wetland contributing basins.

Minimum Requirement #9 Operation and Maintenance

A separate operations and maintenance manual will be prepared for the proposed stormwater management facilities during permitting. The manual will contain a description of the facilities, what

Libolt | Kamm Creek PRD, Lynden
July 21, 2020

Page 6

the facilities do, and how they work. The manual will also identify and describe maintenance tasks for each component of the facilities and the required frequency of each task.

As shown above, this project can comply with current stormwater management requirements in place for the City of Lynden. Please contact us with any questions or concerns regarding these observations.

Sincerely,
Freeland and Associates, Inc.



Michael Bratt, PE
Associate Engineer

Attachments

- Vicinity Map*
- Aerial Photograph of Site*
- Preliminary Site Plan*

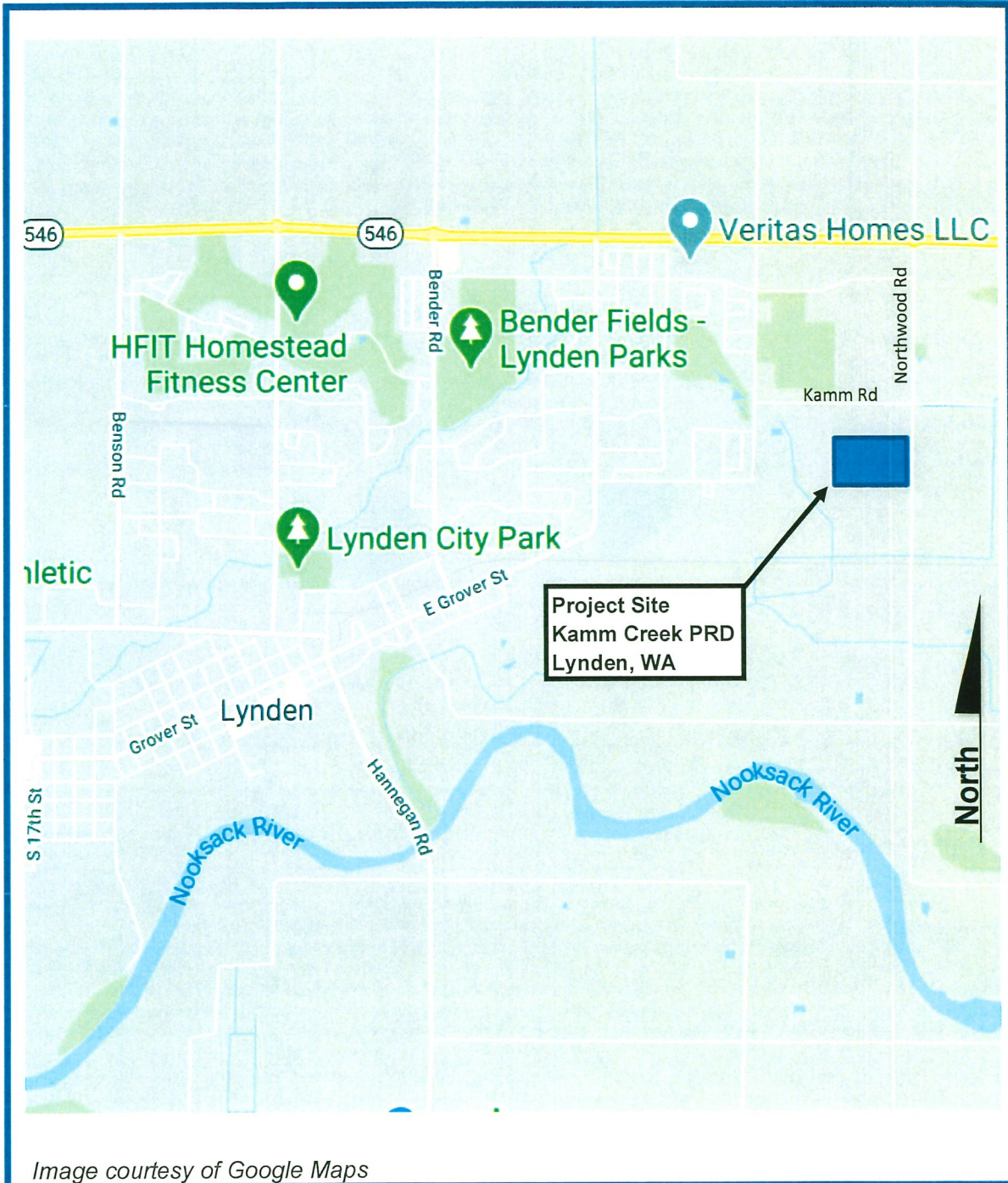


Image courtesy of Google Maps



Vicinity Map

Figure 1

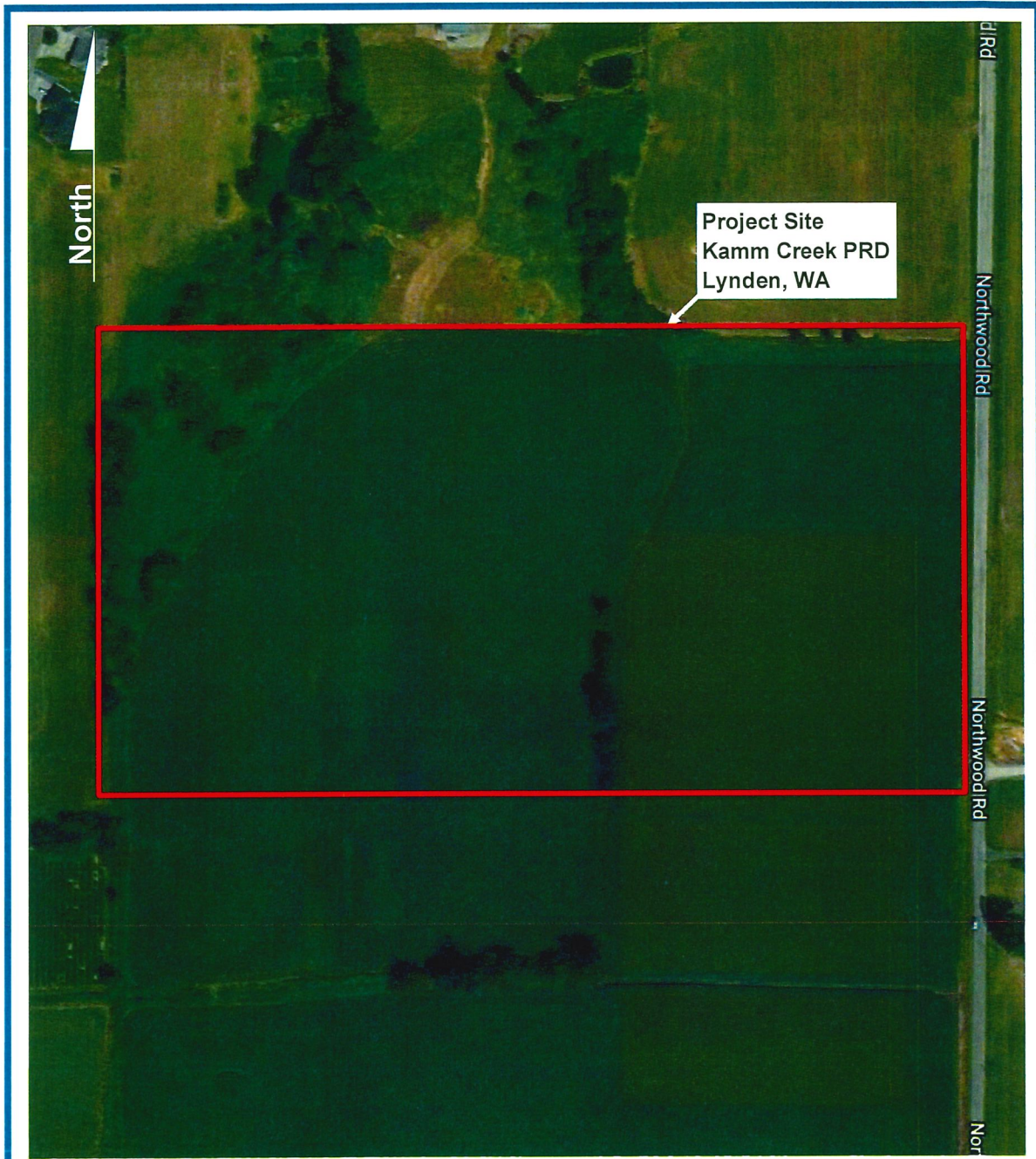
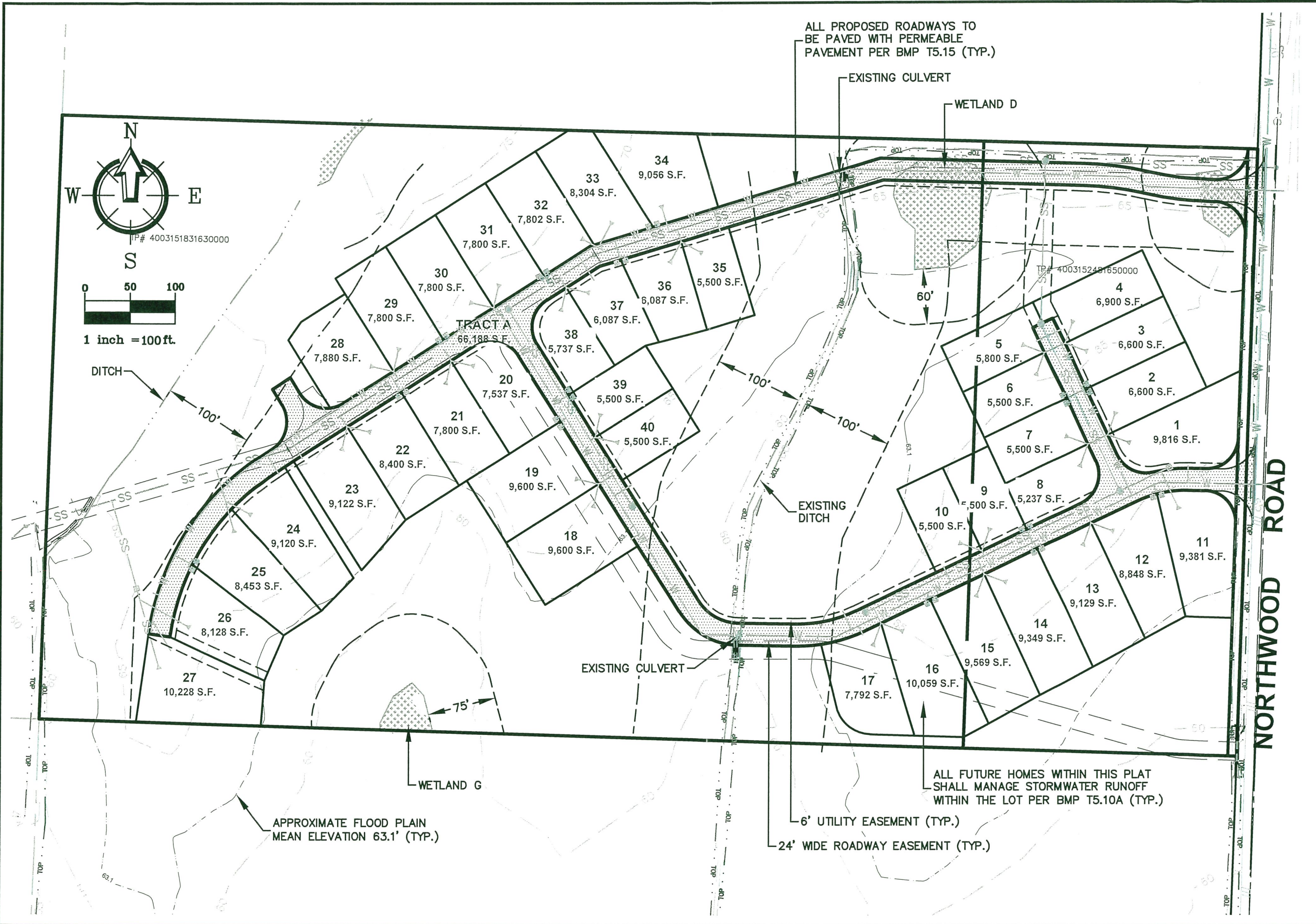


Image courtesy of Google Maps

	<p>Aerial Photograph of Site</p>	<p>Figure 2</p>
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SHEET CONTENTS	JOB #	20024	DATE	07-21-2020
	DRAWING #	20024SP4.DWG	SHEET NAME	SD1
PRELIMINARY SITE PLAN				
220 W. Champion Street, Suite 200 Bellingham, WA 98225 F R E E L A N D & A S S O C I A T E S				



CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	November 16, 2020	
Name of Agenda Item:	Ordinance No. 1609 – Real Estate Property Tax 2021	
Section of Agenda:	New Business	
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:		
Ordinance No. 1609 – Real Estate Property Tax 2021		
Summary Statement:		
<p>The City of Lynden is required by State regulations to adopt the proposed 2021 property tax levy. Attached is a copy of the proposed Ordinance. The mil rate has been calculated on preliminary information received to date from the Whatcom County Assessor's Office. When comparing preliminary 2019 levy rates to 2020 levy rates, the decrease is estimated at 0.114 cents per mil to a mil rate of 1.57560.</p> <p>The final figures for the assessed valuation of the city's tax base are not yet available. Once those are provided by the County Assessor, an ordinance setting the final, exact levy will be provided in January 2021 for consideration.</p> <p>At today's Finance Committee meeting the draft ordinance was discussed and approved for review by the full Council.</p>		
Recommended Action:		
To adopt Ordinance No. 1609 and authorize the Mayor's signature.		

ORDINANCE NO. 1609

AN ORDINANCE FOR THE CITY OF LYNDEN
AMENDING ORDINANCE NO. 1571 LEVYING TAXES FOR
GENERAL MUNICIPAL PURPOSES FOR
TAXES COLLECTIBLE AND PAYABLE IN 2021
IN THE CITY OF LYNDEN, WASHINGTON

The City Council of the City of Lynden does ordain as follows:

Section A. The City of Lynden hereby levies, for 2021 taxes, for the purpose of meeting the expenditures of the City of Lynden, Washington, for the year 2021, the following specific sums:

CURRENT EXPENSE FUND	\$2,915,871
BERTHUSEN PARK	\$65,000
2012 LTGO REFUNDING BOND DEBT	<u>\$545,600</u>
TOTAL	\$3,526,471

Section B. In order to raise said specific sums, there is needed a levy of \$1.57560 per thousand dollars of assessed valuation of the property in the City of Lynden as shown by the assessment roll for the year 2020.

Section C. Any ordinance or parts of ordinances in conflict herewith are hereby amended.

Section D. This ordinance amends Ordinance No. 1571 and shall take effect and be in force from and after its passage by the City Council and after its approval by the Mayor, if approved, otherwise, as provided by law and five (5) days after the date of its publication.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, _____ IN FAVOR,
_____AGAINST AND SIGNED BY THE MAYOR THIS 16th DAY OF NOVEMBER 2020.

MAYOR

Scott Korthuis

ATTEST:

Pam Brown
City Clerk

APPROVED AS TO FORM:

Robert Carmichael
City Attorney

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	November 16, 2020	
Name of Agenda Item:	Resolution No. 1027 – Fire Station Remodel Project Funding Proposal	
Section of Agenda:	New Business	
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:		
Resolution No. 1027 – Fire Station Remodel Project Funding Proposal		
Summary Statement:		
<p>The City of Lynden after considering the emergent needs of the City seeks to improve its fire-fighting capability through infrastructure improvements by remodeling and expanding the City of Lynden Fire Station.</p> <p>The attached Resolution No. 1027 proposes a funding plan to achieve the needed fire infrastructure improvements.</p> <p>The Finance Committee reviewed this resolution earlier today and approved it for review by the full Council.</p>		
Recommended Action:		
To adopt Resolution No. 1027 and authorize the Mayor’s signature.		

RESOLUTION NO. 1027

A RESOLUTION ESTABLISHING A FUNDING PROPOSAL FOR
THE FIRE STATION REMODEL PROJECT
CITY OF LYNDEN, WASHINGTON

WHEREAS, the City of Lynden after considering the emergent needs of the City seeks to improve its fire-fighting capability through infrastructure improvements by remodeling and expanding the City of Lynden Fire Station; and

WHEREAS, this modification will require substantial City resources to perform the needed improvements; and

WHEREAS, Resolution No. 1027 puts forth the proposed details of a funding plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lynden, Washington the following proposed funding plan for the Fire Station Remodel Project:

1. In 2021 the project cost is \$3,000,000. Use the Fire Suppression Tax money (appx. \$200,000) in the General Fund to pay the initial payment. Create an inter-fund loan for the remaining amount of \$2,800,000 from the Water Fund.
2. From 2022 to 2025 pay the interest on the \$2,800,000 loan (appx. \$84,000 per year) from the General Fund using Fire Suppression Tax money first.
3. In 2025 the 2005 LTGO Bond will be paid off; at this point create a new bond to pay off the inter-fund loan and redirect the money from the paid off 2005 LTGO Bond to make the payments on the new Fire Station Bond.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE OF _____ IN FAVOR,
_____AGAINST, SIGNED THIS _____ DAY OF NOVEMBER, 2020.

MAYOR

Scott Korthuis

ATTEST:

APPROVED AS TO FORM:

Pam Brown
City Clerk

Robert Carmichael
City Attorney

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
Name of Agenda Item:	2021 Legislative Agenda	
Section of Agenda:	New Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review:
		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
1) 2021 Legislative Agenda 2) 2021 Legislative Agenda PowerPoint		
Summary Statement:		
<p>Lynden has a practice of adopting a Legislative Agenda that is used to focus advocacy at the State Legislature. This practice formalizes and strengthens our legislative "ask," and gives it added credibility with state lawmakers. We propose the following for the 2020 Legislative Session:</p> <p><u>Jim Kaemingt Trail Connection \$1.1 million:</u> This section of trail will link the existing City Trail to the trail around Fisher School that was completed in 2018. The City expects to have the trail under construction in 2021.</p> <p><u>West Front Infrastructure \$3 million:</u> This project would provide infrastructure improvements to West Front Street to facilitate development of nearby industrial land.</p> <p><u>Line and Bradley Roads \$3 million:</u> This is the arterial between Lynden High School and Lynden Middle School. This ¾-mile stretch of road will include a path/sidewalk as well as a widened street and a new culvert.</p> <p><u>Duffner Ditch Culvert Replacement. \$700,000:</u> The State is replacing most state-owned culverts to improve fish passage. This in turn means that downstream locally owned culverts must also be replaced. In Lynden the City must replace its culvert on the Duffner Ditch.</p> <p>In addition to the specific projects described above, there are a number of important policy issues at the state level that could directly affect Lynden. The second page of the attached document describes those issues and the proposed positions that City would take toward them.</p>		
Recommended Action:		
Approve the 2021 Legislative Agenda		

CITY OF LYNDEN

Mayor Scott Korthuis
360-354-1170



City of Lynden 2021 Legislative Agenda

Priority #1: Jim Kaemingk Trail Connection (Capital)

Perhaps the most treasured asset in Lynden and northern Whatcom County is the City’s Jim Kaemingk Trail. It currently is two miles long and provides safe student access to six schools and four public parks. Two existing sections of Trail (in green) now need to be connected (in red). The cost to build this ½-mile link is **\$1.1 million**.

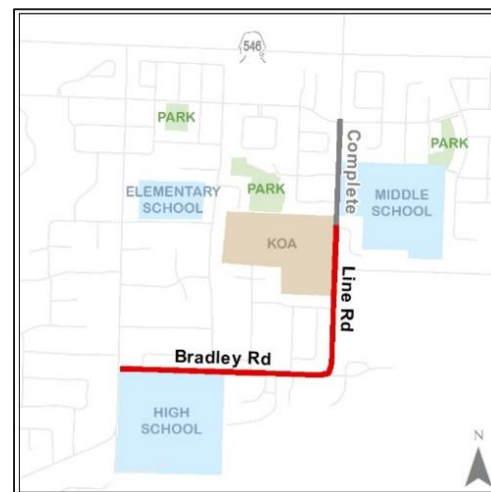


Priority #2: West Front Infrastructure (Capital)

The City requests \$3.2 million to make sewer and stormwater infrastructure improvements to West Front street to facilitate the development of nearby industrial land. The project is shovel-ready and will provide family-wage jobs as our economy begins to rebound from the COVID-19 pandemic.

Line & Bradley (Transportation)

Line and Bradley roads link Lynden High School and the Lynden Middle School. As such they are major connectors for cars, bikes, and children walking to school. Line road is 24’ wide with no bike or pedestrian facilities and Bradley Road has an unprotected widened shoulder on one side, offering limited protection to pedestrians. Only a small section of Line Road, directly in front of the Middle School, has been improved. The total cost to improve this critical ¾ mile link between the two schools for bikes, pedestrians and vehicles is \$3 million.



Local Culvert Replacements to Align with WSDOT

Under a recent Washington Supreme Court decision, WSDOT must replace all state-owned culverts. To maximize these investments and ensure that the state culvert replacements improve fish habitat, locally-owned culverts downstream of the WSDOT culverts also need to be addressed. In Lynden, WSDOT is planning to replace two culverts, SR 539 (Guide Meridian) and SR 546 (Duffner Ditch), in 2021-23. Downstream of these two improvements is a city-owned culvert at Duffer Ditch (Site ID 1280095). The City requests \$700,000 to replace this culvert and improve habitat to support chum, coho, steelhead, SR cutthroat, and resident trout. The County is also planning to replace a culvert downstream of the WSDOT improvements, making this City culvert part of a State-City-County continuum to improve fish habitat.

City of Lynden 2021 Legislative Agenda Policy Statements

Managed Aquifer Recharge: Lynden received a \$4.7 million grant from the Department of Ecology to conduct an innovative pilot program to recharge the Nooksack River's aquifer. This project will not only increase minimum water flows in the Nooksack during critical low time periods, but will at the same time grant Lynden more municipal water

Nooksack Basin Water Rights: Lynden encourages the State and the Washington State Department of Ecology to pursue alternatives to adjudicating water rights in the Nooksack Basin. Adjudication would be time consuming and costly compared to other alternatives that would ensure water rights are available to all interests in the basin.

Growth Management Act: Lynden will monitor legislative proposals that propose reforms to the Growth Management Act (GMA), and will support reform proposals that address the impacts that the GMA has had on smaller communities. Lynden has experienced a significant amount of growth as people leave Bellingham and other urbanized areas to live in a setting with single-family homes. Meanwhile, areas of the City's UGA are in environmentally sensitive flood-prone areas that are challenging and costly to develop.

Affordable Housing: Lynden is very aware of the rising cost of homes and is concerned that affordable housing will no longer be available to its residents, and its future generations. The City will support proposals that remove regulations to make housing more affordable, including those stemming from the Growth Management Act, new energy-based building code requirements and other regulations driving up the costs of housing development.

COVID-19 Response: Lynden encourages the Legislature to develop consistent statewide policies that facilitate the re-opening of our statewide economy, including the return of our students to school, in a safe and practical manner. Lynden also encourages the state to explore innovative solutions to monitor coronavirus outbreaks, such as sewage monitoring.

Public Records: Lynden will monitor proposals to amend the Public Records Act and will support proposals that prevent malicious requests and increase cost recovery to the City while maintaining transparency.

State-Shared Revenues: Lynden supports ongoing and enhanced funding for state-shared revenues, including the state allocating a share of any federal funds to respond to the COVID-19 pandemic.

CITY OF LYNDEN
2021 STATE LEGISLATIVE SESSION

BRIAHNA MURRAY
STATE LOBBYIST
GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS

PURPOSE

- Background on 2021 Legislative Session
- Legislative Agenda Review

BACKGROUND ON 2021 LEGISLATIVE SESSION

- Regular session scheduled to begin January 11, 2021
- Format of session will be mostly virtual
- Democrats maintain majorities in House and Senate
- Emerging policy issues (e.g. police reform, housing/rental assistance, racial equity)
- Focus on revenue shortfall in state budgets: operating, capital, and transportation

BACKGROUND ON 2021 LEGISLATIVE BUDGETS

Operating

- Funds all state agency operations
- Revenue shortfall of just under \$4 billion in 2021-23.
- Waiting on federal assistance.
- Discussion will focus on budget cuts *and* new revenue.

Capital

- Funds public and nonprofit construction projects (excluding transportation)
- \$2.5-\$3 billion budget
- Focus on stimulating the economy and supporting vulnerable populations

Transportation

- Revenue shortfall caused by reduced gas tax and toll revenues from COVID-19 pandemic
- I-976 (\$30 car tabs) overturned by the Washington Supreme Court
- Discussions around a revenue package began in 2019
- Linked to climate policy: low carbon fuel standard, cap and trade, and carbon tax

LEGISLATIVE AGENDA

- Jim Kaemingk Trail
- West Front Street
- Line & Bradley
- Local Culvert Replacement
- Policy Statements

THANK YOU & QUESTIONS?

Briahna Murray, State Lobbyist
(253) 310-5477, bmurray@gth-gov.com

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Forge Fitness Pre-Lease Building Renovation Agreement	
Section of Agenda:	New Business	
Department:	Administration	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
<u>Legal Review:</u>	<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	Pre-Lease Building Renovation Agreement	
Summary Statement:	<p>The City is entering into a Lease Agreement with Forge Fitness to operate the recreation facility at 100 Drayton Street in Lynden. That lease becomes effective January 1, 2021. However, Forge Fitness wishes to begin renovations within the facility immediately.</p> <p>This Pre-Lease agreement allows Forge Fitness to begin renovation as soon as the signatories sign it. It contains standard language that indemnifies the City, and expires January 1, 2020, when Forge Fitness begins to operate the facility.</p>	
Recommended Action:	Authorize the Mayor to sign the Pre-Lease Building Renovation Agreement.	

PRE-LEASE BUILDING RENOVATION AGREEMENT

THIS PRE-LEASE BUILDING RENOVATION AGREEMENT (“Agreement”) is entered into this _____ day of November, 2020 (“Effective Date”) by and between the City of Lynden (“City”), a Washington municipal corporation, and Davidson Fitness Inc dba Forge Fitness Lynden, Inc. (“Forge Fitness”), a Washington corporation. The City and Forge Fitness may also be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the City of Lynden and Forge Fitness entered a lease agreement of even date herewith (“Lease”), attached as **Exhibit A**, under the terms of which Forge Fitness will lease from the City the building situated at 100 Drayton St., Lynden, Washington (“Building”); and

WHEREAS, the Building includes a swimming pool, two racquetball courts, a gymnasium, a weight room, storage rooms, offices, rest rooms, showers, and locker rooms (“Facilities”); and

WHEREAS, the City is leasing the Building to Forge Fitness with the intention that Forge Fitness will operate the Facilities for the benefit of the public; and

WHEREAS, the Lease term for the Building will not begin until January 1, 2021; and

WHEREAS, Forge Fitness wishes to conduct significant renovations to the Building as contemplated in the Lease, including without limitation renovation of the ceiling above the pool, replacing rug flooring with hard tile, painting throughout the building, upgrading the locker rooms, and remodeling the front lobby; and

WHEREAS, Forge Fitness expects said renovations to require several months of work and has requested access to the Building and Facilities for the purpose of starting work prior to commencement of the Lease (“Pre-Lease Renovation”); and

WHEREAS, the City wishes to allow Forge Fitness to conduct Pre-Lease Renovation to minimize the time the facilities are unavailable to the public during the term of the Lease; and

WHEREAS, the Parties wish to memorialize their agreement regarding the conditions of use associated with Forge Fitness’ access to the Building to perform Pre-Lease Renovation;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties agree as follows:

TERMS

1. CONDITIONS OF USE. City hereby grants permission for Forge Fitness, and any contractors or subcontractors retained by Forge Fitness, to access the Building during and outside normal business hours to perform Pre-Lease Renovation and for no other purpose except as may be provided under the terms of the Lease.

2. TERM. This Agreement shall commence on the Effective Date and terminate on January 1, 2021.

3. RENOVATION REQUIREMENTS. Pre-Lease Renovation must comply with the terms set forth in Section 7 of the Lease. Failure to comply with Section 7 of the Lease shall be a material breach of this Agreement.

4. DAMAGES. Forge Fitness shall be financially responsible for any and all damages to the Building or the Facilities, including property damage, structural damage, and personal injury to or caused by Forge Fitness, its employees, contractors, agents, or guests which results from Forge Fitness' use of the Building or Facilities in accordance with this Agreement.

5. INDEMNIFICATION. Forge Fitness shall indemnify and hold harmless the City, its officials, employees, volunteers, and attorneys, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Forge Fitness' use of the Building, sustained by any person or persons, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Forge Fitness, its employees, agents, contractors, or guests.

6. INSURANCE. Forge Fitness shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the term of this Agreement, general liability insurance from an insurance company licensed in the State of Washington and acceptable to the City. The required insurance shall be evidenced by a certificate of insurance submitted to the City prior to the Effective Date. Forge Fitness shall name the City as an additional insured under the general liability policy, with minimum limits of \$2,000,000.00 per occurrence. Forge Fitness' maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Forge Fitness to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

7. NON-EXCLUSIVE USE. Forge Fitness recognizes, understands and acknowledges that this Agreement is non-exclusive, and that the swimming pool located in the Building will continue to be used by the Bellingham Bay Swim Team ("BBST"), also known as "Let's Pool Together," during the term of this Agreement. Forge Fitness shall communicate its Pre-Lease Renovation plans to BBST where such plans may impact BBST's use of the swimming pool and shall make all reasonable efforts to coordinate its Pre-Lease Renovation with BBST so as to minimize disruption to BBST's use of the swimming pool in the Building.

8. NON-ASSIGNMENT. Forge Fitness shall not assign or transfer this Pre-Lease Renovation Agreement without the prior written consent of the City.

9. REPRESENTATIONS AND WARRANTIES BY FORGE FITNESS. Forge Fitness warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the State of Washington and is duly authorized and in good standing to conduct business in the State of Washington, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Forge Fitness has been duly authorized to act for and bind Forge Fitness.

10. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be Whatcom County Superior Court.

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

12. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

**DAVIDSON FITNESS INC
DBA FORGE FITNESS LYNDEN, INC.
d.b.a. FORGE FITNESS**

CITY OF LYNDEN

Date:

Mayor Scott Korthuis Date:

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	November 16, 2020	
Name of Agenda Item:	Lease Agreement for 100 Drayton St. Facility	
Section of Agenda:	New Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks <input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Lease Agreement	
Summary Statement:	<p>The Whatcom County Family YMCA ran Lynden’s recreation facility at 100 Drayton Street from 1997 until it closed March 17 due to COVID related problems. The City issued a Request for Information soliciting potential agencies interest in operating the facility. Six parties responded. Subsequently a Request for Proposals was publicized and received three responses. A panel selected Forge Fitness Inc. as the successful candidate.</p> <p>The Lease Agreement with Forge Fitness is attached. It commits the City to pay \$150,000 for renovations needed to reopen the facility, and \$25,000 each year thereafter to the operator for the cost of renovations the operator expects to make. Together, the City and the operator will pay to remove old ceiling insulation, painting, HVAC work, new flooring, mezzanine construction, and windows and doors among other things. The operator will pay the City 40% of revenue above \$40,000/month (based on a 3-month average), with those payments to begin April 1, 2021. As part of the agreement, the operator will offer discounted rates to Lynden residents, and will accept government subsidized memberships for seniors.</p> <p>The Agreement is effective January 1, 2021 and has a 5-year term. It will automatically renew for five, five-year terms unless terminated by either party.</p>	
Recommended Action:	Move to authorize the Mayor to sign the Lease Agreement with Forge Fitness to operate the recreation facility at 100 Drayton Street in Lynden.	

RECREATIONAL FACILITY LEASE AGREEMENT

This Recreational Facility Lease Agreement (“Agreement” or “Lease”) is entered into by and between the City of Lynden (“City” or “Lessor”), a Washington municipal corporation, and Davidson Fitness Inc dba Forge Fitness Lynden, Inc. (“Lessee” or “Forge Fitness”), a corporation organized under the laws of the State of Washington. The Lessor and Lessee also may be referred to herein individually as “Party” or collectively as “Parties.”

For valuable consideration contained herein the receipt of which is acknowledged, the City and the Lessee agree as follows:

- 1. **Description of Premises.** The Lessor owns that certain real property and all improvements located thereon situated at 100 Drayton St., Lynden, Washington, as described in Exhibit A, (which real property and improvements are hereinafter collectively referred to as the “Premises” or “Building”).
- 2. **Demise of Premises.** Lessor hereby leases and demises unto Lessee, and Lessee hereby leases from Lessor, the Building. The Building includes without limitation a swimming pool, two racquetball courts, a gymnasium, weight room, storage rooms, offices, rest rooms and shower, and locker facilities.

Term. The Lease term for the Premises shall be five (5) years beginning January 1, 2021, and ending December 31, 2025. The Lease shall automatically renew for an additional five (5), five (5) year terms, unless terminated by one Party providing written notice to other Party not less than six (6) months before the expiration of any five (5) year term. In the event each potential term is automatically renewed this Lease shall expire December 31, 2050. Lessor shall not have the right to terminate the Lease without cause sooner than twenty years from its inception. Lessor may accomplish Lease termination without cause at the end of its third renewal term (December 31, 2040), or any term thereafter. Termination for cause shall require Lessee’s material breach of the Lease that was not cured by Lessee within twenty-one (21) days of receipt of written notice of such breach. Any termination of the Lease by the Lessor or Lessee, with or without cause, shall meet the prior six (6) months’ notice requirement herein.

- 3. **Rent and Leasehold Tax.** Rent due for each month of this Lease shall be forty percent (40%) of that portion of the average monthly gross revenue collected by Lessee over the prior three (3) months exceeding Forty Thousand Dollars (\$40,000.00); provided that, said rent due shall be capped at not more than Five Thousand Dollars (\$5,000.00) per month. Said \$5,000.00 monthly cap shall be adjusted annually every January 1st by the increase in the Consumer Price Index for Seattle-Tacoma-Bellevue for the prior twelve (12) months. Monthly rental payments shall commence on April 1, 2021 and shall be due and payable on the first day of each calendar month thereafter for so long as this Lease or any additional Lease term remains in effect. Leasehold tax shall also be due with the Lessee’s rental payment each month in the amount of 12.84% of the rent due. The

maximum leasehold tax due under this lease shall be \$642 per month based on a \$5,000 rental payment.

4. **Additional Rent.** The Parties acknowledge and agree that the Rent described in Section 4 payable by Lessee under this Lease is net of casualty insurance and utilities. Management and operating costs applicable to the Building shall also be payable by Lessee per Section 5. The Parties intend the Agreement to be a “triple net” lease and as such Lessee shall pay as follows:
 - 4.1 **Insurance on Premises.** Lessor shall obtain and keep in force during the term of this Lease and any extension hereof, at Lessee’s expense, a policy or policies of “All Risk” insurance covering loss or damage to the Premises in an amount determined by Lessor from time to time, providing protection against all perils including fire, theft and vandalism, and any such other risks as Lessor deems advisable. Lessee shall obtain and keep in force during the term of this Lease, at Lessee’s expense, a policy or policies of insurance covering loss or damage to Lessee’s leasehold improvements and personal property in an amount not less than the full replacement value thereof.
 - 4.2 **Utilities.** Lessee shall pay all charges for public utilities, including without limitation water, sewer, stormwater, electricity, garbage, natural gas and any other power source costs which shall be used in or charged against the Premises during the term of this Lease or renewal hereof.
5. **Management and Operational Responsibility, Upkeep, and Repairs.** Lessee shall be solely responsible for management and operation of the Premises and all costs associated therewith including all costs associated with labor, materials, supplies, and equipment. Lessee shall be responsible for the general upkeep and janitorial services for the Building. General upkeep and janitorial services include without limitation daily cleaning and stocking of restrooms, ordinary and ongoing pool maintenance, changing light bulbs and fixtures as needed, floor maintenance such as sweeping, washing, and waxing, maintenance of program equipment such as exercise equipment, volleyball or pickleball nets, swimming floating devices, pool lifts, vending machines, office equipment and general grounds maintenance. Lessee shall further be responsible for repairs to the Premises; except for major maintenance repairs costing in excess of Fifteen Thousand Dollars (\$15,000.00). Lessor and Lessee shall together conduct a semi-annual inspection of the Premises to assess any needed repairs. Lessee shall in addition promptly notify Lessor of any required repairs or maintenance that is the responsibility of Lessor under this section.
6. **Payments to Lessee.** The reopening of the Building pursuant to this Lease has great value to the City and its citizens as the principal indoor recreational resource in the greater Lynden community. Lessee’s intended improvements to the

Building will provide further community benefit. In consideration thereof, Lessor will make payment to Lessee as described below.

- 6.1 Reopening.** Within thirty (30) days of first fully reopening the Building to the public for public recreational use, the Lessor shall make a one-time payment to Lessee in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00). This payment covers extraordinary renovations done to the facility that could include, but not limited to: ceiling insulation removal and repair; mezzanine construction including new stairway; window installation; new flooring and paint; locker room renovation; and new reception desk. Outdoor extraordinary renovations may include new siding or cladding.
- 6.2 Reimbursement for Renovation.** Lessee intends to renovate the Building. Subject to Section 7 herein, Lessor shall reimburse Lessee for Lessee’s documented out-of-pocket expenditures for design, construction, labor, and materials in Building Renovations (“Capital Expenditures”). Once per calendar year, on or before January 1, 2022, and each January 1 thereafter for so long as this Lease or renewal hereof remains in effect, Lessor shall reimburse Lessee for documented out-of-pocket Capital Expenditures up to a maximum of Twenty-Five Thousand Dollars (\$25,000.00) per year.
- 7. Building Renovations.** This Lease contemplates Lessee will undertake renovations of the Building (“Building Renovations”).

 - 7.1 Drawings, Designs, Plans, Specifications, Schematic Diagrams.** Lessee shall provide Lessor with copies of any and all architectural drawings, designs, construction plans, specifications, schematics and other materials associated with any design of Building Renovations not less than thirty (30) days prior to intended commencement of any construction unless parties mutually agree to shorter timeline. Construction shall not commence unless and until the Lessor has approved all such drawings, designs, plans, specifications, and schematics. Such approval by the City does not provide any assurance of structural integrity, or absence of defects in design, construction practice, or materials, and in no event shall the City be liable for said approval.
 - 7.2 Construction.** Lessee shall provide Lessor with a copy of the proposed contract for Building Renovations and the name of the Contractor not less than thirty (30) days prior to intended commencement of any construction. Construction shall not commence unless and until the Lessor has approved the proposed construction contract and the Contractor; provided that, such approval shall not be unreasonably withheld. The Parties acknowledge that any such construction contract shall contain indemnification and insurance provisions reasonably acceptable to Lessor, including naming the Lessor as an additional insured on any applicable insurance policies. The Lessor and

its agents shall have a right to enter the Building at any time for purposes of inspecting ongoing or recently completed construction activities.

- 7.3 Compliance with Legal Requirements and Permits.** Any and all Building Renovations shall conform to all federal, state, and local laws, regulations, and ordinances, including without limitation all federal and state laws and regulations pertaining to access for persons with disabilities. All required permits shall be obtained prior to construction.
- 7.4 Building Renovations – Public Notice and Access.** Lessee shall provide at least twenty-one (21) days advance written notice to the public of any Building Renovations. Such notice shall at minimum include posting signage in the Building and on any website for the Building controlled by Lessee. During Building Renovations, Lessee shall accommodate public access to the Building in a manner to allow activities to continue to the extent feasible, and ensure the safety of all members of the public and Lessee’s employees.
- 7.5 Building Renovations on Termination or Expiration of Lease.** Upon termination or expiration of this Lease and any renewal hereof, all Building Renovations shall become the sole property of Lessor.
- 8. Condition of Premises and Building.** Lessee accepts the Premises “as is,” as inventoried, and agrees that the Premises are in acceptable condition, subject to Lessee’s right to make Building Renovations. The Lessee accepts responsibility for any damages to the Premises caused by the Lessee, or by Lessee’s business invitees and members of the public.
- 9. Care of Building and Premises.** The Premises shall at all times be kept and used in accordance with the laws of the State of Washington and ordinances of the City, and in accordance with all directions, rules and regulations of the County health officer, City building inspector, City fire department, or other proper officer of the City or County. The Lessee shall permit no waste, damage, or injury to the Premises and at Lessee’s own cost and expense shall keep such waste, damage, or injury, from occurring.
- 10. Signs.** Lessee shall not erect or place, or permit to be erected or placed, any signs, lettering, or advertising of any kind or nature on the exterior walls unless such signage that meets all relevant described in the City Municipal Code.
- 11. Non-Discrimination.** The Lessee shall comply with all federal, state, and local laws governing non-discrimination. The Lessee will not discriminate in providing access or services to the public because of race, creed, color, sex, age, marital status, or national origin. Further, the Lessee will not discriminate in providing services against any person because of the presence of any sensory, mental, or physical disability.

12. **Use of Building.** Lessee covenants and agrees that the Building shall be fully open to and serve the public during the entire term of this Lease or any extension hereof; except as required to accommodate construction or inspections. Lessee shall conduct its business so as to maximize the public benefit which can be produced therefrom, consistent with good business practices of similar facilities. To meet this obligation, at minimum, Lessee shall provide and adequately staff programs, particularly aquatic, swimming, and water safety programs, for all age groups, including senior citizens and children; and Lessee shall further accommodate competitive swimming programs, meets, and tournaments, including those from public and private schools. Lessee shall provide a discounted rate for membership and any facility use within the Building to senior citizens (65 or older), children under twelve (12) years of age, and residents of the City of Lynden; provided that any one person may not aggregate discounts (e.g., senior citizen resident of Lynden would be entitled only to the greater discount offered as between a senior citizen discount and Lynden resident discount.) Further, Lessee agrees to accept government subsidized programs such as Silver Sneakers Medicare Fitness program for seniors that reduce or eliminate the direct cost of membership to the facility.
13. **Rules of Conduct.** The Lessee shall develop rules of conduct for members of the public using the facilities in the Building intended to promote a family friendly atmosphere, enjoyable for people of all ages. Lessee shall have full discretion to adopt and enforce such rules of conduct on the Premises without interference of Lessor, which should include without limitation restrictions on aggressive behavior; vulgar language, bullying, inappropriate attire for a family environment and public displays of affection inappropriate for family environment. Lessee may suspend or revoke privileges and ban persons from entering the Building for violations of its rules without consulting Lessor. Notwithstanding the foregoing, Lessee's rules of conduct and its enforcement thereof, shall not violate laws governing non-discrimination as described in Section 11.
14. **Assignment, Sub-lease, and Change of Program or Service Providers.** Neither this Lease, nor any of the Lessee's rights hereunder, may be assigned or sub-let without the prior written consent of the Lessor, which consent may be withheld or granted in Lessor's sole discretion. Lessee may at any time change programs and services and providers of programs and services for activities offered within the Building with the prior written consent of Lessor, which consent shall not be unreasonably withheld.
15. **Default and Re-Entry.** If Lessee shall violate or default in any of the covenants and agreements herein contained, or if the Leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with their creditors under Chapter 11 of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or

otherwise, then the Lessor may cancel this Lease upon giving the notice required by law and re-enter the Building and take possession thereof.

- 16. **Right of Access.** The Lessor, or its agents may, upon giving reasonable notice to the Lessee, enter the Building during reasonable hours to inspect same, make necessary or agreed repairs, or to exhibit the Premises to prospective purchasers, mortgagors, lessees, workmen or contractors. This right of entry shall not be construed as an agreement on the part of the Lessor to make any repairs. Lessor further reserves the right to enter upon the Building at any reasonable time, without notice, during the thirty (30) day period immediately preceding the expiration of this Lease or any extension thereof, for the purpose of showing the Building to prospective lessees or purchasers.

- 17. **Non-liability of Lessor.** All personal property on the Premises shall be at the risk of Lessee. The Lessor and Lessor’s employees and agents, shall not be liable for any injury to the Lessee, its employees, agents, business or social guests, invitees, members, or any member of the public, entering the Premises for any reason, or for any loss of or damage to goods and chattels resulting from any defect in the Premises or any equipment installed or located therein: and the Lessee shall indemnify the Lessor and hold Lessor harmless from any and all claims for such injury or damage. If any employee or agent of the Lessor shall, at the request of the Lessee, render any service or do any act for or on behalf of or at the direction of the Lessee, which act or service is not required by this Lease to be rendered by the Lessor, then in any and all such cases such employee or agent of the Lessor becomes wholly the agent of Lessee and the Lessor shall not be liable in any manner for damage to property, or injury, or death to persons arising out of or in connection with such service or act.

- 18. **Indemnification.** Lessee shall indemnify, defend, and hold harmless the Lessor and Lessor’s employees and agents from any and all claims for damages, injury, or loss suffered or alleged to be suffered in or about the Premises by any person, firm, or corporation, to the full extent permitted under law, except to the extent such damages, injury, or loss are due to the negligence of Lessor, Lessors employees, or Lessors agents.

- 19. **Notice.** Notices, demands, and correspondence to the City and Forge Fitness shall be sufficiently given if dispatched by pre-paid first-class mail, or via email, to the addresses of the Parties as designated. Notices sent via first-class mail shall be deemed effective two (2) business days after they are postmarked and notices sent via email shall be deemed effective on the date sent if they are sent before 5:00 pm; if they are sent after 5:00 pm they shall be deemed effective on the following day. The Parties hereto may, from time to time, advise the other of new addresses for such notices, demands, or correspondence.

To Lessor:
City Administrator
City of Lynden
300 Fourth Street
Lynden, WA 98264
martinm@lyndenwa.org)

To Lessee:
Forge Fitness
Attention: _____

Email: _____

- 20. **Insurance.** Lessee shall at all times maintain a liability insurance policy in connections with operations under this Lease in the minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence, and Two Million Dollars (2,000,000.00) aggregate, in a company acceptable to Lessor for the entire term of this Lease, or any extension hereof. Lessor shall be named as an additional insured on said policy. A copy of such current policy and any renewal thereof shall be provided to the Lessor.
- 21. **Lease Binding.** This Lease shall be binding on the Lessor and Lessee and on their successors and assigns, provided, however that this paragraph shall not be construed as permitting any assignment or transfer that is prohibited under Section 14 hereof.
- 22. **Destruction of Property.** In the event that the Building is partially destroyed, this Lease remains binding and Lessee shall continue to operate the unaffected portion of the Building in as full compliance with the terms and conditions of this Lease as is reasonably attainable, although rent, and any payment obligations of Lessor, is abated at the time of partial or total destruction and for so long as the destruction precludes use of the Building substantially as intended. If the Building is totally destroyed to such an extent that the damage cannot be repaired within ninety (90) days, Lessor has the option to repair or terminate this Lease upon thirty (30) days written notice, without liability.
- 23. **Abandoned Property.** Upon Lease termination and surrendering possession of the Premises to the Lessor, any personal property remaining in or about the Premises or Building shall be assumed by the Lessor to be abandoned property and may be disposed of in accordance with laws of the state.
- 24. **Possession.** It is the Lessor’s intent that the Lessee shall have possession of the Premises on the date of the beginning of the lease term.
- 25. **Relationship of the Parties.** The Parties agree that they are each independent entities operating pursuant to the terms and conditions of this Lease. No agent, employee, servant or representative of a Party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose. Unless otherwise provided, each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Lease or any extension hereof.

- 26. **Attorney's Fees and Costs.** In case suit or action is instituted to enforce any right, obligation, or term of this Agreement, the Party not prevailing shall pay the prevailing Party's costs and disbursements relating to said proceedings, and such sum as the court determines reasonable for attorney's fees connected with said proceedings.

- 27. **Nonwaiver of Breach.** Failure of either Party at any time to require performance of any provision of this Lease shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Lease constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

- 28. **Governing Law and Venue.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

- 29. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

- 30. **No Construction Against Preparer of Lease.** This Lease is the product of the efforts of both Lessor and Lessee, expresses their mutual agreement, and should not be interpreted in favor of either Party or against either Party merely because they drafted the Lease or any provision thereof.

- 31. **Complete Agreement.** This Lease contains all of the terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Lease.

In Witness Whereof, the parties have executed this agreement on the _____ day of _____, 2020.

LESSOR (Mayor Scott Korthuis)

Date

LESSEE (Forge Fitness)

Date

Acknowledged by City Clerk:

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

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

DATED: _____

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

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that _____ and _____ is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as President of Forge Fitness to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

DATED: _____

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

Exhibit A

The existing building located easterly of the existing tennis courts within Whatcom County Tax Parcel No. 400320 354542 0000.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
Name of Agenda Item:	CDC Minutes of 10-21-2020	
Section of Agenda:	Other	
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:		
Draft Community Development Committee Meeting Minutes of October 21, 2020		
Summary Statement:		
Draft CDC Minutes of 10-21-2020 attached for review.		
Note: Attached minutes have not yet been approved by the CDC.		
Recommended Action:		
Council Review		

CITY OF LYNDEN



PLANNING DEPARTMENT
Heidi Gudde – Planning Director
(360) 354 - 5532

COMMUNITY DEVELOPMENT COMMITTEE MEETING AGENDA

4:00 PM October 21, 2020
2nd Floor Conference Room, City Hall

1. ROLL CALL

Council: Kyle Strengholt, Brent Lenssen, Gary Bode, Mayor Scott Korthuis
Staff: Mike Martin, Heidi Gudde, Ted Brouwer
Resident: Tim DenBleyker
City Council: Gary Vis

2. APPROVAL OF MINUTES –

a. Special Meeting of Council and Planning Commission of 7-22-20
Minutes approved by Council and Planning Commission.

3. Resident Complaint

Lynden resident, Tim DenBleyker joined the CDC to discuss his code violation that involves a vehicle parking over the sidewalk.

4. INFORMATIONAL ITEMS

Adoption of the Latest International Building Codes (IBC). Ted Brouwer, building official, joined the CDC to give the Committee and update on the update to the IBC.

Feb 1, 2021 starts the new building code. Ted expects that one significant aspect is the energy code and the discouragement of use of fossil fuels.

BL asked what will be the big change affecting the building industry? Ted expects this will force builders to use heat pumps and this will require additional draw on the electrical system. Gas back up can be in place but you cannot get energy credits for that furnace.

Ted talked briefly about the State’s prescriptive methods and that it would cost more to each homeowner. Trade association estimates that the energy code update could be as high as \$10,000 per home.

Lumber prices also affecting lumber and siding by an average of \$15,000 to \$20,000 per home.

Ted anticipates that a lot of permits will come in ahead of the code change on February 1st.

5. DISCUSSION ITEMS

a. Enforcement Stance on Building without a Permit

HG gave an overview of the issues that are occurring within the City regarding construction without a permit.

Planning Department suggests that construction that is noticed that involves a primary structure should be sent a letter.

Conclusions:

- Add informational fliers to the water bills annually.
- Process to include:
 1. Warning letter (regular mail).
 2. After 21 days then the 2nd letter (certified mail).
 3. Site visit code officer.
 4. Cloud the title. Discuss the parameters for using this code and if the issue is life/safety we take a different, more immediate, approach. This could potentially appear in a City policy document.
- Gear the policy toward residential enforcement at this point. Commercial enforcement to be discussed at a later date.
- Staff to return to CDC regard a potential process laid out.

b. Design Standards – Staff Recommended Modifications / Clarifications

Roof pitch discussed. Potentially leave at 4:12 and applicant, if wanting to do a less of a pitch, seek a variance. Potentially revise so that the variance process be revised to a waiver.

CDC concluded that staff should suggest some revisions and bring them to the Planning Commission.

c. Discussion of a Parking Code Revision

The function of on-street parking and how it affects neighborhoods. Should the parking code be context sensitive so address the areas that are located along arterial streets.

Revise “retirement housing” so that Senior parking requires more parking.

d. Pepin Creek Sub-Area Plan and Financial Mitigation Update from staff.

e. Future CDC Meeting Dates:

- November 18th Date – Moved to November 12
- December 23rd Date – Moved to December 16

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 16, 2020	
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	

November 16, 2020
Monday

4:00 PM - 5:00 PM **Parks Committee Meeting -- City Hall 1st Floor Large Conference Room**

7:00 PM - 9:00 PM **Council Meetings -- Annex Council Chamber**

November 18, 2020
Wednesday

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

4:00 PM - 6:00 PM **Community Development Committee Mtg -- City Hall 2nd Floor Large Conference Room**

7:00 PM - 8:30 PM **Board of Adjustment -- City Hall 2nd Floor Large Conference Room**

November 19, 2020
Thursday

9:00 AM - 11:00 AM **Technical Review Committee Meeting -- City Hall 2nd Floor Large Conference Room**

November 20, 2020
Friday

8:30 AM - 9:30 AM **Check In-Mike/Anthony -- Mike's Office**

November 23, 2020
Monday

9:00 AM - 10:00 AM **Mike/Vern 1/1 -- Mike's Office**

November 24, 2020
Tuesday

8:30 AM - 9:30 AM **Leadership Team Meeting -- Annex Council Chamber**
Meeting will be at Annex until further notice.

November 24, 2020 Continued
Tuesday

November 25, 2020
Wednesday

All Day **Jury Trial -- Annex Council Chamber; Annex East Training Room; Annex North East Conference Room; Annex South East Conference Room**

9:00 AM - 10:00 AM **Check-In Mark/Mike -- Mike's Office**

November 26, 2020
Thursday

All Day **Thanksgiving Day -- United States**

November 27, 2020
Friday

All Day **Day After Thanksgiving Day -- United States**

December 1, 2020
Tuesday

8:30 AM - 9:30 AM **Leadership Team Meeting -- Annex Council Chamber
LT in Annex until further notice.**

5:00 PM - 6:30 PM **Design Review Board -- Annex South East Conference Room**

December 2, 2020
Wednesday

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

10:00 AM - 11:00 AM **Check-In Mike/Nic -- Mike's Office**

December 3, 2020
Thursday

9:00 AM - 11:00 AM **Technical Review Committee Meeting -- City Hall 2nd Floor Large Conference Room**

December 3, 2020 Continued

Thursday

4:00 PM - 5:00 PM

Public Safety Committee Meeting -- Police Training Room

6:00 PM - 9:00 PM

Copy: LEAF Sponsored Holiday Party -- To Be Determined

Please consider saving the date of December 3, 2020 to attend the LEAF sponsored Holiday Party.

The committee has lots of planning to do.... and we are looking forward to gathering with you to celebrate the holiday season.

More to come.

December 4, 2020

Friday

8:30 AM - 9:30 AM

Check In-Mike/Anthony -- Mike's Office

December 5, 2020

Saturday

All Day

Christmas Parade

December 7, 2020

Monday

7:00 PM - 9:00 PM

Council Meeting -- Annex Council Chamber

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 5, 2020	
Name of Agenda Item:	Public Safety Draft Minutes- November 5, 2020	
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- November 5, 2020	
Summary Statement:	Public Safety Draft Minutes- November 5, 2020 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 November 05, 2020

Call to Order

Roll Call

Members present: Mayor Korthuis and Councilors Mark Wohlrab and Brent Lenssen.

Members absent: Councilor Gerald Kuiken.

Staff present: City Administrator Mike Martin, Chief Mark Billmire, Chief Steve Taylor, Assistant Chief Tom Hatley, Support Services Manager Holly Vega

Approval of Minutes

1. Approval of September meeting minutes

The minutes from the September 3, 2020 meeting were approved.

2. Approval of October meeting minutes

The approval of the October 2, 2020 meeting minutes was deferred to the next Public Safety Committee meeting.

Items from the Audience

None

Unscheduled (20 Minutes)

None

Committee Items

3. Lynden WATCH Update

No update given, deferred to next month.

4. Public Safety Overtime - September 2020

Overtime for the Fire Dept was down in September from the previous month. Chief Billmire gave an overview of the vacation/Kelly day coverage needed for 2021, noting there are 265 (24-hr) leave shifts scheduled that will need to be filled. The floater position and volunteers provide coverage for some shifts; however, these figures may help estimate a more accurate overtime budget.

Police overtime in September comprised mostly of holiday hours for Labor Day, leave coverage, range training and other unpredicted events (rallies, demonstrations, etc.) Chief Taylor noted that since bringing on additional staff, overtime has dropped considerably since the beginning of the year.

Fire Department Items

5. Fire Monthly Report - October 2020

Chief Billmire presented the monthly report of October noting consistent call volume but double the amount of transports. The recruit academy is in the final stages with 3 recruits graduating. Live fire training at District 1 went very well and had a great turnout.

6. Lease Overview for Temporary Fire Station

A lease agreement for a temporary fire station located at 1205 E Badger Rd was reviewed. The property includes 2 large apparatus bays, office space and a 3-bedroom apartment. A consultant provided the lease amount based on market standards for commercial, office and residential space. The Committee recommended Council approval at the next meeting.

Police Department Items

7. New CPL fingerprint process

Chief Taylor overviewed a new process for fingerprinting CPL applicants using a private vendor, which other PDs are also using. Lynden residents can make an appointment to have their fingerprints taken by Tom Erickson, additional \$20 fee will apply. Citizens may also wait until WA State gives us the go ahead to resume fingerprinting.

8. SCORE Inmate Housing Agreement - 2021 Amendment

South Correction Entity (SCORE) provided an amendment to the inmate housing agreement to include a booking fee; however, the fee will be waived for the first year. SCORE is our secondary facility and not currently being utilized. The Committee recommended Council approval at the next meeting.

9. Police Monthly Report - October 2020

Chief Taylor presented the monthly report for October noting most crime categories were down. Several of the reported thefts were of campaign signs.

Adjournment

Meeting adjourned at 4:33 p.m.