

# CITY OF LYNDEN



Mayor  
Scott Korthuis

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

Regular City Council Meeting  
Annex - 205 Fourth Street  
June 20, 2022

## **Call to Order**

## **Pledge of Allegiance**

## **Roll Call**

## **Oath of Office**

## **Summary Reports and Presentations**

## **Approval of Minutes**

- [1.](#) Draft Council Minutes- June 6, 2022

## **Citizen Comment**

## **Consent Agenda**

- [2.](#) Approval of Payroll and Claims
- [3.](#) New Permanent Employee Positions
- [4.](#) Lynden Recreation Center (Forge Fitness) Pool Deck Resurfacing

## **Public Hearing**

- [5.](#) Resolution No 1049 – Hold Public Hearing for Renewal of Lynden Transportation Benefit District
- [6.](#) Ordinance No. 1645- Annexation of Benson Park Property
- [7.](#) Ordinance No. 1646 - Amending LMC 15.26-Third Party Review Policy

## **Unfinished Business- None**

## **New Business**

- [8.](#) Award Bid for Grover Street Overlay (3rd to Lawrence) Project
- [9.](#) Resolution No 1050 - Interlocal Agreement regarding Planning, Annexation and UGA Development

**Other Business**

[10.](#) Public Works Committee Meeting Minutes May 4 & 17, 2022

[11.](#) Calendar

**Executive Session**

**Adjournment**

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	Draft Council Minutes- Regular Meeting	
<b>Section of Agenda:</b>	Approval of Minutes	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>	<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	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>	Draft Council Minutes- Regular Meeting	
<b>Summary Statement:</b>	Draft Council Minutes- Regular Meeting	
<b>Recommended Action:</b>	For Council review.	

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



June 6, 2022

### 1. CALL TO ORDER

Mayor Korthuis called to order the June 6, 2022 regular session of the Lynden City Council at 7:00 p.m. at the city's council chambers.

### ROLL CALL

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

Members absent: Councilor Bode absent, Councilor Lenssen absent, arriving later at 7:24 pm.

Staff present: Parks Director Brent DeRuyter, Police Chief Steve Taylor, Public Works Director Steve Banham, City Clerk Pam Brown, City Administrator John Williams, and City Attorney Greg Greenan.

### OATH OF OFFICE- None

### SUMMARY REPORTS AND PRESENTATIONS

Commission On Sexual & Domestic Violence annual report presented by Susan Marks and Caryl Dunavan.

### APPROVAL OF MINUTES

***Councilor De Valois moved, and Councilor Strengholt seconded to approve the May 16, 2022, regular council meeting minutes as presented. Motion approved on 5-0 vote.***

### CITIZEN COMMENT

Cynthia Ripke-Kutsagoitz, 7062 Guide Meridian #30

Cynthia thanked Chief Taylor for the Lynden police officers' dedication to duty.

# CITY OF LYNDEN



## CITY COUNCIL MINUTES OF REGULAR MEETING

She noted that she was stopped from handing out Memorial day poppies (lapel pins) in front of a local grocery store and stated that she is disappointed in the local response to Memorial day.

Cynthia voiced her opposition to federal and state holiday recognition of the Juneteenth holiday and thanked the council for not adopting observance of the holiday for those employed with the City of Lynden.

### Gary Vis, Chamber of Commerce Director

Mr. Vis thanked the hundreds of volunteers, sponsors, and city staff that worked to make the Farmer’s Day Parade such a successful event on June 4, 2022. He noted that the 50 tractors in the parade was a representation of the Puget Sound Antique Tractor and Machinery Association’s 50<sup>th</sup> year anniversary. It is estimated that approximately 12,000 attended the parade.

## 2. CONSENT AGENDA

### Payroll Liability to May 22 through June 4, 2022

#### **EFT & Other Liabilities**

#### **Non-L&I Liabilities**

Monthly EFT .....	\$496,734.25
Check Liability .....	\$947.93
Total Non-L&I Liabilities .....	\$497,682.18
Quarterly Liabilities .....	\$13,622.21
<b>Total EFT &amp; Other Liabilities</b>	<b>\$511,304.39</b>

### Approval of Claims – June 7, 2022

Manual Warrants No.	=	through	=		\$0.00
EFT Payment Pre-Pays					\$0.00
				Sub Total Pre-Pays	\$0.00
Voucher Warrants No.	24723	through	24834		\$499,882.01
EFT Payments					\$2,933,800.84
				Sub Total	\$3,433,682.85
				Total Accts. Payable	\$3,433,682.85

# CITY OF LYNDEN

CITY COUNCIL  
MINUTES OF REGULAR MEETING



Award Bid for Pump Station #17- Guide Meridian Project  
Second Amendment to Forge Fitness Lease  
Set Public Hearing for Renewal of Lynden Transportation Benefit District (TBD)

***Councilor De Valois moved, and Councilor Wohlrab seconded to approve the Consent Agenda. Motion passed with a 5-0 vote.***

### 3. PUBLIC HEARING

Resolution No. 1048- Adopting a Six Year Transportation Improvement Program (STIP) 2023-2028

By law, a public hearing must be held for City Council to consider comments regarding the City's Six Year Transportation Improvement Program (2023 to 2028). Lynden's proposed transportation improvement projects will be submitted to the Whatcom Council of Governments and from there to the Washington State Department of Transportation (WSDOT) as part of their statewide program.

To be eligible for funding for these projects, each city and county must prepare a planned local list of projects which ultimately is forwarded to the WSDOT by July 31 of each year for inclusion in the State's Transportation Improvement Program (STIP) list.

The Public Works Committee reviewed the STIP projects at their May 6, 2022, meeting and recommended that City Council set a public hearing date of June 6, 2022 at 7:00 p.m. at the Lynden City Hall Annex, to hear comments on the City's Six-Year Transportation Improvement Program. After the hearing is closed, the Council may pass Resolution 1048 approving the program.

Mayor Korthuis opened the public hearing at 7:24 p.m. There were no comments from the public. The public hearing was closed at 7:24 p.m.

***Councilor Lenssen joined the council meeting at 7:24 p.m.***

***Councilor De Valois moved, and Councilor Kuiken seconded, to approve Resolution No.1048 adopting the 2023-2028 Six Year Transportation Improvement Program for the City of Lynden and authorize the Mayor's signature on the resolution. Motion passed with a 6-0 vote.***

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



### **4. UNFINISHED BUSINESS - None**

### **5. NEW BUSINESS - None**

### **6. OTHER BUSINESS**

#### **Councilor Lenssen reporting for the Community Development Committee.**

- Discussion of the mixed-use component for LMC Chapter 19
- Possibility of more frequent joint meetings with Planning Commission and City Council

#### **Councilor Kyle Strengholt reporting for the Finance Committee.**

- Review of payroll
- Review of OT which has been down in numbers for the past 3 months and represents the lowest total since 2020
- Sales tax revenue slightly down in March but continues to be strong

#### **Councilor De Valois reporting for the Parks Committee**

- Discussion of Pepin Creek trail location
- Exploratory committee for Benson Park
- Dickinson Park planting along the bank
- Berthusen Trail improvement
- Recruitment for 2 positions at the Parks department

#### **Councilor De Valois reporting for the Public Work Committee**

- Lynden Rec Center
- Pool deck resurfacing
- Pictometry agreement
- TBD expires at the end of 2022 and will go before the voters in November
- Hannigan Road work at the bridge
- Food trucks at Farmer's Day Parade
- Tree replacement on Bender Road

#### **Councilor Wohlrab reporting for the Public Safety Committee**

- Overtime is down for both Fire and Police departments
- Fire station building needs minor screen repairs
- Vacant AC job position recruitment process will be two full days
- 19<sup>th</sup> Police officer recruitment closes on June 10<sup>th</sup>

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



- Discussion on recruitment of vacant Police Support position
- Fire calls were up a little

### **Mayor Korthuis provided the following EDI information:**

	<u><math>\frac{3}{4}</math> Grant</u>	<u><math>\frac{1}{4}</math> Loan</u>
Lynden Rec Center (former YMCA)	\$187,500	\$62,500
Lynden Community Center	\$225,000	\$75,000
Grover St. Pavement Preservation	\$375,000	\$125,000
Trail Connector	\$375,000	\$125,000
South Park Water & Street	\$525,000	\$175,000

## 7. EXECUTIVE SESSION

Council adjourned into executive session at 7:46 p.m. to consider acquisition of a real estate purchase per RCW 42.30.110 (1)(b) with an expectation of council action when reconvening at 8:06 p.m.

The executive session reconvened at 8:06 and the following motion was made.

***Councilor De Valois moved, and Councilor Kuiken seconded to authorize the Mayor or his designee to negotiate final easement documents for Sewer Pump Station #17 with the Greystone Investment Group LLC (Owen Gosal) and Morris and Darlene DeBoer and sign the applicable easement paperwork, pending legal review by the City Attorney. Motion passed with a 6-0 vote.***

## 8. ADJOURNMENT

The June 6, 2022, regular session of the Lynden City Council adjourned at 8:07 p.m.

---

Pamela D. Brown, City Clerk

---

Scott Korthuis, Mayor

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	Approval of Payroll and Claims	
<b>Section of Agenda:</b>	Consent	
<b>Department:</b>	Finance	
<b>Council Committee Review:</b>	<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: _____
		<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>	None	
<b>Summary Statement:</b>	Approval of Payroll and Claims	
<b>Recommended Action:</b>	Approval of Payroll and Claims	

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	New Permanent Employee Positions	
<b>Section of Agenda:</b>	Consent	
<b>Department:</b>	Finance	
<b>Council Committee Review:</b>	<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: _____
		<b>Legal Review:</b>
		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>		
None		
<b>Summary Statement:</b>		
<p>Based on the City's ever increasing operational demands, two new permanent positions have been requested.</p> <p>The Police Department has requested an additional position for a 19<sup>th</sup> officer to fill the need for another detective. The Human Resources Department has requested an additional position for an HR Specialist. Both of these positions have been vetted and approved in their respective committees for submittal to the full Council and the Mayor. Both positions have received the approval of the Mayor and/or the Council with permission to be filled by July 1<sup>st</sup>, 2022 or thereafter.</p> <p>The Finance Director conducted a mid-year review and conveyed to the Mayor and City Administrator that a budget amendment is not required at this time. Finance will use current underruns to fund these positions in the 2022 General Fund budget. If it becomes apparent later in the year that a budget amendment is needed it will be requested at that time. Both positions will be directly funded in the 2023 budget.</p>		
<b>Recommended Action:</b>		
For the Council's Information.		

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	Lynden Recreation Center (Forge Fitness) Pool Deck Resurfacing	
<b>Section of Agenda:</b>	Consent	
<b>Department:</b>	Public Works	
<b>Council Committee Review:</b>	<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: _____
	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
Quote for Repairs		
<b>Summary Statement:</b>		
<p>The Whatcom County Health Department has identified needed repairs to the City recreation center pool deck for health and safety. There are excessive drainage issues creating standing water around the pool that can be corrected with resurfacing. A community member has been active seeking funding and has secured a commitment from the Lynden Parks &amp; Recreation District for \$10,000 towards the pool deck resurfacing which is estimated to cost about \$18,000. Under the terms of the lease that the City has with Forge Fitness this is an item of work that would be eligible for reimbursement by the City after they have the work performed and provide copies of the actual invoices. After reimbursing Forge Fitness the City would bill the Parks and Recreation District for the \$10,000 that they committed. Forge Fitness is proposing to perform the work during their annual pool closure later this summer.</p> <p>The Public Works Committee reviewed this quote at their meeting on May 4, 2022, and concurred to recommend approval by City Council.</p>		
<b>Recommended Action:</b>		
That City Council authorize City staff to provide reimbursement to Forge Fitness for pool deck repairs up to \$20,000 per the term of the City’s Lease and to invoice the Parks and Recreation District for their \$10,000.		



## Elite Concrete Polishing

308 14th St  
Lynden WA 98264  
206-200-7177  
eliteconcretepolishing@gmail.com

ESTIMATE

ESTO 12

DATE

06/14/2021

TOTAL

USD \$17,840.39

TO

### Forge Fitness

Leanne Hollman  
100 Drayton St  
Lynden WA 98264  
(206)948-7875  
ldull2@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Pool deck	\$4.75	2,650	\$12,587.50
Grind pool deck with 20, 40 and 80 grit metal bond diamonds			
Fix cracks and holes			
Remove old concrete repair and re-repair			
Hand grind all exposed edges			
Apply densifier (reduces dusting And wear on surface)			
Apply sealer (2 coats)			
Remove 250 feet of joint filler around pool perimeter	\$6.50	250	\$1,625.00
Replace with new polyurethane joint filler			
Cut and remove concrete for drain installation (price does not include installing drains)	\$1,800.00	1	\$1,800.00
Concrete and concrete dust disposal fee	\$400.00	1	\$400.00

**SUBTOTAL**

\$16,413

**TAX**  
**(8.7%)**

\$1,427.89

---

**TOTAL**

**USD \$17,840.39**

---

---

Job site must have 220/50amp power source

Must have access to building for up to 2.5 weeks

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	Resolution 1049 – Hold Public Hearing for Renewal of Lynden Transportation Benefit District	
<b>Section of Agenda:</b>	Public Hearing	
<b>Department:</b>	Public Works	
<b>Council Committee Review:</b>	<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: _____
	<b>Legal Review:</b> <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
Resolution No. 1049		
<b>Summary Statement:</b>		
<p>The City of Lynden established the Lynden Transportation Benefit District (TBD) on July 16, 2012 by City Ordinance 1423 pursuant to Chapter 36.73 Revised Code of Washington. The City has used the collected TBD revenue to complete important street construction projects within Lynden, including improvements to the following streets:</p> <ul style="list-style-type: none"> <li>• Line Road (Street and Pedestrian Improvements)</li> <li>• 7th Street and Alley</li> <li>• 5th Street and Alley</li> <li>• Riverview Road</li> <li>• 17th Street (including sidewalk improvements south of Front Street)</li> <li>• Parkview Drive</li> <li>• 17th Street (Extension to Main Street)</li> <li>• Foxtail Street (eliminated gap between Eastwood Way and Bradley Meadows Lane)</li> <li>• Benson Road (sidewalk extension to North Park Street)</li> </ul> <p>The Transportation Benefit District can be extended every ten years with a vote of the public to renew the sales and use tax as its source of revenue, per RCW Chapter 36.73 to finance transportation capital improvements. If the renewal is approved by the voters, the sales and use tax will continue to apply to persons who shop and thereby use the roads in the City and not just to City residents. The renewed sales and use tax is estimated to generate, based on retail growth over the next ten years an average annual revenue of \$750,000 which can only be used to fund transportation improvement projects.</p>		
<b>Recommended Action:</b>		
<p>That City Council approve Resolution No. 1049, providing for a ballot proposition to be submitted to the qualified electors of the district on November 8, 2022, to renew and continue to impose a two-tenths of one percent (.002) sales and use tax for the purpose of financing some or all of the costs of projects identified within the adopted transportation plans for a period of ten years, and authorize the Mayor’s signature.</p>		

**RESOLUTION NO. 1049**

**A RESOLUTION OF THE LYNDEN CITY COUNCIL, THE GOVERNING BOARD OF TRANSPORTATION BENEFIT DISTRICT OF THE CITY OF LYNDEN, WASHINGTON, PROVIDING FOR A BALLOT PROPOSITION TO BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE DISTRICT ON NOVEMBER 8, 2022, TO RENEW AND IMPOSE A TWO-TENTHS OF ONE PERCENT (.002) SALES AND USE TAX FOR THE PURPOSE OF FINANCING SOME OR ALL OF THE COSTS OF PROJECTS IDENTIFIED WITHIN THE ADOPTED TRANSPORTATION PLANS FOR A PERIOD OF TEN YEARS**

**WHEREAS**, the City of Lynden ("City") adopted Ordinance No. 1423 on July 16, 2012, establishing the Lynden Transportation Benefit District ("TBD") pursuant to Chapter 36.73 Revised Code of Washington (RCW). And by City Ordinance No. 1524 completed the assumption of powers for the City Council to serve as the governing board of the TBD ("TBD Board"); and

**WHEREAS**, since the TBD was established, the City has used the collected TBD revenue to contribute to numerous street construction project within Lynden including improvement to the follow streets:

- a. Line Road (street and pedestrian improvements)
- b. 7<sup>th</sup> Street and alley
- c. 5<sup>th</sup> Street and alley
- d. Riverview Road
- e. 17<sup>th</sup> Street (sidewalk Improvements south of Front St.)
- f. Parkview Drive
- g. 17<sup>th</sup> Street (extension to Main Street)
- h. Foxtail Street (eliminated gap between Eastwood and Bradley Meadows)
- i. Benson Road (sidewalk extension to North Park St.)

**WHEREAS**, on June 20, 2022, after giving proper notice, the City conducted a public hearing in accordance with RCW 36.73.050; and

**WHEREAS**, with voter approval, the TBD may renew and continue to impose a sales and use tax upon the occurrence of any taxable activity within the boundaries of the TBD to fund transportation improvements; and

**WHEREAS**, the City annually updates and adopts, following a Public Hearing, a Six-Year Transportation Improvement Plan ("STIP") which identifies projects that constitute transportation improvements; and

**WHEREAS**, projects from the STIP that may be funded by the TBD include the maintenance, preservation, and construction of transportation projects; and

**WHEREAS**, the City Council, acting as the TBD Board, now desires to continue to fund and implement certain transportation improvements ("TBD Projects"), through a two-tenths of one percent (.002) sales and use tax in accordance with RCW 82.14.0455, consistent with Chapter 36.73 RCW, upon voter approval thereof; and

**NOW, THEREFORE, THE CITY COUNCIL ACTING AS THE BOARD OF THE LYNDEN TRANSPORTATION BENEFIT DISTRICT, LYNDEN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Findings; Description of the TBD Projects.**

The City Council hereby finds that the best interests of the Lynden community to renew and continue the imposition of a sales and use tax of two-tenths of one percent (0.002) pursuant to RCW 36.73.040(3)(a), RCW 82.14.0455 and ESSB 5974 for the purpose of providing funds necessary to finance transportation projects. While the City Council is granted greater authority under ESSB 5974, it finds that is in the best interest of the community to renew at the same two-tenths of one percent (0.002) level.

The STIP identifies projects that constitute transportation improvements. Transportation improvements that may be funded by TBD tax receipts, include street preservation overlays, street reconstruction, traffic safety improvements, sidewalk/pedestrian repairs or construction, bike lanes, bridge and culvert repairs, and other transportation projects deemed appropriate and approved by the Board.

The cost of all necessary design, engineering, financial, legal, and other consulting services, inspection and testing, administrative and relocation expenses and other costs incurred in connection with the foregoing transportation projects shall be deemed a part of the cost of the TBD Projects.

The City Council shall determine the application of moneys available for TBD Projects. In the event that the proceeds of sales and use taxes authorized herein, plus any other money of the TBD legally available therefore, are insufficient to accomplish all of the TBD Projects, the TBD Board shall use the available funds to pay the cost of those portions of the TBD Projects deemed by the TBD Board most necessary and in the best interests of the inhabitants of the TBD. The City Council also reserves the discretion to use TBD funds as a match for other sources of funding for TBD Projects and to partially fund TBD Projects.

The City Council as the TBD Board shall determine the exact locations and specifications for TBD Projects and the timing, order, and manner of implementing or completing the TBD Projects. The TBD Board may alter, make substitutions to, and amend the TBD Project descriptions as it determines is in the best interests of the public and the TBD District consistent with the general descriptions provided above and in accordance with the material change policy adopted by the TBD Board, and the notice, hearing and other procedures described in Chapter 36.73 RCW, including RCW 36.73.050(2)(b), as necessary.

If the City Council, acting as the TBD Board, shall determine that it has become impractical to acquire, construct, or implement all or any portion of the TBD Projects by reason of changed conditions, incompatible development, costs substantially in excess of the amount of sales and use tax proceeds estimated to be available, or acquisition by a superior governmental authority, the TBD Board shall not be required to acquire, construct, or implement such portions of a TBD Project. If all of the TBD Projects have been acquired, constructed, implemented or duly provided for, or found to be impractical, the TBD Board may either dissolve the TBD in accordance with RCW 36.73 or apply the sales and use tax proceeds (including earnings thereon) or any portion thereof to other transportation improvements then identified in the STIP in accordance with the

material change policy adopted by the TBD Board and the notice, hearing and other procedures described in Chapter 36.73 RCW, including RCW 36.73.050(2)(b), as necessary.

**Section 2. Proposition**

It is hereby found and declared to be in the best interests of the residents within the TBD to submit to the qualified electors of the TBD the proposition to continue to impose a sales and use tax within the limitations established in RCW 82.14.0455 for ratification or rejection at an election to be held on November 8, 2022. For the purpose of providing funds necessary to pay or finance local Transportation Projects, the Whatcom County Auditor, as ex officio supervisor of elections in Whatcom County, Washington, is hereby requested to call and conduct such special election to be held within the TBD for approval or rejection, a proposition to impose a sales and use tax in the amount of two-tenths of one percent (.002)of the selling price (in the case of a sales tax), or value of the article used (in the case of a use tax). The tax is in addition to any other taxes authorized by law and shall be collected from those persons who are taxable by the state under Chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the boundaries of the TBD, for a period of ten years, or until the TBD is dissolved, whichever comes first.

Upon approval of the voters of the proposition hereinafter set forth, the TBD may use proceeds of such sales and use tax for the purpose of paying or financing costs of the TBD Projects in accordance with the requirements of Chapter 36.73 RCW. The City Clerk, serving as Secretary of the TBD Board (Lynden City Council), is hereby authorized and directed to certify said proposition to said official in the following form:

**LYNDEN TRANSPORTATION BENEFIT DISTRICT  
LYNDEN, WASHINGTON**

**RENEWAL OF SALES AND USE TAX FOR TRANSPORTATION IMPROVEMENTS**

The City Council as the Board of the Lynden Transportation Benefit District, Lynden, Washington, adopted Resolution No. 1049 concerning a sales and use tax to fund certain transportation improvements. This proposition would renew the authorization of a sales and use tax of two tenths of one percent (0.002) to be collected from all taxable retail sales within the Transportation Benefit District in accordance with RCW 82.14.0455 for a term of ten years, or until such District is dissolved, whichever is earlier, for the purpose of paying or financing costs of necessary transportation improvement projects listed and identified in the City of Lynden Six-Year Transportation Improvement Plan:

Should this proposition be approved?

Yes? .....

No? .....

**Section 3. Corrections**

The City Clerk, serving as the Secretary of the TBD is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's or clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

**Section 4. Severability.**

If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional.

PASSED by the Lynden City Council, Lynden, Washington, at a regular open meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

This resolution shall be in full force and effect on \_\_\_\_\_ 2022.

PASSED BY CITY COUNCIL BY AN AFFIRMATIVE VOTE \_\_\_\_\_ IN FAVOR AND \_\_\_\_\_ AGAINST, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor Scott Korthuis

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	Ord 1645 Benson Park Annexation	
<b>Section of Agenda:</b>	Public Hearing	
<b>Department:</b>	Planning Department	
<b>Council Committee Review:</b>	<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: _____
	<b>Legal Review:</b> <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
Ordinance 1645 with Exhibit A		
<b>Summary Statement:</b>		
<p>To facilitate the continued design and development of the Benson Road Park and implementation of the Pepin Creek Sub-Area Plan, the Council is being asked to approve the annexation of 36.35 acres of the Benson Road Park property that currently falls within unincorporated Whatcom County.</p> <p>As the Council may recall, in 2011 the farmstead associated with this property was annexed into the City. And, in 2014 the City purchased both the farmstead and the farmland.</p> <p>As the City is legal owner of the property, it is contiguous to the existing City limits, and will be used for public purpose, the annexation action may utilize an exception provided in RCW 36.93.090 whereby the review and approval of the proposed annexation by the Whatcom County Boundary Review Board is not required.</p> <p>Planning and Public Works staff have notified, and coordinated with, Whatcom County staff consistent with the guiding interlocal agreement on annexations. No special assessments or proportional share of infrastructure improvements are due to the County in association with this annexation.</p> <p>The proposed Ordinance 1645 comes forward as a final annexation action.</p>		
<b>Recommended Action:</b>		
Motion to approve Ordinance 1645 annexing the city-owned Benson Road property and authorize the Mayor's signature on the document.		

**ORDINANCE NO. 1645**

**AN ORDINANCE OF THE CITY OF LYNDEN TO PROVIDE ANNEXATION TO THE CITY OF LYNDEN**

WHEREAS, the City of Lynden, hereinafter called “City” or the “Proponent,” is proposing the annexation of approximately 36.35 acres (“Proposed Annexation Area” or “PAA”), into the City for the purpose of receiving urban services and for the fulfillment of the Pepin Creek Sub Area Plan; and

**WHEREAS**, the Proposed Annexation Area is within the City’s Urban Growth Boundary, identified in the Lynden Comprehensive Plan (i.e., the Urban Growth Area designated by Whatcom County), as required for annexation under RCW 35A.14.005; and

**WHEREAS**, RCW 35A.14.300 provides for the annexation of territory outside of City limits, whether contiguous or non-contiguous, for any municipal purpose by a majority vote of the City Council so long as such territory is owned by the City; and

**WHEREAS**, the City is the legal owner of the PAA, having purchased the PAA in 2014, acquiring ownership by a statutory warranty deed recorded November 17, 2014 under Auditor’s File No. 2141101345; and

**WHEREAS**, the PAA is contiguous to the City limits and therefore, pursuant to the exemption set out in RCW 36.93.090, review and approval of the proposed annexation by the Whatcom County Boundary Review Board is not required; and

**WHEREAS**, the Proponent’s plans make appropriate provisions for public health, safety and general welfare; and

**WHEREAS**, the proposed annexation will not have an adverse effect on the finances, debt structure, or contractual obligations and rights of other governmental units, except for a small reduction in the Whatcom County tax base; and

**WHEREAS**, the proposed annexation shall be taxed or assessed to pay its share of any indebtedness of the City of Lynden, Washington, contracted prior to or existing at the date of this annexation, and

**WHEREAS**, the PAA is being annexed for municipal purposes and the public interest will be served by this annexation as said annexation is necessary for the fulfillment of the Pepin Creek Sub Area Plan and will serve as a desirable location for future community facilities for which the City intends to plan, including without limitation, parks, walkways, and recreational facilities; and

**WHEREAS**, the City of Lynden will provide adequate police protection to the proposed annexation area on a twenty-four (24) hour basis and can more efficiently and effectively provide such service to the area than the Whatcom County Sheriff’s Office; and

**WHEREAS**, the proposed annexation is logically served by the City of Lynden and will therefore preserve logical service areas; and

**WHEREAS**, adequate governmental services and controls in the proposed annexation area can be most efficiently provided by the City of Lynden; and

**WHEREAS**, the above recitals are hereby adopted as findings of fact by the Lynden City Council in support of the proposed annexation; and

WHEREAS, on June 6, 2022, the City Council determined that the property could be zoned Public Use (PU), if annexed, and that it would be subject to all bond issues of the City of Lynden; and

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

**Section 1:** The real property described as follows (hereafter “Property”), being all of the territory within the PAA, is hereby annexed to the City of Lynden, County of Whatcom, State of Washington:

Commonly Described As: 0 Benson Road, Lynden, Washington 98264

Assessor’s Tax Parcel No.: 400318 461331 0000

Legal Description:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., WHATCOM COUNTY, WASHINGTON.

THE NORTH 315 FEET OF THE SOUTH 470 FEET OF THE EAST 410 FEET THEREOF. EXCEPT BENSON ROAD.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**Section 2:** The Property shall become a part of the City of Lynden and shall be subject to all laws, ordinances and resolutions of the City including any part of the comprehensive plan of said City hereinafter to be adopted with reference to Property and shall be therein designated Public Use (PU) zoning, as per City of Lynden Zoning Map for said area, for land purposes, until otherwise classified.

**Section 3:** IT IS FURTHER PROVIDED that the Property shall be taxed or assessed to pay its share of any indebtedness of the City of Lynden, Washington, contracted prior to or existing at the date of this annexation.

**Section 4:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 5:** If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 6:** This ordinance shall take effect and be in force from and after its passage by the City Council and approval by the Mayor, if approved, otherwise as provided by law and five (5) days after the date of publication.

AFFIRMATIVE VOTE \_\_\_\_ IN FAVOR, AND \_\_\_\_\_ AGAINST, AND SIGNED BY THE MAYOR THIS 20<sup>th</sup> DAY OF June 2022.

\_\_\_\_\_  
MAYOR, Scott Korthuis

ATTEST:

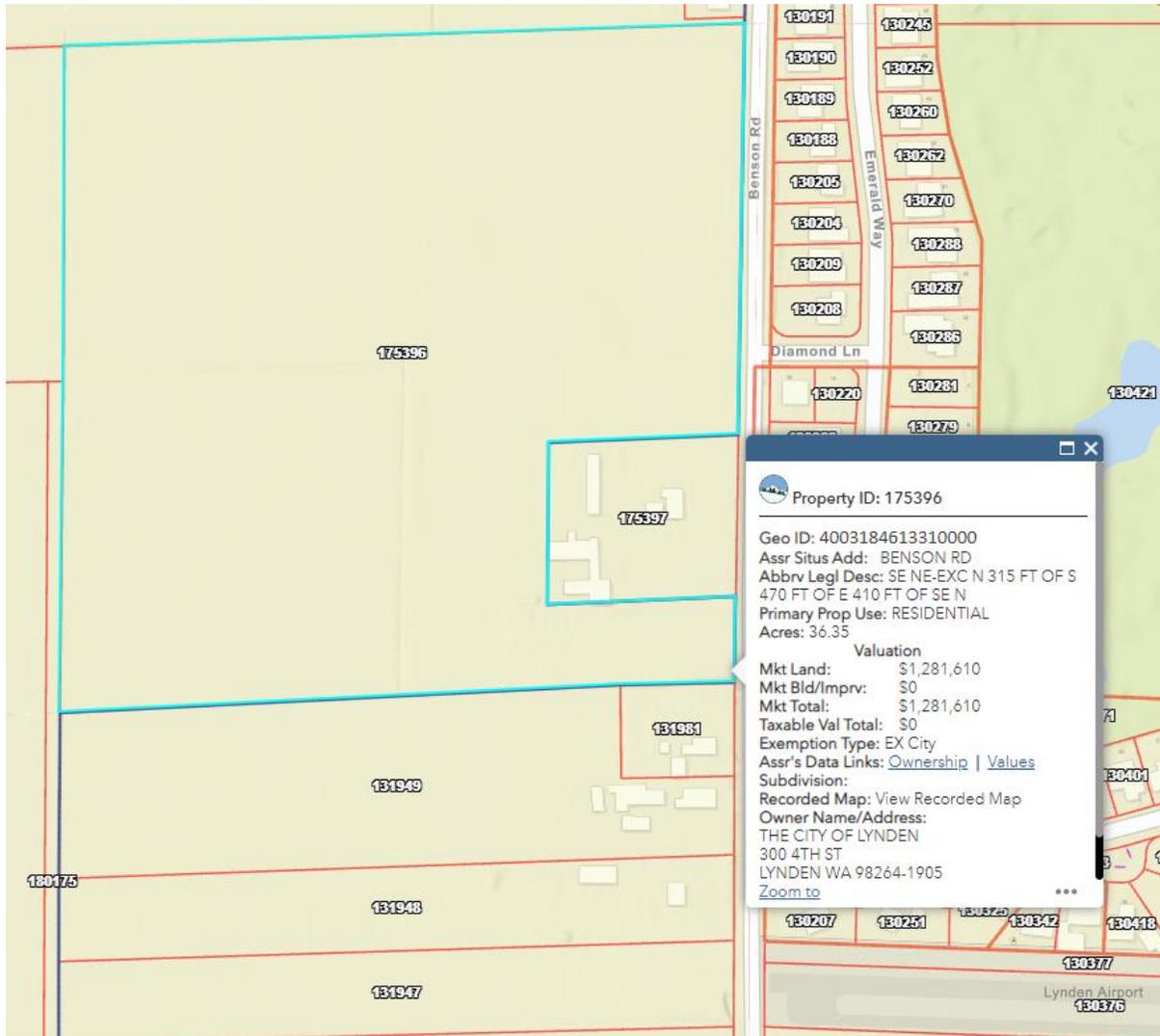
\_\_\_\_\_  
CITY CLERK Pamela D. Brown

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY Robert A. Carmichael

Ordinance 1645 – Benson Park Annexation

MAP EXHIBIT



# CITY OF LYNDEN



## EXECUTIVE SUMMARY

<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	Ord 1646 Amendment to LMC 15 -Third-Party Bldg Permit Review	
<b>Section of Agenda:</b>	Public Hearing	
<b>Department:</b>	Planning Department	
<b>Council Committee Review:</b>	<input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	<b>Legal Review:</b> <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
Ordinance 1646, Resolution 991		
<b>Summary Statement:</b>		
<p>The Building Division, at times, needs third-party support in the review of building permits either due to the complexity of the building project or due to an influx in building permit submittals.</p> <p>The attached proposed ordinance establishes a City policy for the use of third-party review and collection of associated fees. This guidance would become part of LMC 15.26.</p> <p>Fees are not established through this ordinance but would currently rely on Resolution 991 (attached) and be updated periodically. Planning staff is working with the Finance Department to include the third-party review fees in a unified fee schedule that would adjust by an accepted cost index.</p>		
<b>Recommended Action:</b>		
Motion to approve Ordinance 1646 amending LMC 15 to establish a standard for the third party review of building permits and to authorize the Mayor’s signature on the document.		

**ORDINANCE 1646**

**AN ORDINANCE OF THE CITY OF LYNDEN, ADDING CHAPTER 15.26,  
THIRD-PARTY REVIEW FEE POLICY, TO TITLE 15,  
OF THE LYNDEN MUNICIPAL CODE**

**WHEREAS**, the City of Lynden has the authority to set building permit fees pursuant to Lynden Municipal Code 15.02.060.B; and

**WHEREAS**, the City of Lynden’s Planning and Community Development Department (the “Department”) has seen a significant increase in applications for building permits in recent years, which has put increasing pressure on the Department to review the number of applications; and

**WHEREAS**, the Department has contracted with a third-party consultant to review some building permit applications, including the required plans and reports, to ensure a timely review and response to applicants; and

**WHEREAS**, building permit applications are referred for outside third-party consultant review based on a variety of factors including without limitation complexity of application and staff availability; and

**WHEREAS**, to ensure timely review of building permits now and into the future, the Department must have the ability to contract with outside consultants to carry out third-party review, as deemed necessary by the Department; and

**WHEREAS**, the term “Third Party Review Fee” defines the fee(s) required when outside consultant review is necessary for certain building permits, whether that is based on the complexity of the permit application or the number of permits currently pending before the Department; and

**WHEREAS**, in cases where third-party review is required, the applicant shall be fully responsible for all fees associated with the additional review, reflecting the actual cost of the review; and

**WHEREAS**, the public interest will be served by amending the Lynden Municipal Code to include the Third-Party Review Fee policy to ensure transparency and efficiency throughout the review process; and

**WHEREAS**, the foregoing recitals are material findings and declarations of the City Council of the City of Lynden;

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

**Section 1.** Title 15, Building and Construction, of the Lynden Municipal Code is hereby amended to include a new Chapter 15.26, Third-Party Review Fee Policy, which reads as follows:

**15.26 Third-Party Review Fee Policy**

**15.26.010 Purpose.**

The City of Lynden may, at the discretion of the Planning Director, require a third-party review of any building permit application submitted under Title 15 by an outside consultant.

**15.26.020 Procedure for determining if third-party review is required.**

The Planning Director may determine that third-party review is required to ensure timely review of an application, to best achieve compliance with the standards and guidelines of the code or other appropriate rules and regulations, or for any other reason in the best interest of the City.

**15.26.030 Selection of Third-Party Consultant.**

When third-party review is initiated, the Planning Director may select an outside consultant under contract with the City for providing review of building permit applications.

**15.26.040 Fees and Costs.**

All cost incurred from an outside third-party consultant reviewing a building permit application shall be the sole responsibility of the applicant. The cost incurred shall be based on the actual cost to the City for review services provided by such outside consultant, consistent with council resolution.

**15.26.050 Notice and Deposit for Third-Party Consultant Review.**

Once the need for third-party review is determined, the City shall send by registered U.S. mail or deliver in person, written notice thereof to applicant, including a statement of the total estimated actual cost of review, to be required as a deposit. The City shall require full payment from the applicant of said deposit prior to commencement of third-party review. Upon exhaustion of any deposit, the City may cease work on the application and require the applicant to remit an additional deposit to recommence third-party review. Any funds remaining in an applicant's deposit account following completion or termination of review shall be refunded to applicant.

**Section 2.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or

federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 3.** This Ordinance shall be in force and effect five (5) days from and after its passage, approval, and publication.

AFFIRMATIVE VOTE, \_\_\_\_\_ IN FAVOR, AND \_\_\_\_\_ AGAINST, AND SIGNED BY THE MAYOR THIS 20<sup>th</sup> DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR, Scott Korthuis

ATTEST:

\_\_\_\_\_  
CITY CLERK Pamela D. Brown

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY Robert A. Carmichael

**RESOLUTION NO. 991**

**A RESOLUTION AMENDING RESOLUTION NO. 948  
AND UPDATING STATE BUILDING CODE FEES  
FOR THE LYNDEN MUNICIPAL CODE  
FOR THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON**

**WHEREAS**, the City Council of the City of Lynden has determined that it is in the best interest of the City to update building fees to be consistent with current practice; and

**WHEREAS**, the Washington State Building Code Council has notified the City of an increase to state building code fees that must be enacted effective July 1, 2018.

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

**Section 1: Building Valuation**

Plan Review and Permit Fees are based on the determined valuation of a project, rather than the cost, to ensure permit fees are consistent. Valuation means the estimated total cost of building construction. It is not meant to determine market value of a structure.

The Square Foot Construction Costs in the following table are from the updated 2016 Building Valuation Data Table provided by the International Code Council (ICC) and represent average valuations for various occupancy types. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The charges in Section 2 shall be based on this table unless project valuation submitted by the applicant is significantly higher than the calculated valuation using this table, in which case the City will use the submitted valuation. Construction Type VB shown in this table represents approximately 95% of all building projects in our area; however, the Building Official will refer to the complete ICC 2016 table *for other valuation types* if the project is not Construction Type VB.

**Square Foot Construction Costs** <sup>a, b, c, d</sup>

Group (International Building Code)	VB (Unprotected Wood Frame)
A-1 Assembly, theaters, with stage	169.73
A-1 Assembly, theaters, without stage	150.92
A-2 Assembly, nightclubs	132.99
A-2 Assembly, restaurants, bars, banquet halls	131.99
A-3 Assembly, churches	153.09
A-3 Assembly, general, community halls, libraries, museums	118.27
A-4 Assembly, arenas	149.92
B Business	122.72
E Educational	136.18
F-1 Factory and industrial, moderate hazard	65.44
F-2 Factory and industrial, low hazard	64.44
H-1 High Hazard, explosives	* N.P.
H234 High Hazard	58.67
H-5 HPM	122.72
I-1 Institutional, supervised environment	129.43
I-2 Institutional, hospitals	* N.P.
I-2 Institutional, nursing homes	* N.P.
I-3 Institutional, restrained	147.16
I-4 Institutional, day care facilities	129.43
M Mercantile	88.36
R-1 Residential, hotels	131.23
R-2 Residential, multiple family	102.41
R-3 Residential, one- and two- family	112.65
R-4 Residential, care/assisted living facilities	129.43
S-1 Storage, moderate hazard	57.67
S-2 Storage, low hazard	56.67
U Utility, miscellaneous (i.e. Garage, Accessory Bldg >120sf)	44.63

a. Private Garages use Utility, miscellaneous

b. Unfinished basements (all use group) = \$15.00 per sq. ft.

c. For shell only buildings deduct 20 percent

\*d. N.P. = Occupancy group not permitted under type VB Construction – refer to complete ICC 2016 Valuation Table (Refer to Building Official)

Improvements to Existing Structures  
Remodels/Additions/Alterations  
(Residential re-roofing & re-siding – no permit required)

Fee Based on  
Owners Construction Cost

Porches/Decks/Patios  
Covered porch, deck, patio  
Open porch, deck, patio, gazebo

Cost per Sq. Ft.  
\$15.00  
\$10.00

Residential Garages and Sheds  
These will now be found under "U" in the Table above.

Foundations only  
Residential Foundation  
Industrial and Commercial Foundation  
Plan Check Fee

Valuation - per Sq. Ft. or Minimum Fee  
\$2.00 per sq. ft. or Minimum \$50.00  
\$3.00 per sq. ft. or Minimum \$100.00  
65% of calculated Permit Fee

Temporary structures  
Fee based on valuation of setup costs only

Signs Based on Construction cost

**Section 2: Plan Check Fees and Fees not based on Building Valuation**

Plan Check Fees

1. 65% of the permit fee – in addition to permit fees - all construction.
2. An *estimated* plan review fee paid at time of permit application for construction valuations over \$5000, based on the estimated valuation.  
Single Family Homes all pay an estimated plan review fee of \$400.00 at time of application.  
Any estimated fee paid at the time of permit application shall be credited toward the amount due for the final plan check fee.

State Building Code Fee – BCF (RCW 19.27.085) \$ 6.50 for each residential building permit, plus \$2.00 for each additional residential unit

\$25.00 for each commercial building permit plus \$2.00 for each additional residential unit, if mixed use occupancy

Pre-Manufactured Structures/Mobile Homes Placement fees + permit fees if any extra exterior structural construction

Single wide \$150.00 flat fee  
Double wide \$200.00 flat fee  
Triple wide \$250.00 flat fee

Solar Panels \$120 Flat Fee + BCF

Miscellaneous

Demolition or removal of structure	Flat fee—\$50.00
Bed and Breakfast inspection	\$25.00 (In addition to city business license fee.)

**Section 3:**

The Building Permit Fee Schedule is established as follows:

The following are fees which shall be due based on the building valuation data set forth in Section 1. This Building Permit Fee Schedule of charges shall be used in determining building permit costs and are in addition to any other fees or charges established herein.

<b>TOTAL VALUATION</b>	<b>FEE</b>
\$1.00 to \$500.00	<b>\$23.50</b>
\$501.00 to \$2,000.00	<b>\$23.50</b> for the first \$500.00 plus <b>\$3.05</b> for each additional \$ 100.00 or fraction thereof to and including \$2,000.00
\$2,001.00 to \$25,000.00	<b>\$69.25</b> for the first \$2,000.00 plus <b>\$14.00</b> for each additional \$1,000.00, or fraction thereof to and including \$25,000.00
\$25,001.00 to \$50,000.00	<b>\$391.25</b> for the first \$25,000.00 plus <b>\$10.10</b> for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	<b>\$643.75</b> for the first \$50,000.00 plus <b>\$7.00</b> for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	<b>\$993.75</b> for the first \$100,000.00 plus <b>\$5.60</b> for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$ 1,000,000.00	<b>\$3,233.75</b> for the first \$500,000.00 plus <b>\$4.75</b> for each additional \$ 1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	<b>\$5,608.75</b> for the first \$ 1,000,000.00 plus <b>\$3.65</b> for each additional \$ 1,000.00 or fraction thereof

**Section 4.** Other inspection fees due in addition to those set forth in Section 4 herein are established as follows:

**Other Inspections and Fees:**

<u>Inspection Type</u>	<u>Hourly Charge (1 hour Minimum)</u>
1. Inspections outside of normal business hours (minimum one-hour charge).....	\$75.00 <sup>1</sup>
2. Re-Inspection fees .....	\$60.00 <sup>1</sup>
3. Inspections for which no fee is specifically indicated.....	\$60.00 <sup>1</sup>
4. Additional plan review required by changes, additions or revisions to plans.....	\$60.00 <sup>1</sup>
5. For use of outside consultants for plan checking and inspections, or both.....	Actual costs <sup>2</sup>

<sup>1</sup>Or the total hourly cost to the jurisdiction; whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup>Actual costs include administrative and overhead costs.

**Section 5:** Exhibit 1 Mechanical Fees and Plumbing Permit Fees attached hereto are part of this resolution in its entirety and represent fees included with total building permit fees.

**Section 6:** 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 7:** If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional, and if, for any reason this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

**Section 8:** This Resolution shall be in full force and effect on July 1, 2018.

PASSED by the city council by an affirmative vote of 6 in favor, and 0 in opposition, and signed by the Mayor this 22 day of May, 2018.

  
\_\_\_\_\_  
Mayor Scott Korthuis

ATTEST:

  
\_\_\_\_\_  
City Clerk Pamela D. Brown

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney Robert Carmichael

**EXHIBIT 1**

**Mechanical Inspection/Permit Fees**

Every Permit: Base Fee \$30.00, plus per fixture fee

Fixtures: New Installation/Replacement/Relocation Per Fixture

A/C Air/Handling Units HP	\$11.00
Water Heater-Gas (Electric water heaters – see Plumbing)	\$15.00
Gas Fireplace, Clothes Dryer, Heat Pump, Unit Heater	\$15.00
Range Hood/Exhaust Fans	\$11.00
Furnace < 100,000 BTU (Including Ducts and Vents)	\$15.00
Furnace > 100,000 BTU	\$19.00
Ventilation Fan	\$ 8.00
Incinerator – Commercial/Industrial	\$15.00
Boiler or Compressor	\$15.00
For each gas-piping system of one to four outlets	\$10.00
For each gas-piping system of more than four outlets - per outlet	\$ 2.00
Miscellaneous Fixtures (regulated by the IMC but not listed above)	\$15.00

**Plumbing Inspection/Permit Fees**

Every Permit: Base Fee \$30.00, plus per fixture fee

Fixtures: New Installation/Replacement/Relocation Per Fixture

Bathtub, Bath sinks, Shower, Kitchen sink, Dishwasher, Clothes Washer, Toilet, Urinal, Drinking Fountain, Drain or Floor Drain, Hot tub, Laundry Sink, Bar/Service sink, Electric Water Heater	\$ 7.00
Backflow Protective Device, Lawn Sprinkler system	\$10.00
Roof Drains – Commercial/Industrial	\$ 7.00
Vacuum Breakers	\$ 5.00
Grease Traps	\$15.00
Medical Gas Piping	\$50.00
Miscellaneous Fixtures (regulated by the IPC but not listed above)	\$ 7.00

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	Award Bid for Grover Street Overlay (3 <sup>rd</sup> to Lawrence) Project	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>	Public Works	
<b>Council Committee Review:</b>	<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: _____
	<b>Legal Review:</b> <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
1) Certified Bid Tabulation 2) Reichhardt & Ebe Engineering letter - Recommendation to Award		
<b>Summary Statement:</b>		
<p>Staff recently solicited bids for the Grover Street Overlay Project. The project provides for the structural asphalt overlay of approximately 1,400 linear feet of Grover St. from 3<sup>rd</sup> St. to Lawrence St. This contract includes grinding of the existing roadway, installation of traffic loops, and the replacement of pedestrian ramps and sidewalks to meet current accessibility standards. Two bids were received on June 9, 2022. Reichhardt and Ebe Engineering prepared the attached Bid Tabulation and Recommendation to Award.</p> <p>The apparent low bid provide by JB Asphalt was review by staff and the City Attorney and has been determined to be an Irregular Bid. There are significant unbalanced unit prices on at least four critical bid items, including the three (3) traffic control items as shown on the attached Bid Tabulation. Section 1-02.13, Item 2b of the WSDOT Standard Specification allows the contracting agency to reject bids that are unbalanced and considered potentially detrimental. The overall bid is more than 14% lower than the engineer’s estimate and 25% below the other bidder. Staff is recommending rejection of the JB Asphalt bid due to this irregularity and award to the next low responsive bidder.</p> <p>At the Public Works Committee meeting on June 8, 2022, the committee concurred that the bid results could be forwarded directly to City Council after being informed of the results. The Public Works Committee was advised of the bids and concurred to recommend award to Tiger Construction, the lowest responsive and responsible bidder, in the amount of \$882,367.50 (no applicable sales tax). This project will be funded with State Transportation Improvement Board (TIB) funds matched with Lynden Transportation Benefit District (TBD) and County Economic development Investments (EDI) Program funds.</p>		
<b>Recommended Action:</b>		
That City Council award the contract for the Grover Street Overlay (3 <sup>rd</sup> to Lawrence) Project to Tiger Construction, in the amount of \$882,367.50, and authorize the Mayor to sign the contract.		



June 15, 2022

City of Lynden  
300 4<sup>th</sup> Street  
Lynden, WA 98264

Attn: Mark Sandal  
Programs Manager

RE: Grover Street Overlay – 3<sup>rd</sup> Street to Lawrence Street  
Recommendation to Award

Dear Mr. Sandal,

We have reviewed all construction bid proposals for the above referenced project. While the lowest bid appears to be JB Asphalt Paving, several bid items seem excessively unbalanced potentially to the detriment of the city; most notably items relating to traffic control (Bid Items 4, 5, and 6). Therefore, Tiger Construction, LTD is considered to have provided the lowest responsive bid at \$882,367.50.

We recommend that you award the contract to Tiger Construction, LTD subject to the following:

- Required project funds are available

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ian Hinton', with a long horizontal line extending to the right.

Ian Hinton, P.E.  
Reichhardt & Ebe Engineering, Inc.

**R&E Reichhardt & Ebe**  
**ENGINEERING INC**  
 423 Front Street  
 Lynden, WA 98264  
 Phone: (360) 354-3687

Called By:					Engineer's Estimate		1		2		Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
For:					JB Asphalt Paving 22228 95th PL W Edmonds, WA 98020		Tiger Construction, LTD PO Box 368 Everson, WA 98247					
By:		CERTIFIED TABULATION OF BIDS RECEIVED										
Date:		Ian Hinton, P.E. June 9, 2022										
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 130,000.00	\$ 130,000.00	\$ 84,000.00	\$ 84,000.00	\$ 107,000.00	\$ 23,000.00	
2	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 100.00	
3	Fuel Cost Adjustment	-	CALC	\$ -	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 0.50	\$ 0.50	
4	Project Temporary Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 1.00	\$ 1.00	\$ 27,400.00	\$ 27,400.00	\$ 13,700.50	\$ 13,699.50	
5	Flaggers	2,700	HR	\$ 65.00	\$ 175,500.00	\$ 1.00	\$ 2,700.00	\$ 70.00	\$ 189,000.00	\$ 35.50	\$ 34.50	
6	Other Traffic Control Labor	270	HR	\$ 65.00	\$ 17,550.00	\$ 1.00	\$ 270.00	\$ 85.00	\$ 22,950.00	\$ 43.00	\$ 42.00	
7	Clearing and Grubbing	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,630.00	\$ 1,630.00	\$ 1,315.00	\$ 315.00	
8	Removal of Structures and Obstructions	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 66,000.00	\$ 66,000.00	\$ 16,100.00	\$ 16,100.00	\$ 41,050.00	\$ 24,950.00	
9	Sawcut ACP	3,975	LF-IN	\$ 1.00	\$ 3,975.00	\$ 3.00	\$ 11,925.00	\$ 0.40	\$ 1,590.00	\$ 1.70	\$ 1.30	
10	Sawcut PCC	845	LF-IN	\$ 1.25	\$ 1,056.25	\$ 5.00	\$ 4,225.00	\$ 1.20	\$ 1,014.00	\$ 3.10	\$ 1.90	
11	Roadway Excavation Incl. Haul	140	CY	\$ 25.00	\$ 3,500.00	\$ 50.00	\$ 7,000.00	\$ 49.00	\$ 6,860.00	\$ 49.50	\$ 0.50	
12	Gravel Borrow Incl. Haul	200	TON	\$ 20.00	\$ 4,000.00	\$ 20.00	\$ 4,000.00	\$ 51.00	\$ 10,200.00	\$ 35.50	\$ 15.50	
13	Water	20	M GAL.	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 83.50	\$ 1,670.00	\$ 66.75	\$ 16.75	
14	Crushed Surfacing Top Course	40	TON	\$ 50.00	\$ 2,000.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ -	
15	HMA Cl. 1/2" PG 58H-22	1,380	TON	\$ 125.00	\$ 172,500.00	\$ 120.00	\$ 165,600.00	\$ 145.00	\$ 200,100.00	\$ 132.50	\$ 12.50	
16	Crack Sealing	1	EST	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	
17	Planing Bituminous Pavement	10,650	SY	\$ 5.00	\$ 53,250.00	\$ 5.00	\$ 53,250.00	\$ 2.50	\$ 26,625.00	\$ 3.75	\$ 1.25	
18	Asphalt Cost Price Adjustment	-	CALC	\$ -	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 0.50	\$ 0.50	
19	Job Mix Compliance Price Adjustment	-	CALC	\$ -	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 0.50	\$ 0.50	
20	Compaction Price Adjustment	-	CALC	\$ -	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 0.50	\$ 0.50	
21	Paving Fabric	175	SY	\$ 20.00	\$ 3,500.00	\$ 20.00	\$ 3,500.00	\$ 13.00	\$ 2,275.00	\$ 16.50	\$ 3.50	
22	Adjustments to Finished Grade	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 26,500.00	\$ 26,500.00	\$ 39,400.00	\$ 39,400.00	\$ 32,950.00	\$ 6,450.00	
23	Erosion Control and Water Pollution Prevention	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,180.00	\$ 5,180.00	\$ 3,840.00	\$ 1,340.00	
24	Topsoil Type A	120	SY	\$ 25.00	\$ 3,000.00	\$ 5.00	\$ 600.00	\$ 24.50	\$ 2,940.00	\$ 14.75	\$ 9.75	
25	Sod Installation	85	SY	\$ 25.00	\$ 2,125.00	\$ 20.00	\$ 1,700.00	\$ 45.00	\$ 3,825.00	\$ 32.50	\$ 12.50	
26	Bark or Wood Chip Mulch	35	SY	\$ 25.00	\$ 875.00	\$ 5.00	\$ 175.00	\$ 22.50	\$ 787.50	\$ 13.75	\$ 8.75	
27	Landscape Rock	15	SY	\$ 25.00	\$ 375.00	\$ 40.00	\$ 600.00	\$ 36.50	\$ 547.50	\$ 38.25	\$ 1.75	
28	Landscape Restoration	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	
29	Cement Conc. Traffic Curb and Gutter	495	LF	\$ 40.00	\$ 19,800.00	\$ 40.00	\$ 19,800.00	\$ 47.50	\$ 23,512.50	\$ 43.75	\$ 3.75	
30	Cement Conc. Pedestrian Curb	125	LF	\$ 40.00	\$ 5,000.00	\$ 45.00	\$ 5,625.00	\$ 55.00	\$ 6,875.00	\$ 50.00	\$ 5.00	
31	Recessed Pavement Marker	0.54	HUN	\$ 15,000.00	\$ 8,100.00	\$ 17,500.00	\$ 9,450.00	\$ 18,700.00	\$ 10,098.00	\$ 18,100.00	\$ 600.00	
32	Cement Conc. Sidewalk	290	SY	\$ 75.00	\$ 21,750.00	\$ 85.00	\$ 24,650.00	\$ 97.00	\$ 28,130.00	\$ 91.00	\$ 6.00	
33	Cement Conc. Curb Ramp Type Combination	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,370.00	\$ 2,370.00	\$ 2,385.00	\$ 15.00	
34	Cement Conc. Curb Ramp Type Parallel A	6	EA	\$ 2,500.00	\$ 15,000.00	\$ 2,400.00	\$ 14,400.00	\$ 2,370.00	\$ 14,220.00	\$ 2,385.00	\$ 15.00	
35	Cement Conc. Curb Ramp Type Perpendicular A	10	EA	\$ 2,500.00	\$ 25,000.00	\$ 2,000.00	\$ 20,000.00	\$ 2,140.00	\$ 21,400.00	\$ 2,070.00	\$ 70.00	
36	Induction Loop Type 1	13	EA	\$ 3,500.00	\$ 45,500.00	\$ 4,350.00	\$ 56,550.00	\$ 4,630.00	\$ 60,190.00	\$ 4,490.00	\$ 140.00	
37	Induction Loop Type 3A	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 2,185.00	\$ 10,925.00	\$ 2,330.00	\$ 11,650.00	\$ 2,257.50	\$ 72.50	
38	Permanent Signing	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 585.00	\$ 585.00	\$ 1,042.50	\$ 457.50	
39	Paint Line	4,220	LF	\$ 1.00	\$ 4,220.00	\$ 0.50	\$ 2,110.00	\$ 0.55	\$ 2,321.00	\$ 0.53	\$ 0.03	
40	Painted Wide Lane Line	590	LF	\$ 1.00	\$ 590.00	\$ 0.66	\$ 389.40	\$ 0.70	\$ 413.00	\$ 0.68	\$ 0.02	
41	Plastic Stop Line	192	LF	\$ 20.00	\$ 3,840.00	\$ 15.50	\$ 2,976.00	\$ 16.50	\$ 3,168.00	\$ 16.00	\$ 0.50	
42	Plastic Crosswalk Line	1,330	SF	\$ 12.00	\$ 15,960.00	\$ 10.00	\$ 13,300.00	\$ 10.50	\$ 13,965.00	\$ 10.25	\$ 0.25	
43	Plastic Traffic Arrow	9	EA	\$ 325.00	\$ 2,925.00	\$ 210.00	\$ 1,890.00	\$ 225.00	\$ 2,025.00	\$ 217.50	\$ 7.50	
44	Painted Yellow Curb	370	LF	\$ 5.00	\$ 1,850.00	\$ 2.20	\$ 814.00	\$ 2.30	\$ 851.00	\$ 2.25	\$ 0.05	
45	Temporary Pavement Marking - Short Duration	2,350	LF	\$ 1.00	\$ 2,350.00	\$ 0.50	\$ 1,175.00	\$ 2.00	\$ 4,700.00	\$ 1.25	\$ 0.75	
46	Repair Existing Public and Private Facilities	1	EST	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	
TOTAL					\$ 820,091.25	\$ 702,500.40	\$ 882,367.50					

**Math Error**  
 Unit Price considered excessively unbalanced to the potential detriment of the Contracting Agency per Section 1-02.13



# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	Resolution 1050 - Interlocal Agreement regarding Planning, Annexation and UGA Development	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>	Planning Department	
<b>Council Committee Review:</b>	<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: _____
	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
Resolution 1050 with Exhibit A, the Interlocal Agreement regarding Planning, Annexation and UGA Development, Redlines using Previous Interlocal Agreement		
<b>Summary Statement:</b>		
<p>Whatcom County and the City of Lynden Planners have drafted an update to the existing interlocal agreement between the City and the County concerning Planning, Annexation and UGA Development. The goal of the agreement is to coordinate efforts regarding development or infrastructure improvements which may occur with the City’s Urban Growth Areas (UGAs) prior to annexation.</p> <p>The agreement makes provisions for the coordination of development standards and cost sharing of public infrastructure, such as bridges, which may have been installed by the County but get annexed into the City within 10 years of their construction. The agreement also establishes policies on sales tax revenue sharing when significantly developed commercial and/or industrial land is annexed out of Whatcom County.</p> <p>Revisions to the document focus primarily on creating consistency between this and other adopted documents including the County-wide Planning Policies. Clarification to the process associated with sales tax revenue sharing was also added. Unlike other cities in Whatcom County, Lynden’s UGA has traditionally been largely undeveloped agricultural land and as such, many of the provisions included in the agreement are rarely if ever utilized.</p> <p>Staff is requesting that Council review the revisions and approve if they see fit.</p>		
<b>Recommended Action:</b>		
Motion to approve Resolution 1050 - Interlocal Agreement between the City of Lynden and Whatcom County Concerning Planning, Annexation and Development within the Lynden UGA and to authorize the Mayor’s signature on the resolution and agreement documents.		

**RESOLUTION NO. 1050**

**CITY OF LYNDEN RESOLUTION TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LYNDEN AND WHATCOM COUNTY CONCERNING PLANNING, ANNEXATION AND DEVELOPMENT WITHIN THE LYNDEN UGA**

**WHEREAS**, cooperative relationships between the City and County benefit both organizations as well as residents and stakeholders of incorporated and unincorporated neighborhoods; and

**WHEREAS**, the Growth Management Act (GMA) adopted goals to guide the process of developing comprehensive plans and directed counties to adopt urban growth areas; and

**WHEREAS**, the Whatcom County County-wide Planning Policies direct each jurisdiction to acknowledge these policies and implement them through Interlocal Agreements; and

**WHEREAS**, review of development within the City’s urban growth area (UGA) should anticipate future annexation into the City; and

**WHEREAS**, the City and County recognize that there is a need to consider impacts, coordinate plans, and facilitate the proper transition of public services and capital projects from the County to the City at the time of annexation.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lynden to approve the Interlocal Agreement between the City of Lynden and Whatcom County regarding Planning, Annexation and Development within the Lynden UGA and presented in Exhibit A.

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

\_\_\_\_\_

MAYOR, Scott Korthuis

ATTEST:

\_\_\_\_\_

CITY CLERK, Pamela Brown,

APPROVED AS TO FORM:

\_\_\_\_\_

CITY ATTORNEY, Robert Carmichael

**EXHIBIT A**

INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF LYNDEN AND WHATCOM COUNTY  
CONCERNING PLANNING, ANNEXATION AND DEVELOPMENT  
WITHIN THE LYNDEN UGA

This agreement is made by and between the City of Lynden (herein after referred to as the City) and Whatcom County (herein after referred to as the County), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, cooperative relationships between the City and County benefit both organizations as well as residents and stakeholders of incorporated and unincorporated neighborhoods; and

WHEREAS, the Growth Management Act (GMA) adopted goals to guide the process of developing comprehensive plans and directed counties to adopt urban growth areas; and

WHEREAS, the *Whatcom County County-wide Planning Policies* direct each jurisdiction to acknowledge these policies and implement them through Interlocal Agreements; and

WHEREAS, review of development within the City’s urban growth area (UGA) should anticipate future annexation into the City; and

WHEREAS, the Whatcom County Comprehensive Plan has identified a UGA that includes land within unincorporated Whatcom County which the City may annex in the future; and

WHEREAS, annexations proposed by the City are pursued in accordance with RCW 35A.14 and intended to be consistent with RCW 36.93.180; and

WHEREAS, the City and County recognize that there is a need to facilitate the proper transition of public services and capital projects from the County to the City at the time of annexation; and

WHEREAS, the City and County recognize that mutual coordination of land use densities and designations is necessary to reduce urban sprawl, support urban infrastructure and protect rural areas and resource lands within the County; and

WHEREAS, consistent regulations and cooperative development review facilitate creation of a vibrant, attractive and economically healthy urban area with distinct neighborhoods; and

WHEREAS, Whatcom County Comprehensive Plan Goal 2R is to establish interlocal agreements between the County and cities in order to accomplish a variety of growth-related goals; and

WHEREAS, the City and the County recognize the City’s responsibility to annex lands needed for urban residential, commercial and industrial use; and

WHEREAS, the City and County recognize that as the City tax base grows, the County will share in that growth through revenue sharing mechanisms; and

WHEREAS, the City and County recognize that annexation of developed land will reduce County tax revenues used to support County services; and

WHEREAS, the City and County have established a formula to mitigate the impact on the County of revenue losses and to equitably compensate the County for certain capital facility expenditures in annexed areas; and

WHEREAS, the City and County recognize that annexations can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to address those impacts; and

WHEREAS, it is in the best interest of the citizens of both jurisdictions to coordinate plans and manage growth in the UGA prior to annexation; and

WHEREAS, the City and County desire to develop a general interlocal agreement that will apply to UGA planning and all annexations;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and County agree as follows:

**Section 1. Applicability and Amendments to this Agreement**

A. The City and the County agree that the contents of this interlocal agreement shall apply to growth management planning, development within the City’s UGA and annexations.

B. This interlocal agreement will be amended for individual annexations under the

following circumstances:

- i. When the City is required by this agreement to reimburse the County for road or stormwater capital improvements pursuant to section 6 of this agreement. As part of the annexation review process, the County shall notify the City when a proposed annexation area includes a capital project that is eligible for reimbursement, and the amount of the reimbursement per the formula set out in Section 6C of this agreement. Reimbursement shall only be required for road or stormwater capital projects that are done in coordination with the City and built to either City design and development standards in existence at the time of construction or an alternative standard agreed to by the County Road Engineer and the City Engineer.
- ii. When agreements relating to maintenance or ownership of stormwater or drainage facilities, parks, open space or recreational facilities are needed pursuant to sections 7 or 8 of this agreement; or
- iii. When the City and County mutually agree to the amendment to address issues of concern.

C. Whenever possible, annexation-related amendments should be executed by the City and County prior to expiration of the County’s 45-day annexation review period established pursuant to RCW 36.93.100. However, if the City and County cannot come to agreement concerning any annexation-related issues, the County may request a Boundary Review Board hearing, and the City and County may continue to negotiate annexation amendment language.

D. Annexation-related amendments to this interlocal agreement should include the following:

- i. The annexation’s name and boundary review board number;
- ii. A map and legal description of the annexation area, with the map clearly labeling the annexation boundary area with supporting road names and associated infrastructure features (e.g. bridges, stormwater facilities, utilities, etc.);
- iii. The annexation method, resolution number and date of City acceptance of a petition or determination to pursue elections for the annexation area;
- iv. Compensation or reimbursement formulas for major capital improvements;

- v. Capital facilities and parks, open space, and recreational facility maintenance and ownership agreements;
- vi. Agreements regarding impact mitigation, including but not limited to traffic mitigation;
- vii. Agreements regarding balance between residential and commercial/industrial land;
- viii. Identification of the existing and intended service providers for the area (water, sewer, fire/EMS), including any interlocal agreements or contracts between the City and Special Purpose Districts; and
- ix. Signatures by the City’s Mayor and County Executive and effective date of the annexation-related amendment.

E. The City and County recognize that other amendments to this interlocal agreement may be necessary to clarify the requirements of particular sections or update the agreement. These amendments may be pursued as necessary by both parties.

**Section 2. Growth Management Planning**

**A. Inter-jurisdictional Coordination.**

The County and the City will coordinate the Review and Evaluation Program (Buildable Lands) review as required by RCW 36.70A.215 and the Countywide Planning Policies.

The County and the City will coordinate the comprehensive plan and UGA reviews required by RCW 36.70A.130(1) and (3) through the following:

- i. Approving, by resolution of the respective legislative bodies, a schedule for joint County and City review of the UGA.
- ii. City and County planners will coordinate and review issues associated with growth management planning.
- iii. If deemed necessary by the County Executive, convening a group of elected officials from the County and cities to discuss and review issues associated with growth management planning.

**B. Periodic Review.** During the periodic review of comprehensive plans undertaken

pursuant to RCW 36.70A.130 (1), the County and City will coordinate and share proposals for comprehensive plan amendments relating to the UGA and/or adjacent areas.

C. Urban Growth Area. Whatcom County will review the UGA in accordance with the schedule in RCW 36.70A.130 to ensure that the UGA can accommodate the urban growth projected to occur in the 20-year planning period established by the Whatcom County Comprehensive Plan. The County will coordinate with the City through the UGA review process. The City will submit recommendations to the County in accordance with the schedule for joint County and City review of the UGA. In conjunction with the UGA review, the City and County agree to jointly review the densities permitted, achieved and assumed within the City and UGA, and the extent to which the urban growth has occurred within the City and unincorporated portions of the UGA.

D. Land Capacity for the Periodic Review.

- i. The City and County agree to review and jointly approve, in conjunction with the other cities, the Whatcom County Land Capacity Analysis Detailed Methodology.
- ii. The City and County agree to review land capacity and needs for the UGA in conjunction with the next UGA review.
- iii. In general, for property within the City limits, the comprehensive plan designations, planned densities adopted in the City’s GMA-compliant comprehensive plan, city zoning classifications and/or achieved densities will be utilized in the land capacity analysis unless mutually agreed by the parties or the County identifies clear and compelling rationale for deviating from these designations and densities.
- iv. For property within the UGA but outside the City limits, assumed densities will be determined through a collaborative process between the County and City, consistent with the Whatcom County Land Capacity Analysis Detailed Methodology, as now exists or hereafter may be amended.

E. Population and Employment. The County and City will work together to develop proposed population and employment projections and allocations that are within the range of the Washington State Office of Financial Management projections. The proposed projections and allocations should be developed in conjunction with the other cities. The proposed projections and allocations will be forwarded to the respective legislative bodies for consideration.

F. City Comprehensive Plan. The City will adopt comprehensive plan designations for annexation areas consistent with the GMA.

G. Accommodation of Growth. The City and County agree, through a collaborative process, to accommodate and plan for population and employment growth allocated to the UGA in the Whatcom County Comprehensive Plan.

H. Residential Zoning Districts. The City and County recognize that urban densities must be achieved in order to meet the goals of the GMA. The City will consider adopting minimum urban densities in residential zoning districts. The City will retain the final authority to determine whether or not to adopt such minimum densities.

I. Capital Facility and Urban Service Planning. At a minimum, the City will utilize Whatcom County Comprehensive Plan population and employment projections, for the planning horizon year in the County Plan, when developing or updating capital facility and/or urban service plans. The City, at its discretion, may plan for growth above that contained in the Whatcom County Comprehensive Plan, provided that such growth is contained within the designated UGA, UGA Reserve or future study areas. City capital facility and/or urban service plans may also project and plan for growth beyond the 20-year planning period established in the Whatcom County Comprehensive Plan, but such additional growth projections do not obligate Whatcom County to modify its projections or Comprehensive Plan.

J. Water and Sewer. The City will develop and maintain capital facility plans, in compliance with the requirements of the GMA, to provide urban levels of water and sewer service within the UGA. The City agrees to consider the Coordinated Water System Plan when the City’s System Plan is updated and the County agrees to consider the City’s Water System Plan when the Coordinated Water System Plan is updated.

K. Stormwater Plans. The City will review, and if necessary, adopt a new or updated stormwater plan for the UGA.

L. Transportation Plan. The City will review and, if necessary, adopt a new or updated transportation plan or element for the UGA.

M. County-Wide Planning Policies. When the County-wide Planning Policies are updated, the City and County agree to work together to develop a set of policies that are acceptable to, and adopted by, both jurisdictions.

**Section 3. Annexations**

A. Role of Boundary Review Board. The Boundary Review Board was established prior to adoption of the Growth Management Act, prior to the establishment of UGA

boundaries, and prior to the adoption of a City/County interlocal agreement that addresses issues associated with the potential impacts of annexations and includes a process for resolving disputes. As a result, the City and County agree to jointly review with the other jurisdictions and service providers the potential for modifying the role of BRB in the annexation process.

B. Annexation Planning. Annexations may only take place for land within the UGA designated in the Whatcom County Comprehensive Plan. Annexations shall be based on policies adopted in the City’s Comprehensive Plan, be consistent with adopted County-wide Planning Policies and Whatcom County Comprehensive Plan Goal 2P, and Policies 2P-1, and 2P-2. Annexations shall include logical boundaries and be timed in a way which allows for transition of services between the City and County (and Special Purpose District, if applicable). Considerations in defining logical physical boundaries shall include one or more of the following:

- i) Size and shape of the area to be annexed;
- ii) Preservation of neighborhoods and communities;
- iii) Use of physical boundaries, including but not limited to, bodies of water, roads, and land contours;
- iv) Creation and preservation of logical service areas;
- v) Prevention of abnormally irregular boundaries;
- vi) Dissolution of inactive Special Purpose Districts;
- vii) Adjustment of impractical boundaries;
- viii) Annexation of unincorporated areas which are urban in character;
- ix) Consistency with the City’s Annexation Blueprint, if adopted;
- x) The City’s ability to provide the full range of urban services.

In order to facilitate communication and review of annexations, the City will notify the County Director of Planning and Development Services and County Director of Public Works, or their designees, prior to the City Council’s acceptance of a Notice of Intent to Commence Annexation. The City will also notify the County Director of Planning and Development Services and County Director of Public Works, or their designees, within 10 days of approving or denying a resolution or ordinance to accept the petition for annexation. The County Public Works Department will notify the City if compensation for road construction or stormwater facilities will be sought under section 6 of this Interlocal Agreement.

C. Balanced Annexations. The City agrees to employ its annexation authority in a manner that strives to maintain a balance of commercial, industrial and residential properties inside the City and within successive annexation plans and proposals.

D. City Zoning. The City agrees to identify appropriate city zoning at the time it

accepts the initial annexation proposal submitted by residents and/or owners of the proposed annexation area. The City will adopt the zoning to be applied to the area at the same time the annexation ordinance is adopted. Zoning changes adopted within annexation areas shall be considered in evaluating the balance of residential, commercial and industrial properties.

E. Appropriate Urban Densities. For residential zoning districts in annexation areas, the City agrees to adopt appropriate urban densities consistent with the State GMA, City Comprehensive Plan, and the overall density goals of the County Comprehensive Plan.

F. Administration of Special Assessments. When annexations occur which encompass less than the entirety of a local improvement district (LID), utility local improvement district (ULID), local utility district (LUD), road improvement district (RID) or local road improvement district (LRID), the assessments for those parcels within the annexation area will continue to be administered by the County Treasurer. If an annexation includes the entirety of an LID, ULID, LUD, RID or LRID future administration will be mutually agreed upon by the City and County.

G. Developer Reimbursement Agreements. The City will assume administrative duties for any developer reimbursement agreement, including but not limited to latecomer agreements, for the portion of the affected area that the City annexes. For developer reimbursement agreements involving property located partially or wholly within the City's UGA, the County will include a provision in the agreement stating that upon annexation, the administrative functions under the agreement for the annexed area will transfer to the City with no additional action needed by the parties, and further stating that said transfer of administrative responsibilities will include the authority to collect any associated administrative fees as established in the agreement. Upon execution of any developer reimbursement agreement where the affected area is located wholly or partially within the City's UGA, the County will provide to the City a copy of the agreement.

H. Records Transfer. The County agrees to make every effort to transfer all relevant records for properties in an annexation area within 60 days of receiving written notice from the City of an approved annexation.

I. Annexation Blueprint. The City intends to adopt and periodically update an Annexation Blueprint, or annexation phasing plan, to guide future annexations. The City agrees to transmit a copy of the draft Annexation blueprint or phasing plan to the County for comment prior to City adoption of the plan.

**Section 4. Processing Applications Prior to Annexation**

A. Zoning. Whatcom County zoning will apply within the City’s unincorporated UGA until annexation.

B. Rezoning within the UGA. The County will not approve rezone requests for property within the UGA without consideration of City input, which should include an evaluation of consistency with the City Comprehensive Plan. The County agrees to notify the City of any rezone applications received within the UGA within 30 calendar days of receiving a complete application. The County agrees to meet with City staff to share information and discuss issues regarding any proposed rezone. The County agrees to provide notice of the time, date and location of the public hearing at least ten days prior to the public hearing.

C. Notice for Land Use Permits, Subdivisions, and Binding Site Plans. The County agrees to notify the City of the following land use permit, subdivision, and binding site plan applications:

- i. Applications proposing to use or using city water or sewer; and
- ii. Applications located within the City’s UGA.

Such notice will be provided concurrent with the notice of application.

D. Subdivisions and PUDs. The County agrees to invite the City to participate and respond in Technical Review Committee meetings regarding such projects. If adopted by the County, City subdivision standards shall be applied when appropriate. The City agrees to review subdivision plans for consistency with City design standards and development regulations and to participate in the TRC review process.

E. Commercial/Industrial Building Permits. The County should notify the City within fifteen days of receipt of an application for a building permit for a commercial or industrial structure within the UGA or that is using city water or sewer.

F. Development Standards. The City may make specific recommendations to the County to adopt city development standards within the Urban Growth Area. The County will retain the final authority to determine whether or not to adopt City development standards.

If the County adopts City development standards, the City agrees to review development in the UGA and make recommendations to the County relating to whether the development complies with City development standards.

**Section 5. Permit Processing After Annexation.**

The City and County agree as follows:

**A. Building Permits.** As the agent of the City, the County shall continue to process under County codes and building permit requirements to completion any building permits and associated permits for which it received a fully complete permit application and accompanying fee prior to the effective date of the annexation. Associated permits shall be defined as clearing, grading, mechanical, plumbing, fire sprinkler, and occupancy permits related to those projects being processed by the County. Completion shall mean final administrative approvals.

Except as provided below for permit extensions, in the case of building permits issued prior to the date of an annexation, the applications and permits shall be processed through final inspection and/or issuance of an occupancy permit by the County. The final inspection for building permits should be a joint City/County inspection with the City in attendance for information purposes only. The County will transmit the permit records to the city after final inspection.

**B. Land Use Permits and Subdivision.** As the agent of the City, the County shall continue to process to completion any land use permit and subdivision proposals, including those for short plats, administrative approval use permits, shoreline permits, long plats, binding site plans and conditional use permits, for which it received a fully complete permit application and accompanying fee prior to the effective date of an annexation. The County will transmit the permit records to the city after processing to completion. Completion shall mean final administrative or quasi-judicial approvals or, for subdivisions, recording relevant documents. Such permit applications will be transferred to the City for processing if mutually agreed by the City and County. In the case of action required by the legislative body, the City Council shall take final action relating to property that has been annexed.

**C. Permit Extensions.** Any request for extension of a permit issued by the County which is received after the annexation date shall be made to and administered by the County. Prior to extending a permit, the County will notify the City.

**D. Enforcement of Conditions.** To the extent authorized by law, the City agrees to enforce any conditions imposed by the County unless waived or modified by the City. The City should notify the County and provide the County with the opportunity to comment prior to waiving or modifying any conditions imposed by the County. The County will make its employees available to provide assistance in any enforcement action relating to conditions originally prepared by County personnel.

E. Development Securities or Financial Guarantees. For permits that are transferred to the City for processing after annexation, performance and maintenance securities, landscape securities, critical area or shoreline mitigation sureties, and other associated securities received by the County prior to annexation will be assigned to the City, if such securities allow assignment. As of the effective date of this interlocal agreement, the County will ensure that all such securities allow assignment to the City without further approval by any party, if allowed by the security provider.

For permits that the County continues to process after annexation, the County will continue to hold the associated securities.

In the event that the securities are not assigned to the City, the City and the property owner will be notified that the County will continue to hold the securities until:

- i. The jurisdiction processing the permit under section 5A or 5B above confirms that the securities may be released; or
- ii. The jurisdiction processing the permit under section 5A or 5B above determines that the developer has not complied with the condition of approval, at which time the County agrees to exercise the security and transfer the funds to the City to fulfill the condition of approval; or
- iii. The securities automatically expire.

F. Permit Status Review. At the request of the City or County, the jurisdictions will meet to discuss the status of permits in an annexation area remaining under review by the County and determine whether or not responsibility for continued processing should be transferred to the City. Any change in permit processing responsibility shall be provided by written agreement, acceptable to both parties.

**Section 6. Roads and Stormwater Facilities**

A. Maintenance and Ownership Responsibilities. Unless the County agrees to retain a specific road in County jurisdiction, the City will annex the entire right-of-way of County roads adjacent to an annexation boundary and will assume full maintenance responsibility for those roads upon the effective date of the annexation. It may also be desirable to include in an annexation adjacent road sections to avoid dead-end segments or portions of roads that meander in and out of jurisdictions. Such situations may be negotiated on a case by case basis.

B. Unexpended Mitigation Payments. Funds for road related mitigation payments or

impact fees received by the County for projects within an annexation area which remain unexpended as of the effective date of the annexation will be transferred to the City, if allowed by law, within six months of the effective date of the annexation.

C. Compensation for Capital Construction Projects. The City agrees to reimburse the County for the depreciated value of capital road and stormwater construction projects that are either built to City standards in existence at the time of construction or an alternative standard agreed to by the County Road Engineer and the City Engineer and completed during the fifteen-year period prior to annexation as shown on Exhibit A, which will be updated at the time of annexation if necessary.

The City agrees to reimburse the County for depreciated County costs incurred by the County in implementing the projects listed in Exhibit A based on a 15 year, straight line depreciation.

The City may reserve the right to inspect roadways and infrastructure in order to determine compliance with approved engineered civil construction plans, prior to payment.

This reimbursement will be for the value of the County's share of funds spent for the construction of major public facilities, excluding grant funding, including but not limited to new roads and sidewalks or those roads which have undergone a major reconstruction. It shall not include routine maintenance expenditures for such facilities.

Actual reimbursement amounts and timing of payments shall be negotiated between the City and County Public Works Department prior to annexation. The agreement shall be included as part of an amendment to this interlocal agreement. Exhibit A lists the County capital road and stormwater construction projects that have been completed within 15 years prior to the effective date of this agreement. Exhibit A will be updated as necessary to incorporate any new projects. These projects are to be included within the reimbursement mentioned in this section. Reimbursement shall not include routine maintenance expenditures. A project listed on Exhibit A shall be automatically removed from the list at the end of the fifteenth budget year following final acceptance of the project.

The County also agrees to consult with the City in planning for new capital road and stormwater construction projects within the City's UGA. At the time of consulting with the City, both parties will discuss the need for shared responsibilities in implementing a project, including the potential for grant funding, bonding or loans. Any agreements related to shared responsibilities for road projects within the City's UGA shall be added as amendments to Exhibit A of this interlocal agreement.

**Section 7. Water Resource Management**

A. Stormwater Management. The City and the County, and where appropriate, special purpose districts, will coordinate development of and funding for stormwater management and drainage plans and standards. The City and the County will also work together to develop and implement the Comprehensive Flood Hazard Management Plan.

B. Watershed Planning. The County and the City recognize that watershed management planning is ongoing. The County and City may develop and adopt interlocal agreements for joint watershed management planning, groundwater protection, capital construction and other related services.

C. Maintenance and Ownership of Drainage Facilities. If an annexed area includes stormwater or drainage improvements or facilities the County currently owns or maintains, the City and County shall agree to the maintenance and ownership responsibilities prior to annexation. The responsibilities resulting from such discussions shall be included as part of an annexation-related amendment to this agreement, except for facilities located in right-of-way annexed by the City that will be maintained by the City.

**Section 8. Parks, Open Space and Recreational Facilities**

A. Open Space and Parks. Open space and parks will be identified through advanced, joint planning and review of development projects within the City UGA and should be based upon the City’s adopted park and/or trail plan and City standards. The City should consider mapped floodplain areas when identifying open space within the urban growth area.

B. Maintenance and Ownership Responsibilities. If an annexed area includes park, open space or recreational facilities the County currently owns listed in Exhibit B, the City and County shall agree to the maintenance, operation and ownership responsibilities prior to annexation. The responsibilities resulting from such discussions shall be included as part of an annexation-related amendment to this agreement.

**Section 9. Provision of Services**

A. Police Services. Law enforcement services shall transfer from the Sheriff’s Department to the City Police Department upon annexation.

B. Special Purpose Districts. Prior to each annexation, the County and/or the City may negotiate interlocal agreements with Special Purpose Districts providing services inside

and outside urban growth areas to address issues such as financial concerns and level of service.

C. Fire and Emergency Medical Services.

Upon annexation, the City shall assume responsibility for delivery of fire and emergency medical services (basic life support or BLS) within the annexed area unless the city is within or contracts with the appropriate fire district.

D. Urban Services. In general, cities are the units of local government most appropriate to provide urban governmental services. It is not appropriate that urban governmental services be extended to or expanded outside the UGA, except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at non-urban densities permitted by existing County zoning and do not permit urban development.

E. Impact Fee Review. The City and County agree to discuss the potential for a comprehensive, county-wide system of impact fee collection.

F. School Impact Fees. The County should consider adopting school impact fees if the School District requests impact fees and meets the requirements of Whatcom County Code 20.75.

**Section 10. Sales Tax Revenue Sharing**

City and County agree to share in the sales tax revenues for annexations of “significant developed commercial and/or industrial land” (as defined below). In those cases, sales tax revenues will be computed and shared on the following basis:

To determine Base Value for the local sales tax revenue, Base Value for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> years equals total sales tax revenue from the 1% local sales tax collected in the 12 full calendar months following the effective date of the annexation and following the first and second anniversaries, respectively, so that the Base Value is established on the actual sales tax collected during the time between payments.

1 <sup>st</sup> year County receives of Base Value	.80
2 <sup>nd</sup> year County receives of Base Value	.50
3 <sup>rd</sup> year County receives	.20

of Base Value

The County shall receive .15 directly from the State. The City will reimburse the difference (.65 Base Value 1<sup>st</sup> year, .35 Base Value 2<sup>nd</sup> year, and .05 Base Value 3<sup>rd</sup> year) to the County.

The first payment from the City to the County shall be due and payable within ninety days of the first anniversary of the effective date of the annexation with subsequent payments due and payable within ninety days of the second and third anniversary dates of the effective date of the annexation. It is agreed that upon completion of payments as scheduled, each party will have been fairly, fully and adequately compensated for their respective annexation impacts under this section.

For the purposes of this interlocal agreement “significant developed commercial and/or industrial land” shall be those properties which together generated \$50,000 or more in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation. Said one year period shall include the 12 full calendar months preceding the effective date of the annexation. In these cases sales tax revenues will be computed and shared on the basis described above.

The process for sales tax revenue sharing is set forth below:

**Step 1 – Determine Whether Sales Tax Revenue Sharing is Required**

- The City provides a specific list of businesses by State Department of Revenue (DOR) registered name (and Unified Business Identification or UBI number) within the annexation area. If the City does not have access to the DOR information, provide the common name and parcel number for each business.
- The County Treasurer’s Office looks up the sales tax revenue to determine if sales tax revenue sharing is required under the Interlocal Agreement. Specifically, City revenue sharing is required if developed commercial and/or industrial land in the annexation area together generated \$50,000 or more in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation.
- If developed commercial and/or industrial land in the annexation area together generated less than \$50,000 in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation, revenue sharing is not required.

**Step 2 – City Makes 1<sup>st</sup> Year Payment (if applicable)**

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the first anniversary of the effective date of the annexation.

**Step 3 – City Makes 2<sup>nd</sup> Year Payment (if applicable)**

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the second anniversary of the effective date of the annexation.

**Step 4 – City Makes 3<sup>rd</sup> Year Payment (if applicable)**

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the third anniversary of the effective date of the annexation.

**Section 11. Resource Lands and Rural Areas**

In order to implement the Growth Management Act and Whatcom County Comprehensive Plan, the County and City are outlining the respective roles of the County and City in protecting designated resource lands (agriculture, forestry, or mineral resource lands) and rural areas:

A. Density Credits. If the City is required to undertake “reasonable measures” under the Review and Evaluation (Buildable Lands) Program pursuant to RCW 36.70A.215, the City will consider adopting a density credit program in conjunction with the County. The density credit program may consist of granting density bonuses or other development incentives inside City limits if the developer contributes to the Whatcom County Conservation Easement Program fund.

B. Compatibility. The City will assure that the use of lands adjacent to designated resource lands will not interfere with the continued use, in the accustomed manner and

in accordance with best management practices, of these designated lands for the production of food and other agricultural products, pursuant to RCW 36.70A.060(1)(a).

**Section 12. Other Provisions**

A. GIS Data Sharing. The City and the County will cooperate in data sharing.

B. Transfer of Land: The City and County will consult on the possibility of transfer of land from County to City ownership if included in an annexation.

C. Offsite Mitigation Improvements: The City and County should cooperate on establishing a program that would allow development activities within the City to transfer wetland mitigation to locations within the unincorporated County, in order to permit development sufficient to achieve urban densities within the City and accomplish the best ecological outcome, subject to the following:

- i. Whatcom County will not assume any new administrative responsibilities, such as approving and monitoring wetland mitigation, unless explicitly approved by the Whatcom County Council.
- ii. Prior to proposing a wetland mitigation program that includes areas designated as Agriculture on the Whatcom County Comprehensive Plan map, the City and the County will consider recommendations of the Agricultural Advisory Committee.
- iii. The County and City will consider any mutually agreeable changes to their respective development regulations addressing off-site wetland mitigation.
- iv. In some cases, such offsite mitigation may include the transfer or purchase of development rights.

D. UGA Expansions – The City and Whatcom County agree to consult with an adjacent city, if any, prior to expanding a UGA.

**Section 13. Existing Agreements**

The City and County mutually agree to identify and evaluate, as appropriate, existing

mitigation agreements and interlocal agreements affecting an annexation area to which the City or County is a party.

**Section 14. Relationship to Existing Laws and Studies**

This agreement in no way modifies or supersedes existing State laws and statutes. In meeting the commitments encompassed in this agreement, all parties will comply with the requirements of the Open Public Meeting Act, State Environmental Policy Act, annexation statutes and other applicable State or local law. The ultimate authority for land use and development decisions is retained by the County and City within their respective jurisdictions. By executing this agreement, the County and City do not purport to abrogate the decision-making responsibility vested in them by law.

**Section 15. Hold Harmless**

The City shall protect, save harmless and indemnify at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City’s performance of this agreement. The County shall protect, save harmless and indemnify at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County’s performance of this agreement.

**Section 16. Dispute Resolution**

In the event of an impasse relating to any provision of this interlocal agreement, the jurisdictions involved may mutually agree to use mediation for a minimum of 90 days. After the 90 day period, the parties may, by mutual agreement, elect to utilize binding arbitration. In the event that the parties agree to use arbitration, a three member arbitration panel will be selected by mutual agreement. If the parties cannot agree on membership of the panel, each party will select one member and those two members will select the third member. The decision of the arbitration panel on the issue will be final.

**Section 17. Implementation**

Whatcom County and the City will strive to engage in collaborative discussions in order to implement this interlocal agreement. When these discussions lead to proposed legislative action, such as amendments to a comprehensive plan, the County Council and City Council are not bound to take any specific future action.

**Section 18. Effective Date, Duration and Termination**

This agreement shall be effective on July 1, 2022 if signed by both the Mayor of the City and Whatcom County Executive. This agreement shall remain in effect until June 30, 2032, unless modified or terminated by written agreement of both parties.

**Section 19. Severability**

If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

Each signatory below to this agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the agreement and bind the party thereto.

CITY OF LYNDEN

WHATCOM COUNTY

By \_\_\_\_\_  
Scott Korthuis, Mayor

By \_\_\_\_\_  
Satpal Sidhu, County Executive

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:  
Office of the City Attorney

Approved as to form:  
Whatcom County Prosecutor  
/s/ Royce Buckingham

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT A  
COUNTY ROAD AND STORMWATER PROJECTS  
REQUIRING POTENTIAL REIMBURSEMENT

No County road or stormwater projects, potentially requiring reimbursement under Section 6.C of this interlocal agreement, have been identified in the Lynden UGA.

EXHIBIT B  
COUNTY OWNED PARK, OPEN SPACE AND RECREATIONAL FACILITIES  
WITHIN THE UGA

There are no County owned facilities within the Lynden UGA at the time of this agreement.

PRELIMINARY DRAFT  
 INTERLOCAL AGREEMENT  
 BETWEEN  
 THE CITY OF [INSERT NAME HERE] AND WHATCOM COUNTY  
 CONCERNING PLANNING, ANNEXATION AND DEVELOPMENT  
 WITHIN THE [NAME] UGA

This agreement is made by and between the City of [Name] (herein after referred to as the City) and Whatcom County (herein after referred to as the County), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, cooperative relationships between the City and County benefit both organizations as well as residents and stakeholders of incorporated and unincorporated neighborhoods; and

WHEREAS, the Growth Management Act (GMA) adopted goals to guide the process of developing comprehensive plans and directed counties to adopt urban growth areas; and

WHEREAS, the *Whatcom County County-wide Planning Policies* direct each jurisdiction to acknowledge these policies and implement them through Interlocal Agreements; and

WHEREAS, review of development within the City’s urban growth area (UGA) should anticipate future annexation into the City; and

WHEREAS, the Whatcom County Comprehensive Plan has identified a UGA that includes land within unincorporated Whatcom County which the City may annex in the future; and

WHEREAS, annexations proposed by the City are pursued in accordance with RCW 35A.14 and intended to be consistent with RCW 36.93.180; and

WHEREAS, the City and County recognize that there is a need to facilitate the proper transition of public services and capital projects from the County to the City at the time of annexation; and

WHEREAS, the City and County recognize that mutual coordination of land use densities and designations is necessary to reduce urban sprawl, support urban infrastructure and protect rural areas and resource lands within the County; and

WHEREAS, consistent regulations and cooperative development review facilitate

creation of a vibrant, attractive and economically healthy urban area with distinct neighborhoods; and

WHEREAS, Whatcom County Comprehensive Plan Goal 2R ~~is to require~~ the establishment of interlocal agreements between the County and cities in order to accomplish a variety of growth-related goals; and

WHEREAS, the City and the County recognize the City’s responsibility to annex lands needed for urban residential, commercial and industrial use; and

WHEREAS, the City and County recognize that as the City tax base grows, the County will share in that growth through revenue sharing mechanisms; and

WHEREAS, the City and County recognize that annexation of developed land will reduce County tax revenues used to support County services; and

WHEREAS, the City and County have established a formula to mitigate the impact on the County of revenue losses and to equitably compensate the County for certain capital facility expenditures in annexed areas; and

WHEREAS, the City and County recognize that annexations can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to address those impacts; and

WHEREAS, it is in the best interest of the citizens of both jurisdictions to coordinate plans and manage growth in the UGA prior to annexation; and

WHEREAS, the City and County desire to develop a general interlocal agreement that will apply to UGA planning and all annexations;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and County agree as follows:

**Section 1. Applicability and Amendments to this Agreement**

A. The City and the County agree that the contents of this interlocal agreement shall apply to growth management planning, development within the City’s UGA and annexations.

B. This interlocal agreement will be amended for individual annexations under the following circumstances:

- i. When the City is required by this agreement to reimburse the County for road or stormwater capital improvements pursuant to section 6 of this agreement. As part of the annexation review process, the County shall notify the City when a proposed annexation area includes a capital project that is eligible for reimbursement, and the amount of the reimbursement per the formula set out in Section 6C of this agreement. Reimbursement shall only be required for road or stormwater capital projects that are done in coordination with the City and built to either City design and development standards in existence at the time of construction or an alternative standard agreed to by the County Road Engineer and the City Engineer.
- ii. When agreements relating to maintenance or ownership of stormwater or drainage facilities, parks, open space or recreational facilities are needed pursuant to sections 7 or 8 of this agreement; or
- iii. When the City and County mutually agree to the amendment to address issues of concern.

C. Whenever possible, annexation-related amendments should be executed by the City and County prior to expiration of the County’s 45-day annexation review period established pursuant to RCW 36.93.100. However, if the City and County cannot come to agreement concerning any annexation-related issues, the County may request a Boundary Review Board hearing, and the City and County may continue to negotiate annexation amendment language.

D. Annexation-related amendments to this interlocal agreement should include the following:

- i. The annexation’s name and boundary review board number;
- ii. A map and legal description of the annexation area, with the map clearly labeling the annexation boundary area with supporting road names and associated infrastructure features (e.g. bridges, stormwater facilities, utilities, etc);
- iii. The annexation method, resolution number and date of City acceptance of a petition or determination to pursue elections for the annexation area;
- iv. Compensation or reimbursement formulas for major capital improvements;
- v. Capital facilities and parks, open space, and recreational facility maintenance and ownership agreements;
- vi. ~~Transfer of development rights (TDR) and/or purchase of development rights (PDR) agreement if a TDR and/or PDR procedure has been adopted under section 11.B of this interlocal agreement;~~
- vii. Agreements regarding impact mitigation, including but not limited to traffic mitigation;
- viii. Agreements regarding balance between residential and commercial/industrial land;
- ix. Identification of the existing and intended service providers for the area (water, sewer, fire/EMS), including any interlocal agreements or contracts between the City and Special Purpose Districts; and
- x. Signatures by the City’s Mayor and County Executive and effective date of the annexation-related amendment.

Formatted: Not Highlight

E. The City and County recognize that other amendments to this interlocal agreement

may be necessary to clarify the requirements of particular sections or update the agreement. These amendments may be pursued as necessary by both parties.

**Section 2. Growth Management Planning**

**A. Inter-jurisdictional Coordination.**

The County and the City will coordinate the Review and Evaluation Program (Buildable Lands) review as required by RCW 36.70A.215 and the Countywide Planning Policies.

The County and the City will coordinate the comprehensive plan and UGA reviews required by RCW 36.70A.130(1) and (3) through the following:

- i. Approving, by resolution of the respective legislative bodies, a schedule for joint County and City review of the UGA.
- ii. City and County planners will coordinate and review issues associated with growth management planning.
- iii. Convening a group of elected officials from the County and cities to discuss and review issues associated with growth management planning.

**B. Periodic Review.** During the periodic review of comprehensive plans undertaken pursuant to RCW 36.70A.130 (1), the County and City will coordinate and share proposals for comprehensive plan amendments relating to the UGA and/or adjacent areas.

**C. Urban Growth Area.** Whatcom County will review the UGA in accordance with the schedule in RCW 36.70A.130 to ensure that the UGA can accommodate the urban growth projected to occur in the 20-year planning period established by the Whatcom County Comprehensive Plan. The County will coordinate with the City through the UGA review process. The City will submit recommendations to the County in accordance with the schedule for joint County and City review of the UGA. In conjunction with the UGA review, the City and County agree to jointly review the densities permitted, achieved and assumed within the City and UGA, and the extent to which the urban growth has occurred within the City and unincorporated portions of the UGA.

**D. Land Capacity for the Periodic Review.**

- i. The City and County agree to review and jointly approve, in conjunction with the other cities, the Whatcom County Land Capacity Analysis Detailed Methodology.

- ii. The City and County agree to review land capacity and needs for the UGA in conjunction with the next UGA review.
- iii. In general, for property within the City limits, the comprehensive plan designations, planned densities adopted in the City’s GMA-compliant comprehensive plan, city zoning classifications and/or achieved densities will be utilized in the land capacity analysis unless mutually agreed by the parties or the County identifies clear and compelling rationale for deviating from these designations and densities.
- iv. For property within the UGA but outside the City limits, assumed densities will be determined through a collaborative process between the County and City, consistent with the Whatcom County Land Capacity Analysis Detailed Methodology, as now exists or hereafter may be amended.

E. Population and Employment. The County and City will work together to develop proposed population and employment projections and allocations that are within the range of the Washington State Office of Financial Management projections. The proposed projections and allocations should be developed in conjunction with the other cities. The proposed projections and allocations will be forwarded to the respective legislative bodies for consideration.

F. City Comprehensive Plan. The City will adopt comprehensive plan designations for annexation areas consistent with the GMA. ~~The City may also establish an annexation blueprint, phasing plan or comprehensive plan policies to appropriately manage phasing of growth in the UGA.~~

G. Accommodation of Growth. The City and County agree, through a collaborative process, to accommodate and plan for population and employment growth allocated to the UGA in the Whatcom County Comprehensive Plan.

H. Residential Zoning Districts. The City and County recognize that urban densities must be achieved in order to meet the goals of the GMA. The City will ~~conduct a formal process, including City Planning Commission and City Council review, to~~ consider adopting minimum urban densities in residential zoning districts ~~by June 30, 2016~~. The City will retain the final authority to determine whether or not to adopt such minimum densities.

I. Capital Facility and Urban Service Planning. At a minimum, the City will utilize Whatcom County Comprehensive Plan population and employment projections, for the planning horizon year in the County Plan, when developing or updating capital facility and/or urban service plans. The City, at its discretion, may plan for growth above that contained in the Whatcom County Comprehensive Plan, provided that such growth is

contained within the designated UGA, UGA Reserve or future study areas. City capital facility and/or urban service plans may also project and plan for growth beyond the 20-year planning period established in the Whatcom County Comprehensive Plan, but such additional growth projections do not obligate Whatcom County to modify its projections or Comprehensive Plan.

J. Water and Sewer. The City will develop and maintain capital facility plans, in compliance with the requirements of the GMA, to provide urban levels of water and sewer service within the UGA. The City agrees to consider the Coordinated Water System Plan when the [City's](#) System Plan is updated and the County agrees to consider the [City's](#) Water System Plan when the Coordinated Water System Plan is updated.

K. Stormwater Plans. The City will review, and if necessary, adopt a new or updated stormwater plan for the UGA.

L. Transportation Plan. The City will review and, if necessary, adopt a new or updated transportation plan or element for the UGA.

~~M. Critical Areas. The City will maintain development regulations to protect critical areas consistent with the GMA.~~

NM. County-Wide Planning Policies. When the County-wide Planning Policies are updated, the City and County agree to work together to develop a set of policies that are acceptable to, and adopted by, both jurisdictions.

**Section 3. Annexations**

A. Role of Boundary Review Board. The Boundary Review Board was established prior to adoption of the Growth Management Act, prior to the establishment of UGA boundaries, and prior to the adoption of a City/County interlocal agreement that addresses issues associated with the potential impacts of annexations and includes a process for resolving disputes. As a result, the City and County agree to jointly review with the other jurisdictions and service providers the potential for modifying the role of BRB in the annexation process.

B. Annexation Planning. Annexations may only take place for land within the UGA designated in the Whatcom County Comprehensive Plan. Annexations shall be based on policies adopted in the City's Comprehensive Plan, be consistent with adopted County-wide Planning Policies and Whatcom County Comprehensive Plan Goal 2P, and Policies ~~2N-5, 2N-6, 2P-1, and 2P-2, 2P-3 and 2P-4~~. Annexations shall include logical boundaries and be timed in a way which allows for transition of services between the City and County (and Special Purpose District, if applicable). Considerations in defining logical physical

boundaries shall include one or more of the following:

- i) Size and shape of the area to be annexed;
- ii) Preservation of neighborhoods and communities;
- iii) Use of physical boundaries, including but not limited to, bodies of water, roads, and land contours;
- iv) Creation and preservation of logical service areas;
- v) Prevention of abnormally irregular boundaries;
- vi) Dissolution of inactive Special Purpose Districts;
- vii) Adjustment of impractical boundaries;
- viii) Annexation of unincorporated areas which are urban in character;
- ix) Consistency with the City’s Annexation Blueprint, if adopted;
- x) The City’s ability to provide the full range of urban services.

In order to facilitate communication and review of annexations, the City will notify the County Director of Planning and Development Services and County Director of Public Works, or their designees, prior to the City Council’s acceptance of a Notice of Intent to Commence Annexation. The City will also notify the County Director of Planning and Development Services and County Director of Public Works, or their designees, within 10 days of approving or denying a resolution or ordinance to accept the petition for annexation. The County Public Works Department will notify the City if compensation for road construction or stormwater facilities will be sought under section 6 of this Interlocal Agreement.

C. Balanced Annexations. The City agrees to employ its annexation authority in a manner that strives to maintain a balance of commercial, industrial and residential properties inside the City and within successive annexation plans and proposals.

D. City Zoning. The City agrees to identify appropriate city zoning at the time it accepts the initial annexation proposal submitted by residents and/or owners of the proposed annexation area. The City will adopt the zoning to be applied to the area at the same time the annexation ordinance is adopted. Zoning changes adopted within annexation areas shall be considered in evaluating the balance of residential, commercial and industrial properties.

E. Appropriate Urban Densities. For residential zoning districts in annexation areas, the City agrees to adopt appropriate urban densities consistent with the State GMA, City Comprehensive Plan, and the overall density goals of the County Comprehensive Plan.

F. Administration of Special Assessments. When annexations occur which encompass less than the entirety of a local improvement district (LID), utility local improvement district (ULID), local utility district (LUD), road improvement district (RID) or local road

improvement district (LRID), the assessments for those parcels within the annexation area will continue to be administered by the County Treasurer. If an annexation includes the entirety of an LID, ULID, LUD, RID or LRID future administration will be mutually agreed upon by the City and County.

G. Developer Reimbursement Agreements. The City will assume administrative duties for any developer reimbursement agreement, including but not limited to latecomer agreements, for the portion of the affected area that the City annexes. For developer reimbursement agreements involving property located partially or wholly within the City's UGA, the County will include a provision in the agreement stating that upon annexation, the administrative functions under the agreement for the annexed area will transfer to the City with no additional action needed by the parties, and further stating that said transfer of administrative responsibilities will include the authority to collect any associated administrative fees as established in the agreement. Upon execution of any developer reimbursement agreement where the affected area is located wholly or partially within the City's UGA, the County will provide to the City a copy of the agreement.

H. Records Transfer. The County agrees to make every effort to transfer all relevant records for properties in an annexation area within 60 days of receiving written notice from the City of an approved annexation.

I. Annexation Blueprint. The City intends to adopt [and periodically update](#) an Annexation Blueprint, or annexation phasing plan, to guide future annexations. The City agrees to transmit a copy of the draft Annexation blueprint or phasing plan to the County for comment prior to City adoption of the plan.

Formatted: Not Highlight

**Section 4. Processing Applications Prior to Annexation**

A. Zoning. Whatcom County zoning will apply within the City's unincorporated UGA until annexation.

B. Rezones within the UGA. The County will not approve rezone requests for property within the UGA without consideration of City input, which should include an evaluation of consistency with the City Comprehensive Plan. The County agrees to notify the City of any rezone applications received within the UGA within [14-30 calendar](#) days of receiving a complete application ~~or issuing a determination of completeness~~. The County agrees to meet with City staff to share information and discuss issues regarding any proposed rezone. The County agrees to provide notice of the time, date and location of the public hearing at least ten days prior to the public hearing.

~~C. Administrative Approval and Conditional Uses. The County agrees to notify the City of administrative approval use and conditional use permit applications for land within the City's UGA. Such notice will be provided concurrent with the notice of application.~~

Notice for Land Use Permits, Subdivisions, and Binding Site Plans. The County agrees to notify the City of the following land use permit, subdivision, and binding site plan applications:

- i. Applications proposing to use or using city water or sewer; and
- ii. Applications located within the City's UGA.

Such notice will be provided concurrent with the notice of application.

~~D. Subdivisions and PUDs. The County agrees to notify the City of all subdivision, binding site plan and PUD applications inside the UGA. Such notice will be provided concurrent with the notice of application.~~ The County agrees to invite the City to participate and respond in Technical Review Committee meetings regarding such projects. If adopted by the County, City subdivision standards shall be applied when appropriate. The City agrees to review subdivision plans for consistency with City design standards and development regulations and to participate in the TRC review process.

E. Commercial/Industrial Building Permits. The County should notify the City within fifteen days of receipt of an application for a building permit for a commercial or industrial structure within the UGA or that is using city water or sewer that does not require an administrative approval use or conditional use permit. In addition, the County will invite the City to participate in pre-application and technical review meetings regarding commercial and industrial building permit applications.

F. Development Standards. The County will conduct a formal process, including County Council review, to consider adopting City development standards for development within the City Urban Growth Area by December 30, 2013. The City ~~may~~ will make specific recommendations ~~relating to the County to adopt city~~ which development standards ~~to apply~~ within the Urban Growth Area. The County will retain the final authority to determine whether or not to adopt City development standards.

If the County adopts City development standards, the City agrees to review development in the UGA and make recommendations to the County relating to whether the development complies with City development standards.

- Formatted: Font: Times New Roman, 12.5 pt
- Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1"
- Formatted: Font: Times New Roman, 12.5 pt
- Formatted: Font: Times New Roman
- Formatted: Font: Times New Roman, 12.5 pt
- Formatted: Font: 12.5 pt
- Formatted: Highlight
- Formatted: Not Highlight

**Section 5. Permit Processing After Annexation.**

The City and County agree as follows:

A. Building Permits. As the agent of the City, the County shall continue to process under County codes and building permit requirements to completion any building permits and associated permits for which it received a fully complete permit application and accompanying fee prior to the effective date of the annexation. Associated permits shall be defined as clearing, grading, mechanical, plumbing, fire sprinkler, and occupancy permits related to those projects being processed by the County. Completion shall mean final administrative approvals.

Except as provided below for permit extensions, in the case of building permits issued prior to the date of an annexation, the applications and permits shall be processed through final inspection and/or issuance of an occupancy permit by the County. The final inspection for building permits should be a joint City/County inspection with the City in attendance for information purposes only. The County will transmit the permit records to the city after final inspection.

B. Land Use Permits and Subdivision ~~Administrative and Discretionary Permits.~~ As the agent of the City, the County shall continue to process to completion any ~~administrative and discretionary development land use~~ permit and subdivision proposals, including those for short plats, administrative approval use permits, shoreline permits, long plats, binding site plans and conditional use permits, for which it received a fully complete permit application and accompanying fee prior to the effective date of an annexation. The County will transmit the permit records to the city after processing to completion. Completion shall mean final administrative or quasi-judicial approvals or, for subdivisions, recording relevant documents. Such permit applications will be transferred to the City for processing if mutually agreed by the City and County. In the case of action required by the legislative body, the City Council shall take final action relating to property that has been annexed.

Formatted: Not Highlight

C. Permit Extensions. Any request for extension of a permit issued by the County which is received after the annexation date shall be made to and administered by the CountyCity. Prior to extending a permit, the County will notify the City.

D. Enforcement of Conditions. To the extent authorized by law, the City agrees to enforce any conditions imposed by the County unless waived or modified by the City. The City should notify the County and provide the County with the opportunity to comment prior to waiving or modifying any conditions imposed by the County. The County will make its employees available to provide assistance in any enforcement action relating to conditions originally prepared by County personnel.

E. Development Securities or Financial Guarantees. For permits that are transferred to the City for processing after annexation, performance and maintenance securities, landscape securities, critical area or shoreline mitigation sureties, and other associated securities received by the County prior to annexation will be assigned to the City, if such securities allow assignment. As of the effective date of this interlocal agreement, the County will ensure that all such securities allow assignment to the City without further approval by any party, if allowed by the security provider.

For permits that the County continues to process after annexation, the County will continue to hold the associated securities.

In the event that the securities are not assigned to the City, the City and the property owner will be notified that the County will continue to hold the securities until:

- i. The jurisdiction processing the permit under section 5A or 5B above confirms that the securities may be released; or
- ii. The jurisdiction processing the permit under section 5A or 5B above determines that the developer has not complied with the condition of approval, at which time the County agrees to exercise the security and transfer the funds to the City to fulfill the condition of approval; or
- iii. The securities automatically expire.

F. Permit Status Review. At the request of the City or County, the jurisdictions will meet to discuss the status of permits in an annexation area remaining under review by the County and determine whether or not responsibility for continued processing should be transferred to the City. Any change in permit processing responsibility shall be provided by written agreement, acceptable to both parties.

**Section 6. Roads and Stormwater Facilities**

A. Maintenance and Ownership Responsibilities. Unless the County agrees to retain a specific road in County jurisdiction, the City will annex the entire right-of-way of County roads adjacent to an annexation boundary and will assume full maintenance responsibility for those roads upon the effective date of the annexation. It may also be desirable to include in an annexation adjacent road sections to avoid dead-end segments or portions of roads that meander in and out of jurisdictions. Such situations may be negotiated on a case by case basis.

B. Unexpended Mitigation Payments. Funds for road related mitigation payments or impact fees received by the County for projects within an annexation area which remain unexpended as of the effective date of the annexation will be transferred to the City, if allowed by law, within six months of the effective date of the annexation.

C. Compensation for Capital Construction Projects. The City agrees to reimburse the County for the depreciated value of capital road and stormwater construction projects that are either built to City standards in existence at the time of construction or an alternative standard agreed to by the County Road Engineer and the City Engineer and completed during the ~~ten~~fifteen-year period prior to annexation as shown on Exhibit A, which will be updated at the time of annexation if necessary.

The City agrees to reimburse the County for depreciated County costs incurred by the County in implementing the projects listed in Exhibit A based on a ~~10~~15 year, straight line depreciation.

The City may reserve the right to inspect roadways and infrastructure in order to determine compliance with approved engineered civil construction plans, prior to payment.

Formatted: Font: Times New Roman, 12.5 pt

Formatted: List Paragraph

Formatted: Font: 12.5 pt

This reimbursement will be for the value of the County's share of funds spent for the construction of major public facilities, excluding grant funding, including but not limited to new roads and sidewalks or those roads which have undergone a major reconstruction. It shall not include routine maintenance expenditures for such facilities.

Actual reimbursement amounts and timing of payments shall be negotiated between the City and County Public Works Department prior to annexation. The agreement shall be included as part of an amendment to this interlocal agreement. Exhibit A lists the County capital road and stormwater construction projects that have been completed within ~~10~~15 years prior to the effective date of this agreement. Exhibit A will be updated as necessary to incorporate any new projects. These projects are to be included within the reimbursement mentioned in this section. Reimbursement shall not include routine maintenance expenditures. A project listed on Exhibit A shall be automatically removed from the list at the end of the ~~ten~~fifteenth budget year following final acceptance of the project.

Formatted: Not Highlight

The County also agrees to consult with the City in planning for new capital road and stormwater construction projects within the City's UGA. At the time of consulting with the City, both parties will discuss the need for shared responsibilities in implementing a project, including the potential for grant funding, bonding or loans. Any agreements related to shared

responsibilities for road projects within the City’s UGA shall be added as amendments to Exhibit A of this interlocal agreement.

**Section 7. Water Resource Management**

A. Stormwater Management. The City and the County, and where appropriate, special purpose districts, will coordinate development of and funding for stormwater management and drainage plans and standards. The City and the County will also work together to develop and implement the Comprehensive Flood Hazard Management Plan.

B. Watershed Planning. The County and the City recognize that watershed management planning is ongoing. The County and City may develop and adopt interlocal agreements for joint watershed management planning, groundwater protection, capital construction and other related services.

C. Maintenance and Ownership of Drainage Facilities. If an annexed area includes stormwater or drainage improvements or facilities the County currently owns or maintains, the City and County shall agree to the maintenance and ownership responsibilities prior to annexation. The responsibilities resulting from such discussions shall be included as part of an annexation-related amendment to this agreement, except for facilities located in right-of-way annexed by the City that will be maintained by the City.

**Section 8. Parks, Open Space and Recreational Facilities**

A. Open Space and Parks. Open space and parks will be identified through advanced, joint planning and review of development projects within the City UGA and should be based upon the City’s adopted park and/or trail plan and City standards. The City should consider mapped floodplain areas when identifying open space within the urban growth area.

B. Maintenance and Ownership Responsibilities. If an annexed area includes park, open space or recreational facilities the County currently owns listed in Exhibit B, the City and County shall agree to the maintenance, operation and ownership responsibilities prior to annexation. The responsibilities resulting from such discussions shall be included as part of an annexation-related amendment to this agreement.

**Section 9. Provision of Services**

A. Police Services. Law enforcement services shall transfer from the Sheriff’s Department to the City Police Department upon annexation.

B. Special Purpose Districts. Prior to each annexation, the County and/or the City may negotiate interlocal agreements with Special Purpose Districts providing services inside and outside urban growth areas to address issues such as financial concerns and level of service.

C. Fire and Emergency Medical Services.

Upon annexation, the City shall assume responsibility for delivery of fire and emergency medical services (basic life support or BLS) within the annexed area unless the city is within or contracts with the appropriate fire district.

Formatted: Not Highlight

D. Urban Services. In general, cities are the units of local government most appropriate to provide urban governmental services. It is not appropriate that urban governmental services be extended to or expanded outside the UGA, except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at non-urban densities permitted by existing County zoning and do not permit urban development.

E. Impact Fee Review. The City and County agree to discuss the potential for a comprehensive, county-wide system of impact fee collection.

F. School Impact Fees. The County should consider adopting school impact fees if the ~~Ferndale~~-School District requests impact fees and meets the requirements of Whatcom County Code 20.75.

**Section 10. Sales Tax Revenue Sharing**

City and County agree to share in the sales tax revenues for annexations of “significant developed commercial and/or industrial land” (as defined below). In those cases, sales tax revenues will be computed and shared on the following basis:

To determine Base Value for the local sales tax revenue, Base Value for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> years equals total sales tax revenue from the 1% local sales tax collected in the 12 full calendar months following the effective date of the annexation and following the first and second anniversaries, respectively, so that the Base Value is established on the actual sales tax collected during the time between payments.

1 <sup>st</sup> year County receives of Base Value	.80
2 <sup>nd</sup> year County receives	.50

of Base Value

3<sup>rd</sup> year County receives .20  
of Base Value

The County shall receive .15 directly from the State. The City will reimburse the difference (.65 Base Value 1<sup>st</sup> year, .35 Base Value 2<sup>nd</sup> year, and .05 Base Value 3<sup>rd</sup> year) to the County.

The first payment from the City to the County shall be due and payable within ninety days of the first anniversary of the effective date of the annexation with subsequent payments due and payable within ninety days of the second and third anniversary dates of the effective date of the annexation. It is agreed that upon completion of payments as scheduled, each party will have been fairly, fully and adequately compensated for their respective annexation impacts under this section.

For the purposes of this interlocal agreement “significant developed commercial and/or industrial land” shall be those properties which together generated \$50,000 or more in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation. Said one year period shall include the 12 full calendar months preceding the effective date of the annexation. In these cases sales tax revenues will be computed and shared on the basis described above.

The process for sales tax revenue sharing is set forth below:

**Step 1 – Determine Whether Sales Tax Revenue Sharing is Required**

- The City provides a specific list of businesses by State Department of Revenue (DOR) registered name (and Unified Business Identification or UBI number) within the annexation area. If the City does not have access to the DOR information, provide the common name and parcel number for each business.
- The County Treasurer’s Office looks up the sales tax revenue to determine if sales tax revenue sharing is required under the Interlocal Agreement. Specifically, City revenue sharing is required if developed commercial and/or industrial land in the annexation area together generated \$50,000 or more in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation.

- If developed commercial and/or industrial land in the annexation area together generated less than \$50,000 in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation, revenue sharing is not required.

**Step 2 – City Makes 1<sup>st</sup> Year Payment (if applicable)**

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the first anniversary of the effective date of the annexation.

**Step 3 – City Makes 2<sup>nd</sup> Year Payment (if applicable)**

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the second anniversary of the effective date of the annexation.

**Step 4 – City Makes 3<sup>rd</sup> Year Payment (if applicable)**

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the third anniversary of the effective date of the annexation.

**Section 11. Agricultural Resource Lands and Rural Areas**

~~Whatcom County has established a goal of protecting at least 100,000 acres of agricultural land (Resolution 2009-040). In order to implement this goal and the Growth Management Act and Whatcom County Comprehensive Plan, the County and City are outlining the respective roles of the County and City in protecting designated resource agricultural lands (agriculture, forestry, or mineral resource lands) and rural areas:~~

~~A. Right to Farm. The City will adopt right to farm notification procedures pursuant to RCW 36.70A.060(1)(b) by December 31, 2012.~~

~~BA. Density Credits/Transfer of Development Rights. If the City is required to undertake “reasonable measures” under the Review and Evaluation (Buildable Lands) Program pursuant to RCW 36.70A.215, the City will consider adopting a density credit program in conjunction with the County. The density credit program may consist of granting density bonuses or other development incentives inside City limits if the developer contributes to the~~

~~Whatcom County Conservation Easement Program fund. The City and County will work to develop a mechanism and procedure to transfer development rights, which may include the purchase of development rights and/or in lieu fees, from designated Agricultural resource lands or rural areas to the City and/or annexation areas.~~

~~**EB. Setbacks.** The City will assure that the use of lands adjacent to designated Agricultural resource lands will not interfere with the continued use, in the accustomed manner and in accordance with best management practices, of these designated lands for the production of food and other agricultural products, pursuant to RCW 36.70A.060(1)(a). The City will conduct a formal process, including consultation with the County, City Planning Commission review and City Council review, to consider adopting setbacks for development adjacent to lands designated Agriculture on the Whatcom County Comprehensive Plan map (which are agricultural lands of long term commercial significance) by June 30, 2016. The City will retain the final authority to determine whether or not to adopt such setbacks.~~

**Formatted:** Left, Widow/Orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: Not at 0" + 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5"

**Section 12. Other Provisions**

**A. GIS Data Sharing.** The City and the County will cooperate in data sharing.

**B. Transfer of Land:** The City and County will consult on the possibility of transfer of land from County to City ownership if included in an annexation.

**C. Offsite Mitigation Improvements:** The City and County should cooperate on establishing a program that would allow development activities within the City to transfer wetland mitigation to locations within the unincorporated County, in order to permit development sufficient to achieve urban densities within the City and accomplish the best ecological outcome, subject to the following:

- i. Whatcom County will not assume any new administrative responsibilities, such as approving and monitoring wetland mitigation, unless explicitly approved by the Whatcom County Council.
- ii. Prior to proposing a wetland mitigation program that includes areas designated as Agriculture on the Whatcom County Comprehensive Plan map, the City and the County will consider recommendations of the Agricultural Advisory Committee.
- iii. The County and City will consider any mutually agreeable changes to their respective development regulations addressing off-site wetland mitigation.

- iv. In some cases, such offsite mitigation may include the transfer or purchase of development rights.

D. ~~Slater Rd. UGA Expansions Reserve~~ – The City of ~~Ferndale~~ and Whatcom County agree to consult with an adjacent city, if any, the City of Bellingham prior to expanding a UGA, re-designating the Slater Rd. UGA Reserve to UGA.

**Section 13. Existing Agreements, Standards and Studies**

The City and County mutually agree to identify and evaluate, as appropriate, all-existing mitigation agreements, ~~and~~ interlocal agreements, appropriate inter-jurisdictional studies and agreed-upon standards affecting an annexation area to which the City or County is a party.

**Section 14. Relationship to Existing Laws and Studies**

This agreement in no way modifies or supersedes existing State laws and statutes. In meeting the commitments encompassed in this agreement, all parties will comply with the requirements of the Open Public Meeting Act, State Environmental Policy Act, annexation statutes and other applicable State or local law. The ultimate authority for land use and development decisions is retained by the County and City within their respective jurisdictions. By executing this agreement, the County and City do not purport to abrogate the decision-making responsibility vested in them by law.

**Section 15. Hold Harmless**

The City shall protect, save harmless and indemnify at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City’s performance of this agreement. The County shall protect, save harmless and indemnify at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County’s performance of this agreement.

**Section 16. Dispute Resolution**

In the event of an impasse relating to any provision of this interlocal agreement, the jurisdictions involved may mutually agree to use mediation for a minimum of 90 days. After the 90 day period, the parties may, by mutual agreement, elect to utilize binding arbitration. In the event that the parties agree to use arbitration, a three member arbitration panel will be selected by mutual agreement. If the parties cannot agree on membership of the panel, each party will select one member and those two members will select the third member. The

decision of the arbitration panel on the issue will be final.

~~The City and County mutually agree to use mediation for a minimum of 90 days if agreement cannot be reached on any provision of this agreement. After the 90 day period, any party may elect to utilize binding arbitration. In the event that arbitration is needed, one member of the arbitration team shall be selected by the City, one member shall be selected by the County and the third member shall be selected by the other two members. The decision of the arbitration team on the issue shall be final.~~

**Section 17. Implementation**

Whatcom County and the City will strive to engage in collaborative discussions in order to implement this interlocal agreement. When these discussions lead to proposed legislative action, such as amendments to a comprehensive plan, the County Council and City Council are not bound to take any specific future action.

**Section 18. Effective Date, Duration and Termination**

This agreement shall be effective ~~on July 1, 2022 if signed upon signature~~ by both the Mayor of the City and Whatcom County Executive. This agreement shall remain in effect until June 30, ~~2032~~2022, unless modified or terminated by written agreement of both parties.

**Section 19. Severability**

If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

~~IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated below.~~

Formatted: Highlight

Each signatory below to this agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the agreement and bind the party thereto.

CITY OF [Name]

WHATCOM COUNTY

By \_\_\_\_\_  
[Name], Mayor

By \_\_\_\_\_  
[Name], County Executive

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:  
Office of the City Attorney

Approved as to form:  
Whatcom County Prosecutor

\_\_\_\_\_

\_\_\_\_\_

DocuSign will be the preferred signature method

Formatted: Highlight

EXHIBIT A  
COUNTY ROAD AND STORMWATER PROJECTS  
REQUIRING POTENTIAL REIMBURSEMENT

Project Name and Location	Construction Start Date	Year Complete	Total Cost	Local Share	County Cost for Portion of the Project in UGA

OR

No County road or stormwater projects, potentially requiring reimbursement under Section 6.C of this interlocal agreement, have been identified in the UGA.

EXHIBIT B  
COUNTY OWNED PARK, OPEN SPACE AND RECREATIONAL FACILITIES  
WITHIN THE UGA

Project Name and Location	Assessor's Parcel #

OR

There are no County owned facilities within the UGA at the time of this agreement.

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 6, 2022	
<b>Name of Agenda Item:</b>	Public Works Committee Meeting Minutes May 4 & 17, 2022	
<b>Section of Agenda:</b>	Approval of Minutes	
<b>Department:</b>	Public Works	
<b>Council Committee Review:</b>	<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: _____
		<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>		
May 4 & 17, 2022 Draft Public Works Committee Meeting Minutes		
<b>Summary Statement:</b>		
Draft minutes for the May 4 & 17, 2022 Public Works Committee meetings.		
<b>Recommended Action:</b>		
For Review		



## PUBLIC WORKS COMMITTEE MINUTES

4:00 PM June 8, 2022

City Hall 2<sup>nd</sup> Floor Large Conference Room

### CALL TO ORDER

Members Present: Councilors Gary Bode, Ron De Valois, Jerry Kuiken

Members Absent: Mayor Scott Korthuis, with notice

Staff Present: City Administrator John Williams; Public Works Director Steve Banham; Planning & Community Development Director Heidi Gudde; Programs Manager Mark Sandal; and Sr. Admin. Assistant Jessica King

Public Present: Roxanne Arnold and Earl Westoff (Darigold Guests) and Gary Vis

### ACTION ITEMS

**1. Approve Minutes from May 17, 2022**

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

**Action**

***The minutes from May 17, 2022, were approved.***

**2. Planter Strips**

The issue of what is allowed in planter strips was previously discussed by Committee in July 2016. The decision at that time was to "...discontinue discussion of residential planter strips at this time, other than when the plantings encroach on the sidewalk, obstruct vision of motorists or otherwise pose some safety hazard."

Banham explained that the only City code that currently exists for the vegetation in the planter strips, as referenced in Lynden Municipal Code 8.16.050 (established in 1961), is not specific as to whether other landscape options are allowed as alternatives to grass.

Gudde discussed the current City code and stated that the City has received requests to use gravel instead of grass. She asked the Committee to consider looking at the standards to allow ground covers that are more water efficient than grass (xeriscape), but also expressed concern that the grass and plants may turn brown during the summer due to reduced watering. Currently the Planning Department is not issuing final occupancy for properties with anything other than grass. She asked if the Committee wants to maintain the standard of grass for the planting strips or modify this.

Banham explained that the two acceptable options currently being considered for planter strips are xeriscape and grass and stated that the Committee's preference in the past

has been for grass. Because the code is not clearly worded, an update is needed to reflect this preference.

Bode expressed concern about groundcover plants encroaching over the sidewalk and whether residents would maintain them to keep the sidewalks clear.

**Action**

***The Public Works Committee concurred to support a revision to the Lynden Municipal Code clarifying what materials are allowed to be installed in planter strips and requested that staff provide the revision at a future Public Works Committee meeting.***

**3. Darigold Crosswalks**

Banham introduced Roxanne Arnold and Earl Westoff, of Darigold, who contacted the City regarding the development of a better pedestrian safety plan for back-and-forth travel across Depot Road between plant facilities. The buildings need safer crosswalks to accommodate 24 hours per day, and 7 days per week pedestrian crossing by Darigold employees. Darigold would make the improvements by replacing the single existing crosswalk with crosswalks at the northern and southern sides of the Darigold facility. The crosswalks will have flashing lights, similar to the Kaemingk Trail crosswalk on Bender Road. The City would have to review and improve the crosswalk equipment before purchase by Darigold. Banham cautioned the Committee that an additional crosswalk will be installed north of the Darigold facility once the trail extension is in place.

The Committee and Arnold discussed the pros and cons of adding additional crosswalks and increasing awareness for both pedestrians and drivers in the area. Arnold offered other ideas such as adding diagonal, yellow-striped lines, raised pavement markers, rumble strips, or a raised crosswalk/speed hump.

Sandal mentioned that signals can interfere with each other if the radio frequencies are not spaced or set correctly.

Bode suggested placing traffic counters. Banham suggested also placing the Police Department mobile speed trailers in the Darigold area.

**Action**

***The Public Works Committee concurred to recommend approving the replacement of the single crosswalk with two crosswalks and flashing lights on Depot Road at the Darigold facility. The Committee also concurred to recommend that staff obtain an updated traffic count along with placing the Police Department mobile speed trailers in this area.***

**INFORMATION ITEMS**

**4. Transportation Benefit District Extension of Vote to the Public – Next Steps**

Banham stated that a Public Hearing was scheduled at Monday’s Council meeting for June 20<sup>th</sup>. Banham noted that Ferndale had 60% approval for their recent TBD extension.

Williams discussed what could be written in the voter’s pamphlet. He said that the City will need to advertise for a “pro” and “con” in the legal section of the Lynden Tribune.

**5. Complete Streets – Annual Review**

Banham said the plan is to bring forward the review at the next meeting. Staff is currently working on the report.

**6. Personnel Recruitments**

Banham discussed the upcoming new hire openings and the recruitments that are currently open:

- Electrician
- Street Maintenance Journey (2)
- Utilities Technician
- Operator (late 2022)

**7. Whatcom Conservation District**

Banham discussed the materials in the packet for the press release for the Wildlife Bioblitz and Whatcom County’s most recent water quality reports. Vis asked if the sources of the fecal coliform has been discovered. Bode suggested that DNA testing could be done to determine the source of the fecal coliform so the source can be addressed/fixe. The Committee also questioned the sources and agreed that they would like to request DNA tests for the source.

**8. Projects Update**

Pepin Creek Relocation

Banham said downstream residents have appealed the SEPA because they are concerned about shoreline erosion. The SEPA appeal will be presented to the City’s Hearing Examiner for a ruling on the appeal.

Pepin Creek Main Street Bridge

Banham said that the Main Street road closure is scheduled for July 11 through mid-November. The bridge girders are expected to be delivered September 7, sooner than expected, so the construction schedule has been updated to reflect this.

Vis is working on Fair bus route changes since Main Street will be closed during the Fair.

Grover Overlay (CC 6/20/2022)

Banham stated that the bids are scheduled to be opened June 9<sup>th</sup> and bid results will be forwarded to Committee for review. The bid award is scheduled to be presented at the June 20 City Council meeting. Sandal said he expected the project to be done before the Fair starts.

West Front Street Culvert Replacement

Banham said that the Federal Highway Administration has approved emergency funding for this project and staff is hoping to complete the project before the end of the year.

On a related note, Sandal met with Stremmer to review the West Front Street Improvement project and Puget Sound Energy will be planning to complete some work during the project also.

Industrial Condensate Outfall

Banham said the project is progressing, but the crew ran into some wood piles during the boring, which has slowed the project.

South Park Waterline and Overlay

Sandal said the schedule is for Reichhardt and Ebe to finalize plans by June 15<sup>th</sup>. Right-of-way may be required for Beernink Lane.

Williams said the City was awarded Whatcom County EDI funds for this project.

Judson Street Alley

Bode said that Puget Sound Energy (PSE) was amenable to relocating poles. Sandal said PSE needs a better idea of what the final street layout will be from 3<sup>rd</sup> to 7<sup>th</sup> Streets.

Bode expressed concern about an existing wall behind the Lynden Pioneer Museum that restricts turning movements for delivery trucks coming down 3<sup>rd</sup> Street. Banham will have staff look at the potential for removing the wall.

EDI-Funded Projects Approved by Whatcom County Council:

- Community Center (\$300,000)
- Recreation Center Siding (\$250,000)
- Depot to 8th Street Trail (\$500,000)
- South Park Waterline and Overlay (\$700,000)
- Grover Overlay (\$500,000)

Williams discussed approval for the EDI-funded projects and that the funds would be ¾ grant and ¼ loan. He said that staff has requested to consolidate the loan amount to the South Park Waterline and Overlay project and making the other projects grant-only to make tracking these funds easier for staff.

Depot to 8th Street Trail

Banham stated this project has been postponed until 2023 because of delays in review of the JARPA permit by Federal agencies.

Bradley Road

Williams discussed the delay in getting the \$3 million for this project approved by the Legislature this past year as part of a much larger transportation funding package. WSDOT has asked the Legislature to provide them guidance regarding the order by which all the projects in that package are funded. The earliest funds for the City’s project would be available is 2024.

Banham said there have been good discussions between the City and the school district regarding this project, specifically regarding the right-of-way needed and the proposed parking lot reconfiguration.

**NEW BUSINESS:**

**9. PeaceHealth Construction Schedule**

Bode asked for an update on the PeaceHealth construction project. Sandal discussed the easements still needing approval before a groundbreaking date is scheduled.

**10. Interlocal with Watershed Improvement Districts – City of Lynden Agricultural Stormwater Solutions (CLASS) 2-Page White Paper**

Banham discussed trying to reduce the challenges of development in the industrial-zoned property in the west Lynden area. The Committee discussed stormwater, downstream Bertrand Creek conveyance improvements, retention pond options, and the funding for these projects.

**ADJOURNMENT:** The meeting was adjourned at 5:33 p.m.

**NEXT MEETING:** July 6, 2022

DRAFT

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	June 20, 2022	
<b>Name of Agenda Item:</b>	Calendar	
<b>Section of Agenda:</b>	Other Business	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>	<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: _____
	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
<b>Summary Statement:</b>		
<b>Recommended Action:</b>		

**June 20, 2022**  
Monday

7:00 PM - 9:00 PM                      **Copy: Council Meeting -- Annex Council Chamber**

**June 21, 2022**  
Tuesday

All Day                                      **Civil Service at 4 pm**

12:00 PM - 1:30 PM                      **Wellness BBQ - Berthusen Park -- Berthusen Park - Back Kitchen**

**June 22, 2022**  
Wednesday

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

**June 23, 2022**  
Thursday

7:00 PM - 9:00 PM                      **Planning Commission -- TBD: Virtual Meeting or Annex Council Chamber**

**June 24, 2022**  
Friday

All Day                                      **PAYDAY  
PAYDAY**

**June 27, 2022**  
Monday

4:00 PM - 5:30 PM                      **Parks Committee Meeting -- City Hall 1st Floor Large Conference Room**

**June 28, 2022**  
Tuesday

9:00 AM - 10:00 AM                      **Copy: Leadership Team Meeting -- Annex Council Chamber**

**June 28, 2022 Continued**

Tuesday

**July 3, 2022**

Sunday

All Day

7-3 thru 7-16 Pay Period

**July 4, 2022**

Monday

7:00 PM - 9:00 PM

Copy: Council Meeting -- Annex Council Chamber

**July 5, 2022**

Tuesday

9:00 AM - 10:00 AM

Copy: Leadership Team Meeting -- Annex Council Chamber

5:00 PM - 6:30 PM

Design Review Board -- TBD