

CITY OF LYNDEN



Mayor
Scott Korthuis

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

Regular City Council Meeting
City Annex- 205 Fourth Street
July 19, 2021

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Approval of Minutes

1. Draft Council Minutes- July 6, 2021

Items from the Audience

Scheduled

Unscheduled (20 Minutes)

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

Consent Agenda

2. Approval of Payroll and Claims
3. Set the Public Hearing – Skyview Development Agreement
4. Introduction-Ordinance No. 1630 - Amendment to the 2021 Budget
5. SCORE Contract Update
6. Ordinance No. 1629 – Line of Credit Renewal
7. Interlocal Agreement with Whatcom County for Economic Development Investment Program Grant and Loan Funds to Improve West Front Street to All Weather Street Standards

Public Hearing

8. Public Hearing for Ord 1625 – Amending LMC Titles 1 and 12

Unfinished Business- None**New Business**

[9.](#) City Administrator Employment Agreement

Other Business

[10.](#) Draft Parks Committee Minutes June 21, 2021

[11.](#) Public Works Committee Meeting Minutes July 07, 2021

[12.](#) Public Safety Draft Minutes- July 1, 2021

[13.](#) Calendar

Executive Session**Adjournment**

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Draft Council Minutes- Regular Meeting	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: N/A	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes- Regular Meeting	
Summary Statement:	Draft Council Minutes- Regular Meeting	
Recommended Action:	For Council review.	

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



July 6, 2021

1. CALL TO ORDER

Mayor Korthuis called to order the July 6, 2021, regular session of the Lynden City Council at 7:00 p.m., held at the City 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 Mark Billmire, Parks Director Vern Meenderinck, Police Chief Steve Taylor, Planning Director Heidi Gudde, Public Works Director Steve Banham, City Clerk Pam Brown, and City Administrator Mike Martin.

OATH OF OFFICE- None

APPROVAL OF MINUTES

Councilor De Valois moved and Councilor Kuiken seconded to approve the June 21, 2021, regular council minutes as presented. Motion approved on a 7-0 vote.

ITEMS FROM THE AUDIENCE

Scheduled- None

Unscheduled – None

Mayor Korthuis and Councilor Lenssen thanked Gerald Veltkamp for his 12 years of service on the Planning Commission. Th Mayor cited some notable projects that had been completed during those 12 years:

- 2010 & 2020 Shoreline Master Plans
- 2014 & 2020 Park Master Plans
- Pepin Creek Subarea Plan
- Multiple Annexations
- 2010 North Prairie Development Projects
- Delf Square Renovation
- Market Square (Salmonberry)

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CITY COUNCIL MINUTES OF REGULAR MEETING



- **Blankers Estates**
- **Two Appeals (2015 & 2017)**

Councilor Lenssen expressed that he enjoyed working with Mr. Veltkamp while working joint meetings between council and planning commission. He recognized it is not always easy to serve in those positions.

2. CONSENT AGENDA

Set Public Hearing Date for Ordinance No. 1625- Amending LMC Titles 1 and 12

In May of 2019, the City Council identified a desire to update the municipal code to remove or revise some sections which were no longer necessary. Although revisions were drafted, the details of the amendments related to the serving of alcohol and horse taxis proved to be more complicated than initially thought and the amendment stalled.

In an effort to conclude this item the proposed amendments were brought to the Community Development Committee meeting on April 21, 2021. The Committee concluded discussion by requesting that staff move forward only with the revisions to Title 1 regarding the City's datum

point and Title 12 regarding a requirement for oil drip pans. Minutes from this meeting are included in the council packet. The draft of Ordinance 1625 amends the Lynden Municipal Code as requested. At this time staff is requesting that Council set the public hearing date for this amendment.

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

3. PUBLIC HEARING

Vacate Application 21-01 Redwood Road

Compass Point Survey, on behalf of the West Lynden Business Park, has submitted an application for the vacate of a portion of Redwood Road right-of-way. The subject vacate is a dedication of approximately 48,000 square feet meant for the future construction of Redwood Road. This dedication was originally made with the approval of the West Lynden Business Park General Binding Site Plan with the intent that it would be constructed at the time of development.

Needs of the industrial market indicate that large scale parcels are desirable. As such, public right-of-way at the planned location is not needed and may limit the design potential of the parcel. The Technical Review Committee has completed review and provided a report.

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As additional vacation of associated utility easements is being finalized, staff is asking that the City Council only conduct the public hearing and take public comment at this time. Council can expect an applicable ordinance to follow at a subsequent meeting.

Mayor Korthuis opened the Public Hearing at 7:03 p.m.
Council did not receive any public comment.
Mayor Korthuis closed the Public Hearing at 7:03 p.m.

Public Hearing only. No action taken.

4. UNFINISHED BUSINESS- None

5. NEW BUSINESS

Appointment to Planning Commission- Darren Johnson

Mayor Korthuis appointed a new member, Darren Johnson, to fill a vacancy on the Planning Commission (PC). The PC consists of seven volunteer members. At the time of appointment and throughout their term of office, the primary residence of each member of the PC must be

within the city limits of Lynden and the term of office for each member is four years unless specifically completing the term of another member.

Darren Johnson will be filling the seat vacated by the resignation of Gerald Veltkamp. Gerald's remaining term to be completed by Mr. Johnson runs through the end of December 2021. This appointment is being brought forward to the City Council for confirmation. Darren's experience as a nearly life-long resident of the Lynden area and his role as a real estate agent will undoubtedly be an asset to the Planning Commission.

The City takes this opportunity to thank Gerald Veltkamp. He has been a long-time Planning Commissioner and the City sincerely wishes to thank him for his service.

Councilor Bode moved and Councilor Strengholt seconded to confirm the appointment of Darren Johnson to the Lynden Planning Commission to complete an existing term expiring December 2021. Motion approved on a 7-0 vote.

Final Plat Approval – DeJong Long Plat, Phase 1

The DeJong family and their agent, Jerry Blankers, were granted preliminary plat approval for the DeJong long plat on February 18, 2020. This long plat is located north of Aaron Drive near Line Road. The property is approximately 9.44 acres in size and is zoned as residential multi-family, RM-3.

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The development of the plat is proposed in two phases. At this time, the applicant is seeking final approval of **Phase 1**. This phase included frontage improvements along the Aaron Drive, the creation of 11 lots, and the dedication of trail easement along the Badger Road (with trail construction scheduled for Phase 2 of the plat development).

The Council is being asked to consider final plat approval for Phase 1 of the DeJong Long Plat under the following conditions:

1. Completion of all punch list items.
2. Submittal and acceptance of required maintenance bonds and any necessary performance Bonds. **including bonding for future trail construction (trail construction is a requirement for completion of Phase 2)**
3. Payment of final inspection fees for plat construction.
4. Submittal of final as-built drawings.
5. Submittal of final plat mylars.
6. Final development fees paid in full.

Councilor Lenssen moved and Councilor Strengholt seconded to grant final approval of Phase 1 of the DeJong Long Plat subject to conditions 1-6 listed above, and to authorize the Mayor's signature on the final plat documents. Motion approved on a 7-0 vote.

Mayor Korthuis read the following into the council record:

*I am pleased that last Wednesday when asked if there was a fatal flaw with either candidate, all agreed there was none. Based on that and all the projects and initiatives in the city, **I have decided that John Williams should be offered the job as our next City Administrator.***

- *I think of the Pepin Creek expansion and all the elements involved with that project. It would be nice to have experience to navigate what is coming.*
- *Then there is the GMA Comp Plan update coming in the next few years.*
- *John has shown through previous experience that he is able to capture grant money from both the feds and state governments. We will need this as we proceed.*
- *We have American Rescue Plan money coming. We will need a someone to help us through the process of procuring and spending this money within the scope of the law.*
- *We will be negotiating four union contracts this year; John has relevant experience with fair results for both the unions and Cities he has been involved with.*
- *Then there is the history that comes with John*
 - *His packet of information came with 10 stellar reference letters from:*
 - *A state senator*
 - *Former mayors and deputy mayors of both Moses Lake and Battle Ground*

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CITY COUNCIL MINUTES OF REGULAR MEETING



- *The Moses Lake fire chief*
 - *HR person from Battle Ground*
 - *City attorney*
 - *City lobbyist*
- *I talked with the former deputy mayor of Moses Lake. She said a couple of important things:*
 - *John was caught blindsided by a public employee that was good at hiding his deeds. He will be wiser and more scrupulous based on this experience.*
 - *John showed his stellar character by resigning from his position. He felt responsible for not catching the bad behavior earlier.*
 - *John is still a very knowledgeable manager, and she still contacts him for advice.*
 - *More telling to me; the mayor would hire John if given the opportunity.*
 - *Our police chief also vetted this candidate, probably over vetted him, and is comfortable with him.*
 - *Of the five references that Turner Services contacted, all said that given the opportunity, they would hire John to their organizations.*

So based on all this background and work, I would entertain a motion to approve the hire of John Williams as the next city administrator and give the administration the latitude to negotiate a contract with him to be approved by the City Council.

Councilor De Valois moved and Councilor Bode seconded to approve the hire of John Williams as the next city administrator and give the administration the latitude to negotiate a contract with him to be approved by the city council. Motion approved on a 5-0 vote with Councilors Lenssen and Wohlrab abstaining.

Parks Director Vern Meenderinck told council that as of 4:00 p.m. this afternoon the 21 trees slated for Glenning Park had been planted. The trees are along the South and the West fence line.

6. OTHER BUSINESS

Council Committee Updates

Councilor Wohlrab reporting for the July 1st Public Safety Committee stated discussion of the following:

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CITY COUNCIL MINUTES OF REGULAR MEETING



- OT numbers for fire department were not available for review
- Ryan Yoshimoto has been selected to fill the Acting Fire Chief position, with an anticipated start date of October 1
- Fire station is progressing nicely and currently on budget
- Fire department establishing a hiring list in early August based on some potential vacancies
- SCORE 2022 increase
- Police department body cameras will require service at the end of the year
- Security coverage for courtroom

7. EXECUTIVE SESSION

Council did not hold an executive session.

8. ADJOURNMENT

The July 6, 2021, regular session of the Lynden City Council adjourned at 7:15 p.m.

Pam Brown, MMC
City Clerk

Scott Korthuis
Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Approval of Payroll and Claims	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Approval of Payroll and Claims	
Recommended Action:	Approval of Payroll and Claims	

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Set the Public Hearing – Skyview Development Agreement	
Section of Agenda:	Consent	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
DRAFT Skyview Development Agreement regarding a mixed-use townhome project on CSL zoned property. Skyview Lot Line Adjustment, Vicinity Map, Skyview Residential Site Plan		
Summary Statement:		
<p>The City Council is being asked to consider a development agreement which outlines the developer obligations and timeline for a mixed-use portion of the Skyview Townhome project. This multi-family project is located just north of the North Prairie Phase 7 long plat on the east side of Northwood Road with Badger Road frontage. It consists of two parcels as shown on the attached Skyview Lot Line Adjustment maps.</p> <p>The agreement affects <u>Lot A</u> of the Skyview Lot Line Adjustment. This parcel has a zoning of Commercial Services Local (CSL). The City’s CSL zoning permits mixed-use development that maintains a minimum of 60% commercial space on combined ground floor areas. Although the City’s code includes provision for this ratio of commercial to residential use to be accommodated in multiple buildings it does not include specifics as to the timing of this build out.</p> <p>The attached agreement proposes that the residential portion of the mixed-use development may proceed without the establishment of a commercial use. A portion of Lot A will be reserved to accommodate the commercial component at a later date. The residential portion to be constructed on the CSL parcel includes 15 townhomes which are accessed from the southern residential neighborhood. The future commercial development would be accessed from the Badger Road to the north. The agreement also includes developer obligations including landscape buffer and pedestrian trail connections which must be constructed in association with the residential portion of the project.</p> <p>The agreement is currently under legal review. A draft is attached for Council review ahead of the public hearing proposed to be set for August 2, 2021.</p>		
Recommended Action:		
Motion to set the public hearing for August 2, 2021 to consider the Skyview Development Agreement which pertains to a mixed-use townhome development.		

RETURN TO:

STARKENBURG-KROONTJE
ATTORNEY AT LAW, P.S.
P.O. BOX 231
LYNDEN, WA 98264

DOCUMENT TITLE:

DEVELOPMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTORS:

TMI HOLDINGS, LLC, a Washington Limited Liability Company
HALO HOLDINGS, LLC, a Washington Limited Liability Company

GRANTEE:

CITY OF LYNDEN, a Washington municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

PTN NE ¼ NW ¼ NE ¼, S15, T40N, R03E

Full legal description at page _____ hereto

ASSESSOR'S TAX PARCEL NUMBER(S):

400315 361493 0000

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the CITY OF LYNDEN, a Washington municipal corporation (hereinafter “CITY”) and TMI HOLDINGS, a Washington limited liability company & HALO HOLDINGS, LLC, a Washington limited liability company, who are the owners of the property developed under the name “Skyview Townhomes”. This property is more particularly described in the attached Exhibit A (hereafter “Skyview Townhomes”). The Property is currently made up of two parcels. One is zoned Residential Multi-Family 3 (RM-3) and one is zoned Commercial Services - Local (CSL). This agreement is specific to the commercially zoned portion of the Property more particularly described as Lot A of the Skyview Lot Line Adjustment as recorded under Auditor File number xxxxxxxxx and shown in Exhibit A (hereafter referred to as the “Property”).

WHEREAS, the proposed site plan for Skyview Townhomes is attached as Exhibit B and illustrates residential and commercial areas on the CSL portion of the development; and

WHEREAS, Lynden Municipal Code (LMC) 19.23.020 permits multi-family residences within the CSL zone under specific conditions; and

WHEREAS, the City’s Design Review Board has granted design approval for a feasible layout and architecture of the residential portion of development for the Property (DRB Application #21-01); and

WHEREAS, as a condition of approval of residential development within the CSL zone, the Lynden Municipal Code Chapter 19 requires a minimum amount of commercial component to be constructed; and

WHEREAS, this Agreement is recorded to memorialize the conditions of the development approval; and

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

WHEREAS, the City of Lynden, TMI Holdings, LLC and Halo Holdings, LLC do enter into this Agreement and for in consideration of the mutual covenants, duties and obligations herein set forth, do agree as follows:

ARTICLE I
LAND USE AND SETBACK REQUIREMENTS

- 1.1 Skyview Townhomes is located in the RM-3 zone and CSL zone. As a mixed-use development, in accordance with LMC19.23, the portion of property within the CSL Site (Lot A of the Skyview Lot Line Adjustment) is required to have a minimum of sixty percent of the ground floor area as a permitted commercial use. This calculation is based on the ground floor area of all of buildings on the Property located within the CSL zone.
- 1.2 All commercial buildings will have common architectural themes and will be subject to approval by the Design Review Board. Future buildings must meet the guidelines in effect at the time of building permit application.
- 1.3 All commercial uses permitted outright within the CSL zone or its successor shall be a permitted uses within this mixed use development.
- 1.4 A covenant shall be placed on the deeds for all residential units and commercial units on the Property notifying them of the mixed zone and of the commercial use requirement for a portion of the Property.
- 1.5 The Property shall not be eligible to apply for a rezone to modify the commercial zoning designation to a residential zoning.
- 1.6 The proposed gross floor area of first floor residential buildings within the CSL zoned portion of the property totals approximately 13,000 square feet as shown on the Design Review Board application #21-01. As such, the commercial component must equal a minimum of 19,500 square feet of gross floor area or be incrementally developed in such a way as to ultimately accommodate this gross floor area.
- 1.7 The property has some existing structures along the Badger Road frontage which are primarily agricultural in nature. These may be remodeled to be suitable for commercial use if building code standards, development standards, and Design Review Board approval of these structures can be met and demonstrated to City staff.

ARTICLE II
ACCESS AND TRANSPORTATION

- 2.1 The East Badger Road is a Washington State highway. As a result, any access connection will require approval from the Washington State Department of Transportation and the City of Lynden. This access is only allowed for the CSL property. There shall be no connection from the CSL through the RM3 zoned property to Currant Street.
- 2.2 Both the commercial (CSL) and residential (RM3) portions of the property are required to provide public easements and maintain public pedestrian walkways through the property. These walkways must ensure access to the current and any future public sidewalk and trail systems at all times. Routine care of these

access ways including, but not limited to, brush clearing, weed removal, pressure washing, and resurfacing so as to maintain code compliant ADA access is the responsibility of the owner of the Property.

- 2.3 Vehicular access between the residential and commercial portions of the CSL zoned parcels is limited to emergency apparatus ,utility maintenance vehicles and/or heavy equipment needed to maintain and repair facilities in the easements.

**ARTICLE III
ASSIGNMENT AND TRANSFER**

- 3.1 After its execution, the Agreement shall be recorded in the office of the Whatcom County Auditor. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, and shall run with the land. This Agreement shall be binding on the City and owners of the Property, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Upon any sale or conveyance of the property by an owners, such owner shall be released from the obligation of this Agreement and the obligations stated herein shall be enforceable solely against the successor owner of the Property.
- 3.2 Future subdivision of the Property is permitted however the conditions of this agreement remain in effect. No subdivision may be made which would prevent the owner of the Property from fulfilling the conditions detailed herein.

**ARTICLE IV
TIMING**

- 4.1 This agreement confirms that the residential uses on the CSL zoned portion of the property, totaling up to 13,000 square feet of first floor area, may be constructed prior to the development / redevelopment of an active commercial use on the remaining portion of the property subject to the conditions listed below:
- 4.2 All pedestrian walkways and trails needed to maintain contiguous access from the Badger Trail or other pedestrian easements to public sidewalks within the North Prairie Phase 7 Long Plat and Badger South SP must be dedicated as public access easements before the City will issue a building permit for the first residential building on the CSL zoned portion of the property.
- 4.3 All final walkways and trails must be constructed, per City specifications, on the CSL zoned portion of the property prior to the final occupancy of last building on the CSL zoned portion of the property. Temporary facilities, approved by the City, shall be provided prior to any form of occupancy for the first building in the CSL zone.

Or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

5.7 No Impairment of City Regulatory Discretion. Nothing in this Agreement shall limit the City's exercise of its lawful regulatory discretion in approving pending or new applications in accordance with applicable ordinances, so long as such discretion is exercised consistent with the terms of this Agreement.

5.8 Reservation of Authority. The City reserves authority to impose new or different regulations on the Property to the extent required by a serious threat to public health and safety. This reservation is intended to comply with RCW 36.70B.170 (4). If such authority is exercised, the remaining provisions of this Agreement shall remain in full force and effect to the extent the new regulations are not inconsistent therewith and do not undermine achievement of the fundamental purposes of this Agreement.

5.9 Severability. If any section, subsection, sentence, clause, or phrase in this Agreement is for any reason held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereunto caused this Agreement to be executed, and shall be effective on the date of its recording with the Whatcom County Auditor.

TMI HOLDINGS, LLC

By:
Its:

HALO HOLDINGS, LLC

By:
Its:

CITY OF LYNDEN

By:
Its:

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

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

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

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

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

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

Exhibit A

Skyview Lot Line Adjustment

DRAFT

Exhibit B

Skyview Townhomes Site Plan

DRAFT

SKYVIEW LOT LINE ADJUSTMENT

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

FORMER LAND DESCRIPTIONS:

LOT A
A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 15, FROM WHICH THE SECTION CORNER COMMON TO SECTIONS 9, 10, 15 AND 16, BEARS SOUTH 88°25'15" WEST; THENCE DUE EAST ALONG THE CENTERLINE OF THE BLAINE-SUMAS HIGHWAY, 668.98 FEET; THENCE SOUTH 00°27'00" EAST, 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°27'00" EAST ALONG A FENCE MARKING THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 638.90 FEET TO A FENCE MARKING THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89°34'51" EAST ALONG SAID SOUTH LINE, 205.00 FEET; THENCE NORTH 00°27'00" WEST, 640.40 FEET; THENCE WEST 205.00 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT RIGHT-OF-WAY FOR BADGER ROAD ALONG THE NORTHERLY BOUNDARY THEREOF;

ALSO, EXCEPT A PARCEL LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 02°05'57" EAST, A DISTANCE OF 6.88 FEET TO AN EXISTING FENCE LINE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 02°05'52" EAST, A DISTANCE OF 311.71 FEET; THENCE SOUTH 87°11'56" EAST, A DISTANCE OF 143.01 FEET; THENCE SOUTH 02°05'52" WEST, A DISTANCE OF 312.74 FEET TO AN EXISTING FENCE LINE; THENCE NORTH 86°45'30" WEST ALONG SAID FENCE LINE; A DISTANCE OF 134.03 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPT A PARCEL LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 02°05'52" EAST, A DISTANCE OF 6.88 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH 86°45'30" EAST ALONG SAID FENCE LINE, A DISTANCE OF 205.04 FEET; THENCE SOUTH 02°05'52" WEST, A DISTANCE OF 4.36 FEET TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 87°27'45" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 205.01 FEET TO THE POINT OF BEGINNING.

LOT B
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., EXCEPT THE WEST 205 FEET THEREOF; AND EXCEPT THE EAST 286 FEET THEREOF; ALSO EXCEPT RIGHT-OF-WAY FOR BADGER ROAD ALONG THE NORTHERLY BOUNDARY THEREOF.

ADJUSTED DESCRIPTIONS:

LOT A:
LOT A OF THE SKYVIEW LOT LINE ADJUSTMENT, AS PER THE MAP THEREOF, RECORDED IN THE AUDITOR'S OFFICE OF WHATCOM COUNTY, WASHINGTON.

LOT B:
LOT B OF THE SKYVIEW LOT LINE ADJUSTMENT, AS PER THE MAP THEREOF, RECORDED IN THE AUDITOR'S OFFICE OF WHATCOM COUNTY, WASHINGTON.

ALL SITUATE IN WHATCOM COUNTY, WASHINGTON.
ALL SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

SURVEYOR'S CERTIFICATE:

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

JEROMY M. DEMEYER, P.L.S. CERTIFICATE No. 50982 DATE _____
NORTHWEST SURVEYING & GPS INC, 407 5TH STREET, LYNDEN, WA 98284

CITY OF LYNDEN APPROVAL:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS LOT LINE ADJUSTMENT/SHORT PLAT FOR CONFORMANCE WITH APPLICABLE STATE STATUTES AND CITY SUBDIVISION AND ZONING ORDINANCES AND HEREBY APPROVE THE SAME.

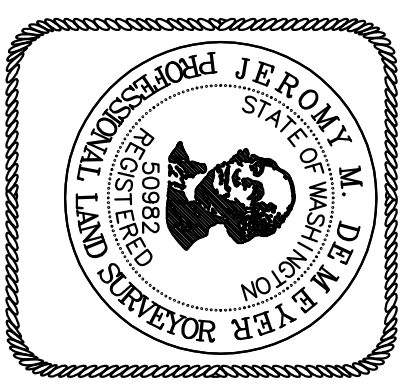
THIS _____ DAY OF _____, 2021.

HEIDI GUDDÉ, AICP PLANNING DIRECTOR

AUDITOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS LOT LINE ADJUSTMENT WAS FILED FOR RECORD IN THE OFFICE OF WHATCOM COUNTY, WASHINGTON THIS _____ DAY OF _____, 2021 AT _____ A.M./P.M. AT THE REQUEST OF NORTHWEST SURVEYING & GPS, INC. AND IS RECORDED UNDER AUDITOR'S FILE NUMBER 2021-_____.

AUDITOR OF WHATCOM COUNTY _____ BY _____ DEPUTY AUDITOR



NORTHWEST SURVEYING & GPS, INC.

JEROMY DEMEYER, L.S. 50982
BRETT DE VRIES, L.S. 49276
5TH STREET, LYNDEN, WA
PH. 360.354.1950 NWSURVEY.COM

DECLARATION:
THE UNDERSIGNED OWNER(S) HEREBY DECLARE THIS LOT LINE ADJUSTMENT IS MADE WITH OUR FREE CONSENT AND ACCORDANCE WITH OUR WISHES AND DO HEREBY GRANT AND RESERVE ANY EASEMENTS SHOWN HEREON FOR THE USES INDICATED HEREON.

MIKE KOOY - MANAGER _____ TYLER BAILEMA - MANAGER _____
TMI HOLDINGS, L.L.C. TMI HOLDINGS, L.L.C.

IAN VANRY - MANAGER _____
TMI HOLDINGS, L.L.C.

TIMOTHY KOETJE - MEMBER _____ JEREMY PARRIERA - MEMBER _____
HALO HOLDINGS, L.L.C. HALO HOLDINGS, L.L.C.

ACKNOWLEDGMENT
STATE OF WASHINGTON)
COUNTY OF WHATCOM)
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MIKE KOOY, TYLER BAILEMA AND IAN VANRY ARE THE PERSONS WHO APPEARED BEFORE ME AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS MANAGERS OF THE TMI HOLDINGS, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, _____

RESIDING AT _____ WASHINGTON MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT
STATE OF WASHINGTON)
COUNTY OF WHATCOM)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TIMOTHY KOETJE AND JEREMY PARRIERA ARE THE PERSONS WHO APPEARED BEFORE ME AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS MEMBERS OF HALO HOLDINGS, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, _____

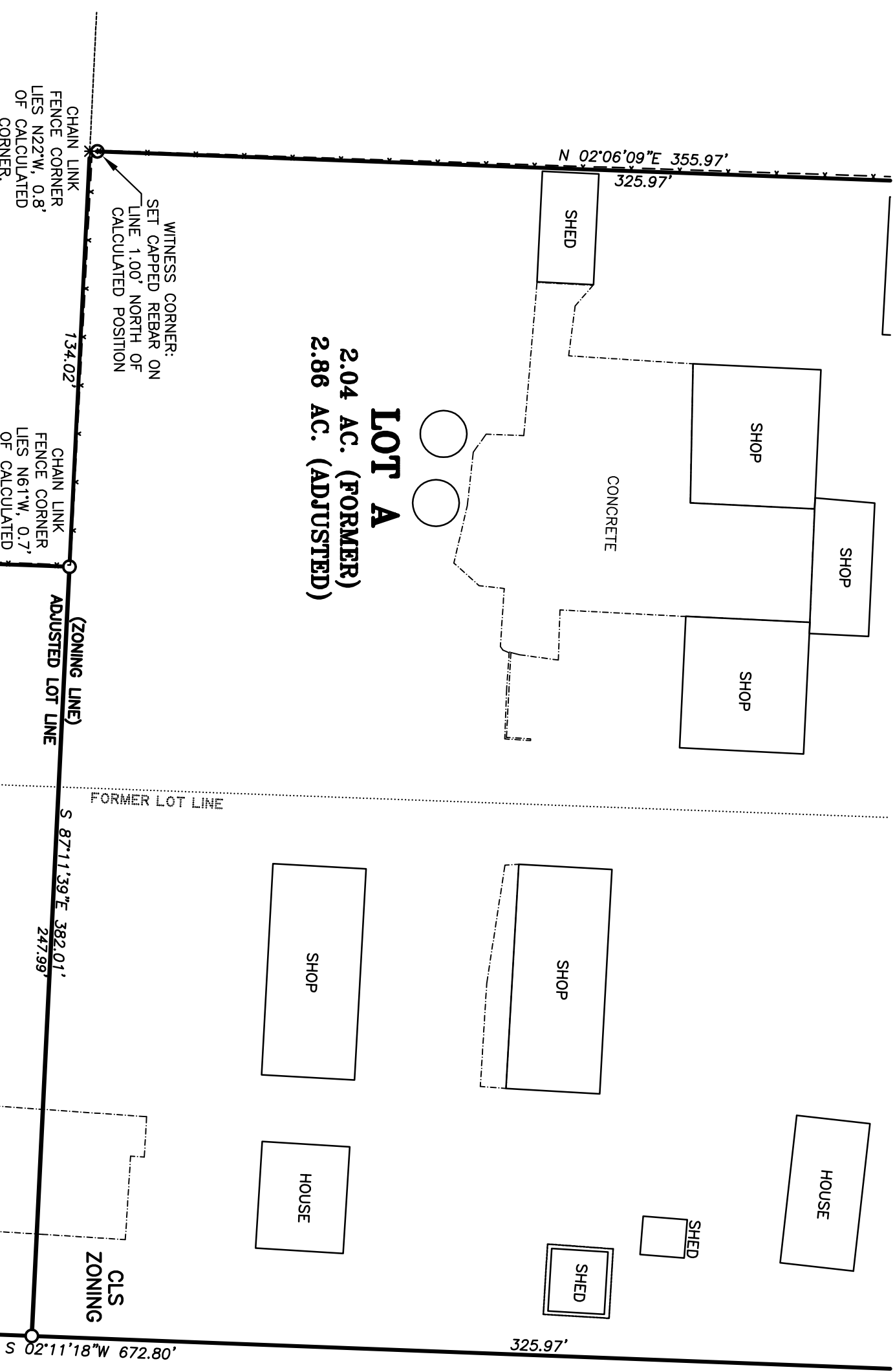
RESIDING AT _____ WASHINGTON MY COMMISSION EXPIRES _____

OCCUPATIONAL INDICATORS AND EXISTING FENCE LINE NOTE:

THIS SURVEY HAS DEPICTED EXISTING FENCE LINES AND/OR IMPROVEMENTS IN ACCORDANCE WITH W.A.C. CH. 332.130. THESE OCCUPATIONAL INDICATORS MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE OWNERSHIP. THE LEGAL RESOLUTION OF OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS SURVEY.

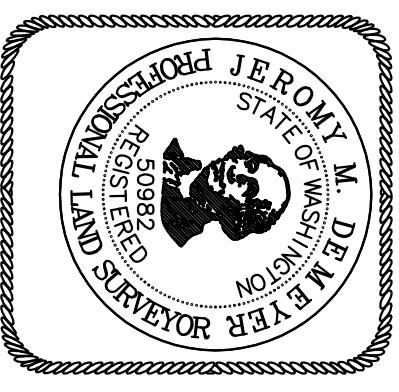
IMPERVIOUS SURFACE CALCULATIONS:

LOT NUMBER	LOT A	LOT B
TOTAL AREA	124,595 SF	78,306 SF
TOTAL IMPERVIOUS SURFACE AREA	20,926 SF	3,952 SF
TOTAL PERVIOUS SURFACE AREA	103,669 SF	74,354 SF



Curve	Radius	Length	Delta
C1	55.00'	86.73'	90°21'13"
C2	34.50'	54.41'	90°21'13"
C3	75.50'	48.97'	37°09'46"
C4	75.50'	16.04'	12°10'29"
C5	75.50'	54.05'	41°00'58"

AF No. 2130504378



NORTHWEST SURVEYING & GPS, INC.
 JEROMY DEMEYER, L.S. 50982
 BRETT DE VRIES, L.S. 49276
 4 0 7 5 T H S T R E E T, L Y N D E N, W A.
 PH. 360.354.1950 NWSURVEY.COM

FOUND CAPPED REBAR MARKED "NWS & GPS LS.49276 & 50982" 0.5' EAST OF FENCE CORNER

FOUND 1" BARE IRON PIPE N80°W, 2.3' OF CALCULATED CORNER. EXISTING FENCE LINE LIES ON LOT LINE.

N 02°06'09" E 4.56'

NORTH PRAIRIE PHASE 7, DIVISION 2

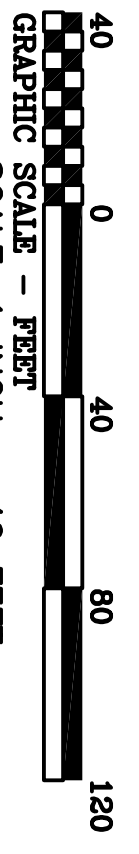
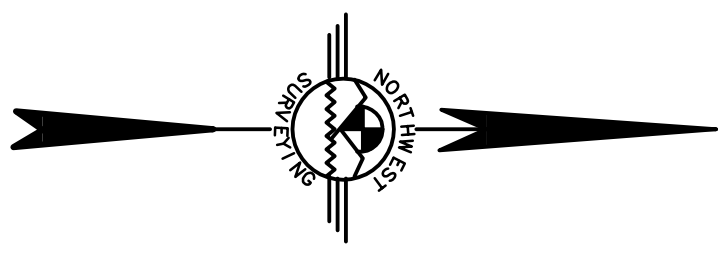
LOT B
 2.61 AC. (FORMER)
 1.80 AC. (ADJUSTED)

CURRENT ST. 30'

FOUND CAPPED REBAR MARKED "NWS & GPS LS.49276 & 50982" 2.3' SOUTH OF FENCE

S 02°11'18"W 672.80'

- SURVEYOR'S NOTES:**
- "O" DENOTES 5/8 INCH REBAR WITH 1 INCH PLASTIC CAP MARKED "NWS & GPS 49276 & 50982" SET BY THIS SURVEY.
 - "⊙" DENOTES BRASS DISC MARKED "NWS & GPS LS.49276 & 50982" SET IN CONCRETE BY THIS SURVEY.
 - "*" DENOTES CALCULATED POINT ONLY.
 - THIS SURVEY WAS PERFORMED BY STANDARD FIELD TRAVERSE USING A GEOMAX ZOOM90 TOTAL STATION WITH A CARLSON SURVEYOR 2 COLLECTOR/FIELD COMPUTER IN OCTOBER OF 2020. ACCURACY EXCEEDS 1:10000.
 - THIS SURVEY TIED INTO THE NORTH QUARTER CORNER, NORTHEAST CORNER OF SECTION 15, AND LOT CORNERS AS SHOWN AND RELIED UPON CITY OF LYNDEN SURVEY MONUMENT NETWORK FOR BASIS OF BEARINGS.
 - THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF A PLAT DATED _____



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

AF No. 2019-0804039

BROME ST. 30'

22

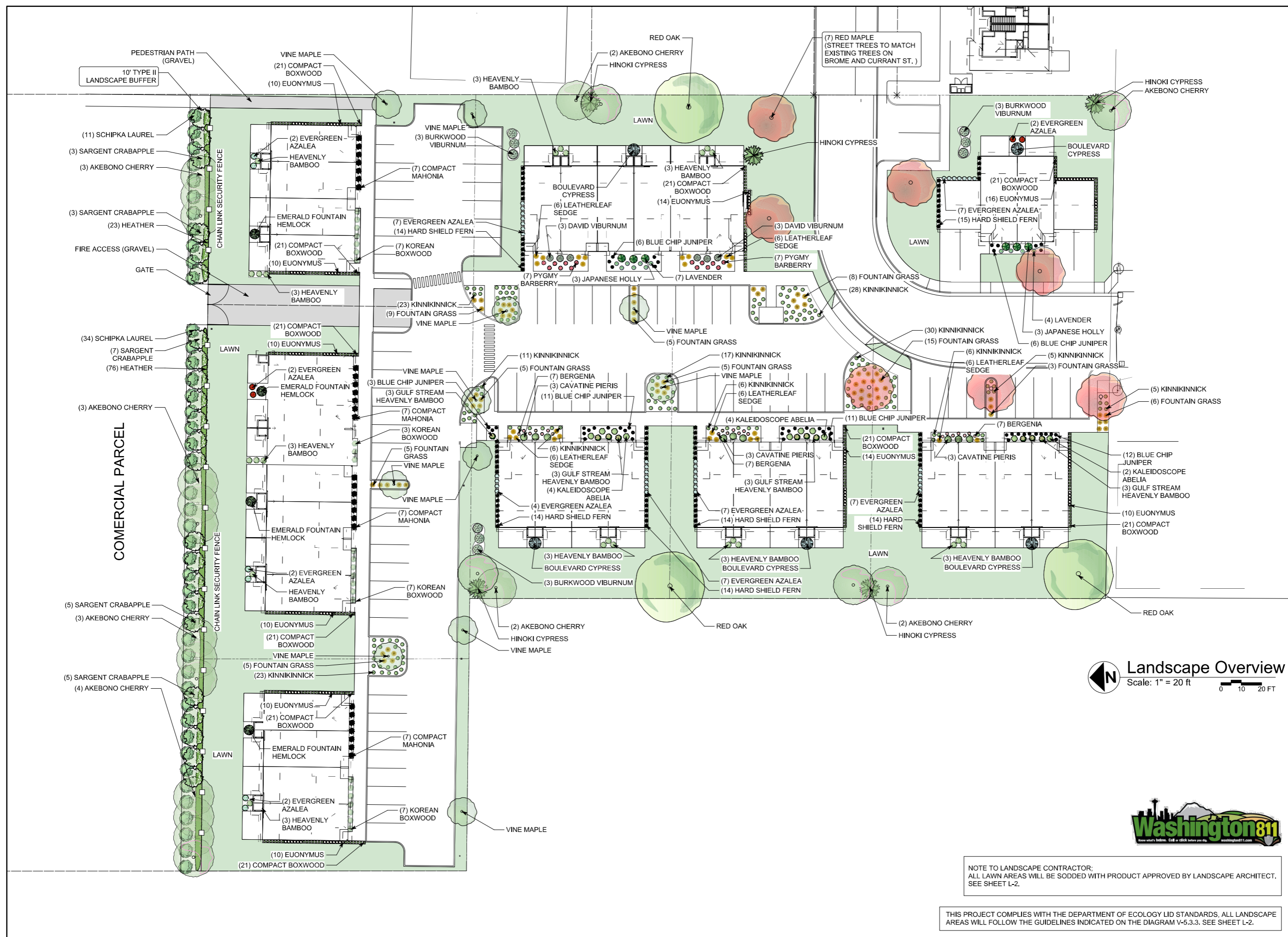
↑ North





Cascade Design Group
 P.O. Box 5938
 Bellingham, WA 98227
 Paul George
 Landscape Architect
 360-715-2119
 paulgeorge.cascade@gmail.com

Pacific Edge/Kooy
 Lynden, WA 98264



Landscape Overview
 Scale: 1" = 20 ft

NOTE TO LANDSCAPE CONTRACTOR;
 ALL LAWN AREAS WILL BE SODDED WITH PRODUCT APPROVED BY LANDSCAPE ARCHITECT.
 SEE SHEET L-2.

THIS PROJECT COMPLIES WITH THE DEPARTMENT OF ECOLOGY LID STANDARDS, ALL LANDSCAPE AREAS WILL FOLLOW THE GUIDELINES INDICATED ON THE DIAGRAM V-5.3.3. SEE SHEET L-2.

PROJECT START DATE	November 30th, 2020
REVISIONS	
	December 1st, 2020
	December 3rd, 2020
	December 10th, 2020
	December 11th, 2020
	March 1st, 2021
	April 8th, 2021



CITY OF LYNDEN

EXECUTIVE SUMMARY - FINANCE



Meeting Date:	July 19, 2021										
Name of Agenda Item:	Ordinance No. 1630 – Introduction of an Amendment to the 2021 Budget										
Section of Agenda:	Consent										
Department:	Finance										
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required								
Attachments:											
Ordinance No. 1630 – Amendment to the 2021 Budget											
Summary Statement:											
<p>Introduction of a 2021 Budget Amendment:</p> <p>As required by State regulations, the Finance Department would like to introduce a proposed amendment to the 2021 Budget.</p> <p>Increased Protective Inspections have resulted in additional expenditures requiring an increase to the budget in Fund 119.</p> <p>The amendment reflects Council authorized transactions.</p> <p>The following funds need to be modified:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center;">Adopted Budget</th> <th style="text-align: center;">Amended Budget</th> <th style="text-align: center;">Variance</th> </tr> </thead> <tbody> <tr> <td>Fund 119 Protective Inspections</td> <td style="text-align: center;">\$65,000</td> <td style="text-align: center;">\$140,000</td> <td style="text-align: center;">\$75,000</td> </tr> </tbody> </table> <p>The Finance Committee has reviewed this amendment in their July 19, 2021 meeting.</p>					Adopted Budget	Amended Budget	Variance	Fund 119 Protective Inspections	\$65,000	\$140,000	\$75,000
	Adopted Budget	Amended Budget	Variance								
Fund 119 Protective Inspections	\$65,000	\$140,000	\$75,000								
Recommended Action:											
For Information Only.											

ORDINANCE NO. 1630

AN ORDINANCE FOR THE CITY OF LYNDEN, WASHINGTON
AMENDING THE 2021 BUDGET
FOR THE CITY OF LYNDEN, WASHINGTON

WHEREAS, the budget of the City of Lynden for the year 2021 has been heretofore adopted by the City Council of the City of Lynden ("City"); and

WHEREAS, certain funds have been received, and expenses incurred, which were not included when the budget was adopted; and

WHEREAS, the City Council of the City of Lynden has considered this change and has fixed and determined the separate items thereof;

NOW, THEREFORE, the City of Lynden does ordain as follows:

Section A. That the final 2021 budget be and the same is hereby amended and that the appropriation totals of the 2021 Budget are changed as follows:

	Adopted Budget	Amended Budget	Variance
Fund 119 Protective Inspections	\$65,000	\$140,000	\$75,000

Section B. If any section, subsection, sentence, clause of 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.

Section C. This ordinance shall take effect and be in force from and after approved by the City Council and signed by the Mayor, otherwise, as provided by law and five (5) days after the date of its publication.

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	July 19, 2021	
Name of Agenda Item:	SCORE Contract update	
Section of Agenda:		
Department:	Police	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
Summary Statement:	South Correctional Entity (SCORE) 2022 rate amendment agreement. Rates are increasing by 3%, and the \$35 booking fee that had been suspended in 2021 is being reinstated.	
Recommended Action:	Recommend that the Mayor sign the contract amendment (3% fee increase only). No other substantive changes to the existing agreement.	



SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

June 21, 2021

Chief Steve Taylor
City of Lynden Police Department
203 19th Street
Lynden, WA 98264

Sent via Email: TaylorS@lyndenwa.org

Chief Steve Taylor:

In an effort to help reduce the financial impact stemming from the pandemic, SCORE chose to not increase any billing rates in 2021 and postponed implementing a \$35 booking fee. In March 2020, SCORE declared a state of emergency and removed the guaranteed bed requirement and billed only for actual bed use.

As described in recent conversations with your agency, effective January 1, 2022, SCORE's daily rates for guaranteed and non-guaranteed beds will increase by 3% and the booking fee will begin. Daily Rate Surcharges will remain unchanged from 2021.

Attached you will find SCORE's 2022 rate amendment for your review. For continued services in 2022, please sign and return the contract amendment by October 31, 2021. We look forward to our continued partnership and the opportunity to provide jail services to your community.

If you have any questions, please feel free to contact me directly.

Sincerely,

Devon Schrum, Executive Director
South Correctional Entity
Phone: (206) 257-6262
Email: dschrum@scorejail.org

Encl.

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of _____, **2021** (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the _____ (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Interlocal Agreement for Inmate Housing between the Parties dated _____, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

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

Daily Housing Rates

General Population – Guaranteed Beds	\$131.84	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$189.52	

Daily Rate Surcharges:

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

<u>Booking Fee</u>	\$35.00
--------------------	---------

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

- 2. SECTION 1. DEFINITIONS:**
 - a. **Commencement Date.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective **January 1, 2022**. This Amendment to Original Agreement may be executed in any number of counterparts.
- 3. RATIFICATION AND CONFIRMATION.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

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

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

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

Attention: Devon Schrum, Executive Director

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: (206) 257-6262

Telephone:

Fax: (206) 257-6310

Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum

Name:

Title: Executive Director

Title:

CITY OF LYNDEN

EXECUTIVE SUMMARY - FINANCE



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Ordinance No. 1629 – Line of Credit Renewal	
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 type="checkbox"/> Review Not Required	
Attachments:		
Ordinance No. 1629 – Line of Credit Renewal Notes A & B		
Summary Statement:		
<p>Ordinance No. 1231 was approved by council on May 2, 2005. It allowed the city to have a revolving line of credit. The notes have provided interim financing for capital projects such as the Water Reservoir project (for DWSRF reimbursement), Arterial Street capital improvements, Police Station Acquisition/Remodel (prior to issuance of permanent financing), and East Lynden Sewer Sub-Basin improvement projects. Presently, outstanding balances on the line of credit consist of several funds awaiting reimbursement money. The line of credit is available to provide interim financing for Street Capital Construction projects. These projects are secured by grant and/or other intergovernmental funding on a reimbursement basis. Since 2005, Ordinance No. 1231 has been amended by Ordinance No. 1261, 1295, 1319, 1355, 1376, 1400, 1420, 1444, 1467, 1485, 1510, 1534, 1558 and 1588 each authorizing an extension of the maturity date of the notes. The City received an offer from Banner Bank to extend the maturity date of the notes from July 31, 2021 to July 31, 2022 at a rate of 2.85%, which is a 0.79% decrease from the previous rate. The closing date is anticipated to be July 29, 2021.</p> <p>The City's Bond Counsel and Finance Director have reviewed this proposal prior to its review by the Finance Committee on July 19, 2020.</p> <p>The Finance Committee approved the renewal in their June 19th, 2021 meeting and has forwarded the Ordinance to the full Council.</p>		
Recommended Action:		
That the Council approve Ordinance No. 1629 as presented and authorize the Mayor's signature.		

ORDINANCE NO. 1629

AN ORDINANCE OF THE CITY OF LYNDEN, WASHINGTON,
FURTHER AMENDING ORDINANCE NO. 1231 TO EXTEND
THE MATURITY OF THE CITY'S REVENUE BOND
ANTICIPATION NOTE, 2005A (REVOLVING) AND ITS
LIMITED GENERAL OBLIGATION BOND AND GRANT
ANTICIPATION NOTE, SERIES 2005B (REVOLVING).

WHEREAS, the City of Lynden, Washington (the "City") adopted Ordinance No. 1231 on May 2, 2005, providing for the issuance of the City's Revenue Bond Anticipation Note, Series 2005A (Revolving) ("Note-2005A") and its Limited Tax General Obligation Bond and Grant Anticipation Note, Series 2005B (Revolving) ("Note-2005B" and together with the Note-2005A, the "Notes"), originally issued on May 13, 2005 and both having an original date of May 13, 2006, in the aggregate principal amount of not to exceed \$5,000,000 for the purpose of making improvements to facilities of the City, in anticipation of loans and grants specified therein; and

WHEREAS, subsequent to May 13, 2005, the City passed Ordinance No. 1261 extending the maturity and changing the interest rate, Ordinance No. 1295 increasing the maximum amount, extending the maturity and changing the interest rate, Ordinance No. 1319 extending the maturity and changing the interest rate, Ordinance No. 1355 extending the maturity and changing the interest rate, Ordinance No. 1376 extending the maturity and changing the interest rate, Ordinance No. 1400 extending the maturity and changing the interest rate, Ordinance No. 1420 extending the maturity and changing the interest rate, Ordinance No. 1444 extending the maturity and changing the interest rate, Ordinance No. 1467 decreasing the maximum amount, extending the maturity and changing the interest rate; Ordinance No. 1485 extending the maturity; Ordinance No. 1510 extending the maturity and changing the interest rate, Ordinance No. 1534 extending the maturity and changing the interest rate, Ordinance No. 1558 extending the maturity and changing the interest rate, Ordinance No. 1588 extending the maturity, and Ordinance No. 1606 increasing the maximum amount, extending the maturity and changing the interest rate; and

WHEREAS, the Notes were reissued on July 31, 2020 to Banner Bank, Burlington, Washington, as successor to Skagit State Bank (the "Bank"); and

WHEREAS, the City has received a proposal from the Bank dated June 14, 2021 (the "Proposal") to further extend the maturity of the Notes and increase the maximum principal amount upon certain conditions; and

WHEREAS, it is now in the best interests of the City to accept the Bank's Proposal;

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

Section 1. Amendment to Ordinance No. 1231. Section 3 of Ordinance No. 1231 as amended by Ordinance Nos. 1261, 1295, 1319, 1355, 1376, 1400, 1420, 1444, 1467, 1485, 1510, 1534, 1558, 1588 and 1606 is hereby further amended to read as follows (additions are underscored and deletions are shown as stricken):

(c) *Terms of the Note-2005A.* The Note-2005A shall be designated as the “City of Lynden, Washington Revenue Bond Anticipation Note, 2005A (Revolving),” shall be dated as of the date of its original issuance, shall be issued as a single instrument, fully registered as to both principal and interest, shall be in the denomination of not to exceed \$2,100,000; subject, however, to the further limitation that the aggregate principal amount outstanding of the Note-2005A and the Note-2005B (hereinafter authorized) may not at any time exceed the sum of \$2,100,000, shall be numbered N-1A and shall bear interest at fixed interest rate of 2.85% to May 13, 2006 and delivery, the fixed rate of 4.16% from May 13, 2006 through May 11, 2007 and the fixed rate of 3.95% from May 12, 2007 to May 13, 2008 and the fixed rate of 2.90% from May 13, 2008 to May 13, 2009 and the fixed rate of 2.75% from May 13, 2009 to May 13, 2010 and the fixed rate of 2.75% from May 13, 2010 to June 22, 2011 and the fixed rate of 2.25% from June 23, 2011 to June 26, 2012 and the fixed rate of 2.15% from June 27, 2012 to June 23, 2013 and the fixed rate of 2.05% from June 24, 2013 to July 23, 2014 and the fixed rate of 2.15% from July 24, 2014 to July 24, 2016 and the fixed rate of 2.31% from July 25, 2016 to July 27, 2017 and the fixed rate of 2.81% from July 28, 2017 to July 30, 2018 and the fixed rate of 3.75% from July 31, 2018 to July 30, 2020 and the fixed rate of 3.64% from July 31, 2020 to July 30, 2021 and the fixed rate of 2.85% from July 31, 2021 to final maturity (computed on the basis of the actual number of days elapsed over a year of 360 days) on the unpaid principal balance and the outstanding principal balance and all unpaid and accrued interest shall be payable in full at maturity on ~~July 31, 2021~~ July 31, 2022. The interest rate on Note-2005A is subject to adjustment as follows: if the interest on Note-2005A is subsequently determined to be no longer federally tax-exempt, then the interest rate on Note-2005A shall be adjusted to ~~4.64~~ 3.61% effective as of the date of loss of tax-exempt status.

(d) *Terms of the Note-2005B.* The Note-2005B shall be designated as the “City of Lynden, Washington Limited General Obligation Bond and Grant Anticipation Note, 2005B (Revolving),” shall be dated as of the date of its original issuance, shall be issued as a single instrument, fully registered as to both principal and interest, shall be in the denomination of not to exceed \$2,100,000; subject, however, to the further limitations that the aggregate principal amount outstanding of the Note-2005A and the

Note-2005B may not at any time exceed the sum of \$2,100,000 and that the aggregate principal amount outstanding of the Note-2005B may not exceed LGO Capacity as of the date of any Draw made thereunder, shall be numbered N-1B and shall bear interest at the fixed rate of 2.85% to May 13, 2006, the fixed rate of 4.16% from May 13, 2006 through May 11, 2007 and the fixed rate of 3.95% from May 12, 2007 to May 13, 2008 and the fixed rate of 2.90% from May 13, 2008 to May 13, 2009 and the fixed rate of 2.75% from May 13, 2009 to May 13, 2010 and the fixed rate of 2.75% from May 13, 2010 to June 22, 2011 and the fixed rate of 2.25% from June 23, 2011 to June 26, 2012 and the fixed rate of 2.15% from June 27, 2012 to June 23, 2013 and the fixed rate of 2.05% from June 24, 2013 to July 23, 2014 and the fixed rate of 2.15% from July 24, 2014 to July 24, 2016 and the fixed rate of 2.31% from July 25, 2016 to July 27, 2017 and the fixed rate of 2.81% from July 28, 2017 to July 30, 2018 and the fixed rate of 3.75% from July 31, 2018 to July 30, 2020 and the fixed rate of 3.64% from July 31, 2020 to July 30, 2021 and the fixed rate of 2.85% from July 31, 2021 to final maturity (computed on the basis of the actual number of days elapsed over a year of 360 days) on the unpaid principal balance, and the outstanding principal balance and all unpaid and accrued interest shall be payable in full at maturity on ~~July 31, 2021~~ July 31, 2022. The interest rate on Note-2005B is subject to adjustment as follows: if the interest on Note-2005B is subsequently determined to be no longer federally tax-exempt, then the interest rate on Note-2005B shall be adjusted to ~~4.643~~ 6.1% effective as of the date of loss of tax-exempt status.

(e) *Draws.* The Notes are intended to be revolving obligations; however, the principal amount outstanding under the Notes may never exceed \$2,100,000, and, provided, further, the aggregate principal amount of any Draw made under the Note-2005B (together with all other principal amounts then outstanding under the Note-2005B) may never exceed LGO Capacity as of the date of the Draw. The available principal of the Notes shall be disbursed as borrowings and re-borrowings from time to time by the Bank upon request from the City (each such disbursement herein referred to as a “Draw”). Draws shall be recorded on the Loan Draw Record attached to the respective Note, or in such other form as the City and the Bank may agree. Interest on each Draw shall accrue from the date of that Draw and shall be computed on the basis as described above on the principal amount of the Draw outstanding for the actual number of days the principal amount of the Draw is outstanding. The City hereby covenants that it will never request a Draw under the Note-2005B if the amount of that Draw, together with the principal balance then outstanding would exceed LGO Capacity. The LGO Capacity as of the date of this ordinance, pledged and committed to be available for the Note-2005B is ~~\$17,181,918~~ \$24,170,868, and the Bank may rely upon this representation until the City delivers written notice of a change in LGO Capacity.

Section 2. Bank Proposal. The City hereby approves and accepts the Bank Proposal. Upon closing, reissuance and delivery of the Notes, the City shall pay to the Bank an amount of \$600.00 for its legal review costs in connection with the reissuance of the Notes, which payment shall be made by check, wire transfer or other mutually acceptable means to the Bank.

Section 3. Information to be Provided to Bank. As long as the Notes are outstanding, the City will provide to the Bank the financial information of the City as the Bank from time to time may reasonably request, including the City's annual financial statements/reports, audit reports, and audited financial statements, as available.

Section 4. Ordinance and Laws a Contract with the Bank. Ordinance No. 1231, as amended, and as further amended by this amendatory ordinance is passed under the authority of and in full compliance with the Constitution and laws of the State of Washington, including Title 35 of the Revised Code of Washington, as amended and supplemented. In consideration of the loans made by the Bank, evidenced by the Notes, the provisions of Ordinance No. 1231, as amended, and as further amended by this amendatory ordinance, and of said laws shall constitute a contract with the Bank, and the obligations of the City and its City Council under said laws and under Ordinance No. 1231, as amended, and as further amended by this amendatory ordinance, shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein and in the Notes set forth shall be for the equal benefit of the Bank and any permitted transferee or assignee.

Section 5. Confirmation of Ordinance No. 1231, as amended. Ordinance No. 1231, as amended by Ordinance Nos. 1261, 1295, 1319, 1355, 1376, 1400, 1420, 1444, 1467, 1485, 1510, 1534, 1558, 1588, 1606 and as further amended by this amendatory ordinance is hereby ratified and confirmed.

Section 6. Authorization of City Officials. The proper City officials are authorized to deliver new Notes to the Bank reflecting the terms of this amendatory ordinance.

Section 7. Effective Date. This ordinance shall be in effect five days after its publication as provided by law.

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

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

503321850 v1

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Interlocal Agreement with Whatcom County for Economic Development Investment Program Grant and Loan Funds to Improve West Front Street to All Weather Street Standards	
Section of Agenda:	Consent	
Department:	Public Works	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		<u>Legal Review:</u>
		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	1) Resolution No. 1019 2) Interlocal Agreement with Whatcom County for EDI Funding for West Front Street	
Summary Statement:	<p>The City of Lynden has received a combination grant/loan from Whatcom County’s Economic Development Investment (EDI) Fund for the reconstruction of West Front Street to City “all-weather” standards with widened shoulder and no parking strip, curb, or gutter. In 2020 the City passed Resolution 1019 as part of the application to Whatcom County for EDI funding, but was unsuccessful, in part due to COVID-19. The City reapplied earlier this year (2021) with a scaled down version of the project and was successful in receiving both EDI Board and Whatcom County Council support. The combination 1/3 grant, 2/3 loan is for a total of \$2M rather than the previous \$3M application. This street is a federally classified street and identified as a City “impact fee funded” street and has been designed for future widening to full arterial standard should federal funding become available.</p> <p>The attached interlocal agreement was approved by the Whatcom County Council on July 13, 2021. The City will repay the \$1,333,333 loan using a combination of TBD, Impact Fees and General Funds.</p>	
Recommended Action:	That City Council authorize the Mayor’s ’s (or Mayor Pro Tem, if mayor recuses) signature, on the attached Interlocal Agreement with Whatcom County for EDI funding of West Front Street Improvements.	

RESOLUTION NO. 1019

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF WHATCOM COUNTY ECONOMIC DEVELOPMENT INVESTMENT PROGRAM GRANT AND LOAN FUNDS TO IMPROVE WEST FRONT STREET TO CITY ARTERIAL STANDANDS

WHEREAS, the City identified west Front Street as an impact fee street in the adopted Transportation Element of the 2016 approved Comprehensive Plan; and

WHEREAS, the current street between Duffner Ditch and Tromp Road was never constructed to all-weather street standards, is in poor condition, and does not provide for freight mobility or non-motorized use normally associated with commercial activity; and

WHEREAS, the City requested and Whatcom Council of Governments (WCOG) recommended adding west Front Street to the list of Federally Classified streets in the County stating that it would “improve safety, efficiency and mobility in this increasingly important commercial industrial section of the City”; and

WHEREAS, Washington State Department of Transportation concurred with the WCOG recommendation and whereas Federal Highway Administration (FHWA) approved the addition of west Front Street as an Urban Minor Arterial (route 8169); and

WHEREAS, improvements to west Front Street are consistent with the concurrency provisions of the City of Lynden’s Capital Facility Plan Element of the Comprehensive Plan; and

WHEREAS, Whatcom County has established the Economic Development Investment (EDI) Program which uses a rebate of locally collected sales taxes to finance a revolving loan and grant program to encourage creation or retention of private sector jobs; and

WHEREAS, local governments are eligible to apply for EDI funds for the construction and rehabilitation of publicly owned infrastructure including streets and utilities which enable or encourage the creation or retention of private sector businesses and jobs in Whatcom County; and

WHEREAS, the improvement of west Front Street is consistent with the criteria of the EDI funding program guidelines and will facilitate the growth of both established and prospective industries and jobs in the area; and

WHEREAS, City of Lynden applied for Whatcom County (EDI) Funds to finance west Front Street Arterial Standard improvements and the EDI Board has recommended funding in the form of a twenty-year (20) loan of \$2,000,000 at a 1% interest rate along with a grant of \$1,000,000.

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

Section 1: The Lynden City Council does hereby authorize the application and acceptance of Whatcom County Economic Development Investment (EDI) grant and loan funds to finance the west Front Street Arterial Improvements project and further authorizes the City to enter into an agreement with Whatcom County for project funding.

Section 2: The City agrees that the use of EDI Funds will improve west Front Street to City Arterial Street Standards allowing the full development of commercial business-zoned land to expand along this important corridor.

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 March 2, 2020.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE OF 7 IN FAVOR AND 0 IN OPPOSITION AND SIGNED BY THE MAYOR THIS 2nd DAY OF MARCH 2020.

Gary L Bode
Mayor Pro-Tem Gary Bode

ATTEST:

Pam Brown
City Clerk Pam Brown

APPROVED AS TO FORM:

Bob Carmichael
City Attorney Bob Carmichael

Whatcom County
Contract No.
202106036

**Economic Development Investment Program
Interlocal Loan & Grant Agreement**

I PARTIES

This Agreement is made by and between **Whatcom County** (hereinafter referred to as **the County**), and the City of Lynden (hereinafter referred to as **the City**).

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, Subsection C, REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the West Front Street Arterial Improvement Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment C).

IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.

B. The **City** will construct the Project. The Project will be partially funded by a **\$1,333,333 loan from the Whatcom County Public Utilities Improvement Fund, a \$666,667 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the City and other sources as outlined in Attachment C. The Project improvements, when complete, will be owned and maintained by the City.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the

Project to further these goals.

D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and City facilities in the state of Washington.

E. The County has created the EDI Board to review applications for loans and grants from the Public Utilities Improvement Fund and to make recommendations for Public Utilities Improvement Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.

F. The EDI Board has reviewed the City’s application for Public Utilities Improvement Funds and has recommended approval to the Whatcom County Council.

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of \$1,333,333 and a grant in the amount of \$666,667, for a total of \$2,000,000. A copy of the EDI application for this project is attached by reference to this Agreement.

H. The Whatcom County Council reviewed the recommendation and approved a loan to the City from the Public Utilities Improvement Fund in the amount of \$1,333,333, and a grant to the City from the Public Utilities Improvement Fund in the amount of \$666,667.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.

J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

V MUTUAL CONSIDERATION

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County’s financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.

A. CITY OF LYNDEN RESPONSIBILITIES:

The City hereby agrees as follows:

(i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the City shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the City’s application for EDI funding.

(ii) The City shall be responsible for all aspects of the design and construction of the project.

(iii) The City shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The City will comply with all applicable laws, rules and regulations

relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.

(iv) The City shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

(v) The City shall repay the loan in full in accordance with the terms of Section V.C below and the amortization schedule set forth in Attachment A, attached hereto.

B. WHATCOM COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:

(i) COUNTY LOAN—The County shall *loan* One Million Three Hundred Thirty-three Thousand Three Hundred and Thirty-three dollars and Zero Cents (\$1,333,333) for the Project described herein (the "Loan"). This Loan shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City, available upon written request after approval and execution of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in (iii) Payout of Loan and Grant Funding.

(ii) COUNTY GRANT—The County shall issue a *grant* to the The City for up to Six Hundred Sixty-Six Thousand Six Hundred Sixty-seven Dollars and Zero Cents (\$666,667) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City upon approval of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in (iii), Payout of Loan and Grant Funding, below.

(iii) PAYOUT OF LOAN AND GRANT FUNDING—The County shall pay out the loan and grant funding to the City up to a maximum of Two Million Dollars and Zero Cents (\$2,000,000) of the total project costs. This amount shall be paid in accordance with Attachment B, attached hereto. Disbursements of grant and loan funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.

(iv) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The City agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

C. REPAYMENT OF COUNTY LOAN—The City shall repay the Loan as follows:

(i) The term of the Loan shall be **twenty (20)** years, commencing from the date that the County disburses the Loan proceeds to the City. Interest shall accrue on the unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.

(ii) The City will make loan payments to the County annually on or before the anniversary date of receiving loan proceeds in accordance with the attached amortization schedule (Attachment A). Loan payments must be delivered to the Whatcom County Executive Department, Suite 108, 311 Grand Avenue, Bellingham, WA 98225.

(iii) Failure to make the payment in the required amount by the date it is due according to the amortization schedule hereto attached shall constitute an event of default by the City. In the event that the City fails timely to make a Loan payment hereunder, the County shall notify the City of the failure and the City shall have fourteen (14) days to cure its failure. At the option of the County, such an event of default and the City's failure to cure within the stated

time period is a sufficient basis upon which the County may take action to collect the amount that is delinquent, and if the County takes action to collect pursuant to this provision, the City shall pay to the County not only the amount owing, but also any collection of reasonable costs incurred by the County. Furthermore, if the City fails to make a payment on the Loan within thirty (30) days of the date it is due, and if the County has provided the City with the notice provided for in this section, then the County may choose to declare the remaining balance of the loan due and owing.

(iv) There is no prepayment penalty should the City desire to retire this debt early, either in whole or in part.

VI RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the City in the undertaking of a project of this nature. All City records pertaining to this Agreement and the Project work shall be retained by the City for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the City which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the City nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the City in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

VIII TERMINATION

If the City fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

A. TERMINATION FOR CAUSE— If the City fails to comply with the terms and conditions of this Agreement, the County will give notice to the City in writing of its failure to comply. The City will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the City into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. the event of default by the City and a failure by the City to cure as provided for herein, the

County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the City may take such remedial actions under the law as are available to cure the default, including specific performance.

B. TERMINATION FOR OTHER GROUNDS—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

X INTEREST OF MEMBERS OF THE COUNTY AND THE CITY OF LYNDEN

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

To the extent permitted by law, the City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Agreement.

XII ASSIGNABILITY

The City shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

XIII NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

XIV CONTRACT MODIFICATIONS

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the City.

XV SEVERABILITY

If any Portion of this Agreement is changed per mutual agreement or any Portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

XVI NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO THE CITY: Steve Banham, Public Works Director
City of Lynden
300 4th Street
Lynden, WA 98284

TO COUNTY: Brad Bennett, Finance Manager
c/o Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

XVII INTEGRATION

This Agreement contains all terms and conditions to which the County and the City agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this loan and grant transaction. There are no other oral or written agreements between the City and County as to the loan and grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

Attachment A						
WHATCOM COUNTY						
EDI Loan City of Lynden						
West Front Street						
		Principal			\$1,333,333	
		Interest Rate			1.00%	
		Term (20 years)			20	
#	Year	Beginning	Payment	Interest	Principal	Ending
1	2022	\$1,333,333	(\$73,887)	13,333	(\$60,554)	\$1,272,779
2	2023	\$1,272,779	(\$73,887)	12,728	(\$61,159)	\$1,211,620
3	2024	\$1,211,620	(\$73,887)	12,116	(\$61,771)	\$1,149,849
4	2025	\$1,149,849	(\$73,887)	11,498	(\$62,389)	\$1,087,460
5	2026	\$1,087,460	(\$73,887)	10,875	(\$63,012)	\$1,024,448
6	2027	\$1,024,448	(\$73,887)	10,244	(\$63,643)	\$960,805
7	2028	\$960,805	(\$73,887)	9,608	(\$64,279)	\$896,526
8	2029	\$896,526	(\$73,887)	8,965	(\$64,922)	\$831,603
9	2030	\$831,603	(\$73,887)	8,316	(\$65,571)	\$766,032
10	2031	\$766,032	(\$73,887)	7,660	(\$66,227)	\$699,805
11	2032	\$699,805	(\$73,887)	6,998	(\$66,889)	\$632,916
12	2033	\$632,916	(\$73,887)	6,329	(\$67,558)	\$565,358
13	2034	\$565,358	(\$73,887)	5,654	(\$68,233)	\$497,125
14	2035	\$497,125	(\$73,887)	4,971	(\$68,916)	\$428,209
15	2036	\$428,209	(\$73,887)	4,282	(\$69,605)	\$358,604
16	2037	\$358,604	(\$73,887)	3,586	(\$70,301)	\$288,303
17	2038	\$288,303	(\$73,887)	2,883	(\$71,004)	\$217,299
18	2039	\$217,299	(\$73,887)	2,173	(\$71,714)	\$145,585
19	2040	\$145,585	(\$73,887)	1,456	(\$72,431)	\$73,154
20	2041	\$73,154	(\$73,886)	732	(\$73,154)	\$0

Attachment B

The City of Lynden – West Front Street Arterial Improvement Project
 Loan and Grant Draw Down Requirements

The \$666,667 grant funding will be disbursed prior to any loan funding, as follows:

The City of Lynden will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

The \$1,333,333.00 loan will be disbursed as follows:

Following the disbursal of all grant funds, the loan funds will be made available for application to the project by warrant within 30 days of receipt of written request from Steve Banham, Public Works Director of the City of Lynden, and sent to the Whatcom County Executive's office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. The request will include the full loan amount (\$1,333,333.00), and a reference to the contract number assigned to this Interlocal Agreement. Repayment of the loan will begin one year from the disbursement date and follow the schedule noted in Attachment A.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Public Hearing for Ord 1625 – Amending LMC Titles 1 and 12	
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 type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
Proposed amendment to LMC Titles 1 and 12. Draft Ord 1625.		
Summary Statement:		
<p>In May of 2019 the City Council identified a desire to update the municipal code to remove or revise some sections which were no longer necessary.</p> <p>Although revisions were drafted, the details of the amendments related to the serving of alcohol and horse taxies proved to be more complicated than initially thought and the amendment stalled. In an effort to conclude this item the proposed amendments were brought to the Community Development Committee meeting on April 21, 2021.</p> <p>The Committee concluded discussion by requested that staff move forward only with the revisions to Title 1 regarding the City’s datum point and Title 12 regarding a requirement for oil drip pans.</p> <p>The attached draft of Ordinance 1625 amends the Lynden Municipal Code as requested.</p>		
Recommended Action:		
Motion to approve Ordinance 1625 amending portions of Titles 1 and 12 of the Lynden Municipal Code and authorize the Mayor’s signature on the ordinance.		

Ordinance No. 1625

AN ORDINANCE OF THE CITY OF LYNDEN AMENDING CHAPTER 1.12 AND 14.16.050 OF THE LYNDEN MUNICIPAL CODE REGARDING DATUM PLANE AND DRIPPING OF PETROLEUM

WHEREAS, the City is responsible for enacting regulations that protect the health, safety and general welfare of the citizens of Lynden; and

WHEREAS, the City of Lynden finds it necessary to amend regulations from time to time ensure orderly review of codes within the City.

WHEREAS, from time-to-time certain chapters of the Lynden Municipal Code need updating to provide clarification and to reflect changes that have been identified as outdated.

WHEREAS, LMC Section 1.12 states: 1.12 - Datum Plane

1.12.010 - Datum plane established—Location.

There is established a datum plane for the city. Said plane shall be a level plane ninety-five feet below the United States Geological Survey benchmark of the Lynden State Bank building on the northerly side of Front Street between Fourth and Fifth Streets, and all grades and elevations shall be recorded as a definite number of feet or feet and inches above said datum plane.

(Ord. 56 § 1, 1909).

WHEREAS, LMC Section 12.16.050 states: 12.16.050 - Dripping petroleum products on pavement prohibited.

Except for motorcycles, no owner or operator of any motor vehicle, shall leave said motor vehicle standing upon any paved street or alley in the city unless such motor vehicle is provided with a drip pan or some other contrivance to effectually prevent the dripping on the pavement of petroleum products from said machine. Motor vehicle owners will be liable for costs to repair damage to pavements.

(Ord. 154 § 3, 1914).

WHEREAS, the City has identified the above noted sections of code to be outdated and has determined that they should be removed from the Lynden Municipal Code.

WHEREAS, the amendments to Chapters 1.12 and 12.16.050 are procedural and are exempt from SEPA review under WAC 197-11-800 (20); and

WHEREAS, the proposed amendments were reviewed and discussed with the Community Development Committee; and

WHEREAS, the proposed amendments were introduced to the Lynden City Council on July 6, 2021 and a date for a public hearing was set; and

WHEREAS, on July 19, 2021, the Lynden City Council held a public hearing to accept public testimony on the proposed amendments and to consider the matters of record to that date; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNDEN, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1: LMC 1.12 – Datum Plane – to be deleted in its entirety as follows:

~~1.12.010 – Datum plane established—Location.~~

~~There is established a datum plane for the city. Said plane shall be a level plane ninety five feet below the United States Geological Survey benchmark of the Lynden State Bank building on the northerly side of Front Street between Fourth and Fifth Streets, and all grades and elevations shall be recorded as a definite number of feet or feet and inches above said datum plane.~~

~~(Ord. 56 § 1, 1909).~~

Section 2: LMC Section 12.16.050 – Dripping Petroleum products on pavement prohibited; to be deleted in its entirety as follows:

~~Except for motorcycles, no owner or operator of any motor vehicle, shall leave said motor vehicle standing upon any paved street or alley in the city unless such motor vehicle is provided with a drip pan or some other contrivance to effectually prevent the dripping on the pavement of petroleum products from said machine. Motor vehicle owners will be liable for costs to repair damage to pavements.~~

~~(Ord. 154 § 3, 1914).~~

Section 3 Severability. 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, then the original ordinance or ordinances shall be in full force and effect.

Section 4 Effective Date. This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor, otherwise as provided by law, five days after the date of its publication.

PASSED by the City Council this _____ day of July 2021. Signed by the Mayor on this _____ day of _____, 2021.

SCOTT KORTHUIS, MAYOR

ATTEST:

PAM BROWN, CITY CLERK

APPROVED TO AS FORM:

ROBERT CARMICHAEL, CITY ATTORNEY

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	July 19, 2021	
Name of Agenda Item:	City Administrator Employment Agreement	
Section of Agenda:	New Business	
Department:	Administration	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
<u>Legal Review:</u>	<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	City Administrator Employment Agreement	
Summary Statement:	<p>At its July 6 Council meeting, the City Council confirmed the appointment of John Williams as the successor to City Administrator Mike Martin and authorized the Mayor to negotiate an employment agreement with him. The attached document is the result of those negotiations.</p> <p>Notably, it includes an annual salary of \$141,743, which is the 8th step on a 10-step salary scale. He will receive annual Cost of Living Adjustments consistent with those all City Department heads receive. He will also receive a \$300/month car allowance, and accrue twenty days of vacation annually, along with standard City benefits (health, retirement etc.) received by all non-represented employees.</p> <p>Mr. Williams is expected to join the City in mid-August, but a definite date is not yet confirmed.</p>	
Recommended Action:	Approve the attached Employment Agreement between John Williams and the City of Lynden.	

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT
BETWEEN
JOHN WILLIAMS AND THE CITY OF LYNDEN

1. PARTIES

1.1 This Agreement is entered into this 20th day of July, 2021, by and between the City of Lynden, Washington, a non-charter optional municipal code city, hereinafter referred to as “City” and John Williams for the mutual benefits to be derived.

2. RECITALS

2.1 The Mayor and City Council of the City have gone through a managed selection process to identify and select a qualified individual to fill the position of City Administrator.

2.2 It is the desire of the Mayor and City Council to employ the services of John Williams as City Administrator, and it is the desire of John Williams to accept employment as City Administrator.

2.3 Both parties desire to establish and delineate the terms and conditions of employment, and in consideration of the mutual covenants contained herein agree to the following terms.

3. COMMENCEMENT OF EMPLOYMENT

3.1 Agreement. The City hereby agrees to employ John Williams as its City Administrator, and John Williams hereby agrees to accept said employment in accordance with the terms and conditions of this Agreement.

3.2 Term. Mr. Williams’ employment shall commence effective as of DATE, 2021, and shall continue unless terminated in the manner provided in this Agreement. Mr. Williams understands that the City has expended effort and money to secure his employment and agrees to commit to a term of employment of not less than two (2) years from the commencement of employment unless otherwise terminated by the City as hereinafter provided. Mr. Williams agrees that the two-year commitment is reasonable, acknowledges that his failure to honor said

two-year term can cause irreparable harm to the City, and agrees to the reimbursement schedule set forth in Section 7.3 below.

4. SALARY AND PERFORMANCE REVIEW

4.1 Salary. Starting salary for Mr. Williams commencing DATE 2021, shall be set at Step 8 on the City’s salary scale, which is \$141,743 annually. On January 1, 2022, that amount will be increased to the standard Cost of Living Adjustment (COLA) that is offered to other City Department Heads. On January 1, 2023, Mr. Williams’ salary shall move to Step 9, plus the annual COLA, and so forth until reaching the top Step 10. Each year after reaching the top step, Mr. Williams’ salary will increase on January 1 by the annual COLA as described above. Such salary shall be paid in accordance with the normal and usual procedure for general employees of the City.

4.2 Performance Review. Mr. Williams’s performance shall be reviewed after the first year of employment and annually thereafter unless the City and Mr. Williams mutually agree to a more frequent period. The City and Mr. Williams agree that the parties shall annually develop goals and objectives upon which Mr. Williams shall be evaluated for the coming year.

5. DUTIES

5.1 Generally. Mr. Williams shall perform all the functions and duties of the City Administrator, including such duties as are set forth in Lynden Municipal Code 2.05.030, and such other legally permissible and proper duties and functions as the City Council and Mayor shall from time to time assign.

5.2 Meeting Attendance. Mr. Williams shall attend all City Council meetings unless excused by the Mayor in advance. In addition, Mr. Williams shall also be required to attend certain nighttime meetings, with the same excusal exception. These meetings may include Civil Service Commission meetings and other City Commissions and Boards. Said meetings are an integral part of the duties of the position and have been and are included in the consideration in establishing the salary to be paid to Mr. Williams.

6. BENEFITS

6.1 Sick Leave/Vacation Holidays. Mr. Williams shall accrue sick leave at the rate of eight (8) hours per month and vacation leave at the rate of twenty (20) days per year. A five (5) day bank of both sick leave and vacation shall be “front loaded” and immediately available

upon employment. Vacation shall be accrued thereafter consistent with the practice for all City Department heads. Mr. Williams shall be entitled to paid holidays as are established by City policies.

6.2 Membership Dues. The City shall pay membership dues for professional organizations, including but not limited to the International City Managers Association and Washington City Managers and Administrators and a subscription to professional publications on behalf of the City Administrator as are specifically authorized by the City Council through the budget process.

6.3 Professional Enhancement Costs. The City shall pay and/or reimburse Mr. Williams the costs of attending seminars, and such other professional enhancement courses as may be provided for in the annual budget. Necessary expenses to attend such meetings shall be reimbursed in accordance with adopted City policies for reimbursement of employee-incurred expenses.

6.4 Transition Costs. The City shall reimburse Mr. Williams for reasonable moving expenses incurred in moving his household goods from Moses Lake to Lynden to a maximum limit of \$7,000. All funds described herein shall be available upon presentation of a written request with verification of expenses and shall be consistent with adopted City expense reimbursement policies.

6.5 Car Allowance and Mileage. The City shall provide a monthly allowance of \$300 for automobile expenses incurred by Mr. Williams use of his personal vehicle. Additionally, the City agrees to pay for mileage at the current IRS allowance as it now exists or may be adjusted in the future for trips beyond Whatcom County for City-related training, seminars, conferences and other city-related business. Mr. Williams will be responsible at all times for full and proper maintenance and insurance costs of the vehicle.

6.6 Medical Benefits. The City shall provide medical, dental and vision insurance for Mr. Williams and his dependents, and other fringe benefits in a manner and amount generally provided for all non-represented employees. Insurance shall be effective in accordance with City policies.

6.7 Retirement. Mr. Williams will be in the PERS plan as described in the Public Employees Retirement Act and its revisions, or as an alternative, Mr. Williams may elect to be covered by any other deferred compensation or retirement plan available to public employees in the State of Washington, provided that any cost above the PERS contribution will be deducted from the base salary paid to him.

7. TERMINATION OF EMPLOYMENT

7.1 By City. It is recognized that this Agreement is a contract for personal services. Mr. Williams acknowledges that he is an “at will” employee and agrees that the City may terminate him with or without cause at any time.

7.1.1 Severance Pay. In the event that the City elects to terminate Mr. Williams for any reason other than “cause,” Mr. Williams shall receive the equivalent of ninety (90) days compensation from the date of termination of employment. If Mr. Williams is terminated for willful misconduct, including but not limited to fraud, embezzlement, or theft or for being under the influence of alcohol while on duty, Mr. Williams will be deemed terminated for “cause” and shall not be entitled to severance pay.

7.2 By City Administrator. In the event Mr. Williams shall terminate his employment with the City for any reason, or if permitted to terminate this Agreement by law, Mr. Williams agrees that he shall provide the City with not less than sixty (60) days prior notice of the effective date of such termination in order to afford the City a reasonable opportunity to find an interim or replacement City Administrator. In the event a replacement is found who is able to commence employment prior to the expiration of this 60 day notice period, the parties agree that they shall, in good faith, negotiate an earlier termination date.

7.3 Termination Prior to Expiration of Commitment Period. If Mr. Williams terminates his employment with the City prior to the expiration of the two-year commitment as specified in Section 3.2 above and such termination is not by mutual agreement of the parties or a result of breach of any term or condition of this agreement by the City, Mr. Williams agrees to reimburse the City the amount of moving expenses referred to in Paragraph 6.4 hereof.

8. RESIDENCE REQUIREMENT

8.1 Terms. The City Code requires that the City Administrator reside within the City limits of Lynden. Mr. Williams agrees to do so no later than twelve months after commencing his employment, unless the Mayor agrees to extend that time.

9. GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement.

9.2 Modification. The parties hereby further agree that this Agreement can be amended or modified only with the written concurrence of both parties.

9.3 Illegality. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the City shall have the right at its sole option to continue the Agreement or declare the Agreement void and enter into negotiations with Mr. Williams for the execution of a new personal service agreement.

9.4 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington.

9.5 Notices. Any notices required to be given under this Agreement shall be delivered or mailed to the following parties at the following address:

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

City Administrator: Address as shown on the most current City Roster at the time of mailing.

Notices may be delivered either personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three days after the date of mailing.

DATED AND SIGNED THIS _____ day of _____, 2021.

CITY ADMINISTRATOR

CITY OF LYNDEN

JOHN WILLIAMS

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

ATTORNEY FOR THE CITY OF LYNDEN

John Williams represents and acknowledges that he has read this Agreement in its entirety and has had an opportunity to study and review the Agreement and has been advised that he as a right to consult independent counsel concerning this Agreement, and that he has had the opportunity to do so. John Williams expressly waives his right to review by independent counsel and agrees to the terms hereof by signing below. (Strike out the preceding sentence relating to waiver of right to consult counsel if the agreement is reviewed by independent counsel and have counsel sign below.)

John Williams

DATE

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Draft Parks Committee Minutes June 21, 2021	
Section of Agenda:	Other Business	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
ES-Draft Parks Committee Minutes June 21, 2021		
Summary Statement:		
See Next page		
Recommended Action:		
For Council Review		

CITY OF LYNDEN



PARKS DEPARTMENT
Vern Meenderinck, Parks Director
(360) 354 - 6717

PARKS COMMITTEE AGENDA June 21, 2021

1. ROLL CALL:

Members Present: Mayor Korthuis(teleconference); Councilors Ron DeValois, Nick Laninga, and Mark Wohlrab

Staff Present: City Administrator Mike Martin; Parks Director Vern Meenderinck; Parks Admin. Assistant Nancy Norris; and Brent DeRuyter Park Maintenance Supervisor, Steve Banham Public Works Director.

Community Members Present: Rex Worland

2. ACTION ITEMS:

A. Approval of Parks Committee Minutes- May 17, 2021

DeValois asked for a motion to approve the May 17, 2021, Parks Committee minutes. Wohlrab motioned to approve the minutes and Laninga approved the motion.

Action: *The Parks Committee Minutes from May 17, 2021, were approved*

B. Motion to move City Park License agreement to full council.

Parks Committee reviewed the City Park License agreement with Lynden Christian Schools a map sketch showing affected area was reviewed as well.

Action: *DeValois asked for a motion to forward the agreement to full council Wohlrab motioned to forward the agreement to full council for approval, Laninga concurred. The City Park license agreement was recommended to full council.*

C. Affirm the selection of SHKS Architects for the Benson Barn Renovation.

Had 2 companies with varied ideas and expertise.

Steve, Heidi, Ron, and Vern did interviews with the companies and recommend selecting the firm from SHKS Architects.

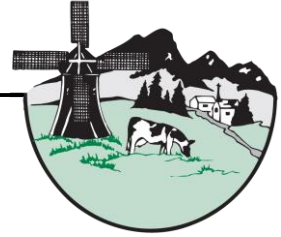
PW Director Banham share with the Parks Committee the reasons they choose SHKS Architects.

Action: *Parks Committee agreed to contract with SHKS Architects to oversee the Barn Renovation Project.*

D. Dickinson House Rental

Advertise for City Employees first. Parks Committee's first choice would be to have a City Employee occupy the home.

CITY OF LYNDEN



PARKS DEPARTMENT

Vern Meenderinck, Parks Director
(360) 354 - 6717

What price should we ask? No decision on what the rental fees should be, this is up for further discussion.

What duties should be included? Undecided

Other ideas/comments: recommend structural, heating, electrical, appliances inspection repairs, painting, flooring etc.... prior to renting.

Action: Parks Committee asked for a formal inspection to be performed on the house, to have an idea of any repairs upgrades that might need to be done prior to renters occupying the home.

E. **Quote for 2 robot mowers for Dickinson**

1 or 2, or do we want the renters to maintain a portion?

Action: Table to next meeting.

3. **INFORMATION ITEMS:**

A. **Glenning property**

Picnic tables have been delivered. Have located 21 trees to be planted on the perimeter. These items will be paid for with the additional funds raised by the committee.

B. **Updates on Parks projects:**

Benson Park

Firms selected for the Master Plan and Barn renovation

Dickinson Park

Met with R&E about trail location.

House should be available soon.

Glenning Property:

Covered under earlier sections of the agenda.

Depot to 8th Trail

Purchase agreement with VG Lumber for needed property is in the works.

There has been some positive progress between VG and the school district.

4. **ITEMS ADDED:**

Spray Park Wohlrab asked to coordinate hosting a spray park event once or twice a month.

Action: Parks Committee Directed Park Director Meenderinck to coordinate such events.

Meeting Adjourned 5:18pm.

NEXT MEETING DATE

July 19, 2021

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Public Works Committee Meeting Minutes July 07, 2021	
Section of Agenda:	Approval of Minutes	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
July 07, 2021 Draft Public Works Committee Meeting Minutes		
Summary Statement:		
Draft minutes for the July 07, 2021 Public Works Committee meeting.		
Recommended Action:		
For Review		

CITY OF LYNDEN

PUBLIC WORKS DEPARTMENT

Main Number: (360) 354-3446



Public Works Committee Meeting Minutes

City Hall - 300 Fourth Street

4:00 PM July 07, 2021

Call to Order

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 Miriam Kentner

Public Present: Gary Vis

Action Items

1. Approve Minutes from June 09, 2021

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

Action:

The minutes from June 09, 2021, were approved.

2. Community Center Parking Lot Access Agreement - Wes Herman / Upper End LLC

Banham stated that he received an email from Wes Herman, owner of 110 5th Street and representing Upper End, LLC, requesting a parking agreement for the five spaces abutting the building. This building is located south of the Community Center parking lot and is not in the Historic Business District.

The Committee discussed the history of the building at length and reviewed the location and the draft "License Agreement for Shared Parking" presented by Banham. The Committee was enthusiastic about the redevelopment of the building and the ability of the City to support this by providing a parking agreement.

Banham stated staff is working with the City Attorney to review the agreement.

Action:

The Public Works Committee concurred and directed staff to work with Wes Herman and the City Attorney to finalize the License Agreement for Shared Parking.

3. Kode Kamp and Kamm PRD

Sandal explained that staff is working on an agreement for credit for water connection fees and transportation impact fees for those portions of the waterline and widened shoulder that are outside the developments but identified in each comprehensive plan.

Action:

The Public Works Committee concurred and directed staff to finalize the agreement for credit on water connection fees and transportation impact fees.

Information Items

4. Project Funding Results

Surface Transportation Block Grant (STBG): The Whatcom Council of Governments (WCOG) Transportation Technical Advisory Group Committee recommended a grant of \$800,000 to the City for Benson Road improvements from Sunrise Drive to Badger Road. The WCOG Executive Board meets on July 14 to formally approve the funding. The project is scheduled to be coordinated with the WSDOT construction of a compact roundabout tentatively scheduled for 2023.

Department of Ecology Stormwater Grants: The Northwest Washington Fairgrounds (\$660,224 grant) and 8th Street (\$644,959 grant / \$214,986 loan at 1.2%) projects have been selected for funding. The fairgrounds will supply the 25% match to the requested DOE (75%) grant funds. The construction is expected to start in 2022.

5. Kon Tree Aire Apartments Water Supply Update

The Draft Report of Examination for Lynden's application (S1-29376) to supply water to Kon Tree Aire Apartments with a portion of the EDB water right has been posted to the Department of Ecology website for comment. The comment period is open to the public for 30 days, ending July 23, 2021. The City will be reimbursed by Kon Tree Aire Apartments for all its costs. Possible hook up expected in late fall.

6. Water Usage During Heat Wave

Banham presented an exhibit showing the 2021 Daily Water Use and Storage. The Committee discussed the response of the Water Treatment Plant and the water usage during the record heat wave of 100 degree and higher temperatures from June 26 to 28. The Water Treatment Plant had to go offline and rebalance chemicals to assure the water met quality standards. The water plant and raw water intake pumps were able to keep up with the high-water usage.

7. Wastewater In-Line Testing for COVID Ending

Covid-19 testing from the City's wastewater system contract ends July 31, 2021. No further extensions are planned. The City has collected a significant amount of data which has also been provided to the University of Washington.

8. Website Updates

Banham briefly explained that updates have been made to the city website.

- Stormwater Management
- Transportation Benefit District-funded projects
- Cross Connection Control
- Various Other Improvements

9. PROJECTS

Managed Aquifer Recharge

Banham and Sandal reviewed the concept of the project which will take high flows out of the Nooksack River and infiltrate them into a groundwater aquifer. Staff explained that two potential sites are being considered. These sites are located on Washington State Department of National

Resources Land (DNR) land. Staff is arranging meetings with local tribes to provide updates on this project.

Korthuis explained that the Whatcom County Executive is interested in this project and has offered his assistance.

Industrial Condensate Outfall

The Committee discussed the Small Works Roster project installing sanitary sewer manholes along Hannegan Road beginning at Riverview Road and extending south. The Hannegan Manhole is scheduled to be installed in August.

Fire Station Renovation

Banham stated paving is scheduled to occur Thursday, July 8th. Overall, the Fire Station Renovation project even with a few small delays is progressing on schedule.

West Front Street

Staff is planning to advertise for the West Front Street project this fall pending County funding approval and review of materials availability (currently shortages of PVC pipe).

10. Street-Bonded Project Work Session

Korthuis stated he is preparing the Street Capital Projects Bond document for City Council and will bring the draft to the August Public Works Committee Meeting. This is similar to the street improvements that were done in the early 2000's under the previous mayor.

New Business:

Front Street Pin Oaks

The Committee discussed the Pin Oak trees located on Front Street. Bode stated as they continue to grow taller and out of space, they potentially become a safety hazard. Banham stated that Public Works staff is working with an arborist to determine the health of the trees and necessary actions.

Foxtail Street

Banham stated certified letters have been mailed to residents abutting the street detailing a proposed latecomer agreement for water and sewer utility and sidewalk improvements. These will benefit future development along Foxtail Street. Residents have contacted him expressing concern; however, no hearings have been requested.

Plant Maintenance Shop and Chamber of Commerce Storage

Vis inquired about potentially using some portion of a future Water and Wastewater maintenance shop for Chamber of Commerce storage. The Committee discussed the existing maintenance shop at the Wastewater Treatment Plant. Public Works is looking into upgrading those workspaces. One alternative is to construct a new facility on the vacant property near the six-million-gallon tank. The Committee liked the idea of a new facility similar to the equipment storage building at the Public Works Shop.

Adjournment: The meeting was adjourned at 5:21 p.m.

Next Meeting: August 4, 2021

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Public Safety Draft Minutes- July 1, 2021	
Section of Agenda:	Other Business	
Department:	Police	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Public Safety Draft Minutes- July 1, 2021	
Summary Statement:	Public Safety Draft Minutes- July 1, 2021 attached for review.	
Recommended Action:	For Council review.	

CITY OF LYNDEN

POLICE DEPARTMENT

Steve Taylor, Police Chief

(360) 354-2828



Public Safety Committee Meeting Minutes

Police Department - 203 19th Street

4:00 PM July 01, 2021

Call to Order

Roll Call

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

Staff Present: Chief Mark Billmire, Chief Steve Taylor, Support Services Manager Holly Vega
Absent: City Administrator Mike Martin

Approval of Minutes

1. Approval of June 10, 2021 meeting minutes

The minutes from the June 10, 2021 meeting were approved.

Items from the Audience

Scheduled/Unscheduled

None

Committee Items

2. Public Safety Overtime - June 2021

Police overtime for June was approximately 209 hours, down from last month. Hours included vacation and sick leave coverage, and training hours. Fire overtime report was not available yet, but probably down in June per Chief Billmire.

Fire Department Items

3. Fire Monthly Report - June 2021

Chief Billmire presented the monthly report for June. Fire prevention inspections continue, although hydrant testing was put on hold due to the heat and water conservation. Walk throughs were done at the Lynden cold storage unit and Americold. Average response time was back down, call volume average, 34 (23%) overlapping calls, 136 training hours.

4. Assistant Chief Recruitment Update

An offer letter has been sent to the candidate from Honolulu, now awaiting a signed acceptance, anticipated start date of October 1st.

5. Fire Station Renovation Update

Drywall is just about finished, still on schedule with projected completion in the first part of October.

6. Full Time Firefighter Testing

The process to establish an eligibility list will be started next week with testing and interviews anticipated in August. Per civil service rules, the list will be valid for 1 year.

7. 2021 Volunteer Recruitment

Interviews will be scheduled in the next few weeks for 3-4 candidates.

Police Department Items**8. Police Monthly Report - June 2021**

Chief Taylor presented the monthly report for June, noting domestic violence calls remain slightly on the high end of normal, probably due to fatigue, stress, and the excessive heat may be a factor. Officers responded to a noise complaint and recognized 2 subjects that had felony warrants. Officers also identified another subject on scene that was the suspect in a recent theft, based on tattoo recognition. After some negotiating, the 2 subjects were taken into custody without incident, and a confession was obtained for the theft case.

9. SCORE 2022 Update

South Correctional Entity (SCORE), our backup jail facility is increasing rates by 3% in 2022 and implementing a booking fee. The amendment will be presented at the next city council meeting.

Added Items**10. Body Worn Cameras**

Chief Taylor shared that during legislative discussions with Representative Alicia Rule's office he requested and was approved for State funding to purchase body worn cameras for all the patrol officers. The cost of approximately \$82,000 will cover the cameras, storage, and redaction software for 5 years.

11. Front Street Parking

The vehicle length limit for the angled parking is 21 feet.

12. Courtroom Security

Councilor Wohlrab would like to honor Judge Lewis' request to always have a police presence during Court sessions. Chief Taylor agreed and can put together a cost estimate to have an officer present at Court.

Adjournment

Meeting adjourned at 4:47 p.m.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	July 19, 2021	
Name of Agenda Item:	Calendar	
Section of Agenda:	Other Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: N/A
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	Outlook Calendar	
Summary Statement:	See next page.	
Recommended Action:	None	

July 19, 2021

Monday

73

All Day

Mike Vacation -- Out of Office

3:00 PM - 4:00 PM

Finance Committee Meeting -- City Hall 1st Floor Large Conference Room
Finance Committee Meeting

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

Thank you!

4:00 PM - 5:00 PM

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

7:00 PM - 9:00 PM

City Council Meeting -- City Annex Building
City of Lynden is returning to in-person meetings located at the city Annex building.

For questions/concerns please reach out to me.

Thank you.

Pamela (Pam) D. Brown, MMC, CPRO | City Clerk

City of Lynden

300 4th Street, Lynden, WA 98264

Direct: (360) 255-7085 | Email: brownpa@lyndenwa.org

Our Vision: Cultivating Exceptional Service for Our Extraordinary Community

We Value: Communication – Teamwork – Community – Excellence – Integrity

July 19, 2021 Continued

Monday

July 20, 2021

Tuesday

All Day

Mike Vacation -- Out of Office

Please See Above

4:00 PM - 5:00 PM

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

Please see information below for Online or Telephonic attendance.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 253-948-9362,,264976857#](#) United States, Tacoma

Phone Conference ID: 264 976 857#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

July 21, 2021

Wednesday

All Day

Mike Vacation -- Out of Office

Please See Above

All Day

Possible Jury Trial -- Annex Council Chamber; Annex North East Conference Room; Annex South East Conference Room; Annex East Training Room

4:00 PM - 5:30 PM

Community Development Committee Mtg -- City Hall 2nd Floor Conf Rm

July 22, 2021

Thursday

All Day

Mike Vacation -- Out of Office

Please See Above

7:00 PM - 9:30 PM

Planning Commission Meeting -- TBD

July 23, 2021

Friday

All Day

Mike Vacation -- Out of Office

Please See Above

July 24, 2021

Saturday

All Day

Mike Vacation -- Out of Office

Please See Above

July 25, 2021

Sunday

12:00 AM - 12:00 AM

Mike Vacation -- Out of Office

Please See Above

July 26, 2021

Monday

9:00 AM - 10:00 AM

Meeting: Vern/Mike -- Mike's Office

July 27, 2021

Tuesday

8:30 AM - 9:30 AM

Leadership Team Meeting -- To Be Determined

July 28, 2021

Wednesday

All Day

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

July 28, 2021 Continued

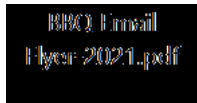
Wednesday

9:00 AM - 10:00 AM

Meeting: Mark/Mike -- Mike's office

12:00 PM - 1:30 PM

Wellness BBQ at City Park -- City Park



Please join us for our first Wellness BBQ of 2021!

See attachment for details.

August 2, 2021

Monday

7:00 PM - 9:00 PM

City Council Meeting -- Annex Building