

CITY OF LYNDEN



Mayor
Scott Korthuis

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

Online (Microsoft Teams) City Council Meeting
205 Fourth Street, Lynden, WA, 98264
November 02, 2020

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

Members of the public may join the city council meeting telephonically by dialing 1-253-948-9362. You will then be prompted to enter the Conference ID 266 049 316 #. **It is necessary to enter the # symbol after entering the numerals.**

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

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

Call to Order

Pledge of Allegiance- None

Roll Call

Oath of Office

Approval of Minutes

- [1.](#) Draft Council Minutes- October 19, 2020

Items from the Audience

Scheduled

Unscheduled (20 Minutes)

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

Consent Agenda

- [2.](#) Approval of Payroll and Claims
- [3.](#) Set the Public Hearing for the 2021 Property Tax Levy
- [4.](#) Set Public Hearing-Resolution No. 1026 -Revisions to the Project Manual for Engineering Design and Development Standards
- [5.](#) Access Easement – Robert and Erin Lee and J and E Black – 936 East Front Street and 940 East Front Street
- [6.](#) Access and Utility Easements on Parcel 3 within Maberry Division No. 8 Lot Line Adjustment Granted by Quality Plumbing and Construction
- [7.](#) Access and Utility Easements on lots 10 and 11 of in Maberry Division No 8 Lot Line Adjustment granted by Engels and Garden Green Condominium and Sports Club Cabanas Condominiums
- [8.](#) License Agreement for Private Stormwater Facilities – Americold (406 2nd Street)

Public Hearing**New Business****Unfinished Business**

- [9.](#) Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding

Other Business

- [10.](#) Draft Public Works Committee Meeting Minutes October 7, 2020
- [11.](#) Draft Parks Committee Minutes October 19, 2020
- [12.](#) Calendar

Executive Session**Adjournment**

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Draft Council Minutes- Regular Meeting	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: N/A	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes- Regular Meeting	
Summary Statement:	Draft Council Minutes- Regular Meeting	
Recommended Action:	For Council review.	

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



October 19, 2020

1. CALL TO ORDER

Mayor Korthuis called to order the October 19, 2020 regular session of the Lynden City Council at 7:00 p.m. held through an online web-based meeting platform (Microsoft Teams).

ROLL CALL

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

Members absent: Councilor Mark Wohlrab, absent.

Staff present: Finance Director Anthony Burrows, Fire Chief Mark Billmire, Parks Director Vern Meenderinck, Police Chief Steve Taylor, City Clerk Pam Brown, City Administrator Mike Martin, and City Attorney Bob Carmichael.

OATH OF OFFICE- None

APPROVAL OF MINUTES

Councilor Strengtholt moved and Councilor Laninga seconded to approve October 19, 2020 regular council minutes as presented. Motion approved on a 6-0 vote.

ITEMS FROM THE AUDIENCE

Scheduled:

Ted DenBleyker, 301 S 16th Street, Lynden

Mr. DenBleyker addressed council in regard to the possibility of him being cited by the city for parking over the public sidewalk. He stated that he has parked in this same location for a number of years and does so because his house, which was built many years ago, does not have a driveway long enough for parking a vehicle.

Mayor Korthuis advised Mr. DenBleyker to attend the upcoming Community Development meeting and also encouraged him to also attend the Public Works Committee meeting so that council members could work through his driveway issue.

Unscheduled- None

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

Kent Oostra, Exact Scientific Services

Mr. Oostra addressed council to speak about the four months of data results that has been collected for the City of Lynden. The sewage spike for COVID is showing potential upward trends 3-10 days before symptomatic cases are detected. Mr. Oostra’s review of SARS-CoV-2 sewage water testing report has been included in the official council file.

2. CONSENT AGENDA

Approval of Claims – October 20, 2020

Manual Warrants No.	<u>20354</u>	through	-		7,500.00
EFT Payment Pre-Pays					\$194,054.64
				Sub Total Pre-Pays	\$201,554.64
Voucher Warrants No.	<u>20147</u>	through	<u>20284</u>		\$1,294,547.44
EFT Payments					\$0.006
				Sub Total	\$1,294,547.44
				Total Accts. Payable	\$1,496,102.08

Payroll information is unavailable at this time due to transition to new payroll system (Caselle)

Interlocal with Whatcom County Parks & Recreation and the Lynden Community (Senior) Center

The Interlocal agreement between the City and Whatcom County Parks and Recreation Department has been in place for a number of years. The City and Whatcom County agree to provide funding for on-site staffing to assist with the operation of the Lynden Community Center. The current agreement expires at the end of 2020. This Interlocal agreement is identical to the one used for years. The Parks Committee reviewed the agreement and recommends approval of the full council.

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

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



3. PUBLIC HEARING - None

4. UNFINISHED BUSINESS - None

5. NEW

State Advocacy contract with Gordon Thomas Honeywell- **Pulled from Agenda**

Briahna Murray, Vice-President of Gordon Thomas Honeywell Governmental Affairs, has been Lynden's State advocate advocated since 2015. That advocacy has resulted in more than \$8 million worth of capital earmarks for important City projects. The attached contract is virtually identical to its predecessors and continues the relationship with Ms. Murray and her firm. Key terms of this agreement include:

1) Cost: \$3,000 monthly for a total of \$36,000 in 2020. The rate is unchanged from previous years and is included in the proposed 2021 budget.

2) Scope: The full Scope of Work is delineated in Attachment A on page 3 of the consulting agreement. It includes a range of duties required to advance the City's 2020 Legislative Agenda.

This item was pulled from the agenda and will come before council at the November 16, 2020 council meeting.

Introduction of the 2021 Preliminary Budget & Mayor's Budget Message

The Mayor's 2021 Budget message was read into the record and is made a part of the official council file. No other action was taken.

6. OTHER BUSINESS

Council Committee Updates

Councilor Strengholt for the Finance Committee which involved the discussion of:

- Payroll & Claims
- Overtime for Police and Fire department and future breakdown of where the OT is allocated percentages
- Robust sales tax for September 2020 (reporting lags by 2 months)
- Discussion of GTH contract
- Questions about the 2021 Preliminary Budget can be directed to Anthony, Mike, and Mayor Korhuis

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Councilor De Valois reporting for the Parks Committee which involved discussion of:

- Parks Master Plan level of service
- Request from an individual to purchase a piece of the Dickinson property
- Hours of lighting at the Rotary Park at Bender Fields may be reduced to 9 pm
- Recreation Center (former YMCA) improvements
- Berthusen restroom project

7. EXECUTIVE SESSION

Council recessed into executive session at 7:46 p.m. to discuss a potential litigation. It was anticipated that the executive session would last approximately 20 minutes total and that a decision will not be made.

The Council meeting reconvened at 8:06 p.m.

8. ADJOURNMENT

The October 19, 2020 regular session of the Lynden City Council adjourned at 8:06 p.m.

Pamela D. Brown, MMC
City Clerk

Scott Korthuis
Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Approval of Payroll and Claims	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks <input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Approval of Payroll and Claims	
Recommended Action:	Approval of Payroll and Claims	

CITY OF LYNDEN

EXECUTIVE SUMMARY - FINANCE



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Set the Public Hearing for the 2021 Property Tax Levy	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	<p>On Monday, October 19, 2020 the 2021 Preliminary Budget was introduced by the Mayor to the City Council and the Public. As required by the budget process, in order to receive public comments before adoption of the budget, a public hearing is required for consideration of any public commentary regarding the property tax levy.</p> <p>At this time, the request is to hold the required public hearing approve the property tax levy at the City Council meeting on Monday, November 16, 2020 at 7:00PM.</p>	
Recommended Action:	For Council to set a public hearing on Monday, November 16, 2020 to hear and consider from the public, testimony regarding the property tax rate.	

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Set Public Hearing for Revisions to the Project Manual for Engineering Design and Development Standards	
Section of Agenda:	Consent	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review:
		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
Proposed Resolution No. 1026		
Summary Statement:		
<p>The Project Manual for Engineering Design and Development Standards was adopted by City Council on April 5, 2004 and was updated in November 2006 and November 2010. These standards are required by the City’s Growth Management Act and include street, water, sewer, and storm drainage standards. The manual also addresses access issues, permitting processes and procedures, and includes various forms necessary in the development process.</p> <p>In response to inquiries, changes in technology, and the direction of various City Committees, additions, deletions and/or clarifications have been made to the Project Manual for Engineering Design and Development Standards. Staff is now presenting proposed Resolution No. 1026 along with a list of revisions for Council review.</p> <p>The Public Works Committee reviewed the updates at their October 4, 2020 meeting and recommended that they be forwarded to City Council for consideration.</p>		
Recommended Action:		
That City Council set a Public Hearing date of November 16, 2020 to hear comments on proposed Resolution No. 1026 – Amendment to the Project Manual for Engineering Design and Development Standards.		

RESOLUTION NO. 1026

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

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

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

LIST OF REVISED TEXT BY DIVISION:

DIVISION 2 APPLICANT CHECKLIST

Full Section Revision.

DIVISION 3 CONSTRUCTION PLAN REQUIREMENTS

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

DIVISION 4 STREET DESIGN STANDARDS

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

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

DIVISION 5 SITE ACCESS/DRIVEWAYS

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

DIVISION 6 WATER DESIGN STANDARDS

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

DIVISION 7 SEWER DESIGN STANDARDS

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

DIVISION 8 STORM DRAINAGE AND EROSION CONTROL

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

DIVISION 9 STANDARD FORMS

Full Section Revision.

DIVISION 10 PERMIT APPLICATIONS

Full Section Revision.

LIST OF REVISED FIGURES BY DIVISION:

*Note: All figures have been updated to be on the most recent title blocks and using uniform font and text size. Some figures have been renumbered,

DIVISION 4 STREET DESIGN STANDARDS

Figure 4-2

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

Figure 4-3

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

Figure 4-4

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

Figure 4-5

- Updated HMA terminology.
- Removed specific shoulder requirements.

Figure 4-6

- Figure added for fill slopes.

Figure 4-7

- Figure added for City trail section.

Figure 4-9

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

Figure 4-12

- Figure added for monument in pavement.

Figures 4-14 through 4-17

- Updated to current WSDOT standard plan.

Figure 4-21 through 4-27

- Updated to current WSDOT standard plan.

Figure 4-28

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

Figure 4-29

- Added figure for path adjacent to curb and gutter.

Figure 4-33

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

Figure 4-34

- Added “TYPE 1 BOLLARD STANDARD” figure.

Figure 4-35

- Added “STANDARD JOINT AT WIDENED STREET” figure.

Figure 4-36

- Added “CASTINGS OUTSIDE OF HARDENED SURFACE” figure.

DIVISION 5 SITE ACCESS/DRIVEWAYS

Figures 5-1 and 5-2

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

Figure 5-3

- Added “ACCESS POINT DISTANCE FROM ROUNDABOUT” figure.

Figure 5-5

- Updated to current WSDOT standard plan.

DIVISION 6 WATER DESIGN STANDARDS

Figure 6-1

- Updated acceptable hydrants.

Figure 6-2

- Arranged for clarity.

Figure 6-3

- Arranged and updated for clarity.

Figure 6-4

- Arranged and updated for clarity.

Figure 6-7

- Added screw-type adjustment valve box requirement.

Figure 6-9

- Arranged and updated for clarity.

Figure 6-13

- Arranged and updated for clarity.

Figure 6-16

- Arranged and updated for clarity.

Figure 6-17

- Updated to current WSDOT standard plan.

Figure 6-18

- Removed Petrotac requirement.

DIVISION 7 SEWER DESIGN STANDARDS

Figure 7-2

- Updated to current WSDOT standard plan.

Figure 7-3

- Updated to current WSDOT standard plan.

Figure 7-4

- Updated to current WSDOT standard plan.

Figure 7-7

- Updated to current WSDOT standard plan.

Figure 7-8

- Revised to show cleanout information.

Figure 7-9

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

Figure 7-13

- Updated to current WSDOT standard plan.

Figure 7-14

- Removed Petrotac requirement.

DIVISION 8 STORM DRAINAGE AND EROSION CONTROL

Figure 8-1

- Updated to current WSDOT standard plan.

Figure 8-2

- Updated to current WSDOT standard plan.

Figures 8-4 through 8-8

- Updated to current WSDOT standard plan.

Figure 8-9

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

Figure 8-10 and 8-11

- Updated to current WSDOT standard plan.

Figure 8-12

- Removed Petrotac requirement.

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

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

Section 1: That the aforesaid Project Manual be adopted as revised as the official Project Manual for Engineering Design and Development standards for the City of Lynden, Whatcom County, Washington.

Section 2: BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this

resolution.

Section 3: If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 4: This resolution shall be in full force and effect on November 16, 2020.

PASSED BY THE CITY COUNCIL of the City of Lynden, Whatcom County, Washington, on the 16th day of November, 2020 and signed and approved by the Mayor on the same date.

MAYOR SCOTT KORTHUIS

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Access Easement – Robert and Erin Lee and J and E Black – 936 East Front Street and 940 East Front Street	
Section of Agenda:	Consent	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		<u>Legal Review:</u>
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
Access Easement – Robert and Erin Lee and J and E Black		
Summary Statement:		
<p>The Lee property and Black property owners need water for fire protection. They propose to do this by installing a fire hydrant a water main to connect to the City’s water distribution system. The City has requested a utility easement granting access rights to the new fire hydrant and water line which will be dedicated and become part of the City’s water system.</p>		
Recommended Action:		
<p>That City Council approve the Access Easement with Robert and Erin Lee and J and E Black – 936 East Front Street and 940 East Front Street – and authorize the Mayor’s signature on the easement agreement.</p>		

RETURN TO:

ROBERT A. CARMICHAEL
CARMICHAEL CLARK, P.S.
P.O. BOX 5226
BELLINGHAM, WA 98227
PHONE: 360-647-1500

DOCUMENT TITLE:

EASEMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTORS:

ROBERT AND ERIN LEE, a married couple
J & E BLACK, a married couple

GRANTEE:

CITY OF LYNDEN, a Washington municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

PTN Lot B, M Lewis Lot Line Adjustment, AF# 2061100638
PTN Lot 2, D & K Timmer Short Plat, AF# 2019-0502207

Full legal descriptions at pages _____ hereto

ASSESSOR'S TAX PARCEL NUMBER(S):

400321 124492 0000
400321 122460 0000

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between ROBERT AND ERIN LEE ("LEE"), a married couple, and J & E BLACK, a married couple ("BLACK") (hereinafter collectively "GRANTORS") and the CITY OF LYNDEN, a Washington municipal corporation (hereinafter "GRANTEE" or "CITY"). Grantors and Grantee may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Grantee is a Washington municipal corporation that is capable of supplying water for fire protection purposes to Whatcom County residents dwelling in close proximity to the City's limits; and

WHEREAS, Lee are the sole owners of real property within Whatcom County legally described as follows, fully incorporated herein by reference:

Lot B, as delineated on M Lewis Lot Line Adjustment, according to the plat thereof, recorded under Auditor's File No. 2061100638, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

(hereinafter "Lee Property"); and

WHEREAS, Black are the sole owners of real property within Whatcom County legally described as follows, fully incorporated herein by reference:

Lot 2, as delineated on D & K Timmer Short Plat, according to the plat thereof, recorded under Whatcom County Auditor's File No. 2019-0502207, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

(hereinafter "Black Property"); and

WHEREAS, the Lee Property and the Black Property are collectively referred to herein as the "Grantors' Property";

WHEREAS, Grantors wish to secure a source of water for fire protection purposes for Grantors' Property by installing a fire hydrant, connected to and supplied by City's water main, on Grantors' Property; and

WHEREAS, Grantee has requested from Grantors the grant of an easement securing to Grantee necessary rights in said fire hydrant and the water line providing fire flow connected to City's water main (hereinafter "Fire Protection Facilities"); and

WHEREAS, these recitals are a material part of this Agreement,

NOW, THEREFORE, in consideration of the promises and conditions herein, the Parties hereby covenant and agree as follows:

1. Grant of Easement. Grantors, in consideration of the terms and conditions specified herein, grant and convey to Grantee a perpetual, non-exclusive easement (hereinafter "Easement") for ingress, egress and access over, across, along, in, upon and under a portion of Grantor's Property (hereinafter "Easement Area") as described in Exhibit 1 and depicted in Exhibit 2, attached hereto and fully incorporated herein by reference.

2. Purpose. This Easement shall be for the purposes of providing Grantee with a perpetual and unlimited right to access and use of the Easement for all City fire protection purposes.

3. City's Rights Under Easement. Grantee shall have the right at any time to enter the Easement Area for the purposes of installing, inspecting, operating, maintaining, repairing, improving, removing, and replacing the Fire Protection Facilities, including the right of ingress to and egress from Grantors' Property for the foregoing purposes. No advance notice to Grantors shall be required.

4. Restoration of Easement Area.

A. If Grantee disturbs the Easement Area or other portions of Grantors' Property during the course of utilizing the Easement, Grantee shall restore the surface of the Easement Area or Grantors' Property as nearly as reasonably feasible to the condition in which it existed at the commencement of said utilization at its sole expense and within a reasonable time. In the event grass is disturbed, Grantee's obligation to restore the Easement shall be limited to re-seeding disturbed grass. In the event vegetation such as shrubs or trees are disturbed, Grantee's restoration obligation shall be deemed satisfied if it replaces the disturbed shrubs or trees with smaller or younger plants. Grantee is not required to replace disturbed grass, shrubs, trees or other vegetation with the same species or variety as what was disturbed, but will make reasonable efforts to do so.

B. Notwithstanding the foregoing, Grantee reserves the right to remove without replacing any structures, objects, trees or other vegetation which, in Grantee's sole judgment and discretion, may interfere with its rights under this Agreement and may do so without advance notice to Grantors.

5. Grantors' Obligations.

A. Grantors erect all structures and allows the growth of all vegetation on or in such a way as to interfere with the Easement at Grantors' own risk.

B. Grantors may not construct, install, or maintain permanent structures or structures that cannot be easily removed within the Easement Area after the execution of this Agreement. Grantors also may not construct, install, or maintain any structure outside the Easement Area but interfering with Grantee's rights under this Agreement.

C. Grantors may not dig, tunnel, perform any construction activity, or allow any condition to occur that might disturb or damage the Fire Protection Facilities within the Easement Area.

D. Grantors may not allow the growth of vegetation within the Easement Area, except for small plants such as grass or other groundcovers that do not prevent the Grantee or its assigns from exercising its rights under this Agreement and do not have the potential to damage the Fire Protection Facilities within the Easement Area.

E. Grantors shall remove any encroachments on the Easement Area or interfering with Grantee’s use of the Easement at their own expense. Any structure or other objects within the Easement Area or interfering with the Grantee’s use of the Easement may be removed without notice to Grantors.

6. Rights Reserved by Grantors. All right, title and interest which may be used and enjoyed without interfering with the easement rights conveyed by this Agreement are reserved to Grantors.

7. Indemnification. To the extent permissible by law, Grantee shall indemnify, defend and hold Grantors, its agents, employees, officers, guests, invitees, partners, licensees, contractors or subcontractors harmless from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property suffered by Grantors, its agents, employees, officers, guests, invitees, partners, licensees, contractors or subcontractors arising as a result of Grantee’s negligent acts or omissions in the utilization of this Easement, except that Grantee’s indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of the Grantors and its agents, employees, officers, guests, invitees, partners, licensees, contractors or subcontractors.

8. Divestiture. Any divestiture of Grantee’s rights under this Agreement shall occur in the following manner:

A. Grantee shall notify Grantors in writing of its intent to divest itself of its rights under this Agreement at least ninety (90) days prior to holding a public hearing on the divesting of the Grantee’s rights herein.

B. Grantee may in its sole discretion hold a public hearing with regard to the divesting of Grantee’s rights herein.

C. The divesting of the Grantee’s rights herein may only occur upon the approval of the City Council.

D. The divesting of the Grantee’s rights herein shall be without cost, fee or obligation to Grantors under any circumstance.

9. Scope of Easement/Obligations Run with the Land. This Easement shall be perpetual in duration, shall be deemed to touch and concern the land, shall constitute covenants running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the Parties and shall in all respects attach to the individual properties legally described in this Agreement.

10. Compensation. This Easement is a condition of the D&K Timmer Short Plat and connecting to City’s water main for fire protection purposes and no compensation shall be paid to

Grantors.

11. Costs. Grantors shall pay any recording fees related to this Agreement. Each Party shall be solely responsible for their own attorney’s fees related to the preparation of this Agreement.

12. Commencement of Easement. This Agreement and Easement shall commence upon the recording of this Agreement with the Whatcom County Auditor.

13. Notice. Any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

To Grantors:
Robert and Erin Lee
936 E Front Street
Lynden, WA 98264

To Grantee:
City of Lynden
Attn: Steve Banham
300 4th Street
Lynden, WA 98264

J & E Black
PO Box 762
Lynden, WA 98264

14. Compliance with Laws and Rules. Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time-to-time amended) of all applicable statutes, laws, orders, rules, and regulations of any public authority having jurisdiction, including its own.

15. Nonwaiver of Breach. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party’s right to enforce such provision. Waiver of any breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

16. Amendment or Termination. This Agreement may be amended or terminated only by mutual written agreement of the Parties. Modification of this Agreement or any of its terms and conditions shall be binding upon the Parties only if in writing and fully executed by the Parties.

17. Applicable Law/Construction/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the Whatcom County Superior Court, Whatcom County, Washington.

18. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Counterparts. This Agreement may consist of two or more separately ratified

counterparts, each of which shall constitute a duplicate original of this Agreement and all which together will constitute a single Agreement.

20. Attorney's Fees, Costs & Expenses. The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

21. Not a Public Dedication. Nothing contained in this Agreement grants a dedication of any portion of real property to the general public or for any public use, except as may be specifically provided herein. No other right, privilege, or immunity of any Party shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Agreement, except as may be specifically provided herein.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. There are no other representations, warranties, covenants, agreements, collateral agreements, or other conditions affecting this Agreement other than those set forth herein. No oral or written statements made by either Party prior to or following execution of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

IN WITNESS WHEREOF, the Parties hereunto enter this Agreement on the date first above written.

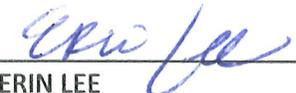
GRANTORS:

GRANTEE:
CITY OF LYNDEN



ROBERT LEE

By: Scott Korthius
Its: Mayor



ERIN LEE



J BLACK

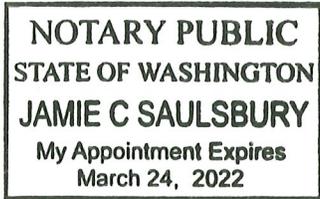


E BLACK

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that ROBERT LEE 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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 16 day of October, 2020.

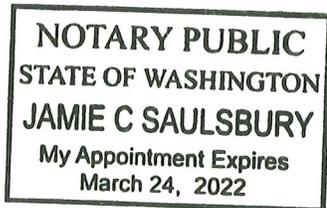


Jamie Saulsbury
Name (typed or printed): Jamie Saulsbury
NOTARY PUBLIC in and for the State of Washington
Residing at Bellingham WA
My appointment expires: MARCH 24, 2022

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that ERIN LEE is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 16 day of October, 2020.

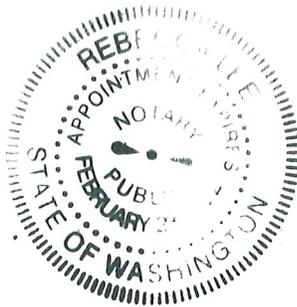


Jamie Saulsbury
Name (typed or printed): Jamie Saulsbury
NOTARY PUBLIC in and for the State of Washington
Residing at Bellingham WA
My appointment expires: MARCH 24, 2022

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that J BLACK 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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19th day of OCTOBER, 2020.

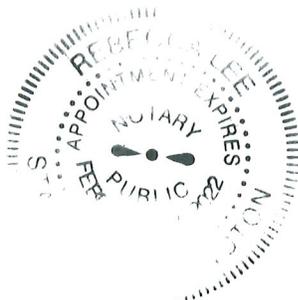


Rebecca Lee
Name (typed or printed): Rebecca Lee
NOTARY PUBLIC in and for the State of Washington
Residing at Lynden WA
My appointment expires: 2/23/2022

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that E BLACK is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19th day of October, 2020.



Rebecca Lee
Name (typed or printed): Rebecca Lee
NOTARY PUBLIC in and for the State of Washington
Residing at Lynden WA
My appointment expires: 2/23/2022

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 _____, 2020.

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

EXHIBIT 1

WATERLINE AND HYDRANT EASEMENT

TO THE CITY OF LYNDEN

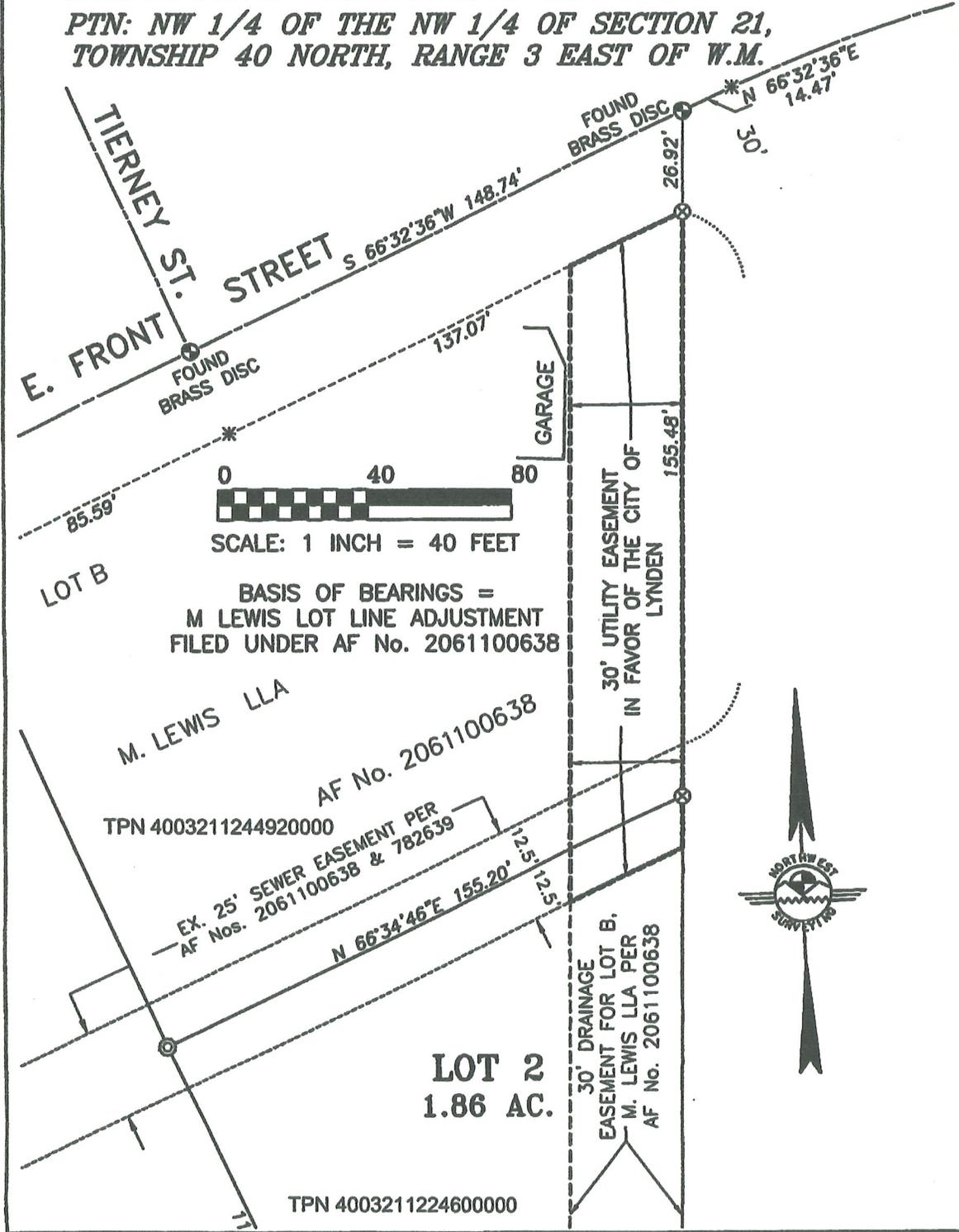
OVER A PORTION OF

TAX PARCEL NUMBERS 4003211244920000 AND 4003211224600000

THAT PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., WITHIN THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

INGRESS, EGRESS, AND MAINTENANCE FOR ALL UTILITY PURPOSES TO A WATERLINE AND HYDRANT ASSEMBLY REQUIRED UNDER AF 2019-0502207. WATERLINE AND HYDRANT ASSEMBLY WILL BE LOCATED WITHIN AN EXISTING ACCESS AND UTILITY EASEMENT TO THE CITY OF LYNDEN PREVIOUSLY RECORDED UNDER AF 2061100638, 2018-0801214, & 2019- 0501727; AND ALSO WITHIN AN EXISTING SEWER EASEMENT TO THE CITY OF LYNDEN, PREVIOUSLY RECORDED UNDER AF 2061100638 & 782639. SEE ATTACHED EXHIBIT 2.

EXHIBIT " 2 "
DEPICTING WATERLINE EASEMENT
 PTN: NW 1/4 OF THE NW 1/4 OF SECTION 21,
 TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.



CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Access and Utility Easements on Parcel 3 within Maberry Division No. 8 Lot Line Adjustment Granted by Quality Plumbing and Construction	
Section of Agenda:	Consent	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		<u>Legal Review:</u>
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
Access and Utility Easement Agreement		
Summary Statement:		
<p>Quality Plumbing and Construction, Inc. (Mike Engels) is granting to the City of Lynden an Access and Utility Easement on his property in Homestead Maberry Plat Division 8 Lot Line Adjustment. This easement, as shown in the attached document, is for City access to and maintenance of the two (2) inch water line connected to the City Main which serves the Condominiums at 262 and 264 West Mayberry Drive.</p>		
Recommended Action:		
That City Council approve the Access and Utility Easement for Homestead Maberry Plat Division 8 and authorize the Mayor’s signature on the easement agreement.		

RETURN TO:

ROBERT A. CARMICHAEL
CARMICHAEL CLARK, P.S.
P.O. BOX 5226
BELLINGHAM, WA 98227
PHONE: 360-647-1500

DOCUMENT TITLE:

EASEMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTOR:

QUALITY PLUMBING & CONSTRUCTION, INC., a Washington corporation

GRANTEE:

CITY OF LYNDEN, a Washington municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

PTN HOMESTEAD MABERRY PLAT DIV. 8, AF# 940104197

Full legal descriptions at pages hereto

ASSESSOR'S TAX PARCEL NUMBER(S):

400317 324323 0000

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between QUALITY PLUMBING & CONSTRUCTION, INC., a Washington corporation (hereinafter “Grantor”) and the CITY OF LYNDEN, a Washington municipal corporation (hereinafter “Grantee” or “City”). Grantor and Grantee may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Grantee is a Washington municipal corporation that is capable of supplying water for municipal purposes; and

WHEREAS, Grantor is the sole owner of real property legally described as follows, fully incorporated herein by reference:

Parcel 3, as delineated on Maberry Division No. 8 Lot Line Adjustment, according to the plat thereof, recorded June 4, 2008, under Whatcom County Auditor’s File No. 2080600559. Situate in Whatcom County, Washington (Tax Parcel No. 400317 324323 0000).

(hereinafter “Grantor’s Property” or “Burdened Property”); and

WHEREAS, Grantee wishes to secure an easement across the Grantor’s Property for maintenance of an existing two (2) inch water service line that services properties to the north (“Waterline”) and is connected to and supplied by City’s water main, ; and

WHEREAS, Grantor is willing to grant of an easement securing to Grantee necessary rights in said Waterline connected to City’s water main; and

WHEREAS, these recitals are a material part of this Agreement,

NOW, THEREFORE, in consideration of the promises and conditions herein and furtherance of the public interest, the Parties hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement (hereinafter “Easement”) for ingress, egress and access over, across, along, in, upon and under a portion of Grantor’s Property (hereinafter “Easement Area”) as described in Exhibit A and depicted in Exhibit B, both attached hereto and fully incorporated herein by reference.

2. Purpose. This Easement shall provide Grantee with a perpetual and unlimited right to access, use, replace, and maintain the Waterline in the Easement for all City municipal

water service purposes, as further described in Section 3.

3. City's Rights Under Easement. Grantee shall have the right at any time to enter the Easement Area for the purposes of installing, inspecting, operating, maintaining, repairing, improving, removing, and replacing the Waterline therein, including the right of ingress to and egress from Grantor's Property for the foregoing purposes. No advance notice to Grantor shall be required.

4. Restoration of Easement Area.

A. If Grantee disturbs the Easement Area or other portions of Grantor's Property during the course of utilizing the Easement, Grantee shall restore the surface of the Easement Area or Grantor's Property as nearly as reasonably feasible to the condition in which it existed at the commencement of said utilization at its sole expense and within a reasonable time. In the event grass is disturbed, Grantee's obligation to restore the Easement shall be limited to re-seeding disturbed grass. In the event vegetation such as shrubs or trees are disturbed, Grantee's restoration obligation shall be deemed satisfied if it replaces the disturbed shrubs or trees with smaller or younger plants. Grantee is not required to replace disturbed grass, shrubs, trees or other vegetation with the same species or variety as what was disturbed, but will make reasonable efforts to do so.

B. Notwithstanding the foregoing, Grantee reserves the right to remove without replacing any structures, objects, trees or other vegetation which, in Grantee's sole judgment and discretion, may interfere with its rights under this Agreement and may do so without advance notice to Grantor.

5. Grantor's Obligations.

A. Grantor erects all structures and allows the growth of all vegetation on or in such a way as to interfere with the Easement at Grantor's own risk.

B. Grantor may not construct, install, or maintain permanent structures or structures that cannot be easily removed within the Easement Area after the execution of this Agreement. Grantor also may not construct, install, or maintain any structure outside the Easement Area but interfering with Grantee's rights under this Agreement.

C. Grantor may not dig, tunnel, perform any construction activity, or allow any condition to occur that might disturb or damage the Waterline within the Easement Area.

D. Grantor may not allow the growth of vegetation within the Easement Area, except for small plants such as grass or other groundcovers that do not prevent the Grantee or its assigns from exercising its rights under this Agreement and do not have the potential to

damage the Waterline within the Easement Area.

E. Grantor shall remove any encroachments on the Easement Area or interfering with Grantee's use of the Easement at their own expense. Any structure or other objects within the Easement Area or interfering with the Grantee's use of the Easement may be removed without notice to Grantor.

6. Rights Reserved by Grantor. All right, title and interest which may be used and enjoyed without interfering with the easement rights conveyed by this Agreement are reserved to Grantor.

7. Indemnification. To the extent permissible by law, Grantee shall indemnify, defend and hold Grantor, its agents, employees, officers, guests, invitees, partners, licensees, contractors or subcontractors harmless from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property suffered by Grantor, its agents, employees, officers, guests, invitees, partners, licensees, contractors or subcontractors arising as a result of Grantee's negligent acts or omissions in the utilization of this Easement, except that Grantee's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of the Grantor and its agents, employees, officers, guests, invitees, partners, licensees, contractors or subcontractors.

8. Divestiture. Any divestiture of Grantee's rights under this Agreement shall occur in the following manner:

A. Grantee shall notify Grantor in writing of its intent to divest itself of its rights under this Agreement at least ninety (90) days prior to holding a public hearing on the divesting of the Grantee's rights herein.

B. Grantee may in its sole discretion hold a public hearing with regard to the divesting of Grantee's rights herein.

C. The divesting of the Grantee's rights herein may only occur upon the approval of the City Council.

D. The divesting of the Grantee's rights herein shall be without cost, fee or obligation to Grantor under any circumstance.

9. Scope of Easement/Obligations Run with the Land. This Easement shall be perpetual in duration, shall be deemed to touch and concern the land, shall constitute covenants running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the Parties and shall in all respects attach to the individual

properties legally described in this Agreement.

10. Compensation. No monetary compensation shall be paid to Grantor.

11. Costs. Grantor shall pay any recording fees related to this Agreement. Each Party shall be solely responsible for their own attorney’s fees related to the preparation of this Agreement.

12. Commencement of Easement. This Agreement and Easement shall commence upon the recording of this Agreement with the Whatcom County Auditor.

13. Notice. Any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

To Grantor:

Quality Plumbing & Construction
PO Box 349
Lynden, WA 98264

To Grantee:

City of Lynden
Attn: Steve Banham
300 4th Street
Lynden, WA 98264

14. Compliance with Laws and Rules. Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time-to-time amended) of all applicable statutes, laws, orders, rules, and regulations of any public authority having jurisdiction, including its own.

15. Nonwaiver of Breach. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party’s right to enforce such provision. Waiver of any breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

16. Amendment or Termination. This Agreement may be amended or terminated only by mutual written agreement of the Parties. Modification of this Agreement or any of its terms and conditions shall be binding upon the Parties only if in writing and fully executed by the Parties.

17. Applicable Law/Construction/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the Whatcom County Superior Court, Whatcom County, Washington.

18. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Counterparts. This Agreement may consist of two or more separately ratified counterparts, each of which shall constitute a duplicate original of this Agreement and all which together will constitute a single Agreement.

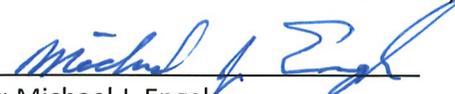
20. Attorney's Fees, Costs & Expenses. The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

21. Not a Public Dedication. Nothing contained in this Agreement grants a dedication of any portion of real property to the general public or for any public use, except as may be specifically provided herein. No other right, privilege, or immunity of any Party shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Agreement, except as may be specifically provided herein.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. There are no other representations, warranties, covenants, agreements, collateral agreements, or other conditions affecting this Agreement other than those set forth herein. No oral or written statements made by either Party prior to or following execution of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

IN WITNESS WHEREOF, the Parties hereunto enter this Agreement on the date first above written.

GRANTOR:
QUALITY PLUMBING & CONSTRUCTION, INC.



By: Michael J. Engels
Its: President

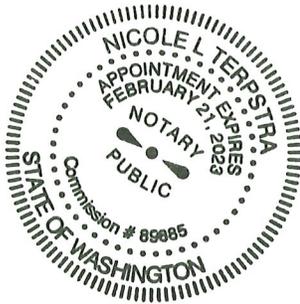
GRANTEE:
CITY OF LYNDEN

By: Scott Korthius
Its: Mayor

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that MICHAEL J. ENGELS 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 PRESIDENT of QUALITY PLUMBING & CONSTRUCTION, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of October, 2020.



Nicole L. Terpstra
Name (typed or printed): Nicole L. Terpstra
NOTARY PUBLIC in and for the State of Washington
Residing at Lynden
My appointment expires: 2-21-23

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 _____, 2020.

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

Exhibit A
WATER LINE EASEMENT DESCRIPTION

TO THE CITY OF LYNDEN

OVER TAX PARCEL # 400317 324323 0000

That portion of the Homestead Maberry Plat Div # 8 recorded at Auditor's File Number 940104197, records of Whatcom County, WA being within the Northeast Quarter of Section 17, Township 40 North, Range 3 East, W.M. and described as follows:

Commencing at the intersection of the southerly boundary of Lot 10, said Maberry Plat Div # 8 and the easterly margin of Depot Road as shown in the Record of Survey recorded at AFN 2020-050334, said records; thence on said southerly boundary South 86°37'08" East (South 89°35'03" East per record) 141.48 feet to the southwest corner of Parcel 3 as described in the description in the Maberry Plat Division # 8 Lot Line Adjustment recorded at AFN 2080600559, said records; thence continuing South 86°37'08" East (South 89°35'03" East per record) 159.54 feet to the southeast corner of said Parcel 3; thence on the described easterly boundary of said Maberry Plat, Parcel 3, North 3°22'52" East (North 0°24'57" West per deed) 50.00 feet to the northerly margin of West Maberry Drive and the **True Point of Beginning** of said Water Line Easement; thence leaving said northerly margin of West Maberry Drive and continuing on said easterly boundary of Parcel 3 North 3°22'52" East 67.13 feet to the northeast corner of said Parcel 3; thence on the northerly described boundary of said Parcel 3 North 86°37'08" West (North 89°35'03" West per record) 18.93 feet; thence leaving said northerly boundary South 3°55'38" West 56.29 feet; thence South 71°55'38" West 18.00 feet; thence South 3°55'38" West 4.29 feet to said northerly margin of West Maberry Drive; thence on said northerly margin South 86°39'52" East 36.26 feet to said True Point of Beginning.

Prepared on 7/7/2020.

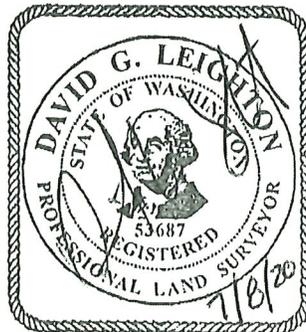
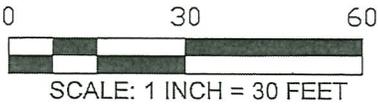
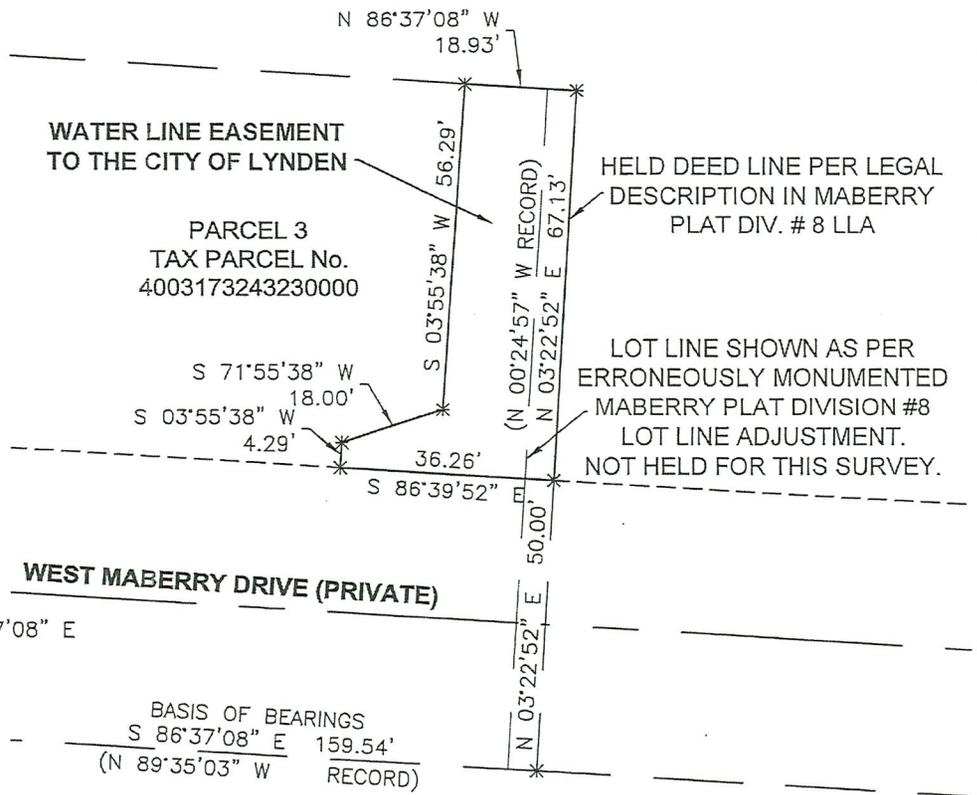


Exhibit B

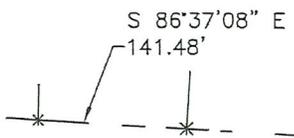
SURVEYOR'S NOTES:

1. NO UNDERGROUND UTILITY LOCATES WERE PERFORMED FOR THIS SURVEY. WATER EASEMENT AREA IS BASED OFF THE CITY OF LYNDEN SEWER / WATER CONNECTION SHEET SKETCH MAP FOR HOMESTEAD NW, DATED 10/29/95.

TAX PARCEL No.
4003173353290000



BASIS OF BEARINGS =
A.F. No. 2020-0503334



BASIS OF BEARINGS
S 86°37'08" E 159.54'
(N 89°35'03" W RECORD)

DRAWN BY: RL	<p align="center">EXHIBIT ___ MAP WITHIN THE SW 1/4, NE1/4, SECTION 17, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M. WHATCOM COUNTY, WASHINGTON</p>
CHECKED BY: DE	
DATE: 07/08/20	
REV:	



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

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Access and Utility Easements on lots 10 and 11 of in Maberry Division No 8 Lot Line Adjustment granted by Engels and Garden Green Condominium and Sports Club Cabanas Condominiums	
Section of Agenda:	Consent	
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:	Access and Utility Easement Agreement	
Summary Statement:	<p>Mike and Sally Engels Engels, Chateaux at Garden Green Condominium (“Chateaux”), and Sports Club Cabanas (“Sports Club”) Condominium are granting to the City of Lynden an Access and Utility Easement on portion of lots 10 and 11 of Homestead Maberry Plat Division 8, and across Common Areas in the two Condominium Associations. These easements, as shown on the attached documents” provide access for maintenance of a water main and a hydrant constructed to provide fire protection.</p>	
Recommended Action:	<p>That City Council approve the Access and Utility Easement on lots 10 & 11 in Homestead Maberry Plat Division 8 and across common space on the Chateaux and Sports Club Condominiums, and authorize the Mayor’s signature on the easement agreement.</p>	

RETURN TO:

ROBERT A. CARMICHAEL
CARMICHAEL CLARK, P.S.
P.O. BOX 5226
BELLINGHAM, WA 98227
PHONE: 360-647-1500

DOCUMENT TITLE:

EASEMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTORS:

MICHAEL AND SALLY ENGELS, a married couple
CHATEAUX AT GARDEN GREEN CONDOMINIUM ASSOCIATION
SPORTS CLUB CABANAS CONDOMINIUM OWNERS ASSOCIATION

GRANTEE:

CITY OF LYNDEN, a Washington municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

PTN HOMESTEAD MABERRY PLAT DIV. 8, AF# 940104197
Chateaux at Garden Green Condominium, AF#2121202992
Sports Club Condominium AF# 960119016

Full legal descriptions at pages 2-3 hereto.

ASSESSOR'S TAX PARCEL NUMBER(S):

400317 309359 0000
400317 316340 0000
400317 310326 0000

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between MICHAEL AND SALLY ENGELS (“ENGELS”), a married couple, CHATEAUX AT GARDEN GREEN CONDOMINIUM ASSOCIATION (“CHATEAUX”), and SPORTS CLUB CABANAS CONDOMINIUM OWNERS ASSOCIATION (“SPORTS CLUB”) (hereinafter collectively “GRANTORS”) and the CITY OF LYNDEN, a Washington municipal corporation (hereinafter “GRANTEE” or “CITY”). Grantors and Grantee may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Grantee is a Washington municipal corporation that is capable of supplying water for fire protection purposes to Whatcom County residents dwelling in close proximity to the City’s limits; and

WHEREAS, Engels are the sole owners of real property within Whatcom County legally described as follows, fully incorporated herein by reference:

Those portions of Lots 10 and 11 of Maberry Plat, Division No. 8, according to the Plat thereof, recorded in Volume 18 of Plats, Pages 37 and 38, records of Whatcom County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 10; then North 2°17’33” West along the West line of said Lots 10 and 11, a distance of 184.60 feet; thence North 89°35’04” East, 147.52 feet; thence South 0°24’57” East, 184.50 feet to the South line of said Lot 10; thence South 89°35’04” West along the South line of said Lot 10, a distance of 141.48 feet to the true point of beginning. Situate in Whatcom County, Washington.

(hereinafter “Engels Property”); and

WHEREAS, Chateaux is the sole owner of real property within Whatcom County legally described as follows, fully incorporated herein by reference:

The Common Areas of the Chateaux at Garden Green Condominium, according to the Declaration thereof, recorded under Auditor’s File No. 2121202992 and any Amendments thereto, records of Whatcom County, Washington. Situate in Whatcom County, Washington.

(hereinafter “Chateaux Property”); and

WHEREAS, Sports Club is the sole owner of real property within Whatcom County legally described as follows, fully incorporated herein by reference:

The Common Areas of the Sports Club Condominium according to the Amended Declaration thereof recorded under Auditor’s File No. 960119016, records of Whatcom County, Washington. Situate in Whatcom County, Washington.

(hereinafter “Sports Club Property”); and

WHEREAS, the Engels Property, the Chateaux Property and the Sports Club Property are collectively referred to herein as the “Grantors’ Property”;

WHEREAS, Grantors wish to secure a source of water for fire protection purposes for Grantors’ Property by installing a fire hydrant, connected to and supplied by City’s water main, on Grantors’ Property; and

WHEREAS, Grantee has requested from Grantors the grant of an easement securing to Grantee necessary rights in said fire hydrant and the water line providing fire flow connected to City’s water main (hereinafter “Fire Protection Facilities”); and

WHEREAS, these recitals are a material part of this Agreement,

NOW, THEREFORE, in consideration of the promises and conditions herein, the Parties hereby covenant and agree as follows:

- 1. Grant of Easement. Grantors, in consideration of the terms and conditions specified herein, grant and convey to Grantee a perpetual, non-exclusive easement (hereinafter “Easement”) for ingress, egress and access over, across, along, in, upon and under a portion of Grantor’s Property (hereinafter “Easement Area”) as described in Exhibit A and depicted in Exhibit B, both attached hereto and fully incorporated herein by reference.
- 2. Purpose. This Easement shall be for the purposes of providing Grantee with a perpetual and unlimited right to access and use the Easement for all City fire protection purposes.
- 3. City’s Rights Under Easement. Grantee shall have the right at any time to enter the Easement Area for the purposes of installing, inspecting, operating, maintaining, repairing, improving, removing, and replacing the Fire Protection Facilities, including the right of ingress to and egress from Grantors’ Property for the foregoing purposes. No advance notice to Grantors shall be required.

4. Restoration of Easement Area.

A. If Grantee disturbs the Easement Area or other portions of Grantors' Property during the course of utilizing the Easement, Grantee shall restore the surface of the Easement Area or Grantors' Property as nearly as reasonably feasible to the condition in which it existed at the commencement of said utilization at its sole expense and within a reasonable time. In the event grass is disturbed, Grantee's obligation to restore the Easement shall be limited to re-seeding disturbed grass. In the event vegetation such as shrubs or trees are disturbed, Grantee's restoration obligation shall be deemed satisfied if it replaces the disturbed shrubs or trees with smaller or younger plants. Grantee is not required to replace disturbed grass, shrubs, trees or other vegetation with the same species or variety as what was disturbed, but will make reasonable efforts to do so.

B. Notwithstanding the foregoing, Grantee reserves the right to remove without replacing any structures, objects, trees or other vegetation which, in Grantee's sole judgment and discretion, may interfere with its rights under this Agreement and may do so without advance notice to Grantors.

5. Grantors' Obligations.

A. Grantors erect all structures and allows the growth of all vegetation on or in such a way as to interfere with the Easement at Grantors' own risk.

B. Grantors may not construct, install, or maintain permanent structures or structures that cannot be easily removed within the Easement Area after the execution of this Agreement. Grantors also may not construct, install, or maintain any structure outside the Easement Area but interfering with Grantee's rights under this Agreement.

C. Grantors may not dig, tunnel, perform any construction activity, or allow any condition to occur that might disturb or damage the Fire Protection Facilities within the Easement Area.

D. Grantors may not allow the growth of vegetation within the Easement Area, except for small plants such as grass or other groundcovers that do not prevent the Grantee or its assigns from exercising its rights under this Agreement and do not have the potential to damage the Fire Protection Facilities within the Easement Area.

E. Grantors shall remove any encroachments on the Easement Area or interfering with Grantee's use of the Easement at their own expense. Any structure or other objects within the Easement Area or interfering with the Grantee's use of the Easement may be removed without notice to Grantors.

6. Rights Reserved by Grantors. All right, title and interest which may be used and enjoyed without interfering with the easement rights conveyed by this Agreement are reserved to Grantors.

7. Indemnification. To the extent permissible by law, Grantee shall indemnify, defend and hold Grantors, its agents, employees, officers, guests, invitees, partners, licensees, contractors or subcontractors harmless from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property suffered by Grantors, its agents, employees, officers, guests, invitees, partners, licensees, contractors or subcontractors arising as a result of Grantee's negligent acts or omissions in the utilization of this Easement, except that Grantee's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of the Grantors and its agents, employees, officers, guests, invitees, partners, licensees, contractors or subcontractors.

8. Divestiture. Any divestiture of Grantee's rights under this Agreement shall occur in the following manner:

A. Grantee shall notify Grantors in writing of its intent to divest itself of its rights under this Agreement at least ninety (90) days prior to holding a public hearing on the divesting of the Grantee's rights herein.

B. Grantee may in its sole discretion hold a public hearing with regard to the divesting of Grantee's rights herein.

C. The divesting of the Grantee's rights herein may only occur upon the approval of the City Council.

D. The divesting of the Grantee's rights herein shall be without cost, fee or obligation to Grantors under any circumstance.

9. Scope of Easement/Obligations Run with the Land. This Easement shall be perpetual in duration, shall be deemed to touch and concern the land, shall constitute covenants running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the Parties and shall in all respects attach to the individual properties legally described in this Agreement.

10. Compensation. This Easement is a condition of connecting to City's water main for fire protection purposes and no compensation shall be paid to Grantors.

11. Costs. Grantors shall pay any recording fees related to this Agreement. Each Party shall be solely responsible for their own attorney's fees related to the preparation of this

Agreement.

12. Commencement of Easement. This Agreement and Easement shall commence upon the recording of this Agreement with the Whatcom County Auditor.

13. Notice. Any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

To Grantors:

Michael and Sally Engels
PO Box 349
Lynden, WA 98264

To Grantee:

City of Lynden
Attn: Steve Banham
300 4th Street
Lynden, WA 98264

Chateaux at Garden Green
Condominium Association
519 Front Street, Ste. A
Lynden, WA 98264

Sports Club Cabanas Condominium
Owners Association
541 W. Bakerview Road
Bellingham, WA 98226

14. Compliance with Laws and Rules. Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time-to-time amended) of all applicable statutes, laws, orders, rules, and regulations of any public authority having jurisdiction, including its own.

15. Nonwaiver of Breach. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision. Waiver of any breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

16. Amendment or Termination. This Agreement may be amended or terminated only by mutual written agreement of the Parties. Modification of this Agreement or any of its terms and conditions shall be binding upon the Parties only if in writing and fully executed by the Parties.

17. Applicable Law/Construction/Venue. This Agreement shall be governed and

interpreted in accordance with the laws of the State of Washington. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the Whatcom County Superior Court, Whatcom County, Washington.

18. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Counterparts. This Agreement may consist of two or more separately ratified counterparts, each of which shall constitute a duplicate original of this Agreement and all which together will constitute a single Agreement.

20. Attorney's Fees, Costs & Expenses. The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

21. Not a Public Dedication. Nothing contained in this Agreement grants a dedication of any portion of real property to the general public or for any public use, except as may be specifically provided herein. No other right, privilege, or immunity of any Party shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Agreement, except as may be specifically provided herein.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. There are no other representations, warranties, covenants, agreements, collateral agreements, or other conditions affecting this Agreement other than those set forth herein. No oral or written statements made by either Party prior to or following execution of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

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IN WITNESS WHEREOF, the Parties hereunto enter this Agreement on the date first above written.

GRANTORS:

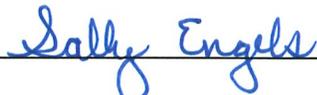
GRANTEE:

CITY OF LYNDEN

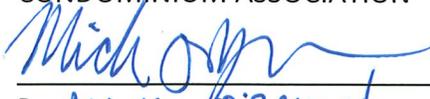


MICHAEL ENGELS

By: Scott Korthius
Its: Mayor



CHATEAUX AT GARDEN GREEN
CONDOMINIUM ASSOCIATION


By: MICK O'BYRNE
Its: MEMBER

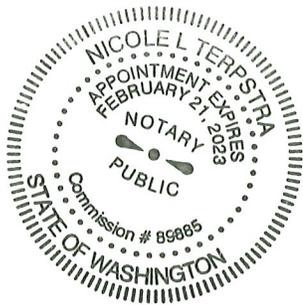
SPORTS CLUB CABANAS
CONDOMINIUM ASSOCIATION


By: SCOTT HILLIUS
Its: PRESIDENT

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that MICHAEL ENGELS 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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of October, 2020.

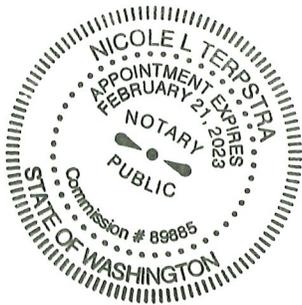


Nicole L. Terpstra
Name (typed or printed): Nicole Terpstra
NOTARY PUBLIC in and for the State of Washington
Residing at Lynden WA
My appointment expires: 2-21-23

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that SALLY ENGELS is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of October, 2020.



Nicole L. Terpstra
Name (typed or printed): Nicole L. Terpstra
NOTARY PUBLIC in and for the State of Washington
Residing at Lynden WA
My appointment expires: 2-21-23

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that MICK O'BRYAN 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 member/President of CHATEAUX AT GARDEN GREEN CONDOMINIUM ASSOCIATION, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of October, 2020.

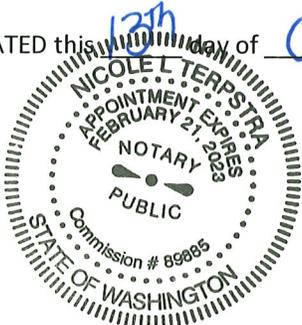


Nicole L. Terpstra
Name (typed or printed): Nicole L. Terpstra
NOTARY PUBLIC in and for the State of Washington
Residing at Lynden
My appointment expires: 2-21-23

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that SCOTT HILLIES 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 President of SPORTS CLUB CABANAS CONOMINIUM OWNERS ASSOCIATION, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of October, 2020.



Nicole L. Terpstra
Name (typed or printed): Nicole L. Terpstra
NOTARY PUBLIC in and for the State of Washington
Residing at Lynden WA
My appointment expires: 2-21-23

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 _____, 2020.

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

Exhibit A
WATER LINE EASEMENT DESCRIPTION

TO THE CITY OF LYNDEN

**OVER TAX PARCEL #'s 400317 309359 0000,
400317 316340 0000, 400317 310326 0000**

That portion of the Homestead Maberry Plat Div # 8 recorded at Auditor's File Number 940104197, records of Whatcom County, WA being within the Northeast Quarter of Section 17, Township 40 North, Range 3 East, W.M. and the centerline of a 20.00 foot wide strip of land described as follows:

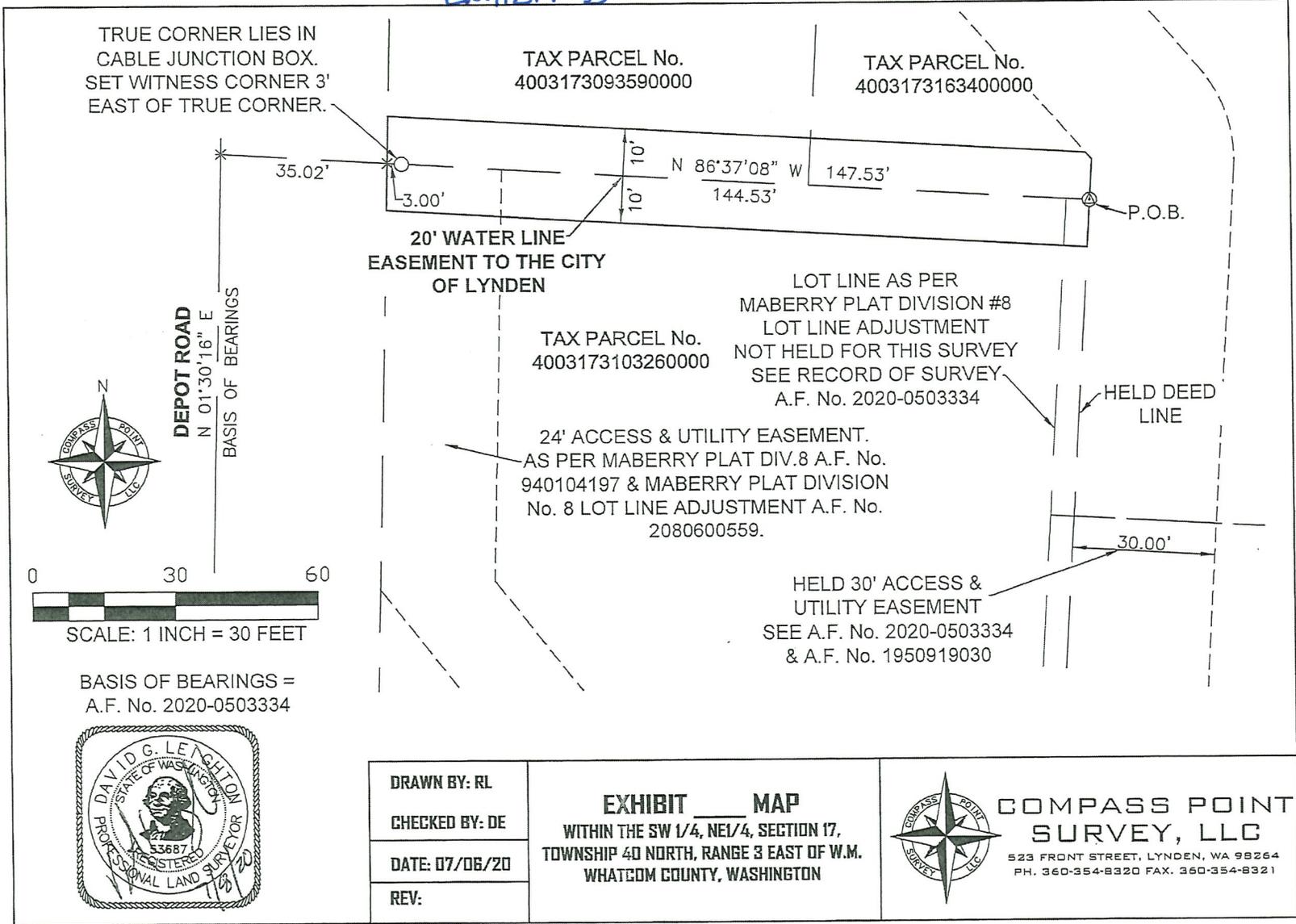
Beginning at the nail and washer marked "CPS PLS 53687" marking the northeast corner of Tax Parcel # 400317 319326 0000 as shown on the Record of Survey recorded at AFN 2020-0503334, said records; thence said centerline of the 20.00 foot wide strip extends North 86°37'08"West 144.53 feet to a 5/8th inch rebar with plastic cap marked "CPS PLS 53687" which is a witness corner to the northwest corner of said parcel; thence continuing North 86°37'08"West 3.00 feet to the northwest corner, all as shown on said survey, with sidelines of said 20.00 foot wide strip extending to the easterly margin of Depot Road; AND ALSO

EXCEPT any portion of that access and utility easement shown on said Record of Survey recorded at AFN 2020-0503334 and described at AFN 1950919030, all in said records.

Prepared on 7/7/2020.



Exhibit B



CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	November 2, 2020	
Name of Agenda Item:	License Agreement for Private Stormwater Facilities – Americold (406 2 nd Street)	
Section of Agenda:	Consent	
<u>Council Committee Review:</u>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
<u>Legal Review:</u>	<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	License Agreement for Private Stormwater Facilities	
Summary Statement:	<p>Attached is a License Agreement for Private Stormwater Facilities. Americold is required, at the direction of a United States Environmental Protection Agency Administrative Order on Consent, to treat stormwater runoff to meet Industrial Stormwater General Permit benchmarks. Compliance with this permit requires them to construct and operate private stormwater treatment facilities</p> <p>This license agreement allows Americold to construct, operate and maintain their needed stormwater facilities within the 2nd Street right-of-way. The license grants Americold a nonexclusive license for the construction, installation, operation, periodic maintenance, repair, and replacement of Stormwater Facilities, generally including catch basins, stormwater pipes, connections to existing cleanouts, perk-filter vaults and biochar totes with protective bollards.</p>	
Recommended Action:	That City Council approve the License Agreement for Private Stormwater Facilities for Americold (406 2 nd Street) and authorize the Mayor’s signature on the easement agreement.	

LICENSE AGREEMENT FOR PRIVATE STORMWATER FACILITIES

This LICENSE AGREEMENT FOR PRIVATE STORMWATER FACILITIES (“License Agreement”) is made this ___ day of _____, 20___, by and between the CITY OF LYNDEN, a Washington municipal corporation (“City”) and AMERICOLD LOGISTICS, LLC, a foreign limited liability company (“Americold”). City and Americold may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, City holds an exclusive perpetual public right of way easement over the 2nd Street public right-of-way (“2nd Street ROW”) adjacent to Americold’s facility located at 406 2nd Street, Lynden, Washington 98264 (“Americold Property”); and

WHEREAS, Americold, as a requirement of a United States Environmental Protection Agency (“EPA”) Administrative Order on Consent to treat stormwater runoff to meet Industrial Stormwater General Permit benchmarks, intends to construct and operate private stormwater treatment facilities (“Stormwater Facilities” or “Improvements”) adjacent to the Americold Property, on and within the 2nd Street ROW; and

WHEREAS, it is the purpose of this License Agreement to allow Americold to construct, operate and maintain said Stormwater Facilities on and within the 2nd Street ROW; and

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

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License. City hereby grants to Americold a nonexclusive license (“License”) for the construction, installation, operation, periodic maintenance, repair, and replacement of Stormwater Facilities, generally including catch basins, stormwater pipes, connections to existing cleanouts, perkfilter vaults, and biochar totes with protective bollards.
2. License Area. The location of the license area (“License Area”) and the precise Improvements to be installed by Americold are depicted on **Exhibit A**. The License Area is legally described on **Exhibit B**. Both of the aforementioned exhibits are attached hereto and hereby incorporated herein by reference.

- 3. Americold’s Rights (Scope of License). Americold shall, by its employees, contractors, and other agents and assigns, have the right to enter the License Area perform all necessary tasks related to the purpose of this License Agreement, including the construction, installation, operation, periodic maintenance and repair of the Stormwater Facilities. However, prior to any such entry into the License Area, Americold shall provide the City with not less than seven (7) days prior written notice outlining the purpose of its entry and estimated time for completion of work therein, except in the event of a *bona fide* emergency, in which case Americold shall provide the City with such notice as soon as feasible.
- 4. Order and Permit Compliance. Americold shall at all times fully comply with the EPA Administrative Order on Consent and any related permits or orders from the EPA or Washington State Department of Ecology. Failure to comply shall be a material breach of this License Agreement and shall constitute cause for termination under Section 7(b) below.
- 5. Restoration. Americold shall take care not to damage the License Area and, in the event Americold damages the License Area, it shall restore, at its sole expense, the License Area to its original condition.
- 6. Notice. All notices required under this License Agreement shall be delivered to:

- a. Designated Notice Agents:

City:	Americold:
Public Works Director	_____
Public Works Department	_____
300 4 th Street	_____
Lynden, WA 98264	_____

- b. Notice may be made by United States First Class Mail, postage prepaid, addressed to the Party at issue and shall be considered given and delivered on the business day following the date the notice was properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

7. Termination.

- a. Without Cause. City shall have the right to terminate this License Agreement and revoke this License at any time in its sole discretion by providing not less than one hundred eighty (180) days’ prior written notice to Americold.
- b. With Cause. In the event of a material breach of any provision herein, including but not limited to those described in Sections 4 and 11, the City may

summarily terminate this License Agreement by providing thirty (30) days' prior written notice thereof, provided that, in the event Americold cures the breach to the City's satisfaction within twenty-one (21) days of said notice, such termination shall not become effective.

8. Removal of Improvements. Americold shall, at Americold's sole expense, remove all Improvements located within the License Area as City demands within thirty (30) days' following termination; provided that, in the event of an emergency, City may immediately remove and possibly damage or destroy any Improvements located within the License Area without prior notice to Americold. Outside of emergency events and not in connection with termination, Americold shall complete the aforementioned removal of all Improvements within one hundred eighty (180) days after receiving written notice from City requesting same. Americold shall have no right to compensation arising from any such removal, damage or destruction of Improvements by City.
9. City's Right to Remove Improvements Without Liability. In non-emergency situations, if Americold fails to remove any Improvements within the License Area as City demands pursuant to Section 7 above, or in any emergency situation, City may remove and possibly damage or destroy any Improvements in order to exercise its rights to and use of the License Area and Americold shall have no right to compensation arising from any such removal, damage or destruction of Americold's Improvements by City.
10. Repair or Replacement of Improvements. It shall be the sole responsibility of Americold to repair or replace any Improvements following removal, damage or destruction resulting from City's exercise of its rights under this License Agreement, or from any other cause including flood, fire, earthquake, natural disaster, civil unrest, or vandalism. Under no circumstances shall City be responsible for replacement or repair costs associated with the removal, damage or destruction of any Improvements located within the License Area resulting from any cause, even if such replacement or repair costs are attributable to the negligence of City, its officers, principals, agents or employees.
11. Discharge of Pollutants or Prohibited or Illegal Discharges. Americold shall be liable to the City for any and all fines or penalties assessed by DOE or any other state or federal agency to the City under its municipal stormwater NPDES discharge permit as a result of Americold's discharge of any pollutant or prohibited or illicit discharge. Americold shall also be liable to the City for the necessary expenses incurred by the City in carrying out any pollutant abatement procedures, including the collection, removal, containment, treatment or disposal of such materials in the event Americold fails to immediately collect, remove, contain, or treat such materials as directed by the City. Any discharge of pollutants or prohibited or illegal discharges or

failure to abate such discharges shall be a material breach of this license agreement and shall be cause for termination under Section 7(b) above.

12. Obligations Run with the Land. This License Agreement shall constitute a covenant running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the Parties and shall in all respects attach to the License Area legally described in this License Agreement.
13. Indemnification. To the extent permissible by law, Americold shall indemnify, defend and hold City, its officers, principals, agents and employees harmless from any liability whatsoever for any damages or injuries to persons or property arising in relation to Americold's acts or omissions—including the acts or omissions of its officers, principals, agents, employees, guests, invitees, licensees, contractors or subcontractors—in the exercise of its rights under this License, whether or not such damages or injuries be caused by the negligence of Americold; provided, however, that Americold's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of City and its officers, principals, agents and employees; provided also that if any damages or injuries to persons or property shall arise in relation to this License Agreement and are caused by or result from the concurrent negligence of Americold—including its officers, principals, agents, employees, guests, invitees, licensees, contractors or subcontractors—and of City—including its officers, principals, agents and employees—then Americold's indemnification and hold harmless obligation shall apply only to the extent of the negligence of Americold, its officers, principals, agents, employees, guests, invitees, licensees, contractors or subcontractors. Americold specifically assumes potential liability for actions brought by Americold's own employees against City and for that purpose Americold specifically waives any immunity under the workers compensation act, RCW Title 51. By executing this License Agreement, Americold recognizes and confirms that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.
14. Insurance. Americold shall maintain, at its own expense and for the benefit of itself and City, comprehensive general liability insurance protecting against liability for property damage or loss and against liability for personal injury or death arising from acts or omissions of Americold, its officers, principals, agents, employees, guests, invitees, licensees, contractors or subcontractors, and said coverage shall be placed with a financially strong insurance carrier. Such policy or policies shall name City as an additional insured and shall contain a provision whereby City must receive at least thirty (30) days' prior written notice of any cancellation or reduction in Americold's insurance coverage. In addition, should Americold be notified or have reason to expect a reduction or cancellation action by its insurance company, Americold will provide City with at least thirty (30) days' prior written notice. Upon ten (10) days' mutual execution of this License Agreement, Americold shall deliver to City

certificates evidencing the existence of the insurance coverage required herein. Any reduction or cancellation in the insurance coverage required herein, or any failure to provide proof of the required insurance or to timely provide the notice required herein shall constitute a material breach of this License Agreement and shall be cause for termination of this License Agreement.

The minimum limits of insurance shall be:

- a. General Liability - \$2,000,000.00 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit;
- b. Automobile Liability - \$2,000,000.00 combined single limit per accident for bodily injury and property damage; and
- c. Workers' Compensation – statutory requirements of Washington State and Employer's Liability or Stop Gap Coverage in the amount of \$2,000,000.00 per accident, employee or in the aggregate.

- 15. Recording. Americold may record this License Agreement and any subsequent document amending or terminating this License Agreement at its option. Americold shall pay all costs of recording.
- 16. Severability. Should any provision of this License Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.
- 17. Governing Law and Venue. This License Agreement shall be construed under the laws of the State of Washington. The venue of any legal action brought under the terms of this License Agreement shall be in the Superior Court for Whatcom County, State of Washington.
- 18. Expenses and Attorneys' Fees. The prevailing Party in any action brought to enforce any terms and conditions of this License Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs and expenses.
- 19. No Third-Party Beneficiary. No right, privilege, or immunity of any Party under this License Agreement shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this License Agreement, except as may be specifically provided herein.
- 20. Nonwaiver of Breach. Failure of either Party at any time to require performance of any provision of this License Agreement shall not limit such Party's right to enforce such provision. Waiver of any breach of any provision of this License Agreement does not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

- 21. Entire Agreement. This License Agreement constitutes the entire agreement between the Parties as to the matters contained herein. No oral or written statements made by either Party prior to or following entry of this License Agreement shall be considered a part of this License Agreement unless expressly incorporated herein in writing.
- 22. Modification. This License Agreement may not be modified or amended except by the written agreement of the Parties.
- 23. Counterparts. This License Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have executed this License Agreement on the day and year first above written.

AMERICOLD:

CITY:

 By: _____
 Its: _____
 STATE OF _____)
) ss.
 COUNTY OF _____)

 By: Scott Korthuis
 Its: Mayor, City of Lynden

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

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

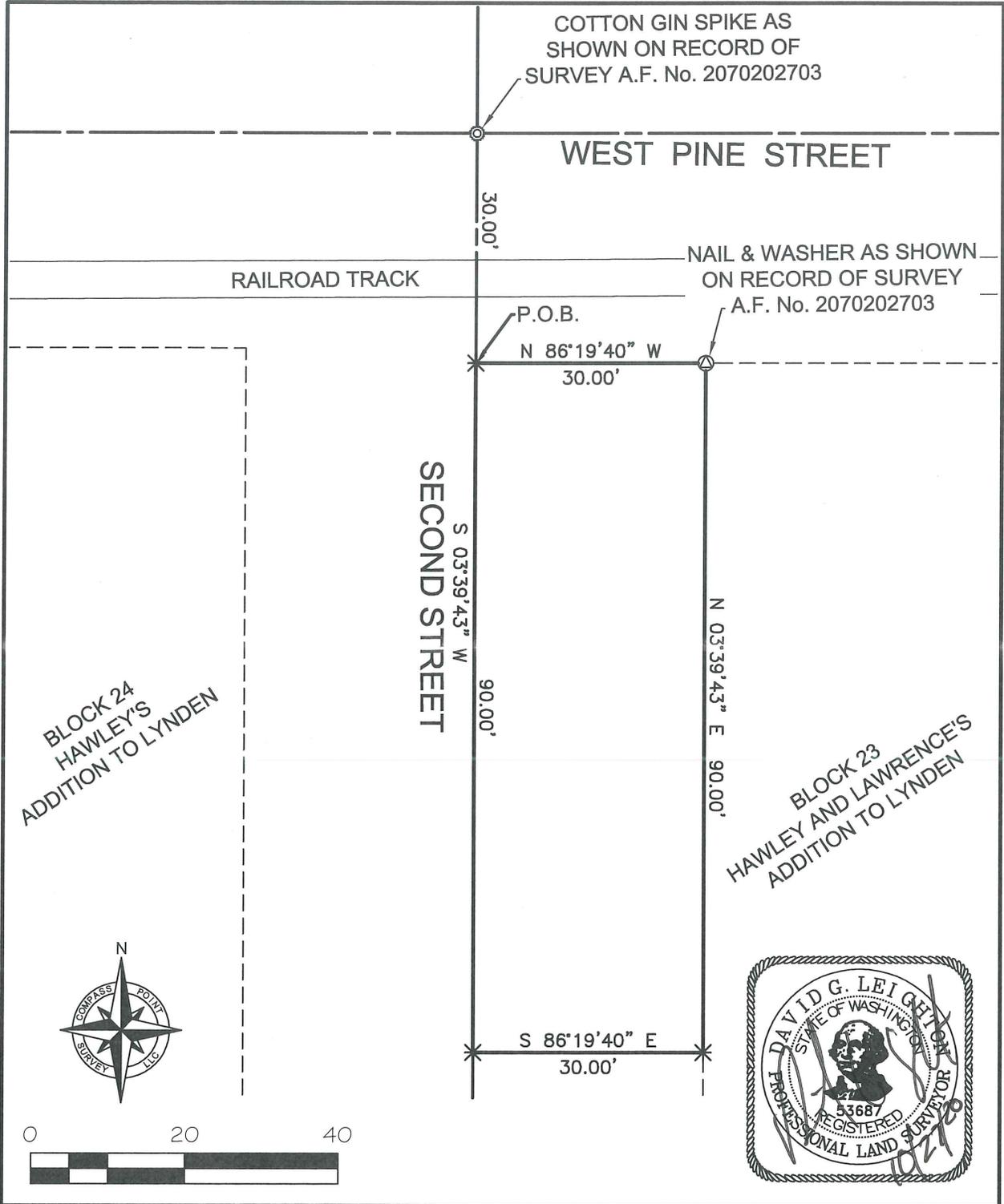
On this ____ day of _____, 20__, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the ____ of the **CITY OF LYNDEN**, a Washington municipal corporation, who acknowledged said instrument to be the free and voluntary act and deed of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

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

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

EXHIBIT A

Depiction of License Area



DRAWN BY: RL
CHECKED BY: DL
DATE: 10/16/20
REV: 10/22/20

EXHIBIT _____ MAP
 WITHIN THE NW 1/4, NE 1/4, SECTION 20,
 TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.
 WHATCOM COUNTY, WASHINGTON



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

EXHIBIT B

STORM DRAIN LONG-TERM LICENSE DESCRIPTION WITHIN THE RIGHT-OF-WAY OF 2nd STREET

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COTTONGIN SPIKE AND WASHER MARKED "COMPASS POINT LS32430" WHICH MARKS THE CENTERLINE INTERSECTION OF WEST PINE STREET AND SECOND STREET AS SHOWN ON RECORD OF SURVEY FILED UNDER WHATCOM COUNTY AIDITOR'S FILE NUMBER 2070202703; THENCE ALONG SAID CENTERLINE OF SECOND STREET SOUTH 03°39'43" WEST, 30.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTUNING ALONG SAID CENTERLINE SOUTH 03°39'43" WEST, 90.00 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 86°19'40" EAST, 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SECOND STREET; THENCE COINCIDENT WITH SAID RIGHT-OF-LINE, NORTH 03°39'43" EAST, 90.00 FEET TO A NAIL AND WASHER MARKED "LS 32430", SAID NAIL AND WASHER MARKS THE NORTHWEST BLOCK CORNER OF BLOCK 23, HAWLEY AND LAWRENCE'S ADDITION TO LYNDEN AS SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 86°19'40" WEST, 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

Prepared on 10/14/20.

Revised on 10/22/20

Revised on 10/27/20



CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding	
Section of Agenda:	New Business	
<u>Council Committee Review:</u>	<u>Legal Review:</u>	
<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: None	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
CARES Act memo from Mayor Scott Korthuis		
Summary Statement:		
<p>The Federal Government created the Coronavirus Aid, Relief, and Economic Security (CARES) Act to help local business, non-profits and schools that have suffered financial losses due to the COVID-19 virus. Lynden was awarded \$651,150 in CARES act funds to be disbursed in the form of direct grants to such agencies. Whatcom County agreed to match Lynden’s grant with an additional \$322,000.</p> <p><i>So in total, almost \$1 million in direct grants - that do not require repayment - will be injected into our local economy.</i></p> <p>The program is administered by the Washington State Department of Commerce. Attached is a memo describing current and proposed distributions. It includes four tables: Table 1 shows funds that will be distributed to our schools; Table 2 describes the distribution of all funds; Table 3 shows funding to non-profits and; Table 4 shows funds distributed to private businesses.</p> <p>As part of its match, the County set aside \$40,000 for the continued testing for COVID virus Lynden sewage. The contract is similar to our previous agreement with Exact Scientific Inc. The County also contributed \$11,000 to the Project Hope Food bank.</p> <p>The grants are structured so the City advances its own funds first, then the Dept. of Commerce reimburses the City. Tonight, the City Council is being asked to approve advancing the funds out of the current 2020 Budget with the understanding the City will be entirely reimbursed from Federal CARES Act funds.</p>		
Recommended Action:		
That the City Council approve the expenditure of General Fund money and any associated contracts in support of the Coronavirus Relief Fund understanding that those dollars will be reimbursed to the City through the Department of Commerce.		

CITY OF LYNDEN



ADMINISTRATION DEPARTMENT

Scott Korthuis, Mayor
(360) 354 - 1170

CARES Funding Memo to Council:

I want to review where we are at with all the CARES funding. We have a total of \$651,000 to distribute. Initially we had \$436,000, then the State added another \$215,000 to it. I was thinking that we might not spend all the money, but if we don't the State will get it and will likely spend it in other areas, so we may as well keep as much of the money as possible in our community.

Some of our funding has been distributed to businesses using the Port of Bellingham's "Whatcom Restart" program. In the first round we committed \$100,000 to this program and the County added \$161,000 to our amount. This \$261,000 has been committed. In the first round we fully funded some requests and partially funded the rest. We also committed \$84,000 to non-profits during this round of distribution.

When the second round of funds came in from the State we worked with Whatcom County again and decided Lynden would commit another \$100,000 to businesses and the County would match our money with an additional \$110,000 (see Table 2, below). With these dollars we can fully fund all the requests made in the first round and fund four new requests. Doing this would commit the full \$210,000 available for the second round.

While working with the County, it became apparent that they had Health Department funds to commit to Health-related projects. County Executive Sidhu offered to pay for all the sewer testing that we were doing. When taking on this obligation, the Executive requested that we help the Northwest Washington Fair. Knowing that we would have spent \$50,000 on the testing, I am now adding this amount to the non-profit side of the distribution of funds.

Other non-profits that can use additional funding include:

- Project Hope: we committed \$25,000 to them in the first round. I recommend another \$30,000 for them in the second round. They have spent approximately \$60,000 on utility assistance. This is twice what they budgeted, so there is definite need at Project Hope.
- The Lynden Senior Center: here is another non-profit that is hurting and in need of some help. I'm proposing we commit \$20,000 to them in the second round.

Whatcom County Health is funding public schools at a rate of \$45 per student to cover COVID related expenses. They did not include private schools in their funding. I've asked the county to fund private schools in the same manner as public schools. If Whatcom County Health does not fund private schools at \$45 per student like they are doing for the public schools, I'd recommend that we fund the local private schools at that rate. As follows:

School	Students	Total Grant
Lynden Christian	1,123	50,535
Cornerstone	127	5,715
Ebenezer	167	7,515
Covenant	26	1,170
Total		64,935

Table 1
Private School Funding at \$45 per Student

The City has incurred some expenses along the way that can be attributed to COVID; CARES money will pay for these. We have some salaries and wages that are direct expense. We estimate these to be around \$130,000. We also have direct expenses related to PPE that we have purchased to keep employees and the public safe in these difficult times. To improve public safety, we want to shift to a program that allows for paperless forms. This will cost \$18,000 and an associated contract. These expenses along with computers and associated equipment to do online meetings total around \$48,000.

Then there is the matter of continuing to test the Lynden sewer system. The County has committed \$40,000 for testing; this should get tests paid for through November. I would like to continue testing after that and propose that we enter into a contract with Exact Scientific for another \$40,000 in testing and commit these funds before November 30, when the CARES program closes.

So here is a summary of where we are at:

Cares Funding Expenditures (expended and proposed)			
	Lynden		County
	Round 1	Round 2	
Total CARES:	436,000	215,000	271,000
Approved (expended)			
Businesses	99,000		161,000
Non-Profits	84,000		-
Un-Approved (proposed)			
PPE, Computers, Forms		48,000	-
Salaries		130,000	-
Additional non-profits		149,935	
Additional business		100,000	110,000
Additional sewer testing		40,000	
Net available	253,000	65	-

Table 2
Cares Funding Distribution

Doing the proposed would use up nearly all the funds. If the County comes through on funding the private schools or if additional funding is available I propose the Council give me the authority to distribute the remaining funds to other non-profits in the community. These would include some or all of the following:

- The Jansen Art Center
- New Way Ministries
- Engeti Refuge
- Lynden Chamber of Commerce
- Downtown Merchants
- The Lynden Music Festival

Here is the non-profit (Table 3) and business, for profit (Table 4) distribution summary:

NON-PROFIT REQUESTS AND DISTRIBUTION				
Item	Business Name	Requested Amount	Round 1	Round 2
1	Lynden Heritage Foundation	15,000	15,000	
2	Hope Lutheran Church	6,000	6,000	
3	Lynden Middle & Senior PTA	13,000	13,000	
4	Project Hope (Round 1)	25,000	25,000	
5	Lynden Chamber of Commerce	25,000	25,000	
6	Project Hope (Round 2)	30,000		20,000
7	Northwest Washington Fair	50,000		50,000
8	Lynden Senior Center	20,000		15,000
9	Lynden Christian	50,535		50,535
10	Cornerstone	5,715		5,715
11	Ebenezer	7,515		7,515
12	Covenant	1,170		1,170
Total Non-Profits:		278,935	84,000	149,935

Table 3
Non-Profit Distribution of CARES Funds

BUSINESS REQUESTS AND DISTRIBUTION					
Item	Business Name	Requested Amount	City Funded Round 1	City Funded Round 2	County Funded
1	Lynden Skateway Inc.	15,000	15,000		
2	Cheeks Jeans LLC	15,000	15,000		
3	Heartfelt Massage	12,000	12,000		
4	Lynden Pioneers, Inc.	15,000	15,000		
5	Ross Healthcare Inc	15,000	15,000		
6	Creative Design	7,000	7,000		
7	Gregory J Helgath Inc PS	15,000	10,000	5,000	
8	The Nuthouse Grill LLC	15,000	10,000	5,000	
9	The Little Red Wagon Inc	5,000		5,000	
10	ForeFront Hospitality LLC	15,000		15,000	
11	MJ Management, LLC	15,000		15,000	
12	Hats Off T-Shirts & Engraving, Inc.	15,000		15,000	
13	Overflow Taps, LLC	10,000		10,000	
14	Rustlers Front Street Grill	10,000		10,000	
15	Steakhouse 9, LLC	10,000		10,000	
16	Fariway Café	10,000		10,000	
17	Advantage Sports/ Soccer City	15,000			15,000
18	Broma Technologies, LLC	15,000			15,000
19	Lynden Fro-Yo, LLC.	15,000			15,000
20	The Homestead Club Inc.	15,000			15,000
21	NAH, NOT A HOBBY, LLC	15,000			15,000
22	Lynden Heritage Foundation ¹	15,000			
23	Style Solo LLC	15,000			15,000
24	Perfect Smile Orthodontics	15,000			15,000
25	Lynden Book Shop, Inc	7,000			7,000
26	Timmer Enterprises LLC	10,000			10,000
27	RAS Manufacturing Inc.	10,700			10,700
28	Management Recruiters of Lynden	15,000			15,000
29	Mark Frye Inc ²	15,000			
30	Northwest Washington Fair Association	15,000			15,000
31	Simply Enjoy Photography	6,000			6,000
32	Geoffrey T Tupper, DDS	15,000			15,000
33	Hope Lutheran Church ¹	6,000			
34	Whatcom IT, Inc.	7,000			7,000
35	Jakes Restaurant LLC	15,000			15,000
36	Jeema Corporation	15,000			15,000
37	Pacific Supplies and Maintenance, LLC	15,000			15,000
38	Sound Landscaping, Inc.	15,000			15,000
39	Pacific Edge Builders LLC ²	15,000			
40	NORWEST NETWORKS INC	15,000			15,000
41	Lynden Middle & Senior PTA ¹	13,000			
42	The Thirsty Badger, LLC	7,500			7,500
43	Nerf's Up LLC ²	15,000			
Total:		551,200	99,000	100,000	273,200
¹ Moved to Non-Profit					
² Committee Recommends no funding					

Table 4
Business Distribution of CARES Funds

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Public Works Committee Meeting Minutes October 7, 2020	
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:		
October 7, 2020 Draft Public Works Committee Meeting Minutes		
Summary Statement:		
Draft minutes for the October 7, 2020 Public Works Committee meeting.		
Recommended Action:		
For Review		



PUBLIC WORKS COMMITTEE MINUTES

4:00 PM October 7, 2020
Microsoft Teams Virtual Meeting
City Hall 2nd Floor Large Conference Room

1. ROLL CALL

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

Staff Present: City Administrator Mike Martin; Public Works Director Steve Banham, Programs Manager Mark Sandal, Sr. Admin. Assistant Miriam Kentner

Public Present: Gary Vis

2. ACTION ITEMS

A. **Approve Minutes from September 9, 2020**

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

Action

The minutes from September 9, 2020 were approved.

B. **2021 Budget Review: Capital Projects**

Banham presented the 2021 Public Works Capital Projects budget for review.

Action

The Public Works Committee concurred to support the 2021 Public Works Capital Projects budget and recommended that staff continue to work to include these projects in the budget that the Mayor brings to City Council for approval.

C. **Development Standards Revisions**

Banham and Sandal presented the list of revisions to the Project Manual for Engineering Design and Development Standards document for review.

Banham explained that City Attorney Bob Carmichael is also reviewing and updating the legal language.

Sandal stated there is an update to the stormwater civil review deposit (currently \$200 per unit), and the fee will be updated to reflect the standard with the committee on a yearly basis.

Action

The Public Works Committee concurred to support the Project Manual for Engineering Design and Development Standards. Once reviewed these agreements will be brought to City Council for approval.

3. INFORMATION ITEMS

A. COVID-19 Wastewater Testing Status Update

Covid-19 test results from the City’s wastewater system are currently being reviewed by staff. Staff is working to create a contract to transfer further testing assignments to Whatcom County Health Department who take over the funding for the testing.

B. Department of Ecology Grant Applications- Final Budget

1) Northwest Washington Fairgrounds Stormwater Improvements

Banham stated that a grant is being submitted for stormwater improvements at the Northwest Washington Fairgrounds. The fairgrounds will supply the 25% match to the requested DOE (75%) grant funds.

2) Judson Street Low Impact Development (Construction Phase 1)

Banham stated staff is submitting a Department of Ecology grant application by September 13th for the first phase of construction (8th Street and alleys between 9th Street and 7th Street). This grant would cover 75% of the allowable costs with the City providing matching funds from TBD and from the Sewer Fund.

C. Lynden Recreation Center (Old YMCA)

Bode mentioned that re-opening the pool at the “Lynden Recreation Center”, formerly the YMCA, has received a positive response from the public. Bode stated that he heard that over 500 requests were received from the public to reserve the use of the pool. The Committee discussed the age and condition of the building and who would be financially responsible for future improvements. Banham stated a Washington Recreation and Conservation Office (RCO) Youth Activities Grant might be a possible source of funding for future improvements.

D. PROJECT: 17th Street Extension

Sandal stated Stremler Gravel should start work this week and close 17th Street north to Main Street, Village Drive, and Double Ditch Road to all but local traffic. They are currently scheduled to do paving at the end of October.

E. PROJECT: Berthusen Park Restrooms

Sandal stated that he held a pre-construction meeting with Tiger Construction last Friday. Arrival of the prefab building is expected to take at the end of this month.

F. PROJECT: Cured in Place Pipe (CIPP)

There are two projects in final design that will be going out to bid later this month for the installation of the cured in place pipe (CIPP) lining within existing pipes: a) the Sewer Main Line between 10th Street and B.C. Avenue between Liberty and Glenning Streets and b) the Industrial Condensate Line from Riverview Road to Hannegan Road. Sandal asked the committee for support to proceed directly to City Council upon receipt of favorable bids. The Committee concurred.

G. PROJECT: Industrial Condensate Outfall

Banham stated that permits have been submitted to the Army Corps of Engineers for review. Mitigation planting will take place next year around the outfall.

Construction of the Industrial Condensate Outfall is expected to be complete next year before the close of the fish window in mid-October.

H. PROJECT: Jim Kaemingk Sr. Trail Gap – Depot Road to Main Street

Banham stated that the City was informed that it ranked 21 out of 29 which makes it unlikely that we will receive funding from the Washington Recreation and Conservation Office (RCO) Board for the Jim Kaemingk Sr. Trail project.

Banham stated that the presentation was well received. However, the funding went to projects with locations that served more of a region purpose.

I. PROJECT: Guide Meridian Pump Station

Banham stated staff is continuing to work on the Guide Meridian Pump Station Project which would serve the area near Flynn Road and Bay-Lyn Drive. Due to the location of the pump station, the pipeline to the west will probably need to be in Whatcom County necessitating permits from the County. The City intends to create a Latecomer Agreement for these improvements, not unlike the East Lynden Sewer Assessment.

NEW BUSINESS

1) Parking Standards Spaces

Bode asked the Committee to consider reviewing the number of parking spaces required for residential development, particularly senior housing. There was also discussion of street widths to accommodate on-street parking. Mayor Korthuis agreed with reviewing parking requirement and looking at other municipalities for examples. The Mayor stated that this discussion should take place in Community Development. Banham encouraged Bode to bring this to the next Community Development Meeting.

The meeting was adjourned at 5:15 p.m.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	November 2, 2020	
Name of Agenda Item:	Draft Parks Committee Minutes October 19, 2020	
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 checked="" type="checkbox"/> Review Not Required	
Attachments:		
Draft Parks Committee Minutes October 19, 2020		
Summary Statement:		
See Next Page		
Recommended Action:		
For Council Review		

CITY OF LYNDEN

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



PARKS COMMITTEEMINUTES

October 19, 2020

1. ROLL CALL:

Members Present: Mayor Scott Korthuis; Ron DeValois, Nick Laninga

Members Absent with notice: Mark Wohrab

Staff Present: City Administrator Mike Martin; Parks Director Vern Meenderinck and Park Administrative Assist. Nancy Norris

2. ACTION ITEMS:

A. Approval of Parks Committee Minutes- Sept. 21, 2020

DeValois motioned to approve the minutes, and Laninga approved the motion.

Action: *The Parks Committee Minutes from September 21, 2020 were approved.*

B. Request from Tim Broersma to purchase a parcel of the Dickinson property.

(Hope to have documents by meeting time)

Mr. Broersma lives at 8294 Double Ditch Rd. next to the Dickinson property, he has been helping Mr. Dickinson with maintaining the lawn and bushes that abut his property for years. Mr. Broersma is interested in purchasing this small portion of unbuildable property to incorporate it into his landscape plans for his property.

Action: *Parks Committee would like to look at this parcel, and the conditions included with the Dickinson property.*

C. Forward the Interlocal Cooperative Agreement between the City and Whatcom County Parks to full council for approval.

This agreement states the County will provide funding to the City to assist with the provisions of Senior Services at the Lynden Community Center.

Action: *Parks Committee recommends full council approval of this Interlocal Cooperative Agreement between the City and Whatcom County Parks.*

D. Master Plan updates and approval of costs relating to acquisition and development-Set desired Level of Service. -Dave Timmer

City Planner Dave Timmer shared the Calculations of the City's Level of Service.

Action: *After reviewing the LOS calculations Parks Committee agreed to keep the Level of Services at 7acres/1000 residents.*



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

PARKS COMMITTEEMINUTES October 19, 2020

Timmer asked the Committee for direction on Capital Improvements.

Action: Parks Committee would like to the define the dollar amount specifically per Park. Timmer and Meenderinck and Mayor Korthuis will define the dollar amounts and finalize the master plan for approval, by the November Parks Committee meeting.

Parks Committee stated they would like to increase the Park Impact fees. City Administrator Martin noted it is too late to complete the process of changing the park impact fees this year and asked Vern to include updating the park impact fees in the 2021 park workplan.

E. Recommendation of hours for lights at the Rotary park for winter hours.

A few neighbors have asked if the lights could be dimmed earlier during the winter months suggesting 8pm.

Action: Parks Committee suggested having an on and off switch with an automatic 9pm-10pm turn off during the winter months.

3. INFORMATION ITEMS:

A. Discussion of possible funding sources for the Recreation Center for needed improvements.

The future tenants of the Recreation Center are looking to improve the interior and structure of the building. Park Committee discussed funding options for building improvements. More discussion will take place pending the needs versus wants by the tenant.

B. Art wall progress- No update

C. Berthusen Restroom report:

- Tiger Construction began work on the project Monday Sept. 12
- Restroom delivery scheduled for the October 29, 2020

D. Trail Grant update

Does not look promising, there will be further information after the election.

CITY OF LYNDEN



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

PARKS COMMITTEEMINUTES

October 19, 2020

4. ITEMS ADDED:

A. Noise Ordinance

Parks Committee reviewed the Nuisance email from Carmichael’s office.

Action: Parks Committee would like Carmichael to develop a strict Noise Ordinance that address vulgar language, harassment, and music volume within Parks.

Meeting Adjourned: 5:18pm.

NEXT MEETING DATE:

Parks Committee: Nov. 16, 2020

DRAFT

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:		November 2, 2020
Name of Agenda Item:		Calendar
Section of Agenda:		Other Business
Department:		Administration
Council Committee Review:		Legal Review:
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: N/A	<input checked="" type="checkbox"/> Review Not Required
Attachments:		
Outlook Calendar		
Summary Statement:		
See next page.		
Recommended Action:		
None		

October 19, 2020
Monday

4:00 PM - 5:00 PM Parks Committee Meeting -- City Hall 1st Floor Large Conference Room

7:00 PM - 9:00 PM Council Meetings -- Annex Council Chamber

October 21, 2020
Wednesday

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

4:00 PM - 6:00 PM Community Development Committee Mtg -- City Hall 2nd Floor Large Conference Room

7:00 PM - 8:30 PM Board of Adjustment -- City Hall 2nd Floor Large Conference Room

October 22, 2020
Thursday

11:30 AM - 1:30 PM Court Lunch/Meeting -- Annex Council Chamber

2:00 PM - 3:00 PM Check0In Heidi/Mike -- Mike's Office

October 23, 2020
Friday

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

October 26, 2020
Monday

9:00 AM - 10:00 AM Mike/Vern 1/1 -- Mike's Office

October 27, 2020

Tuesday

8:30 AM - 9:30 AM

Leadership Team Meeting -- Annex Council Chamber
Meeting will be at Annex until further notice.

October 28, 2020

Wednesday

All Day

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

9:00 AM - 10:00 AM

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

October 29, 2020

Thursday

7:30 PM - 9:30 PM

Planning Commission -- Annex Council Chamber

November 2, 2020

Monday

7:00 PM - 9:00 PM

Council Meeting -- Annex Council Chamber