

# CITY OF LYNDEN



Mayor  
Scott Korthuis

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

Online (Microsoft Teams) City Council Meeting  
205 Fourth Street, Lynden, WA, 98264  
October 19, 2020

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

Members of the public may join the city council meeting telephonically by dialing 1-253-948-9362. You will then be prompted to enter the Conference ID 938 179 024 #. **It is necessary to enter the # symbol after entering the numerals.**

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

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

## **Call to Order**

## **Pledge of Allegiance**

## **Roll Call**

## **Oath of Office**

## **Approval of Minutes**

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

## **Items from the Audience**

## ***Scheduled***

- [2.](#) Tim DenBleyker

*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.*

***Unscheduled (20 Minutes)- Unscheduled addresses to council are not taken at this time.***

### **Consent Agenda**

- [3.](#) Approval of Payroll and Claims
- [4.](#) Interlocal Whatcom County Parks & Recreation- Lynden Community Center

### **Public Hearing**

### **Unfinished Business**

### **New Business**

- [5.](#) State Advocacy contract with Gordon Thomas Honeywell
- [6.](#) Introduction of the 2021 Preliminary Budget and the Mayor's Budget Message

### **Other Business**

- [7.](#) Public Safety Draft Minutes- October 2, 2020
- [8.](#) Calendar

### **Executive Session**

### **Adjournment**

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 19, 2020	
<b>Name of Agenda Item:</b>	Draft Council Minutes- Regular Meeting	
<b>Section of Agenda:</b>	Approval of Minutes	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: N/A	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>	Draft Council Minutes- Regular Meeting	
<b>Summary Statement:</b>	Draft Council Minutes- Regular Meeting	
<b>Recommended Action:</b>	For Council review.	

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



October 5, 2020

### 1. CALL TO ORDER

Mayor Korthuis called to order the October 5, 2020 regular session of the Lynden City Council at 7:00 p.m. held through an online web-based meeting platform (Microsoft Teams).

### ROLL CALL

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

Members absent: None

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

**OATH OF OFFICE- None**

### APPROVAL OF MINUTES

*Councilor De Valois moved and Councilor Laninga seconded to approve September 21, 2020 regular council minutes as presented. Motion approved on a 7-0 vote.*

### ITEMS FROM THE AUDIENCE

**Scheduled: None**

**Unscheduled- None**

### 2. CONSENT AGENDA

#### Approval of Payroll Disbursed – September 16 through September 30, 2020

Paychex EFT .....	\$287,317.76
City of Lynden EFT.....	\$64,838.45
Warrant Liability .....	\$64,371.49
<b>Subtotal</b>	<b>\$416,527.70</b>
Paychex EFT Liability	\$8,148.42
<b>Total EFT &amp; Other Liabilities</b>	<b>\$424,676.12</b>

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



### Approval of Claims – October 7, 2020

Manual Warrants No.	=	through	=		\$0.00
EFT Payment Pre-Pays					\$401,197.08
				Sub Total Pre-Pays	\$401,197.08
Voucher Warrants No.	<u>20307</u>	through	<u>20339</u>		\$88,253.80
EFT Payments					\$0.00
				Sub Total	\$88,253.80
				Total Accts. Payable	<b>\$489,450.88</b>

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

### 3. PUBLIC HEARING - None

### 4. UNFINISHED BUSINESS - None

### 5. NEW

#### Mayor's Status of the 2020 Budget

Per statute RCW 35.33.135, in preparation for the 2021 Preliminary Budget Review on October 19, 2020, the Mayor provides the City Council with an updated status of the current 2020 Budget. The Mayor read this agenda item into the record and a copy is included in the official council file. This item is for information only, no action will be taken.

### 6. OTHER BUSINESS

#### Council Committee Updates

Councilor Bode reporting for the Public Works Committee which involved discussion of:

- Traffic congestion and parking issues on Bluestem Street
- Request for raised sidewalks at Isom Elementary and Lynden High School
- Request for Lynden Logo artwork in 3<sup>rd</sup> Street flower bed
- Development Agreement & Covenant for Street Utility Improvements
- Pepin Lite- possibility of Eerdmann property purchase
- Use of public property for private business – Iceworx
- Stormwater inspection requirements
- Electric car charging stations

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



Councilor Wohlrab reporting for the Public Safety Committee which involved discussion of:

- Lynden Watch update
- OT reports for police and fire departments
- Chief Hatley working wildfires
- Connex for training exercises is still in the works
- Fire station remodel moving forward
- City of Lynden support for Public Safety personnel and services continues

***Mayor Korthuis reported the CARES funds are being distributed to local businesses and there is a possibility of additional funding maybe available in a collaborative effort with Whatcom County to contribute to additional non-profit agencies as well.***

### 7. EXECUTIVE SESSION

Council did not hold an executive session.

### 8. ADJOURNMENT

The October 5, 2020 regular session of the Lynden City Council adjourned at 7:27 p.m.

---

Pamela D. Brown, MMC  
City Clerk

---

Scott Korthuis  
Mayor

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 19, 2020	
<b>Name of Agenda Item:</b>	Tim DenBleyker	
<b>Section of Agenda:</b>	Scheduled	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: N/A
		<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>	Letter	
<b>Summary Statement:</b>	Request to address council concerning parking in his driveway.	
<b>Recommended Action:</b>	None	

Scott Korthuis  
Mayor, City of Lynden  
300 4th Street  
Lynden, WA 98264

Re. Parking in my driveway

October 15, 2020

Dear Mayor Korthuis and City Council,

I am writing regarding a visit we received from codes enforcement. The code enforcement officer informed us that we were no longer allowed to park cars in our driveway, as they block the sidewalk. I want to make clear that I understand that typically parking a vehicle across a public sidewalk is frowned upon, and furthermore is in violation of Lynden City Ordinance Title 12, Chapter 12.28.010.

As a point of reference, the total distance from the front of our garage to the sidewalk is 10', and with the sidewalk being 5' wide, it is necessary for us to park over the sidewalk.

The reason I am writing this letter is to clarify something I believe supersedes the codes enforcement officer's directive. Our home is located at 301 S 16<sup>th</sup> Street and was constructed, along with our detached garage in 1946. For 74 years the residents of our home, including us, have been parking in the driveway without issue. Our request is that we continue to park in our driveway without the fear of citations from codes enforcement.

The ordinance which is being enforced (Lynden City Ordinance, Title 12, Chapter 12.28.010) was adopted as part of Ord.812 in 1989. That ordinance was enacted and enforceable 47 years after our garage and driveway were built. I believe that the extensive history homeowners at my address using the driveway for parking, well in advance of the current ordinance, lays out a clear precedent which supersedes the current ordinance. Understanding that the City Council is the legislative body and does not enforce current codes. I am requesting that there be a grandfather clause added to the ordinance, as there are existing grandfather clauses already in Chapter 12.28 e.g., 12.28.050. Verbiage regarding such grandfather clause could read similarly to:

*Parking in a private driveway of any residence in which the structure was built prior October 1, 1988 is allowable even though it violates Section 12.28.010 provided, that they do not, in the opinion of the Lynden police department, constitute a traffic safety hazard.*

I appreciate your understanding and look forward to hearing from you soon. If you would like to discuss this matter, please feel free to contact me via phone at 360-410-6007.

Sincerely,



Tim DenBleyker

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 19, 2020	
<b>Name of Agenda Item:</b>	Approval of Payroll and Claims	
<b>Section of Agenda:</b>	Consent	
<b>Department:</b>	Finance	
<b>Council Committee Review:</b>	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
<b>Attachments:</b>	None	
<b>Summary Statement:</b>	Approval of Payroll and Claims	
<b>Recommended Action:</b>	Approval of Payroll and Claims	

# CITY OF LYNDEN



## EXECUTIVE SUMMARY

<b>Meeting Date:</b>	September 19, 2020	
<b>Name of Agenda Item:</b>	Interlocal Cooperative Agreement	
<b>Section of Agenda:</b>	consent	
<b>Department:</b>	Parks	
<b>Council Committee Review:</b>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
Interlocal Cooperative Agreement		
<b>Summary Statement:</b>		
<p>The interlocal agreement between the City and Whatcom County Parks and Recreation Department expires at the end of 2020.</p> <p>The County and City have had an agreement in place for a number of years, whereby the County agrees to provide funding to the City to assist with the provision of Senior Services at the Lynden Community Center. This agreement is identical to the one used for years and is a 2 year agreement to extend the agreement between the County and the City to provide on-site staffing to assist with the operation of the Lynden Community Center.</p> <p>The Parks Committee reviewed the agreement at their meeting this afternoon and recommends forwarding the agreement to full council for approval</p>		
<b>Recommended Action:</b>		
Motion to approve the Interlocal Cooperative Agreement between the City of Lynden and Whatcom County Parks and Recreation and authorize the Mayor's signature.		

**INTERLOCAL COOPERATIVE AGREEMENT**  
**BETWEEN**  
**CITY OF LYNDEN**  
**AND**  
**WHATCOM COUNTY PARKS & RECREATION**

THIS AGREEMENT is made and entered into by Whatcom County Parks & Recreation Department (County) and the City of Lynden, Washington (City or Provider) pursuant to the authority granted by chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**1. PURPOSE:**

The County will provide funding to the City to assist with the provision of Senior Services at the Lynden Community Center. This funding is intended to provide on-site staffing to assist with the operation of the Lynden Community Center. Individual/s hired may be employed by the Lynden Council on Aging, a local not-for profit organization that is currently under contract with the City.

**2. RESPONSIBILITIES:**

**WHATCOM COUNTY PARKS & RECREATION RESPONSIBILITIES**  
 The County will provide funding in 2021 and 2022 for the City to contract with the Lynden Council on Aging for provision of staff assigned to the Lynden Community Center. This funding is intended to provide staffing and operational support for Senior Services at the Lynden Senior Center.

**CITY OF LYNDEN RESPONSIBILITIES**

The City contracts by separate agreement with the Lynden Council on Aging to operate and maintain the Lynden Senior Center and its programs at the Lynden Community Center. "Senior Center management", "Senior Center employees", or "Senior Center staff" referred to herein are employees of the Lynden Council on Aging. The City will utilize the funds provided for in this Agreement to contract with the Lynden Council on Aging to continue to provide Senior Services Monday through Friday of each week from 8:00 a.m. to 4:30 p.m. at the Lynden Community Center, except holidays. At a minimum, the City and/or the Lynden Council on Aging will be expected to provide the following services:

**A. Daily On-Site Operations**

- B. Assistance to Senior Center management and staff in order to provide a variety of healthy lifestyle programs and activities of interest to older adults
- C. Develop safety policies and monitor procedures
- D. Employee and volunteer opportunities to support Senior Center operations.
- E. Provide progress reports to the County

In addition the City will continue to provide support to the Senior Center including use of the city owned facility located at 401 Grover Street, Lynden, Washington, 98264 and/or continued funding to cover programming and utilities expenses at the facility.

**3. TERM OF AGREEMENT:**

The term of this Agreement shall be from January 1, 2021 through December 31, 2022.

**4. AVAILABLE FUNDING AND MANNER OF FINANCING:**

The County will provide a total of \$61,874 for the twelve (12) month period of January 1, 2021 through December 31, 2021, and \$61,874 for the twelve (12) month period of January 1, 2022 through December 31, 2022.

The City shall invoice the County by the last working day of each month during the term of this agreement for services rendered as outlined in Section 2. The County shall reimburse the City for twelve (12) equal payments in 2021 and twelve (12) equal payments in 2022.

**5. ADMINISTRATION:**

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordination and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- A. The City of Lynden representative shall be the City Administrator
- B. Whatcom County's representative shall be Shannon Batdorf

**6. Indemnification by Provider.** To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent

or otherwise, of the Provider, its employees, agents or volunteers or Provider's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Provider's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Provider are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

Provider's initials acknowledging indemnity terms: \_\_\_\_\_

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

The Provider agrees all Provider's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

- 7. In the event the Provider enters into subcontracts to the extent allowed under this Agreement, the Provider's subcontractors shall indemnify the County on a basis equal to or exceeding Provider's indemnity obligations to the County.

The City is required to provide proof of insurance for the following minimum coverage:

- A. General Liability coverage @ \$1,000,000 per occurrence
- B. Workers Compensation Coverage and listed amounts for bodily injury by accident, bodily injury by disease, policy limits.
- C. Directors and Officers coverage if applicable.
- D. Fraud coverage for employees.

The City waives all rights of Subrogation against the County. The City's insurance is primary and the County's insurance is non-contributory except as required under the terms of Indemnification. The City shall name Whatcom County and its officials, employees, agents, and volunteers as ADDITIONAL INSUREDS on their insurance policy.

The City, in a written contract with the designated contractor that provides senior services, shall require the designated contractor to indemnify, defend, and hold harmless the County to the same extent as required in this Agreement.

Additionally, the City shall require the designated contractor to carry the insurance of Commercial General Liability per occurrence of \$1,000,000.00 or greater and vehicle insurance of \$1,000,000.00 or greater per occurrence. The Designated contractor’s insurance shall name the City and Whatcom County and its officials, employees, agents, and volunteers as ADDITIONAL INSUREDS on the designated contractor’s insurance policy. The designated contractor shall provide proof of these insurance requirements by submitting a Certificate of Liability with Endorsements to the City. The contracting organization’s insurance shall waive all rights of Subrogation against the County and its insurance shall be primary and the County’s insurance shall be non-contributory.

**8. TERMINATION:**

This Agreement may be terminated by either party upon one-hundred and twenty (120) days written notice, mailed postage-prepaid by certified mail, return receipt requested, to the party’s last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**9. INDEPENDENCE OF PARTIES AND EMPLOYEES:**

The CITY shall be deemed to be the sole operator of the Lynden Community Center. All employees and volunteers engaged with or serving in the operation of the Lynden Community Center shall not by this Agreement be construed to be employees, agents or volunteers serving the County.

**10. NONDISCRIMINATION:**

During the term of the Agreement, the CITY, or designated contractor, shall comply with all applicable Federal, State and local provisions with regard to hiring and employment practices, and providing program services.

In the event of the CITY’S noncompliance or refusal to comply with the above provisions, this Agreement may be rescinded, cancelled, or terminated in whole or in part without penalty to the COUNTY. The CITY shall, however, be given a reasonable time in which to cure such noncompliance.

**11. NEW CONTRACTOR**

Nothing herein shall prevent the City from entering into a contract with a different qualified contractor to perform the services described herein by the Lynden Council on Aging, or from performing said services itself.

**12. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:**

This Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of the Agreement shall not be considered a waiver of any prior or subsequent breach.

**13. SEVERABILITY:**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

**14. ENTIRE AGREEMENT:**

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.





# CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



<b>Meeting Date:</b>	October 19, 2020	
<b>Name of Agenda Item:</b>	State Advocacy contract with Gordon Thomas Honeywell	
<b>Section of Agenda:</b>	New Business	
<b><u>Council Committee Review:</u></b>	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
<b><u>Legal Review:</u></b>	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
<b>Attachments:</b>	Contract with Gordon Thomas Honeywell	
<b>Summary Statement:</b>	<p>Briahna Murray, Vice-President of Gordon Thomas Honeywell Governmental Affairs, has been Lynden’s State advocate advocated since 2015. That advocacy has resulted in more than \$8 million worth of capital earmarks for important City projects. The attached contract is virtually identical to its predecessors and continues the relationship with Ms. Murray and her firm. Key terms of this agreement include:</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 2021 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 2021 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.
  - Lobby for those items identified on the city’s legislative agenda, and additional items at the request of city leadership.
  - Engage the City’s legislative delegation and key committee members during the legislative interim to inform them on the City’s legislative requests.
  - 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 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, 2021 and shall terminate on December 31, 2021.

# CITY OF LYNDEN

## EXECUTIVE SUMMARY - FINANCE



<b>Meeting Date:</b>	October 19, 2020	
<b>Name of Agenda Item:</b>	Introduction of the 2021 Preliminary Budget and the Mayor’s Budget Message	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>	Finance	
<b>Council Committee Review:</b>	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
None		
<b>Summary Statement:</b>		
<p>The Mayor will read his 2021 Budget message to the Council and present the Council with a copy of this message and the 2021 Preliminary Budget.</p> <p>Due to the meeting being online the budget packets will be placed in the Council mail boxes at City Hall by end of day Thursday, October 15<sup>th</sup>.</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 19, 2020	
<b>Name of Agenda Item:</b>	Public Safety Draft Minutes- October 2, 2020	
<b>Section of Agenda:</b>	Other Business	
<b>Department:</b>	Police	
<b>Council Committee Review:</b>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>	Public Safety Draft Minutes- October 2, 2020	
<b>Summary Statement:</b>	Public Safety Draft Minutes- October 2, 2020 attached for review.	
<b>Recommended Action:</b>	For Council review.	

# CITY OF LYNDEN

## POLICE DEPARTMENT

Steve Taylor, Police Chief

(360) 354-2828



### **Public Safety Committee Meeting Minutes**

Police Department - 203 19th Street

4:00 PM October 02, 2020

#### **Call to Order**

#### **Roll Call**

Members present: Mayor Scott Korthuis and Councilors Mark Wohlrab, Gerald Kuiken and Gary Bode.

Members absent: Councilor Lenssen

Staff present: Chief Steve Taylor, Assistant Chief Thomas Hatley and Support Services Manager Holly Vega.

#### **Approval of Minutes**

**1. Approval of September meeting minutes**

The approval of the September 3, 2020 meeting minutes was deferred to the next Public Safety Committee meeting.

#### **Items from the Audience**

*None*

#### ***Unscheduled (20 Minutes)***

*None*

#### **Committee Items**

**2. Lynden WATCH Update**

Councilor Wohlrab stated Lynden WATCH continues to grow and is including Fire Department information encompassing more public safety topics.

**3. Public Safety Overtime - August 2020**

Assistant Chief Hatley reviewed the overtime hours for the Fire Dept, noting there was many vacation leave and comp time hours to cover. He noted the OT hours in September will be reduced significantly. Additionally, Hatley's leave for wildland fires does not cause any overtime coverage.

Chief Taylor overviewed the overtime for Police, also noting a lot of vacation coverage in addition to BLM protest coverage, extra patrol at the Rotary Park area, and several other categories.

Councilor Kuiken suggested adjusting future budgets to account for the amount of public safety overtime as it is chronically overbudget, although the departments overall are staying reasonably within budget.

### **Fire Department Items**

#### **4. Fire Monthly Report – September 2020**

Asst Chief Hatley presented the monthly report for September noting an increase in volunteer hours and reduced OT hours. There were 2 possible COVID cases. Three volunteers currently attending the regional recruit academy will be graduating mid-November as certified firefighters.

The Mutual/Auto Aid agreement was discussed, as 'Aid Given' is typically much greater than 'Aid Received'. Hatley and Wohlrab explained that when we receive mutual aid it usually includes several units and more manpower hours, so it evens out in the end and remains mutually beneficial.

The renovation is on track to begin the first quarter of 2021. A temporary facility is still being finalized along with the construction plans.

### **Police Department Items**

#### **5. Police Monthly Report – September 2020**

Chief Taylor presented the monthly report for September noting call volume has remained static with a slight uptick in domestic violence calls, but still within a normal range. Several juvenile arrests were made at the Rotary Park for malicious mischief and drug possession. There were 2 auto theft reports, 1 of which was left unlocked with keys inside. The other auto theft report has questionable details to its validity.

### **Added Items**

6. Councilor Bode mentioned a traffic complaint of speeding vehicles on Aaron Dr at Bryce Park Loop. Public Works will be completing a traffic study to include speed and time of day statistics.
7. Councilor Wohlrab noted several recent publications regarding the Whatcom Sheriff's Office and Bellingham Police referencing how to make complaints and defunding police budgets. He expressed his support of our police department and hopes the City continues to show their support.

### **Adjournment**

Meeting adjourned at 4:34 p.m.

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	October 19, 2020	
<b>Name of Agenda Item:</b>	Calendar	
<b>Section of Agenda:</b>	Other Business	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: N/A
	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
<b>Attachments:</b>	Outlook Calendar	
<b>Summary Statement:</b>	See next page.	
<b>Recommended Action:</b>	None	

**October 19, 2020**  
Monday

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

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

**October 21, 2020**  
Wednesday

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

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

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

**October 22, 2020**  
Thursday

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

**October 23, 2020**  
Friday

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

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

**October 26, 2020**  
Monday

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

**October 27, 2020**  
Tuesday

8:30 AM - 9:30 AM                      **Leadership Team Meeting -- Annex Council Chamber**  
Meeting will be at Annex until further notice.

**October 28, 2020**  
Wednesday

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

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

**October 29, 2020**  
Thursday

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

**November 2, 2020**  
Monday

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