



Mayor
Scott Korthuis

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

City Council Agenda - Regular Meeting
City Hall Annex, 205 4th Street
December 16, 2019

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Approval of Minutes

1. Draft Council Minutes- Regular Meeting- December 2, 2019

Items from the Audience

Scheduled

2. Sergeant Promotion Recognition- Randy Humphreys

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

3. Approval of Payroll and Claims
4. Resolution No. 1016 – Real Estate Property Tax Levy Banked Capacity 2020
5. Resolution No.1015 - Stormwater Comprehensive Plan and Set Public Hearing Date
6. Ordinance No. 1599 - Comcast Franchise Agreement Introduction and Set Public Hearing Date
7. Approval of Splunk proposal for 2019 through 2022
8. Appoint Mayor Korthuis to the 2020 Board of the Whatcom Council of Governments and appoint Councilor Gary Bode to act as alternate.

Public Hearing

- [9.](#) Development Standards Variance 19-02 – 1583 East Badger Road
- [10.](#) Approve Pepin Creek Sub-Area Plan (Ordinance No. 1600)
- [11.](#) Approve Comprehensive Plan Amendment 19-01 (Pepin Creek) (Ordinance No. 1601)

Unfinished Business

- [12.](#) Interlocal Agreement – Implementation Guidelines for County Wayfinding Signs

New Business

- [13.](#) Confirm Police Chief appointment
- [14.](#) Agreement for legal services with Carmichael Clark P.S.
- [15.](#) Interlocal Agreement with Whatcom Conservation District

Other Business

- [16.](#) Public Safety Draft Minutes- December 2, 2019
- [17.](#) Draft Public Works Committee Meeting Minutes - December 04, 2019
- [18.](#) CDC Minutes of 12-3-19
- [19.](#) Calendar

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 16, 2019	
Name of Agenda Item:	Draft Council Minutes- Regular Meeting	
Section of Agenda:	Approval of Minutes	
Department:		
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 checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes- Regular Meeting	
Summary Statement:	Draft Council Minutes- Regular Meeting	
Recommended Action:	For Council review.	

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

December 2, 2019

1. CALL TO ORDER

Mayor Korthuis called to order the December 2, 2019 regular session of the Lynden City Council at 7:00 p.m. at the Lynden City Hall Annex.

ROLL CALL

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

Members absent: None

Staff present: Finance Director Anthony Burrows, Fire Chief Billmire, Parks Director Vern Meenderinck, Planning Director Heidi Gudde, Public Works Director Steve Banham, City Clerk Pam Brown, City Administrator Mike Martin, and City Attorney Bob Carmichael.

OATH OF OFFICE - None

APPROVAL OF MINUTES

Councilor De Valois moved and Councilor Wohlrab seconded to approve the regular council minutes of November 18, 2019. Motion approved on a 7-0 vote.

ITEMS FROM THE AUDIENCE

Scheduled: None

Unscheduled:

Cynthia Ripke-Kutsagoitz, 7062 Guider Meridian, #30, Lynden

Cynthia thanked the council members for their work and dedication to the community. Thanked council members for their leadership and the direction that is leading the Lynden community. She also offered condolences to Sheriff Elfo and his family on the recent passing of his son.

Gary Vis, Chamber of Commerce Director, 518 Front Street

Director Vis reminded council of the Lighted Christmas Parade at 5 p.m. on Saturday, December 7th. He also offered interested council members a seat at the announcer's stand.

Chief Billmire reminded council and staff that the Fire Department's Annual Spaghetti Fee would be held on December 7th from 3:30 p.m. to 6:00p.m. and that proceeds will go to Chief Knapp and his family as well as the organization Behind the Badge.

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

2. CONSENT AGENDA

Approval of Payroll Disbursed – November 16-30, 2019

Paychex EFT	\$274,567.39
City of Lynden EFT	\$60,539.18
Warrant Liability	\$57,191.54
Subtotal	\$392,298.11
Paychex EFT Liability	\$5,828.35
Total EFT & Other Liabilities	\$398,126.46

Approval of Claims –December 4, 2019

Manual Warrants No.	<u>74241</u>	through	<u>74244</u>		\$16,430.81
EFT Payment Pre-Pays					\$1,054,508.57
				Sub Total Pre-Pays	\$1,070,939.38
Voucher Warrants No.	<u>74245</u>	through	<u>74272</u>		\$68,708.91
EFT Payments					\$0.00
				Sub Total	\$68,708.91
				Total Accts. Payable	\$1,139,647.29

Interlocal Agreement – Sales Tax Rebate for Affordable Housing

On October 7, 2019 the Lynden City Council passed Resolution 1008 pursuant to Substitute House Bill 1406 authorizing Whatcom County to collect the City of Lynden’s portion of sales tax rebate intended for affordable housing programs.

House Bill 1406 gives Lynden the opportunity to claim a certain percentage of the city’s gross sales tax to be applied toward affordable housing programs. This total is estimated to be \$23,000 annually if the City collected on its own. However, the Bill allows for twice that amount (\$46,000) to be refunded if the City signed its rebate over to Whatcom County. Having the County collect on the City’s behalf increases the funding but also cuts down on administrative costs associated with establishing a City-sponsored affordable housing program.

The subsequent step is the execution of the interlocal agreement which addresses the use of funds. It amends and supersedes the original Interlocal Agreement dated January 5, 2004.

Ordinance No. 1598- Fire Suppression Water Facilities and Service

RCW 70.315.030 expressly authorizes local governments to allocate and recover the costs of fire suppression water facilities and service from all customers as costs of complying with state laws and regulations, or from customers based on service to, benefits conferred upon, and burdens and impacts caused by various classes of customers, or both.



The City, pursuant to Resolution No. 833, currently levies a two percent Fire Hydrant Maintenance Tax, assessed for the operation and maintenance of fire lines, fire hydrants and appurtenant facilities.

The City of Lynden desires to rescind the aforementioned Fire Hydrant Maintenance Tax levied by Resolution No. 833 and adopt by ordinance a broader fire suppression water facilities and service levy pursuant to RCW 70.315.030.

Lynden Municipal Code Chapter 3.30 and Section 3.30.010 are hereby added to the Lynden Municipal Code as follows: Chapter 3.30 – Fire Suppression Water Facilities and Service Tax 3.30.010 – Imposition of Fire Suppression Water Facilities and Service Tax.

There is hereby levied an additional two percent (2%) fire suppression water facilities and service tax on the base and volumetric water meter charges established by City resolution pursuant to LMC 13.04, for the operation, maintenance, restoration, and improvement of fire suppression facilities and services.

The Public Safety Committee reviewed the proposed Ordinance at their December 2nd meeting and gave approval for review and consideration by the full Council.

Set the Public Hearing- Comprehensive Plan Amendment 19-01 (Pepin Creek)

The City of Lynden amended the Comprehensive Plan in December of 2018 to reflect the creation of the Pepin Creek Sub-Area. At that time the Future Land Use Map was also amended to reflect the arrangement of low and medium residential development proposed within the Sub-Area Plan draft. Since that time the zoning layout of the Pin Creek Sub-Area has been altered as reflected in the revised plan. The proposed amendment to the Comprehensive Plan is meant to correspond with these revisions.

Resolution No. 1014- Request to Cancel Warrant #74183

RCW 39.56.040 states that any registered or interest bearing warrants of any municipal corporation not presented within one year of the date of their call, or other warrants not presented within one year of their issue, shall be canceled by passage of a resolution of the governing body of the municipal corporation, and upon notice of the passage of such resolution the auditor of the municipal corporation and the treasurer of the municipal corporation shall transfer all records of such warrants so as to leave the funds as is such warrants had never been issued; and Warrant No. 74183 has not and will not be presented for payment and should be canceled.

Set the Public Hearing – Pepin Creek Sub-Area Plan

In September of 2018 the City released a draft of the Pepin Creek Sub-Area Plan (PCSA). The intent of the plan is to develop a guide for future growth patterns that will be appropriate for the Lynden community. This is a unique area of the City that warrants a thoughtful planning effort.



Given the projected costs of infrastructure in the Pepin Creek Sub-Area the City staff has been exploring alternate circulation routes and conducting traffic studies to test these alternate designs. As a result, the revised 2019 sub-area plan includes a new street layout and adjustments consistent with the code revisions made regarding applicable zoning categories and residential design standards adopted in March of 2019.

It is important to note that while the sub-area plan assumes the realignment of Pepin Creek it does not decide on the design of this creek realignment project. The Public Works department is heading up environmental review of a couple different realignment options and their associated costs. It is critical to the environmental review process that the PCSA be in a final Council-approved form.

Although the PCSA represents a monumental amount of research, outreach, and staff time it is critical to remember that the document is a plan rather than a contract. The goal of the plan is to guide development and priorities within the sub-area. It can, however, be altered, revised, and improved as we learn more about the channel project, projected costs, the housing market, and the needs of the City.

At a November 21, 2019 hearing the Planning Commission recommended approval with specific considerations outlined for the City Council. Details of this hearing and Commission recommendations will be transmitted to the City Council ahead of the December 16th hearing.

Ordinance No. 1597- Site Specific Rezone 19-01 Bouma Property

Rezone application 19-01 has been brought forward by property owner Gene Bouma. Mr. Bouma is proposing to shift the property from the single-family zoning category of RS-100 to a multi-family zoning category of RM-2. The 30,000 square foot property is located at the northwest corner of Main St. and 19th St. On November 18, 2019 the City Council voted to approve the rezone application. The attached ordinance documents the findings of this action.

Councilor Bode moved and Councilor Strengholt seconded to approve the Consent Agenda. Motion approved on a 7-0 vote.

3. PUBLIC HEARING

Final Public Hearing on the 2020 Budget

As published, 7:00PM on December 2, 2019 is the time and date set for the Final Public Hearing on the 2020 Budget as presented to the City Council by Mayor Korthuis at the October 21st City Council meeting.

Mayor Korthuis opened the Public Hearing at 7:08 p.m.
There were no comments.

Mayor Korthuis closed the Public Hearing at 7:08 p.m.



No council action taken.

Ordinance No. 1594- Establishing an Impact Fee Deferral Program

In 2015 the State Legislature authorized changes to RCW 82.02 related to the collection of impact fees for single family home development. This was intended to assist in the economic recovery of the building industry. As a result, the City is required to create a program by which home builders may defer the payment of impact fees which would normally be due at the time of building permit. (This deferral option is not available to the impact fees which are normally due at the time of final plat.)

The amended code language will propose that impact fees may be delayed until final occupancy but not longer than 18 months. The number of fee deferral requests may not exceed more than 20 units per year per applicant and will be administered at a fee equivalent to 10% of the value of the fees for which deferment is requested or no more than \$300 per residence, whichever is less.

Staff is also using the opportunity to amend Title 3 by formally recognizing the option to have fee credits (construction in lieu of impact fees) and to clean-up other language such as outdated capital improvement references to "Table 8" and indicating park and fire fees by reference instead of within the code.

Mayor Korthuis opened the Public Hearing at 7:10 p.m.
There were no comments.
Mayor Korthuis closed the Public Hearing at 7:10 p.m.

Councilor Bode moved and Councilor De Valois seconded to approve Ordinance No. 1594 revising LMC Title 3 and implementing an impact fee deferral program while updating references to Park and Fire Impact Fees and Transportation Impact Fee credits and authorize the Mayor's signature on the ordinance. Motion approved on a 7-0 vote.

4. UNFINISHED BUSINESS

Ordinance No. 1596-Adoption of the 2020 Budget

The Preliminary 2020 Budget was presented to the City Council by Mayor Korthuis at the October 21, 2019 City Council meeting. Per the approved budget calendar, the public hearings for the 2020 Budget were held on November 4, 2019 and November 18, 2019.

The final RCW required budget hearing was held earlier this evening December 2, 2019. Ordinance No.1596 represents the results of the budget process. Passage of this ordinance will finalize and adopt the 2020 budget; and is in compliance with RCW deadlines. The Finance Committee has been presented with this information for their review throughout the budget process, as has Council.

Councilor Kuiken moved and Councilor Strengholt seconded to approve Ordinance No. 1596 and authorize the Mayor's signature adopting the 2020 Budget. Motion approved on a 7-0 vote.



5. NEW BUSINESS

Award Contract for Line Road Safety Improvements

This small works contract provides for the construction of approximately 1,750 linear feet of pedestrian safety improvements along the east side of Line Road from Bradley to just south of Burlwood. This is a corridor used by school children, therefore the City has expedited this safety improvement project ahead of the future full improvement of the road to City Standards when funding is available.

The work includes a gravity block wall and new storm drainage improvements. The four bids received today are noted on the Bid Tabulation, and Reichhardt & Ebe Engineering determined that Tiger Construction LTD. submitted the lowest responsive and responsible bid for Schedules A and B in the amount of 256,142.85.

Councilor Bode moved and Councilor Wohlrab seconded to award the bid for the Line Road Safety Improvements to Tiger Construction LTD in the amount of \$256,142.85 and authorize the Mayor to sign the contract. Motion approved on a 7-0 vote.

3MG Reservoir Roof Coating Contract

For the second time, through the Small Works process, staff solicited bids for roof coating of the 3MG Fairgrounds steel water storage tank. Per direction of the Public Works Committee in September, the first bids were rejected, and staff was directed to re-solicit bids to try and get more cost-friendly bids.

The engineer's estimate is \$350,000, including taxes. The following two bids were received:

- 1) HCI Industrial & Marine Coatings, Inc. - \$296,751.00, including tax;
- 2) Partner Industrial - \$348,775.00, including tax.

The Engineer has provided a recommendation, and staff is recommending that City Council award the bid to HCI Industrial who is the lowest responsive and responsible bid.

Councilor Bode moved and Councilor De Valois seconded to that Council award the contract for the 3MG Reservoir Roof Coating Project to HCI Industrial & Marine Coatings in the amount of \$296,751 including tax and authorize the Public Works Director to sign the Notice of Award and Notice to Proceed. Motion approved on a 7-0.

Interlocal Agreement – Implementation Guidelines for County Wayfinding Signs

The Bellingham Whatcom County Tourism Office have been working cooperatively with the jurisdictions of Whatcom County to develop a regional wayfinding sign program. The program includes coordinating roadway and pedestrian signs for locations throughout the County. Although the County is divided into 3 regions and each of the cities have unique identity icons, the program is meant to provide continuity and guidance to visitors in support of tourism activities throughout the County.

More specifically, the sign program within Lynden's boundaries seeks to raise a visitor's awareness to other destinations within the city by directing visitors to downtown from Bender Fields, the Fairgrounds, or Homestead golf course. The Downtown Business Association is advocating for the program while the Chamber of Commerce expressed concerns related to the overall value of the project.

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

In anticipation of this agreement the Lodging Tax Advisory Committee voted to provide funding in the amount of \$22,000 for year one of a multi-year sign program implementation. It is important to note that the attached agreement does not obligate the City of Lynden to install signs.

Instead the agreement:

- Outlines the standards by which signs would be installed if / when the City participated;
- Makes the City eligible to receive County funding for half of the vehicular signs which are installed;
- Includes Lynden signs in the WSDOT review;
- Allows the City to choose which signs to install and take measures to reduce the overall cost.

This item was tabled and sent back to the upcoming Community Development Committee.

Development Agreement – Front Street Station Business Park

The development agreement attached has been brought forward by Don and Sally Korhuis for a business park development called Front Street Station. The 7-acre project is located on Front Street west of Duffner Drive. Due to the potential mix of uses, LMC 19.23 specifies that property owners developing a business park formalize a development agreement with the City Council after receiving a recommendation from the Planning Commission on 5 specific areas of review.

On October 24, 2019 this agreement received Planning Commission recommendation for approval. Beyond the issues reviewed by the Planning Commission the agreement also outlines a methodology for the collection of impact fees, establishes access points on West Front Street, and notes the potential for a variance to the street standard associated with West Front Street (by separate application).

On November 18, 2019 the City Council approved two related requests: a Conditional Use Permit which supported wholesale and warehouse uses, and a street standards variance which reduced the amount of dedicated frontage required at this location. Fully developed the park would provide leasable spaces for a wide variety of retail, office, light manufacturing and warehouse uses within the 124,000 square foot park.

Councilor Bode moved and Councilor Laninga seconded to approve the Development Agreement with Front Street Station LLC and to authorize the Mayor's signature on the document. Motion approved on a 6-0 vote with Councilor Strengholt abstaining.

PRD Amendment- RB Development for the Parkview Apartment Projects

Planned Residential Development (PRD) Amendment 19-01 has been brought forward by Scott Goodall representing the property owner of Parkview Apartments. The application is proposing a revision to the PRD Development Agreement which would allow for utilization of residential units originally planned for the area by modifying the perimeter setback of the project, reestablishing a height limitation of 45 feet, and modifying outdoor storage requirements for the proposed units.

If the amendment is permitted the application details the construction of senior apartments which would complement the surrounding property uses. The application went to a public hearing before the Planning Commission on October 10th. The hearing demonstrated that there was consistent support for senior housing opportunities. However, concerns related to scale of the building and traffic impacts ultimately resulted in a recommendation for denial.

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

Despite the recommendation the project applicant has requested that the application continue to the City Council for a final decision. Given the support for the housing type, staff is proposing that the City Council consider the potential conditions detailed in the staff memo. The conditions are meant to address the concerns of the Planning Commission while providing a path forward for additional senior housing within the City of Lynden.

If the Council determines approval with conditions is warranted, the application will return to Council with detailed findings and the projects corresponding CC&R's.

Councilor Lenssen moved and Councilor De Valois seconded to remand the PRD Amendment 19-01 back to the Planning Commission for further consideration and request that the Planning Commission bring back a new recommendation based on review of additional conditions by staff and others. Council also asks Planning Commission to systematically review the criteria for accepting the Amendment as part of their process and determination of a recommendation. Motion approved on a 7-0 vote.

6. OTHER BUSINESS

Council Committee Updates

Councilor Lenssen reporting for the Public Safety Committee, Committee, involving the discussion of:

- Fire suppression ordinance
- Sarah Silvas, new Fire Support Manager has been hired
- New Assistant Fire Chief, Tom Hatley, will begin work in January 2020
- Fire Department's monthly report
- Ambulance will be coming soon
- Steve Taylor has been selected as the new Police Chief
- Randy Humphrey's promotion
- Oral board interviews for lateral police applicants
- Two police officer positions are open
- Vehicle prowl reports has significantly decreased

Mayor Korthuis reminded council that 2020 council committee assignments were up for renewal.

7. EXECUTIVE SESSION

Council did not have an executive session.

8. ADJOURNMENT

The December 2, 2019 regular session of the Lynden City Council adjourned at 8:00 p.m.

Pamela D. Brown, MMC
City Clerk

Scott Korthuis,
Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 16, 2019	
Name of Agenda Item:	Sergeant Promotion Recognition	
Section of Agenda:	Items from the Audience-Scheduled	
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:		
Summary Statement:		
Recognition of Sergeant Randy Humphreys' promotion.		
Recommended Action:		

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	December 16, 2019	
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 checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
None		
Summary Statement:		
<p>RCW 42.24.180 sets forth the conditions for issuance of warrants or checks before Council approval. The auditing officer and the City officers designated to sign the warrants shall have an official duty for the faithful discharge of his or her duties.</p> <p>The City Council has adopted contracting, hiring, purchasing, and disbursing policies that implement effective internal controls; and shall provide for its review of the documentation supporting claims paid for its approval of all warrants issued in payment of claims and/or payroll at regularly scheduled public meetings within one month of issuance.</p> <p>The City Council shall require that if, upon review, it disapproves some claims and/or payroll, the auditing officer and the officer designated to sign the warrants or checks shall jointly cause the disapproved claims to be recognized as receivables and to pursue collection diligently until the amounts disapproved are collected or until the City Council is satisfied and approves the claims and/or payroll.</p> <p>The Finance Committee and/or full City Council may stipulate that certain kinds or amounts of claims and/or payroll should not be paid before the City Council has reviewed the supporting documents.</p>		
Recommended Action:		
Approve the payment of City Payroll and Claims.		

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	December 16, 2019	
Name of Agenda Item:	Resolution No. 1016 – Real Estate Property Tax Levy Banked Capacity 2020	
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 checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
Resolution No. 1016 – Real Estate Property Tax Levy Banked Capacity 2020		
Summary Statement:		
<p>All taxing jurisdictions are required, due to the passage of Referendum 47 in 1997, to pass a resolution specifically indicating the increase in tax levy if any, from the previous year, excluding the increase due to new construction, improvements to property, or any increase in the value of state assessed property.</p> <p>The limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 1% or the rate of inflation. Given the current rate of inflation (1.396%) the City is allowed by statute RCW 84.55.005 to increase the Levy the full 1% or bank this capacity for future use.</p> <p>The City Council has deemed it necessary due to the City’s funding requirements to increase the regular property tax levy by the full 1% allowed.</p> <p>Resolution No. 1016 (attached) reflects the City Council's requirement to not "bank" any real property taxes in 2020 and approve the legally allowed 1% increase in the 2020 real property taxes.</p> <p>The Finance Committee reviewed this Resolution earlier this evening December 16th, 2019 and recommended it be sent on to the full Council for approval.</p>		
Recommended Action:		
For the City Council to approve Resolution No. 1016 and authorize the Mayor’s signature.		

RESOLUTION NO. 1016

A RESOLUTION
INCREASING THE REAL PROPERTY TAX LEVY
FOR THE CITY OF LYNDEN, WASHINGTON

WHEREAS, the Lynden City Council has properly given notice of the public hearing held November 18, 2019 to consider the City of Lynden Property Tax Levy for the 2020 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the Council, after hearing, and after duly considering all relevant evidence and testimony presented, have determined that the City of Lynden requires an increase in property tax levy from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, to discharge the expected expenses and obligations of the City of Lynden.

WHEREAS, under statute RCW 84.55.005(2) (c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 1% or the rate of inflation; and

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12 month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable; and

WHEREAS, "inflation" for September 2019 is 1.396%, meaning the taxes levied in the City of Lynden in 2019 for collection in 2020 by statute are allowed to increase 1% except for the amounts resulting from new construction and improvements to property, and any increase in the value of state assessed utility property; and

NOW THEREFORE, BE IT RESOLVED, the Lynden City Council authorizes a 1% (\$28,061) increase in the 2020 regular property tax levy, in addition to the increase resulting from new construction and improvements to property and any increase in the value of state-assessed property. The Lynden City Council does not wish to "bank" any additional capacity.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, _____ IN FAVOR, _____ AGAINST AND SIGNED BY THE MAYOR THIS 16th DAY OF DECEMBER 2019.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	December 16, 2019	
Name of Agenda Item:	Resolution No. 1015 for Stormwater Comprehensive Plan and Set Public Hearing Date	
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:		
Resolution No. 1015 and Stormwater Comprehensive Plan Table of Contents		
Summary Statement:		
<p>The City of Lynden has developed an updated Comprehensive Stormwater Plan referenced in the City’s overall Comprehensive Plan (Chapter 5, Section 5.2.3), as required under the State’s Growth Management Act. Additionally, this plan was revised to meet the terms of the City’s Western Washington Phase II National Pollutant Discharge Elimination (NPDES) Permit.</p> <p>The Comprehensive Stormwater Management Plan offers guidance on ways to minimize the adverse effects of stormwater runoff to receiving water bodies and identifies existing stormwater issues within the system. The Plan provides City staff and policy makers with the background and necessary information to develop and manage the storm drainage system in a cost-effective manner that complies with regulatory stipulations. The objectives are to understand the current conveyance and water quality treatment issues to position the City for effective planning of future improvements. As such, this plan functions as a long-term planning tool that prepares the City for population growth over a 20-year horizon. The Plan outlines methods for meeting regulatory requirements and developing policies and procedures; and defines capital facilities projects for the Stormwater Utility.</p> <p>The full document is available upon request and will be posted to the City’s website.</p> <p>At their December 4th meeting, the Public Works Committee concurred to recommend a public hearing date of January 6th, 2019 to hear comments on the City’s Stormwater Comprehensive Plan.</p>		
Recommended Action:		
That City Council set a Public Hearing Date of January 6, 2019 to hear comments on the City’s Stormwater Comprehensive Plan.		

RESOLUTION NO. 1015

A RESOLUTION TO ADOPT THE
STORMWATER COMPREHENSIVE PLAN
FOR THE CITY OF LYNDEN,
WHATCOM COUNTY, WASHINGTON

WHEREAS, the City of Lynden is required to update and adopt a Comprehensive Stormwater Management Plan (“Plan”) every six (6) years; and

WHEREAS, the purpose of the Plan is to offer guidance on ways to minimize the adverse effects of stormwater runoff to receiving water bodies and identifies existing stormwater issues within the system; and

WHEREAS, the City hired Reichhardt & Ebe Engineering and Welch Ecological Services LLC, to update the Plan which was complete as of November 2019.

WHEREAS, this Plan provides City staff and policy makers with the background and necessary information to develop and manage the storm drainage system in a cost-effective manner that complies with regulatory stipulations; and

WHEREAS, the objectives are to understand the current stormwater conveyance and water quality treatment issues to enable the City to effectively plan and budget for future improvements; and

WHEREAS, this Plan identifies and describes capital improvement projects for the Stormwater Utility for City planning and to meet the terms of Appendix 2 of the City’s Western Washington Phase II Municipal Stormwater Permit under the National Discharge Elimination System (NPDES); and

WHEREAS, this Plan functions as a long-term planning tool that will ready the City for the anticipated growth in population over a 20-year horizon; and

WHEREAS, this Plan outlines methods for complying with regulatory requirements and for developing associated policies and procedures; and

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

Section 1: That the aforementioned Stormwater Comprehensive Plan be adopted as the official Stormwater System Comprehensive Plan of 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, regardless of whether any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if for any reason this Resolution is declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 4: This Resolution shall be in full force and effect on _____, 2020.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE OF ____ IN FAVOR AND ____ IN
OPPOSITION; AND SIGNED BY THE MAYOR THIS ____ DAY OF _____, 2020.

MAYOR SCOTT KORTHUIS

ATTEST:

CITY CLERK PAMELA D BROWN

APPROVED AS TO FORM:

CITY ATTORNEY BOB CARMICHAEL

CITY OF LYNDEN

COMPREHENSIVE STORMWATER MANAGEMENT PLAN



NOVEMBER 2019

REICHHARDT & EBE ENGINEERING, INC. AND WELCH ECOLOGICAL SERVICES, LLC

CITY OF LYNDEN COMPREHENSIVE STORMWATER MANAGEMENT PLAN

November 2019



**Reichhardt & Ebe
ENGINEERING INC**

**Welch Ecological
Services, LLC**

Contents

- 1.0 Introduction 5
- 2.0 Federal and State Regulations Pertaining to Stormwater 5
 - 2.1 NPDES Phase II 5
 - 2.2 Total Maximum Daily Load Studies (TMDLs) 6
 - 2.3 Endangered Species Act (ESA) 6
 - 2.4 Puget Sound Plan 7
 - 2.5 City of Lynden Regulations..... 7
- 3.0 Study Area Physical Description..... 7
 - 3.1 Vicinity..... 7
 - 3.2 Drainage Basins..... 9
 - 3.3 Climate 11
 - 3.4 Soils 11
- 4.0 Stormwater Service Area 13
- 5.0 Stormwater Program Development..... 13
 - 5.1 NPDES Phase II Permit - Overview of Required Elements 13
 - 5.2 Lynden Municipal Code and Standards Revisions..... 16
 - 5.3 Local Coordination 17
- 6.0 General Stormwater Issues..... 17
 - 6.1 Existing Drainage System Overview 17
 - 6.2 Operation, Maintenance and Ownership of Stormwater Facilities – Public and Private 17
 - 6.3 System Design Considerations and Retrofits 18
 - 6.3.1 Adjacent and Adjoining Jurisdictions 18
 - 6.3.2 Retrofits 18
 - 6.4 Low Impact Development Practices..... 19
 - 6.5 Groundwater Determination 19
 - 6.6 Fish Exclusion 20
- 7.0 Stormwater Systems Analysis and Capital Improvement Plan 20
 - 7.1 Introduction 20
 - 7.2 Capital Improvement Projects 21

7.2.1 SWO1 – B.C. Avenue 24

7.2.2 SWO2 – Cedar Drive..... 27

7.2.3 SWO3/SWO4 – Historic Business District Treatment and South Historic Business District
Tributary Conveyance 29

7.2.4 SWO5 – East Lynden Annexation..... 30

7.2.5 SWO6 - Lynden Industrial Stormwater Retrofit 31

7.2.6 SWO7 – Pepin Creek Phase 1 31

7.2.7 SWO8 – West Lynden Regional Facility 32

7.2.8 SWO9 - Woodcreek Neighborhood. 33

7.2.9 SWO10 – Low Impact Development from 7th to 10th Street and from Front to Judson Street 36

7.2.10 SWO11 – South Park & Parkview Drive 37

7.2.12 SWO12 – Groundwater Monitoring..... 37

7.2.13 SWO13 – Decant Facility at City Maintenance Shop 37

7.2.13a SWO13a – Material Storage at City Maintenance Shop..... 37

7.2.13b SWO13b – Vehicle Washing at City Maintenance Shop..... 37

7.2.13c SWO13c – Upgrade Storm Discharge at City Maintenance Shop Upgrade existing south
storm water discharge along southern access. 37

7.2.13d SWO13d- Runoff Treatment for City Shop North Parking Lot..... 37

8.0 Storm Water Utility Section 38

9.0 References Cited 38

Appendix A: Stormwater Capital Improvement Plan Exhibits 40

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	December 16, 2019	
Name of Agenda Item:	Ordinance No. 1599 Comcast Franchise Agreement Introduction and Set Public Hearing Date	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Comcast Franchise Agreement Ordinance No. 1599		
Summary Statement:		
<p>The City's Franchise Agreement with Comcast Cable Communications Management LLC must be updated. The last agreement adopted by Ordinance 1165 in 2003 expired in 2013. The franchise fee remains at 5% per federal law (47 U.S.C. 542(a) and (b)).</p> <p>Staff and the City Attorney worked with Comcast on the terms of this agreement.</p> <p>Per RCW 35A.47.040, No granting of any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter....therefore this ordinance is being introduced tonight and Council is asked to set a Public Hearing date of January 6th, 2020 for final approval.</p>		
Recommended Action:		
That City Council set a Public Hearing Date of January 6, 2019 to hear comments and subsequently approve the City's Franchise Agreement with Comcast through Ordinance No. 1599.		

ORDINANCE NO. 1599

**AN ORDINANCE OF THE CITY OF LYNDEN, WASHINGTON GRANTING A
FRANCHISE TO COMCAST OF WASHINGTON IV, INC. FOR THE CONSTRUCTION
AND OPERATION OF A CABLE SYSTEM**

WHEREAS, pursuant to RCW 35A.47.040, the City is authorized to grant one or more non-exclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication; and

WHEREAS, the City of Lynden has determined that Comcast of Washington IV, Inc. has substantially complied with the material terms of the current Franchise under applicable law; and

WHEREAS, The previous Franchise Agreement with Comcast of Washington IV, Inc. adopted by Ordinance 1165 in January 2003 has lapsed; and

WHEREAS, Comcast Cable Communications Management, LLC. has requested a new franchise with the City for the continued provision of Cable Services; and

WHEREAS, the financial, legal, and technical ability of Comcast Cable Communications Management, LLC. is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the City of Lynden has afforded the public adequate notice and opportunity for comment, and now desires to enter into this Franchise with Comcast Cable Communications Management, LLC. for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the City Council of the City of Lynden does hereby ordain as follows

Section 1: Term. The City approves the Franchise Agreement (“Agreement”) attached hereto with Comcast Cable Communications Management, LLC., for a term of ten (10) years as provided for in the Agreement.

Section 2: Entire Franchise. The Agreement attached hereto as “Exhibit A” constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings or prior agreements

including prior agreements written or otherwise shall be binding upon the parties upon execution of this Agreement.

Section 3: Acceptance and Effective Date. Grantee shall accept the Franchise granted pursuant hereto by signing the ordinance granting the Franchise and filing same with the City Clerk or other appropriate official or agency of the Franchising Authority within sixty (60) days after the passage and final adoption of this ordinance. Subject to the acceptance by Grantee, the effective date of this ordinance shall be the fifth day after publication.

PASSED by the City Council this _____ day of _____, 2020 and signed by the Mayor this _____ day of _____ 2020.

MAYOR

ATTEST:

City Clerk Pam Brown

APPROVED AS TO FORM:

City Attorney Bob Carmichael

EXHIBIT A
CABLE FRANCHISE AGREEMENT

Between

CITY OF LYNDEN, WASHINGTON

And

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

Table of Contents

SECTION 1	Definition of Terms	3
SECTION 2	Grant of Franchise	4
SECTION 3	Standards of Service	6
SECTION 4	Service Obligations	11
SECTION 5	Regulation by the Franchising Authority	11
SECTION 6	Books and Records	15
SECTION 7	Insurance, Indemnification and Surety	16
SECTION 8	System Description and Complimentary Service	18
SECTION 9	Enforcement and Termination of Franchise	18
SECTION 10	Miscellaneous Provisions	20
SECTION 11	Validity and Constitutionality	21
SECTION 12	Conflicting Ordinances	21

CABLE FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Lynden, a Washington municipal corporation hereinafter referred to as "Franchising Authority" and Comcast Cable Communications Management, LLC., also known as Comcast, and hereinafter referred to as "Grantee." The Franchising Authority and Grantee may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties".

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this Franchise the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive. Words not defined shall be given their common and ordinary meanings. If there is an inconsistency between the meanings given herein and meanings in the Cable Act, 47 U.S.C. §§ 521 et seq., as amended from time to time, the Cable Act shall control.

A. "Basic Cable" means basic cable service as defined in the Cable Act.

B. "Cable Act" means 47 U.S.C. §521-573, now or as hereinafter amended.

C. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

D. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

E. "FCC" means Federal Communications Commission, or successor governmental entity thereto.

F. "Franchising Authority" means the City of Lynden or the lawful successor, transferee, or assignee thereof.

G. "Grantee" means Comcast Cable Communications Management, LLC.

H. "Gross Revenues" means all revenue derived directly or indirectly by Franchisee from the operation of Grantee's Cable System to provide Cable Services in the Service Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged to Subscribers for Cable Services including Basic Service and all other Tiers of Cable Service; Pay-Per-View Service; Cable Service installation, disconnection, change-in-service and reconnection fees, Leased Access Channel fees, late fees, payments received by Grantee from programmers for carriage of Cable Services on the Cable System and recognized as revenue under generally accepted accounting principles ("GAAP"), revenues from rental of Cable System equipment such as converters; and additional outlet fees. Gross Revenues shall not include (i) Bad Debt, provided, however that all or part of any such Bad Debt that is written off but subsequently shall be included in Gross Revenues in the period collected; or (ii) any taxes, fees, or assessments on services

furnished by Grantee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by Grantee on behalf of said governmental unit. Notwithstanding the forgoing, the following categories of revenue will not be included in Gross Revenues for purposes of calculating franchise fees paid under Section 5 hereto: Revenues from advertising, home shopping services and cable Internet service, to the extent this service is not considered a Cable Service pursuant to applicable law.

I. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

J. "Public, Education and Government (PEG) Access Channel" shall mean any Channel set aside for public use, educational use, or governmental use without a channel usage charge.

K. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

L. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions stated herein.

M. "Standard Installation" is defined as an aerial installation 125 feet from the nearest tap to the Subscriber's terminal.

N. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

O. "Video Programming" shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station

SECTION 2 Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Grantee reserves the right to challenge provisions of any ordinance that conflicts with its contractual rights, either now or in the future. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

2.3 Competitive Equity. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided the Franchising Authority agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of the Grantee’s request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. “Material terms and conditions” include, but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; Access Channel and support; free Cable Service connections to Franchising Authority facilities; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the Franchising Authority agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by the Franchising Authority and Grantee.

2.3.1 In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchise Area, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon the Grantee by registered or certified mail or via nationally recognized overnight courier service.

2.3.2 In the event that a wireline multichannel video programming distributor provides cable service to the residents of the Franchising Authority under the authority granted by federal or State legislation or other regulatory entity (but without a Franchising Authority franchise), the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee’s belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Franchising Authority shall not unreasonably withhold consent to the Grantee’s petition.

2.4 Term. The Franchise granted hereunder shall be for a term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 2.5, unless otherwise lawfully extended or terminated in accordance with the terms of this Franchise and the Cable Act.

2.5 Acceptance and Effective Date. Grantee shall accept the Franchise granted pursuant hereto by signing the ordinance granting the Franchise and filing same with the City Clerk or other appropriate official or agency of the Franchising Authority within sixty (60) days after the passage and final adoption of this ordinance. Subject to the acceptance by Grantee, the effective date of this ordinance shall be the fifth day after publication.

SECTION 3 Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall at its expense replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and shall pay generally applicable right-of-way disturbance fees. Grantee's restoration shall be guaranteed for one (1) year.

3.3 Relocation at Request of the Franchising Authority. Upon receipt of reasonable advance written notice, not to be less than thirty (30) days, the Grantee, at its own expense, shall protect, support, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes or any other type of structures or improvements by the Franchising Authority which are not used to compete with the Grantee's services. The Grantee and the Franchising Authority shall cooperate to the extent possible to assure continuity of service. If Grantee does not complete the relocation of its facilities within the time prescribed, then the Franchising Authority may cause such work to be done and the Grantee shall reimburse the Franchising Authority for the cost of the work, including all costs and expenses incurred by the Franchising Authority due to Grantee's delay. The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any Person using such Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.4 Relocation at Request of Third Party. The Grantee shall, on the request of any Person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its Cable System to permit the moving of such building, provided: (A) the expense of such temporary raising or lowering of the Cable System is paid by said Person, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given not less than thirty (30) days advance written notice to arrange for such temporary wire changes.

3.5 Trimming of Trees and Shrubbery. Except for cases of emergency, Grantee shall notify the Franchising Authority of its intent to trim trees or other natural growth necessary to access and maintain the Cable System.

3.6 General Standards. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be durable and installed in accordance with sound engineering practices. Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law.

3.7 Permits Required for Construction. Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Franchising Authority. As part

of the permitting process, the Franchising Authority may impose such conditions and regulations as are necessary for the purpose of protecting any Rights-of-Way, the proper restoration of Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include requiring the provision of a construction schedule and maps showing the location of the facilities to be installed in the right-of-way. Grantee shall pay all applicable fees for the requisite Franchising Authority permits received by Grantee. In the event that emergency repairs are necessary, Grantee shall immediately notify the Franchising Authority of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within two working days after discovery of the emergency. During emergencies, the Franchising Authority may move Grantee's facilities without prior notice.

3.8 Aerial and Underground Construction. If all of the transmission and distribution lines of all of the respective wireline service providers in any given area within the Franchise Area are underground, the Grantee shall place its Cable System distribution cables underground; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution lines of any of the respective wireline service providers are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. In areas where a wireline service provider's wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment.

3.8.1 In the event of a Franchising Authority driven facilities relocations project that requires conversion of overhead facilities to underground, such as projects that may include, but not be limited to: road widening, surface grade changes, sidewalk installation, or beautification, Grantee agrees to bear the costs of converting Grantee's cable system from an overhead system to an underground system as follows:

A. Utility Trench Engineering. To ensure proper space and availability in the supplied joint trench, Grantee shall only pay for the work hours necessary to complete cable system related engineering coordination with the other utilities involved in the project.

B. Conduit and Vaults/Pedestals Placement. Grantee shall only pay for the direct cost of labor and materials it takes to place its conduits and vaults/pedestals in the supplied joint trench and/or solo cable trench as follows:

1. If the Franchising Authority contractor is completing this task, Grantee shall only pay the direct costs in accordance with Grantee's approved labor and materials exhibits at the time of the project.
2. If the direct costs of Grantee's approved labor and materials exhibits are not agreeable to the Franchising Authority or its contractor, Grantee shall have the option to hire its own contractor(s) to complete the work in accordance with Grantee's approved labor and materials exhibits at the time of the project.

3. If Grantee chooses option (2), the Franchising Authority and its contractor(s) are responsible to coordinate with Grantee's contractor(s) to provide reasonable notice and time to complete the placement of Grantee's conduits and vaults/pedestals in the supplied joint trench.

C. Within the conversion area, Grantee shall not be responsible for any on-site coordination and performance of traffic control, trenching, backfill, and restoration, unless it is work related to solo cable trench. In those areas, Grantee shall pay the direct cost of labor and materials in accordance with the provisions listed in item B above.

3.8.2 In the event of a Local Improvement District (LID) project that requires relocation of Grantee's facilities, Grantee shall be reimbursed by the LID for all expenses incurred as a result of the project.

3.8.3 The Grantee shall, upon reasonable prior written request of any Person, relocate its wires or cables underground; provided (i) the Grantee may impose a charge for all time and material costs associated with the project on any Person for the relocation of its facilities, and such charge may be required to be paid in advance of the relocation of its wires or cables, and (ii) Grantee is granted a permit for such work by the Franchising Authority.

3.8.4 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for all time and material costs associated with the underground conversion of cable facilities. Grantee and/or its authorized contractor is/are the only agent(s) allowed to complete the reconnection aspects of the conversion. Grantee shall be the responsible party for ensuring that developers pay Grantee for such time and materials.

3.8.5 The Grantee shall utilize existing poles and conduit wherever possible.

3.8.6 With respect to any portion of the Cable System which is located underground within any Public Way, nothing in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of the underground portions of the Cable System. Grantee shall identify, mark, and otherwise locate any and all underground Facilities located within the Franchise Area in accordance with and subject to Chapter 19.122 RCW (commonly known as the "call before you dig" law), and/or any other such subsequent and/or successor legislation. Grantee agrees to be liable and responsible for any and all costs, expenses, and/or damages suffered by the Franchising Authority arising from and/or directly related to any delay caused by Grantee's failure to locate its underground Facilities within the Franchise Area within the timeframes specified by Chapter 19.122 RCW (and/or any other subsequent and/or successor legislation), and/or otherwise pursuant to the terms of this Franchise.

3.9 Compliance with Applicable Codes.

3.9.1 Franchising Authority Construction Codes. Grantee shall comply with all applicable Franchising Authority construction codes, including, without limitation, all building codes, zoning codes and regulations.

3.9.2 Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be

amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

3.9.3 Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair or removal of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

3.10 Minimal Interference. Work in the right-of-way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes, or any other property of the Franchising Authority, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Franchising Authority's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Franchising Authority may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the use of public places by the public during the construction, repair, operation, maintenance, upgrade or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Franchising Authority may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

3.11 Prevent Injury/Safety. Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Franchising Authority's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition.

3.12 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench.

3.13 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 4.1 below, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. For underground facilities, the Grantee shall contribute a capital amount equal to the construction cost per one-quarter strand mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals 15. For overhead facilities, the Grantee shall contribute a capital amount equal to the construction cost per one-half strand mile, multiplied by a fraction whose numerator equals the actual number of residences per 2,640 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata*

basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.14 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Franchising Authority shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

3.15 Public, Education and Government (PEG) Access Channels. The Grantee shall provide, upon one-hundred twenty (120) days prior written notice from the Franchising Authority, one (1) PEG channel for non-commercial local government programming and one (1) PEG channel for non-commercial education programming pursuant to the provisions of the Cable Act, Section 611 (47 USC §531), to be promoted and administered by the Franchising Authority or its designee.

3.16 Capital Contribution. In support of PEG Access, Grantee shall, upon ninety (90) days written request from the Franchising Authority, begin to collect and pay to the Franchising Authority an amount equal to \$.31 per month per Residential Subscriber for Access capital (the "Capital Contribution") for a period of three (3) years. Subsequent to the three year Capital Contribution period, the Franchising Authority shall evaluate the use of its PEG channels and determine whether additional Capital Contributions are necessary to support the PEG channels. If the Franchising Authority determines that additional Capital Contributions are required to support PEG needs, the Franchising Authority shall submit its written request to Grantee. Such request shall include supporting documentation relative to the need of the additional Capital Contributions. If necessary to meet community needs, the Franchising Authority may request the collection and payment of Capital Contributions in any amount up to a maximum of \$.50 per month per Residential Subscriber for any period of time not to exceed the term of the Franchise. Each payment shall be due and payable on the same schedule as Franchise Fees and shall be itemized on Subscriber's monthly bills in accordance with applicable law. Grantee shall not be responsible for paying Capital Contributions with respect to gratis or bad debt accounts. The Franchising Authority shall have discretion to allocate the Capital Contribution for Access equipment and facilities in accordance with applicable law. The Franchising Authority shall provide a report annually to the Grantee on the use of the Capital Contribution, submitted within one hundred twenty (120) days of the close of the Franchising Authority's fiscal year. Grantee may review records of the Franchising Authority regarding the use of funds described in such report.

SECTION 4 Service Obligations

4.1 General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area when the following minimum densities are met: in areas served by overhead facilities, an average of one dwelling unit per one hundred seventy-six (176) strand feet (fifteen (15) dwelling units per one-half strand mile); and in areas served by underground facilities, an average of one dwelling unit per eighty-eight (88) strand feet (fifteen (15) dwelling units per one-quarter strand mile). Subject to the density requirement, Grantee shall offer Cable Service at its standard

installation rates to all new homes or previously unserved homes located within one hundred twenty-five (125) aerial feet of the Grantee’s aerial distribution cable or within sixty (60) underground trench feet of either aerial or underground distribution facilities.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop line extension in excess of the above standards. Any such additional charge shall be the fully allocated cost of the installation that exceeds the standards set forth above.

4.2 Programming. The Grantee shall offer to all Subscribers a diversity of video programming services.

4.3 No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person’s financial, and other business obligations to the Grantee are satisfied. Grantee shall not however be required to continue service to a customer who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4 Customer Service in New Developments. In the event that a developer refuses to allow Grantee reasonable access to open trenches in a developer’s new development for purposes of allowing Grantee to install cable facilities within such trenches (prior to the transfer of or dedication of any right[s]-of-way to the Franchising Authority at the completion of any such new development), then the Grantee shall not be required to provide cable service(s) to customers located within any such portion of the Franchise Area from which Grantee has been denied reasonable access to open trenches by a developer (and Grantee shall not be in default of the terms of this Franchise for any such refusal or failure to provide cable services to customers located within such area[s]).

4.5 Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5 Regulation by the Franchising Authority

5.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of annual Gross Revenues (as defined in Section 1.1 of this Franchise). In accordance with the Cable Act, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within forty-five (45) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. In the event the franchise fee payment is not received within forty-five (45) days from the end of the preceding quarter, the Grantee shall pay interest on the amount due at the prime rate as listed in the Wall Street Journal on the date the payment was due, compounded daily, until the date the Franchising Authority receives the payment.

C. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee is due.

D. Nothing stated herein shall limit Grantee's obligation to pay lawful and applicable local, state or federal taxes. Payment of the franchise fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee or tax on the business, occupation, property or income of Grantee that may be lawfully imposed by the Franchising Authority, County, State or the United States.

5.2 Franchise Fee Audit.

5.2.1 Upon reasonable prior written notice, during normal business hours, at Grantee's principal business office in the Seattle area, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the franchise fees; provided, however, that any such inspection shall take place within three (3) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

5.2.2 Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section (5.2), the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Finally Settled Amount," either party may bring an action to have the disputed amount determined by a court of law.

5.2.3 Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within forty-five (45) days from the date the parties agree upon the "Finally Settled Amount" plus interest at one percent (1%) above the prime rate (as the prime rate is listed in The Wall Street Journal) from the date the payment was originally due. Once the parties agree upon a "Finally Settled Amount" and such amount plus interest is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records unless there is an underpayment exceeding ten percent (10%) in a calendar year, in which case Grantee shall pay for the cost of the audit up to a maximum of \$10,000.

In the event of the "Finally Settled Amount(s)" being an overpayment by Grantee, the Franchising Authority shall have the option of reimbursing Grantee within forty-five (45) days or of requesting in writing within forty-five (45) days that Grantee withhold fifty percent (50%) of each future Franchise Fee payment until such time as said overpayment is recovered and thereafter remitting the full amounts to the Franchising Authority.

5.3 Additional Commitments Not Franchise Fees. No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay in full the Franchise Fee percentage listed in this Franchise. Any security fund, performance bond or letter of credit required shall not be offset against Franchise Fees. Furthermore, the Franchising Authority and Grantee agree that any utility tax, business and occupation tax or similar local tax of general applicability shall be in addition to any Franchise Fees required herein and there shall be no offset against Franchise Fees subject to applicable law. Should Grantee elect to offset certain non-cash commitments or initiatives against the Franchise Fee in accordance with applicable law, Grantee shall provide the Franchising Authority ninety (90) days advance written notice.

5.4 Inspection. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Public Ways, as necessary to monitor Grantee's compliance with the provisions of this Franchise.

5.5 Technical Standards. The Grantee shall comply with all applicable technical standards as published in Subpart K of 47 CFR Part 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC's rules.

5.6 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

5.7 Customer Service. The Grantee shall meet or exceed Federal Communication Commission ("FCC") customer service standards (47 CFR §76.309) as such standards exist on the effective date of the Franchise.

5.8 Low Income Senior/Disabled Subscriber Discount. As a voluntary initiative, the Grantee may offer a discount of thirty percent (30%) from its published rate-card rate to Subscribers for Basic Cable service who are aged sixty-five (65) or older, and/or disabled, provided that such person(s) are the legal owner or lessee/tenant of their residence and that their combined disposable income from all sources does not exceed the Housing and Urban Development standards for the Seattle-Everett area for the current and preceding calendar year. The Franchising Authority shall be responsible for certifying to the Grantee that discount applicants conform to the specified criteria.

The Franchising Authority acknowledges that discounted services reflect a voluntary initiative on the part of Grantee and is not a requirement of this Franchise. Should Grantee elect to discontinue the low income discount, Grantee shall first provide the County with ninety (90) days' prior notice.

5.9 Obscenity. The Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, applicable law relating to obscenity, and which is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violates, any provision of applicable law relating to obscenity, and which is otherwise not protected by the Constitution of the United States, to be transmitted over any

Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

5.10 Parental Control Device. Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with applicable law.

5.11 Cable Bill Inserts. The Grantee shall use reasonable efforts to accommodate the Franchising Authority's requests for the placement of messages on billing statements, at no cost to the Franchising Authority.

5.12 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Section, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

5.13 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve {12} months to effectuate a transfer of its Cable System to a qualified third party.

Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a

qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

5.14 Transfer of Franchise. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined herein as actual working control in whatever manner exercised, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with federal rules and regulations, notify the Grantee, and the proposed transferee or new controlling party in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

5.15 Cable System Architecture and Franchise Review. Prior to the effective date of this Franchise, Grantee completed a voluntary upgrade of its Cable System to a fiber-to-the-node system architecture, with fiber-optic cable deployed from the headend to the node and tying into the hybrid fiber-coaxial system already serving Subscribers. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards.

In the event that there are new developments in cable technology, cable law or cable regulation, the Franchising Authority may elect to conduct a review of the Franchise within six (6) months of the fifth anniversary of the Franchise effective date. The Franchising Authority shall provide Grantee thirty (30) days advance written notice of its intent to conduct such a review, and it may request that Grantee participate in and jointly fund a statistically valid telephone survey of Subscribers by a third party. Survey topics may include: [1] cable-related community needs and interests taking into account the cost of meeting them, [2] satisfaction with Cable Services offered, and [3] customer service.

Survey questions shall be jointly determined. If, after completion of the review and survey, the Franchising Authority and Grantee agree that the public interest will be served by modifying certain Franchise obligations and extending the term of the Franchise, the Franchising Authority, with the express agreement of the Grantee, shall modify the obligations and extend the term of the Franchise accordingly. The Franchising Authority and the Grantee agree to make a full and good faith effort to participate in the review.

SECTION 6 Books and Records

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this

Franchise. Such notice shall specifically reference the Section of the Franchise that is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. If the Franchising Authority believes that it must release any confidential books and records in the course of enforcing this Franchise, or if the Franchising Authority receives a request for disclosure of any information designated by Grantee as confidential, the Franchising Authority shall, so far as consistent with applicable law, use its best efforts to advise Grantee and provide Grantee with a copy of any written request by the party requesting access to such information within a reasonable period of time. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 7 Insurance, Indemnification and Surety

7.1 Insurance.

7.1.1 Throughout the term of this Franchise, the Grantee shall, at its own cost and expense, maintain and provide evidence of self-insurance and/or an insurance certificate, that names the Franchising Authority, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, to the Franchising Authority prior to the commencement of any further work or further installation of any Facilities pursuant to this Franchise. Such self-insurance and/or insurance certificate shall evidence the following minimum coverages: (A.) Comprehensive general/excess liability insurance including coverage for premises - operations, explosions and collapse hazard, underground hazard and products completed hazard, with limits not less than: \$1,000,000 (One Million dollars) per occurrence (and also in the aggregate for bodily injury or death to each person), and for property damage resulting from any one accident, and for general liability; (B.) Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000 (One Million dollars) for each person (and for each accident); and (C.) Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$5,000,000 (Five Million dollars);

7.1.2 If coverage is purchased on a "claims made" basis, then Grantee shall warrant continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of termination of this Franchise, and/or conversion from a "claims made" form to an "occurrence" coverage form. The required liability limits may be met under a primary or an excess policy, or any combination thereof. Any deductibles or self-insured retentions must be declared to the Franchising Authority, if requested by the Franchising Authority. Payment of deductibles and self-insured retentions shall be the sole responsibility of Grantee. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

7.1.3 Grantee's insurance shall be primary insurance with respect to the Franchising Authority, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the

Franchising Authority, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of Grantee’s insurance and shall not contribute to it. In addition to the coverage requirements set forth in this Section, the certificate of insurance shall provide that: “The above described policies will not be canceled before the expiration date thereof, without the issuing company giving thirty (30) days written notice to the certificate holder.” In the event of said cancellation or intent not to renew, Grantee shall obtain and furnish to the Franchising Authority evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date.

7.2 Indemnification

7.2.1 The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its appointed and elected officials, agents, officers, employees and volunteers from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys’ fees, on account of injury, harm, death or damage to persons or property which is caused, in whole, or in part, by the acts or omissions of Grantee or its agents, employees, contractors, or subcontractors in the exercise of the rights granted to Grantee by this Franchise.

7.2.2 The Grantee shall indemnify, defend and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided per this Franchise, Grantee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. This waiver has been mutually negotiated by the parties.

7.2.3 In the event any matter (for which the Franchising Authority intends to assert its rights under this Subsection 7.2) is presented to or filed with the Franchising Authority, the Franchising Authority shall promptly notify Grantee thereof, and Grantee shall have the exclusive right, at its election and at its sole cost and expense, to settle and compromise such matter as it pertains to Grantee’s responsibility to indemnify, defend and hold harmless the Franchising Authority, its agents, officials, officers, employees, and volunteers. In the event any suit or action is started against the Franchising Authority based upon any such matter, the Franchising Authority shall likewise promptly notify Grantee thereof, and Grantee shall have the exclusive right, at its election and at its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election, as it pertains to Grantee’s responsibility to indemnify, defend and hold harmless the Franchising Authority, its agents, officials, officers, employees, and volunteers.

7.3 Surety. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of the Grantee are sufficient for compliance with the terms of the Franchise and the enforcement thereof. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. The Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than one-hundred thousand dollars (\$100,000), conditioned upon the substantial

performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety will be required. In the event that a bond or other surety is required in the future, the Franchising Authority agrees to give the Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in the Grantee's legal, financial or technical qualifications that would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

SECTION 8 System Description and Complimentary Service

8.1 System Capacity. During the term of this Franchise the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming to its Subscribers in the Franchise Area.

8.2 Service to Franchising Authority Governmental Facilities. As a voluntary initiative, the Grantee upon request may provide free "Basic" Cable Service and free installation (within the installation guidelines described in Section 3 of this Franchise) at one outlet to each Franchising Authority municipal building located in the Franchise Area. The Franchising Authority acknowledges that such complimentary services reflect a voluntary initiative on the part of the Grantee. Grantee does not waive any rights that it may have regarding the provision of complimentary Cable Service under future federal laws and/or regulations. Subject to applicable law, should Grantee be authorized (per future federal laws and/or regulations) and elects to offset the actual cost of Franchising Authority complimentary Cable Services provided to the Franchising Authority (against franchise fees to be paid to the Franchising Authority by Grantee per the terms of this Agreement), Grantee shall first provide the Franchising Authority with ninety (90) days' prior written notice (as provided per Section 10.3 herein). Additional outlets or services will be installed by Grantee at the normal non-discriminatory commercial rate and billed for on a monthly basis at the normal commercial rate as determined by the Grantee's commercial accounts guidelines. "Municipal buildings" are those buildings owned or leased and occupied by the Franchising Authority for government administrative purposes. The Cable Service provided shall not be used for commercial purposes. The intent of the preceding provisions is to ensure availability of local news, weather, and government programming for the benefit of the Franchising Authority administrative staff. For new hookups, the Grantee shall not provide an outlet to such buildings where a non-standard installation (as described in Section 3 above) is required, unless the Franchising Authority agrees to pay the fully allocated cost of any necessary Cable System extension and/or non-standard installation. If additional outlets of Cable Service or additional services are provided to such buildings beyond those defined herein, the building owner/occupant shall pay the fully allocated costs associated with installation and the service fees, if any, associated therewith. In the event that there is another wireline service provider (or providers) providing Cable Service within the Franchising Authority, the decision of which service provider will provide the complimentary Cable Service shall be decided on a case by case basis in an effort to maintain equitable burdens on each provider.

SECTION 9 Enforcement and Termination of Franchise

9.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

9.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 9.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

9.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 9.1 pursuant to the procedures set forth in Section 9.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 9.2(C) above, then the Franchising Authority may schedule a public hearing to continue its investigation of the alleged violation. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, including the time, place and purpose of such hearing, and shall provide Grantee the opportunity to be heard.

9.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 9.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 9.5.

9.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in Sections 9.1-9.4 above, the Franchising Authority shall give written notice to the Grantee of its intent to pursue revocation and shall set forth the exact nature of the alleged noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority. The Franchising Authority may, at its sole discretion, take any lawful action that it deems necessary to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

9.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by

waiting for utility providers to service or monitor *their* utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 10 Miscellaneous Provisions

10.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

10.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to, in writing, by both parties.

10.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Lynden
300 4th Street
Lynden, WA 98264
Attention: -City Administrator

And, to the Grantee as follows:

Government Affairs Dept
Comcast Cable Communications Management, LLC
15815 25th Ave W
Lynnwood, WA 98087

With a copy to:

Government Affairs Manager
Comcast Cable Communications Management, LLC
400 Sequoia Dr STE 100
Bellingham, WA 98264

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

10.4 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

10.5 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

10.6 Publication. The Grantee shall reimburse the Franchising Authority for the cost of publication of this Franchise as required by the Lynden Municipal Code.

10.7 Intergovernmental Administrative Agency. The Franchising Authority reserves the right to join with one or more local area cities or counties in the formation and operation of an intergovernmental administration of cable franchises of the various members of the joint authority. The Franchising Authority reserves the right to assign the administration of the provisions of the Franchise to such a duly established joint authority; provided that no association or assignment by the Franchising Authority shall interfere with, or derogate from the rights of, or increase the obligations of Grantee under this Franchise. Notwithstanding the above, only the Franchising Authority has the right to enforce the provisions of this Franchise, conduct formal performance and Franchise reviews and shall not delegate this right to any third party whatsoever.

SECTION 11 Validity and Constitutionality

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council 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 ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION 12 Conflicting Ordinances

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

IN WITNESS WHEREOF, this Franchise has been executed by the duly authorized representatives of the parties as set forth below, as of the dates set forth below:

DATED this ____ day of _____, 2020.

CITY OF LYNDEN, WASHINGTON

Scott Korthuis, Mayor

ATTEST:

Pam Brown, City Clerk

APPROVED AS TO FORM:

Mike Martin, City Administrator

This acceptance of the Franchise is unconditionally made without reservation. Grantee (Comcast Cable Communications Management, LLC) accepts all of the rights and privileges of the Franchise subject to all of the terms, conditions, duties, and obligations of the Franchise.

Accepted and approved this ____ day of _____, 2020.

ATTEST: Comcast Cable Communications Management, LLC

Name: _____

Title: _____

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	12-16-2019	
Name of Agenda Item:	Splunk Quote Approval	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	Legal Review:	
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed	
<input checked="" type="checkbox"/> Finance <input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed	
<input type="checkbox"/> Parks <input type="checkbox"/> Other: _____	<input type="checkbox"/> Review Not Required	
Attachments:		
Splunk quote and statement of work for installation and configuration services		
Summary Statement:		
<p>Staff proposes using Splunk as laid out in the attached material to help meet the City's following needs:</p> <ul style="list-style-type: none"> • Compliance with CJIS standards for Lynden Police. • Real-time and historical visibility into all City IT systems. • Real-time alerting on security and compliance risks. • Visibility into security incidents for incident response purposes <p>The payments would be made as described below. The first payment is due upon signature of this agreement. The attached statement of work encompasses the installation and configuration of the Splunk solution.</p> <p>Payment 1: \$ 12,670.68 (line items 1 and 2) due Net 30 from the invoice Date</p> <p>Payment 2: \$10,723.04 will be invoiced January 15, 2021 and due Net 30 from the invoice Date</p> <p>Payment 3: \$10,723.04 will be invoiced January 15, 2022 and due Net 30 from the invoice Date</p> <p>The finance committee reviewed this item at their December 16th meeting, and recommended review by full council.</p>		
Recommended Action:		
Authorize the mayor to sign the documents related to the Splunk quote and Statement of Work for the years 2019 through 2022.		



QUOTE CONFIRMATION

DEAR CITY IT STAFF,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LBWL941	11/25/2019	KZQF487	5273869	\$34,116.76

IMPORTANT - PLEASE READ

Special Instructions: Installment Payments: City of Lynden must pay CDW the Total amount \$34,116.76; in the following installments:
 Payment 1: \$ 12,670.68 (line items 1 and 2) due Net 30 from the invoice Date
 Payment 2: \$10,723.04 will be invoiced January 15, 2021 and due Net 30 from the invoice Date
 Payment 3: \$10,723.04 will be invoiced January 15, 2022 and due Net 30 from the invoice Date
 Failure to pay any installment is a breach of the terms of Carahsoft Technology - Partner. Any fees paid will be non-refundable.

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SPLUNK ENTERPRISE LICENSE Mfg. Part#: SE-T-LIC-ST 5 GB/Day Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5092395	\$4,934.40	\$4,934.40
SPLUNK PRO SVCS Mfg. Part#: PS-DAY-R Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	3	4504446	\$2,240.72	\$6,722.16
SPLUNK CONF USER ATTEND 3DAY +UNIV Mfg. Part#: USER-CONF-3DAY-REG Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	2	4448412	\$0.00	\$0.00
SPLUNK ENTERPRISE LICENSE Mfg. Part#: SE-T-LIC-ST 10 GB/Day Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5092395	\$9,864.80	\$9,864.80
SPLUNK ENTERPRISE LICENSE Mfg. Part#: SE-T-LIC-ST 20 GB/Day Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5092395	\$9,864.80	\$9,864.80

PURCHASER BILLING INFO		SUBTOTAL	\$31,386	50
Billing Address: CITY OF LYNDEN ACCOUNTS PAYABLE 300 4TH ST PO BOX 650 LYNDEN, WA 98264-1905 Phone: (360) 778-1046 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00	
		SALES TAX	\$2,730.60	
		GRAND TOTAL	\$34,116.76	
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515			
Shipping Address: CITY OF LYNDEN NIC MIENER 300 4TH ST LYNDEN, WA 98264-1905 Shipping Method: ELECTRONIC DISTRIBUTION				

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Maurice Dixon	(866) 682-3459	maudixo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

STATEMENT OF WORK

Project Name:	Professional Services	Seller Representative:
Customer Name:	City of Lynden	Maurice Dixon 312-705-8811 maudix@cdwg.com
CDW Affiliate:	CDW Government LLC	
SOW Created Date:	November 21, 2019	Solution Architect:
Version:	1	Partner

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and City of Lynden (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

Provider will provide general consulting services to Customer. There are no predefined specific tasks for the project and the services will be considered completed at the end of 3 days. If so required, Provider and Customer shall mutually agree to specific tasks and/or changes to this SOW via the Change Order process as set forth in the Agreement.

The services may include but shall not be limited to the following:

- Installation and configuration of the agreed upon Splunk architecture
- Upgrade of the core Splunk environment and applications
- Technical assessment of the existing Splunk environment
- Onboard data sources
- Create searches, reports, alerts or dashboards
- Install Splunk applications, e.g., Splunk App for Enterprise Security, Splunk Add-on for Unix and Linux or Splunk DB Connect

ASSUMPTIONS

The above estimates of time for each task are based on certain assumptions:

1. Durations are estimated, and work will be performed and delivered on a Time and Materials basis.
2. Reasonable network and system access to configure servers, install forwarders, configure source devices, read logs, access data and applications, and allow necessary inter-system communication is all made available to Provider resources in a timely fashion.
3. Customer resources with appropriate knowledge of requirements and resources are available during the requirements phase.
4. Customer resources with functional and domain knowledge are available for feedback and consultation during implementation of reporting and searching.

DELIVERY MANAGEMENT

Provider Professional Services assigns an Engagement Manager to each services project. The Engagement Manager is responsible for the following:

- Scoping and discovery of the project.

- General project oversight.
- Point of escalation for any services specific issues.
- Primary point of contact for the Customer.
- Time completion approval.

EXPIRATION

All prepaid Professional Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused Professional Services will expire; no refunds will be provided for any remaining pre-paid unused Professional Services.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$6,722.16 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 3 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Consultant (Remote) – Daily	\$2,240.72	3	\$6,722.16
Estimated Totals		3	\$6,722.16

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“Customer Components”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

City of Lynden

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:

Street: _____
City/ST/ZIP: _____

Billing Contact (If different than above):

Street: _____
City/ST/ZIP: _____

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
City of Lynden 300 4th St Lynden, WA 98264-1905	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work

CITY OF LYNDEN

EXECUTIVE SUMMARY



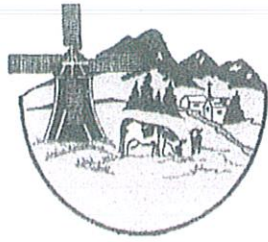
Meeting Date:	12-16-2019	
Name of Agenda Item:	Appoint Mayor Korthuis to the 2020 Board of the Whatcom Council of Governments and appoint Councilor Gary Bode to act as alternate.	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Other: N/A	Legal Review: <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Mayor Korthuis acted as the city's representative to the Board WCOG and Councilor Bode acted as the alternate. Each are willing to continue in this capacity for 2020.	
Recommended Action:	Re-appoint Mayor Korthuis to the 2020 Board of Whatcom County Council of Governments and Councilor Bode as alternate.	

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	December 16, 2019	
Name of Agenda Item:	Development Standards Variance 19-02 – 1583 East Badger Road	
Section of Agenda:	Public Hearing	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
Variance application package, Staff report, Draft Findings of Fact		
Summary Statement:		
<p>A Development Standards Variance application has been brought forward by Robert Langei for a variance to the required right-of-way (ROW) dedication and resulting street section. The proposed roadway would be used to access the multi-family portion of the property located at 1583 East Badger Road.</p> <p>In some similar instances, property owners have opted to create private roads with more narrow profiles. However, staff does not support a private street at this location as it is the terminus of an existing public street network. Additionally, due to maintenance and jurisdictional concerns, the City has begun to discourage the development of streets that have the appearance of being public but are actually private.</p> <p>At the same time, staff recognizes that providing a standard 60-foot-wide right-of-way would significantly constrain development due to the shape and size of the subject property. The applicant is requesting a variance to dedicate a right-of-way which is 41 feet rather than 60 feet. The proposed standard would include on-street parking and a sidewalk on only one side of the street.</p> <p>Staff is concerned that a reduced street standard could create parking shortages that would negatively affect the adjacent North Prairie Phase 7 neighborhood. As such, staff is supportive of the variance on the condition that future development provide an additional 20% on-site parking to accommodate for the on-street parking that is lost in the revised standard.</p>		
Recommended Action:		
Motion to approve Variance 19-02 on the condition that future development provide all code required on-site parking plus an additional 20%, and authorize the Mayor’s signature on the Findings of Fact.		



City of Lynden

Development Standards Variance Application

Property Owner

Name: Badger North, LLC. – Robert Langei

Address: 5052 Samish Way, Bellingham, WA 98229

Telephone Number: (360) 303-2568 Fax Number: _____

E-mail Address: boblangei1111@gmail.com

Applicant (Agent, Land Surveyor or Engineer)

Name: Compass Point Survey – Richard Lane

Address: 523 Front Street, Lynden, WA 98264

Telephone Number: (360) 354-8320 Fax Number: (360) 354-8321

E-mail Address: richard@compasspointsurvey.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: 1583 E Badger Rd., Lynden, WA 98264)

Variance Request:

Section of the Municipal Code or Engineering Design and Development Standards to be varied: Engineering Design and Development Standards, Division 4, Street Design Standards, Access Street Minimum Standards and LMC 18.14.030 regarding right-of-way requirements.

Identify Desired Result: We would like to build a public access street to private street minimum standards.

DSV Criteria must be attached

BY SIGNING THIS APPLICATION, I CERTIFY THAT ALL THE INFORMATION SUBMITTED IS TRUE AND CORRECT. I ALSO UNDERSTAND THAT NO FINAL APPROVAL WILL BE ISSUED UNFIL ALL FINAL REVIEW COSTS ARE PAID IN FULL.

SUBMITTED BY: [Signature] DATE: 10-09-19

PROPERTY OWNER SIGNATURE: BADGER NORTH LLC [Signature] DATE: 10-3-19

PROPERTY OWNER PRINTED NAME BADGER NORTH LLC DATE: 10-3-19

PRE-APPLICATION MEETING DATE: _____ HEARING DATE: _____

(APPLICATIONS WILL NOT BE ACCEPTED WITHOUT A PRE-APPLICATION MEETING)

FEE'S (DSV \$300.00 BASE FEE OR FINAL REVIEW COST) DATE PAID: _____ RECEIPT # _____

17.17.040 Standards and Criteria for Granting a Variance

Where there are unnecessary hardships and practical difficulties which render it difficult to carry out the provisions of the development standards of the City of Lynden as listed in Section 17.17.010, the City Council shall have power to grant a variance in harmony with the general purpose and intent of the provisions contained therein. Such variances may vary the rules, regulations or provisions of the development standards so that the spirit of those standards will be observed; public safety secured; and substantial justice done. However, the City Council shall not vary any of the rules, regulations or provisions of those development standards unless it shall approve findings that all of the following conditions exist in each case:

A. The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity in which the property on behalf of which the application was filed is located;

This variance does not constitute a grant of special privilege inconsistent with the limitation upon uses of the other properties in the vicinity because normally multifamily housing projects similar to this project are already accessing off of easements and or private road standards.

B. That such variance is necessary, because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with rights and privileges permitted to other properties in the vicinity in which the subject property is located;

This variance is necessary because of special circumstances relating to the size shape, topography and location to provide it with the rights and privileges permitted to other properties in the area. The site is located north of the newly built Brome Street in North Prairie Phase 7, Division 2 plat. It is located in the RM-3 zoning. Because of existing buildings on the site, the buildable site is roughly 1.4 acres, which has proposed plans to create 3 multifamily housing lots. The City Planning Department has stated they are adopting a policy of accepting fewer private streets especially when they are at the terminus of a public roadway system like what we have on our proposed. Reducing the normal public 60' right-of-way to a 41' right-of-way greatly increases the proposed lot sizes, creating more potential for building density in the zone.

C. That the granting of such a variance will not be materially detrimental to the public health, safety and general welfare;

The granting of this variance will not be materially detrimental to the public health, safety and general welfare. Private road standards still require 22 feet of travel lanes, 8 feet of parking and a side walk on one side, which is normally what is required for this type of multifamily project.

D. That the granting of such a variance will not be injurious to the property or improvements in the vicinity and zone in which the subject property is located.

The granting of this variance will not be injurious to the property or improvements in the vicinity. There is future planning for the property to the west to possibly go through the same variance process to connect the road to the newly built Currant Street in the North Prairie Phase 7, Division 2 plat, creating a loop.

E. That the variance request is based on sound engineering judgement and includes additional mitigation sufficient to offset adverse impacts to the public interest likely to result from granting the variance.

This variance is based on sound engineering judgment and includes additional mitigation to sufficiently offset adverse impacts to the public likely to result from this variance. The addition of a crosswalk at the transition of the right-of-ways will allow flow of pedestrian traffic and additionally parking will be created on site.

Findings shall include a report which may contain pertinent information regarding any existing conditions relating to topography, geology, utilization of property, and such conditions set forth by the official plans, development plans, and the comprehensive plans.

TOWNSHIP

40

RANGE

3E

SECTION

15

MAP NO.

01

SCALE

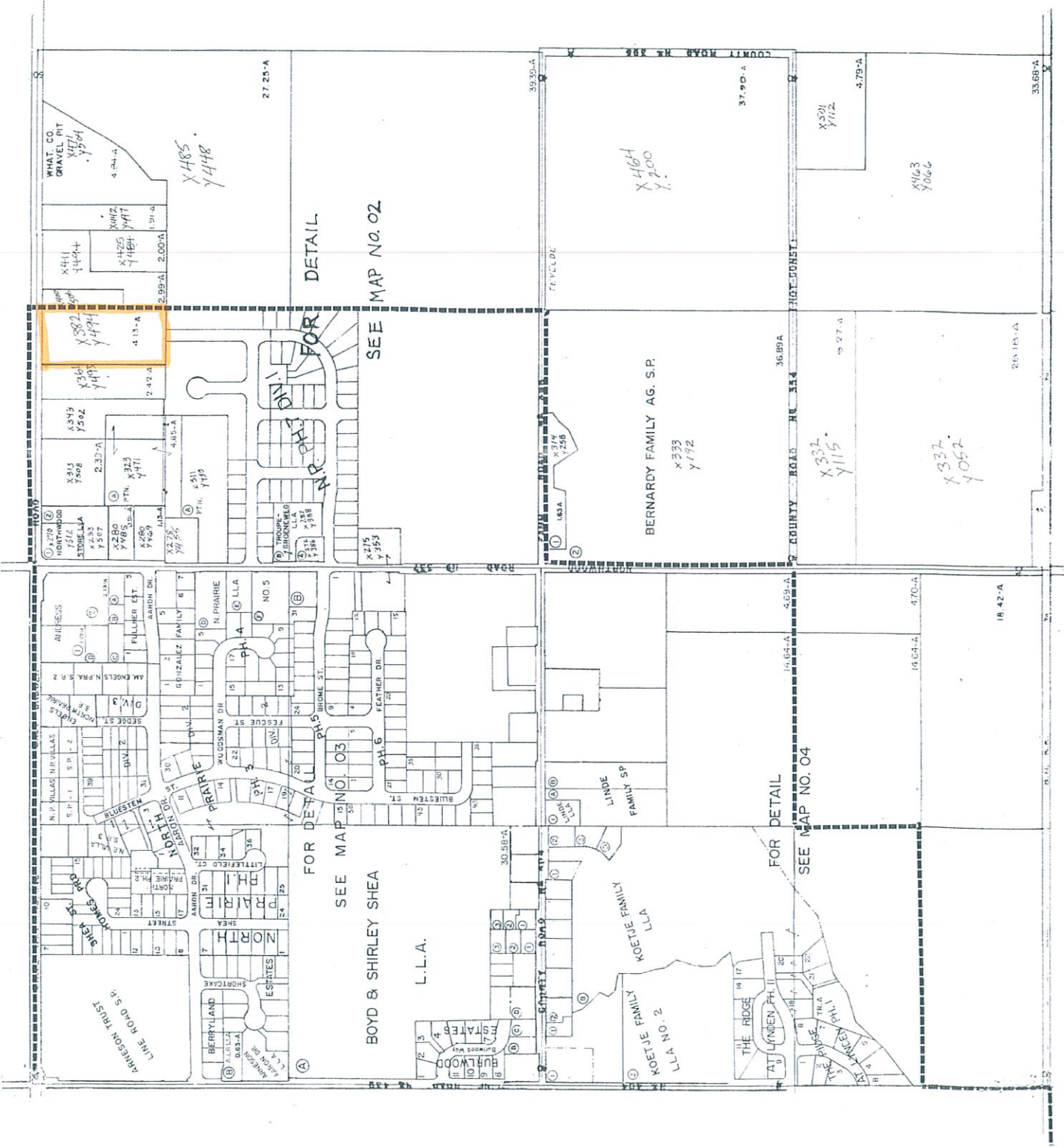
1" = 400'

DATE

8 / 3 / 86

REVISED
1 FEB 2019
Assessor's Office
Whatcom Co.

THIS MAP IS FOR
PROPERTY LOCATION
AND NOT GUARANTEED
FOR ACCURATE
MEASUREMENTS



FOR DETAIL
SEE MAP NO. 02

FOR DETAIL
SEE MAP NO. 03

FOR DETAIL
SEE MAP NO. 04

BERNARDY FAMILY AG. S.P.
X 333
Y 192

BOYD & SHIRLEY SHEA

KOETEJE FAMILY
L.L.A. NO. 2

ARMON TRUST

THE RIDGE
AT LYNDEN PH. II

THE STABLES
L.L.A. NO. 1

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

ARMON TRUST

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

ARMON TRUST

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

ARMON TRUST

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

ARMON TRUST

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

ARMON TRUST

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

ARMON TRUST

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

THE RIDGE
AT LYNDEN PH. I

Shiflett Short Plat

Legend

- BASE
- BASE MAP-PROPERTY-PHASE 7
- CPS-BLDG-LIN
- CPS-EASE LINE
- CPS-PROPOSED CURB
- Feature 1
- RD-CRCG-PROP-LIN

E Badge

599

596

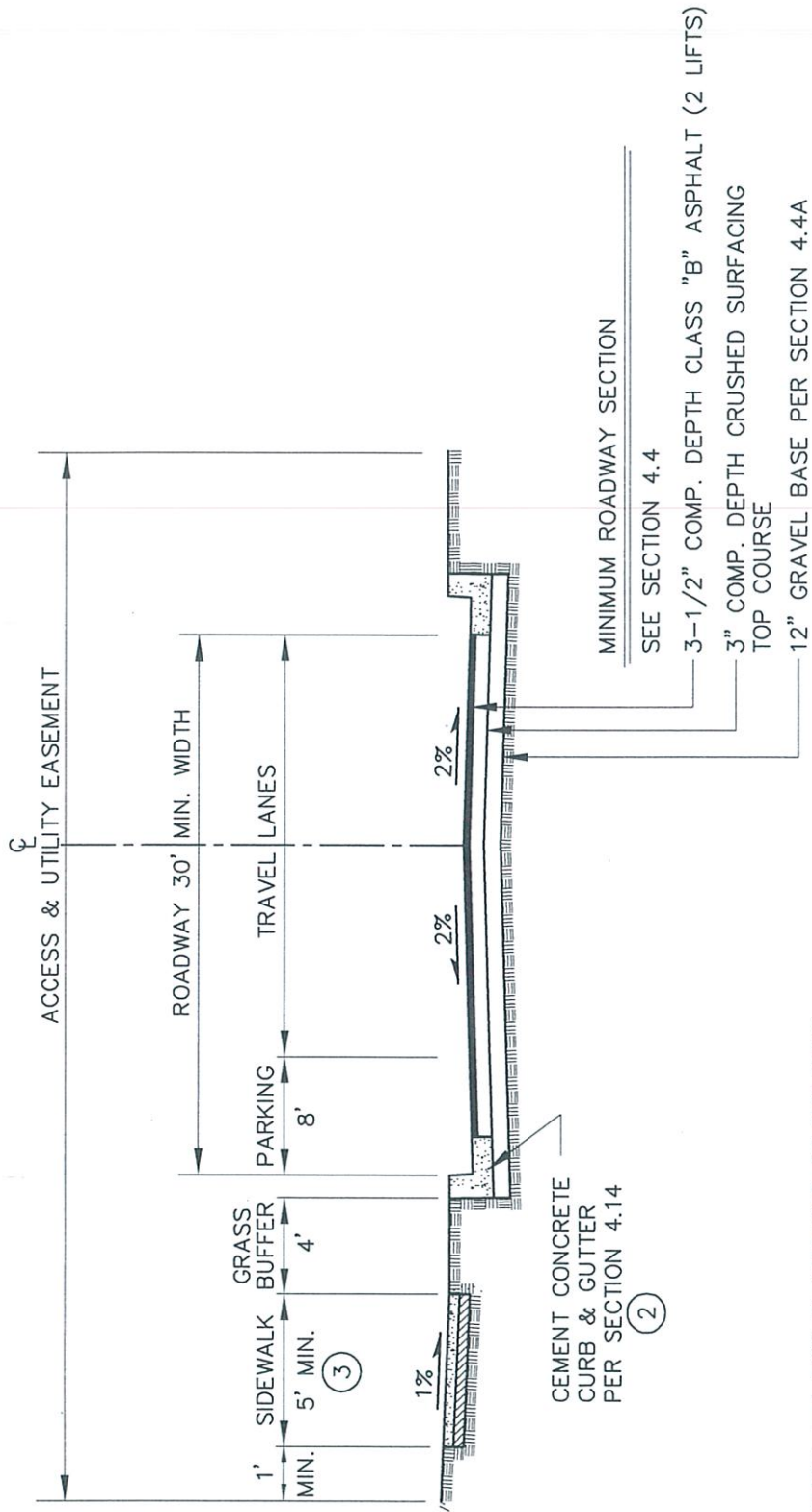
4149

5391

302

2150

300 ft



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

CEMENT CONCRETE CURB & GUTTER PER SECTION 4.14 (2)

NOTES:

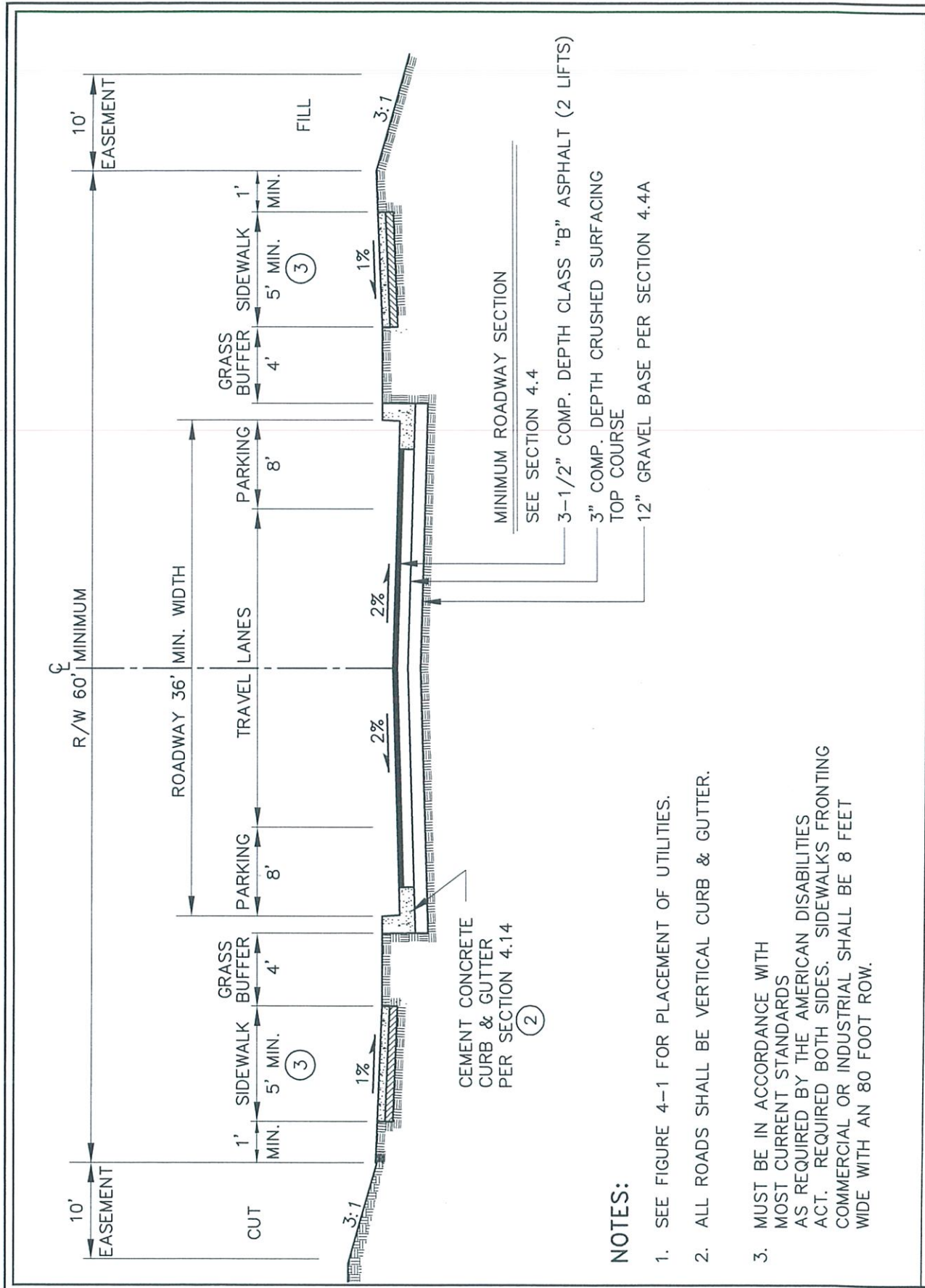
1. SEE FIGURE 4-1 FOR PLACEMENT OF UTILITIES.
2. ALL PRIVATE ROADS SHALL HAVE VERTICAL CURB & GUTTER ON BOTH SIDES.
3. MUST BE IN ACCORDANCE WITH MOST CURRENT STANDARDS AS REQUIRED BY THE AMERICAN DISABILITIES ACT. REQUIRED ON ONE SIDE ONLY.

CITY OF LYNDEN
 DESIGN STANDARDS

**PRIVATE STREET
 MINIMUM STANDARD**

FIGURE
 4-3B

3-12-10



NOTES:

1. SEE FIGURE 4-1 FOR PLACEMENT OF UTILITIES.
2. ALL ROADS SHALL BE VERTICAL CURB & GUTTER.
3. MUST BE IN ACCORDANCE WITH MOST CURRENT STANDARDS AS REQUIRED BY THE AMERICAN DISABILITIES ACT. REQUIRED BOTH SIDES. SIDEWALKS FRONTING COMMERCIAL OR INDUSTRIAL SHALL BE 8 FEET WIDE WITH AN 80 FOOT ROW.

FIGURE 4-3A

ACCESS STREET MINIMUM STANDARD

CITY OF LYNDEN
DESIGN STANDARDS

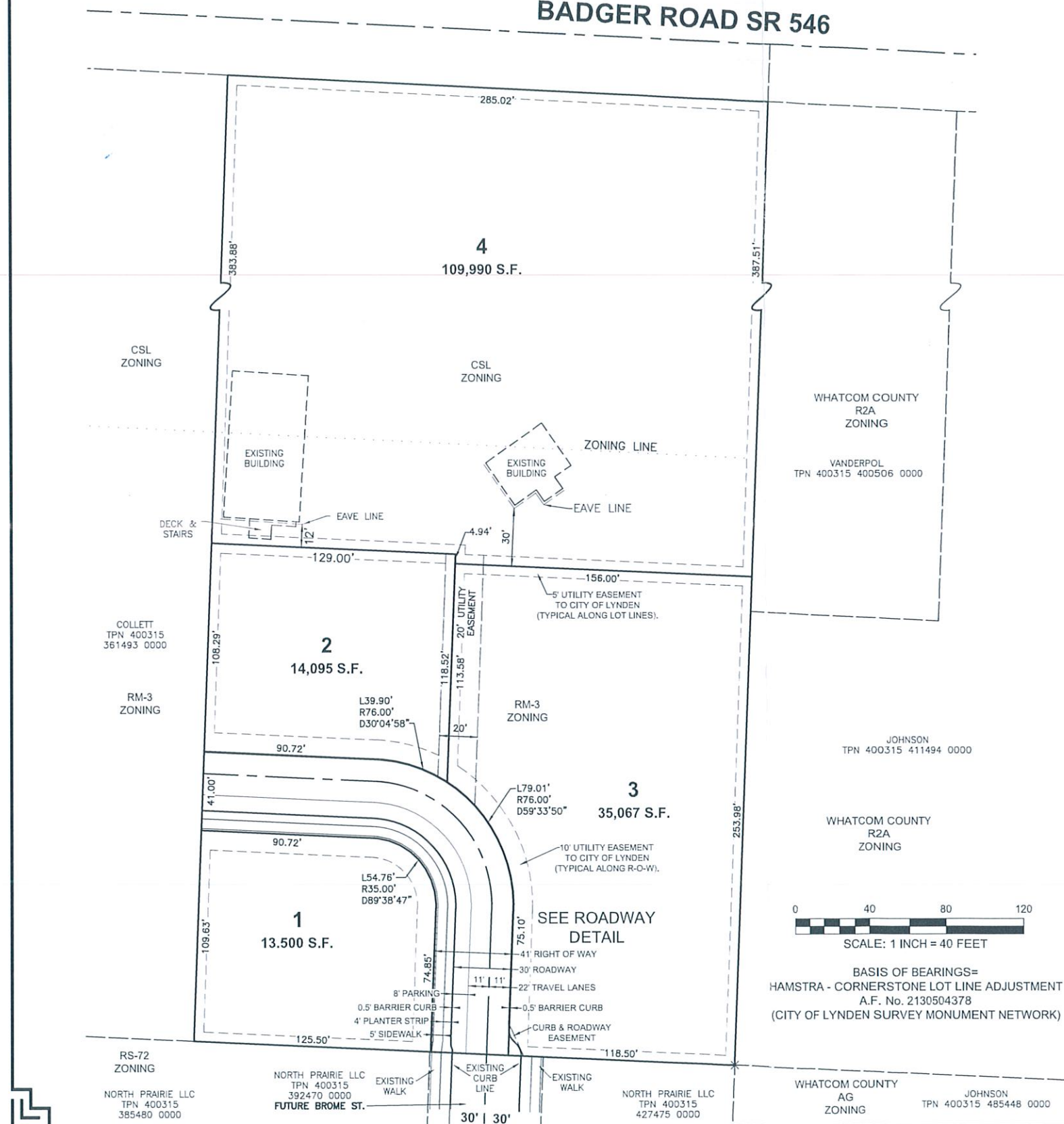
3-12-10



PROPOSED BADGER SOUTH SHORT PLAT

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

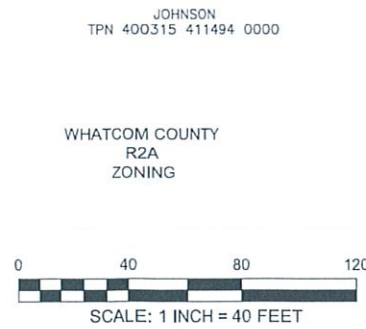
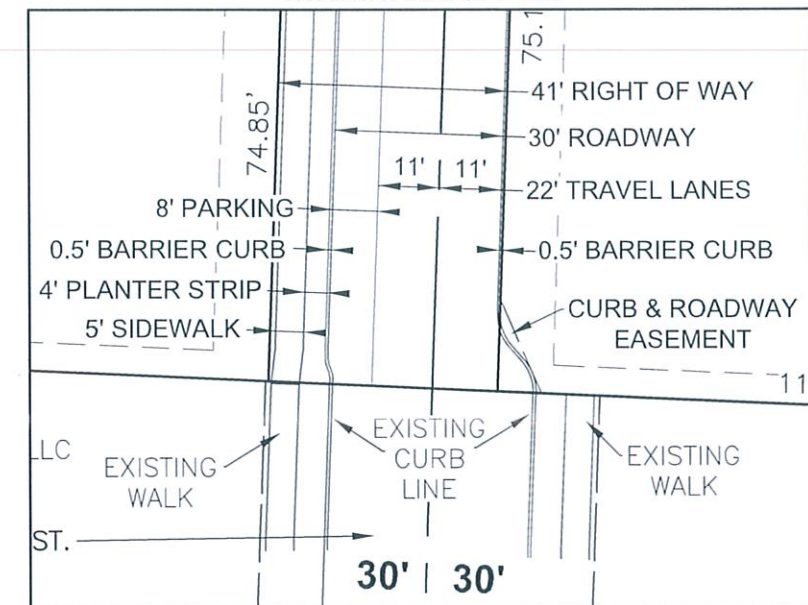
BADGER ROAD SR 546



SURVEYOR'S NOTES:

1. THE PURPOSE OF THIS MAP IS TO SHOW THE PROPOSED SHIFLETT SHORT PLAT LOT CONFIGURATION AND PROPOSED ROADWAY VARIANCE DEMINSIONS. COMPASS POINT SURVEY, LLC ASSUMES NO LIABILITY IF THIS SURVEY IS USED FOR ANY PURPOSE OTHER THAN STATED ABOVE.

ROADWAY DETAIL 1" = 20'



BASIS OF BEARINGS=
HAMSTRA - CORNERSTONE LOT LINE ADJUSTMENT
A.F. No. 2130504378
(CITY OF LYNDEN SURVEY MONUMENT NETWORK)



Sheet: 2 of 2	Date: 10/02/19
Drawn by: JD & RL	Drawing: SHIFLETT SP2-070219.dwg
Reviewed by: RL & DL	Dir: G:\154003- 2008-SHIFLETT Crd: 154003-05 SOUTH.CRD



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

CITY OF LYNDEN



TECHNICAL REVIEW COMMITTEE Development Project Report

Date Issued:	November 27, 2019
Project Name:	DSV #19-02, Badger South
Applicant:	Richard Lane – Compass Point Survey
Property Owner:	Badger South LLC
Site Address:	1583 E Badger Road, Lynden
Zoning Designation:	RM-3 Residential Multi-Family
Application Type:	Development Standards Variance
Parcel Size:	N/A
Hearing Type:	Quasi-Judicial
Hearing Objective:	The objective of this public hearing is to determine whether the proposed Development Standards Variance meets the criteria found within Section 17.17.040 of the Lynden Municipal Code.
Date application determined complete:	October 18, 2019
Date of Publication:	October 30, 2019
SEPA Determination:	N/A
Project Description:	Applicant is requesting a Development Standards Variance to allow the construction of a public access street at the private street minimum standards.

Standard Requirements:

The applicant has met the minimum submittal requirements and the application was determined to be complete on October 18, 2019. The notice of application was published on October 30, 2019.

The City has received proof of certified mailing and the affidavit of posting in accordance with the City’s requirements.

Project Summary

Subdivision and / or site development of the subject property typically requires that right-of-way be dedicated consistent with City standards (LMC 18.14.030) and constructed consistent with Engineering standards of Division 4 of the Engineering Design and Development Standards.

In some instances, property owners have opted to create a private road and seek alternate standards for development. Staff does not support a private street at this location as it is the terminus of an existing public street network. However, staff recognizes that providing a standard 60-foot-wide right-of-way would significantly constrain development due to the shape and size of the subject property.

The applicant is requesting a variance to Table 4-1 (Figure 4–3A) of the Engineering Design and Development Standards to allow the construction of a public access street (Figure 4–3B) from the required 60-feet to a standard that matches the private street minimum standard but would be dedicated as a public street. This reduced standard would require a dedication that is 41-feet in width.

LMC 17.17.040 states, where there are unnecessary hardships and practical difficulties which render it difficult to carry out the provisions of the development standards, the City Council shall have power to grant a variance in harmony with the general purpose and intent of the provisions contained therein. Such variances may vary the rules, regulations or provisions of the development standards so that the spirit of those standards will be observed; public safety secured; and substantial justice done. However, the City Council shall not vary any of the rules, regulations or provisions of those development standards unless it shall approve findings that all of the following conditions exist in each case:

- A. The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity in which the property on behalf of which the application was filed is located;
- B. That such variance is necessary, because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with rights and privileges permitted to other properties in the vicinity in which the subject property is located;
- C. That the granting of such a variance will not be materially detrimental to the public health, safety and general welfare; and
- D. That the granting of such a variance will not be injurious to the property or improvements in the vicinity and zone in which the subject property is located.
- E. That the variance request is based on sound engineering judgement and includes additional mitigation sufficient to offset adverse impacts to the public interest likely to result from granting the variance.”

Variance Application Comments from the Technical Review Committee:

Planning and Development

1. *Variance Justification:* Staff acknowledges that the applicant has provided a response to each of the development standards variance criteria.

2. *Alternate Design Analysis:* Staff acknowledges that the applicant has provided a response to each of the development standards variance criteria.
3. *Application:* Applicant to revise the “Variance Request” portion of the application form submitted to the Planning Department to reference not only the engineering standard of Division 4 of the Engineering Design and Development Standards but also the section of the Lynden Municipal Code from which the applicant seeks relief. This is the section related to property dedication, LMC 18.14.030 – Right-of-Way Requirements.
4. *Parking:* Staff has concerns related to parking and the potential impact to surrounding properties.

All development on the subject property will be required to provide the minimum number of on-site parking spaces as dictated by LMC 19.51. Additional guest parking is not required per code as on-street parking accommodates this need.

However, due to the reduced street standard, only one side of the street will provide parking and it is anticipated parking capacity will be significantly reduced by driveway cuts. As such, staff support of the variance is conditioned on future development providing 20% more on-site parking than code requires to accommodate the on-street parking which will be lost. This means, for example, that 12 residential units which would typically be required to provide 24 spaces would be required to provide 29 on-site spaces.

Public Works

5. Applicant will be required to submit an Applicant Checklist and Agreement to Construct (Division 2 and 10 of City of Lynden Engineering Design and Development Standards) as part of future application requests.
6. Be advised, applicant must make provisions for access and utilities to the west end of the property in subsequent applications.
7. Be advised, in subsequent applications the proposed utility and access easement to lot 4 will need to be 30-feet in width to accommodate for both public water and sewer.
8. *Water:* At the time of development, water needs to be extended to the west property line of either lot 1 or 2, to the north and west property lines of lot 4 with the ability for future extension to the east. Easements will be needed and must be marked on the face of the plat.
9. *Sewer:* At the time of development, sewer will be required to extend west and north to meet the service area as identified in the sewer comprehensive plan and the City’s Engineering Design and Development Standards. Easements will be needed and must be marked on the face of the plat.

10. *Stormwater:* Be advised, all improvements and development must meet the City of Lynden and current Department of Ecology requirements for stormwater/drainage management
11. *Bonding:* Be advised, a post construction maintenance bond for 10% of the public facility construction costs will be required prior to final plat approval. A 150% performance bond is required for all work in the City's right-of-way or on city owned property.
12. *Review Deposit:* Be advised, there is a review deposit of \$200 per lot, \$2,000 minimum, to review the construction plans and a plat construction inspection deposit of \$350 per lot, \$5,000 minimum, due prior to review and construction respectively.

Fire Department

13. *Turn-Around:* Be advised, a vehicular turn-around, designed to City standards, will be required at the time of plat and development. This may be located at the terminus of the new street or in another location which meets Fire Department approval. The turn-around may require an easement which could be dissolved when through access is created on the neighboring property.

CITY OF LYNDEN
LYNDEN CITY COUNCIL

IN RE THE DEVELOPMENT
STANDARDS VARIANCE REQUEST
OF Badger South, LLC., Petitioner

NO. 19-02
FINDINGS OF FACT AND
CONCLUSIONS OF LAW

Owners of the premises known as:

THE EAST 285 FEET OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION
15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M. WHATCOM
COUNTY, WASHINGTON; EXCEPT STATE HIGHWAY NO. 546 (EAST
BADGER ROAD).

COMMONLY DESCRIBED AS: 1583 E Badger Road, Lynden

Having made application for a for a Development Standards Variance
requesting to allow the construction of a public access street at the private street
minimum standards.

The Lynden City Council held a public hearing on November 18, 2019 and
December 16, 2019 and considered the consistency of the application under
LMC 17.17.040 and has determined that the application meets the criteria for
granting a development standards variance to the findings, conditions and
recommendations of the Technical Review Committee Report dated November
27, 2019.

Said request having returned before the Lynden City Council on December 16,
2019, and the Lynden City Council having fully and duly considered the
development standards variance request, hereby makes the following:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

1.01 Application. Badger South LLC, (“Applicant”) filed a development
standards variance application which was accepted by the City as complete
on October 18, 2019.

1.02 Location. The Property is located at 1583 E Badger Road in Lynden,
Whatcom Co., Washington as described above.

1.03 Ownership. Badger South LLC are the Property Owners.

1.04 Reason for Request. To allow the construction of a public access
street at the private street minimum standards and reduce the associated
dedicated right-of-way on the property.

1.05 Compliance with Criteria for Granting a Development Standards Variance. The application as presented during the public hearing complies with the criteria listed within Section 17.17.040 of the Lynden Municipal Code.

1.06 Compliance with Project Manual for Engineering Design and Development Standards. The application proposes compliance with an alternate development standard and associated requirements set forth in the Project Manual for Engineering Design and Development Standards, as applicable.

1.07 Appropriate Provisions for Promoting Health, Safety and General Welfare. The application makes appropriate provisions for public health, safety and general welfare.

1.08 Open Spaces, Streets, Roads, Sidewalks and Alleys. The application makes appropriate provisions for public open spaces, roads, streets, sidewalks and alleys.

1.09 Potable Water Supplies, Sanitary Wastes and Drainage Ways. The application makes appropriate provisions for public drainage ways, potable water supplies and sanitary wastes.

1.10 Public Interest. The application is consistent with the City's comprehensive plan and the Growth Management Act. The public interest will be served by the approval of the application.

1.11 Critical Area Review. Critical areas will be addressed during project development.

1.12 SEPA Determination. A determination will be made in association with the future development.

The foregoing Findings of Fact and Conclusions of Law are not labeled. Those sections which are most properly considered Findings of Fact are hereby designated as such. Those sections which are most properly considered Conclusions of Law are also designated as such. From the foregoing Findings of Fact and Conclusions of Law, the Director establishes the following conditions:

II. CONDITIONS

The applicant is requesting a variance to LMC 18.14.030-Right-of-Way Requirements and the corresponding design found in Table 4-1 (Figure 4-3A) of the Engineering Design and Development Standards. The variance would allow the construction of a public access street within a 41-foot right-of-way as depicted within the City's "private street standard".

LMC 17.17.040 states, where there are unnecessary hardships and practical difficulties which render it difficult to carry out the provisions of the development standards, the City Council shall have power to grant a variance in harmony with the general purpose and intent of the provisions contained therein. Such variances may vary the rules, regulations or provisions of the development

standards so that the spirit of those standards will be observed; public safety secured; and substantial justice done. However, the City Council shall not vary any of the rules, regulations or provisions of those development standards unless it shall approve findings that all of the following conditions exist in each case:

- A. The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity in which the property on behalf of which the application was filed is located;
- B. That such variance is necessary, because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with rights and privileges permitted to other properties in the vicinity in which the subject property is located;
- C. That the granting of such a variance will not be materially detrimental to the public health, safety and general welfare; and
- D. That the granting of such a variance will not be injurious to the property or improvements in the vicinity and zone in which the subject property is located.
- E. That the variance request is based on sound engineering judgement and includes additional mitigation sufficient to offset adverse impacts to the public interest likely to result from granting the variance.”

Variance Application Comments from the Technical Review Committee:

Planning and Development

1. *Variance Justification:* The applicant has provided a response to each of the development standards variance criteria. See attached
2. *Alternate Design Analysis:* The applicant has provided a response to each of the development standards variance criteria. See attached
3. *Variance Justification:* Staff acknowledges that the applicant has provided a response to each of the development standards variance criteria.
4. *Alternate Design Analysis:* Staff acknowledges that the applicant has provided a response to each of the development standards variance criteria.
5. *Application:* Applicant to revise the “Variance Request” portion of the application form submitted to the Planning Department to reference not only the engineering standard of Division 4 of the Engineering Design and Development Standards but also the section of the Lynden Municipal Code from which the applicant seeks relief. This is the section related to property dedication, LMC 18.14.030 – Right-of-Way Requirements.

6. *Parking:* Staff has concerns related to parking and the potential impact to surrounding properties.

All development on the subject property will be required to provide the minimum number of on-site parking spaces as dictated by LMC 19.51. Additional guest parking is not required per code as on-street parking accommodates this need.

However, due to the reduced street standard, only one side of the street will provide parking and it is anticipated parking capacity will be significantly reduced by driveway cuts. As such, staff support of the variance is conditioned on future development providing 20% more on-site parking than code requires to accommodate the on-street parking which will be lost. This means, for example, that 12 residential units which would typically be required to provide 24 spaces would be required to provide 29 on-site spaces.

Public Works

7. Applicant will be required to submit an Applicant Checklist and Agreement to Construct (Division 2 and 10 of City of Lynden Engineering Design and Development Standards) as part of future application requests.
8. Be advised, applicant must make provisions for access and utilities to the west end of the property in subsequent applications.
9. Be advised, in subsequent applications the proposed utility and access easement to lot 4 will need to be 30-feet in width to accommodate for both public water and sewer.
10. *Water:* At the time of development, water needs to be extended to the west property line of either lot 1 or 2, to the north and west property lines of lot 4 with the ability for future extension to the east. Easements will be needed and must be marked on the face of the plat.
11. *Sewer:* At the time of development, sewer will be required to extend west and north to meet the service area as identified in the sewer comprehensive plan and the City's Engineering Design and Development Standards. Easements will be needed and must be marked on the face of the plat.
12. *Stormwater:* Be advised, all improvements and development must meet the City of Lynden and current Department of Ecology requirements for stormwater/drainage management
13. *Bonding:* Be advised, a post construction maintenance bond for 10% of the public facility construction costs will be required prior to final plat

approval. A 150% performance bond is required for all work in the City's right-of-way or on city owned property.

14. *Review Deposit.* Be advised, there is a review deposit of \$200 per lot, \$2,000 minimum, to review the construction plans and a plat construction inspection deposit of \$350 per lot, \$5,000 minimum, due prior to review and construction respectively.

Fire Department

15. *Turn-Around:* Be advised, a vehicular turn-around, designed to City standards, will be required at the time of plat and development. This may be located at the terminus of the new street or in another location which meets Fire Department approval. The turn-around may require an easement which could be dissolved when through access is created on the neighboring property.

III. DECISION

Petitioner's application to for a Development Standards Variance to allow the construction of a public access street within a 41-foot right-of-way as depicted within the City's "private street standard" and reduce the corresponding right-of-way dedication, on the property described herein is hereby **Approved**.

DATED: _____

Scott Korthuis, Mayor

EXECUTIVE SUMMARY

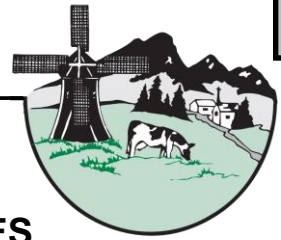
Meeting Date:	December 16, 2019	
Name of Agenda Item:	Ord 1600 - Pepin Creek Sub-Area Plan	
Section of Agenda:	Public Hearing	
Department:	Planning Department	
Council Committee Review:	<input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
See agenda package from Dec 2, 2019 for Pepin Creek Sub-Area Plan (dated November 2019) - clarifications (redlines) made following PC Hearing, PC Hearing Minutes, Roadway design alternatives to be distributed prior to the meeting.		
Summary Statement:		
<p>In September of 2018 the City released a draft of the Pepin Creek Sub-Area Plan (PCSA). The intent of the plan is to develop a guide for future growth patterns that will be appropriate for the Lynden community. This is a unique area of the City that warrants a thoughtful planning effort.</p> <p>Given the projected costs of infrastructure in the Pepin Creek Sub-Area the City staff has been exploring alternate circulation routes and conducting traffic studies to test these alternate designs. As a result, the revised 2019 sub-area plan includes a new street layout and adjustments consistent with the code revisions made regarding applicable zoning categories adopted in March of 2019.</p> <p>It is important to note that the sub-area plan assumes the realignment of Pepin Creek but it does not decide on the design of this creek realignment project. The Public Works department is heading up environmental review of a couple different realignment options and their associated costs. It is critical to the environmental review process that the PCSA be in a final Council-approved form.</p> <p>Although the PCSA represents a monumental amount of research, outreach, and staff time it is critical to remember that the document is a plan rather than a contract. The goal of the plan is to guide development and priorities within the sub-area. It can, however, be altered, revised, and improved as we learn more about the channel project, projected costs, and the needs of the City.</p> <p>At a November 21st hearing the Planning Commission recommended approval with specific considerations outlined for the City Council (see attached). Additionally, the comment period with the Department of Commerce, regarding the PCSA plan, has begun but will not officially conclude until early 2020. Based on tonight's outcome Planning staff will be finalizing Ord 1600 and returning the document at a subsequent Council meeting.</p>		
Recommended Action:		
Motion to approve Pepin Creek Sub-Area Plan on the conditions that multiple circulation and park plan alternatives be included in the Plan, and that no concerns are generated during the Department of Commerce review.		

CITY OF LYNDEN



CITY OF LYNDEN

PLANNING DEPARTMENT
360-354-5532



PLANNING COMMISSION MEETING MINUTES

7:30 PM November 21, 2019
City Hall Annex

1. CALL TO ORDER

2. ROLL CALL

Present: Tim Faber, Diane Veltkamp, Gerald Veltkamp, Bryan Korthuis, Blair Scott, Lynn Templeton. Brett Kok absent with notice.

Absent with notice:

Staff Present: Martin, City Administrator, Gudde, Planning Director, Timmer, City Planner and Samec, City Planner.

3. APPROVAL OF MINUTES

A. October 24, 2019

Templeton motioned to approve the **October 24, 2019, Planning Commission Minutes as submitted. Seconded by Scott and the motion passed 5-0.**

4. PUBLIC HEARINGS

A. Pepin Creek Sub-Area Plan

Veltkamp opened the public hearing.

Planning Director Gudde gives a presentation to provide background information and get up to speed with progress that has occurred since the Planning Commission reviewed the draft plan in late 2018. These include revising and adopting zoning categories, slight adjustment of the zoning plan and a revised circulation plan. These are reflected in the Subarea Plan Draft.

Tonight, Staff is seeking a Planning Commission recommendation on the plan. A second public hearing will be held with the City Council with the Commission's recommendations.

Mike Martin expresses gratitude for the many hours spent by planning commission, public and staff to get the plan to this point. The City expects growth to occur at around the same rate (~100 units/year) with this growth in Pepin Creek to happen rationally over the next couple decades.

Public Hearing:

Khris Kantu: 942 Hemlock Loop: Concern over large scale multi-family close to their property. Gudde describes the requirement in RM-PC to have a 100 ft transition area between existing single-family development.

Jake Jarvis: Westview Circle: Ask why the City is pushing for rapid growth in the area, especially near their large single-family zone. Is concerned about the impact of the higher density residential development in Pepin Creek on existing property values.

Steven Kantu: 942 Hemlock Loop: Ask about the impact of raising the land north of them for roads and houses. Gudde responds that this is a ground water elevation question which requires appropriate separation between housing and groundwater.

James Squires: 855 Hemlock Court: Expresses some concern that the eventual increase traffic on Double Ditch will impact their development. They will hear the traffic. How is Double Ditch going to be improved? Gudde responds that improving the substandard road this requires the relocation of Pepin Creek. Double Ditch is considered an arterial.

What about water rights? Does the City have enough water to allow this residential growth? Mike Martin answers that the City is continually working to secure water rights and has made significant progress in doing so (COW water, acquiring water association rights, and discussion on storage). Right now the City has enough water and will continue to make investment in securing appropriate water for the future.

Bob Johnson, Lynden Parks and Rec Commission: The parks district, in a formal letter, asks that the Pepin Creek Parkway not bisect the park property and that the entire 40 acre property be park land.

Diane reads the letter and states her concern that the wishes of the previous owner are not being met with this design.

Mike Martin understands the concern but also says that the mayor, and council are keenly aware of the wishes of the previous property owner and are interested in the best course of action for this property.

Henry Bierlink, Hemlock Loop and Ag Representative: Both lives in the neighborhood and is also a representative of the Ag community. First expressed gratitude in the high level of deliberation and transparency that has occurred in this process. As an Ag representative, understands that growth in Lynden means less farmland in the County. While this growth should be focused in those UGAs such as here, it also means that over time additional growth will then threaten more farmland. As such the City needs to increase density even more than this plan allows to ease the pressure on farmland conversion.

Also ask that the City continue to partner with the Ag boards in order to meet both needs.

Water supply and drainage. The City is the plug at the bottom of the drain for farmland water.

Mike Martin talked about the culvert improvements that will occur at Badger Rd in 2023. This may compound the City concerns about water movement in the ditch. This project is even important in light of that.

Corwyn McKay, 1813 Emerald Way: Public access to that the Park property, including multi-modal pathway on west side of new creek location, is going to be important as this moves forward. The proposed parkway, while safety issues should be paramount, does provide great public access for people across the City. Especially if it is connected to broader trail connections.

Planning Commission Discussion:

Tim Faber: This draft removes the senior overlay from the RMPC zoning. Can the senior overlay ideals be accommodated in the RMPC?

Gudde answers that the changes to the zoning standards for RMPC would allow that type of development without needing the activate the Overlay. In analyzing those changes, it became apparent that the overlay is likely not necessary. One adjustment that may be required in order to allow assisted living type of developments, would be changing the RMPC outright permit Assisted Living Use in that zone.

Blair Scott: Any thoughts about alternative locations for Pepin Parkway if it doesn't go through the City property as shown?

Gudde answers that there may be options for connecting more directly to Benson but those need to be reviewed carefully as they may then require additional improvement demands on Benson which is a difficult street to improve because of the exiting ditch. Cost savings as well the City already owns that property (won't need to acquire the ROW required).

Diane Veltkamp: Knew Herm Huesinkveld and concern that his wishes are not being met by plans for developing housing on the property or putting an arterial road through it. Not the best idea to put a major arterial through a high pedestrian area. What are the other alternatives?

Mike Martin: Was involved with the transaction with Herm, the Council has expressed desire to add to and improve the City's Parks system. City leaders are very supportive of the park idea and would want to do it in the best way possible, not damage the park property. Demonstrated commitment to the park property and how it is used.

Blair Scott: Ask about the runway buffer, Can that be used to the new roadway?

Gudde: The safety buffer for the airport runway should not be used as a road location.

Bryan Korthuis: Asked about use of the park property for things other than park. Stormwater, quasi-public, higher density. Is the E-W roadway even necessary?

Gudde: With the relocation project, should be phased the City cannot pay for the full relocation up front.

Martin: Expensive development here, need to phase.

D. Veltkamp: Has there been serious considerations of flip flopping this land out of the UGA?

Martin: Land west of the Guide is allotted for industrial/commercial.

Faber: Echos concerns about having the Parkway bisect the park land. Benson road will need to be upgraded. Can the Parkway go straight to Benson rather than cut north through the Park? Perhaps the cost savings for that (shortening the length of Pepin Parkway) might be used to rather make Benson Rd improvements?

G Veltkamp: Also concern about the Parkway bisecting the park. But also think access to the park would be better without having to come directly off of Benson.

Lynn Templeton: A school shouldn't take up all the greenspace in the park property. Sees this as a plan required by the State. But really wonders: How viable is this? Will this actually happen. He is skeptical that it will. Is also concerned that the cost of development here will only compound our affordability issues.

Scott: Expressed concern that this may not be the right direction for the City.

Mike Martin: Expressed a belief in the importance of considering all these issues and to recognize that this plan is subject to change and adjustment as time goes on. But, the Council should see this and would ask that the Planning Commission make a recommendation and then move it on.

Korthuis: Being in the construction industry, yes, this is not easy development land but he has seen development occur around the County in much more difficult conditions. He also recognizes the reality of housing pressure in the area and thinks that, Yes, it will happen. So it is good to have the thought and deliberation that this plan has entailed but then we should move it on. He expects to see a lot of creativity by the development industry as it occurs. In this, he is supportive of the plan.

G Veltkamp: This project is for the benefit of the whole city. Yes, the plan is specific to this area but the results will have impacts on the entire City. There is a cost to not doing this. Affordability is tied to what happens or doesn't happen here. As a City wide benefit, perhaps there are ways that the whole City can participate in the cost of this project. It should be considered.

Faber motioned to recommend, to City Council, the approval of the Pepin Creek Sub-Area Plan with the following conditions:

- 1) An alternate location and layout for Pepin Parkway should be considered to minimize negative impacts to the Benson Park property and to allocate those savings for needed Benson Rd improvements.**
- 2) As the project benefits the City as a whole, the Council should consider funding options that might involve the entire City.**
- 3) With the high cost of development in this location, there is concern that the cost of housing here will only compound the affordability crisis. Housing affordability issues need to continue to be discussed.**

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

B. CPA #19-01, Futures Land Use Map

Veltkamp opened the public hearing.

The proposed amendment to the Comprehensive Plan is meant to rearrange the Future Land Use designations in the Pepin Creek Subarea to correspond with revisions to the plan that have occurred since late 2018. It proposes a rearrangement of the

Faber pointed out that the zoning map included in the application shows the Senior Overlay. Timmer stated that map is for reference to show how the Future Land Use designation lines up with the underlying zoning. The zoning map in the application was an older map that didn't have the Senior Overlay designation removed. That mistake does not impact the Future Land Use designation proposal.

Faber motioned to recommend, to City Council, the approval of the Future Land Use Map. Seconded by Scott, and the motion passed 5-0.

5. COMMISSIONERS CORNER

The Commission asked about the City Council overturning the recent Bouma rezone application.

The December 12th meeting has been cancelled. The next meeting will be held on January 9, 2019.

6. ADJOURNMENT

Motion to adjourn by Templeton / Second by G. Veltkamp. Meeting adjourned at 10:05 pm

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	December 16, 2019	
Name of Agenda Item:	Ord 1601 – Comprehensive Plan Amendment 19-01 (Pepin Creek)	
Section of Agenda:	Public Hearing	
Department:	Planning Department	
Council Committee Review:	<input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Planning Commission Package for Comprehensive Plan Amendment 19-01		
Summary Statement:		
<p>The City of Lynden amended the Comprehensive Plan in December of 2018 to reflect the creation of the Pepin Creek Sub-Area.</p> <p>At that time the Future Land Use Map was also amended to reflect the arrangement of low and medium residential development proposed within the Sub-Area Plan draft.</p> <p>Since that time the zoning layout of the Pin Creek Sub-Area has been altered as reflected in the revised plan. The proposed amendment to the Comprehensive Plan is meant to correspond with these revisions.</p> <p>The comment period on the Amendment from the Department of Commerce has begun but will not officially conclude until early 2020. Planning staff will be finalizing Ordinance 1601 based on the outcome of tonight’s meeting and returning the document to the City Council at a subsequent meeting.</p>		
Recommended Action:		
Motion to approve Comprehensive Plan Amendment 19-01 on the condition that no concerns are generated by the Department of Commerce’s review.		



Planning Department Memorandum

To: Planning Commission

From: Dave Timmer

Meeting Date: November 21, 2019

Re: Comprehensive Plan Amendment – Future Land Use Map

The City of Lynden amended the Comprehensive Plan in December of 2018 to reflect the creation of the Pepin Creek Sub-Area.

At that time the Future Land Use Map was also amended to reflect the arrangement of low and medium residential development proposed within the Sub-Area Plan Draft.

Since that time the zoning layout of the Pepin Creek Sub-Area has been altered as reflected in the revised plan. The proposed amendment to the Comprehensive Plan is meant to correspond with these revisions.



City of Lynden

Comprehensive Plan Amendment Approval Process

- Pre-application Meeting (MANDATORY)**
Applicant or agent meets with the Technical Review Committee for a “feasibility review” and to discuss fees, time frames for the request, and early issues with the project.
- Application Review and Determination of Completeness**
City staff reviews all application materials, makes a determination of completeness, and notifies the applicant within 14 days.
- Publication of Legal Notice of Application and Proposed Request**
City staff is responsible for publishing a legal notice of application and public hearing on the proposed request. Legal notices of application must be published at least 14 days prior to the public hearing.
- Certified Mailing to Surrounding Property Owners for all map amendments**
The proponent or applicant is responsible for notifying surrounding property owners within 300 feet of the project proposal. Property owners must be given at least 14 days written notice by certified or registered mail. In addition to the mailing, three copies of the legal notice must be posted within 300 feet of the project. A notarized affidavit of the postings and receipts for the certified mailings must be turned over to the Planning Department at least 10 days prior to the hearing date.
- Technical Review Committee (TRC) Report and Recommendations**
The TRC is notified of the application and reviews it for compliance with City plans and regulations, coordinates necessary permit reviews and identifies the development’s environmental impacts. The TRC consists of representatives from Fire, Parks, Public Works, Planning, and the Administration Department. The applicant is mailed a copy of the report, and it is also forwarded to the Planning Commission as part of the record for the hearing.
- SEPA Determination and Publication of Legal Notice**
All development permits require a SEPA checklist, except short plats and other projects exempted by WAC 197-11 and LMC 16.05.070. City staff will be able to advise whether or not this is required for your project.
- Public Hearing at Planning Commission (Typically scheduled in September - October)**
The Planning Commission makes its recommendation for approval or denial after reviewing and considering the amendment materials, the TRC report, and any written or oral testimony in reference to the request. The Commission then forwards its resolution outlining the decision, its findings, conclusions and recommendations to the City Council for consideration.
- Public Hearing at City Council (Typically scheduled in November – December)**
The City Council makes a final decision on the proposed amendment to the Comprehensive Plan. Their decision is made by ordinance and signed by the Mayor. Their decision can be made by motion, resolution or ordinance as appropriate. The Council may also issue Findings of Facts and Conclusions of Law, outlining their decision.
- Publication of Legal Notice of Decision**
City staff is responsible for publishing a legal notice of final decision on the amendment. This legal notice, along with a copy of the Planning Commission resolution is mailed to the applicant, specifying any conditions of the decision.



City of Lynden

Comprehensive Plan Amendment Application Requirements

1. *Completed application form for the comprehensive plan amendment request.*
2. *All applicable fees.*
3. *Section of Comprehensive Plan to be amended.*
4. *SEPA Checklist*

For all map amendments please include the following additional information:

5. *Property site map showing the following (for map amendments only):*
 - a. *property dimensions and size*
 - b. *street and alley dimensions*
 - c. *other existing physical features*
 - d. *north point and scale*
 - e. *size and location of all utilities*
6. *Area map showing the following*
 - a. *adjacent properties*
 - b. *zoning of adjacent properties if different than site zoning*
 - c. *nearby structures and buildings*
 - d. *streets/highways*
 - e. *watercourses and critical areas*
 - f. *easements*
7. *Legal description of the property.*
8. *Names and addresses of all persons, firms and corporations holding interest in the property.*
9. *Critical Areas Ordinance Checklist.*



City of Lynden

Comprehensive Plan Amendment Application

I. APPLICANT INFORMATION

Name: Dave Timmer, City Planner, COL Planning Dept

Address: 300 4th St, Lynden WA

Telephone Number: 360-354-5532 Fax Number: _____

E-mail Address: timmerd@lyndenwa.org

II. CHECK THE APPROPRIATE BOXES

Comprehensive Plan Map Amendment

Comprehensive Text Amendment

III. SUMMARIZE THE CHANGES YOU ARE PROPOSING:

The City of Lynden is proposing revisions to its Future Land Use Map, specifically in regard to the Pepin Creek Subarea, thereby amending its Comprehensive Plan. The revisions adjust the locations of Medium Density Residential and Low Density Residential that were established in the 2018 CPA to reflect proposed changes to the Pepin Creek Subarea that have occurred as the Pepin Creek Subarea planning efforts have moved forward.

Additionally, the city is proposing a change to Table 2.3 Future Land Use and Zoning Designations in the Land Use Element chapter of the Comprehensive Plan. This change would add the RM-PC zoning designation and description to the RM (Medium Density Residential) category of that table.

IV. FOR MAP AMENDMENTS:

A. Tax Parcel Number(s): NA

Site Address: _____

Total Acreage: _____

Property Owner(s): _____

Mailing Address: _____

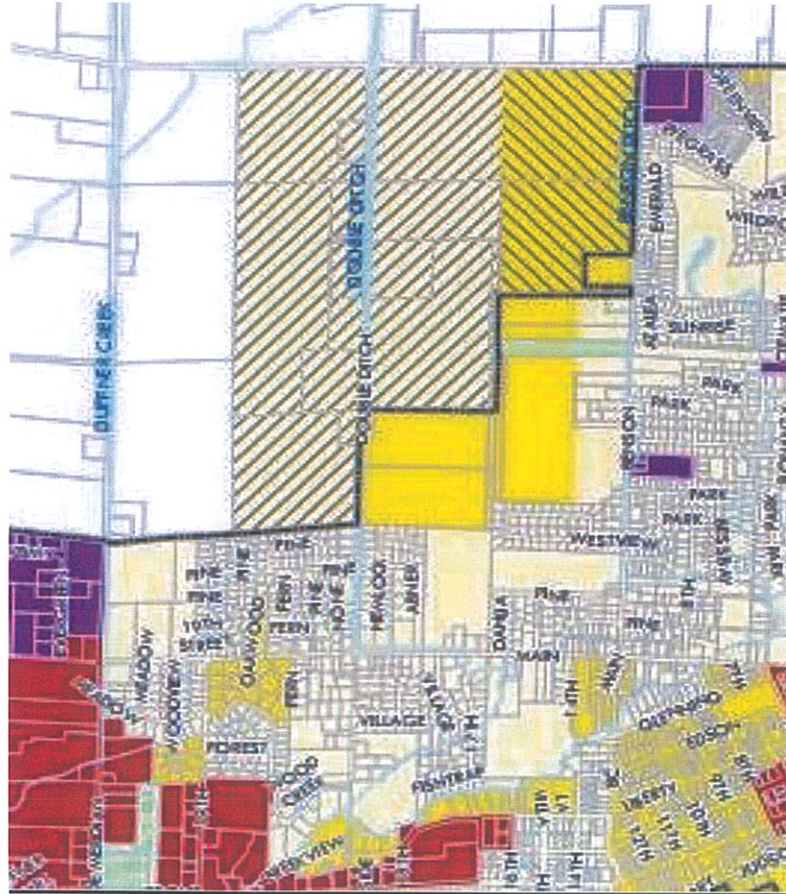
City, State & Zip Code: _____

Phone Number: () _____

Please attach additional sheets if more than one parcel is involved

Existing Comprehensive Plan Designation:

For Pepin Creek Subarea: The adopted 2018 CPA changed the Future Land Use map for the Pepin Creek Subarea to look like this:



B. *Existing Zoning Designation:*

Pepin Creek Subarea:

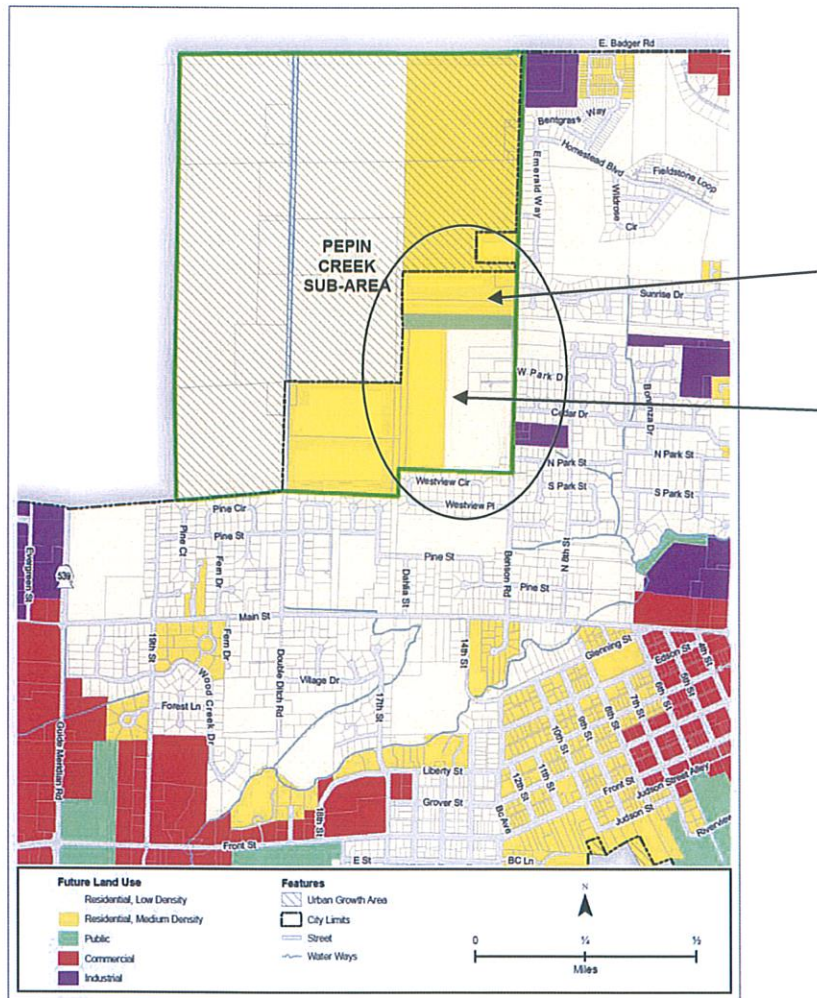
County jurisdiction (in Lynden UGA but not city limits): zone AG
 The portion in the City Limits is zoned: Residential Mixed Density and some RS-100. The forthcoming Subarea plan is proposing adjusting this zoning.

C. *Proposed Comprehensive Plan Designation:*

Pepin Creek Subarea:

This proposal simply rearranges the Low Density Residential and Medium Density Residential locations within the Pepin Creek Subarea

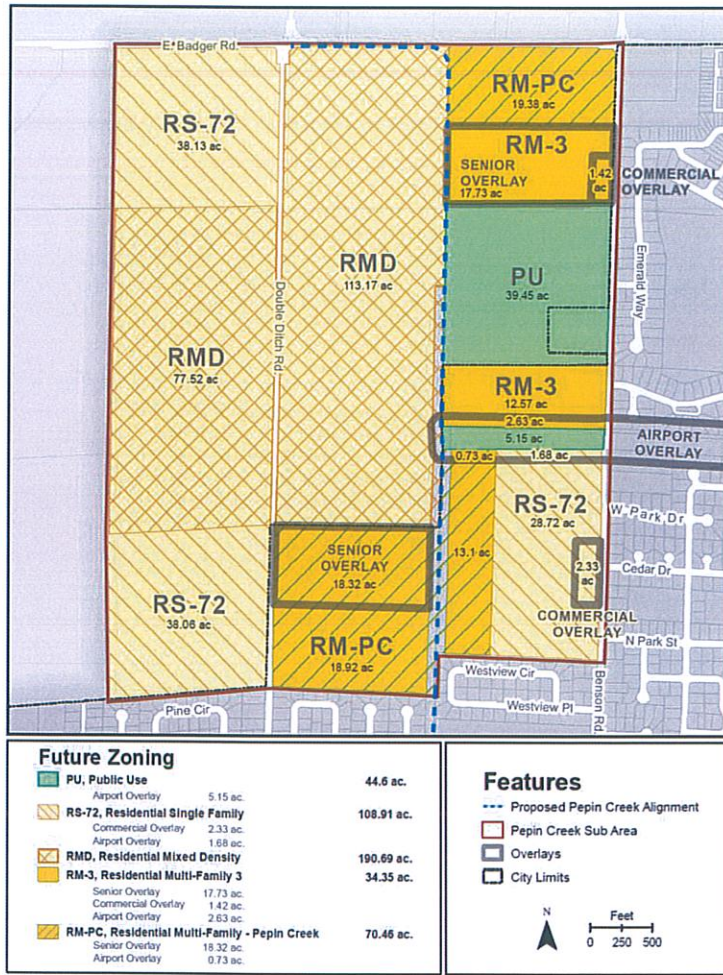
in two locations. These changes are a result of City Council review of the Pepin Creek Subarea over the past year as further information regarding the cost of development and growth planning have occurred. The proposed arrangement is:



The above arrow/circle indicates the location of the proposed change. It creates a larger buffer of Low Density Residential around the existing large single family lots off Benson Rd and increases the Medium Density Residential on the 2 parcels north of the Airport buffer.

D. *Proposed Zoning Designation:*

Pepin Creek Subarea:



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

Pepin Creek Subarea:

Primarily agricultural use (dairy, pasture, field crops, blueberries).
Some farmhouse structures throughout and single family residential along Benson.

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

Pepin Creek Subarea:

Residential neighborhoods, park and multimodal trail, potential small-scale commercial.

G. *Surrounding land uses are:*

Pepin Creek Subarea

Existing residential neighborhoods to the east and south. County agriculture to the west and north.

V. *For Text Amendments*

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

Lynden Comprehensive Plan Table 2.3 Future Land Use and Zoning Designations (proposed changes redlined and highlighted)

Future Land Use (FLU)	Description	Zoning	Description	Existing Acreage in City Limits
AG (Agriculture)	Reserved for agricultural land uses within the City and Urban Growth Area until other land uses are planned with the necessary extension of streets and public utilities.	A-1	Zoned for agricultural land uses within the City and Urban Growth Area until other land uses are planned with the necessary extension of streets and public utilities.	-
RL (Low Density Residential)	Maintains stable, low-density, largely single-family neighborhoods, while providing a range of housing types and prices.	RS-100	Requires a minimum lot area of 10,000 sq. ft. and allows for 4 D.U./acre.	1,935.0
		RS-84	Requires a minimum lot area of 8,400 sq. ft. and allows for 4.5 D.U./acre.	
		RS-72	Requires a minimum lot size of 7,200 sq. ft. and allows for 5 D.U./acre.	

Future Land Use (FLU)	Description	Zoning	Description	Existing Acreage in City Limits
		RMD	A zoning designation that allows up to a maximum of 8 units/acre and encourages the integration of single family and duplex multi-family homes within neighborhoods.	
RM (Medium Density Residential)	Provides higher density housing options and a range of housing types to accommodate future growth.	RM-1	Up to 2 units/building, with a development density of 8 D.U./acre.	441.5
		RM-2	Up to 4 units/building, with a development density of 12 D.U./acre.	
		RM-3	Up to 12 units/building, with a development density of 16 D.U./acre.	
		RM-4	Up to 50 units/building, with a development density of 24 D.U./acre.	
		RM-PC	Maximum development density (without Senior Overlay activation) is 12 D.U./acre	
		MH	The primary use is modular and mobile homes, but also includes mobile home parks that meet or exceed the minimum requirements of RS-72 zone.	
		TR	Provides and regulates buildings and/or structures where travel trailers and recreational vehicles are permitted. This zone may also be used for travel trailer and recreational vehicle camping, tent camping and camping cabins.	

Future Land Use (FLU)	Description	Zoning	Description	Existing Acreage in City Limits
		HBD	This is the zone of the City's original economic activity. It is an active mix of professional offices and residences, personal services and small retail.	
COM (Commercial)	Provides for commercial activity and employment growth including office and retail uses.	CSL	Local scale retail development (stores less than 65,000 square feet), medical, professional and financial services.	482.4
		CSR	Primary location for businesses that support both the local and regional trade through the development of large format retail and regional commercial stores.	
		ID	This industrial zone permits a variety of industrial uses, controlled primarily by performance standards.	
IND (Industrial)	Provides employment growth for industrial and some commercial uses.	IBZ	A light industrial zone that permits a mixture of industrial and commercial uses.	331.8
		PU	Regulates public and quasi-public areas such as parks, open space areas, public buildings, and the Northwest Washington Fairgrounds.	
PUB (Public)	Provides public land needed to supply public facilities, services, and public open space.			183.7

The proposed change adds the RM-PC zoning category to the RM (Medium Density Residential) section of this table. Additionally, it changes the description of the RMD zone to only include duplexes as the “integration of single family and duplex homes.” This change to the RMD description reflects an adopted change to the RMD code which no longer allows more than a duplex to be built in that zone. This proposed change does not adjust the “Existing Acreage” column as those changes are more appropriate for when the global Comp Plan update occurs in 2024.

VI. For All Amendments:

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

Pepin Creek Subarea:

This proposed amendment is the result of the continued planning efforts for the Pepin Creek subarea. The creation of the Pepin Creek Subarea is the result of an intensive planning process to establish zoning designations and design standards for this area prior to development occurring. This proposal adjusts Future Land Use designations within the subarea to reflect the subarea planning efforts.

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

Pepin Creek Subarea:

The addition of the 155 acres to the UGA, which occurred with the 2016 update, prompted the City to more intensively study how residential development will occur in this area. Simultaneously, the Pepin Creek relocation project has gained momentum and needs to occur in conjunction with development.

Therefore, the City decided to formally plan the development of this area. The result is the Pepin Creek Subarea, which guides how development will occur in this subarea. In 2018, the City amended portions of the Comp Plan to plan for the proposed densities as determined by the Pepin Creek Subarea plan. Since then, planning efforts have continued and minor adjustments to those proposed densities have been made.

This proposal adjusts Future Land Use designations within the subarea to reflect the ongoing subarea planning efforts and the ongoing adjustments to that plan.

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

No, the underlying assumptions have not changed. The Pepin Creek Subarea Plan, including the creation of the PCSA, helps to guide future residential growth in that location so that Lynden's character can be maintained while this growth occurs. This proposed amendment rearranges future land use allocations within the subarea designed to accommodate appropriate housing density and protect existing neighborhood character.

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

Pepin Creek Subarea:

In 2018, the City established, through a Comp Plan Amendment, a new Subarea in the City, the Pepin Creek Subarea. The creation of the Pepin Creek Subarea was the result of an intensive planning effort to promote desirable, attractive neighborhood development in this area as this subarea has been planned to accommodate a large percentage of Lynden's residential growth over the next 20 years.

Pepin Creek, which currently flows as two roadside ditches along Double Ditch Road, is expected to be relocated within the subarea to improve stream habitat, increase flood capacity and to allow for improvements to Double Ditch Road. Relocating Pepin Creek is an extremely complicated

effort, the extent of which continues to be researched and refined. Refinements over the past year have resulted in a need to make housekeeping-type changes to the proposed zoning and future land use within the Pepin Creek Subarea. This includes a desire by policy makers to balance the need to accommodate projected growth, to protect existing land uses, and to work toward financing the relocation of Pepin Creek in order to allow residential development to occur. This Comp Plan Amendment proposal is those housekeeping changes which essentially rearranges proposed density within the subarea.

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

The adjustments proposed are the result of continued planning efforts which will guide the development of the subarea. The proposed amendment adjusts locations of future residential densities based on the desire to accommodate residential growth pressure and to finance needed infrastructure within the Pepin Creek Subarea.

Growth pressure and associated development will have an impact. The Pepin Creek Subarea Plan provides guidelines for the development of residential neighborhoods, recreational opportunities, strong roadway connections to help alleviate negative impacts and to connect the neighborhoods into the fabric of this growing city. Furthermore, the proposed creek relocation project improves fish habitat and allows for the eventual upgrade of Double Ditch and Benson Roads, which are substandard regional roads.

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

At the present time, Lynden is seeing strong pressure to add housing. While the City could take a hands-off approach, it has decided that it is in the best interest of the public to plan ahead. Therefore, it has created the Pepin Creek Subarea, and put significant resources toward relocating Pepin Creek and developing a Subarea Plan that will guide development and set design standards for the Subarea. It is expected that this development will occur over the next 2 decades, development will be linked by the planning efforts that are occurring as part of this plan. This proposal reflects those planning efforts.

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

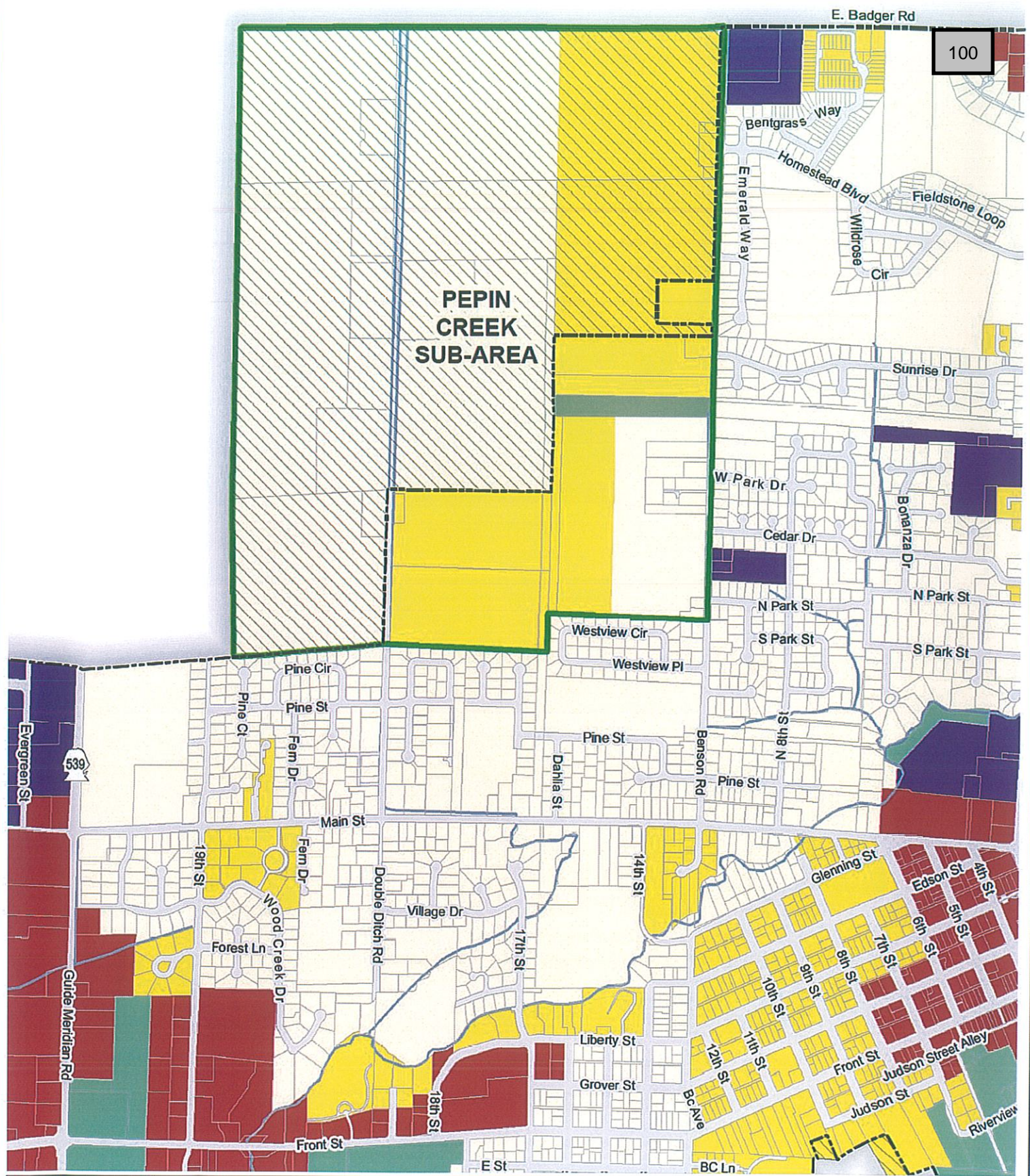
Applicant's Signature:  *Date:* _____

Property Owner's Signature: _____ *Date:* _____

Pre-application meeting date: _____

(Applications will not be accepted without a pre-application meeting)

Fee's (CPA \$350.00 or Final Review Cost) date paid: _____ *receipt #* _____



100

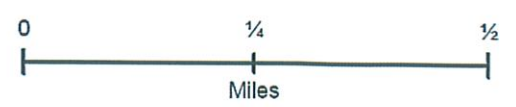
**PEPIN
CREEK
SUB-AREA**

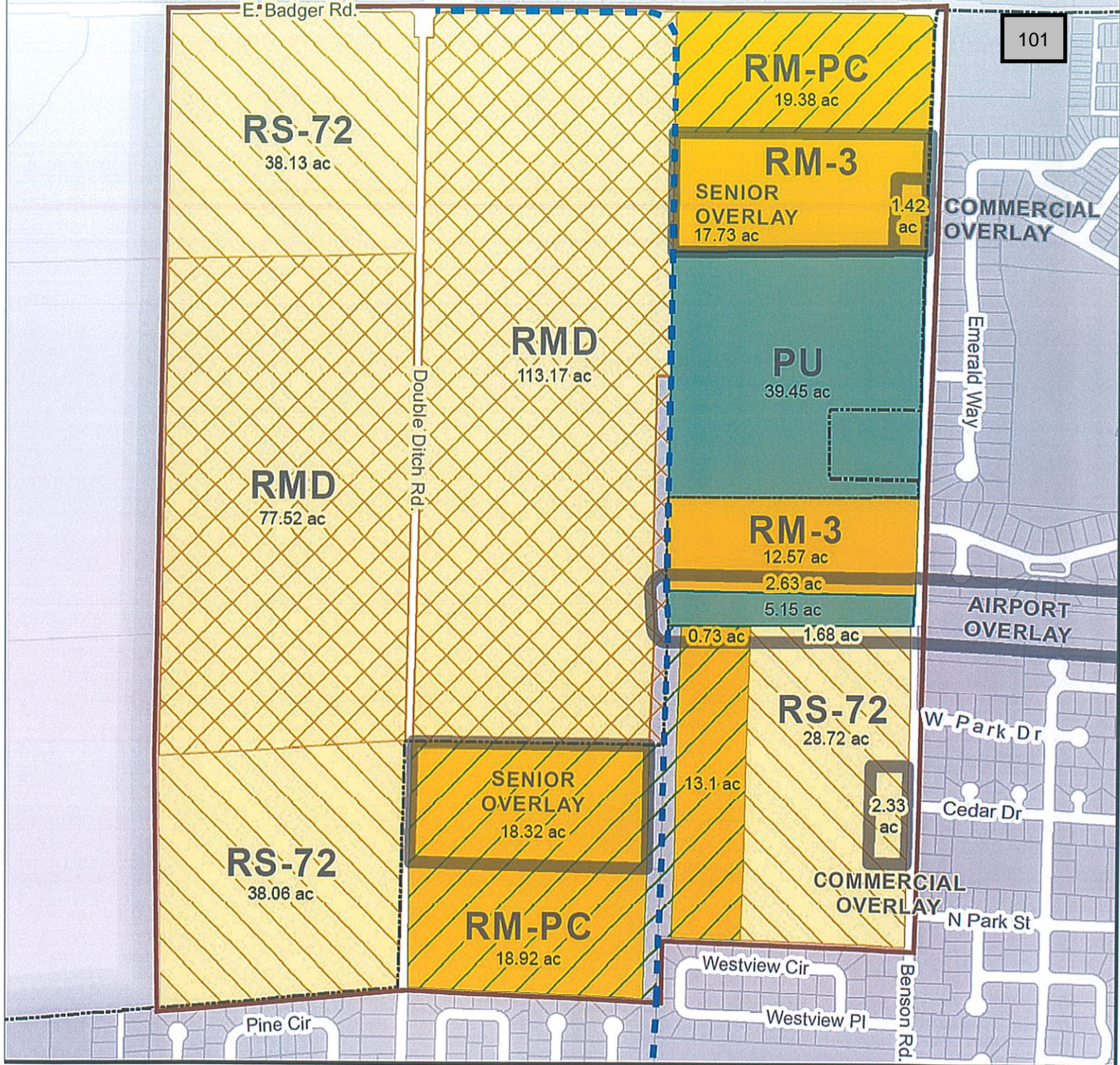
Future Land Use

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

Features

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







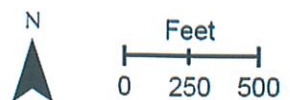


Future Zoning

	PU, Public Use	44.6 ac.
	Airport Overlay	5.15 ac.
	RS-72, Residential Single Family	108.91 ac.
	Commercial Overlay	2.33 ac.
	Airport Overlay	1.68 ac.
	RMD, Residential Mixed Density	190.69 ac.
	RM-3, Residential Multi-Family 3	34.35 ac.
	Senior Overlay	17.73 ac.
	Commercial Overlay	1.42 ac.
	Airport Overlay	2.63 ac.
	RM-PC, Residential Multi-Family - Pepin Creek	70.46 ac.
	Senior Overlay	18.32 ac.
	Airport Overlay	0.73 ac.

Features

-  Proposed Pepin Creek Alignment
-  Pepin Creek Sub Area
-  Overlays
-  City Limits





PLANNING COMMISSION MEETING MINUTES

7:30 PM November 21, 2019
City Hall Annex

1. CALL TO ORDER

2. ROLL CALL

Present: Tim Faber, Diane Veltkamp, Gerald Veltkamp, Bryan Korthuis, Blair Scott, Lynn Templeton. Brett Kok absent with notice.

Absent with notice:

Staff Present: Martin, City Administrator, Gudde, Planning Director, Timmer, City Planner and Samec, City Planner.

3. APPROVAL OF MINUTES

A. October 24, 2019

Templeton motioned to approve the **October 24, 2019, Planning Commission Minutes as submitted. Seconded by Scott and the motion passed 5-0.**

4. PUBLIC HEARINGS

A. Pepin Creek Sub-Area Plan

Veltkamp opened the public hearing.

Planning Director Gudde gives a presentation to provide background information and get up to speed with progress that has occurred since the Planning Commission reviewed the draft plan in late 2018. These include revising and adopting zoning categories, slight adjustment of the zoning plan and a revised circulation plan. These are reflected in the Subarea Plan Draft.

Tonight, Staff is seeking a Planning Commission recommendation on the plan. A second public hearing will be held with the City Council with the Commission's recommendations.

Mike Martin expresses gratitude for the many hours spent by planning commission, public and staff to get the plan to this point. The City expects growth to occur at around the same rate (~100 units/year) with this growth in Pepin Creek to happen rationally over the next couple decades.

Public Hearing:

Khris Kantu: 942 Hemlock Loop: Concern over large scale multi-family close to their property. Gudde describes the requirement in RM-PC to have a 100 ft transition area between existing single-family development.

Jake Jarvis: Westview Circle: Ask why the City is pushing for rapid growth in the area, especially near their large single-family zone. Is concerned about the impact of the higher density residential development in Pepin Creek on existing property values.

Steven Kantu: 942 Hemlock Loop: Ask about the impact of raising the land north of them for roads and houses. Gudde responds that this is a ground water elevation question which requires appropriate separation between housing and groundwater.

James Squires: 855 Hemlock Court: Expresses some concern that the eventual increase traffic on Double Ditch will impact their development. They will hear the traffic. How is Double Ditch going to be improved? Gudde responds that improving the substandard road this requires the relocation of Pepin Creek. Double Ditch is considered an arterial.

What about water rights? Does the City have enough water to allow this residential growth? Mike Martin answers that the City is continually working to secure water rights and has made significant progress in doing so (COW water, acquiring water association rights, and discussion on storage). Right now the City has enough water and will continue to make investment in securing appropriate water for the future.

Bob Johnson, Lynden Parks and Rec Commission: The parks district, in a formal letter, asks that the Pepin Creek Parkway not bisect the park property and that the entire 40 acre property be park land.

Diane reads the letter and states her concern that the wishes of the previous owner are not being met with this design.

Mike Martin understands the concern but also says that the mayor, and council are keenly aware of the wishes of the previous property owner and are interested in the best course of action for this property.

Henry Bierlink, Hemlock Loop and Ag Representative: Both lives in the neighborhood and is also a representative of the Ag community. First expressed gratitude in the high level of deliberation and transparency that has occurred in this process. As an Ag representative, understands that growth in Lynden means less farmland in the County. While this growth should be focused in those UGAs such as here, it also means that over time additional growth will then threaten more farmland. As such the City needs to increase density even more than this plan allows to ease the pressure on farmland conversion.

Also ask that the City continue to partner with the Ag boards in order to meet both needs.

Water supply and drainage. The City is the plug at the bottom of the drain for farmland water.

Mike Martin talked about the culvert improvements that will occur at Badger Rd in 2023. This may compound the City concerns about water movement in the ditch. This project is even important in light of that.

Corwyn McKay, 1813 Emerald Way: Public access to that the Park property, including multi-modal pathway on west side of new creek location, is going to be important as this moves forward. The proposed parkway, while safety issues should be paramount, does provide great public access for people across the City. Especially if it is connected to broader trail connections.

Planning Commission Discussion:

Tim Faber: This draft removes the senior overlay from the RMPC zoning. Can the senior overlay ideals be accommodated in the RMPC?

Gudde answers that the changes to the zoning standards for RMPC would allow that type of development without needing to activate the Overlay. In analyzing those changes, it became apparent that the overlay is likely not necessary. One adjustment that may be required in order to allow assisted living type of developments, would be changing the RMPC outright permit Assisted Living Use in that zone.

Blair Scott: Any thoughts about alternative locations for Pepin Parkway if it doesn't go through the City property as shown?

Gudde answers that there may be options for connecting more directly to Benson but those need to be reviewed carefully as they may then require additional improvement demands on Benson which is a difficult street to improve because of the exiting ditch. Cost savings as well the City already owns that property (won't need to acquire the ROW required).

Diane Veltkamp: Knew Herm Huesinkveld and concern that his wishes are not being met by plans for developing housing on the property or putting an arterial road through it. Not the best idea to put a major arterial through a high pedestrian area. What are the other alternatives?

Mike Martin: Was involved with the transaction with Herm, the Council has expressed desire to add to and improve the City's Parks system. City leaders are very supportive of the park idea and would want to do it in the best way possible, not damage the park property. Demonstrated commitment to the park property and how it is used.

Blair Scott: Ask about the runway buffer, Can that be used to the new roadway?

Gudde: The safety buffer for the airport runway should not be used as a road location.

Bryan Korthuis: Asked about use of the park property for things other than park. Stormwater, quasi-public, higher density. Is the E-W roadway even necessary?

Gudde: With the relocation project, should be phased the City cannot pay for the full relocation up front.

Martin: Expensive development here, need to phase.

D. Veltkamp: Has there been serious considerations of flip flopping this land out of the UGA?

Martin: Land west of the Guide is allotted for industrial/commercial.

Faber: Echos concerns about having the Parkway bisect the park land. Benson road will need to be upgraded. Can the Parkway go straight to Benson rather than cut north through the Park? Perhaps the cost savings for that (shortening the length of Pepin Parkway) might be used to rather make Benson Rd improvements?

G Veltkamp: Also concern about the Parkway bisecting the park. But also think access to the park would be better without having to come directly off of Benson.

Lynn Templeton: A school shouldn't take up all the greenspace in the park property. Sees this as a plan required by the State. But really wonders: How viable is this? Will this actually happen. He is skeptical that it will. Is also concerned that the cost of development here will only compound our affordability issues.

Scott: Expressed concern that this may not be the right direction for the City.

Mike Martin: Expressed a belief in the importance of considering all these issues and to recognize that this plan is subject to change and adjustment as time goes on. But, the Council should see this and would ask that the Planning Commission make a recommendation and then move it on.

Korthuis: Being in the construction industry, yes, this is not easy development land but he has seen development occur around the County in much more difficult conditions. He also recognizes the reality of housing pressure in the area and thinks that, Yes, it will happen. So it is good to have the thought and deliberation that this plan has entailed but then we should move it on. He expects to see a lot of creativity by the development industry as it occurs. In this, he is supportive of the plan.

G Veltkamp: This project is for the benefit of the whole city. Yes, the plan is specific to this area but the results will have impacts on the entire City. There is a cost to not doing this. Affordability is tied to what happens or doesn't happen here. As a City wide benefit, perhaps there are ways that the whole City can participate in the cost of this project. It should be considered.

Faber motioned to recommend, to City Council, the approval of the Pepin Creek Sub-Area Plan with the following conditions:

- 1) An alternate location and layout for Pepin Parkway should be considered to minimize negative impacts to the Benson Park property and to allocate those savings for needed Benson Rd improvements.**
- 2) As the project benefits the City as a whole, the Council should consider funding options that might involve the entire City.**
- 3) With the high cost of development in this location, there is concern that the cost of housing here will only compound the affordability crisis. Housing affordability issues need to continue to be discussed.**

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

B. CPA #19-01, Futures Land Use Map

Veltkamp opened the public hearing.

The proposed amendment to the Comprehensive Plan is meant to rearrange the Future Land Use designations in the Pepin Creek Subarea to correspond with revisions to the plan that have occurred since late 2018. It proposes a rearrangement of the

Faber pointed out that the zoning map included in the application shows the Senior Overlay. Timmer stated that map is for reference to show how the Future Land Use designation lines up with the underlying zoning. The zoning map in the application was an older map that didn't have the Senior Overlay designation removed. That mistake does not impact the Future Land Use designation proposal.

Faber motioned to recommend, to City Council, the approval of the Future Land Use Map. Seconded by Scott, and the motion passed 5-0.

5. COMMISSIONERS CORNER

The Commission asked about the City Council overturning the recent Bouma rezone application.

The December 12th meeting has been cancelled. The next meeting will be held on January 9, 2019.

6. ADJOURNMENT

Motion to adjourn by Templeton / Second by G. Veltkamp. Meeting adjourned at 10:05 pm

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 2, 2019	
Name of Agenda Item:	Interlocal Agreement – Implementation Guidelines for County Wayfinding Signs	
Section of Agenda:	New Business	
Department:	Planning	
Council Committee Review:	<input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
Legal Review:	<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	Interlocal Cooperation Agreement Amendment Between Whatcom County and the Cities of Whatcom County for the Purpose of Implementing a Countywide Regional Wayfinding and Gateway Program	
Summary Statement:	<p>The Bellingham Whatcom County Tourism Office has been working cooperatively with the jurisdictions of Whatcom County to develop a regional wayfinding sign program. The program includes coordinating roadway and pedestrian signs for locations throughout the County but includes unique identity icons and signs for Lynden and the other cities. The program is meant to provide continuity and guidance to visitors in support of tourism activities throughout the County and to raise a visitor's awareness to other destinations within the Lynden by directing visitors to downtown from Bender Fields, the Fairgrounds, or Homestead golf course.</p> <p>In anticipation of this agreement the Lodging Tax Advisory Committee voted to provide funding in the amount of \$22,000. This will be matched by Whatcom County for a total of \$44,000. No additional funding commitments are required at this time.</p> <p>The Council discussed this agreement at the December 2nd meeting in order to get clarification on a few administrative items. The Mayor has confirmed with the County Executive's office that administrative costs related to sign installation will be covered by the County. The maintenance plan associated with the sign program has not been created but will be done in cooperation with all of the participants. On-going fees associated with the maintenance group are not anticipated.</p> <p>It has also been confirmed that the City of Lynden is able to select a reduced sign menu from those created by the County's consultant. It is important to note that the attached agreement does not obligate the City of Lynden to install a specific number of signs.</p>	
Recommended Action:	Motion to authorize the Mayor's signature on the Interlocal Cooperation Agreement Amendment Between Whatcom County and the Cities of Whatcom County for the Purpose of Implementing a Countywide Regional Wayfinding and Gateway Program	

**Interlocal Cooperation Agreement
Between Whatcom County and the Cities of Whatcom County
For the Purpose of Implementing a Countywide Regional Wayfinding and Gateway Program**

This agreement is entered into between Whatcom County (“County”) and the Cities of Bellingham, Blaine, Ferndale, Lynden, Everson, and Sumas (“Cities”) for the purpose of implementing a countywide wayfinding and gateway feature placement program. This Agreement addresses cost sharing and the two phases of implementation of a Countywide Regional Wayfinding and Gateway Program.

WHEREAS, in 2015 Bellingham Whatcom County Tourism used County and City Lodging Tax Funds to contract with Roger Brooks International to perform an Opportunity Assessment of our region; and

WHEREAS, the Roger Brooks Assessment was presented to the County and Cities (together “Parties”) and provided a detailed study that identified several challenges and deficiencies in the County’s existing wayfinding system as well as several opportunities that could be capitalized for the greater benefit of the region; and

WHEREAS, in 2017 Bellingham Whatcom County Tourism contracted with a project management firm, MERJE, to identify methods for developing a countywide wayfinding program; and

WHEREAS, Bellingham Whatcom County Tourism worked with MERJE to solicit participation from each of the Cities and the County in developing a comprehensive program that includes sign design, sign placement, and sign content identifying primary and secondary travel routes in the region; and

WHEREAS, the Parties wish to support the project through the implementation phase; and

WHEREAS, the County and the Cities have all agreed to fund the project through their available funds as described in Exhibit B, Cost Sharing Plan, subject to council approval of future budget actions;

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

ARTICLE 1. PURPOSE AND SCOPE

The purpose of this Agreement is to establish a coordinated Regional Wayfinding and Gateway Program (“Program”), which is designed to establish a consistent identity throughout the region and provide visitors a seamless journey and experience, which will benefit each community, including Program implementation, budgeting, cost sharing and Program maintenance plan, as outlined herein. The Parties intend that any future task orders entered for said Program be accomplished under the umbrella of and in accordance with this Agreement.

ARTICLE 2. ADMINISTRATION

This Agreement shall be administered by Whatcom County, by and through the Whatcom County Executive or his or her designee. No separate legal or administrative entity is established under this Agreement.

ARTICLE 3. PROGRAM PHASES

The Parties agree to support and fulfil the Program implementation through a three-phase approach.

1. Phase 1: Implementation Planning and Budgeting. Program implementation planning and budgeting includes but is not limited to:

A. Washington State Department of Transportation (WSDOT) Signage review:

1. City of Bellingham shall initiate the required Washington State Department of Transportation (WSDOT) review and approval for signage on WSDOT right-of-ways.
2. When coordination between the other Parties is needed for the WSDOT review, all Parties will facilitate that review in an expedient manner. Whatcom County's Project Manager will coordinate responses, as appropriate.
3. City of Bellingham and Whatcom County agree to equally share in the cost of WSDOT review, in an amount not to exceed \$40,000 collectively.

B. Program Management:

1. Whatcom County will issue a Request for Qualifications (RFQ) to hire a Program Management firm or Program Manager. The County will contract with the Program Management Firm or Program Manager on behalf of the Parties, who will oversee the following, or similar tasks:
 - a. Work with MERJE to complete a bid-ready set of construction documents, including engineering review of the documents, provided by a Washington State licensed engineer. This may require hiring an engineering firm directly.
 - b. Develop an updated engineer's cost estimate of the bid-ready construction plans.
 - c. Develop a Management and Maintenance plan, utilizing the Management & Maintenance Wayfinding Tools, March 29, 2018 document as a framework as outlined in Exhibit A, Management and Maintenance Project Plan.
 - d. Other tasks as determined in consultation with the Parties.

C. Program Budget:

1. Whatcom County shall set up a separate County cost center for the purposes of tracking and auditing the revenue and expenditures for the Program.
2. All Parties shall engage their respective committees and council to secure the required funding commitment for the implementation of the Program prior to the end of 2019.
3. All Parties will pay their proportionate share, based upon Exhibit B, of the cost of the Program Management Services described in section 3.1.B, including all costs to complete engineering and a bid-ready set of construction documents and specifications.

2. Phase 2: Program Management, Design, Procurement and Installation.

A. Cost Sharing Agreement:

1. The Parties will provide Whatcom County with revenue to carry out the Program as outlined in Exhibit B, Cost-Sharing Plan, subject to subsection 3.2.C below, and as modified by task order entered pursuant to Article 4.
2. The respective cost-share of each Party for all management, design, procurement, and installation related to the Program shall be as outlined in Exhibit B, Cost-Sharing Plan, subject to subsection 3.2.C below. Parties will be billed for actual costs commensurate for their respective share as set forth in Exhibit B for the purposes specified in this Agreement, or as otherwise modified pursuant to subsection 3.2.C.
3. This Cost Sharing Plan may be amended based upon updated design, fabrication methods, implementation strategy, financing strategy, engineer's estimate, etc., pursuant to subsection 3.2.C and through execution of a task order per Article 4.
4. Each jurisdiction agrees to work with the Program Manager to finalize their respective jurisdiction's vehicular, parking, and/or pedestrian portion of the Program cost estimates of the Cost Sharing Agreement.

B. Program Management:

1. Whatcom County shall contract for the Program Management services for Phase 2 implementation.
2. Whatcom County's responsibility to contract for the Program Management services of Phase 2 implementation will include

procurement, bidding, contract management, installation oversight, approval process, project acceptance, and other activities related to Program management; except as otherwise directed pursuant to subsection 3.2.C and task order under Article 4.

C. Choices by Parties and Costs:

1. Approval Authority. Each of the Parties shall have the authority to approve or disapprove the design, materials, and implementation strategy and methods for any sign or other products developed under this Agreement for use within its jurisdiction. None of the Parties shall be required to share in the costs of design, procurement, or installation of signs or other products produced under this Agreement which they have not previously approved, including costs identified in Exhibit B. Said approval of a Party shall be entered by task order.
 2. Independent Bids. Each of the Parties shall have the right to procure, acquire, and install any agreed upon sign or product design through its own separate public bidding, purchasing, procurement, or installation process, at its own expense.
- 3. Phase 3: On-going Management, Maintenance, Replacement, and Decommissioning Plan.**
1. The Parties will prepare a long-term Management, Maintenance and Replacement and Decommissioning Plan ("Plan") that will incorporate findings and recommendations into a separate interlocal agreement or an amendment of this Agreement.
 2. The Parties will pay their fair share of all long-term management, maintenance, replacements, and decommissioning related to the Program, in the proportion established in Exhibit B, unless otherwise modified pursuant to subsection 3.2.C above. Parties will be billed for actual costs commensurate for their respective share, for the purposes specified in the Plan.
- 4. Property Ownership.** For any personal or real property ("Property") acquired pursuant to expenditures identified in Exhibit B of this Agreement; the ownership of such Property shall be determined by its locus. Property to be located within one of the Cities shall become the Property of that City. Property located in the County but outside any of the Cities shall become the Property of the County. Property with an indeterminate location, shall become the Property of the County.

ARTICLE 4. MANAGEMENT AND ADDITIONAL COMMITMENTS

During the term of this Agreement, individual Parties may make independent decisions on the subject of this Agreement, best suited to that individual community, which will result in an exceedance or reduction of the costs outlined in Exhibit B and may increase or reduce its individual cost allocation and pro rata share set forth in Exhibit B. Decisions by individual Parties resulting in cost allocations or pro rata shares at variance with Exhibit B, shall be accomplished by task order in accordance with this Article 4.

4.1 *Services, Materials, and Products Defined by Task Order.* Consistent with the achievement of a common objective to further the purpose of this Agreement, each Party may make independent decisions regarding services, materials, and products as described in subsection 3.2.C, which may increase or decrease its cost allocation and pro rata share otherwise due under Exhibit B. Any such independent decision shall be reflected by execution of a task order by the Party, which shall describe the variation in services, materials, and/or products resulting in a change to Exhibit B. Specification of services, materials, and/or products for each Party shall be delineated in sequentially numbered task orders.

4.2 *Agreement for Task Order and Funding.* Each task order shall be signed by the authorized signer for the Party providing the task order and shall be delivered to the County. Any task order which by its own terms requires the written agreement of one or more other Parties shall identify such Parties and be signed by the authorized signer for each of them. Funding for each task order, each Parties share of such funding or expense, and any limitations thereon, shall also be specified and agreed upon in each separate task order. The maximum budget for a task order shall not be exceeded without the mutual written agreement of the Parties to the task order by execution of an amended task order. In the event one Party unilaterally directs an outside consultant to expand the scope of work or increase the cost beyond what is authorized a task order entered in accordance with this Agreement, said Party providing such direction to the consultant shall be solely responsible for that portion of the cost in excess of the maximum budget agreed upon.

4.3 *Minimum Process Requirements.* The acquisition of any additional outside services or materials pursuant to this Agreement, shall comply with the minimum requirements applicable to the Parties under federal and state law, and local ordinances and policies, including without limitation requirements for requests for qualifications, requests for proposals, and for bidding.

4.4 *Ownership of Property Acquired.* For any Property acquired pursuant to a task order, the task order shall specify the Party which will own and be responsible for the Property. No Party shall obtain, accept, or acquire any real or personal property under this Agreement, in excess of what is authorized herein, without executing a task order or amendment of this Agreement specifying the manner of acquiring, holding and disposing of real and/or personal property.

ARTICLE 5. PAYMENT

5.1 *Invoice Transmittal.* Following receipt by any Party of an invoice from the County for services and/or materials authorized pursuant to Exhibit B or a task order, said Party shall transmit a copy of the invoice for such services and/or materials to the County along with payment. The Parties shall make a good faith effort to review invoices without delay and to indicate any disapproval of same in writing within one (1) week of their receipt. The Parties shall attempt to resolve payment disputes as quickly as possible.

5.2 *Failure to Pay.* In the event that a Party does not pay its share of an invoice for its obligations under Exhibit B or an agreed task order within thirty (30) days from the date of receipt, the County may provide the non-paying Party a notice of intent to suspend and/or direct the suspension of all or any portion of the work authorized by this Agreement on behalf of the non-paying Party. If no payment or authorization of payment is forthcoming from the non-paying Party within five (5) days of its receipt of a notice of intent to suspend work, the County may in its sole discretion suspend and/or direct the suspension of all or any portion of the work authorized by this Agreement on behalf of the non-paying Party. The County shall under no circumstances be required to pay the non-paying Party's share, but may do so in its sole discretion without prejudice to any future determination that the non-paying Party is liable for reimbursement of such payment under this Agreement.

ARTICLE 6. DURATION

This Agreement shall be effective upon signature of the Parties and shall remain in effect for five (5) years, unless otherwise earlier terminated pursuant to Article 5. The Parties may extend the term of this Agreement for two (2) additional five (5) year terms by mutual written agreement.

ARTICLE 7. TERMINATION AND WITHDRAWAL

7.1 *Required Notice.* This Agreement may be terminated by the County, or by any three other Parties at any time, with or without cause, by providing ninety (90) days prior written notice thereof to the other Parties.

7.2 *Costs and Fees.* Upon termination, each Party shall be responsible for its share of the fees and costs incurred up to the date of termination in accordance with the terms herein.

7.3 *One Party Withdrawal.* Except for the County, one or two Parties may not unilaterally terminate this Agreement, but any Party may withdraw from it by providing ninety (90) days prior written notice. Upon withdrawal, each withdrawing Party shall be responsible for its share of the fees and costs incurred up to the date of withdrawal in accordance with the terms herein.

7.4 *Disputes.* In the event the Parties cannot agree to resolution of any dispute relating to termination within sixty (60) days before or after of the termination date of this Agreement, then the dispute shall be processed in accordance with Section 8.2 herein before any litigation is initiated.

ARTICLE 8. ADMINISTRATIVE; OTHER PROVISIONS

8.1 *Notice.* All Parties agree to coordinate with the implementation and maintenance of the Program by identifying the appropriate representative in their respective Administration and Public Works Departments and will submit contact information to the Whatcom County Administrative Services Coordinator within 30 days of execution of this Agreement. The County shall then distribute said contact information to the Cities. Notice shall be deemed received by a Party if and when it is either hand delivered, faxed, mailed, or emailed to such address as is provided by such Party. Facsimile or email transmission or retransmission of any signed original document shall be the same as delivery of an original document.

8.2 *Dispute Resolution.* Any dispute arising out of the terms and conditions of this Agreement shall first be subject to the following mediation process. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this section 8.2 “promptly” shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, then the dispute shall be mediated. Any Party may provide written notice to the others that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, any Party may request appointment of a mediator by the Whatcom County Superior Court. The Parties shall cooperate to assure that mediation occurs in a timely manner and shall supply all materials provided to the mediator to the other Parties at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of any Party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each party shall be preserved.

8.3 *Parties Are Separate Entities.* The Parties are separate and independent public entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, or representative of a Party to this Agreement shall be deemed to be an agent, employee, or representative of any other Party for any purpose.

8.4 *Mutual Release.* To the extent permitted by law, each Party hereby releases every other Party, its successors and assigns, council members, officers, employees, agents, and representatives from any and all claims, losses, injuries, harm, liabilities, damages, costs, charges and expenses including all reasonable and necessary attorney’s fees incurred in connection with performance under this Agreement.

8.5 *Mutual Indemnification.* Each Party shall indemnify, defend, and hold harmless each and every other Party, its officers, agents and employees from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from acts or omissions of said Party, its agents or employees in connection with performance under this Agreement.

8.6 *Nonwaiver of Breach.* Failure of any 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.

8.7 Severability. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.8 Governing Law. The laws of the State of Washington shall govern any disputes arising under this Agreement.

8.9 Venue. Subject to section 8.2 herein, any disputes shall be adjudicated in the Superior Court for Whatcom County, Washington, unless otherwise agreed.

8.10 Section Headings. Section headings or captions are for reference only and shall not affect the construction or interpretation of this Agreement.

8.11 Applicability. This Agreement shall not supersede any existing agreements, interlocal agreements and amendments to interlocal agreements in effect between any of the Parties as of the date of this Agreement.

8.12 Entire Agreement – Modifications Must Be In Writing. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. This Agreement may be modified in writing only, upon mutual agreement of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2019.

**Accepted for the
CITY OF BELLINGHAM**

Mayor

Attest:

Approved as to Form:

City Finance Director

Office of the City Attorney

State of Washington)
) ss.
County of Whatcom)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the Mayor of the CITY OF BELLINGHAM, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the state of
Washington residing at Bellingham.
My appointment expires _____.

Accepted for City of Blaine

Mayor of Blaine

Attested by: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Bonnie Onyon, to me known to be the Mayor of Blaine and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Accepted for City of Ferndale

Mayor of Ferndale

Attested by: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared John Mutchler, to me known to be the Mayor of Ferndale and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Accepted for City of Lynden

Mayor of Lynden

Attested by: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Scott Korthius, to me known to be the Mayor of Lynden and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Accepted for City of Everson

Mayor of Everson

Attested by: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared John Perry, to me known to be the Mayor of Everson and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Accepted for City of Sumas

Mayor of Sumas

Attested by: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Kyle Christensen, to me known to be the Mayor of Sumas and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

WHATCOM COUNTY:
Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

MANAGEMENT & MAINTENANCE



Sign Longevity	0-4 Years	5-9 years	10-16+ years
Design and Planning	Design: General Evaluation of positive and negative aspects of the system. Planning: City in-house maintenance based on new request and circulation/destination updates.	Design: General Evaluation of positive and negative aspects of the system. Planning: Contract with a consultant to analyze major changes to the City and necessary system adjustments. 1 or 2 updates possible during this time period.	If the system has not been analyzed since implementation, a major updating is likely to be needed. Outside consultants will be required to review and inventory the system, as well as make suggested changes based on new circulation, destinations, etc.
Vandalism	Annual cleaning/repair. Stickers and graffiti are most common. Cleaning solvents and Go-Gone are typical products utilized.	Parts replacements and full sign replacement as needed. Cleaning solvents and Go-Gone are typical products utilized.	Parts replacements: full sign replacement as needed. Cleaning solvents and Go-Gone are typical products utilized.
Cleaning Schedule	Annual Cleaning	Annual Cleaning	Annual Cleaning
Management / Administration	Weekly coordination transitioning to quarterly coordination between City and fabricator during year 1 and 2. Day-to-day monitoring of the system, based on the City's observations, safety issues and citizens reports.	Annual coordination between City and fabricator. Day-to-day monitoring of the system, based on the City's observations, safety issues and citizens reports.	Annual coordination between City and fabricator. Day-to-day monitoring of the system, based on the City's observations, safety issues and citizens reports.
Breakaway Product: Transgo	Maintenance Free - Covered under Warranty for 3 years.	Maintenance Free - consider general review as part of yearly inspection process.	Maintenance Free - consider general review as part of yearly inspection process.
Reflectivity Life Span: 3M High Intensity Diamond Grade	Covered under warranty for 5-8 years Covered under warranty for 3 years.	Covered under warranty for 5-8 years. Reflectivity may be effective beyond the warranty period. Individual signs may require shealing to be replaced during this time period.	Reflectivity becomes less effective. If not previously replaced. 10 - 15 years is the maximum lifespan.

Sign Longevity	0-4 Years	5-9 years	10-15+ years
Custom Color Life Span: 3M High Intensity Diamond Grade	Color generally maintained beyond warranty period, depends on direction sign panel is facing.	Fading may begin depending on the direction sign panel is facing. Individual signs may require shealing to be replaced during this time period.	Fading occurs, if not previously replaced. 10 - 15 years is the maximum lifespan.
General Materials: Aluminum Sign Panels & Posts	Specifications require 5 year fabricator warranty for workmanship. General wear-and-tear maintenance required.	General wear-and-tear maintenance required.	General wear-and-tear maintenance required.
Painted Surfaces	Covered under manufacturers warranty. General maintenance and touch-up will be required.	Warranty expires. Typically color holds up beyond warranty period. Fading may begin depending on the direction sign panel is facing. Individual signs may require individual parts to be replaced during this time period.	Fading occurs - based on direction sign panel is facing - 10 - 15 years is the maximum lifespan to expect.
Sign Panels / Fasteners	Specifications require 5 year fabricator warranty for workmanship. General repairs and replacement due to auto incidents or vandalism. Inspect welds and fasteners for connection integrity.	Quantity of repairs increases, if not maintained previously, inspect welds and fasteners for connection integrity.	Consider full inventory of system and repairs based on consistency of maintenance and up-keep over the years.
Brackets/ Fins / Details	Specifications require 5 year fabricator warranty. General repairs and replacement of parts due to auto incidents or vandalism. Inspect welds and fasteners for connection integrity.	Quantity of repairs increases, if not maintained previously, inspect welds and fasteners for connection integrity.	Consider full inventory of system and repairs based on consistency of maintenance and up-keep over the years.
Concrete Footers	Maintenance free. Inspect structural integrity - similar to any construction project.	Maintenance free. Inspect structural integrity - similar to any construction project.	Maintenance free. Inspect structural integrity - similar to any construction project.

MANAGEMENT & MAINTENANCE

After approval of a sign design, a yet to be determined authority or individual jurisdictions will seek approval for sign routes, final sign locations, and an ongoing maintenance and management plan. With the approval of these standards the yet to be determined authority or individual jurisdictions will have approval for the full installation of signs.

ANNUAL BUDGETS:

Generally 10% - 15% of the total phasing cost should be established for annual maintenance of the system.

Initial "attic stock" of parts should be included in the base bid of each phase of the project.

By purchasing materials and parts in a large quantity a yet to be determined authority or individual jurisdictions will reduce its overall costs. Attic stock can include poles (painted), sign panels (painted/no lettering), brackets finished and painted, and other parts.

MANAGEMENT

The establishment of a governing body that oversees the funding, maintenance and expansion. A project manager must be assigned the responsibility of the day to day management of the system.

MAINTENANCE FUNDING AND CONTRACTS

Maintenance should be a shared responsibility between a yet to be determined authority or individual jurisdictions and the programs Stakeholders.

Average annual maintenance budget is 10% - 15% of the total project construction cost.

DAY-TO-DAY MAINTENANCE PROCESS FOR REPAIR OR REPLACEMENT OF EXISTING SIGNS



County Public Works & Staff Monitor Sign Program
 County: Quality Control
 Contract: Fabrication and Installation

LONG TERM MAINTENANCE PROCESS FOR ADDITION, SUBTRACTION or ALTERATIONS TO THE SYSTEM (annual)



Depending on the quantity of signs or complexity of the new routing a consultant may be required to assist with planning or possibly designing new elements

DESTINATION Identifies Need
 DESTINATION Submits Online Request Form to WAYFINDING MANAGER
 Based on program criteria Planning Dept. and Steering Committee Reviews Request
 WAYFINDING MANAGER: Quality Control
 County: Approves Funding
 County Places Order with Approved Vendor
 County: Quality Control
 Contract: Fabricator/ Installation

Exhibit B

WAYFIND FUNDING STRATEGY										
	County	Bellingham	Blaine	Everson	Ferndale	Lynden	Sumas	Lummi Nation	Project Total	
Gateways - County	196,000								196,000	
Gateways - City		92,600	3,900	25,100	21,400	24,800	36,000	19,300	223,100	
Gateways - Port Airport	27,000								27,000	
Regional Wayfinding - Mountain	76,400								76,400	
Regional Wayfinding - Birch Bay	159,500								159,500	
Regional Wayfinding - Lummi Island	29,850								29,850	
Regional Wayfinding - Pt. Roberts	44,350								44,350	
Vehicular Directional Implementation Costs	39,675	685,550	154,600	20,450	125,500	236,750	29,850	35,100	1,287,800	
Vehicular Total	572,775	817,825	198,175	85,225	186,575	301,225	105,525	94,075	2,361,400	*
Economic Development (ED) Fund	-	408,913	99,088	80,964	93,288	150,613	100,249		933,113	
Port of Bellingham's Share (50% of their share)	27,000	59,000							86,000	
WWU's Share		20,000							20,000	
LTAC or Municipal Funding	545,775	329,913	99,088	4,261	93,288	150,613	5,276	94,075	1,322,288	
Parking and Pedestrian - Port Share (3 Waterfront/Ferry)		24,600							24,600	
Parking and Pedestrian - City LTAC or Other		173,000	41,400	9,500	19,000	45,800			288,700	
Municipal Cost for Full Implementation		502,913	140,488	13,761	112,288	196,413	5,276	94,075	1,610,988	
Total Program Cost (No Freeway)									2,674,700	

* There should be an opportunity for savings in this line item if implemented all at once.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 16, 2019	
Name of Agenda Item:	Confirm Police Chief appointment	
Section of Agenda:	New business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: Public Meeting
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
Steve Taylor Resume		
Summary Statement:		
<p>Council is aware that the City has undertaken and completed a recruitment process to identify a permanent police chief. Twelve individuals applied for the position. Mayor Scott Korthuis selected Steve Taylor as the successful candidate. The selection process included a series of interviews, written testing and a community meeting.</p> <p>If the City Council confirms his appointment, Chief Taylor will join our Police Department January 16th.</p>		
Recommended Action:		
Confirm Mayor Korthuis' appointment of Steve Taylor as Lynden's new Police Chief.		

STEVE TAYLOR

2305 LORRAINE CIRCLE, SEARCY, ARKANSAS 72143 | H: 501-593-1468 | E: staylorlawfirm@gmail.com

Summary

Licensed attorney and veteran police officer with over 28 years of experience in all aspects of police work, including supervision and administration.

Skills

- Licensed attorney.
- Certified Law Enforcement Instructor.
- 28 years experience in all aspects of law enforcement.

Experience

ASSISTANT POLICE CHIEF | 06/2015 to Current

SEARCY POLICE DEPARTMENT - SEARCY, AR

- Supervise a staff of 50 sworn police officers and 17 civilian support staff.
- Assist Police Chief with budget preparation and administration.
- Handle employee disciplinary matters and other human resource issues.
- Administer Federal grants for two specialized units within the police department.
- Conduct in-house legal affairs training for staff.

CAPTAIN | 02/2014 to 06/2015

SEARCY POLICE DEPARTMENT - SEARCY, AR

- Supervision of both Criminal Investigation and Narcotics Unit.
- Monitor progress of ongoing investigations.
- Liaison between police department and prosecuting attorney's office.

LIEUTENANT | 02/2013 to 02/2014

SEARCY POLICE DEPARTMENT - SEARCY, AR

- Supervised the Criminal Investigation Unit.
- Assigned cases for investigation by detectives.
- Reviewed case files and investigator notes prior to submission to prosecuting attorney.
- Monitored progress of investigations to ensure thorough and timely completion.
- Conducted investigations at direction of Chief of Police.
- Performed background investigations on prospective employees.

POLICE OFFICER | 02/2006 to 02/2013

SEARCY POLICE DEPARTMENT - SEARCY, AR

- Investigate criminal complaints of all types.
- Interview and interrogation of witnesses and suspects.
- Preservation and collection of evidence at crime scenes.
- Preparation of search warrants, affidavits, and other documents for prosecution of cases.
- Courtroom testimony.

POLICE OFFICER | 10/2004 to 02/2006

SEARCY POLICE DEPARTMENT - SEARCY, AR

- General duty police work.
- Assigned to uniform patrol.

Education and Training

UNIVERSITY OF ARKANSAS - LITTLE ROCK, AR

Juris Doctor/ Law, Jun 2015

- Licensed Attorney (Arkansas)
- Completed training in the School of Law Enforcement Supervision as well as Arkansas Leader Program both offered through the Arkansas Criminal Justice Institute.

UNIVERSITY OF ARKANSAS - LITTLE ROCK, AR | Bachelor of Arts

Criminal Justice, May 2011

Activities and Honors

2007 Searcy Police Officer of the Year

Vice President of White County Bar Association

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 16, 2019	
Name of Agenda Item:	Agreement for legal services with Carmichael Clark P.S.	
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:	Carmichael Clark Legal Services Contract 2020-2022	
Summary Statement:	<p>The City of Lynden has contracted for legal services with the firm Carmichael Clark P.S. for many years. The most recent two-year contract expired in October. The attached agreement is its successor.</p> <p>There are virtually no changes in content or format of between the expired contract and the one you are considering except for Exhibit B, the hourly rate schedule on page six. You will see a comparison of the expired contract to the proposed fees for the next two years. Staff believes these rates are reasonable and recommends approving the contract.</p>	
Recommended Action:	That you approve the contract for legal services with Carmichael Clark P.S. and direct the Mayor to sign it.	

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between the City of Lynden (“City”), a municipal corporation incorporated under the laws of the State of Washington, and Carmichael Clark, P.S. (“CC”), a professional service corporation incorporated under the laws of the State of Washington.

WHEREAS, the City has a regular and ongoing need for a variety of legal services as described herein; and

WHEREAS, CC provides the kind and nature of legal services as the City needs on a regular basis; and

WHEREAS, the parties believe that a contractual relationship for said legal services will be mutually beneficial;

NOW, THEREFORE, BE IT AGREED as followed:

1. **Scope of Work.** CC shall provide legal services to the City as described in Exhibit A to this Agreement.
2. **Designation of City Attorney.** Robert Carmichael, a shareholder of CC, is hereby designated as the City Attorney. As City Attorney, Mr. Carmichael shall be responsible for providing and/or overseeing the provision of legal services described in Exhibit A. Mr. Carmichael shall be consulted prior to any decision by the City to retain or use legal counsel other than CC; provided that, the City shall retain full and final authority to retain and select additional legal services from attorneys or law firms other than CC when the City determines it is in its best interest to do so.
3. **Payment.** Upon entry of this Agreement, CC shall provide legal services to the City based on the date ranges and hourly rates set forth in Exhibit B.
4. **Duration.** Unless otherwise terminated as set forth in Section 5, this Agreement shall remain in effect for a term of two (2) years. If the City continues to utilize CC for legal services after the term of this Agreement expires, the provision of said services shall be governed by the terms of this Agreement until such time as the relationship is terminated or until a new Agreement is entered.

Termination. (A) With cause. This Agreement may be terminated at any time for “just cause,” by either party by providing written notice of said termination to the other party at least ten (10) days prior to the effective date of termination. **(B) Without cause.** This Agreement may be terminated at any time by either party without cause by providing written notice of said termination to the other party at least ninety (90) days prior to the effective date of termination.

5. **Billing.** CC shall submit monthly invoices to the City for actual time spent in furtherance of providing the services described in Exhibit A since the date of the last billing. Time spent will be accounted for in increments of 1/10th of an hour. If the City objects to any portion of the invoice, it shall so notify CC within fifteen (15) days from the date of receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. The City shall pay an additional charge of one percent (1%) of the amount of the invoice per month for any payment received by CC more than sixty (60) days from receipt of the invoice; except that, the City shall not be obligated to pay any such additional charge on billings or portions of billings that are being disputed or that are not agreed upon by both parties.
6. **Out-of-pocket expenses.** Costs and expenses associated with in-house photocopies, faxes, local telephone charges, or in-county mileage charges, will be absorbed within the hourly rate and will not be billed to the City. However, other out-of-pocket expenses reasonably incurred in the course of providing legal services hereunder shall be charged to the City and will be itemized on monthly invoices, including without limitation: messenger services, overnight delivery charges, outside photocopying and printing costs, filing fees, deposition and transcript costs, witness fees, charges made by experts and consultants, long distance telephone charges, out-of-county mileage charges, and other like expenses. In all instances, CC shall notify the City prior to incurring any expected significant out-of-pocket expenses.
7. **Relationship of the parties.** The parties intend that an independent contractual relationship will be created by this Agreement. No shareholder, agent, employee, servant or representative of CC shall be deemed to be an employee or servant of the City.
8. **Assignment/subcontracting.** CC shall not assign or subcontract any portion of the work described in Exhibit A without the prior written consent of the City. A change in the firm name only shall not be considered an assignment or affect this Agreement.
9. **Malpractice Insurance.** CC shall furnish to the City and file with the City Clerk and at all times during the existence of this Agreement, maintain in full force and effect, at its own cost and expense, a professional malpractice insurance policy, with a minimum liability of \$1,000,000 per occurrence/ \$2,000,000 aggregate. Failure to maintain coverage with the limits provided herein shall be a material breach of this Agreement and cause for termination at any time. A policy naming the individual CC members, among others named in the policy, shall be considered in compliance with this provision. A Certificate of Insurance containing the aforementioned minimum limits shall be provided to the City prior to the signing of this Agreement. Written notice of cancellation or reduction in coverage shall be delivered to the City thirty (30) days in advance of the effective date thereof. Any company from which said professional malpractice insurance policy is obtained shall be approved by the state insurance commissioner pursuant to Title 48

RCW, and shall have at least an A or an A+ Best Rating.

- 10. **Professional Responsibility.** CC represents that the services provided hereunder shall be performed in a manner consistent with that level of care and skill ordinarily exercised by attorneys in similar endeavors under similar circumstances. No other representations to the City, express or implied, and no warranty or guarantee is included or intended in this Agreement.
- 11. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington.
- 12. **Complete Agreement.** This Agreement constitutes the entire agreement between the City and CC. This Agreement may be modified in writing only, upon mutual agreement of the parties.

CITY OF LYNDEN

CARMICHAEL CLARK, PS

Scott Korthius, Mayor

Robert Carmichael, Shareholder

State of Washington)
) §
County of Whatcom)

I certify that I know or have satisfactory evidence that SCOTT KORTHIUS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Lynden to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Print Name: _____
Notary Public in and for the state of Washington.
My appointment expires: _____

State of Washington)
) §
County of Whatcom)

I certify that I know or have satisfactory evidence that ROBERT CARMICHAEL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an authorized Shareholder of Carmichael Clark, P.S. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Print Name: _____
Notary Public in and for the state of Washington.
My appointment expires: _____

EXHIBIT A

SCOPE OF LEGAL SERVICES

Subject to the proviso in Section 2 of the Agreement, CC shall provide the City with all services necessary to meet its needs for legal counsel and representation. Said services shall include without limitation, providing legal advice to the City Council, Mayor, City Administrator, Planning Commission, and other City officers and employees, representing the City in civil and administrative litigation, representing the City in negotiations with outside entities, reviewing and drafting contracts and ordinances as requested, and prosecution of criminal and traffic offenses.

Robert Carmichael shall act as City Attorney and shall perform the functions and duties generally associated with the position of City Attorney for the City. It is understood that Mr. Carmichael's designation as City Attorney is a material part of this Agreement and that this designation includes ultimate responsibility for carrying out the functions of the City Attorney. Mr. Carmichael will also have primary responsibility for personal attendance at all regular City Council meetings and those special City Council meetings, Planning Commission meetings and other meetings of City officers and employees as requested, but may delegate responsibility for specific tasks, or attendance at specific meetings as appropriate, to other attorneys at CC.

The parties anticipate that other attorneys at CC will also provide legal services to the City, in lieu of or in addition to Mr. Carmichael. CC will seek to provide the City with timely access to CC attorneys with expertise suited to the particular legal matter at hand. For example, the parties anticipate that CC will assign responsibility for the City's municipal criminal and traffic prosecution to Greg Greenan or similarly qualified attorney. Similarly, the parties anticipate that Catherine Moore will be available in addition to Mr. Carmichael on civil municipal issues. In the event that the necessary legal expertise is not available at CC for a particular matter, CC shall so advise the City and shall assist the City in locating outside legal counsel. Under all circumstances, the City shall retain full and final decision-making authority in selecting and retaining outside legal counsel.

EXHIBIT B

HOURLY RATE SCHEDULE - LYNDEN

COMMENCING JANUARY 16, 2020

	<u>Time Frame / Rate</u>		
	Current	Jan. 16, 2020 – Jan. 15, 2021	Jan. 16, 2021 - Contract End Date
For partner attorneys work on civil matters:			
Bob Carmichael			
Bryan Page	\$185.00	\$190.00	\$195.00
Greg Greenan			
Bob Carmichael (or other attorney) <i>(For regular City Council meetings only)</i>	\$160.00	\$160.00	\$165.00
For municipal court prosecution:			
Greg Greenan	\$145.00	\$150.00	\$155.00
Others			
For associate attorney work on civil matters:			
Catherine Moore, Lisa Keeler, Colin Morrow and other associates	\$170.00	\$175.00	\$180.00
For paralegal work:	\$80.00	\$85.00	\$85.00

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 16, 2019	
Name of Agenda Item:	Interlocal Agreement with Whatcom Conservation District	
Section of Agenda:	New Business	
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:		
Interlocal Agreement		
Summary Statement:		
<p>The City would like to again enter into an Interlocal Agreement with the Whatcom Conservation District (WCD) for a Stormwater and Water Conservation Community Education and Outreach Program for 2020. The scope of this contract helps fulfill certain City requirements under its NPDES Phase II Stormwater Permit. The Water Conservation efforts support requirements from the State Department of Health for Water Use Efficiency. Staff has been very pleased with the deliverables over the past four years. This year's scope of work includes collaboration with the Northwest Washington Fair for stormwater improvements design through a Department of Ecology grant that the City will administer. The WCD will assist with design and project management and their efforts will provide the required grant match.</p> <p>Additionally, through this agreement, the City participates in the Nooksack Basin Water Quality studies that investigate fecal coliform testing to identify sources of contamination. This aids the Portage Bay Shellfish District.</p> <p>The term of this agreement is January 1, 2020 through December 31, 2020. The Whatcom Conservation District Board approved this at their November meeting.</p>		
Recommended Action:		
That City Council approve the Interlocal Agreement with the Whatcom Conservation District and authorize the Mayor's signature on the agreement.		

INTERLOCAL AGREEMENT

CITY OF LYNDEN - WHATCOM CONSERVATION DISTRICT

Stormwater and Water Conservation Community Education and Outreach Program

This Agreement is made and entered into by the City of Lynden, a Washington municipal corporation, hereinafter referred to as the “City”, and the Whatcom Conservation District, a Washington governmental subdivision, hereinafter referred to as the “WCD”, collectively referred to as “Parties”, to establish an arrangement pursuant to RCW Chapter 39.34 wherein the City will provide funding to the WCD to provide community education and outreach programs for stormwater pollution prevention to the mutual advantage of each jurisdiction.

WHEREAS, Whatcom County and WCD are currently working together on a Pollution Identification and Correction (PIC) program as high priority focus under the Portage Bay Shellfish Recovery Plan; and

WHEREAS, a PIC program is a data-driven program guiding pollution tracking activities to areas with the greatest water quality problems to improve and protect water quality; and

WHEREAS, the Fishtrap Creek Watershed has been identified as a contributing source of bacteria within the Portage Bay Shellfish Protection District; and

WHEREAS, the City operates a Municipal Separate Storm Sewer System (MS4) under an NPDES Phase II Stormwater Permit issued by the Washington State Department of Ecology, which includes fecal coliform monitoring to address Total Maximum Daily Load (TMDL) limits on the Nooksack River; and

WHEREAS, the City’s MS4 discharges stormwater into Fishtrap Creek, which discharges into the Nooksack River, and fecal coliform counts taken by Whatcom County at various locations on Fishtrap Creek within the City limits exceed Washington Department of Health (DOH) shellfish standards; and

WHEREAS, the sampling methodology and the public information materials that have been developed under the existing Whatcom County and WCD partnership could be easily extended and adapted to serve the needs of the City; and

WHEREAS, the most efficient use of resources is to have the WCD expand its outreach and education programs consistent with the specific needs of the City to help improve and protect water quality in Fishtrap Creek and the Nooksack River; which are part of the Portage Bay Shellfish Protection District; and

WHEREAS, the City has obtained a grant from the Department of Ecology (DOE) to design Low Impact Development (LID) stormwater system improvements for the Northwest Washington Fairgrounds (“Fair”) in Lynden; and

WHEREAS, WCD has agreed to work with the Fair to augment the engineering design work to be done by the City under separate contract as match to the DOE grant; and

WHEREAS, the City is expanding its water conservation program to include facilitating regional conservation meetings of the Whatcom Water Alliance and including educational outreach on conservation within the public schools; and

WHEREAS, the WCD is equipped to provide the additional water conservation facilitation and public outreach services needed by the City; and

WHEREAS, it is in the best interest of each party to enter into this Interlocal Agreement; and

WHEREAS, the recitals herein are a material part of this agreement;

NOW THEREFORE, the WCD and City agree as follows:

- I. *Purpose:* The purpose of this Agreement is to set the terms whereby the City will make available funds to the WCD to implement a community education and outreach program for stormwater pollution prevention to residents within the City of Lynden.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to provide services as described in Exhibit A, Scope of Work, attached hereto.
- IV. *City Responsibilities:* The City hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated in the scope of work.
- V. *Payment:* The WCD shall submit itemized invoices in a format approved by the City. Each request for payment shall include invoices which detail work performed and supplies or materials purchased. The City agrees to pay WCD on a monthly basis, commensurate with portions of the work completed, for performing the work outlined in the scope of work (Exhibit A). WCD's compensation shall be paid monthly on account, for the services performed during that month, with payment due within 30 days of the invoice date. The City of Lynden Finance Department must receive invoices from WCD by the 5th of each month (or the following Monday if the 5th falls on a weekend day) for processing in the current month's run. The Finance Department is required to seek City Council approval to pay invoices during the second Council meeting of the month (third Monday) before payment can be rendered. All invoices must include the services rendered, according to the scope of work (Exhibit A) for which payment is to be rendered. WCD is also responsible for providing a cost tracking report for declining budget balances on invoices. Invoices will be reviewed for completeness before payment will be authorized. The City will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This Agreement shall be effective from January 1, 2020 through December 31, 2020; however, this agreement may be extended an additional year if both parties agree to the terms.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the City of Lynden Public Works Department Director and the WCD Executive Director, or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

- IX. *Relationship of the Parties:* The Parties are separate entities organized under the laws of the State of Washington and this Agreement is not intended to create any new legal or corporate entity. No agent, employee, servant, or representative of any party shall be deemed to be an employee, agent, servant, or representative or any other party for any purpose. Each party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement.
- X. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
- XI. *Non-discrimination in Employment and Client Services:* Neither Party shall discriminate against any person on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical handicap. No Party shall discriminate against any employee or applicant for employment because of handicap; provided that, this provision shall not apply if the particular disability prevents proper performance of the work involved.
- XII. *Termination:* This Agreement may be terminated by either party effective upon sixty (60) days written notice, mailed postage pre-paid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- XIII. *Modifications:* This Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- XIV. *Applicable Law:* In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising here from shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XV. *Severability:* In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- XVI. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XVII. *Counterparts:* This Agreement may be executed in multiple counterparts and each shall be deemed an original, but all of which together constitute a single instrument.

XVIII. *Effective Date:* This Agreement shall be in full force and effect upon filing with the Whatcom County Auditor or upon listing by subject on the City’s web site, whichever method of filing is chosen.

IN WITNESS WHEREOF, the Parties have signed this Agreement this ____ day of _____, 2019.

WHATCOM CONSERVATION DISTRICT

CITY OF LYNDEN

By: _____
Heather Christianson, WCD Chair

By: _____
Scott Korthuis, Mayor

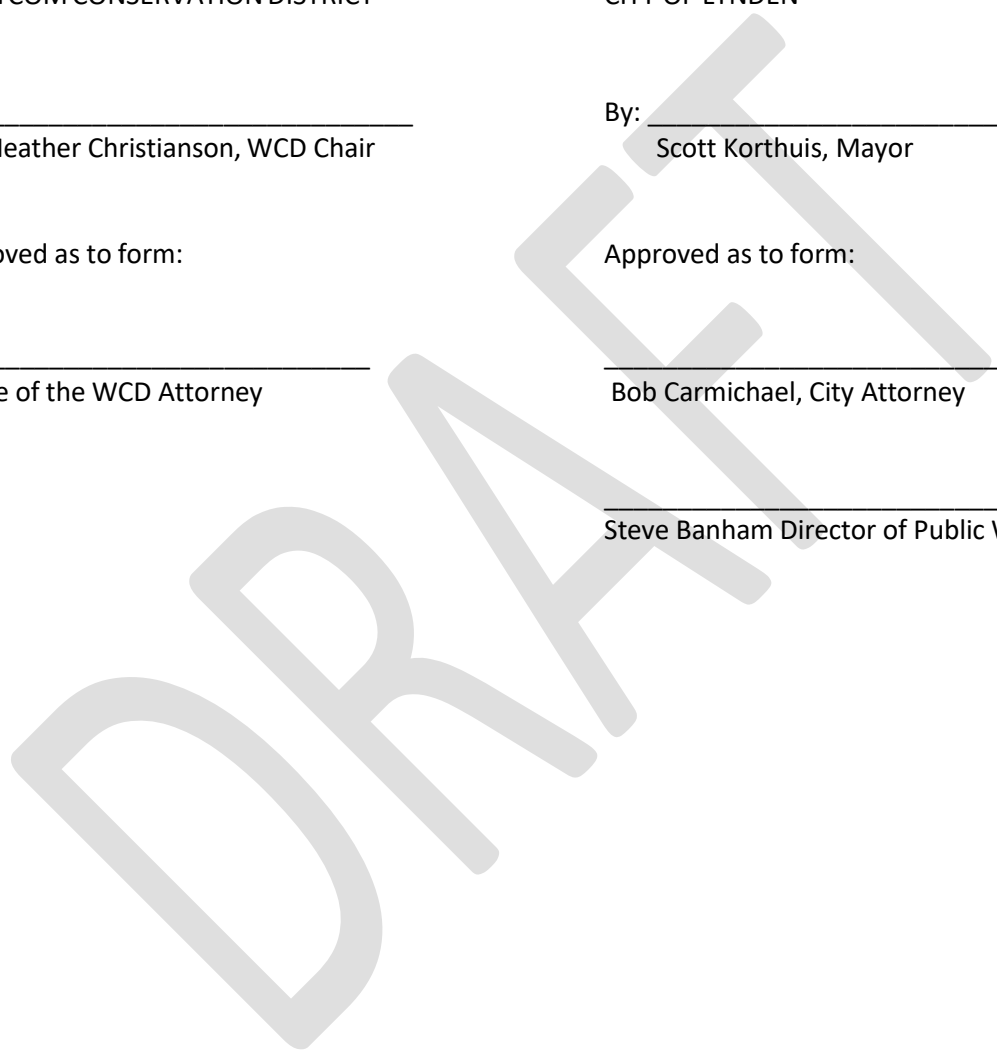
Approved as to form:

Approved as to form:

Office of the WCD Attorney

Bob Carmichael, City Attorney

Steve Banham Director of Public Works



STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM).

I certify that I know or have satisfactory evidence that Scott Korthuis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Lynden to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for the State
of Washington, residing at_____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM).

I certify that I know or have satisfactory evidence that Larry Helm is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chair for the Whatcom Conservation District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for the State
of Washington, residing at_____
My commission expires: _____

EXHIBIT A - SCOPE OF WORK

Task 1: Program Administration

The WCD will track and report education and outreach activities and landowner assistance provided as part of the Community Education and Outreach Program.

Deliverables:

1. Invoices will be submitted by the 5th of every month or quarterly if no work was performed in a given month.
2. A short progress report summarizing work performed during the invoice period will be included.
3. Annual written reports to include a summary of outreach & education efforts
4. Attend City of Lynden Stormwater meetings quarterly

Task 2: Stormwater Education and Outreach

WCD will collaborate with the City to implement a community education and outreach program for stormwater pollution prevention to residents within the City of Lynden.

Tasks include, but are not limited to the following:

- Develop and distribute education materials on Stormwater
- Implement, monitor and support of pet waste educational campaign
- Coordinate and evaluate school-based Stormwater
- Coordinate volunteer water quality-monitoring program
- Coordinate water quality sampling efforts to identify areas of concern
- Partner with other organizations to amplify efforts

Deliverables:

1. Educational materials generated
2. Report on number of students, teachers and classrooms visited
3. Recruit and train new volunteers from City of Lynden as needed
4. Water Quality data will be compiled and reported to City
5. Document response procedure for water quality reporting
6. Reports on other jurisdictions efforts in Stormwater
7. Other projects for specific audiences as needed

Task 3: Water Conservation Education and Outreach

WCD will collaborate with the City to implement a community education and outreach program for water conservation to residents within the City of Lynden.

Tasks include, but are not limited to the following:

- Develop and distribute education materials on Water Conservation
- Coordinate and evaluate school-based Water Conservation education program
- Partner with other organizations to amplify efforts
- Whatcom Water Alliance Meeting Facilitation (quarterly)

Deliverables:

1. Educational materials generated
2. Report on number of students, teachers and classrooms visited
3. Reports on other jurisdictions efforts in Water Conservation education
4. Other projects for specific audiences as needed

Task 4: Northwest Washington Fair Stormwater Improvements

WCD will collaborate with the City and the Northwest Washington Fairgrounds (Fair) to help protect and restore water quality in Fishtrap Creek by reducing stormwater impacts from existing infrastructure and development at the Fair. WCD will provide in-kind labor to support the City in their agreement with Dept of Ecology (WQC-2017-LyndPW-00098).

Tasks include, but are not limited to the following:

- Assist with project management
- Assist with livestock waste management design
- Assist in Education and Outreach material development
- Assist in Coordination and reporting with the Fair

EXHIBIT B - BUDGET

Item	Documentation needed with invoice	Personnel Composite Rate/hour	Estimated Hours	Proposed Budget
Task 1: Administration	Timesheet:			
	Education Coordinator	\$56.44	50	\$2,822.00
	Administrative Assistant	\$46.09	24	\$1,106.16
Task 2: Outreach and Education	Timesheet:			
	Education Coordinator	\$56.44	250	\$14,110.00
	Volunteer Coordinator	\$18.15	150	\$2,722.50
	Outreach Technician	\$27.97	100	\$2,797.00
Task 2: Outreach and Education	Timesheet:			
	Education Coordinator	\$56.44	200	\$11,288.00
	Outreach Technician	\$27.97	50	\$1,398.50
Task 3: NW WA Fair Stormwater*	Education Coordinator	\$56.44	40	\$2,257.60
	Outreach Technician	\$27.99	50	\$1,399.50
	Habitat Coordinator	\$63.40	50	\$3,170.00
	Engineer	\$74.79	200	\$14,958.00
	Livestock Planner	\$41.35	50	\$2,067.50
	Overhead (25% of salaries/benefits)			\$5,963.15
	Total for TASK 3 (inkind)*			\$29,815.75
Total Salary/Benefits				\$36,244.16
Overhead (25% of salaries/benefits)	Timesheet			\$9,061.04
Materials/Supplies/Printing	Receipts or invoices			\$1,500.00
Lab Fee	Invoices			\$3,000.00
Mileage	Mileage log or travel voucher			\$400.00
Contract Total				\$50,205.20
*Hours here are in-kind match provided to City of Lynden to fulfill grant requirements for Dept of Ecology (WQC-2017-LyndPW-00098).				

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 16, 2019	
Name of Agenda Item:	Public Safety Draft Minutes- December 2, 2019	
Section of Agenda:	Other Business	
Department:	Police	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Public Safety Draft Minutes- December 2, 2019	
Summary Statement:	Public Safety Draft Minutes- December 2, 2019 attached for review	
Recommended Action:	For Council review.	



POLICE DEPARTMENT
Office of the Chief of Police
(360) 354 - 2828

PUBLIC SAFETY COMMITTEE MEETING MINUTES

3:30 p.m. December 2, 2019
Police Department Training Room

COMMITTEE

1. ROLL CALL:

Members present: Mayor Scott Korthuis and Councilors Brent Lenssen, Gary Bode and Mark Wohlrab

Staff present: Chief Mark Billmire, Lieutenant Russ Martin, City Administrator Mike Martin, Support Services Manager Holly Vega

2. ACTION ITEMS: None.

3. INFORMATION ITEMS:

A. 2020 Police and Fire proposed budget review

Councilor Lenssen expressed concern regarding a cut to the Fire Department's training budget, which was based on the past 3 years spending average. Chief Billmire has a plan in place to utilize more training funds in the future and will request additional funds if needed.

The Police Department's vehicle replacement plan was discussed. Lt. Martin will be working on a plan for review including the option of leasing versus buying vehicles.

B. Lynden WATCH update

Councilor Wohlrab gave a brief update on the WATCH program, it being a quiet month. A post regarding holiday package thefts will be coming soon.

FIRE DEPARTMENT

1. ACTION ITEMS:

A. Review for approval City Ordinance No. 1598 Fire Suppression Water Facilities and Service

The proposed ordinance was reviewed and recommended for Council approval on December 2, 2019.

2. INFORMATION ITEMS:

A. Monthly report

Chief Billmire overviewed the October monthly report, noting the excellent average response time of 4:03 minutes. Also the value of station tours to our community, providing an opportunity to educate children on public safety.

B. Support Services Manager update

Sarah Silvas started on November 18, 2019 and is doing fantastic. She will be working with Sandi for a few weeks to help with the transition.

C. Assistant Chief update

Tom Hatley from Spokane District 8, has been offered and accepted the Assistant Chief position and is scheduled to start after the first of the year.

D. Staffing update

Two firefighters will soon be moving on to other agencies and there is not a current eligibility list. The Committee unanimously agreed it would be wise to have an active, ongoing eligibility list for the next few years.

E. Crisis Chaplin position discussion

Chief Billmire would like to formalize a City relationship with Wil Rosado, a volunteer support officer. He has been a valuable support and resource for both the Fire and Police departments.

POLICE DEPARTMENT**1. ACTION ITEMS:** None.**2. INFORMATION ITEMS:****A. Chief position update**

Steve Taylor from Searcy, Arkansas has been offered and accepted the Chief position, scheduled to start on January 16, 2020. Lt. Martin and Sgt. Beld travelled to Arkansas to do some background interviews, and found only positive remarks.

B. Staffing update

Oral boards for 5 lateral officer candidates are scheduled for December 5, 2019. Officer Randy Humphreys has been promoted to Patrol Sergeant and will be recognized at the next Council meeting.

C. Monthly report

Lt. Martin presented the monthly report for November, noting a drop in vehicle prowls. Operation Stonegarden overtime hours have increased significantly, as the current grant must be expended by the end of 2019.

3. ADDED:

- A. Councilor Bode requested several areas to be monitored by radar, and perhaps adding radar signs.

Meeting adjourned 4:45 p.m.

Next Meeting Date: January 9, 2019

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 16, 2019	
Name of Agenda Item:	Public Works Committee Meeting Minutes December 04, 2019	
Section of Agenda:	Approval of Minutes	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	December 04, 2019 Draft Public Works Committee Meeting Minutes	
Summary Statement:	Draft minutes for the December 04, 2019 Public Works Committee meeting.	
Recommended Action:	For Review	



PUBLIC WORKS COMMITTEE MINUTES

4:15 PM December 4, 2019

City Hall 2nd Floor Large Conference Room

1. ROLL CALL

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

Staff Present: Public Works Director Steve Banham; Programs Manager Mark Sandal; Sr. Admin. Assistant Heather Sytsma; and Sr. Admin. Assistant Miriam Kentner

Public Present: Gary Vis

2. ACTION ITEMS

A. **Approve Minutes from November 13, 2019**

De Valois noted that a change is needed in item 4-A. It currently reads "The Committee also recommended staff research relocating the speed radar signs currently located near Fisher Elementary School to Benson Road near Fisher Elementary," but should read "...located near Fisher Elementary School to Benson Road near Isom Elementary School."

De Valois motioned to approve the minutes with the above-noted change and Bode seconded the motion.

Action

The minutes from November 13, 2019 were approved as amended.

B. **Whatcom Conservation District Interlocal Agreement Renewal**

The Committee discussed the renewal of the Whatcom Conservation District interlocal agreement. Kuiken motioned to approve the agreement and Bode seconded the motion.

Action

The Public Works Committee concurred to forward the Whatcom Conservation District Interlocal Agreement to City Council for approval.

C. **Recommendation to Set Public Hearing Date of January 6 for Stormwater Comp Plan**

Bode introduced the Stormwater Comprehensive Plan, and the Committee discussed the need for the plan to be updated. Sandal stated the plan has not been updated since 1994.

Action

The Public Works Committee concurred to recommend to City Council to set a public hearing date of January 6, 2020 for the Stormwater Comprehensive Plan.

3. INFORMATION ITEMS**A. Bids for Asphalt / Aggregate for Streets and Chemicals for Plants**

Sytsma distributed current bids opened December 4, 2019. She noted that Miles Sand and Gravel included a per-load fuel surcharge when the bid specifically requests that any fuel surcharges be included in the bid price.

B. Lynden School District School Signs

Staff met with Lynden School District Superintendent Jim Frey and discussed the current plans to install flashing school zone signs on Line Road this week. Sandal stated that these signs are solar-powered and have LED lights. He noted that the price is about \$8,000 each. The Committee discussed potential locations for future signs.

Banham noted that staff had recommended to Jim Frey that the District develop a walking route plan for the Lynden schools. He also reminded the Committee that they discussed moving the 25-mph speed zone sign north on Benson Road, and this has been forwarded to the Public Safety Committee for concurrence.

Banham stated that staff has been asked to install a crosswalk at Lynden Academy (near Meadow Lane and 19th Street). Banham expressed that he is hesitant to do this as there are multiple vehicle access points nearby, increasing the chance of a pedestrian being injured by a vehicle. The Committee also stated they do not want a crosswalk in this area.

C. Request for Crosswalk at Line Road and Aaron Drive – Emily Harrison

Bode discussed the letter from Emily Harrison requesting a crosswalk across Line Road on Aaron Drive. The Committee discussed the location, including mentioning it is in a growing residential area where many people walk for recreation. Korthuis stated there is an existing crosswalk at Aaron and Vinup which is a similar situation. Banham stated it makes sense to put a crosswalk here due to the high volume of pedestrians and because the similar crossing at Vinup Rd has a crosswalk.

D. Increase in Janitorial Contract due to Prevailing Wage Requirements

Banham stated that the increase is due to the state prevailing wage for janitorial services increasing from \$12.00 per hour to \$13.50 per hour and their contract provided for this adjustment. The Committee asked staff about the performance of the contractor and the service has been satisfactory

E. Projects:**1. Wastewater Treatment Plant Outfall – Photos**

After reviewing the photos of the Wastewater Treatment Plant Outfall, the Committee discussed the project and potential issues in this area with high water. Banham stated that after the last flooding event the area will be modified slightly to better drain the area without damaging the new plantings.

2. Industrial Condensate – Riverview to Outfall-Testing for Army Corps of Engineers

Banham stated that testing was performed at the request of the Lummi Nation to the Army Corp as a part of their permitting.

Bode asked if test results were good, and Banham responded yes.

3. Industrial Condensate – Darigold Stormwater to Fishtrap Creek – Notice to Proceed Issued

Banham stated that the Notice to Proceed was issued to Faber Construction on November 8th.

4. 7th Street Revitalization Project – 7th Street Closed During the Lighted Christmas Parade

Banham stated that the road will re-open after the weekend and the construction to the south of Front Street will continue unless the weather is unfavorable for construction to continue. Sandal stated that a portion of the parking lot will be inaccessible.

5. 17th Street Design

Banham stated that this project is scheduled to go out for bid in January for construction with anticipation to award at City Council in February. De Valois asked if the cul de sac will remain. Bode stated it is only a partial bulb. Banham stated there will be a wide spot in the road with appropriate lane markings to guide motorists, not unlike a few other residential streets in the community.

6. West Front Street Whatcom County Economic Development Investment Program (EDI) to County Council for Approval 2nd Meeting January 2020

Banham stated that the West Front Street project is scheduled to be presented to the Whatcom County Council early next year (January or February). It was approved by the EDI Board with a vote of 8-2.

7. Judson Street Low Impact Development

Banham stated that proposals were received from four firms, and staff will likely interview two after reviewing and rating their proposals. This work is funded wholly by a DOE Stormwater Design and grant and Staff's intent is to apply for a construction grant from the Department of Ecology in fall 2020.

Banham noted that this project includes 8th, 9th and 10th Streets.

8. TIB Grant for East Grover (Railroad Tracks to Vinup) & Vinup to Lynden High School

Sandal stated that the Transportation Improvement Board recently awarded the City \$502,000 for pavement preservation. He stated that this project will include grinding and repaving East Grover Street from the railroad tracks to Vinup Road, Bradley next to the Lynden High School and upgrading the pedestrian ramps to the latest ADA standards along the route.

9. Decant Facility – Department of Ecology Funding

Banham stated that staff is in the process of reviewing the preliminary design report prepared by Pace Engineering. After City comments are incorporated this will be

submitted to the Department of Ecology for review and approval. Banham stated that this budgeted 2020 project will improve water quality and is estimated to cost \$880,000 and will be 75% funded by a Department of Ecology grant. Sandal added that it will be similar in size to the existing equipment storage building and located further to the south.

10. Trail – 17th Street to Dickinson Park – Reichhardt & Ebe Preparing Scope and Budget

Banham stated that Reichhardt & Ebe is preparing a scope and budget plan which will include a basic survey of the property. Banham stated that he, Korthuis and Meenderinck walked the site earlier in the day to review site characteristics.

11. Washington Recreation and Conservation Office (RCO) – Visiting Site Prior to Next Funding Cycle; Application Due 2020; Contract Execution 2021

Korthuis stated he has previously presented to the RCO and will be seeking advice during this visit by RCO staff on how to prepare an application to obtain higher ranking. The City is also pursuing a direct appropriation from the 2020 Legislature for the Depot to 8th segment.

4. ITEMS ADDED:

A. Interlocal Cooperation Agreement, Between Whatcom County and the Cities of Whatcom County (Wayfinding Signs)

Korthuis presented a contract between Whatcom County and the cities of Whatcom County for wayfinding within the County.

The Committee discussed the benefits of having WSDOT approval on signs on their routes and receiving County matching funds. The committee also discussed locations to place wayfinding signs that will direct visitors to the downtown.

Vis and the Mayor explained that the City had been able to get much more flexibility on construction. The contract would be for a five-year term with a County match for vehicular signs. Design work and any future management costs would be paid for by the County.

B. Traffic Counts on 17th

Sandal distributed traffic findings at Fishtrap Creek, noting that a couple of the reads for Village Drive did not record successfully.

C. Line Road Pedestrian Improvements Schedule

Sandal presented the proposed construction schedule for the planned December work on the Line Road Pedestrian Safety Improvements project. De Valois asked about the highlighted items and Sandal explained that the contractor will need an archaeologist on site for that work (excavation).

The meeting was adjourned at 5:46 p.m.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 16, 2019	
Name of Agenda Item:	CDC Minutes of 12-3-19	
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 December 3, 2019		
Summary Statement:		
<p>Draft CDC Minutes of 12-3-19 attached for review. This was the November meeting rescheduled to the 3rd of December.</p> <p>Note: Attached minutes have not yet been approved by the CDC.</p>		
Recommended Action:		
Council Review		



COMMUNITY DEVELOPMENT COMMITTEE MEETING AGENDA

3:00 PM December 3, 2019
2nd Floor Conference Room, City Hall

1. ROLL CALL

Council: Brent Lenssen, Jerry Kuiken, Kyle Strengholt, Scott Korthuis

Staff: Heidi Gudde, Dave Timmer, Steve Banham

Airport Board: Bob Weeks, Bill Stoelt

Chamber: Gary Vis

Residents (for RV Storage portion of the agenda): Doug Mather, Jeff McKenzie, Michael Protzler

2. APPROVAL OF MINUTES

Approved October CDC minutes as presented

3. DISCUSSION ITEMS

a. Residential Use Restrictions - RV Storage

Dave Timmer reviewed the changes made since the last time the CDC met about this topic. This included the removal of some subjectivity of whether the “code officer determines that an RV is detrimental”.

Discussion as to what would make an RV the “predominant feature” of a front yard. The group noted the visual impact of having RV’s parked within residential neighborhoods. The code rewrite is an attempt to balance the desire to park/store an RV in the front yard but also realizing a large RV filling up the driveway has a significant visual impact on the neighborhood. Could this be done by limiting the size allowed in the front (30 ft), requiring screening, separate parking pad, etc. There were questions on where is that 30 ft measured from, what if a property has a really big front yard, are there exemptions where a large RV in the front that wouldn’t negatively impact the neighborhood.

Mr. McKenzie noted that the code still seemed subjective in some areas and asked how residents will be made aware of the changes. Committee discussed that it may be appropriate to add a notice to utility bills and / or send letters to the neighborhoods that were previously notified.

Committee noted that the City has typically taken a reactive stance to code issues rather than a proactive approach. HG emphasized, however, that staff

seeks to implement a code that can be consistently enforced rather than one that is sporadically enforced.

Note that an RV and a boat are both considered recreational vehicles. This rewrite would only allow storage of one - either one boat or one trailer. The City is not interested in regulating where a utility trailer can be parked on a property.

Lenssen noted that residential use restrictions are likely an area that could be changed again.

Conclusions:

- Proceed as written with the changes which allow additional parking.
- Confirm to the CDC members the variance process associated with 19.31 and the application cost.
- Gudde noted that next steps of the code change would include a public hearing before the Planning Commission and a final approval with the City Council.

b. Pepin Creek Sub-Area Plan and All Projects Timeline

The plan went before the Planning Commission at a public hearing on November 21, 2019. HG described the PC recommendation of approval with conditions: Consider alternative routes for Pepin Parkway, city-wide funding mechanisms for the creek reroute, and focus on housing affordability.

BL noted that the division of the City-owned property on Benson by a road was not what he had envisioned when the property was purchased. He envisioned that 20 of the 40 acres would be park but that the park would remain connected to the Pepin corridor.

Banham noted that he had a “fish and transportation” problem even without considering the flooding issues that have been seen on property in the area. Double Ditch and Benson are substandard roads in need of improvements but improving DD is impossible without moving the creek. Benson is similar but the creek is only on one side.

The Committee discussed different options for the parkway.

- Park space along the Pepin corridor. Dividing the Benson property to have the event center / barn separated from the other park space.
- Bringing the creek into the park property
- Line up more with Sunrise Rd
- Go back to the 2 east/west roads, 2 bridges, etc concept. While the bridges are a significant cost, they are a fraction of the overall cost of relocating the creek.

CDC sees the Benson property as an investment to the City’s future. They don’t expect to see the property fully developed anytime in the near term but having the property in public hands provides significant opportunity (park, school, public facilities) for the City. Discussion on what exactly that might be will likely be the

topic of city/public conversations for a long time. Of course, they don't want the roadway design to prohibit the best use of that property for the City.

Bob Weeks, representing the Airport Board, stated that they would like to see this plan take the current and future use of the airport into account. This may be the time to consider how the runway could be extended, or Benson moved away from the end of the runway. This would provide additional economic opportunity for the City and address current safety concerns. Perhaps there is a circulation alternative that deadends Benson at the airport property? This would decrease the emphasis on Benson which is already substandard, unsafe for Isom School, and is seeing increased traffic.

The committee briefly discussed pocket parks. RM-PC is the only zoning category that requires common open space to be developed. Staff to determine if single family development also needs to create common open space.

Conclusions:

- Provide alternate exhibits for the December 16th meeting.
- Mention the runway extension as a possibility in a more obvious way.
- Possible decision on the 16th.

Next Meeting Date: December 18, 2019

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 16, 2019	
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	

December 16, 2019

159

Monday

3:00 PM - 4:00 PM

Finance Committee Meeting -- City Hall 1st Floor Large Conference Room
Visit WWW.LYNDENWA.ORG to view the agenda

4:00 PM - 5:00 PM

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

7:00 PM - 9:00 PM

Copy: Council Meeting -- Annex Council Chamber; Annex East Training Room; Annex North East Conference Room; Annex South East Conference Room

December 17, 2019

Tuesday

9:00 AM - 11:00 AM

Small Cities Caucus -- City Hall 1st Floor Large Conference Room

December 18, 2019

Wednesday

9:00 AM - 5:00 PM

Court -- Annex Council Chamber; Annex East Training Room; Annex North East Conference Room; Annex South East Conference Room

10:00 AM - 10:45 AM

Secret Santa (Wellness)- TENTATIVE Date -- City Hall 1st Floor Large Conference Room
Please be aware that these dates may change – hopefully not – but we may need to be flexible sometimes.

Pam

2:00 PM - 3:30 PM

Wellness Committee Meetings -- City Hall 1st Floor Large Conference Room
Please forward as needed.
Thanks.
Pam

4:00 PM - 6:00 PM

Community Development Committee Mtg -- City Hall 2nd Floor Large Conference Room

5:00 PM - 6:30 PM

Board of Adjustment Meeting -- Annex South East Conference Room

December 18, 2019 Continued

160

Wednesday

7:00 PM - 8:30 PM

Board of Adjustment -- City Hall 2nd Floor Large Conference Room

December 20, 2019

Friday

1:00 PM - 4:00 PM

Copy: Sandi's farewell (Retirement) -- Annex Council Chamber; Annex East Training Room; Annex North East Conference Room; Annex South East Conference Room

December 23, 2019

Monday

9:00 AM - 10:00 AM

Copy: Check-In Vern/Mike -- Mike's Office

December 24, 2019

Tuesday

All Day

Christmas Eve -- United States

December 25, 2019

Wednesday

All Day

Christmas Day -- United States

December 31, 2019

Tuesday

All Day

New Year's Eve -- United States

4:30 PM - 5:30 PM

Civil Service Meeting -- City Hall 1st Floor Large Conference Room

January 1, 2020

Wednesday

All Day

New Year's Day -- United States

January 3, 2020

Friday

8:30 AM - 9:30 AM

Check In-Mike/Anthony -- Mike's Office

January 6, 2020

Monday

161

7:00 PM - 9:00 PM

Council Meeting -- Annex Council Chamber