



Mayor  
Scott Korthuis

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

City Council Agenda - Regular Meeting  
City Hall Annex, 205 4<sup>th</sup> Street  
October 21, 2019

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Oath of Office**

**Approval of Minutes**

- [1.](#) Draft Regular Council Minutes- October 7, 2019
- [2.](#) Draft Special City Council Meeting- Public Safety Committee-October 3, 2019
- [3.](#) Draft Special City Council-PW Committee Meeting Minutes October 9, 2019

**Items from the Audience**

***Scheduled***

***Unscheduled (20 Minutes)***

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

**Consent Agenda**

- [4.](#) Approval of Payroll and Claims
- [5.](#) Ordinance No. 1593-Establishing Park Hours
- [6.](#) SCORE Inmate Housing Agreement 2020

**Public Hearing**

## **Unfinished Business**

## **New Business**

- [7.](#) Contract for State-Level Advocacy- Gordon Thomas Honeywell Governmental Affairs
- [8.](#) Contract for Probation Services with Whatcom County
- [9.](#) Mayor's 2020 Budget Message and Preliminary Budget Introduction
- [10.](#) 2020 Legislative Agenda
- [11.](#) Resolution No. 1009-Support of Lynden Regional Park and Rec. District Bond Issue
- [12.](#) Conditional Use Permit - Ellis

## **Other Business**

- [13.](#) Quarterly Work Plan Update
- [14.](#) Outlook Calendar

## **Executive Session**

## **Adjournment**

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b><u>Meeting Date:</u></b>	October 21, 2019	
<b><u>Name of Agenda Item:</u></b>	Draft Council Minutes- Regular Meeting	
<b><u>Section of Agenda:</u></b>	Approval of Minutes	
<b><u>Department:</u></b>	Administration	
<b><u>Council Committee Review:</u></b>		<b><u>Legal Review:</u></b>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input checked="" type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: N/A	<input type="checkbox"/> Review Not Required
<b><u>Attachments:</u></b>		
Draft Council Minutes- Regular Meeting		
<b><u>Summary Statement:</u></b>		
Draft Council Minutes- Regular Meeting		
<b><u>Recommended Action:</u></b>		
For Council review.		

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



October 7, 2019

### 1. CALL TO ORDER

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

#### ROLL CALL

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

Members absent: None.

Staff present: Fire Chief Mark Billmire, Interim Police Chief Michael Knap, Parks Director Vern Meenderinck, Public Works Director Steve Banham, City Clerk Pam Brown, City Administrator Mike Martin, and City Attorney Bob Carmichael.

***On behalf of the Lynden Police Department, Interim Police Chief Michael Knapp and Mayor Korthuis presented Sergeant Russ Martin with a certificate of promotion to the position of Lieutenant (Administration).***

**OATH OF OFFICE** - None

#### APPROVAL OF MINUTES

***Councilor Strengtholt moved and Councilor Wohlrab seconded to approve the regular council minutes of September 16, 2019. Motion approved on a 7-0 vote.***

#### ITEMS FROM THE AUDIENCE

##### **Scheduled:**

##### **Department of Defense Employee Support Award**

John Patterson with the Department of Defense, Employee Support of the Guard and Reserve (ESGR) presented Lieutenant Russ Martin with an award acknowledging his "above and beyond" support of Officer Matt Thompson's military service. ESGR also presented a like award to the Lynden City Council and to Mayor Korthuis



# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



### Nonscheduled:

#### Cynthia Ripke-Kutsagoitz, 7062 Guide Meridian #30

Cynthia thanked the Lynden Police officers and council for their dedicated service to the community. She also expressed her gratitude that the city has laws against marijuana sales and distribution. Cynthia provided a book concerning PTSD which she asked to be passed along to the city's police officers.

#### Ken Stap, 513 Front Street

Ken Stap, president of the Downtown Business Association (DBA) presented the city with two framed art work posters which were commissioned by Jamison Advertising Group. He thanked the city staff and council for their collaboration with the DBA and almost forty years of the city's support.

## 2. CONSENT AGENDA

### Approval of Payroll Disbursed – September 16-30, 2019

Paychex EFT .....	\$284,695.51
City of Lynden EFT .....	\$63,409.64
Warrant Liability .....	\$54,827.93
<b>Subtotal</b>	<b>\$402,933.08</b>
Paychex EFT Liability	\$6,170.97
<b>Total EFT &amp; Other Liabilities</b>	<b>\$409,104.05</b>

### Approval of Claims – October 9, 2019

Manual Warrants No.	73865	through	73871		\$1,642,328.92
EFT Payment Pre-Pays					\$1,324,060.03
				Sub Total Pre-Pays	\$2,966,388.95
Voucher Warrants No.	73872	through	73913		\$147,833.87
EFT Payments					\$0.00
				Sub Total	\$147,833.87
				Total Accts. Payable	<b>\$3,114,222.82</b>

### Correction to Ordinance No. 1584, Vacation of Right of Way, Terrace Drive

On July 15, 2019 the City Council approved Ordinance 1584 vacating the southern section of Terrace Drive. However, documents submitted to Council and the Ordinance incorrectly identified the appraised value of the right-of-way to be vacated as \$1,500.00. The actual appraised value is \$1,500.00 per each of the adjoining properties (Lots 15 and 16 of the Plat of Mountain View) for a total of \$3,000.00.

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



### 3. PUBLIC HEARING - None

### 4. UNFINISHED BUSINESS- None

### 5. NEW BUSINESS

#### Public Defender Contract for Services

The City of Lynden recently terminated the contract of our previous public defender and has been relying on an interim Public Defender until a permanent replacement could be found. Three firms responded to a request for proposals, and a panel including lawyers from our City Attorney's office selected Angela Anderson, the former Chief Public Defender for Whatcom County.

This contract formalizes the terms of our relationship with Ms. Anderson and contemplates her beginning work for the City of Lynden later this month. The cost and scope of services is generally the same as it was for our previous Public Defender, with the exception that the City must pay an estimated \$25,000 for Ms. Anderson to take over some 80 cases remaining from her predecessor.

***Councilor Lenssen moved and Councilor Wohlrab seconded to approve the Contract for Public Defender Services. Motion approved on 7-0 vote.***

#### Request to Contract with Washington Cities Insurance Authority (WCIA)

The Finance department, which has the responsibility to oversee the City's Risk Management Program has assessed the City's Insurance needs and costs and determined that for the required level of coverage the City's insurance premiums are excessive and not sustainable. For the past year the Finance Director has been negotiating the City's insurance premiums with the current insurer, Cities Insurance Association of Washington (CIAW) with no success in obtaining better premiums.

After researching other municipal insurers, the Finance Director has secured a competitive proposal from Washington Cities Insurance Authority (WCIA). WCIA insures numerous Cities across Washington State such as Bothell, Mukilteo, Mt. Vernon, Burlington and Everson to name a few. Their reputation with the other Cities is excellent, they have a robust training program, free pre-claim legal counsel, and can provide the City of Lynden with equal or superior coverage amounts across all lines of insurance required by the City at very competitive premiums. To compare premiums, the City's current insurer's (CIAW) estimated 2020 premiums for the City of Lynden is \$733,802. WCIA proposed to insure the City of Lynden in 2020 for \$412,233, a difference and annual cost savings of \$321,569 to the City.

The WCIA proposal was reviewed and approved for further Council review and action by the City Administrator and the Mayor. It was then reviewed on September 16th by the Finance Committee and approved for review and approval by the full Council.

***Councilor Kuiken moved and Councilor Strengholt seconded that the city council give approval to authorize the mayor to contract with Washington Cities Insurance Authority (WCIA) as the city's new insurer. Motion approved on 7-0 vote.***



### Award Construction Contract for Industrial Condensate Stormwater to Fishtrap Project

This phase of the Industrial Condensate Project – Stormwater Line on Depot Road to Fishtrap Creek, will construct approximately 600 feet of new stormwater improvements along Depot Road, north of the BNSF railroad tracks. Additionally, curb, gutter and sidewalks; removal of existing railroad tracks and installation of steel casing through an existing underground utility corridor will occur.

This is to remove the stormwater from the industrial condensate line (to the south) and combine it with other stormwater in the same drainage basin that discharges into Fishtrap Creek. The project is expected to take 45 working days to complete once the contractor receives the notice to proceed; not counting any weather delays. Reichhardt & Ebe Engineering determined that Faber Construction Corp. submitted the lowest responsive and responsible bid in the amount of \$431,986.03, including tax. The Engineers Estimate was \$502,562.50.

At their September 11th meeting, the Public Works Committee concurred to recommend approval to the full City Council if the bids were responsive, reasonable and in range of the engineer's estimate.

***Councilor Bode moved and Councilor DeValois seconded that city council awards the contract to Faber Construction Corp. for the Industrial Condensate Stormwater to Fishtrap Project in the amount of \$431,896.03, including tax, and authorizes the Mayor to sign the contract. Motion approved on 7-0 vote.***

### Mayor's status of the 2019 Budget

Per statute RCW 35.33.135, in preparation for the 2020 Preliminary Budget review on October 21, 2019, the mayor provides the city council with an updated status regarding the current 2019 Budget. That memorandum is made a part of the official council file.

***For information only.***

### Award Construction Contact for Pepin Creek Intercept Ditch

The Pepin Creek Intercept Ditch project will construct approximately 2,600 linear feet of channel. Five bids were received on September 5. Reichhardt & Ebe Engineering reviewed the bids and Oceanside Construction, Inc. submitted the lowest bid. However, upon review it was much lower than the other bids and the engineer's estimate of \$219,000.

The City formally requested Oceanside to review the details of their bid. After review and conversation with the City, Oceanside requested to withdraw their bid, as allowed per APWA / WSDOT Standard Specification 1-03.1. Staff is recommending acceptance of Oceanside's bid withdrawal request. Reichhardt & Ebe Engineering has determined that Premium Services, Inc. is now the lowest responsive and responsible bid in the amount of \$179,965.00, not including tax. Premium Services had a math error in their bid (highlighted on the bid tab) which lowered their bid slightly, but they have agreed, in writing, to complete the project for the corrected cost based on their bid unit price. This project will use the remaining balance of the Federal Highway Emergency (FHWA-ER) Funds received after the last flooding event in 2008. Federal Highways, through WSDOT, has reviewed and approved awarding the contract to Premium Services.

## CITY COUNCIL MINUTES OF REGULAR MEETING



At their September 4 meeting, the Public Works Committee concurred to recommend approval to award to the full City Council if the bids were responsive, reasonable and in range of the engineer's estimate.

***Councilor Bode moved and Councilor De Valois seconded that city council accept the withdrawal of Oceanside Construction's bid and award the contract for the Pepin Intercept Ditch Project to Premium Services, Inc. in the amount of \$179,965.00, not including tax, and authorize the Mayor to sign the contract. Motion approved on 7-0 vote.***

### Resolution No. 1008 – Sales Tax Rebate for Affordable Housing

The Whatcom County Executive office has asked that the City of Lynden approve a resolution of intent pursuant to the State's House Bill 1406. House Bill 1406 gives Lynden the opportunity to claim a certain percentage of the city's gross sales tax to be applied toward affordable housing programs. This total is estimated to be \$23,000 annually if the City collected on its own. However, the Bill allows for twice that amount (\$46,000) to be refunded if the City signed its rebate over to Whatcom County.

Having the County collect on the City's behalf increases the funding but also cuts down on administrative costs associated with establishing a City-sponsored affordable housing program. It should be noted that the program is not an additional tax but simply a refund of some of the City's sales tax that would otherwise go to the State.

Whatcom County Housing Advisory Committee will provide recommendations on expenditures toward existing or new affordable housing programs within the County. The County Council would make the final decision for distribution. The expenditures will also be reviewed in an annual report to the Advisory Committee from the County Health Department.

The County anticipates that legislation will be passed by the end of October. The County will begin collection by 2020 for distribution. This item was reviewed at the September CDC meeting which resulted a recommendation for approval.

***Councilor Lenssen moved and Councilor Kuiken seconded to approve Resolution No. 1008 pursuant to Substitute House Bill 1406 authorizing Whatcom County to collect the City of Lynden's portion of sales tax rebate intended for affordable housing programs and authorizing the Mayor's signature on the document. Motion approved on 7-0 vote.***

## 6. OTHER BUSINESS

### Council Committee Updates

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

- Pepin Creek
- Resolution No. 1008
- Fees
- Next meeting Tuesday, October 15 at 4:00 p.m.



Councilor Lenssen reporting for the Public Safety Committee, involving the discussion of:

- Public Defender contract- Angela Anderson
- New ambulance due in November
- Couple of recruits finishing the academy
- Feasibility study for 2<sup>nd</sup> floor and remodel of fire station
- Recruitment for lateral police officer
- Recent car prowls were preventable – vehicles were unlocked
- Police department officer promotions
- Fire department interviewing for Support Manager and Assistant Fire Chief

***Mayor Korthuis reminded Council that the Lynden music festival was beginning this week.***

### 7. EXECUTIVE SESSION

Council recessed into executive session at 7:45 p.m. to discuss a labor negotiation matter. acquisition of real estate. It was anticipated that the executive session would last approximately 5 minutes and that a decision would be made.

The Council meeting reconvened at 7:50 p.m.

***Councilor Lenssen moved and Councilor Kuiken seconded to direct the Mayor to sign the Letter of Understanding (LOU) between the City of Lynden and General Teamsters Union, Local 231 regarding section 4.02, Call Back Duty for the police department contract. Motion approved on 7-0 vote.***

***Mayor Korthuis also reminded council that the Pioneer Museum scheduled an open house for Friday, October 11<sup>th</sup>.***

### 8. ADJOURNMENT

The October 7, 2019 regular session of the Lynden City Council adjourned at 7:50 p.m.

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Pamela D. Brown, MMC  
City Clerk

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Scott Korthuis  
Mayor

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	Special City Council Meeting Minutes October 3, 2019-Draft	
<b>Section of Agenda:</b>	Approval of Minutes	
<b>Department:</b>	Police Department	
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>		
Special City Council Meeting Minutes October 3, 2019-Draft		
<b>Summary Statement:</b>		
<b>Recommended Action:</b>		
For Council Review		



# CITY OF LYNDEN

POLICE DEPARTMENT  
Office of the Chief of Police  
(360) 354 - 2828



**PUBLIC SAFETY COMMITTEE MEETING MINUTES**  
***SPECIAL COUNCIL MEETING***  
4:00 PM October 3, 2019  
Police Department Training Room

## **COMMITTEE**

### **1. ROLL CALL**

Members present: Councilors Brent Lenssen, Gary Bode, Mark Wohlrab, Ron DeValois and Gerald Kuiken

Absent: Mayor Scott Korthuis

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

### **2. ACTION ITEMS:** None.

### **3. INFORMATION ITEMS:**

#### **A. Public Defender Contract for Services**

A contract for public defender services was reviewed and recommended for Council approval on October 7, 2019. The contract with Ms. Angela Anderson is slightly more expensive; however, she will be taking over all of the open cases left from the previous public defender.

#### **B. Lynden WATCH update**

Councilor Wohlrab gave a brief update on Lynden WATCH. New vinyl window stickers are being made. The next meeting for block contacts is on 10/16/19.

## **FIRE DEPARTMENT**

### **1. ACTION ITEMS:** None.

### **2. INFORMATION ITEMS:**

#### **A. Monthly report**

Chief Billmire presented the monthly report for September, noting a call in which a vehicle, attempting to elude law enforcement, struck a natural gas line causing a significant house and vehicle fire.

#### **B. Station expansion update**

A meeting with Tim Faber was held to review a preliminary set of plans to expand the existing Fire Station. Suggestions and additions were redlined for

further review. Phase 1 will include a reception area, office space, kitchen and breakroom on the first floor, and 6-8 bedrooms, restrooms and day room on the second floor. A rough estimate of \$2–2.5 million is expected, but still much less expensive than building new construction at another location.

**C. Assistant Chief position recruitment update**

A review of 15 well qualified applicants for the Assistant Chief position will occur on October 7, 2019.

**D. Support Services Manager recruitment update**

Interviews of 4 applicants for the Support Services Manager position are scheduled for October 10, 2019.

**E. WSRB evaluation 2020 (ISO)**

Chief Billmire will be meeting with personnel to schedule an ISO evaluation in 2020, which is an extensive, insurance based evaluation of the Fire Dept.

**3. ITEMS ADDED:**

- A. An AFG grant was acquired for a new point of contact exhaust system, approximately \$57,000.
- B. Two new volunteer recruits (out of 18) successfully made it through the process and will be starting soon.
- C. The Fire Dept is proceeding with LexiPol for policies and procedures.
- D. The new ambulance should be available at the beginning of November.

**POLICE DEPARTMENT**

**1. ACTION ITEMS:** None.

**2. INFORMATION ITEMS:**

**A. Overview of LEMAP findings**

A preliminary draft report from the LEMAP team was provided to Chief Knapp; a final report is expected by the end of the month. The findings included mainly housekeeping items to address, which Lt. Martin will be spearheading.

**B. Update on remodel, personnel, equipment and fleet**

The remodel of several rooms including reception, interview rooms and offices are finishing up. A remodel of the armory will occur sometime in 2020.

Newly promoted Lt. Russ Martin will be introduced to Council on Oct. 7, 2019. Testing for the open sergeant position will occur later this month, followed by the corporal openings. The job announcement for a lateral officer to fill a recent vacancy will be posted very soon.

Estimates for ballistic protection have been revised to approximately \$38,000. One vehicle is on order to provide a car for the new lateral officer to be hired.



Lt. Martin is researching the option of leasing vehicles, which has become increasingly popular with other departments. There are 4 cars on the fleet that are unreliable and need to be replaced.

**C. Monthly report**

Lt. Bos presented the monthly report, noting an uptick in vehicle prowls. One suspect is in custody in Snohomish and will be interviewed by our detective tomorrow.

**D. Office staff statistics**

Chief Knapp provided statistics on the police office staff, including phone calls, walk-ins, fingerprints, weapons transfers and licenses.

**E. SCORE contract review**

The SCORE contract with new bed rates was reviewed and will proceed to full Council.

**F. Traffic/parking complaints**

Speeding complaints are being addressed on Bradley Rd, Line Rd, and Benson Rd. Also parking at Bender Park Blvd. is being looked at.

Meeting adjourned at 4:58 p.m.

**Next Meeting Date: November 7, 2019**

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Holly Vega, Police Support Svc Mgr.

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Scott Korthuis, Mayor

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	Special City Council Meeting Minutes October 9, 2019	
<b>Section of Agenda:</b>	Approval of Minutes	
<b>Department:</b>	Public Works	
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>		
October 9, 2019 Draft Special City Council Meeting Minutes		
<b>Summary Statement:</b>		
Draft minutes for the October 9, 2019 Special Council Meeting		
<b>Recommended Action:</b>		
For Review		



## **SPECIAL CITY COUNCIL MEETING MINUTES (Public Works Committee with Quorum)**

4:15 PM October 9, 2019

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

### **1. ROLL CALL**

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

Staff Present: Public Works Director Steve Banham; Programs Manager Mark Sandal; and Sr. Admin. Assistant Heather Sytsma

Public Present: Gary Vis, Don & Sally Korthuis, Bob Weeks, Steve Moore, Jim Frey

### **2. ACTION ITEMS**

**A. No Minutes to approve for September 4, 2019 as this became a City Council meeting and were approved at the September 16<sup>th</sup> Council Meeting. Approve Minutes from September 11, 2019**

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

**Action**

***The minutes from September 11, 2019 were approved.***

**B. Lynden School District Request for Flashing Lights at Both Middle School Intersections**

Jim Frey, Superintendent of the Lynden School District, provided handouts showing three Lynden schools and their surrounding streets which reflect school safety committee ideas for signage and crosswalk modifications.

Isom Elementary School: Frey stated that there is currently one heavily-used crosswalk mid-block on Benson Road and the other crosswalks are unused. Vehicle parking near the crosswalk with highest use creates a visual barrier. He requested that the City paint yellow curb on either side of the crosswalk and install speed response (radar) flashing lights in this school zone. Sandal stated the speed response lights are quite expensive. Banham proposed replacing the ones at Fisher Elementary with pedestrian-activated flashing lights; and move the speed response ones to the Isom Elementary school zone. Bode added that the City could also put traffic counters in to track speeds on Benson Road.

Lynden Middle School: Frey requested that the City reconfigure the crosswalks on Line Road. Currently there is one crosswalk on the north side of the intersection at Mercedes. Frey requested that a second crosswalk be installed on the south side of the

intersection, as the south side provides a more direct route to the school entrance. and moves students to the south of the parent drop-off area, alleviating some of that congestion. Frey also requested one pedestrian-activated flasher at each crosswalk on Line Road Banham noted that staff had discussed this before the middle school opened; but wanted to observe pedestrian behavior before installing any flashing lights or changing any crosswalks. Banham stated two flashers may cause too much congestion, but staff could install one and see how it affects vehicular and pedestrian traffic. Frey stated that he has observed that school zones in other more urban areas of the state use extensive signage and lighting to emphasize pedestrian warnings. Frey stated he will bring pedestrian counts back to staff for review. Sandal stated that flashing crosswalk lights are currently on order for the Middle School.

Lynden High School: Frey stated that he would like the City to consider flashing lights at the crosswalk at Eastwood Way crossing Bradley Road and school zone and speed limit signs at both ends of Bradley if they aren't already there. He stated that the high amount of traffic in this area is due to all the development to the east; and would like the crosswalks and school zone to be more visible.

Lynden Academy: Frey stated that Lynden Academy on Main Street has 300 students and he would appreciate a school zone sign in the area if one isn't already there; even though there is not much pedestrian traffic to and from this location.

The Committee discussed all of these requests, noting that the City does not have a large budget for traffic control. Bode suggested that Jim Frey look for grants that can be used to fund the flashing lights. It was mentioned that rumble strips or grooved pavement in the roadway at the beginning of a school zone could help get drivers' attention since distracted driving is a problem. Banham stated that due to the noise associated with these rumble strips, he would hesitate to put them in residential areas.

Sandal asked in what priority these requests should be placed. Frey stated he is not sure yet. Bode suggested he discuss the needs with the schools to determine the priority.

The Committee noted that this should be discussed by the Public Safety Committee as well.

#### **Action**

***The Public Works Committee concurred that more information is needed before making any decision regarding traffic control in the various school zones. Frey stated he will go back and discuss this with the School District Safety committee. The committee also concurred that these concerns should be discussed by the Public Safety Committee.***

#### **C. Request Mayor Appointments to Airport Advisory Board for City Council Approval**

Banham stated that three members of the Airport Advisory Board, Doug Broersma, Roger Humphreys and Don Korthuis, are at the end of their term effective December 31, 2019. Korthuis and Humphreys would like to renew their terms, although Broersma cannot at this time. Banham stated that Corwin McCaig has offered to serve on the board for the next term. This will be presented for Council approval in November.

**Action**

***The Public Works Committee concurred to recommend appointing Roger Humphreys, Don Korthuis, and Corwin McCaig to the Airport Advisory Board for the next term, beginning January 1, 2020.***

**D. West Front Street EDI Application – Confirmation of Application – 1/3 Grant; 2/3 Loan**

Banham stated that West Front Street is an impact fee street, and so developers are not required to construct frontage; however they do pay impact fees. City staff is currently considering a Whatcom County Economic Development Investments (EDI) grant/loan to help fund constructing this street to Tromp Road and to the City's all-weather arterial standards. This street is a great candidate with a pending business park development and existing use along with some indication of support from the County. The maximum funding per project is \$3M Split into \$1M grant and \$2M loan. This improvement should be within that limit. Staff is also pursuing the right-of-way donations needed for full arterial street and hoping to submit the application by mid-October.

Staff has met several times with Don Korthuis who is planning to construct a business park (Front Street Station) on the south side of West Front. Banham noted that the City's current standard ROW for this street is 80-feet; which would require an additional dedication of 20 feet from the north and south side properties. It is likely that Don Korthuis will request a variance with City Council to reduce the width. Lenssen asked about improvements to Tromp Road. Mark pointed out that Tromp Road, although not standard width is all weather construction and the City is not likely to obtain the additional ROW needed on the west side due to current agriculture use.

Banham also pointed out that sewer needs to be extended for this development, and this frontage extension is normally a developer responsibility with opportunity to file for a Latecomer Agreement. An alternative would be for the City to include sewer in the EDI Application and then create an assessment reimbursement area for the entire benefitting sewer basin. The sewer line could be included in the EDI to reduce the immediate effect on the sewer utility and to better match future assessment area revenue.

Banham asked if the committee supports this approach to help facilitate commercial development. Lenssen asked how much sewer would cost? Sandal said approximately \$250K to \$300K. Lenssen indicated that he would be in favor of putting sewer in with this project and charging an assessment.

The Committee was in favor of putting in sewer utility and roadway to encourage development in that area and pursuing the EDI grant/loan.

**Action**

***The Public Works Committee concurred to support staff pursuing an EDI grant/loan for the development of West Front Street to include street and utility improvements.***

**3. INFORMATION ITEMS**

**A. Lynden Airport Advisory Board Presentation**

Bob weeks presented an informational PowerPoint about airport operations.

**B. Arborist Tree Evaluation / Steve Price Discussion of Front Street Trees / Department of Natural Resources Offer of Assistance**

The Committee reviewed the arborist tree evaluation noting the tree-by-tree description.

Banham stated that soon, the recommended trimming will be with the Crew doing some of the lower less complicated work and the arborist doing the higher, more extensive trimming.

Sandal mentioned that an arborist from the Department of Natural Resources (DNR) visited Public Works and has offered to provide some technical assistance and staff will be following up with him later this month. The goal is to develop a long-term maintenance and replacement plan.

**C. Discuss Path Forward for YMCA repairs / addition / rebuild – Request from Parks Committee**

This discussion was postponed to a later date (although the Committee did briefly discuss improvements needed in the current facility).

**D. Projects:**

**1. Old Water Treatment Plant Demolition**

Sandal stated that the project is nearing completion with paving scheduled for Friday.

**2. Wastewater Treatment Plant Outfall**

Banham stated that mitigation planting is all that remains to be done. The new outfall is operational.

**3. Industrial Condensate – Riverview to Outfall**

Banham stated that he met with Whatcom County Regarding the necessary Franchise and Encroachment Permit. Sandal stated that this permit covers everything along Hannegan Road; which was put in long ago and so needs a new permit to make it official. Also we will soon have the new DNR lease, JARPA and Army Corps permits. The project is to be completed in 2020 with “in-water” work completed before October 1, 2020.

**4. Line Road Shoulder Widening**

Banham stated that design is nearing completion and that installing sidewalk is not feasible even where the City has more right of way. The travel lanes will be narrowed, and an extruded concrete curb will be added to provide more protection for bikes and pedestrians. Reflective pylons will be included intermittently on the curb.

Bode asked about the timeframe and Banham replied that the current schedule shows award in November. Mark stated that the local asphalt plant shuts down the week before Christmas, so the hope is to get this complete beforehand.

Lenssen asked about Isom Elementary School and if the City has ever looked at putting sidewalk on east side of Benson Road from the school to the north to Cedar? Sandal said that there has been discussion; once you get past Benson Lane, but he's not sure if there is right of way there. Banham suggested that perhaps this could be pursued as a Safe Routes to School grant project. Sandal also indicated that we might be able to follow the plan like what is being done on Line road; a widened shoulder. Sandal will check on this.

**5. 7<sup>th</sup> Street Revitalization – Work to Begin October 14<sup>th</sup>**

Sandal stated that Dekoster should start work north of front street next week. Bode stated that they need to make sure trucks can move out of Judson street alley to the right and ensure their turning radius is adequate. Also make sure there will be no parking there because trucks cannot make the turn if vehicles are parked there.

Sandal stated that the property owner can be notified if they are utilizing public right of way and need to move vehicles and that maybe the police can issue tickets if need be for right of way obstruction.

Discussions occurred regarding the angle parking stalls on the south side of Judson alley between 7<sup>th</sup> and south 6<sup>th</sup>. Sandal stated these stalls are on private property but when cars park they often extend into the alley right-of-way. Banham stated it may be possible to steepen the angle of the stalls to keep them on private property.

Discussions occurred regarding signing South 6<sup>th</sup> Street from Judson alley south to Riverview as a truck route. This has the potential to reduce the current issues of trucks turning onto 7<sup>th</sup> from the alley.

**6. Request for Professional Services (RFP) – Design of Fairgrounds Stormwater Facility – Seven Proposals Being Evaluated**

Banham stated that seven proposals were submitted and two have been chosen for interview and will be narrowed down to one firm to negotiate price and scope with. Banham stated that funding for the design will be from a DOE grant in coordination with the Whatcom Conservation District. He noted that the hope is to also obtain DOE funding for construction.

**7. Old Elevated Tanks – Estimated Completion November 15, 2019**

Sandal stated that this project could possibly be sooner than November 15<sup>th</sup>.

**8. WSDOT Double Ditch Culvert Replacement**

Banham stated that he met with WSDOT. Due pressure to replace fish-blocking culverts, the project has been moved up to 2022. Staff recommended getting the city attorney to draft a letter regarding the impact of replacing the culvert before Pepin infrastructure is complete.

**4. ITEMS ADDED - None**

The October 9, 2019 Special Council Meeting was adjourned at 6:06 p.m.

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Heather Sytsma, Sr. Admin. Assistant

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Scott Korthuis, Mayor

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<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>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input checked="" type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Review Not Required
<b>Attachments:</b>		
None		
<b>Summary Statement:</b>		
<p>RCW 42.24.180 sets forth the conditions for issuance of warrants or checks before Council approval. The auditing officer and the City officers designated to sign the warrants shall have an official duty for the faithful discharge of his or her duties.</p> <p>The City Council has adopted contracting, hiring, purchasing, and disbursing policies that implement effective internal controls; and shall provide for its review of the documentation supporting claims paid for its approval of all warrants issued in payment of claims and/or payroll at regularly scheduled public meetings within one month of issuance.</p> <p>The City Council shall require that if, upon review, it disapproves some claims and/or payroll, the auditing officer and the officer designated to sign the warrants or checks shall jointly cause the disapproved claims to be recognized as receivables and to pursue collection diligently until the amounts disapproved are collected or until the City Council is satisfied and approves the claims and/or payroll.</p> <p>The Finance Committee and/or full City Council may stipulate that certain kinds or amounts of claims and/or payroll should not be paid before the City Council has reviewed the supporting documents.</p>		
<b>Recommended Action:</b>		
Approve the payment of City Payroll and Claims.		



# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	Establishing Park Hours	
<b>Section of Agenda:</b>	Consent	
<b>Department:</b>	Parks	
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input checked="" type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Review Not Required
<b>Attachments:</b>		
Ordinance No. 1593		
<b>Summary Statement:</b>		
<p>The City of Lynden does not have an ordinance designating hours that parks are open and/or closed to public use. The Police Department has requested that an ordinance be established for park hours so they will have legal enforcement ability to contact individuals who are in the parks after hours.</p> <p>Without an ordinance in place it is not possible to enforce hours that the park is closed to public access.</p> <p>Parks are traditionally closed to public access from dusk until dawn unless there are events scheduled and approved by the Parks Department.</p> <p>Ordinance 1593 sets the hours that parks are open to the public from dawn until dusk and are closed to the public from dusk until dawn with some exceptions listed in the ordinance.</p>		
<b>Recommended Action:</b>		
Motion to approve Ordinance 1593 establishing Parks hours and authorize the Mayor's signature		

ORDINANCE NO. 1593  
AN ORDINANCE OF THE CITY OF LYNDEN, COUNTY OF WHATCOM,  
AMENDING CHAPTER 12.24 OF THE LYNDEN MUNICIPAL CODE

WHEREAS, RCW 67.20.10 expressly authorizes local governments to acquire and operate parks and other recreational facilities; and

WHEREAS, the City desires to establish uniform hours of operation for city parks during which members of the public may access and remain in city parks; and

WHEREAS, the City also desires to specify certain exceptions to said hours of operation; and

WHEREAS, the City finds there is a public benefit in having clearly established hours of operation for city parks; and

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

NOW THEREFORE, BE IT ORDAINED as follows:

Section 1: Lynden Municipal Code Section 12.24.005 is hereby added to the Lynden Municipal Code as follows:

**12.24.005 – Park hours.**

City parks are open to the public from dawn until dusk, and are closed to the public from dusk until dawn, with only the following exceptions:

- A. Persons attending or participating in an event or game at a city park for which the Parks Department issued a permit or approved the scheduling thereof, may remain in that park for the duration of the event or game.
- B. Persons utilizing a city park facility in accordance with a valid reservation may remain in and around that facility until the conclusion of the reservation period.
- C. City Park contains lighted tennis courts; the tennis courts may be used after dusk until the lights are turned off.
- D. When a city park is closed to the public, the trails through it shall remain open, but may only be used for the purpose of moving through the park. Loitering on or deviating from trails through a park when the park is closed is prohibited.

- E. The director of the Parks Department may post different hours at individual city parks and trails on a temporary basis, which shall supersede this section.

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

Section 3. Any ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council this 21<sup>st</sup> day of October 2019 and signed by the Mayor on the 22<sup>nd</sup> day of October 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	SCORE Inmate Housing Agreement 2020	
<b>Section of Agenda:</b>	Consent Agenda	
<b>Department:</b>	Police	
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
<b>Attachments:</b>		
SCORE Inmate Housing Agreement 2020		
<b>Summary Statement:</b>		
<p>The City of Lynden maintains a contract with South Correctional Entity (SCORE) for jail bed space for housing potential long-term offenders when the Whatcom County Jail is at capacity. Attached is the updated inmate housing agreement that will go into effect on January 1, 2020. The agreement reflects an increase in the daily non-guaranteed bed rate from \$180 to \$184 and other minor technical changes.</p>		
<b>Recommended Action:</b>		
It is recommended that the Council approve the new agreement and authorize the Mayor's signature.		

## INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and \_\_\_\_\_ a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

### RECITALS

**WHEREAS**, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the City of Des Moines (the "SCORE Facility") to serve the Member Cities and federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

**WHEREAS**, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

**WHEREAS**, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

### SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

**Detainer** means a legal order authorizing or commanding another agency a right to take custody of a person.

**Commencement Date** means January 1, 2020.

**Contract Agency Inmate** means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

**Daily Bed Rate** means the daily rate Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

**Daily Surcharge Rates** means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

**Guaranteed Bed Rate** means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

**Inmate** means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

**Interlocal Agreement** means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE, as it may be amended and restated from time to time.

**Mental Health - Residential Beds** means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

**Medical – Acute Beds** means an Inmate is clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

**Mental Health – Acute Beds** means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

**Member City** has the meaning set forth in the Interlocal Agreement.

**Non-Guaranteed Bed Rate** means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

**SCORE Facility** means the correctional facility maintained and operated by SCORE known by 20817 17<sup>th</sup> Avenue South, Des Moines, WA 98198.

**Termination Date** means \_\_\_\_\_.

## SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

## SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

#### SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A. Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

#### SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmate to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of

arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

## **SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.**

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

## **SECTION 7. HEALTH CARE.**

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.



In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may provide hospital security services for an additional charge as provided in Exhibit A.

#### **SECTION 8. DETAINERS.**

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

#### **SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.**

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

#### **SECTION 10. ESCAPE; DEATH.**

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

#### **SECTION 11. REPORTING AND INSPECTION.**

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

#### **SECTION 12. TECHNOLOGY.**

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

#### **SECTION 13. BILLING AND PAYMENT.**

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

#### **SECTION 14. BILLING DISPUTE RESOLUTION.**

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

#### **SECTION 15. INDEPENDENT CONTRACTOR.**

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

#### **SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

#### **SECTION 17. INSURANCE.**

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

#### **SECTION 18. TERMINATION.**

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

## **SECTION 19. RECORDS.**

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

## **SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.**

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

## **SECTION 21. HIPAA AND HITECH COMPLIANCE.**

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

## **SECTION 22. EQUAL OPPORTUNITY.**

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

## **SECTION 23. MISCELLANEOUS.**

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

#### **SECTION 24. EXECUTION.**

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Contract Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTESTED BY:

\_\_\_\_\_  
Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attention:** Executive Director Devon Schrum

**Attention:**

**Email:** dschrum@scorejail.org

**Email:**

**Telephone:** 206-257-6262

**Telephone:**

**Fax:** 206-257-6310

**Fax:**

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:

Name:

Name:

Title:

Title:

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**Exhibit A**
**FEES AND CHARGES AND SERVICES**
Daily Housing Rates:<sup>1</sup>

General Population – Guaranteed	\$128.00	Number of Beds: _____
General Population – Non-Guaranteed	\$184.00	

Daily Rate Surcharges:<sup>2</sup>

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

Health Care Services:<sup>3</sup>

In-Facility Care	Included
Co-Payments	Inmate responsibility
Outside Medical Services	Contract Agency billed
Emergency Care	Contract Agency billed
Pharmaceuticals	Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport	\$65.00/per hour
Released at Member City Location <sup>4</sup>	Included

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:


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<sup>1</sup> Guaranteed Bed Rate

<sup>2</sup> Surcharges are in addition to daily bed rates and subject to bed availability.

<sup>3</sup> Guided by American Correctional Association and/or National Commission on Correctional Health Care.

<sup>4</sup> Auburn, Burien, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

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**Exhibit B****WARRANTS/OTHER COURT ORDERS/DETAINERS**

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
  - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
  - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
  - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
  - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.



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**Exhibit C****PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT**

1. Compliance  
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
  - a) The Prison Rape Elimination Act of 2003 (PREA)
  - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
2. Monitoring  
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
  - a) Site visits,
  - b) Access to facility data, and
  - c) Review of applicable documentation.
3. Contract Agency may terminate this Agreement
  - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
  - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
4. The Contract Agency will terminate this Agreement
  - a) Should SCORE elect to discontinue pursuit of PREA compliance;
  - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
  - c) Should SCORE be found to be in egregious violation of PREA.

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**Exhibit D****MEDICAL ACCEPTABILITY**

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

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**Exhibit E****PROPERTY**

1. SCORE will *not accept or transport* the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products.
  - c) Food products in packaging that have been opened.
  - d) Any type of weapon (includes pocket knives).
  - e) Liquids.
  - f) Helmets or any kind.
  - g) Large items that will not fit into a common paper grocery bag.
  - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

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**Exhibit F****CLASSIFICATION**

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
  - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
  - b) Is identified as a threat to law enforcement
  - c) Is an escape risk

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**Exhibit G****BORROWING**

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	Contract for State-Level Advocacy	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>		
Consulting Agreement for State-Level Advocacy		
<b>Summary Statement:</b>		
<p>Briahna Murray, Vice-President of Gordon Thomas Honeywell Governmental Affairs, has advocated for the City of Lynden since 2015. That advocacy has resulted in some \$8 million worth of capital earmarks for important City projects. The attached contract is virtually identical to its predecessors and continues the relationship with Ms. Murray and her firm. Key terms of this agreement include:</p> <ol style="list-style-type: none"> <li>1) Cost: \$3,000 monthly for a total of \$36,000 in 2020. The rate is unchanged from previous years and is included in the proposed 2020 budget.</li> <li>2) Scope: The full Scope of Work is delineated in Attachment A on page 3 of the consulting agreement. It includes a range of duties required to advance the City's 2020 Legislative Agenda.</li> </ol>		
<b>Recommended Action:</b>		
Make a motion to approve the Contract for State-Level Advocacy between the City and Gordon, Thomas Honeywell for state-level legislative advocacy in the 2020 legislative session.		

## CITY OF LYNDEN CONSULTING AGREEMENT

This Agreement is entered into by and between City of Lynden, a Washington Municipal Corporation (“City”) and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as “Consultant”), upon the following terms and conditions:

**A. Scope of Work.** Consultant will advise and assist the City of Lynden in accordance with Consultant’s Scope of Work, described in Attachment “A” hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the “Services”). Consultant’s Services will be consistent with the accepted practices for other similar services and in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance. Consultant’s Services shall be performed by Briahna Murray and within a time period prescribed by the City and pursuant to the direction of the Mayor or City Administrator or his designee.

**B. Compensation; Expenses.** City of Lynden will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment “A.”

**C. Invoices; Payment.** Consultant will furnish City of Lynden invoices at regular intervals, as set forth in Attachment “A.”

**D. Term.** Consultant shall promptly begin the Services hereunder on the date set forth in Attachment “A” and shall terminate same on the date set forth in Attachment “A,” unless earlier terminated by mutual agreement. City of Lynden or Consultant may terminate Consultant Services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days’ notice.

**E. Ownership of Work Product.** The product of all work performed under this Agreement, including reports, and other related materials shall be the property of City of Lynden or its nominees, and City of Lynden or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

**F. Independent Contractor.** Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of City of Lynden, or to empower consultant to bind or obligate City of Lynden in any way. Consultant is solely responsible for paying all of Consultant’s own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

**G. Release of Claims; Indemnity.** Consultant hereby releases, and shall defend, indemnify and hold harmless City of Lynden from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant’s fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

**H. Assignment.** Consultant’s rights and obligations hereunder shall not be assigned or transferred without City of Lynden’s prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties’ heirs, and successors.

**I. Governing Law; Severability.** This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

**J. Arbitration.** Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in City of Lynden, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

**K. Entire Agreement; Etc.** This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below which shall also be the effective date of this Agreement.

**Consultant:**

Gordon Thomas Honeywell  
Governmental Affairs

**City of Lynden:**

\_\_\_\_\_  
Briahna Murray, Vice President

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT “A” TO  
CITY OF LYNDEN CONSULTING AGREEMENT**

- A. Scope of Work:** Consultant shall provide City of Lynden with the following governmental affairs services:
- Register as the City’s lobbyist with the Public Disclosure Commission
  - Work with City staff to develop a legislative agenda that advances the city’s interests, but accounts for the political climate. This includes, but is not limited to, securing funding for the city trail system and improvements to Line and Bradley roads, and monitoring the current funding allocation to widen SR 539, the Guide-Meridian.
  - Engage the City’s legislative delegation and key committee members during the legislative interim to inform them on the City’s funding request.
  - Identify key opportunities for city staff to travel to Olympia and advance the City's interests.
  - Testify and/or sign-in on behalf of the City on legislation of interest.
  - Schedule meetings with state agencies, the Governor's Office, as necessary to best position the city's legislative agenda items for success.
  - Meet with legislative chairs and leadership, particularly on the Finance Committee, to best advance the city's interests.
  - Meet with lobbyists from other interested stakeholders to garner support for the City's agenda items.
  - Monitor AWC activities and report any impact to the city.
  - Provide brief weekly reports to City staff on Olympia activities.
  - Brief City officials on legislative activity and attend City Council and City staff meetings as requested by the City Administrator or his designee.
  - Present an end-of-session report that recaps the legislative session in full.
- B. Compensation/Expenses:** City of Lynden shall pay Consultant a monthly fee of \$3,000.00 for the services listed above, including expenses.
- C. Invoices/Payments:** (a) Consultant shall furnish City of Lynden with invoices for services performed on a monthly basis, and (b) City of Lynden shall pay each of Consultant’s invoices within thirty (30) days after City’s receipt and verification of invoices.
- D. Term of Agreement:** Consultant’s services shall commence on January 1, 2020 and shall terminate on December 31, 2020.

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	Contract for Probation Services with Whatcom County	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
<b>Attachments:</b>		
Contract for Probation Services		
<b>Summary Statement:</b>		
<p>Lynden has contracted for decades with Whatcom County for probation services. The contract has a two-year term, and fees are based on a formula that has been unchanged for many years. This contract is effective January 1, 2020 and ends December 31 2021. Aside from formatting and other editing changes made for clarification, the document is virtually identical to its predecessor.</p>		
<b>Recommended Action:</b>		
Approve the Contract for Probation Services with Whatcom County		

# AGREEMENT FOR PROBATION SERVICES

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between Whatcom County, a municipal corporation, (hereinafter referred to as the "County"), and the City of Lynden (hereinafter referred to as the "City"), pursuant to R.C.W. Chapter 39.34, the Interlocal Cooperation Act, the County agrees to provide probation services through the Whatcom County Probation Department, to the City as provided herein.

## WITNESSETH:

WHEREAS, the City by virtue of the authority vested in it pursuant to the Constitution and the laws of the State of Washington is authorized to provide probation services to the citizens of the City, as are described herein; and

WHEREAS, the legislative authority of the City has found that the best interests of its citizens would be served if such services were provided; and

WHEREAS, the Municipal Court is in need of probation services for persons who have been cited into the Municipal Court of the City and/or who have been found guilty of violating ordinances of the City; and

WHEREAS, the existing staff of the City possesses neither the expertise nor the facilities to provide such services; and

WHEREAS, the County does possess the staff, expertise and facilities to provide such services, as set forth herein;

NOW, THEREFORE, it is mutually agreed and understood between the parties as follows:

## Section I SERVICES

### 1. Description – Active Probation Services

- a. The County hereby agrees to provide the following pre-conviction and post-conviction probation services for the City to individual clients who have been referred by the municipal court. Services will begin after all relevant court documents detailing the individual's court-ordered requirements (i.e., judgment and sentence, deferred prosecution or other official court form) are forwarded by the City to Whatcom County District Court Probation. After receipt of the relevant court documents, the probation department shall:
  - i. Refer and monitor compliance with the assessment and treatment of substance use disorders, domestic violence, mental health, sexual deviancy or other treatment as ordered by the court.
  - ii. Monitor completion of community service.
  - iii. Monitor payment of restitution.
  - iv. Complete reviews to determine the indigent status of a court referred client.
  - v. Perform bail studies.
  - vi. Conduct breath and urine substance testing.
  - vii. Monitor the performance of other requirements as indicated in writing by the court.

### 2. Description – Inactive Probation Services

- a. Report future good behavior by performing Judicial Information Systems Defendant Case History and Department of Licensing record checks only.

## Section II PAYMENT SCHEDULE

### 1. For All Years – Active Probation Services

As consideration for the probation services provided each year, the City agrees to reimburse the County at a monthly rate per open active case. The monthly rate will be determined according to the following formula:

- a. the department's authorized expenditure budget for that year, less 2% for a projected lapse in expenditures
- b. less the projected amount to be billed for inactive cases
- c. less any amounts projected to be received from other funds (e.g. Behavioral Health Programs Fund, Trial Court Improvement Fund)
- d. less amounts specifically budgeted for District Court programs (e.g. electronic monitoring devices),
- e. divided by the number of projected non-behavioral health unit active case months.

Projected case months will be equal to the active and inactive case months from the 12 month period ending September 30<sup>th</sup> of the prior year. The County will bill the City monthly for active and inactive cases. The City will pay the monthly bills within thirty (30) days of being billed. On or before February 15<sup>th</sup> following each billing year, the County will calculate the actual monthly per case cost of probation services for each billing year by dividing the amount of actual expenditures for the period January 1 through December 31 of the billing year, less actual amounts specified in the above formula, divided by the actual number of active non-behavioral health unit case months for the same time period. If the actual cost of providing the probation services was less than the amount billed during the billing year, the County will credit the difference to the City by March 31<sup>st</sup> of the following year. If the actual cost of providing the probation service was more than the amount billed during the billing year, the City will reimburse the difference to the County by March 31<sup>st</sup> of the following year.

2. For All Years – Inactive Probation Services

As consideration for the probation services provided during each billing year, the City agrees to reimburse the County a monthly rate of \$10.00 per open inactive case.

### Section III GENERAL PROVISIONS

1. **PROBATION SERVICES:** The District Court shall have the sole and complete responsibility for the supervision of any probation officer assigned to perform services for the City under this Agreement.
2. **EXTENT OF AGREEMENT:** This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this agreement.
3. **NON-DISCRIMINATION IN EMPLOYMENT AND CLIENT SERVICES:** The parties hereby mutually agree that during the performance of this agreement, that no person shall, on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, religion, or on the presence of any sensory, mental or physical handicap, be excluded from professional services. Neither party shall discriminate against any employee or applicant for employment for the above reasons; provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the work involved, and cannot be reasonably accommodated.
4. **REPORTS:** The County shall submit monthly billing reports to the City detailing clients served.
5. **SAFEGUARDING CLIENT INFORMATION:** The use or disclosure by any party of confidential information concerning a recipient or client for any purpose with respect to services provided under this agreement is prohibited except on written consent of the recipient or client, or as otherwise provided by law. This paragraph is not intended to supersede the requirements of RCW 42.56
6. **ASSIGNMENT AND/OR SUBCONTRACTING:** Neither party shall assign or delegate duties of any portion of the services provided under the terms of this Agreement without obtaining prior written approval from the other party; all terms and conditions of this agreement shall apply to any approved subcontract or assignment related to this agreement.
7. **RELATIONSHIPS OF THE PARTIES:** The parties agree that the County shall be an independent contractor operating pursuant to the terms and conditions of this agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose and employees of the City shall not be entitled to any benefits that the County provides for County employees. The County will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this agreement. The City will be solely and entirely responsible for its acts and for the acts of its agents, employees and servants during the term of this agreement.
8. **COMMUNICATIONS:** Communications between the County and the City shall be addressed to the regular place of business of each party. In the case of the County, the address shall be Bruce Van Glubt, District Court and Probation Administrator, Whatcom County Courthouse, 311 Grand Avenue, Suite 401, Bellingham, WA 98225. In the case of the City, communications shall be sent to: Mike Martin, City Administrator, 300 4<sup>th</sup> Street, Lynden, WA 98264.
9. **INDEMNIFICATION:** The County agrees to protect, defend, appear, save harmless and indemnify the City from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the County, its agents or employees in the performance of the agreement. The City agrees to protect, defend, appear, save harmless and

indemnify the County from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the City, its agents or employees in the performance of this Agreement.

10. **MODIFICATION:** No changes or modifications of this Agreement shall be valid or binding upon either party to this agreement unless such changes or modification be in writing and executed by both parties Whatcom County reserves the right to renegotiate the monthly rate per open case cost if revenues generated by this Agreement do not cover costs generated by this Agreement.
11. **TERMINATION:** If either party fails to comply fully with the terms and conditions of this Agreement, the other party may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this agreement, in the manner specified herein.
- a. Suspension or termination for cause. If either party is unable to substantiate full compliance with the provisions of this Agreement, the other party may suspend or terminate this Agreement pending corrective acts or investigation, which suspension or termination shall be effective upon seven (7) days written notification to the other party or its authorized representative.
  - b. For any other reason this Agreement may be terminated in whole or in part by either the County or the City upon sixty (60) days advance written notice given the other party.
  - c. In the event of termination under this paragraph, the City shall be liable only for payments in accordance with the terms of this Agreement for the services rendered prior to the effective date of the termination.
12. **VENUE STIPULATION:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial processing, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.
13. **TERM OF AGREEMENT:** This Agreement shall be effective on the **1<sup>st</sup> day of January, 2020**, and shall terminate on the **31<sup>st</sup> day of December, 2022**.

APPROVED AS TO FORM:

\_\_\_\_\_  
Bruce Van Glubt, Administrator  
District Court and Probation Services

\_\_\_\_\_  
Karen Frakes  
Deputy Prosecuting Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

Attest:

\_\_\_\_\_  
 Mike Martin  
 City Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
 Robert A. Carmichael  
 City Attorney

\_\_\_\_\_  
 Jack Louws, County Executive

STATE OF WASHINGTON      )

COUNTY OF WHATCOM      )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
 NOTARY PUBLIC in and for the State of Washington,  
 residing at Bellingham.  
 My Commission expires:

STATE OF WASHINGTON    )  
  ) ss  
COUNTY OF WHATCOM    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Scott Korthuis, to me known to be the Mayor of the City of Lynden and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham.  
My Commission expires:

Contract for probation services between the County and the City of Lynden

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	Mayor's 2020 Budget Message and Preliminary Budget Introduction	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>	Finance	
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		<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>The Mayor will read his 2020 Budget message to the Council and present the Council with a copy of this message and the 2020 Preliminary Budget.</p> <p>All supporting documentation will be provided at the time of the meeting.</p>		
<b>Recommended Action:</b>		
None – Information only for the Council's review and consideration.		



# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	2020 Legislative Agenda	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>		
2020 Legislative Agenda		
<b>Summary Statement:</b>		
<p>Lynden has a practice of adopting a Legislative Agenda that is used to focus advocacy at the State Legislature. This practice formalizes and strengthens our legislative "ask," and gives it added credibility with state lawmakers. We propose the following for the 2020 Legislative Session:</p> <p><u>City Trail, Depot to 8th Street.</u> The cost of this project is \$1.1 million. As Council knows, the City will link the existing City Trail to the section of trail around Fisher School that was completed in 2018. The City must purchase one remaining section on the south side of Fishtrap Creek. The City hopes to have the trail under construction in 2020.</p> <p><u>\$3 million for the Line and Bradley Roads:</u> This is the arterial between Lynden High School and Lynden Middle School. This ¾-mile stretch of road will include a path/sidewalk as well as a widened street and a new culvert.</p> <p><u>Delay of the State's SR-546 (Badger Road) Culvert Replacement project:</u> The Washington State Department of Transportation (WSDOT) intends to replace culverts at Badger and Double Ditch roads in 2022. The new culverts will worsen flooding in the Pepin Creek project area. We want 1) State help in funding the infrastructure needed to avoid flooding and 2) WSDOT to delay their culvert replacement project until those infrastructure improvements are in place.</p>		
<b>Recommended Action:</b>		
Approve the 2020 Legislative Agenda		

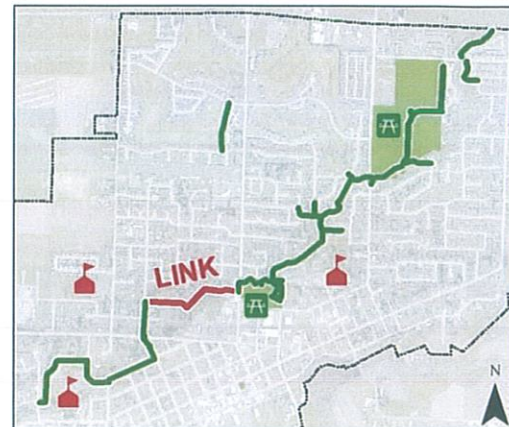


## City of Lynden 2020 Legislative Agenda

### Jim Kaemingk Trail Connection: \$1.1 Million

Perhaps the most treasured asset in Lynden and northern Whatcom County is the City's Jim Kaemingk Trail. It currently is two miles long and provides safe student access to six schools and four public parks. The City completed the most recent leg of the trail system in 2018 using its own funds to match 50% of a \$1 million Safe Route to Schools grant.

The two existing sections of Trail (in green) now need to be connected (in red). The cost to build this ½-mile link is **\$1.1 million**. That cost includes a bridge over Fishtrap Creek and wetland mitigation. The City has secured the land needed for the project and has allocated \$250,000 to complete the project design. The City requests \$1.1 million in capital funding to complete this important regional trail.



### Line and Bradley Roads: \$3 Million

Line and Bradley roads link Lynden High School and the Lynden Middle School. As such they are major connectors for cars, bikes, and children walking to school. Line road is 24' wide with no bike or pedestrian facilities and Bradley Road has an unprotected widened shoulder on one side, offering limited protection to pedestrians. Although federally classified as "arterials", they were constructed as County roads before City annexation and do not meet City arterial standards. Only a small section of Line Road, directly in front of the Middle School, has been improved. In order to complete the project, a stream culvert must also be replaced. The total cost to improve this critical ¾-mile link between the two schools is \$3 million.



### *On the horizon: SR-546 (Badger Rd) Culvert Replacement Flooding Impacts*

Under a recent Supreme Court decision, WSDOT must improve all state-owned culverts. Two culverts on SR-546 at Double Ditch Road in Lynden are among those scheduled for replacement in 2022 (accelerated from the original construction date of 2024). The problem: Those culverts discharge water into an area already prone to flooding. WSDOT's project will improve water flows and fish habitat through those culverts but will also worsen flooding. Lynden is developing plans for a \$30M infrastructure project to address flooding and fish habitat in that region. But in order to have the flood infrastructure in place prior to the culvert replacement in 2022, state funding needs to be allocated to the flood mitigation project. This project funded is needed during the 2021 legislative session.

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	Resolution in support of Lynden Regional Park and Rec. District bond issue	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>		
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Review Not Required
<b>Attachments:</b>		
Resolution 1009		
<b>Summary Statement:</b>		
<p>The Lynden Regional Park and Recreation District has assisted the City in a number of park projects over the last number of years.</p> <p>The district is desirous to again assist the City in expanding its trail system, beginning to develop park properties and with the acquisition of park properties.</p> <p>The District is proposing Proposition 2019-4 to the voters on the general election to be held on Nov. 5, requesting approval of a \$3 million dollar bond to extend the trail system through the Dickinson property, begin the utilities, roads and restrooms needed to make Benson Park usable, and to assist with the acquisition of the Glenning Street property.</p> <p>Parks Committee reviewed Resolution No. 1009 and recommends forwarding the resolution to full council for their approval of support for the Rec. District Bond issue #2019-4</p>		
<b>Recommended Action:</b>		
Motion to approve Resolution #1009 in support of the Lynden Regional Park and Rec. District bond issue proposal and authorize the mayor's signature on said document.		

RESOLUTION NO. 1009

A RESOLUTION OF THE LYNDEN CITY COUNCIL IN SUPPORT OF THE LYNDEN  
REGIONAL PARK AND RECREATION DISTRICT PROPOSITION NO. 2019-4

WHEREAS, the City of Lynden and the Lynden Regional Park and Recreation District work jointly in providing recreational opportunities for our community; and

WHEREAS, the Recreation District has agreed to assist the City of Lynden in their endeavors to provide more opportunities for additions to the City and district recreational opportunities and trails; and

WHEREAS, the City of Lynden is responsible for the ongoing maintenance of City and Rec. District facilities through an interlocal agreement; and

WHEREAS, funding for projects is difficult to obtain through using only City general budget funds, and

WHEREAS, the Rec. District desires to assist the City of Lynden and the citizens of Lynden and within the district boundaries to expand parks and trails;

WHEREAS, athletic and recreation facilities and trails have been boon to downtowns across the nation for decades, bringing additional traffic and customer base to the area; and

WHEREAS, there is a need and desire of the citizens of Lynden and surrounding areas to increase and improve its parks and trails; and

WHEREAS, the Lynden Regional Parks and Recreation District, (the “District”) declared it in the best interests and welfare of the inhabitants of the District to assist the City in it’s plans for development of park parcels and add connectors to the trail system; and

WHEREAS, in order to provide all or a part of the funds to enable the District to undertake these projects, it is deemed necessary and advisable that the District issue and sell its unlimited tax general obligation bonds to provide funds for such purposes; and

WHEREAS, on June 12, 2019 the District approved Resolution No. 2019-1 placing Proposition NO. 2019-4 on the ballot for the November General Election for the voters of the District to determine whether those general obligation bonds in the amount of \$3,000,000 should be sold for that purpose.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Lynden hereby declare their support for the Lynden Regional Park and Recreation District and for the passage of Proposition No. 2019-4 on November 5, 2019, and offer the continued support of various city personnel to the District in their efforts.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM

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

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

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 21, 2019	
<b>Name of Agenda Item:</b>	Conditional Use Permit - Ellis	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>	Planning	
<b>Council Committee Review:</b>		<b>Legal Review:</b>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>		
Conditional Use Permit #19-02, Ellis		
<b>Summary Statement:</b>		
<p>Ben and Suzanna Ellis are seeking to establish a short term (vacation) rental at their home located at 1808 Pine Circle. Commonly marketed through websites such as Air BNB and VRBO, the City of Lynden regulates these transient accommodations consistent with LMC 19.49 - Conditional Use Permits and Bed and Breakfast. As transient accommodations located within a neighborhood zoned for single family residences could potentially have negative impacts on surrounding property owners, applicants must seek a Conditional Use Permit. This process includes notifying the surrounding property owners.</p> <p>On September 12, 2019, the Planning Commission held a public hearing to accept public testimony on the request. Minutes of this meeting have been included in the attached Council package.</p> <p>The Commission carefully considered the criteria outlined in LMC 19.49 and recommended approval of the Conditional Use Permit with the condition that the use be reviewed after 12 months time to determine if additional screening at the northwest property line is needed due to the impacts associated with the transient accommodations.</p>		
<b>Recommended Action:</b>		
Motion to approve Conditional Use Permit #19-02 for Ben Ellis and authorize the Mayor's signature on the Findings of Fact.		





## Planning Department Memorandum

**To:** Planning Commission

**From:** Heidi Gudde, Planning Director

**Date:** September 6, 2019

**Re:** Proposed Conditional Use Permit for a Short-Term Rental at 1808 Pine Circle

The City of Lynden's zoning code provides residents, who meet specific performance criteria, the opportunity to use their homes as short-term vacation rentals. These are regulated per the City's code section on Bed and Breakfast Establishments.

Prior to operation, the home owner must be granted a Conditional Use Permit (CUP) as a short-term rental may have impact on the surrounding properties. The CUP process includes notifying property owners within 300 feet and demonstrating that the property will meet the criteria outlined in LMC 19.49.020 and can meet the operational regulations of LMC 19.49.030 (attached).





The pending CUP application has been submitted by the Ellis family. The residence is located at 1808 Pine Circle. As shown in the attached floor plan, their home currently includes a living area which is relatively separated from the main home. As such, the applicant is not proposing to make physical changes to the home except for the addition to the existing driveway in order to accommodate parking for the short-term rental. Consistent with code, the property owner is intending to remain onsite when the property is being used as a short-term rental.

The vicinity of the proposed establishment is the Pine Street neighborhood and specifically Pine Circle. Here there are a number of abutting neighbors. Some of these neighbors have expressed concerns related to the impacts of the short-term rental (comments are attached). As such, staff has noted some potential mitigation which the Planning Commission could consider during the review of this application.



**Lynden Municipal Code**  
**Conditional Use Permits**

**19.49.010 - Purpose.**

The purpose of the conditional use permit (CUP) is to allow the proper integration of specific land uses which may be suitable only under certain conditions in specific locations in a zoning district, or when the site is regulated in a particular manner. It is the intent of this section to allow certain uses which, because of their usual size, special requirements, adverse impacts, possible safety hazards or detrimental effects on surrounding properties are classified as conditional uses.

**19.49.020 - Standards and criteria for granting a CUP.**

- A. Certain uses may be allowed by a CUP granted by the city council, after it receives the recommendation of the planning commission. The planning commission shall issue its recommendation after a public hearing on the CUP application. In the application and during the hearing process, it shall be clearly shown by the applicant that the proposed use is not detrimental to the surrounding area or a liability to adjacent uses. For the purpose of this chapter, the surrounding area, or neighborhood, means those parcels that are in close proximity to the subject parcel.
- B. An application for a CUP may be made only for those uses specified under the conditional use section of the appropriate zoning district.
- C. The planning commission and council shall enter findings to support any recommendation or decision on a CUP application. Conditions may be attached to CUP approvals to mitigate any adverse impacts, protect surrounding properties and to promote the general welfare of the public. A CUP will be granted only if the proposed use complies with the standards and criteria listed below. The applicant shall bear the burden of proof in all CUP proceedings.
  - 1. The proposed use in the proposed location will not be detrimental to surrounding uses legally existing or permitted outright within the zoning district.
  - 2. The proposed use, together with proposed mitigation, will not be detrimental to public health or safety and will be compatible with the surrounding area and land uses with respect to the following:
    - a. Traffic and pedestrian circulation;
    - b. Noise, smoke, fumes, glare or odors generated by the proposed use;
    - c. Building and site design; and
    - d. The physical characteristics of the subject property.
  - 3. The proposed use is supported by adequate public facilities and services unless conditions can be established to mitigate adverse impacts to those facilities or services.
  - 4. The traffic generated by the proposed use will not cause the traffic circulation system in the vicinity to deteriorate below the adopted level of service.
  - 5. The proposed use complies with the performance standards, parking requirements, height, setback and lot coverage requirements, landscaping standards and other provisions of the Lynden Municipal Code.



6. There are adequate buffering devices, as specified in the landscape standards, or other topographic characteristics, to protect the adjacent properties from adverse impacts of the proposed use.
7. The proposed use will not destroy or substantially damage any natural, scenic or historic feature of major importance.
8. The proposed use is generally consistent with the purposes and objectives of the city comprehensive plan and applicable sub-area plan.

**19.49.030 - Special conditions for the approval of a bed and breakfast establishment.**

Bed and breakfast establishments require a CUP in all single-family zones and the RM-3 and RM-4 zones and are permitted within the RM-1, RM-2, HBD and CSL zones. All proposed bed and breakfast establishments, regardless of zone, shall be required to show compliance with the standards listed below. Bed and breakfast establishments proposed within an area requiring a CUP will be required to meet the standards and criteria listed in Section 19.49.020 as well as those conditions listed below:

- A. A bed and breakfast establishment shall appear as any other single-family residence within the surrounding area. One flat, unlighted sign, not exceeding sixteen square feet mounted flush against the building will be permitted. In addition, a single monument sign may be permitted if it meets the requirements for monument signs within Chapter 19.33.
- B. The applicant shall comply with local fire and building codes and guidelines fixed by the city fire chief and building inspector, including, but not limited to adequate exits as required by the Uniform Building Codes. A smoke alarm and a household size fire extinguisher shall be present in each guestroom.
- C. A telephone shall be available for occupant use with emergency numbers and the address of the establishment posted.
- D. Proprietors of the bed and breakfast establishment shall follow health guidelines and regulations of the Whatcom County department of health and Washington State regulations.
- E. The applicant shall meet all requirements for the provision of off-street parking. Parking shall be adequately screened from the neighboring properties.
- F. An annual business license shall be required and an inspection fee, in an amount set by resolution of the Lynden city council, shall accompany each application and renewal. The public works director, building inspector or fire chief may require inspections.
- G. Dwellings with more than two rooms available for guests shall be considered transient accommodations and will be subject to regulation by the State Board of Social and Health Services under Chapter 248-144, WAC TRANSIENT ACCOMMODATIONS.
- H. The operator of the bed and breakfast shall reside on the premises. Owner and operator quarters and guest-rooms shall be in the same building.
- I. No other business, service or commercial activity may be conducted on the premises. Breakfast only may be served, and no meals may be served to the general public.



Date Issued:	September 4, 2019
Project Name:	CUP #19-02, Ellis Air BNB
Applicant:	Ben Ellis
Property Owner:	Benjamin and Suzanna Ellis
Site Address:	1808 Pine Circle
Parcel Number	400319-230566
Zoning Designation:	RS-100
Application Type:	Conditional Use Permit
Parcel Size:	N/A
Hearing Type:	Quasi-Judicial
Hearing Objective:	The objective of this public hearing is to determine whether the proposed Conditional Use Permit meets the criteria found within Section 19.49.020 of the Lynden Municipal Code.
Date application determined complete:	August 14, 2019
Date of Publication:	August 28, 2019
SEPA Determination:	N/A
Project Description:	The applicant is requesting a conditional use permit to allow short term rentals, through an Air BNB unit, at their home located within the RS-100 zone.

### **Background and Notification Requirements:**

In accordance with Chapter 17.15 LMC, the proposed action was reviewed for concurrency and should the conditions listed within this report be met, a finding of concurrency will be made in accordance with Section 17.15.060(C)(3).

The City of Lynden regulates short term rentals (such as Air BNB and VRBO) consistent with code provisions for bed and breakfast establishments. This is done recognizing that establishments which offer short term lodging accommodations *could* have an impact on a neighborhood if certain conditions are not met. As such, a Conditional Use Permit is required as established in LMC Chapter 19.49 - Conditional Use Permits and Bed and Breakfast Establishments.



The applicant has met the minimum submittal requirements and the application was determined to be complete on August 14, 2019. The notice of application was published on August 28, 2019.

The City has received proof of certified mailing and the affidavit of posting in accordance with the City's requirements.

Chapter 19.49.020 (C) states that a Conditional Use Permit will be granted only if the proposed use complies with the standards and criteria listed below. The applicant's response to the criteria have been provided and included in the application package.

**Planning Department Comments:**

1. *Screening:* Staff recommends that the applicant provide additional screening along the northern property line (between the applicant's home and 1810 Pine Circle) to provide a visual barrier between the existing homes and the additional activity which may be occurring in the rental unit and the rear yard. This could be done with landscape or fencing after the addition of a designated parking area.
2. *Designated Parking:* Several neighbors in the area have expressed concerns about parking needs associated with the short-term rental. Code requires that one parking space be provided for each rentable bedroom in addition to the surface parking required for the home. The applicant has indicated additional parking area will be created adjacent to the existing driveway. An expansion of the driveway appears to be consistent with other residential driveways within the Pine Circle neighborhood. Parking on the street is permitted within residential areas however staff recommends that:
  - Visitors be required to park in the designated parking area on the property rather than the street.
  - The additional parking area be paved to match the driveway (rather than gravel or an alternate surface).
3. *Advisory Regulations:* Be advised, in addition to the criteria listed in Section 19.49.020, all proposed establishments shall be required to show compliance with the standards listed under Section 19.49.030 as follows:
  - a. A bed and breakfast establishment shall appear as any other single-family residence within the surrounding area. One flat, unlighted sign, not exceeding 16 square feet mounted flush against the building will be permitted. In addition, a single monument sign may be permitted if it meets the requirements for monument signs within Chapter 19.33.
  - b. The applicant shall comply with local fire and building codes and guidelines fixed by the city fire chief and building inspector, including, but not limited to adequate exits as required by the Uniform Building Codes. A smoke alarm and a household size fire extinguisher shall be present in each guestroom.

- c. A telephone shall be available for occupant use with emergency numbers and the address of the establishment posted.
  - d. Proprietors of the bed and breakfast establishment shall follow health guidelines and regulations of the Whatcom County Department of Health and Washington State regulations.
  - e. The applicant shall meet all requirements for the provision of off-street parking. Parking shall be adequately screened from the neighboring properties
  - f. An annual business license shall be required and an inspection fee, in an amount set by resolution of the Lynden City Council, shall accompany each application and renewal. The Public Works Director, Building Inspector or, Fire Chief may require inspections.
  - g. Dwellings with more than two rooms available for guests shall be considered transient accommodations and will be subject to regulation by the State Board of Social and Health Services under Chapter 248-144 WAC "Transient Accommodations."
  - h. The operator of the bed and breakfast shall reside on the premises. Owner and operator quarters and guestrooms shall be in the same building.
  - i. No other business, service or commercial activity may be conducted on the premises. Breakfast only may be served, and no meals may be served to the general public.
4. *Business License Required:* Be advised, the establishment must obtain a business license from the City of Lynden as well as any State of Washington permits.

#### **Fire and Life Safety**

5. The Fire Department has reviewed the application and has no comment.

#### **Parks and Recreation**

6. The Parks Department has reviewed the application and has no comment.





# City of Lynden

## Conditional Use Permit Application

CUP# 19-02  
PLW004 65

### General Information:

#### Property Owner

Name: BENJAMIN ELLIS & SUZANNA ELLIS  
Address: 1808 PINE CIRCLE  
Telephone Number: 864-907-3385 Fax Number: \_\_\_\_\_  
E-mail Address: benjaminellis89@gmail.com

#### Applicant (Agent, Land Surveyor or Engineer)

Name: SAME AS ABOVE  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Who is the primary contact for this project? This person will receive all official correspondence for the project. Property owner ☒ Applicant ☐

### Property Information

Project Location (street address / block range): 1808 PINE CIRCLE  
Legal Description (attach if necessary): LOT 23, PLAT OF PINE STREET ESTATES  
Assessor's Parcel Number: 400319 230566 000 PID 132501 Zoning Designation: RS-100  
Parcel Square Footage: 11,169 sq. ft. Property Dimensions: See attached sketch  
Applicable Sub-Area: N/A Building/Structure Size: 1922 sq. ft. (total)  
Height of Structure: 13' 3" Addition Size: N/A

### Please describe request in detail:

☐ CUP Criteria must be attached

REQUESTING PERMISSION TO UTILIZE EXISTING ATTACHED ADU FOR NIGHTLY STAYS THROUGH AIRBNB

By signing this application, I certify that all the information submitted is true and correct. I also understand that no final approval will be issued until all final review costs are paid in full.

Applicant's Signature: Ben Ellis Date: 07/15/19

Property Owner's Signature: Ben Ellis Date: 07/15/19

☐ Pre-application meeting date: 08/01/2019 Hearing date: \_\_\_\_\_  
(Applications will not be accepted without a pre-application meeting)

☐ Fee's (Conditional Use Permit \$350.00 Base Fee or Final Review Cost) Date paid: \_\_\_\_\_ Receipt # \_\_\_\_\_

EXPLANATION OF CRITERIA  
Reference Chapter 19.40.020 (A) and (C)

Suzanna Ellis and Benjamin Ellis propose responsible use of an attached segment of our home, located at 1808 Pine Circle, as an opportunity for visitors to Lynden and Whatcom County to be able to book through Airbnb.

OUR PROPOSED USE COMPLIES WITH THE FOLLOWING STANDARDS AND CRITERIA:

1. "The proposed use in the proposed location will not be detrimental to surrounding uses legally existing or permitted outright within the zoning district."
  - Within the Zoned RS-100 area, an Airbnb will not be detrimental to surrounding residences. Visiting guests will be no different than visiting family members or friends that we have had stay at our home from time to time over the last 4+ years.
2. "The proposed use, together with proposed mitigation, will not be detrimental to public health or safety and will be compatible with the surrounding area and land uses with respect to the following:
  - "traffic and pedestrian circulation"
    - Our home is located on a small residential circle off of Pine Street. Traffic is minimal. We have adequate driveway parking for visiting guests to park their vehicle.
  - "noise, smoke, fumes, glare or odors generated by the proposed use"
    - There will be no noise, smoke, fumes, glare, or odors. Our House Rules set up through the Airbnb booking language will set expectations such as no smoking or loud music. Guests must agree to these House Rules prior to booking. If a guest breaks a House Rule, even after booking, we as the host have the ability to cancel their reservation. It is our intention to strictly maintain these standards out of respect for neighbors, many of whom we already have close relationships with.
  - "building and site design"
    - There will be no impact in this area as all structures involved are currently existing. No design changes will be made.
  - "the physical characteristics of the subject property"
    - No physical characteristics will be changed from the current design and as such, there will be no impact on the surrounding area.
3. "The proposed use is supported by adequate public facilities and services unless conditions can be established to mitigate adverse impacts to those facilities or services"
  - The proposed Airbnb is equipped with a modern full bathroom and full kitchen.
4. "The traffic generated by the proposed use will not cause the traffic circulation system in the vicinity to deteriorate below the adopted level of service."
  - Traffic generated by the proposed use will be so extremely minimal that there will be no impact on the traffic circulation system. Most guests will only be utilizing one vehicle.
5. "The proposed use complies with the performance standards, parking requirements, height, setback and lot coverage requirements, landscaping standards and other provisions of the Lynden Municipal Code."
  - To the best of my knowledge, all applicable sections of the Lynden Municipal Code are satisfied and not violated in the proposed use of the Airbnb.



6. "There are adequate buffering devices, as specified in the landscape standards, or other topographic characteristics, to protect the adjacent properties from adverse impacts of the proposed use."

- To the best of my knowledge, all applicable sections of the Lynden Municipal Code are satisfied and not violated in the proposed use of the Airbnb.

7. "The proposed use will not destroy or substantially damage any natural, scenic, or historic feature of major importance."

- There will be no changes that would affect any natural, scenic or historic features.

8. "The proposed use is generally consistent with the purposes and objectives of the City Comprehensive Plan and applicable Sub-Area Plan."

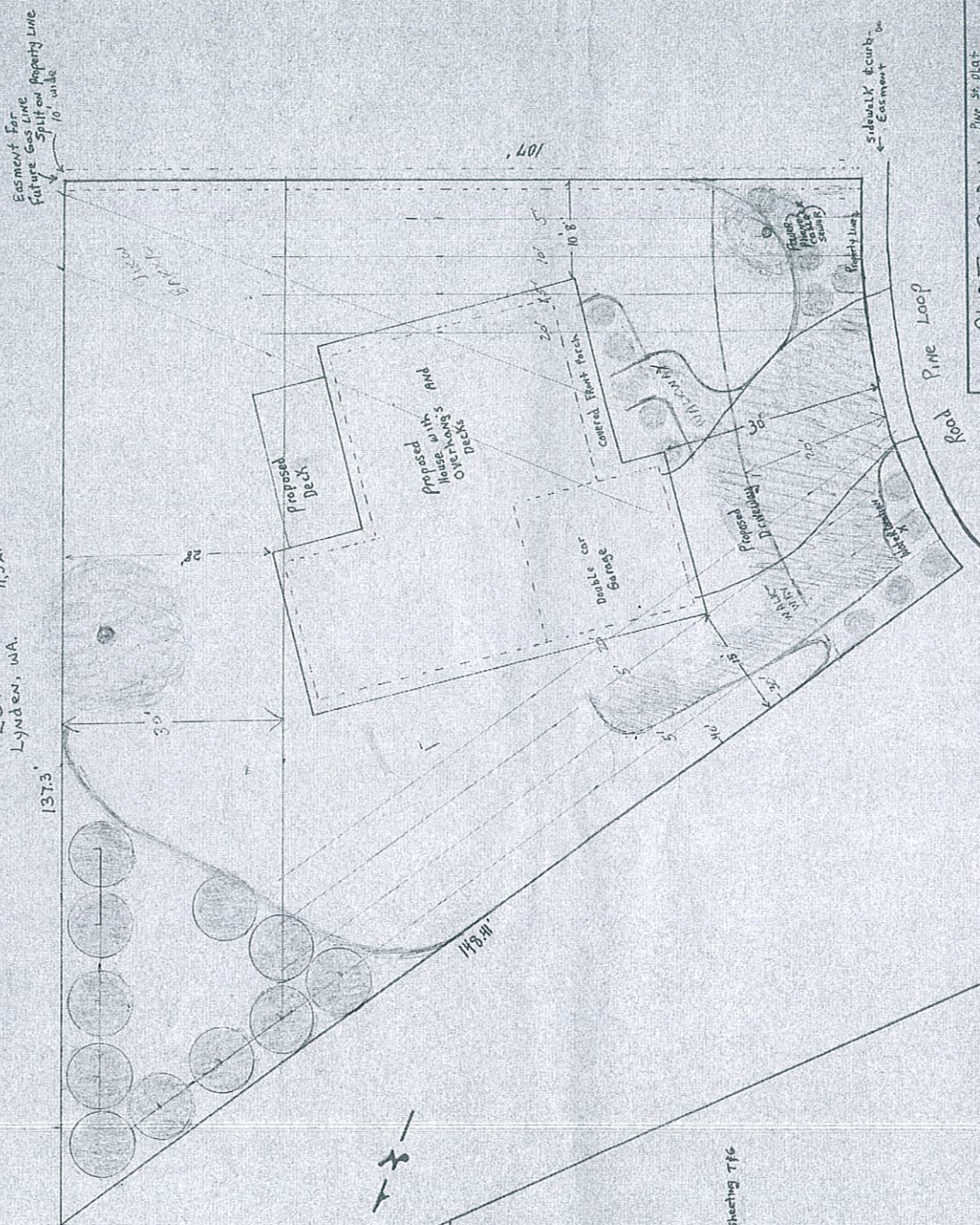
- The proposed use has no impact on the housing element of the City Comprehensive Plan. There would be no residents renting our Airbnb (which would detract from available rentals in the city of Lynden), but rather visitors to the area of Lynden and Whatcom County utilizing our Airbnb as a short-term option. Lynden and Whatcom County is a desirable area to visit with a plethora of attractive elements such as Mt. Baker, the Puget Sound, Mt. Baker-Snoqualmie National Forest, local restaurants, and miles of hiking trails. Our main category of guests will likely be visitors from out of the immediate geographical area on short work or vacation trips. Our intention is to offer an available option for visitors to Whatcom County and Lynden.





CUP Application for Short Term Rental on the Ellis Property: 1808 Pine Circle (side view of home and proposed unit) and surrounding neighborhood.



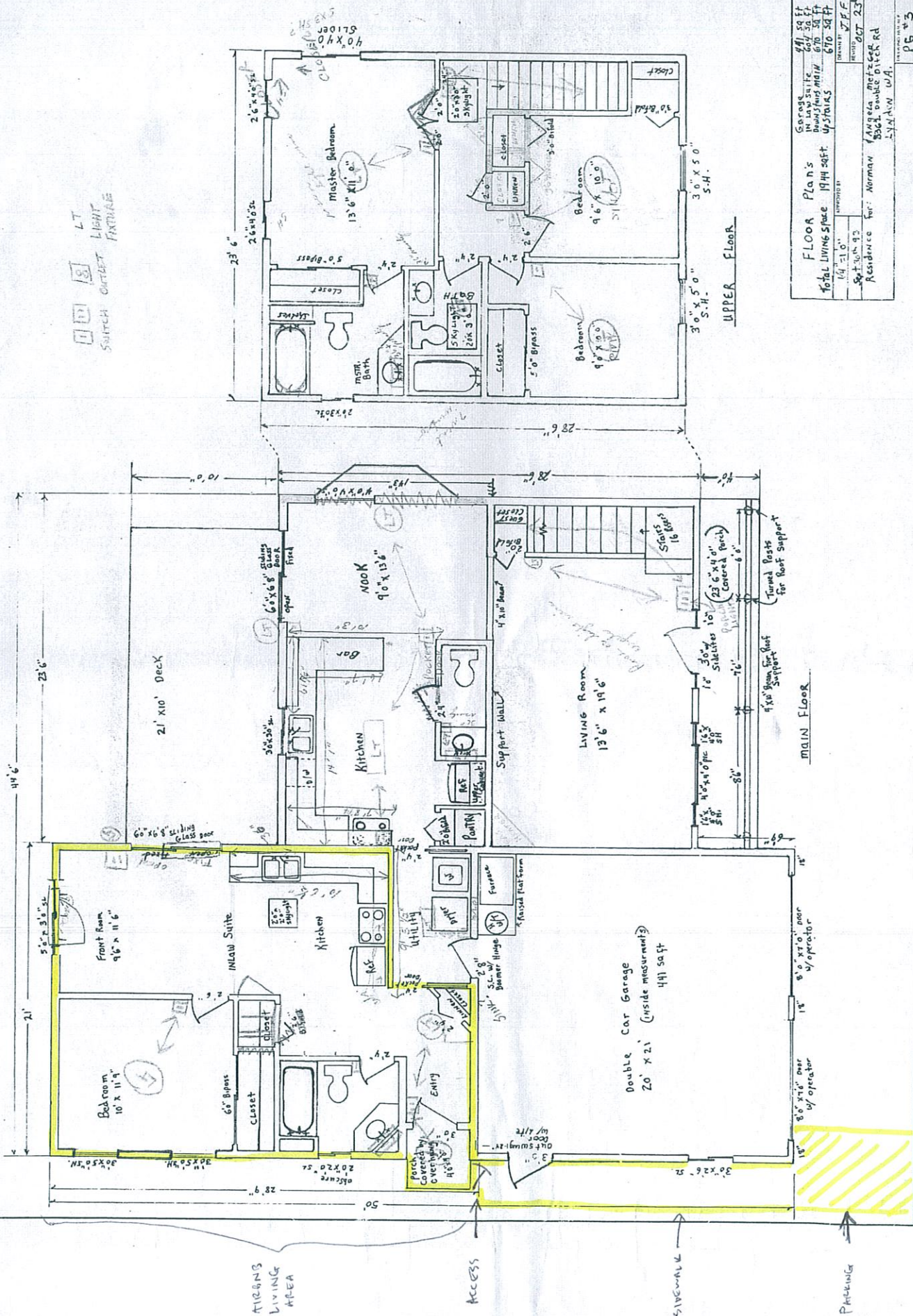


CUTAWAY VIEW

Hand-drawn cross-section diagram of a foundation wall and floor assembly. The diagram shows a foundation wall on the left, a sill sealer at the base, and a floor assembly on the right. The floor assembly consists of a 2x10 floor joist, a 2x4 treated plate, and a 3/4 inch tile flooring. A 6 mil vapor barrier is shown on the exterior side of the wall and under the floor joist. A note indicates "For foundation cutaway see page #2".

[illegible]



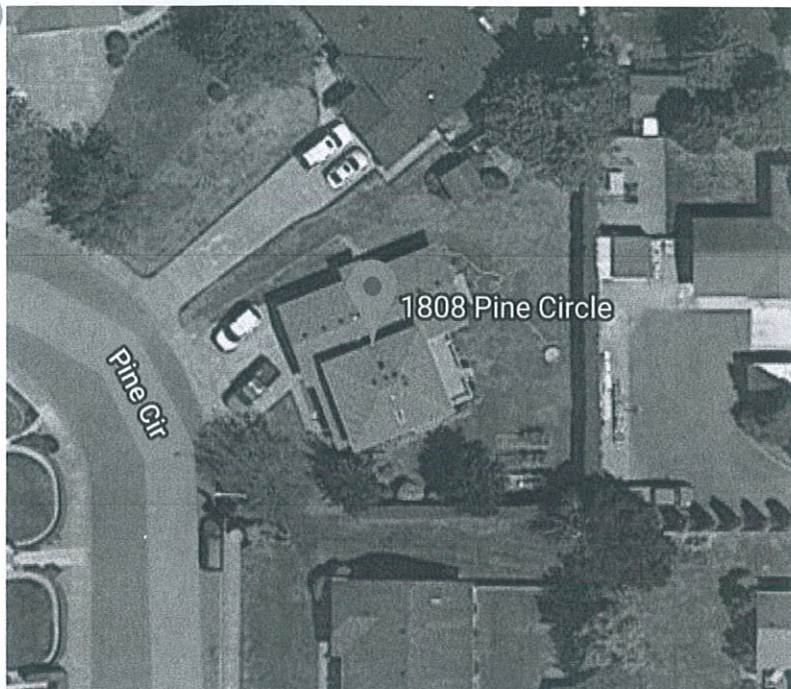






1808 Pine Cir

71



1808 Pine Cir

Lynden, WA 98264



DIRECTIONS



1808 Pine Cir

72



1808 Pine Cir

Lynden, WA 98264



DIRECTIONS



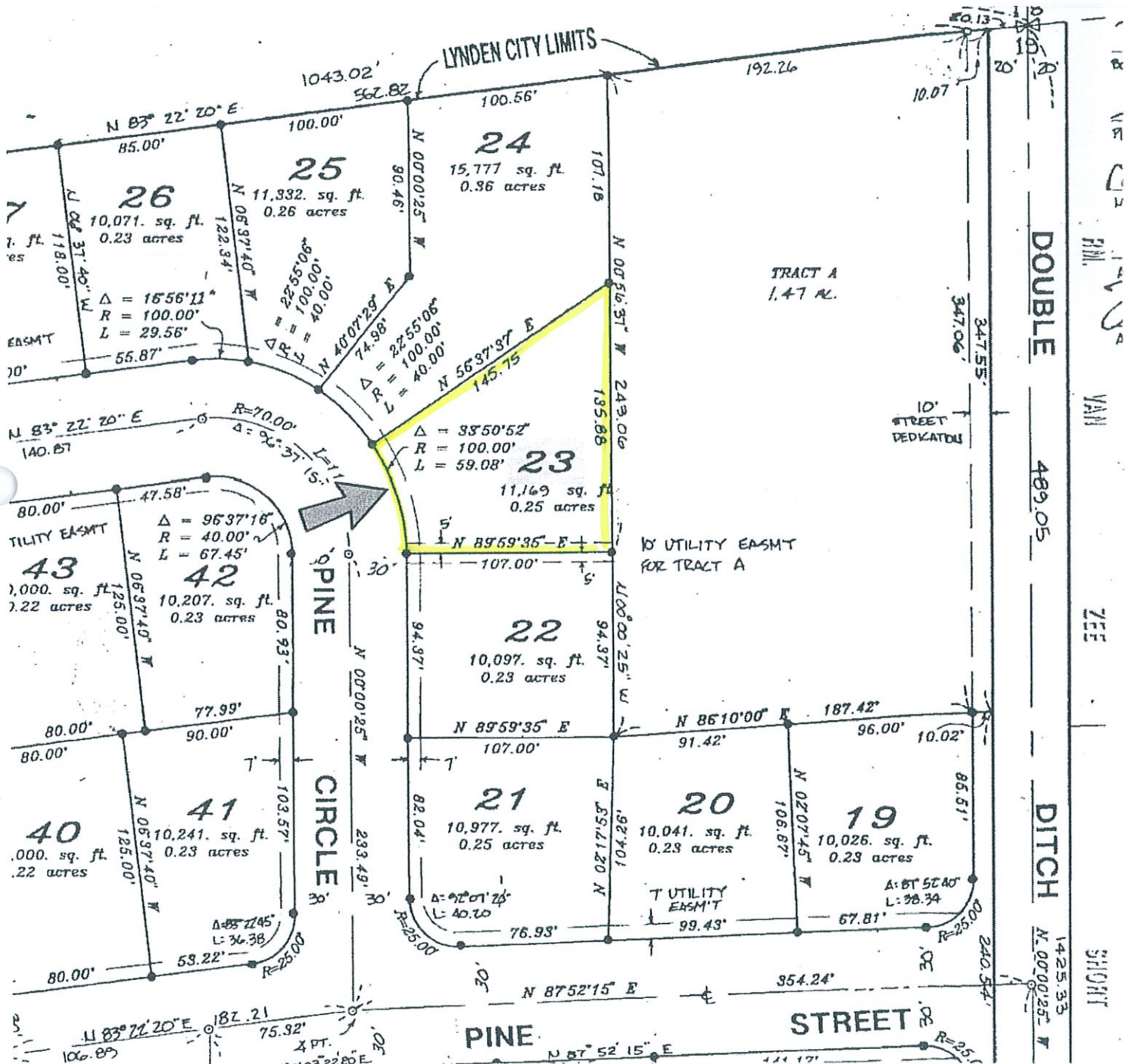
# Whatcom Land Title Company, Inc.

"The Home Owned Company"

2011 Young Street  
Bellingham, Washington 98225  
Phone (360) 676-8484 Toll Free 1-800-334-6314  
Fax (360) 671-0982  
E-mail @whatcomtitle.com  
Website www.whatcomtitle.com

W-125670

73



THIS SKETCH IS FURNISHED FOR INFORMATION PURPOSES ONLY.

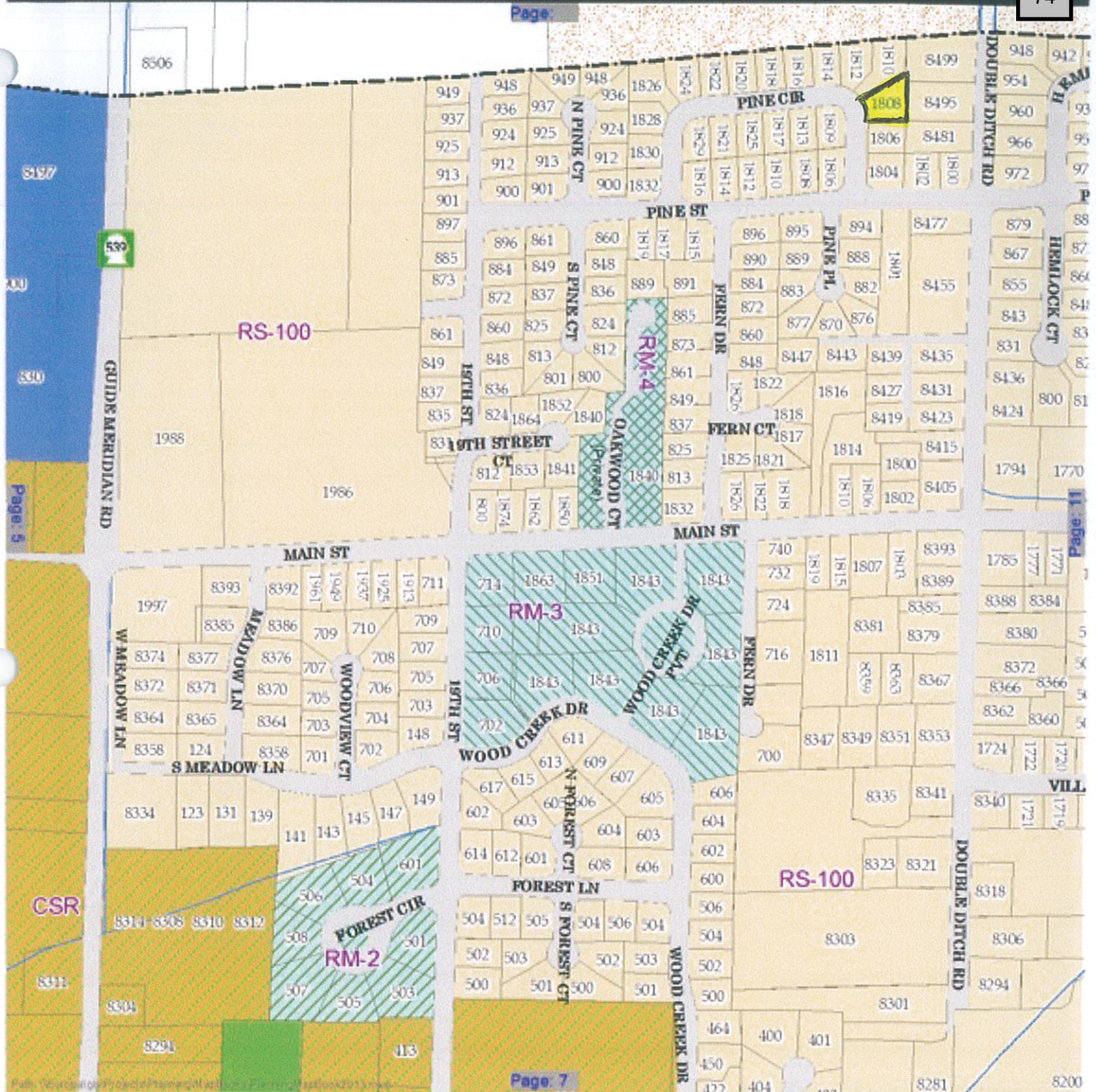
IT DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS, OR EASEMENTS AFFECTING THIS PROPERTY. NO LIABILITY IS ASSUMED FOR VARIATIONS IN DIMENSIONS AND LOCATIONS. THIS SKETCH IS NOT GUARANTEED AS TO ACCURACY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.



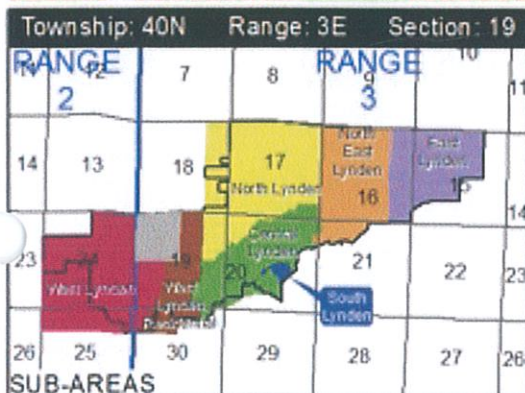
# LYNDEN ZONING

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Page:

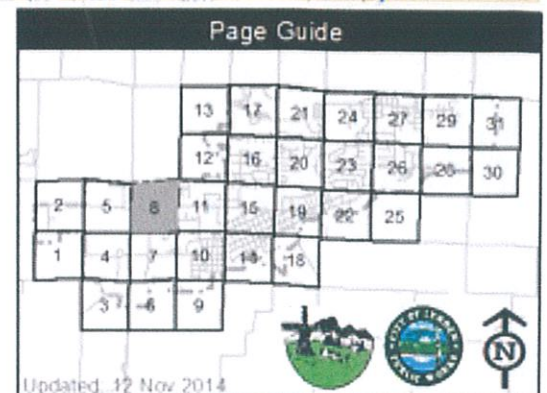


Page: 7



Commercial	Residential	
CSL	MH	RS-100
CSR	RM-1	RS-72
HBD	RM-2	RS-84
IBZ	RM-3	TR-RW
ID	RM-4	Public Lands
	RMD	PU

Page: 8





## LEGAL DESCRIPTION OF PROPERTY

LOT 23, PLAT OF PINE STREET ESTATES, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN VOLUME 18 OF PLATS, PAGES 17 AND 18, RECORDS OF WHATCOM  
COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

NAMES AND ADDRESSES OF ALL PERSONS HOLDING INTEREST IN THE PROPERTY

1. BENJAMIN C. ELLIS - 1808 PINE CIRCLE, LYNDEN WA 98264
2. SUZANNA P. ELLIS - 1808 PINE CIRCLE, LYNDEN WA 98264





# City of Lynden

77

## Critical Areas Checklist

Section: 19 Township: 40<sup>North</sup> Range: 3<sup>East</sup> Parcel Number: 400319 230566 0000 PID 132501

Site Address: 1808 PINE CIRCLE, LYNDEN, WA 98264

Proposed Uses: CONDITIONAL USE PERMIT - AIRBNB

Please answer the following questions concerning Critical Area indicators *located on or within 200-feet of the project area:*

- a. Are you aware of any environmental documentation that has been prepared related to critical areas that includes the subject area? (If yes, please attach a list of document titles).  
☐ Yes ☒ No ☐ Unknown
- b. Are there any surface waters (including year-round and seasonal streams, lakes, ponds, swamps)?  
☐ Yes ☒ No ☐ Unknown
- c. Is there vegetation that is associated with wetlands?  
☐ Yes ☒ No ☐ Unknown
- d. Have any wetlands been identified?  
☐ Yes ☒ No ☐ Unknown
- e. Are there areas where the ground is consistently inundated or saturated with water?  
☐ Yes ☒ No ☐ Unknown
- f. Are there any State or Federally listed sensitive, endangered, or threatened species and habitats?  
☐ Yes ☒ No ☐ Unknown
- g. Are there slopes of 15% or greater?  
☐ Yes ☒ No ☐ Unknown
- h. Is the project located within a Flood Hazard Zone?  
☐ Yes ☐ No ☒ Unknown
- i. Do you know of any landslide hazard areas?  
☐ Yes ☒ No ☐ Unknown

I grant permission to the field inspector to enter the building site to determine the presence or absence of critical areas.

I understand that if the information on this form is later determined to be incorrect, the project or activity may be subject to conditions or denial as necessary to meet the requirements of Chapter 16.16 of the Lynden Critical Areas Ordinance.

Ben Ellis  
Applicant's Signature

07-15-2019  
Date

August 24, 2019

City of Lynden  
Heidi Gudde, Planning Director  
300 4th Street  
Lynden, WA 98264

RE: 1808 Pine Circle- application conditional use permit

Dear Ms. Gudde-

I am writing this letter to oppose the request for a Conditional Use Permit for an Airbnb that Benjamin and Suzanna Ellis have applied for. The majority of the neighbors are also opposed.

This is a neighborhood of five widows and numerous young children from infants to teenagers. The Ellis home is in the middle of homes that have a total of 8 young children with the yards in close proximity to the entrances of their house. I am very concerned for the safety of our neighborhood with unknown people continuously coming and going. We are a caring neighborhood that is always watching out for suspicious activity due to the many young children and single widows.

The parking and traffic is also a big concern. Currently, the Ellis's don't have enough space to park their own four cars so they are always parking in the street in front of other peoples homes and the mail boxes. They have a small frontage lot so it is very congested. Often times the sidewalk is blocked with their vehicles.

I am a concerned citizen that does not feel this neighborhood is suitable for a tourist Airbnb business and will no longer feel safe for the longtime residents here.

Thank you for your consideration.

*Elizabeth A. Skudlarski*  
1809 PINE CIRCLE

August 24, 2019

City of Lynden  
Heidi Gudde, Planning Director  
300 4th Street  
Lynden, WA 98264



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I am a concerned citizen that does not feel this neighborhood is suitable for a tourist Airbnb business and will no longer feel safe for the longtime residents here.

Thank you for your consideration.

*Pamela Clouse*  
*1806 Pine St.*  
*Lynden, WA*  
*360-354-5480*





## PLANNING COMMISSION MEETING MINUTES

7:30 PM September 12, 2019  
City Hall Annex

### 1. CALL TO ORDER

### 2. ROLL CALL

Present: Diane Veltkamp, Gerald Veltkamp, Blair Scott, Lynn Templeton, Tim Faber and Bryan Korthuis

Absent with notice: Brett Kok

Staff Present: Gudde, Planning Director and Samec, City Planner.

### 3. APPROVAL OF MINUTES

#### A. July 11, 2019

Templeton motioned to approve the July 11, 2019, Planning Commission Minutes as submitted. Seconded by Faber and the motion passed 5-0.

#### B. July 25, 2019

Templeton motioned to approve the July 25, 2019, Planning Commission Minutes as submitted. Seconded by Faber and the motion passed 5-0.

### 4. PUBLIC HEARING

#### A. CUP #19-02, Ellis Airbnb, 1808 Pine Circle, Lynden

Chairperson Veltkamp opened the public hearing.

Gudde addressed her memo dated September 6, 2019 and stated that the pending CUP application has been submitted by the Ellis family. The residence is located at 1808 Pine Circle. As shown in the attached floor plan, their home currently includes a living area which is relatively separated from the main home. As such, the applicant is not proposing to make physical changes to the home except for the addition to the existing driveway in order to accommodate parking for the short-term rental. Consistent with code, the property owner is intending to remain onsite when the property is being used as a short-term rental.

The vicinity of the proposed establishment is the Pine Street neighborhood and specifically Pine Circle. Here there are a number of abutting neighbors. Some of these neighbors

have expressed concerns related to the impacts of the short-term rental. As such, staff has noted some potential mitigation which the Planning Commission could consider during the review of this application

Ben Ellis, 1808 Pine Circle, Lynden

Ellis stated that their intention is to offer a hospitable NW experience to the area. Small scale experience so that people do not have to go to Bellingham.

Faber asked if the additional parking stall that Heidi spoke of is already paved? Ellis replied that the Airbnb will utilize the third parking area located within their existing driveway.

The unit contains a full size kitchen, bathroom, one bedroom and a small living area. Ellis anticipates that there will be no more than 3 guests at one time.

Templeton noted that the code allows for two signs. Will you be installing a sign? Ellis replied, no. Ellis does not want to bring commercial attention to the use.

D. Veltkamp addressed the aerial photo that shows the existing driveways and asked if there was room for a third car?

Ellis replied, that if needed, they can street park one of their own vehicles. The Commission asked if there was space to park in front of the home? Ellis replied, due to the curve on the street there is not room directly in front of our home. Most of the time, street parking takes place across the street or further down on Pine Circle.

In Opposition

Pam Clouse, 1806 Pine Street, Lynden

Parking is a very big concern. The Ellis' have a very narrow frontage. They do park 3 cars and often they have to park in front of other people's homes. The street is congested, and traffic is horrendous on Pine. There are several children in the area and she is concerned for safety. There are many widowers who live in the area, we are concerned for strangers that will come and go through the Airbnb. The Airbnb will change the dynamic of the neighborhood. Would hate to see commercial tourism in the neighborhood.

Elizabeth Sturdivant, 1809 Pine Circle

Traffic is an extreme problem on Pine Circle. At times there are as many as 38 cars park on the street. Post office boxes are often blocked by parked cars. There are 4 elderly widowers on the block and safety is a concern. We do not need more activity or people on our street other than those that we know.

James Marr, 1818 Pine Circle, Lynden

Edward is not directly impacted. Would like to thank Ellis for being considerate with his street parking. The real issue is how the mailboxes are located. It takes up at least two

stalls and complicates the situation. Not against the Ellis' having an Airbnb, however, would like to note that the mailbox area in particular is dangerous with regards to traffic and vision.

Gudde stated that the driveway measures 33-feet wide at the narrowest point.

Ellis addressed the concern regarding the mailboxes. Can we look into the possibility of moving the mailboxes to a better location?

Ellis heard the concerns that there are extreme parking issues. Ellis would not agree that it is extreme. Yes, people do park on the street but it is not an extreme problem. Ellis did mention that he is sensitive to the neighbors and when he does park on the street he does his best to park in an area that has tall cedars so that his car is screened from houses.

Ellis stated that yes, there are children in the area. We have 4 of our own and of course we want them to be safe.

Ellis also mention that regarding Airbnb rules, we set the parameters, and the house rules and will police that very closely. We have a family of our own and will not let just anyone come in to our home. I do not intend to set low rates, I will set higher rates to avoid renting to people with low expectations rather we prefer to rent to people with higher standards. We want the area to continue to be safe.

D. Veltkamp asked if the Ellis' were proposing any stay limitations? Ellis replied, I will have to research the specifics on that. Much of the time they will be short stays. A week at the most. In addition, the unit will never be rented out when we are on vacation.

D. Veltkamp stated that the code requires a separate telephone for the unit. Do you have a land line? Ellis stated that they are in the process of setting up the land line.

Gudde addressed the Commission and state that the Lynden code does mention transient accommodations which are set for 2 weeks or less.

D. Veltkamp asked about screening. Ellis replied that there is nothing separating the front yards of our home from 1810 Pine Circle. Ellis has not heard any objections from that neighbor. Happy to have discussion with them if necessary. Gudde stated, if any complaints come from the adjacent neighbor we can look into the concern.

Faber asked if the Home rules would allow use of the backyard. Ellis replied, yes, there is a small back deck that serves the Airbnb.

D. Veltkamp asked if neighbors have windows that look into your backyard? Ellis replied that there is a fence that separates the backyards.

**Scott motioned to close the public hearing. Seconded by G. Veltkamp, and the motion passed 5-0.**

Templeton asks himself, is this zoned appropriately? Yes. Has the applicant followed the process? Yes. Has the criteria been adequately addressed? Yes. Is the applicant in violation of the code? No.

There was discussion regarding the amount of parking required for single family homes, duplex units and accessory dwelling units. It appears as if parking has been met.

D. Veltkamp noted the concerns that were brought up this evening. Parking, traffic and mitigation of the existing neighbors.

The Commission reviewed the 8 criteria outlined in 19.49.020.

Scott stated that a question we should ask is how would you feel if this happened in your neighborhood? Scotts concern would be the security and safety of the neighborhood.

Templeton stated that he may have reservations, however it is legal. Templeton understands the parking concerns. He has neighbors that park on the street, and it somewhat bothers him but it is legal.

Korthuis agrees with Templeton. If the driveway is 30-feet wide, you should be able to park three vehicles in that location, which meets code. The streets are designed to handle the traffic, there is not a huge impact.

Faber, the proposed use is not a whole lot different than what is exiting. The Ellis' have an existing ADU. People who typically use Airbnb are higher quality, on vacation, visiting relatives, not looking for trouble.

The traffic in the area is a problem for everyone, not caused only be the Ellis family.

Faber stated that adequate buffering should be revised after a year to see if there have been any complaints. If the neighbor next door was concerned they had the opportunity to say something.

G. Veltkamp nothing to add.

D. Veltkamp asked, being that the mailbox is not well located, is there anyway it could be relocated? Gudde stated we can look into the process of finding a better location and if it is an option.

Faber asked if that should be a requirement of the Ellis' to look into or the City? Gudde replied that the City should be the one to look into the possibility.

**Faber motioned to recommend approval of the Ellis Airbnb, CUP #19-02, as presented, and further subject to the following condition, that there be a 1-year review in relation to providing screening on the north property line. Seconded by Scott, and the motion passed 5-0.**

## **5. COMMISSIONERS CORNER**

Pepin Creek Update regarding various scenarios under discussion.

Faber and G. Veltkamp will be absent at the October 10, 2019 meeting.

## **6. ADJOURNMENT**

**Motion to adjourn by Scott / Second by Templeton. Meeting adjourned at 9:00 pm.**



# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b><u>Meeting Date:</u></b>	October 21, 2019	
<b><u>Name of Agenda Item:</u></b>	Quarterly Work Plan Update	
<b><u>Section of Agenda:</u></b>	Other Business	
<b><u>Department:</u></b>	Administration (Leadership Team)	
<b><u>Council Committee Review:</u></b>		<b><u>Legal Review:</u></b>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
<b><u>Attachments:</u></b>		
None		
<b><u>Summary Statement:</u></b>		
Council Retreat Action Item: Quarterly update report for Staff Work Plan. If the update report involves handout material, it will be provided at the meeting.		
<b><u>Recommended Action:</u></b>		
No action required.		

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
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## Administration Department

Promote Organizational Excellence	1. Focus on Building Bridges at Lt 2. Identify organization-wide project.	No	Mike	Q1: Used wireless voting device to help select Communication behaviors Q2: Continued work on Behaviors. Q3: Finalized Behaviors associated with Community. Working on Integrity. Discussing the 5 Dysfunctions of the Team.
Solicit formal guidance regarding city growth	1. Advance this question with the Pepin Project. 2. Make part of Council retreat?	No	Mike	Q1: No progress. Perhaps at Council retreat? Q2: No progress. Q3: No progress
Support Peace Health Project	TBD	Yes	Mike	Q1: Peace Health working to find property. Project is a definite “go”. Q2: Contacted hospital several times checking progress. Working on identifying a site. Q3: Peace Health still trying to identify property
Schedule and Convene Huddle	1. Schedule 2. Determine if facilitated. 3. Identify outcomes	Yes	Mike/Vanessa	Q1: Haven’t discussed with LT yet. Q2: Likely to be early fall Q3: Scheduled for Sept. 26 at the Jansen.
Advance electronic agendas for staff and Council.	1. Identify councilmembers 2. Migrate to all Committees	Yes	Pam	Q1: Electronic agenda’s deployed and being used. Q2: Complete
Identify project to advance citywide computer skills in EOC	1. Survey staff. 2. Prepare EOC space	Yes	Mike	Q1: No progress. Q2: This task subsumed by another, below.
Identify “wet water” solution.	1. Identify options. 2. Select best candidate. 3. Being implementation in 2019.	Yes	Mike/Steve	Q1: Hired Chuck Lindsay to identify candidates for surface water retainage. Q2: Identified potential water rights the City might acquire. Working to identify off-channel storage sites in Q3. Q3: Identified several potential sites for off-channel <u>infiltration</u> . This seems very promising. DOE interested.
Support Park/Rec Dist. Bond for Dickinson/Heusinkveld	TBD	Yes	Mike/Electeds	Q1: This now tied in to Glenning St. property. Q2: Glenning St. property purchased. Q3: Monitoring

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
1. Advance \$1.5M legislative request for trail.	2. Coordinate meetings in Olympia. 3. Work with Briahna as she advises.	Yes	Mike	Q1: In process as a Commerce Dept. request. Also in 21 cent transportation budget. Q2: Trail request in Olympia unsuccessful. This item is dead for 2019 Q3: Included in legislative agenda for 2020 session.
4. Purge outdated code.	1. Identify sections to delete. 2. Bring to Council through a committee TBD later.	Yes	Mike	Q1: Bob C. to handle rewrite so they reflect current RCW. Q2: This likely to complete in Q3/Q4. Q3: Pending. Likely advance in late Q4.
5. Advance organization-wide Spring-Cleaning during Earth Day week (April 22).	3. Set week 4. Advertise in advance 5. Solicit suggestions from staff.	Yes	All?	Q1: No progress. Will begin this April 1. Q2: Second Spring Cleanup held. Spring Chicken Feed with staff at Fire Station. This item is complete
6. Implement Drug Testing Policy & Program for Firefighters	1. Review with Fire Chief Billmire. 2. Finalize agreement with drug testing facility for firefighters (per CBA). 3. Implement training and testing with firefighters.	Yes	Vanessa	Q1: Chief Billmire and Vanessa met with Bostec. Confirmed Bostec is set up as a vendor, and we may begin testing right away for the Firefighters per CBA. Q2: On hold until new HR Manager hired. Q3: Manager hired, getting up to speed on other issues. Likely this to be delayed until 2020
7. Stabilize administrative support for Wellness/LEAF committee. 8.	1. Determine administrative support needs from the committee. 2. Prioritize needs and areas for support. 3. Ensure current documents and financial records are up-to-date. 1. Develop/pursue long-term strategy for support.	Yes	Vanessa/Pam	Q1: Pam joined the Wellness committee and is providing administrative support. Committee still defining additional areas for support. Financial records and reporting still needs attention. Q2: Using volunteer requests to support events. Q3: Program seems to be stabilized and functioning well.
9. Identify path forward on Personnel Policies and Procedures. 10.	1. Prioritize policies to be updated. 2. Update one (or a few) at a time. 3. May take multiple years.	No	Vanessa	Q1: Approx. 3-5 policies identified. Q2: No progress. Will assign this to new HR Manager. Q3: No progress. Likely will delay until 2020

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> <i>(Department activities to support City goals and objectives)</i>	<b>Strategies</b> <i>(How to do it)</i>	<b>Done in 2019</b>	<b>Lead</b> <i>(Who is responsible)</i>	<b>Updates &amp; Modifications</b>
11. Develop a draft Strategic Plan to begin Council discussion	TBD	No	Mike	Q1: This item added after Council retreat in April. Q2: Beginning to vet ideas with Leadership Team. Q3: A work in progress. Included as Huddle agenda item.
12. Reestablish Passport Program	Determine what requirements are	yes	Mike	Q2: Convened first meeting to discuss implementation. Q3: Convened second meeting. We will only allow volunteers and have a plan to acknowledge their work. Contacted the State Department for information to begin a Passport Acceptance Facility application.
13. Coordinate and support inaugural council retreat.	1. Select facilitator. 2. Coordinate interview scheduling, facility rental, etc. 3. Provide “day of” support to facilitator. Manage/coordinate post-retreat debrief and next steps.	Yes	Vanessa	Q1: Facilitator identified; retreat scheduled for April 18; interviews conducted with LT and individual council members. Q2: Conducted retreat. Tangible Outcome circulated 3 times to council/mayor/staff. Q3: Will discuss this with Council in Q4.
14. Implement Text Archiving	1. Receive leadership approval 2. Send contract for legal review 3. Send to committee 4. Send to council	Yes	Nic	Q1: Leadership has approved, and the documents have been reviewed by the city attorneys. Q1: Council Approval was given on April 15 <sup>th</sup> and the contract was signed by the Mayor. Q2: A test rollout of 3 users has been started, and we should be able to go live by the end of August. Q3-Q4: Text archiving is being rolled out as phones are being replaced. A quarter of the city’s phones have text archiving enabled.
15. Implement Mobile Device Management Solution	1. Setup device infrastructure 2. Recall existing phones and tablets 3. Setup all Police laptops and phones	Yes	Nic	Q1: Account Setup completed 3/5/2019 Q2: 21 of 80 devices are enrolled in the MDM. 6/11/2019 Q3: Completed (9/25/2019)

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
16. Implement Security Awareness Training	<ol style="list-style-type: none"> <li>1. Run baseline phishing campaign</li> <li>2. Notify users of security training</li> <li>3. Complete first training campaign</li> <li>4. Complete first phishing campaign</li> </ol>	Yes	Nic	<p>Q1: Baseline was completed with 20% of users clicking on the simulated phishing email</p> <p>Q1: All users have completed the security awareness training</p> <p>Q2: Ongoing security awareness training has been configured, and all new employees are now setup to take the training within 30 days of starting automatically.</p> <p>(COMPLETED)</p>
17. Implement Peer to Peer encryption between Police and City Hall	<ol style="list-style-type: none"> <li>1. Research best solution to provide highspeed encryption</li> <li>2. Propose to leadership for purchase.</li> <li>3. Implement</li> </ol>	Yes	Nic	<p>Q1: Research completed. Waiting on quotes for different options.</p> <p>Q2: On hold for additional quote.</p> <p>Q3: Additional research time is needed after seeing all quote options. The quotes have come in way above normal budgeted amounts.</p>
18. Implement Two Factor Authentication for police 19. and police vendors	<ol style="list-style-type: none"> <li>1. Trial Two factor authentication solutions</li> <li>2. Test in officer vehicles</li> <li>3. Purchase and implement</li> </ol>	Yes	Nic	<p>Q1: Trial and testing is completed</p> <p>Q2: 12 of 14 users have been configured and trained. We are holding until two more monitor's arrive in June.</p> <p>Q3: Completed (9/25/2019)</p>
20. Continue working on EOC networking configuration	<ol style="list-style-type: none"> <li>1. Allocate old computers to EOC</li> <li>2. Terminate all connections to punch panel in rack</li> <li>3. Purchase switching for each desk</li> </ol>	No	Nic	<p>Q1: Desk connections have been terminated.</p> <p>Q2: Workstations have been allocated and temporarily placed.</p> <p>Q3: On hold until new IT staff member joins.</p>
21. Replacement computers	<ol style="list-style-type: none"> <li>1. Purchase</li> <li>2. Image</li> <li>3. Schedule with individual computer installs with users</li> </ol>	Yes	Laurie	<p>Q1: 15 Workstations and 11 laptops purchased</p> <p>Q2: 3 workstations and 11 laptops deployed</p> <p>Q3: On hold until new IT staff member joins.</p>
22. Longarm Conversion	<ol style="list-style-type: none"> <li>1.</li> </ol>	Yes	Nic	<p>Q1: Go Live! 01/10/2019</p> <p>Q1-Q4: Deal with ongoing conversion glitches and bugs.</p> <p>Update: Bugs are down to a minimum as of 07/2019. Longarm still requires 4-8 hours of work a month.</p> <p>Update 2: The new Longarm reporting module for federal/state crime reporting has been implemented, and we are also going to implement a disclosures module.</p>

End - Administration Department

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
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<b>Finance Department</b>				
Financial Software Conversion	<ol style="list-style-type: none"> <li>1. Sign Final Contract</li> <li>2. Schedule kickoff and conversion timetable; coordinate with the other departments</li> <li>3. Initiate training cycle</li> </ol>	No	Anthony	<p>Q1: Set for February conversion start did not happen but, did start conversion in March. Timeline for conversion completed set for October 2019.</p> <p>Q2: Initial data submittals complete. Project on track, system still on schedule to go live in October 2019.</p> <p>Q3: Started phase two with the systems analysts. Training will probably be mid-January with go live date estimated in late January 2020.</p>
Continue Budget process re-structure using best available practices	<ol style="list-style-type: none"> <li>1. Outline further improvements to the budget process from last years after action report</li> <li>2. Communicate with leadership new process</li> </ol>	Yes	Anthony/Stacy	<p>Q1: Some improvements have been implemented while further work is needed. The Budget calendar has been revised to reflect some scheduling improvements.</p> <p>Q2: 2020 Budget on schedule. Process improvement revisions have been implemented.</p> <p>Q3: New process was implemented in 2019. Will do an after action assessment once the Budget is completed.</p>
Improve performance reporting	<ol style="list-style-type: none"> <li>1. Improve forward looking forecast and deep dive analysis</li> <li>2. Incorporate reporting from new software</li> </ol>	Yes	Anthony	<p>Q1: Some reporting improvements have been implemented and the feedback from the Council has been very positive. Departmental reporting and the deep dive analytics we are moving towards will not be ready until the new software is implemented.</p> <p>Q2: Ad hoc informational reporting has been incorporated into our process.</p> <p>Q3: Additional Department of Revenue reporting has been added.</p>
Re-structure Capital Asset tracking and metrics	<ol style="list-style-type: none"> <li>1. Improved asset tracking spreadsheet</li> <li>2. Improve replacement budgeting process</li> </ol>	Yes	Anthony/Stacy	<p>Q1: No progress, new software has priority. Re-scheduled for 2Q.</p> <p>Q2: Modified Capital Asset sheets used for the 2020 Budget and will be the baseline for developing a true Strategic Plan.</p> <p>Q3: Capital Asset sheet was used in the formulating the 2019 Budget. Further changes will be made once the new software is in place.</p>
Initiate Policy Review and Rewrite	<ol style="list-style-type: none"> <li>1. Review and prioritization of rewrites</li> </ol>	No	Anthony/Linde	<p>Q1: Procurement and credit card policies already identified as priorities. Travel policy has been re-written and the Resolution updating the policy goes to Council April 15<sup>th</sup>.</p> <p>Q2: Travel Policy was approved by Council and per diem rates updated. Procurement Policy is a work in progress, Credit Card Policy re-write near completion.</p> <p>Q3: Further re-write was needed in the procurement policy, near 90% completed. SAO was satisfied with our progress.</p>

## City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
Continued training and professional development within the department	<ol style="list-style-type: none"> <li>1. Encourage and continue professional training</li> <li>2. Knowledge share and cross training development</li> </ol>	No	All	<p>Q1: Registered for first training classes in February. Entire department completed the SAO's "BARS Cash Basis" training and IT's "KnowBe4" cybersecurity training.</p> <p>Q2: Remainder of the training time and resources in 2019 will be focused on the new software along with our processes around the system. Further cross training once the new system is in place.</p> <p>Q3: All 2019 training is complete. More cross-training for proper back up duties is still required and will continue into 2020.</p>

End - Finance Department

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
<b>Fire Department</b>				
Maintain department stability	1. Monitor need for AC position vs staffing with floater and impact on OT	Ongoing	Mark	Q1: Monitoring time in meetings, office, training, Duty Officer, personal time. – what's not getting done?  Q2: Reviewed AC job description, discussed recruitment process/timing with Mike. Q3: Job description and announcement finalized, met with Kara Turner to discuss details/timeline, job posted on 9/3.
Formalize leadership role in emergency preparedness	1. The Fire Chief to all DEM meetings  2. Take over any training/plans/scenarios for emergencies.	Ongoing	Mark	Q1: Attended WC LEPC meeting, participated in emergency declaration after action, reviewed all alerts from WC EM.  Q2: No action Q3: Updated AlertSense list for new employees – plan for Oct exercise.
Assess and determine needs for City EOC, equipment, resources, logistics, staffing	1. Visit other EOC's of similar size cities, collect information regarding their process & timeline for implementation	Ongoing	Mark	Q1: Did walkthrough of WC EOC during recent Mass Casualty tabletop.  Q2: No action Q3: No action
Recruit Volunteers	1. Review volunteer program regarding certs, training, staffing, use, pay – explore part-time vs volunteer to improve recruitment and retention	Ongoing	Mark/Officers	Q1: Reviewed participation via timesheets following recent staffing decision changes – OT went down and Vol hours went up.  Q2: Made additional changes to FT scheduling system to increase opportunities for volunteers. Added three new volunteers to ranks, will begin new recruit program in the near future – 13 applications. Q3: Brought on 2 new recruits, 1 has FF & EMT needs HM, other began recruit academy 9/7. Have one FF who worked during Fair has filled out application – I believe would make a good PT employee.



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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
Public Safety/Education classes, tours, training	<ol style="list-style-type: none"> <li>Community CPR classes</li> <li>Station tours</li> <li>Extinguisher classes</li> <li>School programs</li> </ol>	Ongoing	Chief	<p>Q1: Held first community CPR class on 2/6, had 8 students. Have 10 signed up for 4/3 class.</p> <p>Q2: Held 2<sup>nd</sup> &amp; 3<sup>rd</sup> community CPR class, multiple station tours, conducted fire alarm evacuation drill.</p> <p>Q3: Held 3<sup>rd</sup> community CPR/1<sup>st</sup> Aid class, numerous station tours scheduled for Sept, have requests for two fire safety presentation, HS STEM/Career invite.</p>
Fire Prevention Inspection program	<ol style="list-style-type: none"> <li>Expand inspection program to include duty crews for pre-identified occupancies</li> </ol>	Ongoing	Mark/Officers/FM crews	<p>Q1: List created of top 12 businesses, crews will begin walkthroughs beginning in April.</p> <p>Q2: Ongoing business inspections, will follow-up on crew inspections.</p> <p>Q3: Ongoing business inspections, crews are doing walkthroughs of high-risk buildings.</p>
Develop Department Leadership	<ol style="list-style-type: none"> <li>Determine viable succession plan to include training recommendations, education, mentoring, delegation, update job descriptions</li> </ol>	Ongoing	Mark/Training Officer	<p>Q1: Continue to push out officer training opportunities, officer meetings, leadership topics.</p> <p>Q2: Have incorporated leadership topic/discussion into officers' meetings. Have recommended classes and posted announcements for classes. Reviewed AC job description.</p> <p>Q3: Officer meeting leadership topics, multiple training opportunities posted, protected class/discrimination discussion regarding Kate's return.</p>
Develop a plan to cover the east part of Lynden	<ol style="list-style-type: none"> <li>Look at covering East Lynden, manning Northwood Station career/volunteers, 5<sup>th</sup> ALS unit location, review call volume data for viability, possible mutual aid agreement</li> </ol>	Ongoing	Mark/Officers	<p>Q1: Had discussion with NWFR regarding station 72, continue to review mutual aid data for that area.</p> <p>Q2: Discussed possible joint staffing solutions with Chief Noonchester. Attended two meetings discussing joint Paramedic participation program.</p> <p>Q3: District 21 sending two personnel to paramedic class – will monitor viability for LFD to participate. Multiple large incident auto-aid calls in recent months have tested our ability to cover calls – will discuss at next ops chiefs meeting.</p>

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in</b> 2019	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
Develop a plan on replacing apparatus and how to pay for it.	1. 10 to 20-year replacement. Spread sheet. Ladder truck a priority, look for funding options – grants, impact fees, lease options	Ongoing	Mark/Officers	Q1: Reviewed 2016 comprehensive plan and previous spreadsheet for current replacement schedule. Q2: Started the capital plan for this upcoming budget cycle, will update as needed. Q3: Completed capital plan for 2020 budget, Sandi successful for \$57,000 AFG for exhaust system. Began research into leasing fire apparatus and command vehicles.
Fire Station needs analysis	1. Analysis of current station layout/logistics for apparatus, locker room, sleeping quarters, kitchen, offices, storage, parking	Ongoing	All FD personnel	Q1: Have had discussions with crews/Sandi regarding layout, needs. possible changes. Q2: Had discussion with Mike and Mayor of possible solutions. Met with Tim Faber to discuss cost/steps of having a formal bid drawn up for possible station remodel. Q3: Second meeting with Tim Faber, did walkthrough of District 1 station 82, have 3 <sup>rd</sup> meeting to discuss proposal on 9/25.
Image Trend implementation and data transfer	1. Work with WC EMS and City IT to manage switchover from Emergency Reporting to Image Trend. Determine need to retain Emergency Reporting	2019	Mark/Sandi/IT	Q1: Had second implementation meeting with Jeremy, Sandi is working with him to enter employee info into system. Q2: Jeremy conducted multiple training sessions with crews, next step is to set a go-live date for implementation. Q3: Successful switch from ER to ImageTrend, currently working out bugs, crews have handled the switch well.
Monthly Report	1. Analyze alternative means of collecting run data – CAD, Emergency Reporting, Image Trend, to reduce or eliminate manual entry	2019	Mark/Sandi	Q1: Expanded reports used for monthly report – graphs for time of day and day of week. Q2: New reports used to analyze run times, available time, overlapping calls, training, and inspections. Q3: Getting familiar with ImageTrend report capabilities, not as intuitive but greater potential, especially if/when they add the mapping module.
File reorganization	1. Organize and purge old computer files on G Drive	2019	Mark/Sandi/Crews	Q1: Started, personnel contacted to begin deleting old files. Q2: All personnel directed to continue purging old, outdated files. Q3: No action

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AlertSense exercise	1. Conduct 2 AlertSense simulations	2019	Mark	Q1: Used AlertSense during last month's snow events. Q2: No action Q3 Updated list with new employees, next exercise in Oct.

End - Fire Department

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
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<b>Parks Department</b>				
YMCA pool resurface project/Funding from Rec. District	1. Keep Rec. District involved in funding	Yes	Vern	Q1 Rec. District still committed to participating Q2 Project scheduled for July Q3- Completed
Develop a plan for the Benson park property	1. Develop a plan and timeline for development of Benson Park	No	Vern	Q1- No progress Q2- No progress; but hoping to at least get a base line idea by the end of the year Q3 No progress
Tennis Court upgrades	1. Finalize a yes or no on continuing use of courts	Yes	Vern	Q1. Still waiting to hear from the Middle School on whether theirs will be open to the public  Q2 Will be requesting direction from Parks Committee on how or if to proceed Q3 No progress
Park & Trail Master Plan	1. Work with planning on finalizing the Parks & Trail Master Plan in 2019	Yes	Vern, Dave, Heidi	Q1 Survey completed by Dave Q2 No action this quarter Q3 Will be working with Planning to restart the process
Determine the viability of light upgrades for the ballfields	1. Continue investigating possibilities for upgrades to field lighting	No	Vern & Robert	Q1 No further progress Q2 Ditto Q3 No progress
Develop the Aaron Drive park property	1. Install sports court and picnic tables, and benches	Yes	Vern	Q1 Will be getting estimates for the sports court this spring Q2 Benches installed Q3 will be ordering picnic tables
Berthusen Park upgrades Barn lighting and entry & Replace first Restroom	1. Install new lighting and an entry door to the barn. 2. Replace first restroom	Yes	Vern	Q1 New lights installed. Door to be installed this spring Q2 Working with PW to complete the restrooms in the fall & a Boy Scout will be using the door project as his Eagle Scout project Q3 Restrooms will be pushed back to spring of 2020
Begin process of succession for Parks Director	1. Develop a plan for succession	No	Vern/Mike	Q1 No progress Q2 Ditto Q3 Ditto

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Install retaining wall at the New Middle School trail	1. Complete installation of retaining wall at New Middle School trail	No	Vern/Mark	Q1 Scheduled for completion this spring Q2 About ¾ complete Q3 Completed
Trail Maintenance/Rebuild	1. Develop a plan and process for maintaining and rebuilding sections of existing trails	Yes	Vern & PW	Q1 No progress or plans yet Q2 Ditto Q3 Meeting with PW staff to determine next steps
Trail Planning extensions	1. Begin discussion on which sections to be extended next and plan for future extensions to the trail	Yes	Vern & Planning	Q1 Had initial meeting on future trail extensions Q2 Initial preliminary trail plan developed with Planning Q3 Updating the trail map as we go
Dickinson Property Planning	1. Develop the plan for future development of the park portion of the property	Yes	Vern &	Q1 Waiting on determination of usage by Dept. of Ecology Q2 Ditto Q3 Still waiting
Rec District Bond 2019	1. Work with the District to forward their plan for a bond issue to completion	Yes	Vern	Q1 Final decision to have a bond issue for 3 mil. Starting to work on forming a promotions committee. Q2 District approved resolution to add bond to the ballot in November Q3 Working with the district and promotion committee on promoting the bond
Rotary Project	Working with a committee to implement the plans to install climbing rocks, basketball courts etc. at Bender	?	Rotary committee	Q2 Fund raising a great success so far. Waiting to have permits approved. Q3 Beginning construction in Sept.
Park Security	Discussion and planning on how best to provide security at our parks	Yes	Vern/Robert P	Q3 Met with various individuals and getting quotes on lighting, cameras etc. Also looking at having a city ordinance relating to park hours.
BMX pump track	Considering adding a pump track at Bender	NO	Vern/	Q3 preliminary discussion on feasibility, location, and outside funding

End - Parks Department

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## Planning Department

Added in Q3: Create a Fee Addendum to review / increase / add Land Use Application Fees	<ol style="list-style-type: none"> <li>1. Draft Fee Addendum</li> <li>2. Create comparison review of similar Cities</li> <li>3. Add to 2020 Budget Draft</li> <li>4. Bring to CDC</li> <li>5. Approved within the 2020 Budget process</li> </ol>	Yes	Heidi	Q3: Addendum drafted. Comparisons completed. CDC agenda item for 8-28-19.
Added in Q2: 2020 Update to Shoreline Master Program (SMP) and DOE approval of a 'modern' City SMP	<ol style="list-style-type: none"> <li>1. Identify 2020 updates</li> <li>2. Review with DOE</li> <li>3. Open House re updates</li> <li>4. Joint public hearing with City and DOE – PC recommendation of an initial determination</li> <li>5. Local DOE approval of initial determination</li> <li>6. Dept of Commerce review completed</li> <li>7. City Council approval</li> <li>8. Regional DOE approval</li> </ol>	Yes	Heidi, Dave	Q2: Updates identified. DOE review. Q3: Open House re SMP updates held on 7-11-19. Joint public hearing held on 7-25-19. Local DOE approval of initial determination issued on 7-30-19. DOC comment period scheduled to end 8-20-19. SMP scheduled for 9-3-19 Council meeting.
Process: Create Hearing Examiner process	<ol style="list-style-type: none"> <li>1. Redline relevant code sections</li> <li>2. Research other jurisdictions</li> <li>3. Take to CDC</li> <li>4. Create and advertise a RFP</li> <li>5. Seek approval for code revisions</li> <li>6. Select hearing examiner</li> </ol>	Yes	Heidi	2018: Workshopped with Planning Commission. Returned to CDC with legal input. Edits not yet completed. Q1: Dusted off document. Legal clarification from BC re process. Q2: No progress.



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Pepin Creek: Zoning Standards and Design Standards	<ol style="list-style-type: none"> <li>1. Zoning code and design standards drafted</li> <li>2. Workshops and feedback collected.</li> <li>3. Adoption process.</li> </ol>	Yes	Heidi	Q1: Completed! Zoning standards adopted 1-24-19. City-wide Residential Design Standards adopted 3-4-19.
Pepin Creek: Subarea Plan, Flood Hazard Overlay, and Subarea Plan	<ol style="list-style-type: none"> <li>1. Identify zoning and density targets for NW UGA</li> <li>2. Public participation.</li> <li>3. Environmental Review</li> <li>4. Subarea plan Completion (land use)</li> <li>5. Financial Plan Completion</li> <li>6. Extend Moratorium</li> <li>7. Transportation Plan Completion</li> <li>8. Design Standards Completion</li> <li>9. Lift Moratorium with Conditions</li> </ol>	Yes	Heidi	<p>Q1: Zoning targets identified in 2018. Daft released 9-12-18. Moratorium extended until Sept 2019. Unit potential recalculated after zoning category changes. Zoning layout and circulation workshopped and discussed in more detail.</p> <p>Q2: Sub-Area plan document remains in draft form until financial mitigation study reaches completion. Transportation network revisited as creek realignment engineering is studied. Flood Hazard Overlay brought to 6-20-19 open house.</p>
Pepin Creek: Financial Mitigation Study	<ol style="list-style-type: none"> <li>1. RFP and Selection process for consultant</li> <li>2. Budget and scope negotiations</li> <li>3. Study process</li> <li>4. Adopt findings</li> <li>5. Lift Moratorium</li> <li>6. Implement SEPA fees</li> <li>7. Implementation of LID</li> </ol>	No	Heidi	<p>Q1: Consultant selected. Budget and scope completed. Contract agreement with Berk Consulting signed. Kick-off meeting scheduled for April 3.</p> <p>Q2: Scope of SEPA mitigation and LID studies defined. Area of proposed benefit identified. Cost estimates received from engineering team 6-10-19.</p>

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
Downtown: Address sidewalk encroachments, outdoor dining, merchandise display.	<ol style="list-style-type: none"> <li>1. Create Outdoor Dining Permit process</li> <li>2. Revise code to address current sidewalk use / needs.</li> <li>3. Advance 4<sup>th</sup> Street design concepts</li> <li>4. Identify funding sources (grants)</li> </ol>	Yes	Heidi	<p>Q1: Code revisions drafted in 2018. No progress in Q1.</p> <p>Q2: Met with DBA representatives about bike rack installation.</p>
Revise the South HBD plan	<ol style="list-style-type: none"> <li>1. Review existing plan</li> <li>2. Confirm Policy Guiding Development</li> <li>3. Stakeholder meetings</li> <li>4. Identify incremental steps</li> </ol>	Yes	Heidi	<p>Q1: No progress.</p> <p>Q2: Currently no pending applications in this area. South HBD plan revision put on hold.</p>
Update the Park and Trails Masterplan	<ol style="list-style-type: none"> <li>1. Conduct review of existing plan</li> <li>2. Public surveys and stakeholder participation</li> <li>3. Draft plan</li> <li>4. Stakeholder review</li> <li>5. Public participation</li> <li>6. Committee review</li> <li>7. Adoption</li> </ol>	No	Heidi	<p>Q1: Review of existing plan completed. Online public survey completed with 1,000+ responses. Focus group on trails met. New trails plan completed.</p> <p>Q2: Developed draft outline of the plan document and began drafting content.</p>
Create Impact Fee Deferral Program (and shift TIF responsibility to Public Works)	<ol style="list-style-type: none"> <li>1. Finalize changes to Title 3</li> <li>2. Coordinate with PW as needed.</li> <li>3. Bring to Committee</li> <li>4. Legal review</li> <li>5. Council Adoption</li> </ol>	Yes	Heidi	<p>Q1: No progress.</p> <p>Q2:</p>

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Code Update: Short Term Rentals	<ol style="list-style-type: none"> <li>1. Draft code update related to STR's</li> <li>2. Legal review</li> <li>3. Bring to CDC</li> <li>4. Public participation</li> <li>5. Bring to PC</li> <li>6. Bring to Council for adoption</li> </ol>	No	Heidi	<p>Q1: No progress</p> <p>Q2: No progress. Move to 2020 workplan.</p>
Participate in Buildable Land Program	<ol style="list-style-type: none"> <li>1. Meet with Planners Group and the County consultant</li> <li>2. Develop strategy to collect data</li> <li>3. Collect, format, and submit data as required by July 2019.</li> </ol>	Yes	Heidi	<p>Q1: Met with Community Attributes, Inc (the consultant for the County) for kick-off meeting, interviews regarding Lynden issues, and interview results meeting. Next meeting scheduled for May.</p> <p>Q2: Monthly meetings with Whatcom County planners. Methodology document drafted. Data collection tools created. Concepts for continued assistance from CAI floated among planners. Plat area requirements implemented in platting process.</p>

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
Develop Historic Preservation Printed Materials (with grant funding)	<ol style="list-style-type: none"> <li>1. Hire a consultant</li> <li>2. Develop materials</li> <li>3. Vet with the Lynden Historic Preservation Commission (LHPC)</li> <li>4. Review product draft with CDC</li> <li>5. Revise as needed</li> <li>6. Print</li> <li>7. Request reimbursement</li> </ol>	Yes	Heidi / Dave	<p>Q1: RFP published. Resulted in one proposal from the previous Historic Pres. consultant, Northwest Vernacular. Contract signed.</p> <p>Q2: Northwest Vernacular met with LHPC for strategy session. Draft language developed for materials. Meeting planned for July to discuss draft with LHPC.</p>
Census 2020	<ol style="list-style-type: none"> <li>1. Get up to speed with responsibilities</li> <li>2. Participate in New Construction Program</li> <li>3. Assign and delegate as needed</li> </ol>	No	Heidi	<p>Q1: Regional kick-off meeting planned for May 1.</p> <p>Q2: Attended May 1<sup>st</sup> kick off. Registered the City for Census Bureau's New Construction Program.</p>

End - Planning Department

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
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## Police Department

Active Threat Updates – Annual Training and System Testing	<ol style="list-style-type: none"> <li>1. Determine type of threat</li> <li>2. Establish timeline for dept. training and system testing</li> <li>3. Interact &amp; train with all City Departments, Municipal Court, City Council.</li> </ol>	Ongoing	Lt. Bos Sgt. Martin Sgt. Beld	<p>Q1: L. T. determined threat subject matter as “Active Shooter.”</p> <p>Q2: Plan and schedule panic buttons in City offices</p>
Finalize frequency usage with WhatComm and NW Communications	<ol style="list-style-type: none"> <li>1. Countywide agency collaboration on jurisdiction of frequency usage</li> <li>2. Program radios</li> <li>3. Implement plan</li> </ol>	yes	Chief Lt. Bos	<p>Q1: Still pending. WCSO approved 3 mo. extension for low band. Awaiting info from NW Communications for repeater equipment update at Sumas Mt.</p> <p>Q2: WCSO has opened the crossband repeater. Confirm frequency and program radios.</p>
Broaden Community Relations (lower crime rate)	<ol style="list-style-type: none"> <li>1. Meet with schools for education/PR opportunities</li> <li>2. Increase communications regarding threat assessment</li> <li>3. Work on annual table top exercise</li> </ol>	Ongoing	Chief Lt. Bos	<p>Q1: Two Mtgs completed. PD personnel now with prox. card access for all LC and Lynden schools. First of many mini table top exercises completed 3-19-19.</p> <p>Lynden Watch Program – 1<sup>st</sup> mtg with interested citizens completed April 10</p> <p>Q2: Continue implementing program and add \$10,000 in 2020 budget.</p>
Pursue Operation Stonegarden 2017 & 2018 Grants	<ol style="list-style-type: none"> <li>1. Use overtime allocations to promote BP Mission</li> <li>2. Application of 2019 grant</li> <li>3. Meet with USBP, WCSO, and other LE agencies to establish allocations</li> <li>4. Complete Sub-recipient agreement, and obtain Mayor’s signature</li> </ol>	Ongoing	Chief Lt. Bos Holly	<p>Q1: Border Patrol County Wide Ops planning completed 3-6-19.</p> <p>Q2: Workshop completed on April 23<sup>rd</sup> for 2019 Grant preparation. Begin to schedule shifts to use 2017 funding.</p>



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Re-establish Bicycle Patrol	<ol style="list-style-type: none"> <li>1. Solicit Volunteers</li> <li>2. Purchase Officer Equipment</li> <li>3. Upgrade Bicycle Equipment</li> </ol>	yes	Sgt. Martin Lt. Bos	<p>Q1: Sergeants soliciting interest from officers for coordinator.</p> <p>Q2: Officer Fiksdal identified as potential new coordinator.</p>
Evidence Room Purge, Inventory & Reorganization	<ol style="list-style-type: none"> <li>1. Identify timeline</li> <li>2. Determine weekly schedule</li> <li>3. Purge, Inventory</li> <li>4. Reorganize and reposition items</li> </ol>	Ongoing	Holly Lt. Bos Chief	<p>Q1: Meeting scheduled for transition from Chief to Lt.</p> <p>Q2: Transition to be completed from Chief to Lt. prior to purge.</p>
Evidence Room Security Update	<ol style="list-style-type: none"> <li>1. Identify weak links in chain of evidence physical security</li> <li>2. Identify necessary equip/packaging materials</li> <li>3. Prepare list of priorities</li> <li>4. Purchase and upgrade</li> </ol>	yes	Lt. Bos Holly	<p>Q1: On hold for above process.</p> <p>Q2: Training completed. Cost of new equipment and supplies being generated.</p>
Policy Manual Update and Revision	<ol style="list-style-type: none"> <li>1. Lexipol contact and contract</li> <li>2. Meet with rep. for new version</li> <li>3. Proofread and edit</li> <li>4. Push out new version</li> </ol>	yes	Lt. Bos Chief	<p>Q1: Contract approved and signed. Met with rep telephonically, 1<sup>st</sup> introductory meeting completed.</p> <p>Q2: Lexipol rep. identified. Preliminary discussions on transition completed.</p>
Records Case File Purge Ongoing annual effort	<ol style="list-style-type: none"> <li>1. Identify records eligible for destruction per retention schedule</li> <li>2. Destroy and document</li> </ol>	Ongoing	Holly Dawn Sharon	<p>Q1: On hold due to work load and Longarm cutover.</p> <p>Q2: Remains on hold.</p>
Lynden Watch Program (Lower Crime Rate)	<ol style="list-style-type: none"> <li>1. Establish city “beat” map</li> <li>2. Generate protocols</li> <li>3. Confirm volunteer list</li> <li>4. Meet with volunteers</li> <li>5. Meet with Chamber and Bus’s</li> <li>6. Launch program</li> </ol>	Ongoing	Lt. Bos Chief	<p>Q1: Map and rough draft of flyer completed. Initial public meeting held.</p> <p>Q2: Program role out continues with additional meetings scheduled. Policy and procedures pending. \$10,000 proposed for inclusion in 2020 budget.</p>

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> <i>(Department activities to support City goals and objectives)</i>	<b>Strategies</b> <i>(How to do it)</i>	<b>Done in 2019</b>	<b>Lead</b> <i>(Who is responsible)</i>	<b>Updates &amp; Modifications</b>
Longarm Transition	<ol style="list-style-type: none"> <li>1. Work with CompuWork for data migration.</li> <li>2. Test Longarm Execution</li> <li>3. Training</li> <li>4. Go live date established</li> </ol>	yes	Chief Holly Nic	<p>Q1: Cut over complete, ongoing training, smooth transition thus far. Implemented department wide.</p> <p>Q2: Additional training requested from BPD for more efficient use of system.</p>
Improve monthly stat report	<ol style="list-style-type: none"> <li>1. Input on data req'd by P.S. Committee</li> <li>2. Determine Longarm and CAD search criteria</li> <li>3. Training as required</li> <li>4. Formatting ideas w/fire</li> <li>5. Improvement on final product</li> </ol>	yes	Chief Lt. Bos Holly	<p>Q1: Obtain data from CAD, time of day, day of week. Working on graphs and consistent formatting with FD. Checking with BPD and Longarm reports/types of crime.</p> <p>Q2: Research mapping availability, awaiting additional specific requests from PS Committee.</p>
Fill officer position (reduce OT)	<ol style="list-style-type: none"> <li>1. Establish timeline</li> <li>2. Open for applications</li> <li>3. Oral interviews</li> <li>4. Civil Service certify list</li> <li>5. Conditional offer</li> <li>6. Background completed</li> <li>7. Hiring decision</li> <li>8. Mayoral approval</li> </ol>	yes	Lt. Bos Holly Chief	<p>Q1: Testing completed, list certified, candidate selected, background in progress.</p> <p>Q2: This section of the work plan completed and can be deleted at Q3 following Council report given on July 15th. Following field training, this officer will fill in behind officer who has been deployed to the southern border by the military.</p>
Retrofit Locker room benches with Trex. or equiv. material	<ol style="list-style-type: none"> <li>1. Determine material cost</li> <li>2. Communicate with P.W.</li> <li>3. Request Work order</li> <li>4. Finalize work</li> </ol>	yes	Lt. Bos Sgts.	<p>Q1: Researched material and cost estimated at \$600.</p> <p>Q2: pending approval and go-ahead by new interim chief.</p>

End - Police Department

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b>	<b>Strategies</b>		<b>Lead</b>	<b>Updates &amp; Modifications</b>
<i>(Department activities to support City goals and objectives)</i>	<i>(How to do it)</i>	<i>Done in 2019</i>	<i>(Who is responsible)</i>	

## Public Works Department

### Advance Pepin Creek Riparian Corridor Project and Related Street Improvements

Note: 2016 & 2018 Legislative (Commerce) funding for this project (\*)

1. Finalize DOE Downstream Grant/Loan Agreement
2. Complete Preliminary Design Report VE Alternatives. (Preferred Alternative and Cost)
3. Provide support to Financial Mitigation Study.
4. Look for additional funding for construction
5. Work with WSDOT/County on Badger Rd culvert replacement.
6. Award and construct FHWA Intercept Ditch
7. Complete design the Main Street Bridge/Culvert
8. Acquire Downstream Property (Dickinson & Erdmann)

1-6 Yes

Steve B.

Q1: Approved Scope & Budget for R&E to complete technical review of Value Engineering Alternatives  
 Q1: Discussions with DOE use of Downstream Stabilization grant/loan for design and purchase of property for high flow bypass.  
 Q1: Closed on purchase of Dickinson Property.  
 Q1: Completed RCO Waiver of Retroactivity for Dickinson Property  
 Q1: Completed Level 1 Environmental Review for Dickinson Property  
 Q2: Erdmann Property: completed property appraisal  
 Q2: Erdmann Property: completed Level 1 environmental evaluation.  
 Q2: Some project design work placed on hold pending VE Scenario Evaluation  
 Q2: R&E completes Draft Pepin Creek Relocation Scenario Evaluation Report and meets with staff June 21st. Discussed pros and cons of alternatives and phasing potential for alternatives.  
 Q2: Met with WSDOT (Damitio & Beirs) to discuss planned fish barrier removal projects. Dufner Ditch crossing at Guide Meridian (SR-539) highlighted.  
 Q2: Reviewing options for \$3M Commerce Loan  
 Q2: Drafted Emergency Response Plan (ERP) This is a WSDOT/FHWA requirement.  
 Q2: Conducted Open House at Fisher School on June 20<sup>th</sup> to review ERP (another FHWA-ER funding requirement)  
 Q3: DOE Grant Loan Agreement Fully Executed 7-18-19 for purchase of land and design of Pepin Creek Relocation (\$2.4M loan/\$0.5M grant)  
 Q3: Opened Bids and have WSDOT/FHWA authorization to award Emergency Intercept Ditch project to Premium Services for \$179K  
 Q3: Received Final R&E "Scenario Evaluation Report and presented to Public Works, Finance and Community Development Committees the decision to use SEPA process to evaluate alternatives.

### Riverview Rd Gap Project

Note: 2015 Legislative funding for this project

1. Ribbon-Cutting & Project Closeout.
2. Coordination with adjacent property development.

Yes

Mark S.

Q1: Ribbon-cutting held on March 21<sup>st</sup>  
 Q1: Opening to traffic first week of April  
 Q2: Opened to Traffic, with stop sign at 6<sup>th</sup>  
 Q2: Wetland work (south side) on hold pending suitable weather for planting/restoration.  
 Q3: Wetland planting begun on 9-30-19

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
<b>Darigold Industrial Condensate Line Project</b>  <b>Note: 2015 Legislative funding for this project</b>	<ol style="list-style-type: none"> <li>1. Complete North South Segment and connect to Riverview (small works).</li> <li>2. Complete design and Construct Stormwater Line to Fishtrap (Track removal &amp; new fire hydrants)</li> <li>3. Advertise and Award Stormwater Line.</li> <li>4. Coordinate construction schedule with adjacent businesses.</li> <li>5. Design and Permitting for Nooksack Outfall across from Water Intake</li> <li>6. Award Construction Contract for Outfall.</li> </ol>	Yes	Mark S.	<p>Q1: Phase 1(Riverview) and 2 (North-South) in service.</p> <p>Q1: Met w/ Darigold and other businesses to review 90% design for stormwater relocation.</p> <p>Q1: Coordinated with Verizon on utility pole relocation.</p> <p>Q2: Depot Stormwater: Finalize Form 05-05 for Dept. of Commerce and Archeological and Historic Preservation.</p> <hr/> <p>Q3: Met with property owners along Hannigan Road for easements for ICP</p> <p>Q3: Bids Opened and Engineer recommending award to Faber Construction for \$431,986 at October 7<sup>th</sup> City Council for Stormwater to Fishtrap.</p> <p>Q3: Submitting permit applications for River Outfall near east of Hannegan.</p> <p>Q3: Met with Whatcom Co to discuss permitting</p> <p>Q3: Communicating with DNR on Aquatic Land Lease.</p>
<b>7<sup>th</sup> Street Reconstruction Project</b>  <b>Note: TIB Funding for resurfacing.</b>	<ol style="list-style-type: none"> <li>1. Complete Design</li> <li>2. Coordinate schedule with DBA/Chamber to minimize business impacts.</li> <li>3. Advertise and award construction contract.</li> <li>4. Complete construction.</li> <li>5. Ribbon-cutting. (Delayed to 2020)</li> </ol>	Yes	Mark S.	<p>Q1: Coordination with DBA and adjacent businesses on street/parking layout and 7<sup>th</sup> Street Parking Lot</p> <p>Q1: Presented 7<sup>th</sup> Street preliminary Design to PW Committee</p> <hr/> <p>Q2: Submitted "Authorization to Bid" Form to Transportation Improvement Board (TIB) to allow advertising for bids in mid-July</p> <hr/> <p>Q3: Awarded construction contract to DeKoster Excavating at September 3 Council meeting for \$1,722,451 (8 bidders). (Engineer's Estimate; \$1.8M)</p> <p>Q3: Held Preconstruction Conference (work to be completed in 2020)</p>

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
<b>17<sup>th</sup> Street Gap Elimination Project</b> (North to Main St.)	<ol style="list-style-type: none"> <li>1. Complete Design &amp; permitting.</li> <li>2. Advertise and Award Construction Contract</li> <li>3. Construct project.</li> <li>4. Ribbon-cutting</li> </ol>		Mark S.	<p>Q1: Met w/ adjacent property owners (Cummins) to discuss alignment and coordination with future lot development</p> <p>Q1: R&amp;E Scope and Budget under review.</p> <p>Q2: Authorize R&amp;E to start design.</p> <p>Q2: Worked with attorney to draft paperwork to allow moving dedicated ROW 8 feet to the west at the request of the Timmerman/Cummins family.</p> <p>Q3: Council Approved ROW shift to west.</p> <p>Q3: Preliminary plans prepared by R&amp;E and confirmed permitting requirements including water main extension and larger stormwater to mitigate flooding.</p>
Foxtail Street Gap Elimination Project (Design)	<ol style="list-style-type: none"> <li>1. Complete Preliminary Design.</li> <li>2. Discussions with property owner</li> </ol>		Mark S.	<p>Q1: No progress this period</p> <p>Q2: Executed scope and budget with R&amp;E. Preliminary design underway to provide budgetary estimate for 2020 budget discussions.</p> <p>Q3: On hold due to funding constraints – Planned to complete design in 2020 for possible 2021 construction.</p>
W. Main Street Improvements	<ol style="list-style-type: none"> <li>1. Complete Design (STP-R funded)</li> <li>2. Initiate required property acquisition.</li> <li>3. Apply for STP-R Construction funding for roundabout</li> </ol>	Yes	Mark S.	<p>Q1: No progress this period</p> <p>Q1: Received STP-R Application from WCOG</p> <p>Q2: Application submitted with presentation to WCOG on May 23</p> <p>Q2: WCOG Transportation Technical Advisory Group (TTAC) votes and recommends \$800K of FY 2022 Surface Transportation Grant Funding on June 27<sup>th</sup>. Board approval expected at July 10<sup>th</sup> Transportation Policy Board Meeting.</p> <p>Q3: Policy Board approved for 2022 STP-R funding. Putting further design on hold till 2020</p>
W. Front Street Revitalization (Design)	<ol style="list-style-type: none"> <li>1. Apply for EDI Grant/Loan Funding.</li> <li>2. Complete Preliminary Design.(Port Grant funded)</li> <li>3. Coordinate with adjacent planned industrial development.</li> </ol>		Mark S.	<p>Q1: Received approval of Federal Classification – Minor Arterial</p> <p>Q1: Selected preferred design from alternatives provided by engineer.</p> <p>Q1: Met with Developer on south side Front St. to coordinate project with future development. Identified ROW dedication requirements.</p> <p>Q1: Downloaded County EDI Application</p> <p>Q2: Sent letter to other property owners on south side and received signed response agreeing to donate ROW.</p> <p>Q2: Staff drafting Whatcom County EDI Loan Grant Application</p> <p>Q3: Met with major property owners to discuss ROW and EDI application.</p> <p>Q3: Completed 30% design and finalized ROW configuration. Prepared scope and budget for full design.</p>



# City of Lynden Leadership Team – 2019 Work Plan

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<i>Department initiatives</i> (Department activities to support City goals and objectives)	<i>Strategies</i> (How to do it)	<i>Done in</i> 2019	<i>Lead</i> (Who is responsible)	<i>Updates &amp; Modifications</i>
Major Park and Trail Improvements	<ol style="list-style-type: none"> <li>1. Closeout – <b>Fisher Trail</b></li> <li>2. Complete School and Vandergriend property acquisition for <b>Depot to 8<sup>th</sup> Street Trail</b></li> <li>3. Advance design of <b>Depot to 8<sup>th</sup> Street Trail</b></li> <li>4. Complete remediation of old water tank site on School District Property (small works)</li> <li>5. Pursue construction funding in 2019 Legislative session for <b>Depot to 8<sup>th</sup> Street Trail</b></li> <li>6. Reimburse <b>Dickinson Park</b> with DOE grant/loan funds</li> <li>7. <u>ADDED</u>: <b>Glenning Street Playground</b> Acquisition.</li> </ol>	Yes	Mark S.	<p>Q1: <b>Fisher Trail is closed out.</b></p> <p>Q1: <b>Closed on School Property Swap</b> – March 29</p> <p>Q1: Submitted Capital Request paperwork</p> <p>Q1: 90% Design of old tank site remediation completed.</p> <p>Q2: <b>Tank Site Remediation.</b> Advertised for small works bids but no bids received on 6/18/19. Modified bid package per conversations with bidders (too busy) and re-advertised with bid opening scheduled for July 8th.</p> <p>Q2: <b>Depot to 8<sup>th</sup> Street Trail.</b> No legislative funding received in 2019 session</p> <p>Q2: <b>Dickinson Park.</b> Purchase of property included in scope of grant loan agreement and eligible for \$500k grant.</p> <p>Q2: Level 1 Environmental Assessment completed for <b>Dickinson Park.</b></p> <p>Q2: Level 1 Environmental Assessment completed for <b>Glenning Playground.</b></p> <p>Q3:</p>
Resurface YMCA Pool	<ol style="list-style-type: none"> <li>1. Advertise and Award Small Works Repair Contract</li> <li>2. Complete Pool Repair</li> </ol>	Yes April-May 2019	Steve B.	<p>Q1: Completed design package with help of ECNW Pool Engineer.</p> <p>Q1: Request for Proposals Issued to Small Works Roster.</p> <p>Q2: Opened proposals and City Council awarded contract to Anderson Poolworks for \$202,325 including piping repairs.</p> <p>Q2: Pool emptied on June 28 contractor to begin work July 8<sup>th</sup> to be completed by August 2<sup>nd</sup>.</p> <p>Q3: Pool Completed and reopened to patrons on     Final project cost was \$205,     . Ribbon-cutting held on September 19<sup>th</sup>     COMPLETE</p>
Demolish Old Water Treatment Plant and Prepare for Future Use	<ol style="list-style-type: none"> <li>1. Finish Bid Documents for Demolition Contract</li> <li>2. Sell salvageable equipment</li> <li>3. Award Demolition Contract</li> <li>4. Complete Demolition</li> </ol>	1-4 Yes	Mark S.	<p>Q1: Conducted “Garage Sale” for surplus equipment on March 30.</p> <p>Q1: Design for Demolition 90% complete.</p> <p>Q2: Bid awarded recommended to Tiger Construction at July 1 City Council Meeting.</p> <p>Q3: Contractor remove tank, asbestos, and all walls. Contract progressing well with project at 80% complete</p>

# City of Lynden Leadership Team – 2019 Work Plan

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<i>Department initiatives</i> (Department activities to support City goals and objectives)	<i>Strategies</i> (How to do it)	<i>Done in</i> 2019	<i>Lead</i> (Who is responsible)	<i>Updates &amp; Modifications</i>
WWTP Outfall and Other WWTP and Wastewater Upgrades	<ol style="list-style-type: none"> <li>1. Complete DOE Loan Agreement for WWTP Outfall</li> <li>2. Advertise and Award Contract (Outfall)</li> <li>3. Complete construction (WWTP Outfall)</li> <li>4. Pump Station #3 Generator installed.</li> <li>5. Overhaul <b>Pump Station #12</b></li> <li>6. Replace one Oxidation Ditch rotor and cover</li> <li>7. Cured in Place Sewer Main repair BC to 10<sup>th</sup> Street.</li> </ol>	Yes	<p>Steve B.</p> <p>Mark S.</p> <p><del>Tami A</del> Mike K.</p> <p><del>Tami A</del> Mike K.</p>	<p>Q1: Permits have been obtained for PS #3 generator installation (incl. Shoreline Permit)</p> <p>Q1: Oxidation ditch rotor and cover are ordered and onsite.</p> <p>Q1: Resolution 996 adopted at March 18 City Council authorizing use of DOE Loan for <b>WWTP Outfall</b></p> <hr/> <p>Q2: DOE Loan Agreement for <b>WWTP Outfall</b> fully executed April 3, 2019</p> <p>Q2: Pump station #3 Generator installation complete. Fence and landscaping remaining.</p> <p>Q2: Pump Station #12 put out to bid on small works roster.</p> <p>Q2: Pumps, hatches and accessories ordered for PS #12 upgrade.</p> <p>Q2: Schedule Oxidation ditch rotor/ cover replacement (in-house) for July.</p> <p>Q2: <b>WWTP Outfall</b>. Contract awarded to Strider Construction for \$1,013,844.90 by City Council on May 6<sup>th</sup>. Preconstruction meeting held on May 31<sup>st</sup>.</p> <hr/> <p>Q3: All “in-water” work complete. New manhole installed. Project complete except for mitigation plantings</p> <p>Q3: Contract award to WRS. Total project is expected to cost \$75,000.</p> <p>Q3: Pump Station 90% complete by WRS. Check valves needed to be replaced.</p>
Guide Meridian Sewer Lift Station	<ol style="list-style-type: none"> <li>1. Identify best site.</li> <li>2. Compete Design.</li> <li>3. Work with adjacent developable properties.</li> </ol>	Yes	<p>Steve B./<del>Tami A</del></p> <p>Mike K.</p>	<p>Q1: Scope and Budget by BHC under review</p> <hr/> <p>Q2: BHC Professional Service Contract executed.</p> <p>Q2: Obtained property owner (Fishtrap LLC) permission for property access.</p> <p>Q2: Survey, geotech, archeological investigation in progress.</p> <hr/> <p>Q3: Preliminary Design Report submitted for review</p> <p>Q3: Archeological Report submitted for review.</p>
Pursue Additional Water Rights (Q <sub>a</sub> ) & “Wet Water”	<ol style="list-style-type: none"> <li>1. Works with City Attorney on Water Rights Issues including final Water System Plan.</li> <li>2. Retain Technical Team to explore potential off-channel storage and other “wet water” alternatives.</li> <li>3. Schedule Quarterly DOE Meetings</li> </ol>	Yes	Steve B.	<p>Q1: Entered Agreement with consultant team (AES/R&amp;E) to study three off-channel storage locations and other water rights.</p> <p>Q1: Conducted 1<sup>st</sup> Quarter DOE/DOH Meeting</p> <hr/> <p>Q2: Hosted 2nd Quarter DOE/DOH Meeting 5/20 at Lynden. Provided tour of Pepin</p> <p>Q2: Met with AES/R&amp;E team to discuss upstream AG water rights on 6/5.</p> <p>Q2: Continue to follow WRIA process related to water rights to identify possible benefits to Lynden and other small cities.</p> <hr/> <p>Q3: Met with AES to discuss potential sites for off-channel storage/infiltration</p>

# City of Lynden Leadership Team – 2019 Work Plan

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<b>Department initiatives</b> (Department activities to support City goals and objectives)	<b>Strategies</b> (How to do it)	<b>Done in 2019</b>	<b>Lead</b> (Who is responsible)	<b>Updates &amp; Modifications</b>
Improve the Water System Customer Reliability	1. Adjust Water Booster Pump Station (BPS) controls for improved and consistent water pressure	Yes	Tami A. Mike K.	Q1: Finalized QCC scope and budget for new controls for booster pump stations. Q2: Completed update to PLC and controls for both pump stations (3Mg and 6Mg). Waiting for drawings and control strategy documentation. Q3: Control Strategy Completed Q3: Conducted Test Running both Pump Stations during Peak Demand Q3: Recalibrated BPS Flow Meters – Improving Accuracy to within 1%
Succession Planning	1. Recruit new Plant's Superintendent 2. Fill vacant Systems Maintenance Worker position 3. Review and update plant desk guides and procedures	Yes	Steve B. (w/ HR)	Q1: Advertisement out for Plant Superintendents Q1: Advertisement out for Maintenance Worker Q2: Hired Mike Kim as Plant Superintendent. Began work 6/3 Q2: Hired Jon VanMersbergen, Maintenance Worker. Began work 6/3 Q3: Laura announce retirement at end of the year. Advertised for new Office Manager
Complete Comprehensive Planning for Utilities	1. Respond to agency comments on Water System Plan Update 2. Adopt Water System Plan Update. 3. Complete Stormwater Plan for City Adoption.	Yes	Steve B.	Q1: Provided updated data (2015-2019) to RH2. Q1: Signed amendment with RH2 to update plan thru 2018 data and respond to agency comments. Q1: Reviewing Final Draft Stormwater Comp Plan Q2: Updates to Water System Plan completed including financial through 2018. Q3: Council approved changes to Water Service Area and submitted to Whatcom County
Other Major Street Improvement Design Projects	1. Update design for Bradley and Line Road – focus on pedestrian access. 2. Renew discussions with private utilities along Bradley Road. 3. Design Judson Street LID Project.	Yes	Mark S.	Q1: No Action this Period. Q2: DOE Grant Agreement signed for Judson Street Low Impact Development Design. Q3: Complete SEPA for Line Rd Pedestrian Safety Small Works Project – Widened shoulder. Design in Progress Q3: Included Bradley and Line Road in WCOG Legislative Request

End - Public Works Department

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b><u>Meeting Date:</u></b>	October 21, 2019	
<b><u>Name of Agenda Item:</u></b>	Calendar	
<b><u>Section of Agenda:</u></b>	Other Business	
<b><u>Department:</u></b>	Administration	
<b><u>Council Committee Review:</u></b>		<b><u>Legal Review:</u></b>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: N/A	<input checked="" type="checkbox"/> Review Not Required
<b><u>Attachments:</u></b>		
Outlook Calendar		
<b><u>Summary Statement:</u></b>		
See next page.		
<b><u>Recommended Action:</u></b>		
None		

**October 21, 2019**

Monday

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3:00 PM - 4:00 PM

Finance Committee Meeting -- City Hall 1st Floor Large Conference Room  
Visit [WWW.LYNDENWA.ORG](http://WWW.LYNDENWA.ORG) to view the agenda

4:00 PM - 5:00 PM

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

7:00 PM - 9:00 PM

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

**October 22, 2019**

Tuesday

8:30 AM - 9:30 AM

LT Meeting -- City Hall 1st Floor Large Conference Room

**October 23, 2019**

Wednesday

9:00 AM - 10:00 AM

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

10:00 AM - 11:00 AM

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

**October 24, 2019**

Thursday

7:30 PM - 9:30 PM

Planning Commission Meeting -- Annex Council Chamber

**October 25, 2019**

Friday

10:00 AM - 11:00 AM

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

11:00 AM - 12:00 PM

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



**October 28, 2019**

Monday

114

9:00 AM - 10:00 AM

Copy: Check-In Vern/Mike -- Mike's Office

**October 29, 2019**

Tuesday

4:30 PM - 5:30 PM

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

**October 30, 2019**

Wednesday

9:00 AM - 5:00 PM

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

**October 31, 2019**

Thursday

9:00 AM - 10:00 AM

Happy Healthy Halloween Treats (Wellness)-Assembly & Distribution -- City Hall 1st Floor Large Conference Room

Please be aware that these dates may change – hopefully not – but we may need to be flexible sometimes.

Pam

**November 1, 2019**

Friday

8:30 AM - 9:30 AM

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

**November 4, 2019**

Monday

All Day

Food Drive Contributions Begins (LEAF) -- City-Wide

7:00 PM - 9:00 PM

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