



Mayor
Scott Korthuis

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

City Council Agenda - Regular Meeting
City Hall Annex, 205 4th Street
March 18, 2019

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Approval of Minutes

1. Draft Council Minutes - March 4, 2019

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. Chamber of Commerce 2019 Events

Public Hearing

Unfinished Business

New Business

4. Resolution 996 - Approving City Use of State Revolving Fund Loan for New Outfall at Wastewater Treatment Plant
5. Resolution 997 - Update to Compost Fees
6. Ordinance 1578 - Amend Chapter 13.12 Sewer System Regarding Industrial Users
7. Interlocal Agreement with City of Bellingham for Vector Waste Facility Use
8. Contract with Berk Consulting for the Pepin Creek Financial Mitigation Study

Other Business

- [9.](#) Draft Parks Committee Minutes – Feb. 19, 2019
- [10.](#) Public Safety Draft Minutes- March 5, 2019
- [11.](#) Public Safety Minutes- February 7, 2019
- [12.](#) Public Works Committee Meeting Minutes of March 6th, 2019
- [13.](#) Calendar

Executive Session

Adjournment

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	3/18/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Administration	
Contact Name/Phone:	Pam Brown 360.255.7085	
Council Committee Review:		
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	
<input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Other: N/A	
Attachments:		
Draft Minutes- March 4, 2019		
Name of Agenda Item:		
Draft Minutes- March 4, 2019		
Summary Statement:		
See next page.		
Recommended Action:		
For Council review.		

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

March 4, 2019

1. CALL TO ORDER

Mayor Korthuis called to order the March 4, 2019 regular session of the Lynden City Council at 7:00 p.m. at the Lynden City Hall Annex.

ROLL CALL

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

Members absent: Councilor Laninga absent with notice.

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

OATH OF OFFICE - None

APPROVAL OF MINUTES

Councilor Wohlrab moved and Councilor De Valois seconded that the minutes of February 19, 2019 be approved as presented. Motion approved on a 6-0 vote.

Mayor Korthuis took a moment to recognize and congratulate the basketball teams from Lynden Christian and Lynden High School for their participation in the State finals. The Lynden Christian boys team placed 4th, Lynden Christian girls team placed 2nd, the Lynden High School girls placed 4th and the Lynden High School boys team placed 1st. Mayor Korthuis stated that each of the teams represent the community very well.

ITEMS FROM THE AUDIENCE

Scheduled: None

Nonscheduled:

Dick Vandenberg, 983 VanDyk Road, Lynden

Mr. Vandenberg read a letter that he submitted to council members regarding a latecomer's agreement. Mr. Vandenberg is petitioning Council to direct City staff to collect latecomers from Bargaen Properties LLC. The letter making the request has been made a part of the official council file.

Mayor Korthuis stated that council will take Mr. Vandenberg's request under advisement and get back with Mr. Vandenberg.

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

Harlan Kredit, 707 Birch Street, Lynden

Mr. Kredit thanked the council members for their edits and comments to the letter he is submitting regarding the Glenning School Yard property proposal. He has been able to obtain signatures from most of the committee members and the original letter is submitted to the council file. Mr. Kredit stated that the Glenning School Yard Committee members have agreed to endorse and support the upcoming Lynden Parks and Recreation Bond that will be placed on the ballot sometime in 2019. Mr. Kredit stated that he and the Committee believe the preservation of this property are in the best interest of the community and the city.

The following people also spoke in support of the Glenning Schoolyard Proposal:

- Jeffrey Jansen, 2833 Leeward Way, Bellingham
- Ken Stremier, 401 S. BC Avenue, Lynden
- Chuck Robinson, 173 Rosemary Way, Lynden
- Bob Libolt, 125 Rosemary Way, Lynden
- David, Vis, 719 Edson Street, Lynden

Mayor Korthuis took a moment to outline the Glenning School Yard Committee’s proposal which will go before the Council in executive session at this meeting:

- Purchase the property for 1.45 million dollars.
- Glenning School Yard Committee contributes the funds already raised of \$400,000 with a commitment to raise an additional \$600,000.
- City will receive \$200,000 proceeds from the Park and Rec Bond and also contribute \$200,000 from city funds.
- The commitments will be fulfilled over the next one and half years but the purchase of the property from the Lynden School District must happen sooner, rather than later.

2. CONSENT AGENDA

Approval of Payroll Disbursed – February 16-28, 2019

Paychex EFT	\$251,323.16
City of Lynden EFT	\$57,859.19
Warrant Liability	\$56,737.60
	<hr/>
	\$365,919.95

Approval of Claims – March 7, 2019

Manual Warrants No. <u>72580</u> through <u>72582</u>	\$10,691.15
EFT Payment Pre-Pays	\$0.00
	<hr/>
Sub Total Pre-Pays	\$10,691.15
Voucher Warrants No. <u>72583</u> through <u>72609</u>	\$122,868.22
EFT Payments	0.00
	<hr/>
Sub Total	\$122,868.22
Total Accts. Payable	\$133,559.37

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Re-appointment of Historic Preservation Commissioners

The Lynden Historic Preservation Commission (LHPC) terms for Mark Bratt and Denny DeMeyer expired on December 31, 2018, however, both have expressed a willingness to serve another term. Both Mark and Denny were appointed to the original LHPC in 2016 and have contributed valuable architectural and historical expertise to the Commission as Lynden's historic preservation program was becoming established.

Appointments to the LHPC are made by the Mayor and confirmed by the City Council. It is the Mayor's recommendation that both Mark Bratt and Denny DeMeyer be re-appointed to another three-year term.

Councilor Bode moved and Councilor Strengholt seconded to approve the Consent Agenda. Motion approved on 6-0 vote.

Mayor Korthuis thanked Mark Bratt and Denny DeMeyer for their past service and their willingness to remain on the Lynden Historic Preservation Commission.

3. PUBLIC HEARING

Ordinance No. 1574, Pepin Creek Zoning Amendment

The planning of the Pepin Creek Sub-area represents a significant multi-step project. One aspect of the project is to create zoning categories and overlays which take into account the City's growth priorities, housing density goals, infrastructure requirements, and community character. The proposed zoning text amendments will come forward to the City Council in three separate ordinances.

Ordinance 1574 proposes amendments within the three land development chapters which accommodate the proposed code and promote consistency throughout zoning categories. Notably, it also provides a city-wide update to the methodology for measuring building setbacks. Currently the City measures setbacks to the farthest extent of the building (usually the eave). This update will dictate that, beginning April 1, 2019, setbacks be measured to foundations as is the industry standard.

The current proposals come forward after careful review that has included public survey results, input from local real estate agents and builders, detailed work sessions with the Planning Commission and Community Development Committee.

On January 24, 2019 the Planning Commission held a public hearing and recommended approval of the amendments described in Ordinance 1574, 1575, and 1576.

It should be noted that while these ordinances create the zoning categories they do not assign them to properties within the sub-area. These assignments will be subsequently adopted through the sub-area plan later this year. A draft of this plan was released on September 12, 2018 and is available on the City's website.

At this time staff would like to request that the City Council consider and approve these amendments to Chapters 17, 18, and 19 of the land development code for the accommodation of the Pepin Creek Sub-area.

Mayor Korthuis opened the Public Hearing at 7:27 p.m.

There were no comments.



Mayor Korthuis closed the Public Hearing at 7:27 p.m.

Councilor Lenssen moved and Councilor De Valois seconded to approve Ordinance 1574 which amends Chapters 17, 18, and 19 of the Lynden Municipal Code to accommodate the addition of the Pepin Creek Sub-area zoning categories and overlays and authorize the Mayor's signature on the document. Motion approved on 6-0 vote.

Ordinance No. 1575, Pepin Creek Subarea

Ordinance 1575 addresses the Pepin Creek Sub-area specifically by describing the permitted uses within the subarea, establishing the zoning category of Residential Multi-family-Pepin Creek (RM-PC), and the zoning overlays of Senior Housing Overlay and a Neighborhood Commercial Overlay.

At this time staff would like to request that the City Council consider and approve this amendment to Chapter 19 of the land development code for the accommodation of the Pepin Creek Sub-area.

Mayor Korthuis opened the Public Hearing at 7:28 p.m.

There were no comments.

Mayor Korthuis closed the Public Hearing at 7:28 p.m.

Councilor Lenssen moved and Councilor Strengholt seconded to approve Motion to approve 1575 which amends Chapter 19 of the Lynden Municipal Code to add the Pepin Creek Sub-area zoning categories and overlays and authorize the Mayor's signature on the document. Motion approved on 6-0 vote.

Ordinance No. 1576, Residential Mixed Density (RMD)

The planning of the Pepin Creek Sub-area represents a significant multi-step project. One aspect of the project is to create zoning categories and overlays which consider the City's growth priorities, housing density goals, infrastructure requirements, and community character.

The current proposals come forward after careful review that has included public survey results, input from local real estate agents and builders, detailed work sessions with the Planning Commission and Community Development Committee.

It should be noted that while these ordinances create the zoning categories they do not assign them to properties within the sub-area. These assignments will be subsequently adopted through the sub-area plan later this year. A draft of this plan was released on September 12, 2018 and is available on the City's website.

At this time staff would like to request that the City Council consider and approve this amendment to Chapter 19 of the land development code revising the Residential Mixed Density zoning category city-wide and for the accommodation of the Pepin Creek Sub-area.

Mayor Korthuis opened the Public Hearing at 7:30 p.m.

There were no comments.



Mayor Korthuis closed the Public Hearing at 7:30 p.m.

Councilor Lenssen moved and Councilor Strengholt seconded to approve Ordinance 1576 which amends Chapter 19.16 of the Lynden Municipal Code to revise the standards associated with the Residential Mixed Density (RMD) zoning category city-wide and in anticipation of the development of the Pepin Creek Sub-area. Motion approved on 6-0 vote.

Ordinance No. 1577, Pepin Creek Moratorium Extension

In December of 2018 the City Council voted to amend the Comprehensive Plan and establish the Pepin Creek Sub-area. Next month the City Council will consider the adoption of zoning categories created for the sub-area.

Later this spring the Sub-area plan, originally released on September 12, 2018, will go to a public hearing before the Planning Commission and City Council. The plan designates zoning categories within the sub-area, addresses known flood hazards and constraints, and presents financial analysis on development in the area.

The subarea plan does not determine the full benefit area of flood protection that the Pepin Creek channel project provides. Nor does it determine the proportionate share of the project that properties within the subarea must contribute. These elements are linked specifically to channel design and both must be determined prior to permitting development in the subarea. Critical to this point, the engineering design team has been exploring alternative channel designs which may decrease the cost of construction and risk. These efforts of determining final channel design and proportionate share are expected to require the duration of the next 6 months.

As these final elements are defined and executed, City staff recommends that the moratorium on construction and development within the Pepin Creek area be continued an additional 6 months from the current date of expiration of March 9, 2019.

City staff would like to request that the City Council consider and approve Ordinance 1577 regarding the extension of the Pepin Creek Moratorium.

Mayor Korthuis opened the Public Hearing at 7:32 p.m.

Kathy Stanford, 1322 Birch Bay Lynden Road, Lynden spoke in favor of the ordinance. She asked council to be reminded that Lynden has a serious need of affordable housing.

Mayor Korthuis closed the Public Hearing at 7:35 p.m.

Councilor Lenssen moved and Councilor Strengholt seconded to approve Ordinance 1577 extending the existing moratorium of development on those properties previously identified within the Pepin Creek Sub-area for an additional six months. Motion approved on 6-0 vote.

4. UNFINISHED BUSINESS- None



5. NEW BUSINESS

Resolution No. 995-Authorizing Benefits to Elected Officials

The City offers two plans for health insurance benefits to City employees through the Association of Washington Cities (AWC) Benefit Trust. Under the Trust guidelines, elected officials may also have access to these plans if they meet certain criteria established by the Trust's Board of Trustees. The attached resolution, if approved, will do a few things:

- 1) Allow the Mayor to purchase health insurance through the AWC Trust.
- 2) Allow Councilmembers to purchase health insurance through the AWC Trust, provided 50% of all elected officials enroll in one of the two plans.

Elected officials will only have access to plans currently offered to City employees. All health insurance premiums would be paid by the elected official.

Councilor Kuiken moved and Councilor Strengholt seconded to approve Resolution 995 authorizing elected officials to enroll in the health insurance plans offered to City Employees.

6. OTHER BUSINESS

Council Committee Updates

Councilor Lenssen reporting for the Community Development Committee, involving the discussion of:

- Changes to Lynden's design requirements, LMC Chapter 19.
- Pepin Creek consulting fees and how they can be funded.
- Councilor Strengholt added that street trees were also discussed.

7. EXECUTIVE SESSION

Council recessed into executive session at 7:45 p.m. to discuss a potential litigation matter and also a potential acquisition of real estate. It was anticipated that the executive session would last approximately 20 minutes total and that a decision would be made.

The Council meeting reconvened at 8:05 p.m.

Councilor De Valois moved and Councilor Strengholt seconded to direct the Mayor to negotiate a purchase and sale agreement, along the lines of the March 4, 2019 letter from Harlan Kredit, with the Lynden School District and to come back to Council with a proposal. Motion approved on 6-0 vote.

8. ADJOURNMENT

The March 4, 2019 regular session of the Lynden City Council adjourned at 8:05 p.m.

Pamela D. Brown, City Clerk

Scott Korthuis, Mayor

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	3/18/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Finance	
Contact Name/Phone:	Anthony Burrows (360) 354-2829	
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: _____		
Attachments:		
None		
Name of Agenda Item:		
Approval of Payroll and Claims		
Summary Statement:		
<p>RCW 42.24.180 sets forth the conditions for issuance of warrants or checks before Council approval. The auditing officer and the City officers designated to sign the warrants shall have an official duty for the faithful discharge of his or her duties.</p> <p>The City Council has adopted contracting, hiring, purchasing, and disbursing policies that implement effective internal controls; and shall provide for its review of the documentation supporting claims paid for its approval of all warrants issued in payment of claims and/or payroll at regularly scheduled public meetings within one month of issuance.</p> <p>The City Council shall require that if, upon review, it disapproves some claims and/or payroll, the auditing officer and the officer designated to sign the warrants or checks shall jointly cause the disapproved claims to be recognized as receivables and to pursue collection diligently until the amounts disapproved are collected or until the City Council is satisfied and approves the claims and/or payroll.</p> <p>The Finance Committee and/or full City Council may stipulate that certain kinds or amounts of claims and/or payroll should not be paid before the City Council has reviewed the supporting documents.</p>		
Recommended Action:		
Approve the payment of City Payroll and Claims.		

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	3/18/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Police	
Contact Name/Phone:	Jeremy Bos / 360-255-7792	
Council Committee Review:		
<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Public Safety	
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	
Attachments:		
Chamber of Commerce list of 2019 events		
Name of Agenda Item:		
Chamber of Commerce list of 2019 events		
Summary Statement:		
Chamber of Commerce list of 2019 events attached for Council review.		
Recommended Action:		
Approve the Chamber of Commerce 2019 events.		



March 5, 2019

Mayor Scott Korthuis
Gary Bode
Ron Devalois
Gerald Kuiken
Nick Laninga
Brent Lenssen
Kyle Strengholt
Mark Wolrahb

City of Lynden Mayor and Councilmembers
300 Fourth St.
Lynden, Washington 98264

Dear Mayor Korthuis and members of the Council,

The Lynden Chamber of Commerce, in partnership with the City of Lynden, annually organizes and promotes various events within the Lynden community. These events are viewed by many individuals, both within the community and visitors alike, as symbolic of the commitment of the City of Lynden and the members of the Lynden Chamber of Commerce to maintain the delicate balance between sustainable growth and preserving the best of our small-town heritage.

Festivals and Events included by the Lynden Chamber of Commerce Events in the 2019 Event Calendar are as follows:

- Whatcom Home and Garden Show: March 1-3; NWWF
- Spring Craft and Antique Show: March 14-16; NWWF
- Whatcom County Youth Fair: April 5-6; NWWF
- International Plowing Match: May 18; Berthusen Park
- Farmers Day Parade: June 1; Front Street /downtown
- Loyal Order of Camels Fishing Derby: June 8; City Park
- Northwest Raspberry Festival: July 19-20, downtown Lynden
- Antique Tractor Show and Threshing Bee: Aug 1- Aug 3; Berthusen Park
- Northwest Washington Fair: August 12-17; NWWF

- Lynde 500: September 2; Downtown
- Puget Sound Toy Tractor Show: September 28; NWWF
- Model Railroad Show: October 5-6; NWWF
- Lynden Music Festival: October 9-12, various locations
- Fall and Craft and Antique Show: October 17-19; NWWF
- Lighted Christmas Parade: December 7, NWWF, Fairway Center, Downtown.

The 2019 events organized by the Lynden Chamber of Commerce, with assistance from the City of Lynden, are scheduled to include the following dates, times and street closures:

- The Lynden Farmers Day Parade: Saturday, June 1; 5:00 a.m.
 Street Closure: Front St. from 3rd to 17th; 3rd from Front to Grover, Grover from Front to B.C.
 All side streets from 3rd to B.C. between Front and Grover
 4th St. and 7th St. Parking lots
 8Request Riverview closed to through traffic
 *Request closure of new street on Front near 11th
- The Northwest Raspberry Festival: Friday, July 19 and Saturday July 20
 Street & Lot Closure: Thursday, July 18th, Beginning at 6:00 p.m. Wednesday, July 17th
 Parking lots at 7th St. and north of Front between 5th and 6th
 East parking area on 4th between Front St. and Grover
 East Parking area on 5th between Front St. and Grover
 6th St. from Front to alley with access for Post Office deliveries

 Street Closure: Friday, July 19th, Front St. from 3rd to 7th Beginning at 4:00 a.m.
 All side streets from 3rd to 6th from Front to Grover
 4th, 5th and 7th Street parking lots
 East side of 7th Street north of Front to Grover

 Street Closure: Saturday, July 20th, Front Street 3rd to B.C. Beginning at 5:00 a.m.
 All side streets from Front to BC, from Front to alley (access for emergency vehicles will be maintained at 7th, 10th and B.C.)
 4th, 5th and 7th Street parking lots
 *Request closure of new street off Front near 11th
 *Request Riverview closed to through traffic
- The Northwest Lighted Christmas Parade/ Sinterklaas: Saturday, December 7
 Front St. from 3rd to 19th beginning at 4 p.m.
 18th St. from 17th to Front
 Emergency vehicle access will be maintained at 7th, B.C. Avenue, 17th and 18th

- *Request closure of new street of Front near 11th
- *Request Riverview closed to through traffic

Physical assistance provided by the City of Lynden includes:

- Use, placement and removal of barricades
- Use and placement of "No Parking" signs
- Street cleaning pre- and post- event
- Assistance with pick up, set up and return of various event-related infrastructure
- Banner placement

The Lynden Chamber of Commerce continues to maintain communication prior, during and post-events with City of Lynden Fire, Parks, Planning, Police and Public Works departments as needed. The Lynden Chamber will continue to work with various city departments to ensure the best possible experience for event attendees as well as citizens of the community in regards to traffic-related issues. As has occurred in prior years, the Lynden Chamber of Commerce will work with City of Lynden agencies to communicate with outside entities, such as the WTA, WSDOT and WCFD 21 in communicating street closures and increased or irregular traffic patterns.

The Lynden Chamber of Commerce will submit a \$5 million per/ \$20 million aggregate insurance policy listing the City of Lynden as secondary insured, exceeding the City of Lynden policy.

In conjunction with these and various other community events, banners promoting these activities are placed along Front St. at two locations; just east of Sixth and Front and at the intersection of 19th and Front. By City of Lynden ordinance, banners may be placed 2 weeks prior to an event and must be removed within the week following an event. The Lynden Chamber will coordinate placement of these banners with the City of Lynden Public Works street crew. It is anticipated that the following timeframe will be utilized:

Week of May 13 to 17: Farmer Day Parade; 6th and 19th

Week of June 24 to June 28: Northwest Raspberry Festival, 6th and 19th

Week of July 15 to 19: Puget Sound Antique Tractor and Machinery Association; 6th and 19th

Week of August 5 to 9: Lynden Pioneer Museum Lindy 500; 6th

Week of November 11 to 15: Lynden Lighted Christmas Parade; 6th and 19th

The Lynden Chamber of Commerce has worked with various entities to streamline the placement and removal of banners in addition to requesting the banners be constructed to a standard 30' x 3, riveted and double stitched.

The Lynden Chamber continues to assist community non-profit and other non-commercial entities transition from over-street banners to the light pole banners. Our efforts will continue, utilizing both Chamber funding sources as well as funds provided to the Chamber from the City of Lynden. New to 2019 is the 11 pole banner locations on Riverview, although not all may be utilized this year.

The Lynden Chamber of Commerce staff continues working in partnership with numerous organizations and businesses in providing advice, coordination, material and services for events throughout the community. We are anticipating working with over 40 various groups this year alone, utilizing Chamber staff expertise and knowledge in addition to physical chamber resources such as signs, costumes, canopies and other event related infrastructure.

We look forward to continuing our successful and mutually beneficial partnership with the City of Lynden, community entities, schools and others whose efforts and energy each contribute to the unique and special events that make Lynden such a wonderful place to live, work and play.

Sincerely,

Gary Vis
Executive Director
Lynden Chamber of Commerce

CC: Steve Banham
John Billister
Mark Billmire
Anthony Burrows
Heidi Gudde
Vern Meenderinck
Mike Martin

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	3/18/2019	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Department:	Public Works	
Contact Name/Phone:	Steve Banham / 255-5512	
Council Committee Review:		
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		
Attachments:		
Resolution No. 996 and Signed Opinion of Legal Counsel		
Name of Agenda Item:		
Resolution No. 996 Approving City Use of State Revolving Fund Loan for New Outfall at Wastewater Treatment Plant		
Summary Statement:		
<p>Staff applied for a Department of Ecology State Revolving Fund loan to finance the construction of a new Wastewater Treatment Plant outfall to replace the existing outfall. The City received a 20-Year loan offer of \$1,427,234 at an interest rate of 1.5%. The Department of Ecology requires a Resolution by the City Council authorizing the loan and a review of the loan agreement by the City Attorney.</p> <p>The Public Works Committee reviewed this resolution at their March 6th meeting and concurred to recommend approval to the full City Council.</p>		
Recommended Action:		
Approve Resolution No. 996 Approving City Use of a Department of Ecology State Revolving Fund Loan to construct a new outfall at the Wastewater Treatment Plant, and authorize the Mayor's signature.		

A RESOLUTION APPROVING CITY OF LYNDEN USE OF STATE REVOLVING FUND (SRF) LOAN NUMBER WQC-2018-LYNDPW-00026 FOR CONSTRUCTION OF A NEW OUTFALL FOR THE LYNDEN WASTEWATER TREATMENT PLANT

WHEREAS, the Department of Ecology, a Washington state Agency, has established a state Revolving Fund (SRF) for providing financial assistance for municipal work; and

WHEREAS, the City of Lynden applied for an SRF Loan to finance the construction of a new Waste Water Treatment Plant outfall to replace the existing outfall; and

WHEREAS, the City has received a twenty-year loan offer of \$1,427,234 at a 1.5% interest rate from the SRF and desires to participate in this program; and

WHEREAS, the State Department of Ecology requires the governing body to approve the scope of work and the use of SRF Loan Funds for that work;

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

Section 1: The City of Lynden City Council does hereby authorize and approve the use of a Department of Ecology (DOE) SRF Loan to finance the design and construction of a new WWTP Outfall and further authorizes the Mayor to enter into a loan agreement with DOE for this work and take other such action as necessary and relevant to the SRF Loan Program.

Section 2: If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this code and each section, regardless of whether any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if for any reason this Resolution is declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 3: This Resolution shall be in full force and effect on _____, 2019.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE OF ____ IN FAVOR AND ____ IN OPPOSITION, AND SIGNED BY THE MAYOR THIS ____ DAY OF _____, 2019.

Mayor Scott Korthuis

ATTEST:

City Clerk Pam Brown

APPROVED AS TO FORM:

City Attorney Bob Carmichael

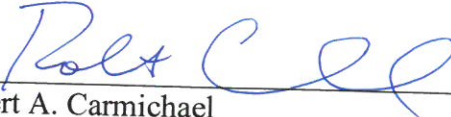
ATTACHMENT 1: OPINION OF THE CITY OF LYNDEN'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of The City of Lynden [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- F. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.



Robert A. Carmichael
CITY OF LYNDEN's Legal Counsel

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	3/18/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Public Works	
Contact Name/Phone:	Steve Banham / 255-5512	
Council Committee Review:		
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		
Attachments:		
Resolution No. 997		
Name of Agenda Item:		
Resolution No. 997 Update to Compost Fees		
Summary Statement:		
<p>Public Works staff is planning to accept credit card payments for compost with a point of sale system. Finance has reviewed and supports the use of this system. This payment system will make purchases easier for customers, increase sales and reduce administrative effort, but will add cost to each transaction. The City collected just over \$3800 in compost sales in 2018. The attached resolution increases the purchase amount for compost (rates were last increased in 2017) to cover the cost of the credit transactions.</p> <p>The Public Works Committee reviewed this resolution at their March 6th meeting and concurred to recommend approval to the full City Council.</p>		
Recommended Action:		
Approve Resolution No. 997 to Update Compost Fees and authorize the Mayor's signature.		

**A RESOLUTION AMENDING PORTIONS OF
RESOLUTION NO. 969
REGARDING COMPOST FEES
AND RATES FOR PUBLIC WORKS EQUIPMENT
OF THE LYNDEN MUNICIPAL CODE
FOR THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON**

WHEREAS, the City Council of the City of Lynden has determined that certain fees in Section ~~21~~, and Section ~~3~~ of Resolution No. ~~845-969~~ need to be amended; therefore,

BE IT RESOLVED by the City Council of the City of Lynden, Whatcom County, Washington that the following fees be amended as follows:

Section 1: Miscellaneous Public Works Related Penalties and Fees – Amending Section ~~2-1~~ of Resolution No. ~~845-969~~ - Compost:

Category	Amount	Fee
Citizens	Self-serve – Limited Quantities (under ½ Yard Per Visit	No Charge
Any customer	1 st yard free, then per yard charge up to 50 cubic yards/Year	\$11.00 <u>12.00</u> /cubic yard + tax
Any customer	50 to 100 cubic yards/Year	\$8 <u>9.00</u> /cubic yard + tax
Any customer	100 to 299 cubic yards/Year	\$7 <u>8.00</u> /cubic yard + tax
Any customer	300 or more cubic yards/Year	\$6 <u>7.00</u> /cubic yard + tax

Section 2: Rates for City Equipment – Amending Section 3 of Resolution No. 845:

1	Vactor	\$130.00
2	Sweeper	\$100.00
3	Backhoe	\$ 35.00
4	Tractor/Mower	\$ 30.00
5	Mini Excavator	\$ 30.00
6	Flat bed or Dump Truck	\$ 30.00
7	Bucket Truck	\$ 75.00
8	Utility Truck	\$ 30.00
9	Asphalt Roller	\$ 30.00
10	Jumping Jack Compactor	\$ 15.00
11	Sewer Camera	\$ 80.00
	Labor for Operating Equipment – Per Person, Per Hour	\$35.00

Section 3: BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

Section 4: 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 resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional, and if, for any reason this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 5: This Resolution shall be in full force and effect on _____, 2019.

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

MAYOR SCOTT KORTHUIS

ATTEST: CITY CLERK PAMELA D BROWN

APPROVED AS TO FORM:

CITY ATTORNEY ROBERT CARMICHAEL

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	3/18/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Public Works	
Contact Name/Phone:	Steve Banham / 255-5512	
Council Committee Review:		
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		
Attachments:		
Ordinance No. 1578		
Name of Agenda Item:		
Ordinance 1578 Amending Chapter 13.12 Sewer System Regarding Industrial Users		
Summary Statement:		
<p>The City needs to update the guidelines for potential new and existing Significant Industrial Users to restrict discharges of dangerous wastes into the City's Sewer System, and to match its National Pollutant Discharge Elimination System (NPDES) permit through the Department of Ecology.</p> <p>Attached Ordinance No. 1578 updates these guidelines consistent with the recommendations in the City's adopted Sewer Comprehensive Plan.</p> <p>The Public Works Committee reviewed this ordinance at their March 6th meeting and concurred to recommend approval to the full City Council.</p>		
Recommended Action:		
Approve Ordinance No. 1578 Amending Chapter 13.12 Sewer System Regarding Industrial Users, and authorize Mayor's signature.		

**AN ORDINANCE OF THE CITY OF LYNDEN AMENDING SECTIONS OF CHAPTER 13.12
SEWER SYSTEM REGARDING INDUSTRIAL USERS**

The following recitals are entered as findings of the City Council in support of this Ordinance:

WHEREAS, the City must establish guidelines for potential new and existing Significant Industrial Users to follow to restrict discharges of dangerous wastes into the City's Sewer System; and

WHEREAS, the City operates under a National Pollution Discharge Elimination System (NPDES) permit issued through the State Department of Ecology which contains regulations that regulate the operation of the City's publicly owned treatment system and permitted discharges to and from that system;

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

Section A: Revise Section 13.12.140 as follows:

13.12.140 Certain discharges restricted or subject to conditional approval.

A. General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state or local pretreatment standards or requirements, per 40 CFR Part 403.5 and WAC 173-216-060.

B. Specific Prohibitions. No person shall discharge or cause to be discharged any substances, materials, waters, or wastes if it appears likely, in the opinion of the director, that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, degrade biosolids quality, or constitute a nuisance. In forming his or her opinion as to the acceptability of these wastes, the director will give consideration to such factors as to quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the wastewater treatment plant, degree of treatability of wastes in the wastewater treatment plant, and other pertinent factors. The substances prohibited are:

1. Any liquid pollutant which either alone or by interaction may create a fire or explosive hazard in the POTW, including but not limited to, wastestreams with a closed-cup flashpoint of less than or vapor having a temperature higher than one hundred fifty-four degrees Fahrenheit or sixty degrees Centigrade using the test methods specified in 40 CFR 261.21.;(sixty-five degrees Centigrade);
2. Heat in amounts that will inhibit biological activity in the POTW resulting in interference but in no case heat in such quantities such that the temperature at the POTW headworks exceeds 40 degrees Centigrade (104 degrees Fahrenheit) unless Ecology approves, in writing, alternate temperature limits.
23. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two degrees Fahrenheit (zero degrees Centigrade) and one hundred fifty degrees Fahrenheit (sixty-five degrees Centigrade);

34. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-quarter horsepower (0.76) hp metric) or greater shall be subject to the review and approval of the director;
45. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not;
56. Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the director for such materials;
67. Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the director as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal or other public agencies of jurisdiction for such discharge to the receiving waters;
78. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the director in compliance with applicable state or federal regulations;
89. Any waters or wastes having a pH in excess of 11.0 or having a pH of less than 5.0 for a duration of no longer than fifteen minutes, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;
910. Materials which exert or cause:
- Unusual concentrations of inert suspended solids (such as, but not limited to, Fuller's earth, lime slurries and lime residues), or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate),
 - Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions),
 - Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works, unless agreed to in writing under the provisions of Ordinance 549,
 - Any discharge or pollutants, including oxygen-demanding pollutants (BOD, etc.), released at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, is sufficient to cause interference with the POTW (40 CFR 403.5(b)(4) and WAC 173-216(2)(b)(vi)),
 - Unusual volume of flow or concentration of wastes constituting "slugs" as defined in Section 13.12.005;
4011. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;
4412. Any discharge of pollutants, including oxygen-demanding pollutants (BOD, Cd, Cu, Ni, Cr, Zn, etc.) released at a flow rate and/or pollutant concentration that, either singly or by interaction with other pollutants, is sufficient to cause interference with the POTW (40 CFR 403.5(b)(4) and WAC 173-216-060(2)(b)(vi)).
13. Any wastes or pollutants that adversely affect biosolids utilization or disposal practices.

BC. Users discharging a wastestream containing dangerous wastes as defined in Chapter 173-303 WAC (listed, characteristic, or criteria wastes) are required to comply with the following permit provisions:

1. Obtain a written authorization to discharge the waste from the city, and either obtain specific authorization to discharge the waste in a state waste discharge permit issued by the state, or accurately describe the wastestream in a temporary permit obtained pursuant to 90.48.165 RCW. The description shall include at least:
 - a. The name of the dangerous waste as set forth in Chapter 173-303 WAC, and the dangerous waste number,
 - b. The mass of each constituent expected to be discharged,
 - c. The type of discharge (continuous, batch, or other),
2. Compliance shall be obtained on the following schedule:
 - a. Before discharge for new users, and
 - b. Within thirty days after becoming aware of a discharge of dangerous wastes to the POTW for existing users, and
 - c. Within ninety days after the industry has been notified by the city of final rules identifying additional dangerous wastes, new characteristics, or criteria of dangerous wastes, and the rules are published for users discharging a newly listed dangerous waste;

CD. National Categorical Pretreatment Standards as adopted and hereafter amended by the EPA pursuant to the act shall be met by all users in the regulated industrial categories. These standards, found in 40 CFR Chapter 1, Subchapter N, Parts 405—471, are hereby incorporated by reference.

DE. Any user determined by the city to qualify as a significant industrial user shall file an application for a state waste discharge permit with the department in accordance with the requirements of WAC 173-216-070. Proof of acceptance of the application, and payment of permit fees shall be kept at the user's facilities, and produced upon request by the city. Failure to submit the application or rejection of the application by the department may be considered sufficient grounds to terminate or refuse to provide sewer service;

EF. Septage and Liquid Hauled Wastes.

1. Septage and liquid hauled wastes shall be introduced into the POTW only at the designated receiving structure within the treatment plant area at such times as are established by the director. No load may be discharged without prior consent of the director.
2. Septage shall not violate any discharge prohibition or standard of this chapter or any other requirements established or adopted by the city. The director shall issue wastewater discharge permits for individual vehicles to use such facilities.
3. Septage and liquid waste haulers must provide the director a waste-tracking form for every load when discharged. This form shall include, at a minimum, the name and address of the waste hauler, city septage permit number, truck identification, addresses of the sources of waste, and volume and characteristics of waste.
4. Haulers of liquid wastes other than septage shall provide full disclosure to the director of the source(s) of the wastewater, and such additional information as required by the director to characterize the wastewater. The director may issue an authorization on his/her own authority, or require haulers of nondomestic wastewater to obtain a waste discharge permit prior to authorizing the discharge. No authorization to discharge such wastewater shall be granted until the director has determined to his satisfaction that the

wastewater complies with all applicable discharge standards, prohibitions, and requirements of this chapter.

- 5. The director shall exercise absolute discretion in whether to accept any load of septage or liquid hauled wastes. In determining whether to accept a load, the director may collect samples of each hauled load and/or require the hauler to provide a wastewater analysis of any load prior to discharge.
- 6. Fees for discharge of septage or liquid hauled wastes will be established as part of the user fee system set by resolution.

FG. Local Limits.

- 1. The following pollutant limits are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following daily maximum allowable discharge limits

0.20 mg/l arsenic	0.10 mg/l mercury
0.10 mg/l cadmium	17.1.7 mg/l nickel
25.2.5 mg/l chromium	0.10 mg/l selenium
0.20 mg/l copper	57.02.6 mg/l zinc
0.10 mg/l lead	100 mg/l oil and grease

- 2. The above limits apply to the end of any process or combination of processes identified to have a potential discharge of this pollutant. All concentrations for metallic substances are for "total metal" unless indicated otherwise. The state may impose mass limitations in addition to or in place of the concentration-based limitations above. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit or applicable pretreatment standard shall apply.

GH. City's Right of Revision.

The city reserves the right to establish more stringent standards or requirements on discharges to the POTW.

Section B: Add a new Section 13.12.543 - Significant Industrial User, as follows:

13.12.543 - Significant Industrial User

Any industrial user that falls into any of the categories below, is considered a Significant Industrial User and needs an NPDES permit before connecting to the City's system:

- 1. All industrial users subject to categorical pretreatment standard under 40 CFR 403.6 and 40 CFR Chapter 1, Subchapter N;
- 2. Discharges an average of 25,000 gallons per day or more of process wastewater to the City sewer system (excluding sanitary, noncontact cooling and boiler blowdown wastewater); or
- 3. Contributes a process waste stream that makes up 5% or more of the average dry weather hydraulic or organic (BOD) or suspended solids (TSS) capacity as shown in the table below; or

<u>Average Dry Weather Flow</u>	<u>BOD lb/day (</u>	<u>TSS mg/L</u>
<u>.091 MGD</u>	<u>400 lbs/day</u>	<u>250 lbs/day</u>

4. Is designated by the Washington State Department of Ecology as having a reasonable potential for adversely affecting the City's treatment operations or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8 (f)(6).

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

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

Section E: This ordinance shall be in full force and effect five (5) days after its passage, approval and publication as provided by law.

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

MAYOR SCOTT KORTHUIS

ATTEST: CITY CLERK PAM BROWN

APPROVED AS TO FORM:

CITY ATTORNEY BOB CARMICHAEL

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	3/18/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Public Works	
Contact Name/Phone:	Steve Banham / 255-5512	
Council Committee Review:		
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		
Attachments:		
Interlocal Agreement with City of Bellingham		
Name of Agenda Item:		
Interlocal Agreement with City of Bellingham for Vector Waste Facility Use		
Summary Statement:		
<p>Staff would like to renew this Interlocal Agreement with the City of Bellingham (COB) for vector waste disposal. The COB accepts street sweepings and vector waste materials and disposes of them in compliance with Department of Ecology (DOE) and Department of Health rules and regulations.</p> <p>This would be a third term renewal through December 31, 2019 at the same price of \$147.56 per ton. All other terms remain the same.</p> <p>The Public Works Committee reviewed this agreement at their March 6th meeting and concurred to recommend approval to the full City Council.</p>		
Recommended Action:		
Approve the Interlocal Agreement with the City of Bellingham for Vector Waste Facility Use and Authorize the Mayor's signature.		

MEMORANDUM FOR ANNUAL RENEWAL
City of Bellingham Interlocal Agreement #2016-0221
City of Bellingham – City of Lynden
Vactor Waste Facility Use - January 1, 2019 through December 31, 2019

WHEREAS, the City of Bellingham and the City of Lynden are parties to that certain City of Bellingham Interlocal Agreement #2016-0221, effective January 1, 2016, for vactor waste facility use; and

WHEREAS, the Interlocal Agreement included an initial one-year term, expiring December 31, 2016, plus five one-year renewal options exercisable upon written agreement of both parties; and

WHEREAS, both parties desire to exercise the third renewal option, with the third renewal period commencing on January 1, 2019 and terminating on December 31, 2019.

NOW, THEREFORE, the parties hereby agree as follows:

The parties hereby exercise the third one (1) year renewal option. This third renewal term shall commence on January 1, 2019 and terminate on December 31, 2019 ("Third Renewal Term"). Cost of Service will be \$147.56/ton during the Third Renewal Term. See Exhibit "A" attached and incorporated herein. All other terms and conditions, shall remain unchanged and in full force and effect.

CITY OF LYNDEN

Dated this _____ day of _____, 2019.

Department Approval:

 Scott Korthuis, Mayor

 Public Works Director

Approved as to Form:

 Office of the City Attorney

CITY OF BELLINGHAM

Dated this _____ day of _____, 2019.

Department Approval:

 Kelli Linville, Mayor

 Public Works Director

Attest:

Approved as to Form:

 Finance Director

 Office of the City Attorney

EXHIBIT A

2019 Vactor Waste Facility Use Permit

In consideration for the use of the City of Bellingham's ("City") Vactor Waste Facility ("Facility"), _____, located at _____

(hereinafter the "User"), covenants and agrees to comply with the following terms and conditions of this Use Permit ("Permit"):

User's:

Contact Person: _____

Phone Number: _____

Email Address: _____

Section 1 – Purpose

The purpose of this Permit is to allow non-public, private sector use of the Facility. As further described herein, User's ability to use the Facility requires full compliance with this Permit's terms and conditions, including but not limited to:

- Dumping only "ACCEPTABLE WASTE" (Section 2 – ACCEPTABLE WASTE)
- Dumping in an appropriate manner (Section 3 – DUMPING OPERATION)
- Obtaining Training (Section 4 – REQUIRED TRAINING)
- Complying with Safety Rules and Regulations (Section 5 – SAFETY)
- Payment (Section 6 – COST OF SERVICE)
- Such other terms and conditions as contained herein.

Section 2 – Acceptable Waste

2.1 User shall be solely responsible to insure that only Acceptable Waste is deposited at the facility. For purposes of this Permit "Acceptable Waste" is defined herein as:

- Street sweepings are wastes collected by utilizing a street sweeper to collect grit, dirt, vegetative waste and litter from roadway surfaces.
- Vactor wastes includes, grit, dirt and vegetative waste collected by an eductor truck during the cleaning of storm water catch basins.

2.2 Any materials that are odorous or are from a chemical spill are specifically not considered Acceptable Waste products and shall not be deposited at the Facility.

2.3 In the event unacceptable waste or materials are dumped at the Facility, the responsible party shall pay all costs associated with the proper removal and deposition of the contaminated materials. Removal and depositing of unacceptable waste or materials shall be in accordance with the approved practices and regulations of the

EXHIBIT A

- 2.4 The City reserves the right to find any waste or material unacceptable in its sole discretion. Disposing of unacceptable materials may result in the loss of the privilege to use the Facility.

Section 3 – Dumping Operation

- 3.1 The Facility has a limited capacity to accept Acceptable Waste products and User acknowledges that the City, State of Washington and Whatcom County, as public users, have preference over non-public, private users. In the event that the Facility capacity should become an issue, non-public, private users will be directed to cease usage of the site. The City shall have no obligation or duty to provide advance warning of this circumstance or to provide alternate dumping facilities. This contract is in no way a guarantee of service. The City of Bellingham may at any time and for any reason cease to offer this service to any and all users.
- 3.2 When depositing Acceptable Waste at the Facility, User agrees to follow the following “dumping operation”:
- 3.2.1 Eductor vehicles shall back into the Facility to decant excess water into the settling trough;
- 3.2.2 After excess water is removed, the truck shall be weighed to obtain the net weight of the material. A copy of the weight slip shall be placed in the drop box of every load dumped at the facility. Weight slips shall clearly identify: gross weight, tare weight, and billable weight. Weight slips will be checked against the gate entry log. If there is no slip, the customer will be charged for a full load based upon the capacity of the vehicle. Users are not to use the site other than to dump. Gate access shall be monitored for billing purposes. If a user accesses the facility and there is no weight slip present for that access the user will be billed for a full load of the vehicle assigned to that access card; AND
- 3.2.3 After weighing the remaining portion of the load, it shall be dumped, as far back in the facility as is practical to limit the amount of material that may spew out into the parking lot.
- 3.3 In addition to any other remedies that may be available to the City, the City may terminate this Permit and bar User from any future use of the Facility for failure to follow the procedures outlined in Section 3.2.

Section 4 – Required Training

In order to insure the proper and safe use of the Facility, training is required prior to use of the Facility. Training consists of a walkthrough of the Facility with a representative of the City to explain how the Facility operates and what is expected from those who use the Facility. The City shall issue a letter of fulfillment (“Letter”) that documents that the User has completed the

training requirement. User shall not be allowed to use the Facility until completing this training and receiving the Letter. Further, User shall not allow any of its employees or agents to use the Facility without receiving the training and Letter required hereunder.

EXHIBIT A

Section 5 – Safety

All personal injury, including first aid incidents, or damage to vehicles or buildings must be reported immediately to the Safety Specialist at Bellingham Public Works (360-778-7700). Users shall follow all Washington State safety policies and regulations while inside the Facility. It is encouraged that a ground guide be used whenever operating a vehicle inside the Facility. The City shall not be responsible in any manner for User's use of the Facility, except to the extent of the City's sole negligence.

Section 6- Cost for Service

The cost of depositing one ton of Acceptable Wastes is \$147.56 for 2019. This amount is subject to change at the end of the term of the Permit. The User will be billed monthly and User agrees to pay the bill in full within 30 calendar days of the date of the bill. Late payments will be charged a late fee of \$25 and returned checks are subject to a \$20 fee. In addition to any other remedies that may be available, User's failure to pay the bill after 60 calendar days shall automatically terminate this Permit and cause User to forfeit the privilege to use the Facility.

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	3/18/2019	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Department:	Planning Department	
Contact Name/Phone:	Heidi Gudde (360)354-5532	
Council Committee Review:		
<input checked="" 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: _____		
Attachments:		
Professional Services Agreement with Berk Consulting, Project Scope and Budget for Pepin Creek Financial Mitigation Strategy Study		
Name of Agenda Item:		
Contract with Berk Consulting for the Pepin Creek Financial Mitigation Study		
Summary Statement:		
<p>Planning and engineering efforts regarding the Pepin Creek Realignment and Subarea are moving forward:</p> <p>The realignment project seeks to provide flood protection to existing Lynden neighborhoods within the Pepin Creek watershed, it allows for the improvement of Double Ditch and Benson Roads, and assists in the developability of this portion of the City's Urban Growth Area.</p> <p>Planning efforts have focused on existing conditions, proposed land use and zoning, circulation and utility service expansion into this area. The results have been a detailed sub-area plan and associated zoning code updates.</p> <p>The proposed study by Berk Consulting represents the next step in the Pepin Creek Sub financial analysis and draws the planning and engineering efforts together. As outlined in the attached scope, the study will determine the benefit of the realignment project to the surrounding properties and thereby the proportionate financial share of the project that properties within the subarea must contribute. In determining these formulas, it will explore the use of a SEPA mitigation fee or a Local Improvement District (LID).</p> <p>The study will hinge on the final design recommendation of the engineering team. This is currently under consideration and expected to be completed at the end of May 2019. Costs of the study is estimated at \$130,574. This cost does not include implementation of an LID. If this financial tool is selected there will be additional costs associated with its execution.</p> <p>City staff is requesting that the City Council consider and approve the attached contract with Berk Consulting regarding the Pepin Creek Financial Mitigation Strategy.</p>		
Recommended Action:		
Motion to approve the contract with Berk Consulting for the Pepin Creek Financial Mitigation Strategy Study and authorizing the Mayor's signature on the professional services agreement.		

Lynden Pepin Creek Financial Mitigation Strategy

Project Scope and Budget | 2019-03-12

Project Scope – Phase 1

TASK 1: PROJECT KICK-OFF & COORDINATION

The consultant team will attend a kick-off meeting with the City’s project management team to review timeline, scope, and goals.

The consultant team will provide regular communication with the City’s PM to adhere with the project schedule, provide status reports, and address any project management issues.

Subtasks

- Kick-off Meeting
- 8 Biweekly Calls

TASK 2: SEPA MITIGATION FEE STUDY

The consultant team will analyze implementing a SEPA mitigation fee program for the Pepin Creek Subarea. Specifically, we will consider which properties are eligible for SEPA mitigation fees due to potential adverse environmental impacts on both the natural and built environments resulting from new development. The analysis will evaluate and quantify environmental impacts and mitigation measures needed as well as provide a fair and defensible way to allocate fees to properties.

The consultant team will identify whether current City stormwater regulations are sufficient to prevent or lessen the impacts of the significant adverse impacts. If current regulations are not sufficient, we will document how regulations are insufficient to address the significant adverse impacts of development.

Subtasks

- List, describe, and evaluate potential environmental impacts from development
- Quantify mitigation measures and connect with scientific/professional literature, including existing stormwater regulations
- Identify effect properties and create formula-based fee schedule
- Document process and findings

Key Assumptions

- This task relies on reports and data included in the Lynden *Pepin Creek Subarea Plan*
- Onsite and downstream impacts associated with the Pepin Creek Realignment Project are being evaluated by others. These technical studies will be made available to the Consultant team for reference at the outset of this mitigation analysis. The Consultant team will not need to conduct new technical analysis such as hydrologic or hydraulic modeling or other hydraulic calculations to complete the evaluation of impacts and mitigation measures.
- The City will have selected one preferred scenario for the Pepin Creek Realignment Project at the outset of the Consultant team's work on this task.

TASK 3: LID STUDY

The consultant team will prepare a study and LID boundary recommendation for properties specially benefited by the Pepin Creek project. Once the LID boundary (or potential boundary scenarios) are established, the properties will be segregated into classifications based of zoning, physical factors and highest and best use.

Individual properties in each classification will then be analyzed without (before) and with (after) the proposed Pepin Creek project. The difference in market value (special benefit) will then be extrapolated over similar properties in each classification. Once this is accomplished for all of the properties, special benefit range(s) can be established.

The City can then use the study information to determine the economic viability of forming an LID and the amount of funding that could potentially be derived by an LID.

If it is concluded an LID is viable, a more detailed special benefit/proportionate assessment study could be performed. Any special benefit study scope and budget may be prepared at a later date and not part of this project phase.

Subtasks

- Establish LID boundaries and identify effected parcels
- Quantify base and additional value for effected parcels
- Prepare summarized value conclusions and study

Key Assumptions

- City will provide mapping and project information adequate for preliminary analysis before March 29, 2019
 - Descriptive: a general description of the projected that would constructed that identifies which portions would be funded by the LID
 - Data: Excel workbook with property information, including owner, land area, zoning, building improvements, building size(s), and building age(s)
 - Maps: standard and aerial versions showing individual tax parcel and boundary for LID service area
- This study will not be a special benefit study

TASK 4: STUDY REPORT AND PRESENTATIONS

The consultant team will consolidate the findings from the SEPA mitigation fee and LID analyses and present these findings to City staff. Together, these two pieces will provide the City with our initial findings and recommendations for possible approaches to funding the Pepin Creek Realignment Project. The City will have an opportunity to provide feedback on the initial findings to help provide direction for the final report.

The project team will provide a report to the City with a narrative summary of the analysis of the two potential sources of funds (SEPA Mitigation Fees and LID/ULID), including tabulations of recommended assessments to the affected parcels. Each part of the report will also include a description of the impacts.

Subtasks

- Integrate initial SEPA mitigation and LID analyses
- Presentation 1: Initial Findings
- Create final report: update SEPA/LID analyses
- Presentation 2: Final Report on or before August 21st

Key Assumptions

- The City will provide the consultant team with consolidated sets of comments, one each for the draft initial findings and the final report
- The engineering team will have key assumptions on or before June 3rd

Deliverables

- Initial findings describing the analysis findings and recommendations in Tasks 2 and 3
- Final Report describing the analysis findings and recommendations in Tasks 2 and 3

Project Scope – Phase 2

As needed, an additional Task 5: Implementation to assist the City with code and ordinance and to analyze a LID with multiple boundary scenarios and/or increased number of effected parcels.

Project Budget

	BERK Consulting				Valbridge Property Advisors			Herrera Environmental Consulting									Total Hours and Estimated Cost by Task			
	2019 Hourly Rate	Lisa Grueter, AICP Principal	Jason Hennessy Senior Associate	Kristin Maidt, Senior Associate	Project Analyst	BERK Subtotal Hours and Estimated Cost by Task	Robert Macaulay, MAI Principal	Project Analyst	Valbridge Subtotal Hours and Estimated Cost by Task	Christina Avalio, PE Senior Engineer V	Mark Ewbank Vice President	Matt Fontaine Senior Engineer V	Lindsey Amtmann Senior Planner V	Neil Schaner Engineer II	Eliza Spear Scientist II	Joseph Geigel GIS Analyst II		Robin Saavedra Accounting Admin III	Pam Jackowich Adm Coord IV	Herrera Subtotal Hours and Estimated Cost by Task
Phase 1																				
Task 1: Project Kick-off & On-going Coordination																				
Kick-off Meeting		8	11	8			9			9			9							
Biweekly Calls		4	16	4						4	2						4			
Subtotal		12	27	12	0	51	9	0	9	13	2	0	9	0	0	0	4	0	28	
						\$8,565			\$3,150										\$5,103	
Task 2: SEPA Mitigation Fee Study																				
List, describe, and evaluate potential environmental impacts from development (include an in-person meeting)		4	20	24						8	1	8	8	8	12					
Quantify mitigation measures and connect to scientific/professional literature		6	24	40						8	1	8	8	8	12					
Identify effect properties and create formula-based fee schedule		2	16	30	30															
Document process and findings		4	16	20	4															
Subtotal		16	76	114	34	240	0	0	0	16	2	16	16	16	24	0	0	0	90	
						\$37,400			\$0										\$14,434	
Task 3: LID Study																				
Establish LID boundaries and identify effected parcels							15	35												
Quantify base and additional value for effected parcels							15	35												
Prepare summarized value conclusions and study		2	6	4			20	30												
Subtotal		2	6	4	0	12	50	100	150	0	0	0	0	0	0	0	0	0	0	
						\$1,970			\$32,500										\$0	
Task 4: Study Report and Presentations																				
Integrate initial SEPA mitigation and LID analyses		2	4	6			2	2											2	
Presentation 1: Initial Findings		8	11	8			9	8		7	1	2	7	2	2	3			2	
Create final report: update SEPA/LID analyses		2	4	4			2	2		4									2	
Presentation 2: Final Report			11	8			9												2	
Subtotal		12	30	26	0	68	22	4	26	11	1	2	7	2	2	3	0	8	36	
						\$11,200			\$8,300										\$5,772	
Phase 1 Total Estimated Hours		42	139	156	34	371	81	104	185	40	5	18	32	18	26	3	4	8	154	
Cost (Hours*Rate)		\$8,820	\$21,545	\$24,180	\$4,590	\$59,135	\$28,350	\$15,600	\$43,950	\$7,566	\$1,283	\$3,445	\$5,933	\$2,516	\$2,848	\$319	\$462	\$936	\$25,309	
Phase 1: Subtotal Consultant Cost		\$59,135							\$43,950										\$25,309	\$128,394
Project Expenses @ ~2% of project budget		\$1,183							\$879										\$119	\$2,181
Phase 1: Estimated Project Total		\$60,318							\$44,829										\$25,428	\$130,574

AGREEMENT

FOR PROFESSIONAL SERVICES

BETWEEN

**CITY OF LYNDEN
300 4TH STREET
LYNDEN, WASHINGTON 98264**

AND

**BERK CONSULTING
2200 SIXTH AVENUE, STE 1000
SEATTLE, WASHINGTON 98121**

PROJECT: Pepin Creek Financial Mitigation Strategy Study– PSA 2019-01

THIS AGREEMENT combines all understanding between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements, or understandings, whether written or oral.

The performance of the professional services described here, as well as payment for such services, shall be on the terms and conditions presented in this Agreement and the following Sections which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section 1 - Relationship of the Parties
- Section 2 - Payment
- Section 3 - General Provisions
- Section 4 - Scope of Services
- Section 5 - Extent of Agreement

SECTION 1: RELATIONSHIP OF THE PARTIES

The City of Lynden, a Washington municipal corporation, (“City”) hereby contracts with Berk Consulting, a Washington limited liability company, ("Consultant") to perform the professional services described in the Scope of Work attached hereto as Exhibit A of this Agreement.

This Agreement shall enure to the benefit of and be binding upon the successors, assigns, and legal representatives of each of the Parties hereto. The Consultant must notify and obtain approval from the City prior to contracting with a subConsultant(s). Any other assignment or transfer of an interest in this Agreement, by either Party, without the written consent of the other shall be void. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment made pursuant to this Agreement and Consultant shall incorporate by reference this Agreement in its contracts with its subConsultant(s).

SECTION 2: PROFESSIONAL REIMBURSEMENT

Professional Reimbursement to the Consultant shall be in accordance with the Consultant's budget for the Scope of Work described in Exhibit A.

The budgeted total cost for each requested service shall be a "not to exceed" cost. The City shall pay all of the Consultant's invoices in accordance with the other conditions of the Agreement.

SECTION 3: GENERAL PROVISIONS

3.1 PROFESSIONAL SERVICES

The Consultant shall be consultant and advisor to the City, and shall not be agent or representative of the City. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship or joint venture relationship between the City and Contractor, its employees or subcontractors. Contractor is responsible for payment of all taxes arising out of Contractor’s activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, unemployment insurance taxes, and any other Federal, State or local taxes or business license fees, as required. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or regulations, shall be Contractor's sole responsibility. The Consultant represents that the studies, projections, plans, reports, design drawings, specifications, cost estimates, and all other engineering, consulting, and analytical services furnished under this Contract will be in accordance with generally accepted professional practices. The Consultant hereby agrees to exercise usual and customary professional care in efforts to comply with all federal; state and local laws, rules and ordinances applicable to the work and to this Agreement in force at the time of Consultant's performance of the work hereunder.

The Consultant makes no other representation or warranty, express or implied.

3.2 PAYMENT CONDITIONS

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

The Consultant will not incur any liability for damages of any type or nature when the performance is stopped as a result of stopping performance of services due to the failure of the City to pay for services rendered.

3.3 TERM

This Agreement shall commence immediately and shall continue until December 31, 2018, unless otherwise terminated pursuant to this Agreement. This Agreement may be extended by mutual written agreement of the Parties.

3.4 GENERAL CITY RESPONSIBILITIES

The City shall provide full information regarding its requirements for the services to be performed by the Consultant, and any circumstances known to the City that would hinder the Consultants performance, or make performance by the Consultant more difficult or expensive than would ordinarily be expected. The City shall furnish any required information and services, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services. If the City observes or otherwise becomes aware of any fault or defect in the services performed by the Consultant, the City shall promptly give written notice thereof to the Consultant.

3.5 PROFESSIONAL RESPONSIBILITY

The Consultant represents that the services shall be performed within the limits prescribed by this Agreement in a manner consistent with that type of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representations to the City, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise. The Consultant shall not accept other tasks, within the City of Lynden, that could be viewed as a conflict of interest.

3.6 LIABILITY FOR CLAIMS

The City shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the Consultant against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the City, its agents, or employees, and the Consultant, its agents, or employees. Likewise, the Consultant, shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the City against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the Consultant, its agents, or employees, and the City, its agents, or employees. For purposes of this provision, the City and Consultant agree to waive the statutory immunity under Title 51 of the Revised Code of Washington, and the parties, by this Agreement, certify and warrant that its waiver of statutory immunity was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

3.7 INDEMNIFICATION

The City agrees that the following language shall be included in any agreement between the City and any third person and/or any third person and fourth person ("SubConsultant") for work of any kind or nature to be performed in connection with the Project, including without limitation, construction services.

"The Consultant shall defend, indemnify, and hold harmless the City and its respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, actions, and costs,

including reasonable attorney's fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost, or expense:

- (1) Is attributable to bodily injury, sickness, disease, or death or to injury to, or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom or to purely economic loss; and
- (2) Is caused in whole or in part by any negligent act or omission on the part of the SubConsultant, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- (3) It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Consultant and City. The provisions of this section shall survive the expiration or termination of this Agreement.”

3.8 INSURANCE

The Consultant shall maintain insurance coverage for claims under the Workmen's Compensation Act and claims for bodily injury, death, or property damage, which might arise from the performance of their services under this Agreement. Limits of liability shall be as follows:

Professional Liability	\$1,000,000	each occurrence
Professional Liability	\$2,000,000	annual aggregate
Comprehensive General Liability	\$1,000,000	each occurrence
Comprehensive General Liability	\$2,000,000	annual aggregate
Errors and Omissions	\$1,000,000	each occurrence
Errors and Omissions	\$2,000,000	annual aggregate
Automobile Liability	\$1,000,000	combined single limit
Worker's Compensation	Statutory benefits	

The City of Lynden shall be listed as additional insured on all applicable certificates of insurance. Consultant will provide City with current insurance certificate upon request.

3.9 OPPORTUNITY TO REMEDY

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

3.10 TERMINATION

The City may, at its sole discretion, terminate the Agreement, by giving the Consultant a 90-day written Notice of Termination, and the Consultant may terminate the Agreement by giving the City a 90-day written Notice of Termination. If any portion of the authorized work covered by this Agreement, and begun by the Consultant, shall be abandoned, unreasonably delayed, or indefinitely postponed, the Consultant or City may terminate this Agreement. Whether or not terminated, the City shall pay the Consultant for the services rendered in connection therewith, prior to written notice of such abandonment, delay, or postponement, payment to be based insofar as possible, on the amounts specifically established in the Agreement.

3.11 OWNERSHIP AND USE OF DOCUMENTS

Drawings, specifications, documents and electronic discs prepared by the Consultant pursuant to this Agreement are property of the City. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others on extensions of the Project. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant prepared drawings, specifications, or other documents. Until the expiration of six years after the term of this Agreement, Contractor agrees to maintain accurate records of all work done in providing Services specified by the Agreement and to deliver such records to the City as requested by the City.

All inventions, patents, design patents, and computer programs and copyrights relating thereto, acquired or developed by the Consultant in connection or relation to the Project, shall remain the property of the Consultant and shall be protected by the City from use by others, except pursuant to agreement in writing between the Consultant and the City, with agreed-upon compensation to the Consultant or as required by a court order or by law such as but not limited to the Washington Public Records Act, RCW 42.56.

3.12 DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be submitted for mediation pursuant to the Mediation Rules of the American Intermediation Service (AIS) prior to the commencement of arbitration or other adjudicative procedures.

Mediations and arbitration hearings shall be held at the location mutually agreed upon by the Consultant and the City. Arbitrations shall be conducted pursuant to the Washington Uniform Arbitrations Act under RCW 7.04A.

If a settlement is agreed upon through mediation, the parties may agree that the settlement be reduced to writing, and that the mediator(s) shall be deemed to be arbitrator(s), for the sole purpose of signing that written settlement agreement, which shall then have the same force and effect as an arbitral award.

3.13 CLAIMS AND DISPUTES

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

3.14 COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION

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

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

The Consultant will make positive efforts to utilize small businesses and minority-owned business sources of supplies and services. Efforts will allow these sources the maximum feasible opportunity to compete for sub-agreements and contracts to be performed utilizing federal grant funds.

3.15 REFERENCE INFORMATION

If the Consultant is required by the City to rely upon information provided by or through the City or a third party to perform the Consultant's services, the Consultant shall not be liable for errors or omissions in the Consultant's services caused by errors or omissions in said information.

3.16 ADDITIONAL TAXES

Since the Consultant's costs can be adversely affected through the application of new, additional, or retroactive taxes or charges (for instance, a sales tax on professional services or a new income tax), amounts due to the Consultant shall be increased equitably to compensate for any additional taxation charges, over those currently in effect, or for taxes retroactively determined to be due on services rendered, or on products delivered by the Consultant to the City.

3.17 APPLICABLE LAWS AND VENUE

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

SECTION 4: SCOPE OF SERVICES

The Consultant agrees to perform or cause to be performed the services requested per the attached Scope of Work. The Consultant will make every attempt to complete the work within the estimated budget and time schedule. However, should changes in the Scope of Work require the Consultant to expend more time or incur more expenses than anticipated, the Consultant will notify the City, and upon concurrence by the City, an amendment to the Agreement will be prepared and executed.

SECTION 5: EXTENT OF AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written agreement of the parties.

SECTION 6: NOTICES

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

Planning Director
CITY OF LYNDEN
300 4th Street
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

Jason Hennessy, Senior Associate
Berk Consulting
2200 6th Avenue, Ste 1000
Seattle, WA 98121

SECTION 7: ATTORNEY'S FEES

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

SECTION 8: CONTRACT VALIDITY

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

SECTION 9: NONWAIVER OF BREACH

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

SECTION 10: COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	3/18/2019	Legal Review:
Department:	Parks	<input type="checkbox"/> Yes - Reviewed
Contact Name/Phone:	Vern Meenderinck 354-6717	<input type="checkbox"/> No - Not Reviewed
Council Committee Review:		<input checked="" type="checkbox"/> Review Not Required
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	
<input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	
Attachments:		
Draft Parks Committee Minutes – Feb. 19, 2019		
Name of Agenda Item:		
Draft Parks Committee Minutes – Feb. 19, 2019		
Summary Statement:		
See next page.		
Recommended Action:		
For review.		



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

PARKS COMMITTEE Minutes
4: 00 PM. Feb. 19, 2019
City Hall- 1st Floor Large Conference Room

Roll Call: Present: Ron De Valois, Nick Laninga
Others: Mayor Korthuis, Mike Martin, Vern Meenderinck
Absent with Notice: Mark Wohlrab
Guests: Harlan Kredit, Hank Roorda, Rick Lair

1. Action Items:

- a. **Minutes from Jan. 22 were approved as presented**
- b. **Fence issue with Fisher Trail.**
-The fence along the trail at Fisher came down a second time. Vern is pursuing whether the fence company will repair it or if Parks Department will need to reinstall it again. Discussed removing the slats. Vern will contact the neighbors to get their input.

2. Information items:

- a. **Glenning Street property- Update from Harlan**
Mr. Kredit gave an update on the progress of the Glenning street committee and requested the opportunity to speak to council with their request for assistance from the City and ways to make the whole process work without the City being totally responsible for funding the majority of the project.
Agreed to have the committee to make a presentation to council
- b. **Master Plan community survey- over 400 responses so far**
The community survey has gone live, and has received over 400 responses so far. The committee is hoping for more responses and looking forward to what the community has to say about Parks and Trails for Lynden.
- c. **Greenfield Fence update:**
Letters were sent to all neighbors of Greenfield Village informing them the City would be removing the fence around Greenfield Park.
So far a number of citizens have requested that their section of the fence be retained. They were informed that Parks Department would leave their section of fence if so desired; but the City would no longer be maintaining the fence after it was removed or retained by the neighbors.



PARKS DEPARTMENT

Vern Meenderinck, Parks Director
(360) 354 - 6717

d. Discussion regarding meeting with Rec. District re: bond

-Expectations from the City side?

Discussion relating to the bond, reaffirmed the City's desire for the bond to remain at \$ 3 million dollars with the majority of the bond be for trail development, Benson Park development and a part for smaller projects such as the Glenning Street property if that is approved for purchase.

Parks committee will meet with the District again at their next meeting on March 13.

3. Items added

Discussion about Berthusen Park dog issue and dogs off leash in other areas.

Nancy has been in contact with the county and the humane society regarding who would be the lead agency at Berthusen relating to dog issues.

Will be contacting other municipalities to check on their ordinances relating to dogs off leash and what should be required for Berthusen as it is outside the City limits.

At the very least we will probably need additional signage with ordinance numbers listed etc.

Next meeting: March 18

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	3/18/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Police	
Contact Name/Phone:	Holly Vega / 360-255-7898	
Council Committee Review:		
<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Public Safety	
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	
Attachments:		
Public Safety Draft Minutes- March 5, 2019		
Name of Agenda Item:		
Public Safety Draft Minutes- March 5, 2019		
Summary Statement:		
Public Safety Draft Minutes of March 5, 2019 attached for review.		
Recommended Action:		
For Council review.		

CITY OF LYNDEN



POLICE DEPARTMENT
John M. Billester, Police Chief
(360) 354 - 2828

PUBLIC SAFETY COMMITTEE MEETING MINUTES

4:00 PM March 5, 2019
Police Department Training Room

COMMITTEE

1. ROLL CALL:

Members present: Councilors Brent Lenssen (chair), Gary Bode, Mark Wohrab, Mayor Scott Korthuis.

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

Public present: Gary Vis, Chamber of Commerce

2. ACTION ITEMS:

A. Approve minutes from February 7, 2019 meeting.

The February 7, 2019 minutes were approved as written.

3. INFORMATION ITEMS:

A. Discussion regarding past consolidation efforts between LFD and NWFR District-21.

Mayor Korthuis overviewed the main points that were considered during past discussions on a consolidation with NWFR District-21. Topics included governance, longer response times, no control of rates, personnel placement, equipment and facility responsibility. Concluding, the level of service to the citizens of Lynden would not be improved.

4. ITEMS ADDED:

A. Gary Vis of the Chamber of Commerce presented a letter to the Council, requesting approval of events scheduled in 2019. Councilor Lenssen advised to add it to the next consent agenda.

B. Gary Vis also requested the City consider approving an ordinance prohibiting animals at the Northwest Raspberry Festival. He provided a sample ordinance from the City of Spokane.

The Committee was in favor and Councilor Lenssen advised to bring a proposed ordinance back to the Public Safety Committee for review.

FIRE DEPARTMENT

1. **ACTION ITEMS:** None
2. **INFORMATION ITEMS:**
 - A. **February monthly report**
Chief Billmire presented a monthly report for February to include 171 total calls, OT hours, volunteer hours, training hours, and several significant structure fires.
3. **ITEMS ADDED:**
Councilor Wohlrab inquired if the City would benefit from the addition of a Community Paramedic. Chief Billmire expressed that he thinks the City would benefit, as well from the GRACE (Ground-Level Response And Coordinated Engagement) Program.

POLICE DEPARTMENT

1. **ACTION ITEMS:** None
2. **INFORMATION ITEMS:**
 - A. **Hiring status update**
Lieutenant Bos advised that a conditional offer was made to the top lateral candidate, which has been verbally accepted. Pre-employment testing will be scheduled soon, followed by background.
3. **ITEMS ADDED:**
 - A. **Monthly Report**
A monthly report was provided; and staff are working on a new format to include more statistics regarding the time of day of calls, etc. Lt. Bos noted several cases of interest to include identifying at least 1 suspect in the catalytic convertor thefts, a Pitbull attack, and a high profile stabbing our officers responded to assisting the Sheriff's Office.

Meeting adjourned 4:45 p.m.

Next Meeting Date: April 11, 2019

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	3/18/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Police	
Contact Name/Phone:	Holly Vega / 360-255-7898	
Council Committee Review:		
<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Public Safety	
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	
Attachments:		
Public Safety Minutes- February 7, 2019		
Name of Agenda Item:		
Public Safety Minutes- February 7, 2019		
Summary Statement:		
Public Safety Minutes of February 7, 2019 attached for review.		
Recommended Action:		
For Council review.		

CITY OF LYNDEN



POLICE DEPARTMENT
John M. Billester, Police Chief
(360) 354 - 2828

PUBLIC SAFETY COMMITTEE MEETING MINUTES

4:00 PM February 7, 2019
Police Department Training Room

COMMITTEE

1. ROLL CALL:

Members present: Councilors Brent Lenssen (chair), Gary Bode, Mark Wohlrab.
Absent: Mayor Scott Korthuis.

Staff present: Chief John Billester, Chief Mark Billmire, Lieutenant Jeremy Bos,
HR Manager Vanessa Bronsema, Support Services Manager Holly Vega.

2. ACTION ITEMS:

A. Approve minutes from November 5, 2018 and December 6, 2018 meetings.

The November 5, 2018 and December 6, 2018 minutes were approved.

3. INFORMATION ITEMS:

A. Discussion with Public Safety Committee concerning topics of interest for discussion/evaluation at Council retreat.

Topics of interest include:

- Long term relationships between Fire Districts 21, 14 and 1.
- Long term plan for our Fire station; what do we need, when and where? How does Northwood station fit into our plan?
- Fire personnel – The Asst Chief position in lieu of line position, keeping staffing levels up and ideas to retain firefighters.

4. ITEMS ADDED:

A. Future meeting date changes.

The following meeting dates have been amended.

March: 3/5/19

April: 4/11/19

July: 7/11/19

FIRE DEPARTMENT

1. ACTION ITEMS: None

2. INFORMATION ITEMS:

A. New hires – fulltime and temporary

Final steps of the hiring process completed for 2 positions, 1 fulltime and 1 fulltime temporary (3-5 months). Two well qualified candidates were selected.

B. Monthly report content – what information do Council members want to see?

A Fire Dept annual report for 2018 and a monthly report for January 2019 was presented. The Committee will provide feedback over the next few months regarding content.

C. Color scheme for the new ambulance

Chief Billmire recommended a red with black stripe color scheme for the new ambulance, and the Committee approved. Estimated delivery is in June-July.

D. New extrication equipment

The current budget allows for the purchase of a new 'jaws of life' tool. Personnel were able to test out various models, ultimately deciding on one that is battery operated, weighing 30lbs, for approximately \$34,000.

3. ITEMS ADDED: None.

POLICE DEPARTMENT

1. ACTION ITEMS: None

2. INFORMATION ITEMS:

A. Hiring status update

4 applications were received in response to the lateral officer job posting. 2 qualified candidates will move forward to oral boards on 2-21-19, followed by Civil Service certifying the candidate list at their next meeting.

B. Lynden Watch Program update

Another meeting was held with Councilor Wohlrab and 2 local citizens, who have a list of 15 people interested in participating so far. A tri-fold flyer is in the process of being created for distribution. Meetings with citizens should start in early March. Chief Billester emphasized the need to have a policy and procedure as a guideline to follow.

C. Longarm Stats (what is the Committee looking for?)

Items of interest include time of day, day of week, location/mapping; however, it needs to be efficient and accumulate meaningful data. Further training in Longarm and CAD may be helpful to records staff.

D. Year-end report, Case of the month

A Police Dept annual report for 2018 was presented. For monthly reports, the Committee is interested in incidents involving use of force, officer safety, and open/closed cases. The case of the month for January was a felony domestic assault and animal cruelty case in which the suspect was actively resisting arrest. Both the female victim and dog(s) suffered multiple stab wounds.

3. ITEMS ADDED:**A. Firearm Armorer and Detective positions.**

Chief Billester requests that the Firearm Armorer position and Detective position be split between 2 officers each. There is too much responsibility in each position for 1 person. The Committee will review and respond next month.

Meeting adjourned at 5:25 p.m.

Next Meeting Date: March 5, 2019

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	3/18/2019	Legal Review:
Department:	Public Works	<input type="checkbox"/> Yes - Reviewed
Contact Name/Phone:	Steve Banham / 255-5512	<input type="checkbox"/> No - Not Reviewed
Council Committee Review:		<input checked="" type="checkbox"/> Review Not Required
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	
<input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Public Works	
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	
Attachments:		
Public Works Committee Meeting Minutes of March 6 th , 2019		
Name of Agenda Item:		
Public Works Committee Meeting Minutes of March 6 th , 2019		
Summary Statement:		
See Attached Minutes		
Recommended Action:		
Council Review		



PUBLIC WORKS COMMITTEE MINUTES

4:15 PM March 6, 2019

City Hall 2nd Floor Large Conference Room

1. ROLL CALL

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

Staff Present: City Administrator Mike Martin, Public Works Director Steve Banham; Programs Manager Mark Sandal; and Admin. Assistant Lori Jilk

Public Present: Paul Kenner, Mick O'Brien and Jon Olson

2. ACTION ITEMS

A. **Approve Minutes from February 6, 2019**

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

Action

The minutes from February 6, 2019 were approved.

B. **Approve Ordinance – Update to Sewer Code- Wastewater Industrial Treatment Section**

Staff provided a Sewer Code Ordinance that updates Section 13.12 of the Lynden Municipal Code regarding Industrial Users. Banham stated this same language was updated in the adopted 2016 Sewer Plan and addresses NPDES permit requirements for waste contamination. These include numerical errors for certain pollutants that were found after comparison with other municipalities of their local limit values.

This language was previously included in the sewer rate resolution, but is more appropriate as part of the code rather than a subsection of the fees resolution.

Action

The Public Works Committee concurred to recommend approval to the full City Council of this Ordinance Amending Sections of Chapter 13.12 – Sewer System Regarding Industrial Users.

C. **Approve Resolution – State Revolving Fund Loan for Wastewater Treatment Plant Outfall**

Banham presented a Resolution which would authorize the City to use State Revolving Funds (SRF) for constructing a new Wastewater Treatment Plant outfall (replacing the existing outfall), and authorize the Mayor to sign the loan agreement. The 20-year SRF loan, offered by the Department of Ecology (DOE), has a 1.5% interest rate.

A copy of the loan agreement has been sent by staff to the City's attorney for review and to sign the Opinion of City's Legal Counsel certification that would be provided to DOE with the signed loan agreement.

Action

The Public Works Committee concurred to recommend approval of the Resolution Approving the City of Lynden Use of State Revolving Fund (SRF) For Construction of a New Outfall for the Lynden Wastewater Treatment Plant.

D. Approve Resolution – Update Compost Fees

Banham stated that many businesses, contractors and Lynden citizens purchase compost produced at the Lynden Compost Facility next to the Wastewater Treatment Plant. The compost is a quality product for our community to use. To meet customer needs and continue customer satisfaction, staff would like to update methods of receiving payment by accepting credit cards at the facility. Now, customers must first go to City Hall and pay by cash or check; which is inconvenient. The proposed rate change covers costs associated with processing credit card payments.

Lynden community members will still be able to receive the 1st yard free. Additional quantities (up to 50 cubic yards/year) will increase from \$11.00/yard to \$12.00/yard. Businesses who purchase in bulk (300 or more cubic yards/year) will see an increase from \$6.00/yard to \$7.00/yard.

Action

The Public Works Committee concurred to recommend approval to the full City Council of the Resolution regarding the update to Compost Fees.

E. Request for City to Takeover Private Street: Island Green Way (Homestead PRD Maberry Division 10 Plat #56) – Paul Kenner

Jon Olson and Paul Kenner, who reside on Island Green Way (IGW), spoke to the Committee requesting that IGW; which is currently a private street off Depot Road, be taken over by the City. Kenner stated that he believes all of the residents on IGW now support the City owning and maintaining the street.

Banham stated that currently, IGW is among approximately 30 privately maintained streets in Lynden. One of the challenges of deprivatizing streets is the lack of additional resources for the City to offset its maintenance costs.

Kenner stated one of the main reasons for the request is for snowplow maintenance during the Winter months.

The Committee discussed whether the road, as constructed, meets public road standards including width.

Mick O'Brien, General Manager of Homestead's Golf Course (in attendance for the next agenda item), stated that IGW is a part of Homestead PRD and that Homestead currently provides snowplowing during the winter months, but heavy snows overwhelm their equipment so they would need to use an outside company, which is costly.

Kenner and Olson stated they did not realize IGW is part of the PRD. They asked the City to continue to explore more closely how IGW compares with other private streets

and with City Standards, and said they remain interested in exploring the City taking over IGW.

Action

Banham stated the Committee would review the specifics of this street and further discuss de-privatizing IGW at the April Public Works Committee meeting.

3. INFORMATION ITEMS

A. Homestead Sidewalks and Homestead Association Update- Mick O'Brien

O'Brien spoke to the Committee, as General Manager of Homestead Golf Course, about their desire to cooperate with the City to make the Homestead community safe and well-maintained.

He clarified that Homestead is not a Homeowners Association (HOA), but rather a "Maintenance Fee Community". They recently held what he believes was the first annual meeting with residents to get feedback and to discuss plans. They have also been working with their legal staff to ensure residents of the community are paying their monthly fees. O'Brien states he recently met with Banham and Public Works staff to discuss trees and sidewalks along E Homestead Boulevard.

He stated that trees with low-hanging branches have been identified and trimming will be taken care of by Homestead as soon as possible, weather permitting. The hazardous sidewalk panels that have been uplifted by tree roots along E Homestead Boulevard have been painted/marked. In Spring of 2019, the dangerous sidewalk panels will be removed, tree roots cut, suitable fill material added, and new panels placed. Landscape restoration will then be done by Homestead. Banham added that currently Public Works Staff are obtaining cost estimates for the sidewalk installation. Some of the work will be done by the City Public Works crew and some by hiring an outside contractor, depending on the scope of repairs. Currently work falls within the annual budget for sidewalks.

Banham and O'Brien stated that the City and Homestead will continue to work together to make this area safer.

B. Six-Year Transportation Improvement Plan (STIP) Update

Sandal stated that the STIP process is the same as in previous years. He stated that the preliminary STIP handed out at the last Public Works Committee meeting has been updated. Projects completed in 2018 and others which will be closed out before the end of the year have been removed from the spreadsheet. Staff has included residential street overlays and improvement projects. Projects are listed in alphabetical order and the spreadsheet includes map reference numbers. Maps will be provided in the Council packets.

C. Front/Tromp Route to be Classified as an Urban Minor Arterial and South Duffner Drive to a Major Collector

Banham stated a letter has been sent via WSDOT to the Federal Highways Administration (FHA) requesting that the Front Street/Tromp Road arterials be classified as Urban Minor Arterials and that South Duffner Drive be reclassified as an Urban Major Collector (low to moderate capacity road which helps move traffic from local streets to other arterial roads).

Classifying these roadways makes them eligible for future federal funding. Banham stated the City is currently waiting for a response from the FHA.

D. Projects

1. Wastewater Treatment Plant Outfall Department of Ecology Loan Finalized this Month - Advertise for Bids Late April

Banham stated that the Loan Agreement with the Department of Ecology to fund the outfall should be finalized this month. The City will advertise for bids in late April and estimates construction occurring in the Summer and Fall of 2019, with all “in-water work” occurring within the permitted low-flow Fall “fish window”.

Note: This is the same funding referenced in Item 2C on Page 1.

2. Water Treatment Plant Demo Discussion – Surplus Equipment Sale Planned for March 30th, 2019

Banham stated that equipment and other surplus items from the old water treatment plant will be available during a silent bid, held on March 30th, 2019. Items will go to the highest bidder and the City will have the right to reject bids and/or establish minimums, if need be. Highest bidders will be responsible for removing and hauling their purchased items. The sale will be advertised in the Lynden tribune and on the City website. Any remaining equipment will be removed during the demolition project.

3. Whatcom Council of Governments (WCOG) Project Submittal List

Korthuis and Banham discussed a letter that was mailed to the Whatcom Council of Governments which presents a list of unfunded city projects for inclusion in the proposed transportation revenue package. Some of the projects outlined are: Jim Kaemingk Sr. Core Fishtrap Creek Trail Gap Elimination Project, Pepin Creek Flood Protection for SR-546 Project and the 17th Street Extension Project.

4. Department of Ecology Loan - Pepin Downstream for Property Acquisition and Design

The City is working with the Department of Ecology to finalize a Loan/Grant Agreement for the Pepin Downstream Stabilization Project. Funds will be used for property acquisition and design that is consistent with the Value Engineering recommendations. Staff expects to finalize the agreement in March and forward to Committee and then Council for approval in April.

E. Update on Nooksack River Watershed Water Quality

Banham presented a January 2018 handout from Whatcom County Public Works (WCPW) which shows water quality (relating to fecal coliform bacteria) for the Nooksack River watershed. WCPW coordinates regular monitoring of fecal coliform levels at 17 different sites in the Nooksack River watershed. The results are improving at most sites. The Committee discussed monitoring equipment installed at the border and data from various monitoring locations within the City.

F. Discuss Hiring Precision Approach Engineering to Assist with WSDOT Airport Aviation Grant for Needed Runway Improvements

Banham stated that the City is interested in hiring Precision Approach Engineering, an aviation engineering consulting firm, to assist with a WSDOT Airport Aviation Grant needed for airport runway improvements (seal coating/re-striping). He added that the

application for the grant would be prepared and sent to the WSDOT once they send out their annual call for projects.

Banham added that the grant would require a minimum match of 5%, which is currently in the 2019 budget.

4. ITEMS ADDED:

Northwest Washington Fairgrounds – Storm Drainage

Banham stated that currently some of the storm drainage for the Northwest Washington Fairgrounds may drain directly into Fishtrap Creek. The City has applied for and received a grant through the Department of Ecology to complete design work for a new storm system at the Fairgrounds.

The plan is to have the new system treat and infiltrate storm water onsite rather than sending it into the creek or to the City wastewater treatment plant (during the fair and when other events with animals occur). To allow for access and maintenance of the potential new system, the City needs to obtain easements from the Fair. The Department of Ecology is unable to grant money to the City for construction without the necessary easements.

Banham and the Committee discussed whether the City should proceed with helping the Northwest Washington Fair with constructing a new stormwater system. Banham reminded the Committee that although the Department of Ecology wants to provide the necessary funding, they can only do so through a public agency (the City of Lynden). Therefore, if any potential problems would occur with the new system, the Department of Ecology would come directly to the City, and the City would then work directly with the Fair.

The Committee stated how important the Northwest Washington Fair is to the community and expressed interest in continuing to work on the potential new storm drainage system at the Fairgrounds.

The meeting was adjourned at 5:39 p.m.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	3/18/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Administration	
Contact Name/Phone:	Pam Brown 360.255.7085	
Council Committee Review:		
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	
<input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Other: N/A	
Attachments:		
Outlook Calendar		
Name of Agenda Item:		
Calendar		
Summary Statement:		
See next page.		
Recommended Action:		
None.		

March 18, 2019

Monday

3:00 PM - 4:00 PM

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

4:00 PM - 5:00 PM

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

7:00 PM - 9:00 PM

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

March 19, 2019

Tuesday

9:00 AM - 11:00 AM

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

9:30 AM - 10:30 AM

Airport Board Meeting -- City Hall 2nd Floor Large Conference Room

March 20, 2019

Wednesday

9:00 AM - 5:00 PM

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

5:00 PM - 6:30 PM

Board of Adjustment Meeting -- Annex South East Conference Room

7:00 PM - 9:00 PM

Berthusen Advisory -- Annex South East Conference Room

7:00 PM - 8:30 PM

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

March 21, 2019

Thursday

10:00 AM - 12:00 PM

County Fire Operations Committee Meeting -- Annex Council Chamber

March 21, 2019 Continued

Thursday

10:00 AM - 11:00 AM Check-In John/Mike -- Mike's Office

March 22, 2019

Friday

10:00 AM - 11:00 AM Check-In Steve/Mike -- Mike's Office

11:00 AM - 12:00 PM Check0In Heidi/Mike -- Mike's Office

March 25, 2019

Monday

9:00 AM - 10:00 AM Copy: Check-In Vern/Mike -- Mike's Office

March 26, 2019

Tuesday

8:30 AM - 9:30 AM LT Meeting -- City Hall 1st Floor Large Conference Room

4:30 PM - 5:30 PM Civil Service Meeting -- City Hall 1st Floor Large Conference Room

March 27, 2019

Wednesday

9:00 AM - 10:00 AM Check-In Mark/Mike -- Mike's Office

10:00 AM - 11:00 AM Check-In Nic/Mike -- Mike's Office

March 28, 2019

Thursday

7:30 PM - 9:30 PM Planning Commission Meeting -- Annex Council Chamber

March 28, 2019 Continued

66

Thursday

April 1, 2019

Monday

7:00 PM - 9:00 PM

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

7:00 PM - 9:00 PM

Spring Health Promotion Begins (Wellness)