

CITY OF LYNDEN



Mayor
Scott Korthuis

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

City Council Meeting
City Annex- 205 Fourth Street
March 21, 2022

This is an in-person council meeting with an option to call in via telephone:
+1 253-948-9362, Phone Conference ID: 655 526 162#

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Approval of Minutes

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

Items from the Audience

Scheduled:

Senator Simon Sefzik, 42nd District - Legislative session debrief. (10 minutes)

Melissa Ambler, PE, PMP, WSDOT- Construction projects in the Lynden area. (10 minutes)

Unscheduled (20 Minutes)

*Members of the public wanting to comment on any item **not** on the agenda are encouraged to contact the City Clerk at 360-255-7085. You are asked to provide your name, address, and a brief description of your comment for the council file. The time limit to speak is 3 minutes.*

Consent Agenda

- [2.](#) Approval of Payroll and Claims
- [3.](#) Watervliet Cannon Donation Agreement
- [4.](#) 2023 Budget Calendar
- [5.](#) Re-Appointment to Planning Commission – Tim Faber
- [6.](#) Civic Plus Website Contract

Public Hearing- None

Unfinished Business- None

New Business

[7.](#) Resolution 1047 - Interlocal Agreement for Building Services

Other Business

[8.](#) Draft Parks Committee Minutes February 22, 2022

[9.](#) Draft Public Works Committee Meeting Minutes March 9, 2022

[10.](#) Calendar

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 21, 2022	
Name of Agenda Item:	Draft Council Minutes- Regular Meeting	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: N/A	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes- Regular Meeting	
Summary Statement:	Draft Council Minutes- Regular Meeting	
Recommended Action:	For Council review.	

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

March 7, 2022

1. CALL TO ORDER

Mayor Korthuis called to order the March 7, 2022 regular session of the Lynden City Council at 7:00 p.m., which was held online, via Microsoft Teams.

ROLL CALL

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

Members absent: None.

Staff present: Fire Chief Mark Billmire, Planning Director Heidi Gudde, Police Chief Steve Taylor, Public Works Director Steve Banham, City Attorney Bob Carmichael, City Administrator John Williams, and City Clerk Pam Brown.

OATH OF OFFICE- None

APPROVAL OF MINUTES

Councilor Kuiken moved, and Councilor Strengholt seconded to approve the February 7, 2022, regular council meeting minutes as presented. Motion approved on a 7-0 vote.

ITEMS FROM THE AUDIENCE

Scheduled: None

Unscheduled: None

2. CONSENT AGENDA

Payroll Liability to February 16 through February 26, 2022

EFT & Other Liabilities

Non-L&I Liabilities

Monthly EFT	\$599,702.42
Check Liability	\$1,746.15
Total Non-L&I Liabilities	\$601,448.57
Quarterly Liabilities	\$11,928.43

Total EFT & Other Liabilities **\$613,377.00**

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Approval of Claims – February 22, 2022

Manual Warrants No.	<u>23948</u>	through	<u>23949</u>		\$8,134.63
EFT Payment Pre-Pays					\$45,334.57
				Sub Total Pre-Pays	\$53,469.20
Voucher Warrants No.	<u>23953</u>	through	<u>24038</u>		\$520,517.29
EFT Payments					\$26,610.88
				Sub Total	\$547,128.17
				Total Accts. Payable	\$600,597.37

Approval of Claims – March 8, 2022

Manual Warrants No.	<u>24060</u>	through	<u>24061</u>		\$6,796.99
EFT Payment Pre-Pays					\$2,222.81
				Sub Total Pre-Pays	\$9,019.80
Voucher Warrants No.	<u>24062</u>	through	<u>24112</u>		\$153,995.91
EFT Payments					0.00
				Sub Total	\$153,995.91
				Total Accts. Payable	\$163,015.71

Resolution No. 1046- Ambulance Fees

At the beginning of 2022, surrounding Whatcom County EMS agencies adjusted their mileage rate to \$17, in addition to their base transport fee. Resolution No. 1046 would adjust Lynden's loaded mileage rate from \$15 to \$17 for 2022. Moving forward, at the beginning of each new year, it will also allow the Lynden Fire Department to adjust the mileage rate in conjunction with other Whatcom County EMS agencies.

The base rate will adjust annually based on the previous 12-month October to October average CPI-U for the greater Seattle area but will not decrease.

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

3. PUBLIC HEARING - None

4. UNFINISHED BUSINESS- None

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



5. NEW BUSINESS

Appointment to Planning Commission – Khush Brar

Council is being asked to consider and confirm the Mayor's appointment of Khush Brar to a four-year term on the City's Planning Commission. Ms. Brar has expressed an interest in serving the community by taking a seat on the Planning Commission which she detailed in her application.

Mayor Korthuis appointed Khush to a four-year term beginning March 8, 2022 and ending March 2026 and asks that the Council confirm this appointment. This confirmation will mean that all seats on the Planning Commission are currently filled.

Councilor Laninga moved, and Councilor Kuiken seconded to confirm the appointment of Khush Brar to the Lynden Planning Commission to begin a four-year term beginning March of 2022 and concluding in March of 2026. Motion approved on a 7-0 vote.

6. OTHER BUSINESS

Councilor Lenssen reporting for the Community Development Committee:

- Residential development in CSL zoning
- Changes to parking requirements for multi-family
- Commercialization of rental properties becoming corporate level rentals

Councilor Wohlrab reporting for the Public Safety Committee:

- Police and Fire department overtime has decreased
- Fire department recruitment, 1 full-time and 3 part-time firefighters
- Majority of calls in Lynden are EMS calls
- Both new police officers will soon complete their current training
- Fraudulent check scam closed down
- Lynden Watch is alive and well

Councilor De Valois reporting for the Parks Committee

- Glenning Park charet
- Benson Park
- Cemetery cannon agreement
- Tim Holleman hired for Maintenance Supervisor position
- Auto-locks for restrooms at City Park and Bender Fields

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Councilor Strengholt reporting for the Finance Committee

- Payroll, OT, and sales tax revenue reviewed
- Sales tax revenue came in well over budget
- Online bill pay (Express bill pay)
- Processing overdue utility bills
- Staffing for finance department
- North Lynden Regional Sports Facility

Mayor Korthuis announced that Council would be going into a closed-door session for labor negotiations immediately following the meeting.

7. EXECUTIVE SESSION

Council did not hold an executive session.

8. ADJOURNMENT

The March 7, 2022, regular session of the Lynden City Council adjourned at 7:23 p.m.

Pamela D. Brown, MMC
City Clerk

Scott Korthuis
Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 21, 2022	
Name of Agenda Item:	Approval of Payroll and Claims	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	None	
Summary Statement:	Approval of Payroll and Claims	
Recommended Action:	Approval of Payroll and Claims	

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 21, 2022	
Name of Agenda Item:	Watervliet Cannon Donation Agreement	
Section of Agenda:	Consent	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Watervliet Howitzer Cannon Donation Agreement		
Summary Statement:		
<p>The Parks Committee and the City Administration discussed the Watervliet cannon located in the Lynden cemetery and what should happen to it should the association no longer desire to keep it. Both parties agreed that there should be a donation agreement written and approved by legal that would require the Cemetery District to return it to the City of Lynden should that decision be made at any point in the future.</p>		
Recommended Action:		
<p>Motion for council approval of the Watervliet Cannon Donation Agreement between the City of Lynden and the Whatcom County Cemetery District #10 and authorize the mayor's signature on the agreement.</p>		

DONATION AGREEMENT

THIS DONATION AGREEMENT (the “Agreement”) is made between the City of Lynden (“Donor” or “City”), a Washington municipal corporation, and Whatcom County Cemetery District 10 (“Donee” or “Cemetery District”), a Washington special purpose district, for the donation of an M1898 Watervliet Howitzer cannon used in World War I (“Cannon”) from the City to the Cemetery District, as of March 21, 2022 (“Effective Date”). The parties may be referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, American Legion Lynden Post No. 99 secured the Cannon from Fort Stevens, Oregon, according to an article in the Lynden Tribune dated April 27, 1922; and

WHEREAS, the Cannon is one of only eighteen (18) of its type known to remain in existence today; and

WHEREAS, the Cannon was displayed for many years in both Lynden City Park and the Lynden Pioneer Museum; and

WHEREAS, the Cannon has been on loan to the Cemetery District since 2006, as approved by the Lynden City Council, for display in the Lynden Cemetery; and

WHEREAS, the Lynden Cemetery is the final resting place of a large number of local veterans and an appropriate location for the Cannon to remain indefinitely; and

WHEREAS, the Donor and Donee are both public entities organized under the laws of the State of Washington; and

WHEREAS, the Lynden City Council approved the donation of the Cannon to the Cemetery District, subject to a right of reversion, at its regular meeting on _____, 2022; and

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

WHEREAS, the City now wishes to donate the Cannon to the Cemetery District subject to the provisions of this Agreement.

NOW THEREFORE, in consideration for the foregoing and the mutual covenants of the Parties set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Grant. The City hereby grants and conveys to the Cemetery District, without warranty of any kind, all of its right, title, and interest in the Cannon, subject to the right of reversion set forth herein.

2. Purpose. The purpose of this Agreement is to ensure that the Cannon will continue to be publicly displayed and enjoyed by the public at the Lynden Cemetery under the control of the Cemetery District. The Lynden City Council has found this to be a legitimate governmental purpose, which will best serve the community of Lynden and its educational and historical interests.

3. Right of Reversion. The City reserves a right of reversion in ownership of the Cannon. In the event that the Cemetery District dissolves or otherwise no longer exists, or if the Cannon is transferred or attempted to be transferred, assigned, or leased to any person or entity other than the City, relocated from Cemetery District property, or no longer made accessible for public viewing except for periods of repair or refurbishing, all right, title, and interest in the Cannon shall revert to the City. In such event the Cannon must be promptly returned to the City by the Cemetery District or its successors at a location designated by the City.

4. General Provisions

4.1 Authorization. The Parties are fully authorized to enter this Agreement as municipal entities in the State of Washington.

4.2 No Assignment or Third-Party Beneficiaries. The Cemetery District may not assign any of its rights and obligations under this Agreement. Any assignment of the Cemetery District’s rights or obligations constitutes a default. This Agreement is between the City and Cemetery District only. There are no intended third-party beneficiaries to this Agreement or to any provision herein.

4.3 Termination. This Agreement is terminable only pursuant to Section 3.

4.4 Default. The failure of the Cemetery District to return the Cannon to the City, pursuant to Section 3, shall constitute a default.

4.5 Remedies. If the Cemetery District defaults, the City may seek damages and/or specific performance under this Agreement.

4.6 Governing Law and Venue. Any dispute arising out of this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Whatcom County Superior Court.

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

4.8 Attorney’s Fees and Costs. In the event of any cause of action or litigation arising out of an alleged breach of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney’s fees and costs from the non-prevailing Party.

4.9 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the donation of the Cannon.

4.10 Amendment. This Agreement shall not be amended, changed, modified, or otherwise altered except by written consent by the Parties.

4.11 Counterparts. This Agreement may consist of two or more separately ratified counterparts, each of which shall constitute a duplicate original of this Agreement.

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

DONOR:
CITY OF LYNDEN

By: Scott Korthuis
Its: Mayor

DONEE:
WHATCOM COUNTY CEMETERY DISTRICT 10

By: Dick Decima
Its: _____

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

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

NOTARY PUBLIC in and for the
State of Washington, residing at
Whatcom County
My commission expires: 9-4-2025

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

I certify that I know or have satisfactory evidence that Dick Decima is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the WHATCOM COUNTY CEMETERY DISTRICT 10 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for the
State of Washington, residing at
Whatcom County
My commission expires: 9-4-2025

CITY OF LYNDEN

EXECUTIVE SUMMARY - FINANCE



Meeting Date:	March 21, 2022	
Name of Agenda Item:	2023 Budget Calendar	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
Proposed 2023 Budget Calendar		
Summary Statement:		
<p>As required by RCW, there are several budget preparation deadlines as the City moves forward in preparing its year 2023 Budget. Attached is the proposed 2023 budget calendar for Council approval.</p> <p>These dates are for final review and approval of the full Council. Upon approval this calendar will be distributed as presentation dates to the satellite agencies, as well as to City departments.</p> <p>This calendar was reviewed earlier by the Finance Committee at their March 21st meeting and approved for review by the full Council.</p>		
Recommended Action:		
The City Council approve the 2023 Budget Calendar as presented.		

2022 Date Requirements

Steps in Budget Preparation

Tuesday, August 2	Meeting with Department Leaders to launch 2023 budget process. Satellite Agencies requested to prepare estimates of revenues/expenditures. Six-year capital plans distributed to Dept. Heads.
Friday, August 19	Estimates of revenues/expenditures, initiatives and six-year capital plans due to Finance Dept.
August 24 - 31	Mayor reviews and approves initiatives.
Friday, September 2	Mayors approved initiatives communicated to Departments and Satellites.
Thursday, September 22**	Final budget to be filed with Finance Director.
Friday, September 30**	Final budget presented to Mayor/City Administrator.
Monday, October 3**	Mayor provides the City Council with current information and estimates of revenues from all sources, as adopted in the budget for 2022.
Monday, October 17**	Mayor presents 2023 budget message to Council, and provides the Council with the proposed preliminary budget for 2023.
Wednesdays, October 26 and November 2**	Finance completes public notice of filing of preliminary budget and notice of public hearing on preliminary budget.
Monday, Nov 7 – 7:00 PM**	Preliminary budget hearing for public; Set Public Hearing for 2023 property tax levy.
Wednesday Nov 9 & Nov 16**	Public notice of hearing setting property tax levy.
Monday, November 21***	Setting property tax levy.
Wednesday, Nov 23 & Nov 30**	Public notice of final hearing for proposed 2023 budget.
Monday, December 5 – 7:00 PM**	Final public hearing on proposed 2023 budget.
Monday, Dec 5– Monday, Dec 19**	Adoption of 2023 budget by City Council.

** Required by RCW, ***Property Tax Levy must be completed prior to November 30, 2022.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 21, 2022	
Name of Agenda Item:	Re-Appointment to Planning Commission – Tim Faber	
Section of Agenda:	New Business	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: <u>Mayor</u>
		Legal Review:
		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
Planning Commission Application of Nikki Turner		
Summary Statement:		
<p>Tim Faber has agreed to serve an additional term on the City’s Planning Commission. This reappointment is being brought forward to the City Council meeting for confirmation.</p> <p>The Mayor and staff appreciate Tim’s willingness to serve another term with the Planning Commission and request that the City Council confirm his appointment.</p>		
Recommended Action:		
Motion to confirm the reappointment of Tim Faber to the Lynden Planning Commission for a term beginning March 2022 and expiring December 2026.		

CITY OF LYNDEN

EXECUTIVE SUMMARY - FINANCE



Meeting Date:	March 21, 2022	
Name of Agenda Item:	Civic Plus Contract	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
Legal Review:	<input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Civic Plus Contract		
Summary Statement:		
<p>The City's website has advanced to the point that it requires modification. City Administration, at the direction of the Mayor and City Administrator, are upgrading the City's website to meet increasing content demands.</p> <p>To accomplish the needed enhancements the City is seeking to enter into the proposed contract with Civic Plus. Civic Plus is a web developer that will host, secure and help manage the City's website. These improvements will not only increase functionality, but also make the site more mobile friendly.</p> <p>This contract was reviewed by the Finance Committee at their March 21st meeting and approved for review by the full Council.</p>		
Recommended Action:		
The City Council approve the Civic Plus Contract for the Mayor's signature.		



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-20513-1

Date:

11/2/2021 11:42 AM

Expires On:

3/31/2022

Product:

CivicEngage

Client:

Lynden WA - CivicEngage

Bill To:

Lynden WA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Colleen Burke	x	colleen.burke@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (http://URL)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (http://URL)	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
1.00	4yr Redesign Premium Annual - CivicEngage Central	4yr Redesign Premium Annual - CivicEngage Central	Renewable
150.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
4.00	Virtual Content Consulting - CivicEngage	Virtual Content Consulting 1/2 day block - CivicEngage	One-time
Total Investment - Year 1			USD 33,854.00
Annual Recurring Services - Year 2			USD 7,046.55

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced as follows:
 - a. Upon signing this SOW, thirty percent (30%) of the Total Investment Year 1 Fees;
 - b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Investment Year 1.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 21, 2022	
Name of Agenda Item:	Resolution 1047 - Interlocal Agreement for Building Services	
Section of Agenda:	Other Business	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Resolution 1047 with Exhibit A, the Proposed Interlocal Agreement for Building Inspection and Permit Review Services		
Summary Statement:		
<p>The small cities of Whatcom County have an interlocal agreement for mutual aid. In addition, a more specific agreement is typically in place that provides for the exchange of building inspection and building permit review. This agreement has been valuable to the organization as only one person fills this role for the City of Lynden. A few times per year the City of Lynden utilizes inspectors from other cities (usually Blaine or Sumas).</p> <p>The previous agreement expired at the end of 2021 and a revised agreement has been circulated among the small cities with the final issue of discussion relating to fees. In the proposed agreement the fee was revised from a flat rate to a fee which reflects the actual cost of the employees time including benefits. This is the most significant alteration from the previous agreement. Reflecting actual cost is consistent with other interlocal agreements the City of Lynden is party to.</p> <p>The Community Development Committee for reviewed proposed changes to this interlocal agreement on December 15th, 2021. The final version of the agreement is attached.</p>		
Recommended Action:		
Motion to approve Resolution 1047 - Interlocal Agreement for Building Inspection and Permit Review Services and to authorize the Mayor's signature on the resolution and agreement documents.		

RESOLUTION NO. 1047

**CITY OF LYNDEN RESOLUTION TO APPROVE THE INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BLAINE, EVERSON, FERNDALE, LYNDEN,
NOOKSACK, AND SUMAS REGARDING BUILDING CODE ADMINISTRATION,
PLANS EXAMINATION AND BUILDING INSPECTION**

WHEREAS, the Parties of the proposed interlocal agreement regularly enforce and administer building code requirement, review permit plans, and conduction building inspections; and

WHEREAS, the Parties each desire to utilize the resources of each other to assist in performing building code administration, review of building permit plans, and conduction building inspections; and

WHEREAS, the Parties agree to compensate each other for performing the above services; and

WHEREAS, the previous interlocal agreement regarding Building Code Administration, Plans Examination, and Building Inspection expired on January 1, 2022; and

WHEREAS, the Community Development Committee reviewed and showed support for the proposed changes to the interlocal agreement on December 15, 2021; and

WHEREAS, the Parties of the agreement have mutually agreed to move the document to secure approval from their City Councils; and

WHEREAS, it is beneficial for the City of Lynden to have access to resources available from nearby Cities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lynden to approve the updated Interlocal Agreement between the Cities of Blaine, Everson, Ferndale, Lynden, Nooksack and Sumas regarding Building Code Administration, Plans Examination, and Building Inspection as presented in Exhibit A.

**PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, _____ IN FAVOR
_____ AGAINST AND SIGNED BY THE MAYOR THIS _____ DAY OF _____,
2022**

MAYOR, Scott Korthuis

ATTEST:

CITY CLERK, Pamela Brown,

APPROVED AS TO FORM:

CITY ATTORNEY, Robert Carmichael

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLAINE – CITY OF EVERSON – CITY OF FERNDALE - CITY OF
LYNDEN - CITY OF NOOKSACK - CITY OF SUMAS RELATING TO BUILDING CODE
ADMINISTRATION, PLANS EXAMINATION AND
BUILDING INSPECTION

This Agreement is made and entered into by the City of Lynden, a Washington municipal corporation, hereinafter referred to as "Lynden", the City of Blaine, a Washington municipal corporation, hereinafter referred to as "Blaine", the City of Everson, a Washington municipal corporation, hereinafter referred to as "Everson", the City of Ferndale, a Washington municipal corporation, hereinafter referred to as "Ferndale", the City of Nooksack, a Washington municipal corporation, hereinafter referred to as "Nooksack", the City of Sumas, a Washington municipal corporation, hereinafter referred to as "Sumas", individually referred to as Party and collectively referred to as "Parties", to establish an arrangement pursuant to RCW Chapter 39.34.

WHEREAS, the Parties each regularly enforce and administer building code requirements, review building permit plans and conduct building inspections; and

WHEREAS, the Parties each desire to utilize the resources of each other to assist in performing building code administration, review of building permit plans and conducting building inspections; and

WHEREAS, the Parties agree to compensate each other for performing the above services; and

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

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

NOW THEREFORE, in consideration of the terms and provisions contained herein, the Cities of Lynden, Blaine, Everson, Ferndale, Nooksack, and Sumas agree as follows:

- I. *Purpose*: The purpose of this Agreement is to set the terms whereby the Parties will assist each other in performing building code administration, review of building permit plans, and conducting building inspections.
- II. *Administration*: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- III. *Party Responsibilities*: Each Party agrees to provide building code staff services including building code administration, review of building permit plans, and conducting building inspections on request by another Party. In the case of emergencies where transportation systems are effectively cut off, the inspector residing in or nearest to other jurisdictions may be called upon to assist with building code inspections, review building permit plans, conduct building

inspections, conduct an inventory of destroyed or damaged buildings or other building code related duties, as necessary. Each Party reserves the right to refuse the provision of services if in the judgment of the person responsible for the Party under this Agreement determines that such provision would cause an unreasonable hardship on the Party's available resources.

- IV. *Payment:* Services performed pursuant to this Agreement shall be reimbursed to cover the actual cost of the service provided. The actual costs shall include the hourly cost of the employee providing the service including reimbursement for mileage. The hourly cost for an employee includes their hourly pay and the cost of their benefits to reach a composite hourly rate. Benefits to include Social Security, Worker’s Compensation, Unemployment Insurance, and other benefits current included in the position that include Health benefits (such as medical, dental, life), Retirement and Pension, and Disability Insurance.
- V. Mileage rate shall be the rate published by the Internal Revenue Service for the year during which services are performed. Each Party shall submit itemized invoices monthly to the Party for the services performed. The Parties understand that in some months no invoicing will occur if no services are performed. Each invoice shall detail work performed and supplies or materials purchased. Each Party agrees to pay invoices within 45 days from receipt of the invoice.
- VI. *Term:* The Term of the Agreement shall be from January 1, 2022 through December 31, 2027.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the City of Lynden Planning Department Director, the City of Blaine Community Development Services Director, the City of Everson Public Works Department Director, the City of Ferndale Community Development Director, the City of Nooksack Public Works Department Director and the City of Sumas Public Works Department Director, or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- IX. *Relationship of the Parties:* The Parties are separate entities organized under the laws of the State of Washington and this Agreement is not intended to create any new legal or corporate entity. No agent, employee, servant, or representative of any Party shall be deemed to be an employee, agent, servant, or representative of any other Party for any purpose. Each Party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement.
- X. *Indemnification:* Each Party is responsible for the validity of its own municipal code. Each Party providing services to another Party pursuant to this Agreement agrees to be responsible and hold harmless the Party receiving services from liability for the wrongful and/or negligent acts or omissions of those officials, officers, agents, or employees of the Party providing services pursuant to this Agreement to

the extent caused by the Party providing services. Each Party receiving services pursuant to this Agreement agrees to be responsible and assume liability for the wrongful and/ or negligent acts or omissions of its own officials, officers, agents, or employees to the extent caused by the Party receiving services, and further agrees to save, indemnify, defend, and hold the Party performing services pursuant to this Agreement harmless from any such liability. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- XI. Each Party shall maintain general liability insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate, auto liability insurance with a minimum combined single limit of \$1,000,000, and professional liability insurance in an amount not less than \$1,000,000 each occurrence. Membership in a self-insured municipal risk pool may satisfy the insurance requirements.
- XII. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
- XIII. *Non-discrimination in Employment and Client Services:* No Party shall discriminate against any person on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical handicap. No Party shall discriminate against any employee or applicant for employment because of disability; provided that, this provision shall not apply if the disability prevents proper performance of the work involved.
- XIV. *Termination:* Any party may individually terminate their participation in this Agreement without cause effective upon sixty (60) days' written notice, mailed postage pre-paid by certified mail or electronic mail (e-mail), return receipt requested, to all remaining Parties last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Any such termination by an individual Party shall have no effect upon nor result in the termination of the Agreement for the remaining parties.
- XV. *Modifications:* This Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- XVI. *Applicable Law:* In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising from the terms herein shall be in the Superior Court of the State of Washington in and for Whatcom County.

- XVII. *Severability:* In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- XVIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XIX. *Counterparts:* This Agreement may be executed in multiple counterparts and each shall be deemed an original, but all of which together constitute a single instrument.
- XX. *Effective Date:* This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF,
the Parties have signed this Agreement this ____ day of _____, 2022

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF BLAINE

Approved as to form:

By: _____
Michael Jones, Manager

Jon Sitkin, City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

DATED this _____ day of _____, 2022.

Name (typed or printed): _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires: _____

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF FERNDALE

Approved as to form:

By: _____
Greg Hansen, Mayor

Dannon Traxler, City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

DATED this _____ day of _____, 2022.

Name (typed or printed): _____

NOTARY PUBLIC in and for the State of
Washington

Residing at _____

My appointment expires: _____

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF LYNDEN

Approved as to form:

By: _____
Scott Korthuis, Mayor

Bob Carmichael, City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

DATED this _____ day of _____, 2022.

Name (typed or printed): _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires: _____

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF NOOKSACK

Approved as to form:

By: _____
Kevin Hester, Mayor

City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

DATED this _____ day of _____, 2022.

Name (typed or printed): _____
NOTARY PUBLIC in and for the State of Washington
Residing at _____
My appointment expires: _____

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF SUMAS

Approved as to form:

By: _____
Bruce Bosch, Mayor

City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

DATED this _____ day of _____, 2022.

Name (typed or printed): _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires: _____

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 21, 2022,	
Name of Agenda Item:	Draft Parks Committee Minutes February 22, 2022,	
Section of Agenda:	Other Business	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
ES-Draft Parks Committee Minutes February 22, 2022		
Summary Statement:		
See Next page		
Recommended Action:		
For Council Review		



PARKS COMMITTEE MINUTES

February 22, 2022

1. ROLL CALL:

Members Present: Councilors Ron DeValois; Nick Laninga and Mark Wohlrab

Staff Present: City Administrator John Williams; Parks Director Brent DeRuyter

2. ACTION ITEMS:

A. **Approval of Parks Committee Minutes- January 18, 2022**

Lanunga motioned to approve the January 18, 2022, minutes Wohlrab approved the motion.

Action: The Parks Committee Minutes from January 18, 2022, were approved.

3. INFORMATION ITEMS:

A. Updates on Parks projects:

Glennig

Initial Park planning meeting with Dave Christensen Feb. 24, 2022

Benson Park

Waiting on feedback from the wood scientist and engineering before moving forward

Exploratory committee met to discuss a turf complex

Discussion about a road going through the park led to agreement that one should not go through the park for safety reasons

Dickinson

Have invasive species workdays planned with students

Materials ordered for installation of foot bridge

Trails

Tree removal and mitigation strategies in several spots

CITY OF LYNDEN

PARKS DEPARTMENT



B. Cemetery Cannon

Information was presented that legal paperwork is being finalized for a donation agreement between the city and the cemetery district.

C. Maintenance Supervisor

An offer letter was extended and signed by Tim Holleman, start date is March 7, 2022.

D. Automated Lock Discussion

Discussion about the installation of door locks at City Park, Bender Fields, and Aaron Drive along with a bid from Security Solutions occurred. More information and IT concerns will be presented at the March meeting before a final decision is made.

4. ITEMS ADDED:

A. City Camping Ordinance

A city ordinance draft for camping on city property has gone through planning and is now being reviewed by legal.

Meeting Adjourned 5:05pm.

NEXT MEETING DATE
March 21, 2022

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 21, 2022	
Name of Agenda Item:	Public Works Committee Meeting Minutes March 9, 2022	
Section of Agenda:	Approval of Minutes	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
March 9, 2022 Draft Public Works Committee Meeting Minutes		
Summary Statement:		
Draft minutes for the March 9, 2022 Public Works Committee meeting.		
Recommended Action:		
For Review		



PUBLIC WORKS COMMITTEE MINUTES

4:00 PM March 9, 2022

City Hall 2nd Floor Large Conference Room

CALL TO ORDER

- Members Present: Mayor Scott Korthuis; Councilors Gary Bode, Ron De Valois and Jerry Kuiken
- Staff Present: City Administrator John Williams; Public Works Director Steve Banham; Programs Manager Mark Sandal; Office Manager Heather Sytsma; and Sr. Admin. Assistant Jessica King
- Public Present: Gary Vis, Dean Francis, Gail Cordell, Judy Harmon Smith, Ken Buist, Jan Holtrop

ACTION ITEMS

1. **Approve Minutes from February 9, 2022**
Bode motioned to approve the minutes, and Kuiken seconded the motion.
Action
The minutes from February 9, 2022, were approved.
2. **Request to Bring West Front Street Bids Directly to April 4 City Council Meeting**
Advertisement for bids will be March 9 and 16. The bid opening is scheduled for March 24. Staff is requesting authorization to take bids directly to City Council on April 4th upon review and approval by the Committee.
Action
The Public Works Committee concurred that award for bid be presented directly to City Council upon Committee review of the bid tabulation.
3. **Pepin Parkway Connection to Benson Road at Diamond Lane**
Banham presented the map showing the previously proposed roadways within the Benson Park area. The Parks Board has expressed concern about locating the Parkway within the park. Staff has talked to the Benson Park master planning consultant to get their input on the impacts of the roadway on the park. The Committee discussed alternate locations for the roadway to maximize use of the surrounding property and impose the least number of hazards for those using this future park area. The concern is pedestrian traffic between the two sections of the park that the road may subdivide.

Korthuis said he would like to see a connecting road tying into Homestead Boulevard; however, he thought this may require an additional bridge.

Banham discussed that private development along Double Ditch may change the construction schedule alternatives of the Parkway. These developments can be accessed either from Double Ditch Road or the Parkway. Due to the critical areas and buffers along Double Ditch the developers are leaning towards building the culvert/bridge at the future Pepin Creek area instead of over existing Double Ditch. They will then access their sites from Benson Road utilizing the new culvert.

The Committee discussed at length a Sunrise Drive connector option for the Parkway.

Banham introduced Dean Francis, a prospective developer of the property west of Benson Road at Sunrise Drive. A layout of the parkway continuing west from Sunrise would significantly impact how he develops the property because of the right-of-way width and road curvature.

Banham suggested obtaining traffic counts and the previous WCOG analysis on Benson Road to present to a future Public Works Committee meeting. Projected traffic counts on the parkway will allow comparisons with the existing Homestead Boulevard.

Action
This item was for discussion only.

INFORMATION ITEMS

4. Meadow Lane Flooding - Residents

Banham introduced Meadow Lane residents Judy Harmon Smith, Ken Buist, and Jan Holtrop who were in attendance to discuss flooding on Meadow Lane. They presented a map of where they said flooding happened in their neighborhood and the photos of the flooding damage in the roads and at their homes.

Banham discussed the Guide Meridian culvert replacement project for Duffner Ditch Creek being finalized by WSDOT for construction in Summer, 2023 that could increase downstream flow in the future. The culvert under Main Street on the east side of the Guide Meridian was not able to handle the higher flows during the November 2021 flood event. Bode questioned if WSDOT owns the ditch and culvert by the area that is flooding. Staff will research this with WSDOT. When the State widens the Guide Meridian, this will be the time to re-evaluate and potentially replace those culverts.

The Committee discussed cross border development and the increased flows the City is seeing as a result. In the meantime, the City will evaluate emergency actions to see if anything can be done to minimize risks to those properties.

5. Century Water Association Request for Emergency Tie-In

Banham informed the Committee that the Century Water Association, located south of Birch Bay Lynden Road at Lyn Dale Drive (the Mallard's Landing neighborhood), has requested an emergency tie into the City of Lynden water supply while their well is repaired. The Department of Ecology would need to utilize the Over-riding Consideration of Public Interest (OCPI) to allow this, similar to what was done with Kon Tree Aire. They are seeking State Health Department approval and grant funding for this purpose. They are hoping to do the repairs this summer.

6. Six Year Transportation Improvement Plan (2023 - 2028)

Banham distributed the proposed Six Year Transportation Improvement Plan map for discussion. He explained that the order does not reflect priority. He also requested the Committee give the list one last review for any comments. This list will be finalized at the April Public Works Committee meeting before being submitted to City Council for approval.

7. Proposed Private Street and Development - Mike Engels

Banham stated Mike Engels has proposed a private street near the recently acquired 1625 Main Street. The Committee discussed private streets and whether to continue allowing them. The Committee was not in favor of private streets.

8. Projects Update

WSDOT Duffner Culvert Replacement (2023) –

The City is coordinating with WSDOT for extension of the water distribution main on Guide Meridian under the culvert and also coordinating on stormwater conveyance from the natural depression that currently receives drainage from 19th Street and Meadow Lane [See Item 4 above].

Bradley Road

The City is coordinating with the Lynden School District to reconfigure the Lynden High School Parking Lots in conjunction with the widening of Bradley Road. Korthuis stated he has a \$3,000,000 request into the Washington State Legislature.

Banham presented the project map, explaining that the legislative funds will pay for the roadway reconstruction, but the City will still need to acquire funds to complete the roundabout. Banham stated that staff will be applying for grants for this project.

The Committee discussed parking and the need for more at the high school. Banham stated that the new configuration provides the same number of parking spaces, and they now meet standards.

Pepin Creek Main Street Bridge (CC 4/18/2022)

Banham stated that easements are being finalized. This project should be out to bid by the end of March.

Pepin Creek Relocation

Banham stated that staff is finalizing the SEPA application and continuing to meet with property owners.

South Park Street / Waterline (CC 5/2/2022) -

Banham stated that this project is scheduled to be constructed this year. It will provide fireflow on South Park, reconstruct the street and add ADA compliant sidewalks. Korthuis stated that he is pursuing EDI grant funds of \$700,000 for this project, with the balance to be provided by City utility and TBD funds.

6th Street Sewer CIPP

Banham stated that the pipe has been cleaned and now needs to be lined. Advertisement for bid should occur in April.

Grover Overlay (CC 7/18/2022)

Banham stated that surveying is occurring, with construction scheduled to coordinate with events.

Bode asked if the City would be able to get the grindings from this project to use for future alley repairs.

West Front Street (CC 4/4/2022)

This project is currently out to bid with bids due on March 24th. The City is finalizing a latecomer reimbursement assessment for the property on the north side of the project area.

Industrial Condensate Outfall

Work will be suspended after this month awaiting materials.

Lynden Recreation Center

City crew installed stormwater pipes for downspouts. The siding replacement is almost complete. Banham stated that a maintenance repair list is being created for ongoing repairs to determine whether the maintenance is the responsibility of Forge or the City.

NEW BUSINESS:

1. Lynden Farmers Market Location

Banham stated that the Farmer’s Market has requested to place a shed in the parking lot of the Community Center. An agreement is being developed.

2. 1625 Main Street Demolition

Banham stated he has received a quote from Mike Engels for demolition of the City-owned house at 1625 Main Street. Engels owns the adjacent property to the west and the City has proposed a lot line adjustment as a way to use the unused remnant from the Pepin Creek Bridge project. [See # 7 above]

3. Sidewalk Width on Southwest Corner of Guide Meridian and Main Street

Banham explained that the Lynden Shell project in the southwest corner of Main Street and Guide Meridian has requested a reduction in sidewalk width from eight to six feet. The standard width for sidewalks in a commercial area is eight feet. However, most of the sidewalks near the Safeway complex are six feet in width. Banham sought Committee support for a variance allowing six-foot sidewalks in the Main Street development. The Committee concurred. [Subsequent discussions with WSDOT indicate they don’t want sidewalks on Guide Meridian due to the upcoming widening project.]

ADJOURNMENT: The meeting adjourned at 5:55 p.m.

NEXT MEETING: April 6, 2022

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 21, 2022	
Name of Agenda Item:	Calendar	
Section of Agenda:	Other Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Summary Statement:		
Recommended Action:		

March 21, 2022

Monday

4:00 PM - 5:00 PM

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

March 24, 2022

Thursday

7:00 PM - 9:00 PM

Planning Commission -- TBD: Virtual Meeting or Annex Council Chamber

March 30, 2022

Wednesday

All Day

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