

CITY OF LYNDEN



Mayor
Scott Korthuis

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

Regular City Council Meeting
City Hall - 300 Fourth Street
September 6, 2022

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Summary Reports and Presentations

Approval of Minutes

1. Draft Council Minutes- August 15, 2022

Citizen Comment

Consent Agenda

2. Resolution No. 1053- CUP Revocation- Lynden Automotive
3. Award Bid for South Park Waterline and Overlay Project
4. Professional Services Agreement with The Watershed Company
5. Letter to Northwest Washington Fair Regard LTAC Fee Collection

Public Hearing

Unfinished Business

6. Amendment to LMC 12.24 regulating E-Bike usage

New Business

7. Contract for Engaging Federal Lobbyist Services

Other Business

8. Community Development- Draft Minutes- August 24, 2022
9. Calendar

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 6, 2022	
Name of Agenda Item:	Draft Council Minutes- Regular Meeting	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: N/A	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes- Regular Meeting	
Summary Statement:	Draft Council Minutes- Regular Meeting	
Recommended Action:	For Council review.	

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

August 15, 2022

1. CALL TO ORDER

Mayor Korthuis called to order the August 15, 2022 regular session of the Lynden City Council at 7:00 p.m. at the city’s council chambers.

ROLL CALL

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

Members absent: Councilor Strengholt absent with notice.

Staff present: Finance Director Anthony Burrows, Fire Chief Mark Billmire, Parks Director Brent DeRuyter, Planning Director Heidi Gudde, Public Works Director Steve Banham, City Clerk Pam Brown, City Administrator John Williams, and City Attorney Bob Carmichael.

OATH OF OFFICE- None

SUMMARY REPORTS AND PRESENTATIONS- None

APPROVAL OF MINUTES

Councilor De Valois moved, and Councilor Wohlrab seconded to approve the August 1, 2022, regular council meeting minutes as presented. Motion approved on 6-0 vote.

CITIZEN COMMENT- None

2. CONSENT AGENDA

Payroll Liability to July 31 through August 13, 2022

EFT & Other Liabilities

Non-L&I Liabilities

Monthly EFT	\$367,054.53
Check Liability	\$1,610.13
Total Non-L&I Liabilities	\$368,664.66
Quarterly Liabilities	\$13,917.90

Total EFT & Other Liabilities **\$382,582.56**

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

Approval of Claims – August 17, 2022

Manual Warrants No.	=	through	=		\$0.00
EFT Payment Pre-Pays					\$111,366.60
				Sub Total Pre-Pays	\$111,366.60
Voucher Warrants No.	<u>25336</u>	through	<u>25464</u>		\$1,723,803.56
EFT Payments					<u>\$4,065.21</u>
				Sub Total	\$1,727,868.77
				Total Accts. Payable	\$1,839,235.37

Interlocal Cooperative Agreement – Whatcom County Parks and Recreation (Community/Senior Center)

This 2-year (2023-2024) Interlocal Cooperative agreement between the City and Whatcom County Parks and Recreation Department provides funding assistance with on-site staffing to assist with the operation of the Lynden Community Center. The current agreement expires at the end of 2022. The Finance Committee reviewed the agreement at their meeting and recommended forwarding the agreement to full council for review and approval.

Ordinance No.1651-LMC Amendment Regarding Anti-harassment and No Contact Orders

WA State Legislature repealed sections of current RCW dealing with enforcement of protection orders. LMC needs amending to adopt those changes.

Lynden Municipal Airport Advisory Board Appointment and Term Renewals

The terms for Bob Weeks and Bill Stoelt, who serve on the Airport Advisory Board, expired December 31, 2021. They agreed at that time to serve another three-year term; however, Council Action was not obtained.

Roger Humphreys, whose term expires December 31, 2022, has resigned from the Board. The board is recommending Bryant Paulsen as his replacement through 2022.

According to Lynden Municipal Code Chapter 2.54.010, the board members shall be appointed by the Mayor with the approval of City Council, each to serve a three-year term. The Airport Board members operate in an advisory capacity to the Lynden City Council to make recommendations concerning the adoption of rules, regulations or policies for the management, operation and use of the airport, and the highways, roads, streets, and territories adjacent to the airport.

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



The Mayor and Public Works Committee reviewed Paulsen's Request for Appointment at their August 3rd meeting and concurred to forward Paulsen's appointment and the retroactive appointments of Bob Weeks and Bill Stoelt to City Council for approval

Mayor Korthuis and Council thanked Bob Weeks, Bill Stoelt and Roger Humphreys for their service on the Lynden Municipal Airport Advisory Board.

Award Bid for Bender Road Water Main Replacement

Staff recently solicited bids for the Bender Road Water Main Replacement. The project replaces approximately 5,000 linear feet of water main along Bender Road, between Badger Road (SR 546) and Pangborn Road. Work to be performed under this contract shall include the replacement of the existing water main, and installation of new valves, services, and other appurtenances.

Also included is the restoration of existing driveway entrances, landscaped areas, and fields. Eight bids were received on August 4, 2022. R&E prepared the attached Bid Tabulation. At the Public Works Committee meeting on August 8, 2022, the committee concurred that the bid results could be forwarded directly to City Council after being informed of the results.

The Public Works Committee was advised of the bids and concurred to recommend award to Northern Contractors LLC, the lowest responsive and responsible bidder, in the amount of \$417,017.49, including Washington State Sales Tax. This project will be funded with water utility funds.

Councilor Bode moved, and Councilor Wohlrab seconded to approve the Consent Agenda. Motion passed with a 6-0 vote.

3. PUBLIC HEARING - None

4. UNFINISHED BUSINESS - None

5. NEW BUSINESS

Revocation of Lynden Automotive Conditional Use Permit 21-04

The City Council considered a Conditional Use Permit (CUP) application on December 6, 2021 for Lynden Automotive Specialists, located at 8894 Bender Road. The application

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



sought to allow a full-service auto repair shop in the CSL zone (Bender Plaza) when only auto lube facilities are permitted outright.

The Council approved the CUP but with specific conditions. Because the location had already begun operating as a full-service auto repair shop in violation of permitted commercial uses, the approval designated a specific timeframe for compliance. Among other things, the applicant had 30 days to install a landscape screen and 3 months to submit a stormwater report. Since approval more than 7 months ago, no action has been taken by the business owner to fulfill these conditions related to screening or stormwater improvements despite written and phone communication with the applicant.

Staff is now recommending that the City Council revoke the Conditional Use Permit and require that mechanic services be ended at this property (although lube services could continue). The business owner has failed to demonstrate that the use can be accommodated in this location. It has become apparent that the building and stormwater system, constructed for lube services, cannot adequately accommodate the use without significant renovations. Reports of illicit stormwater discharge and failure to comply with Council requirements have exacerbated this situation.

The Planning Commission held a public hearing on July 27 regarding the revocation. They recommended that the Council consider giving the applicant an additional 30 days to comply with a modified list of conditions. These are detailed in PC Resolution 22-02.

Councilor Lenssen moved, and Councilor De Valois seconded to disapprove the Planning Commission's recommendation, revoke the Conditional Use Permit 21-04 and direct staff to draft a resolution detailing the Council's conclusion to be reviewed at the September 6, 2022 Council meeting. Motion passed with a 6-0 vote.

6. OTHER BUSINESS

Councilor Bode reporting for the Public Works Committee:

- Parking options for downtown businesses
- E-bikes and the need for speed limit signage
- Duffner Ditch Culvert Replacement is scheduled for Summer 2023
- Community Center generator replacement
- Cedar Drive drainage issues
- Street light conversion discussion
- Reflective signage for BC Avenue

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Councilor Bode moved, and Councilor Lenssen seconded to remove both 15-minute parking signs recently placed downtown. Removal to take place at 8 AM tomorrow morning. Motion passed with a 5-0 vote with Councilor Wohlrab abstaining.

Councilor Laninga reporting for the Finance Committee:

- OT for Fire and Police department
- Sales tax revenue remains strong
- Discussion about possibly hiring a federal lobbyist
- Community Center agreement (2023-2024)
- Life insurance for council members
- Reviewed the monthly report

Councilor De Valois reporting for the Parks Committee:

- SHKS made a presentation on Benson Barn project
- Discussion about E-bikes and E-Scooters on trails

Councilor Wohlrab reporting for the Public Safety Committee:

- Overtime discussion
- Assistant Fire Chief position has posted
- Local 106 representative spoke
AC position posted
- Citizen request to City to allow all-terrain vehicles on the street

7. EXECUTIVE SESSION

Council did not have an executive session.

8. ADJOURNMENT

The August 15, 2022, regular session of the Lynden City Council adjourned at 7:45 p.m.

Pamela D. Brown
City Clerk

Scott Korthuis
Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 6, 2022	
Name of Agenda Item:	Reso 1053 - Revocation of Lynden Automotive Conditional Use Permit 21-04	
Section of Agenda:	Consent	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	Resolution 1053	
Summary Statement:	<p>On August 15, 2022 the City Council voted to revoke Conditional Use Permit 21-04 and require that mechanic services end at Lynden Automotive, located at 8894 Bender Road (although lube services could continue). This relates to the failure of the business owner to comply with the conditions of the Conditional Use Permit which was originally approved on December 6, 2021.</p> <p>The attached resolution documents the revocation action of the Council as well as a timeline for compliance.</p>	
Recommended Action:	Motion to approve Resolution 1053 consistent with the Council's August 15, 2022 vote to revoke Conditional Use Permit 21-04 and authorize the Mayor's signature on the document.	

RESOLUTION NO. 1053

**A RESOLUTION FOR THE REVOCATION OF
CUP #21-04, LYNDEN AUTOMOTIVE**

WHEREAS, Gerardo Morado, hereinafter called "the Proponent," submitted a complete application to the City of Lynden, hereinafter called "the City," for a conditional use permit to allow an automobile repair shop in an existing commercial building within the CSL zone.

WHEREAS, the subject property is located at 8854 Bender Road in Lynden and is one component to an existing fueling station.

WHEREAS, the application was determined to be complete on October 1, 2021, and the notice of application was published in the Lynden Tribune on November 3, 2021; and

WHEREAS, the Proponent provided the City with receipts for the certified mailing of all required notices to all property owners within three hundred feet of the subject property together with the affidavits of posting said notices; and

WHEREAS, the Lynden Planning Commission held a virtual public hearing on November 18, 2021, to accept public testimony on the proposed conditional use permit request, and that meeting was duly recorded;

WHEREAS, the City's Technical Review Committee reviewed the request for the conditional use permit and provided comments and recommendations to the Planning Commission in a report dated November 12, 2021,

WHEREAS, the Lynden Planning Commission reviewed the conditional use permit request and found that the application meets the criteria for granting a conditional use permit under Chapter 19.49.020 of the Lynden Municipal Code.

WHEREAS, the Lynden Planning Commission reviewed the conditional use permit request and also found that the application meets the criteria for granting a conditional use permit under Chapter 19.49.040 of the Lynden Municipal Code.

WHEREAS, On November 18, 2021, the Lynden Planning Commission recommended approval to the Lynden City Council of Conditional Use Permit #21-04, Lynden Automotive, subject to the Technical Review Report dated November 12, 2021, *with recommended conditions including the following:*

1. Submission of the stormwater report must be done within 3 months but may be granted a 1-month extension if the applicant demonstrates steps toward compliance.

2. The proposed landscape screen, specifically, is a Type 3 landscape buffer and installed within 30 days of Council decision.
3. The 10 vehicles, temporary parked while under repair, must have current license and registration.
4. The 10 stalls used for vehicles under repair must be located in the northwest corner of the site and not south of the subject business.
5. Removal of storage containers from the site shall be permanent.

WHEREAS, On December 6, 2021, the Lynden City Council approved the CUP application as recommended with conditions under Planning Commission Resolution #21-10.

WHEREAS, most conditions of the Council’s approval were not met. A stormwater report was not submitted within three months and the applicant did not request a one-month extension. A landscape screen was never installed. At various times, more than ten vehicles under repair were on site, and not all had current registration. Finally, the vehicles were also not parked exclusively in the designated parking area. Staff communicated with the applicant by phone and by email during this time, but despite the passing of 7 months, no action was taken to fulfill these conditions of approval, and compliance was never achieved.

WHEREAS, on July 27, 2022, the Lynden Planning Commission held a public hearing to consider the revocation of the Conditional Use Permit as the required conditions of approval have not been met, and that meeting was duly recorded.

WHEREAS, The Lynden Planning Commission reviewed the conditions of the original CUP approval and the *revised* Technical Review Committee Report dated July 22, 2022.

WHEREAS, the Lynden Planning Commission recommend to the Lynden City Council the revocation of the Lynden Automotive CUP by a vote of 4-0, **unless** the following conditions were met within 30 days of Council approval. As this recommendation included conditions which were altered from the original CUP approval, the Planning Commission, in short, recommended both the modification of the original CUP approval and the granting of another 30 days to complete these revised conditions.

1. Comply with all items of the Staff report dated November 12, 2021.
2. The applicant has one (1) month to provide a stormwater report or memo prepared by a civil engineer, verifying outdoor automotive mechanical work, washing & cleaning activities in the existing parking lot is in compliance with stormwater elicited discharge requirements. Applicant may inquire at City Hall for archived plans to determine if the storm drains used in the outdoor mechanic work, washing & cleaning activities, drain to an existing oil water separator. Any discharge into the existing drainage

system must be compliant with elicit discharge requirements. If it is determined that there is a compliant oil water separator on-site, this system shall be maintained and cleaned. If the existing drains are not connected to an approved system, the outdoor mechanic work, washing and cleaning activities shall cease and desist, until such time as a new compliant system is designed and installed.

3. The proposed landscape screen, specifically, is a Type 3 landscape buffer and installed within 30 days of Council decision.
4. Sixteen (16) long term vehicles under repair are allowed only within the marked sixteen (16) stalls adjacent to the new landscaped area.
5. All parking stalls along Bender Road, south of the existing buildings shall be maintained for employee parking and short-term parking (day use) only. No overnight parking permitted.
6. Removal of storage containers from the site shall be permanent.

WHEREAS, on August 15, 2022, at their regularly scheduled meeting, the Lynden City Council reviewed the complete Lynden Automotive Conditional Use Permit record and considered the Planning Commission’s recommendation as outlined in PC Resolution No 22-02.

WHEREAS, the Council has concluded that the business owner has failed to demonstrate that the use can be accommodated in this location and conditions of approval, meant to mitigate the impacts of the use, were not completed; and

WHEREAS, this business at the above noted location has been in non-compliance with the Lynden Municipal Code for over 7 months with little or no effort made to rectify the situation; and

WHEREAS, it has become apparent that the stormwater system, constructed for lube services, cannot adequately accommodate the current use without significant renovations and reports of illicit stormwater discharge have highlighted the detrimental impacts of the situation; and

WHEREAS, the Lynden City Council finds that no reasonable conditions could be imposed on the Conditional Use Permit which would remedy the deficiencies, including those recommended by the Planning Commission; and

WHEREAS, the Lynden City Council rejected the recommendation of the Planning Commission and instead voted unanimously to revoke Conditional Use Permit #22-04, for Lynden Automotive, effective immediately.

WHEREAS, the above recitals are hereby adopted as findings of fact by the Lynden City Council to deny the Lynden Automotive Conditional Use permit; and

NOW THEREFORE BE IT RESOLVED that

- (1.) The Mayor and Council of the City of Lynden hereby revoke Conditional Use Permit # 21-04 for Lynden Automotive.
- (2.) The City Council has ordered the immediate cease and desist of mechanic services and advertising of mechanic services as they relate to this location.
- (3.) Uses which result in illicit discharge, including but not limited to the washing of vehicles, engines, engine parts, or the improper disposal of engine fluids must end.
- (4.) Lynden Automotive has 60 days to clear the property of all vehicles not related to quick lube service. This includes vehicles which may be awaiting repair, have been abandoned by customers of Lynden Automotive, and/or do not display current registration.
- (5.) The City will continue to pursue the pending zoning violation at this location initially reported on January 28, 2021 if the above conditions are not met. Criminal charges and/or daily fines may result.

PASSED by the City Council August 15, 2022 and signed by the Mayor on the _____ day of September 2022.

SCOTT KORTHUIS, MAYOR

ATTEST:

PAM BROWN, CITY CLERK

APPROVED AS TO FORM:

ROBERT CARMICHAEL, CITY ATTORNEY

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 6, 2022	
Name of Agenda Item:	Award Bid for South Park Waterline and Overlay Project	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review:
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
1) Certified Bid Tabulation 2) R&E letter - Recommendation to Award		
Summary Statement:		
<p>Staff recently solicited bids for the South Park Waterline and Overlay Project. The project provides for the installation of approximately 1,900 linear feet of water main and appurtenances to comply with the adopted City Water System Plan. The project also provides a structural overlay of approximately 1,300 linear feet of South Park Street from West Park St. to Depot Rd. including Park Place and Beernink Lane. This includes grinding and reshaping the existing roadway, and the construction of pedestrian ramps, sidewalks, and driveways. Miscellaneous stormwater improvements and replacements will be constructed with the project. Six bids were received on August 31, 2022. R&E prepared the attached Bid Tabulation.</p> <p>At the Public Works Committee meeting on August 3, 2022, the committee concurred that the bid results could be forwarded directly to City Council after being informed of the results. The low bidder is Strider Construction (Strider) with a bid of \$1,468,801.75 including Washington State Sales Tax. The Engineer’s estimate was \$1,611,907.41. Strider’s bid did not include the Bidder Identification Form. However, the city is not required to reject the bid based on this irregularity. Based on the properly executed Contractor Certification, Bid Proposal and Acknowledgement, and Bid Bond, the bid is enforceable. Strider has gained no material advantage in the bid process by not submitting the Bidder Identification Form. Staff consulted the City Attorney and the City Attorney has indicated the city may waive the absence of the Bidder Identification Form as an immaterial irregularity in the bid process and award the contract to Strider. Based on the foregoing, staff is recommending that this bid irregularity be waived as “immaterial”.</p> <p>This project will be funded with a combination of Water, Street, Transportation Benefit District (TBD) and Whatcom County Economic Development Investment (EDI) Funds.</p>		
Recommended Action:		
<p>That City Council waive the bid irregularity and award the contract for the South Park Waterline and Overlay Project to Strider Construction Company, Inc. in the amount of \$1,468,801.75 including Washington State Sales Tax and authorize the Mayor to sign the contract.</p>		



423 Front Street
Lynden, WA 98264
Phone: (360) 354-3687

Called By: For:		Bidder's Name Address		Engineer's Estimate		1 Strider Construction		2 Stremier Gravel, Incl PO Box 527 Lynden, WA 98264		3 Tiger Construction PO 368 Eerson, WA 98247		4 Western Refinery Services 2380 Grandview Ferndale, WA 98248		5 Premium Services 3212 Mt Baker Highway Bellingham, WA 98226		6 Colacurcio Brothers, Inc. 3287 H Street Road Blaine, WA 98230		Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
By: Date:																			
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
Schedule A - Roadway and Storm																			
1	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,800.00	\$ 80,800.00	\$ 16,000.00	\$ 16,000.00	\$ 50,000.00	\$ 50,000.00	\$ 150,000.00	\$ 150,000.00	\$ 125,000.00	\$ 125,000.00	\$ 83,633.33	\$ 44,426.78
2	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 67.00	\$ 67.00	\$ 135.00	\$ 135.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 467.00	\$ 402.94
3	Fuel Cost Adjustment	1	CALC	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
4	Project Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00	\$ 18,500.00	\$ 18,500.00	\$ 20,900.00	\$ 20,900.00	\$ 20,000.00	\$ 20,000.00	\$ 100,000.00	\$ 100,000.00	\$ 20,000.00	\$ 20,000.00	\$ 33,566.67	\$ 29,728.59
5	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 19,300.00	\$ 19,300.00	\$ 9,690.00	\$ 9,690.00	\$ 4,000.00	\$ 4,000.00	\$ 40,000.00	\$ 40,000.00	\$ 8,000.00	\$ 8,000.00	\$ 13,915.00	\$ 12,850.89
6	Removal of Structures and Obstructions	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 88,300.00	\$ 88,300.00	\$ 45,000.00	\$ 45,000.00	\$ 15,000.00	\$ 15,000.00	\$ 125,000.00	\$ 125,000.00	\$ 70,000.00	\$ 70,000.00	\$ 62,216.67	\$ 37,072.92
7	Sawcut ACP	17,415	LF-IN	\$ 1.00	\$ 17,415.00	\$ 0.40	\$ 6,966.00	\$ 0.50	\$ 8,707.50	\$ 0.40	\$ 6,966.00	\$ 1.00	\$ 17,415.00	\$ 0.10	\$ 1,741.50	\$ 1.00	\$ 17,415.00	\$ 0.57	\$ 0.33
8	Sawcut PCC	1,160	LF-IN	\$ 1.50	\$ 1,740.00	\$ 1.00	\$ 1,160.00	\$ 1.00	\$ 1,160.00	\$ 1.00	\$ 1,160.00	\$ 1.10	\$ 1,276.00	\$ 0.10	\$ 116.00	\$ 1.50	\$ 1,740.00	\$ 0.95	\$ 0.42
9	Roadway Excavation Incl. Haul	1,380	CY	\$ 25.00	\$ 34,500.00	\$ 15.00	\$ 20,700.00	\$ 20.25	\$ 27,945.00	\$ 26.00	\$ 35,880.00	\$ 30.00	\$ 41,400.00	\$ 45.00	\$ 62,100.00	\$ 30.00	\$ 41,400.00	\$ 27.71	\$ 9.39
10	Gravel Borrow Incl. Haul	2,125	TON	\$ 20.00	\$ 42,500.00	\$ 23.00	\$ 48,875.00	\$ 18.25	\$ 38,781.25	\$ 22.50	\$ 47,812.50	\$ 22.00	\$ 46,750.00	\$ 15.00	\$ 31,875.00	\$ 20.00	\$ 42,500.00	\$ 20.13	\$ 2.81
11	Water	10	M GAL.	\$ 100.00	\$ 1,000.00	\$ 80.00	\$ 800.00	\$ 92.50	\$ 925.00	\$ 180.00	\$ 1,800.00	\$ 150.00	\$ 1,500.00	\$ 50.00	\$ 500.00	\$ 60.00	\$ 600.00	\$ 102.08	\$ 47.31
12	Shoring or Extra Excavation Class B	2,350	SF	\$ 1.00	\$ 2,350.00	\$ 0.30	\$ 705.00	\$ 1.40	\$ 3,290.00	\$ 0.25	\$ 587.50	\$ 1.00	\$ 2,350.00	\$ 0.10	\$ 235.00	\$ 0.50	\$ 1,175.00	\$ 0.59	\$ 0.46
13	Crushed Surfacing Top Course	490	TON	\$ 50.00	\$ 24,500.00	\$ 40.00	\$ 19,600.00	\$ 56.00	\$ 27,440.00	\$ 45.50	\$ 22,295.00	\$ 40.00	\$ 19,600.00	\$ 45.00	\$ 22,050.00	\$ 36.00	\$ 17,640.00	\$ 43.75	\$ 6.36
14	HMA Cl. 1/2" PG 58H-22	880	TON	\$ 140.00	\$ 123,200.00	\$ 138.00	\$ 121,440.00	\$ 129.00	\$ 113,520.00	\$ 145.00	\$ 127,600.00	\$ 128.00	\$ 112,640.00	\$ 128.00	\$ 112,640.00	\$ 142.00	\$ 124,960.00	\$ 135.00	\$ 6.98
15	Planing Bituminous Pavement	5,300	SY	\$ 5.00	\$ 26,500.00	\$ 3.50	\$ 18,550.00	\$ 1.80	\$ 9,540.00	\$ 1.80	\$ 9,540.00	\$ 6.00	\$ 31,800.00	\$ 5.00	\$ 26,500.00	\$ 4.40	\$ 23,320.00	\$ 3.75	\$ 1.57
16	Asphalt Cost Price Adjustment	1	CALC	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ -
17	Infiltration Trench	100	LF	\$ 110.00	\$ 11,000.00	\$ 150.00	\$ 15,000.00	\$ 98.00	\$ 9,800.00	\$ 155.00	\$ 15,500.00	\$ 100.00	\$ 10,000.00	\$ 200.00	\$ 20,000.00	\$ 140.00	\$ 14,000.00	\$ 140.50	\$ 34.85
18	Solid Wall PVC Storm Sewer Pipe 8 In. Diam.	10	LF	\$ 60.00	\$ 600.00	\$ 70.00	\$ 700.00	\$ 284.00	\$ 2,840.00	\$ 48.50	\$ 485.00	\$ 80.00	\$ 800.00	\$ 60.00	\$ 600.00	\$ 100.00	\$ 1,000.00	\$ 107.08	\$ 80.73
19	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	300	LF	\$ 45.00	\$ 13,500.00	\$ 60.00	\$ 18,000.00	\$ 68.00	\$ 20,400.00	\$ 73.50	\$ 22,050.00	\$ 60.00	\$ 18,000.00	\$ 80.00	\$ 24,000.00	\$ 60.00	\$ 18,000.00	\$ 66.92	\$ 7.74
20	Catch Basin Type 1	6	EA	\$ 2,000.00	\$ 12,000.00	\$ 1,300.00	\$ 7,800.00	\$ 2,500.00	\$ 15,000.00	\$ 2,180.00	\$ 13,080.00	\$ 2,000.00	\$ 12,000.00	\$ 5,500.00	\$ 33,000.00	\$ 2,600.00	\$ 15,600.00	\$ 2,680.00	\$ 1,329.66
21	Catch Basin Type 2 48 In. Diam.	5	EA	\$ 3,000.00	\$ 15,000.00	\$ 4,200.00	\$ 21,000.00	\$ 4,300.00	\$ 21,500.00	\$ 4,190.00	\$ 20,950.00	\$ 4,500.00	\$ 22,500.00	\$ 8,500.00	\$ 42,500.00	\$ 5,000.00	\$ 25,000.00	\$ 5,115.00	\$ 1,538.76
22	Adjustments to Finished Grade	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,500.00	\$ 25,500.00	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00	\$ 11,916.67	\$ 7,705.07
23	Erosion Control and Water Pollution Prevention	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,400.00	\$ 7,400.00	\$ 2,400.00	\$ 2,400.00	\$ 6,800.00	\$ 6,800.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,933.33	\$ 2,360.56
24	Topsoil Type A	2,640	SY	\$ 25.00	\$ 66,000.00	\$ 14.00	\$ 36,960.00	\$ 12.25	\$ 32,340.00	\$ 13.50	\$ 35,640.00	\$ 10.00	\$ 26,400.00	\$ 7.00	\$ 18,480.00	\$ 13.50	\$ 35,640.00	\$ 11.71	\$ 2.49
25	Sod Installation	2,640	SY	\$ 25.00	\$ 66,000.00	\$ 15.00	\$ 39,600.00	\$ 13.75	\$ 36,300.00	\$ 15.00	\$ 39,600.00	\$ 8.00	\$ 21,120.00	\$ 9.00	\$ 23,760.00	\$ 15.30	\$ 40,392.00	\$ 12.68	\$ 3.01
26	Landscape Restoration	1	EST	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
27	Cement Conc. Traffic Curb and Gutter	1,705	LF	\$ 40.00	\$ 68,200.00	\$ 28.00	\$ 47,740.00	\$ 23.25	\$ 39,641.25	\$ 24.50	\$ 41,772.50	\$ 38.00	\$ 64,790.00	\$ 22.00	\$ 37,510.00	\$ 44.00	\$ 75,020.00	\$ 29.96	\$ 8.20
28	Cement Conc. Pedestrian Curb	120	LF	\$ 40.00	\$ 4,800.00	\$ 33.00	\$ 3,960.00	\$ 28.75	\$ 3,450.00	\$ 30.00	\$ 3,600.00	\$ 46.00	\$ 5,520.00	\$ 35.00	\$ 4,200.00	\$ 60.00	\$ 7,200.00	\$ 38.79	\$ 11.01
29	Cement Conc. Driveway Entrance Type 1	490	SY	\$ 85.00	\$ 41,650.00	\$ 70.00	\$ 34,300.00	\$ 67.00	\$ 32,830.00	\$ 76.00	\$ 37,240.00	\$ 90.00	\$ 44,100.00	\$ 80.00	\$ 39,200.00	\$ 100.00	\$ 49,000.00	\$ 80.50	\$ 11.43
30	Exposed Aggregate Driveway Entrance	15	SY	\$ 100.00	\$ 1,500.00	\$ 100.00	\$ 1,500.00	\$ 91.50	\$ 1,372.50	\$ 105.00	\$ 1,575.00	\$ 180.00	\$ 2,700.00	\$ 125.00	\$ 1,875.00	\$ 200.00	\$ 3,000.00	\$ 133.58	\$ 41.54
31	Cement Conc. Sidewalk	890	SY	\$ 75.00	\$ 66,750.00	\$ 62.00	\$ 55,180.00	\$ 57.00	\$ 50,730.00	\$ 65.00	\$ 57,850.00	\$ 82.00	\$ 72,980.00	\$ 65.00	\$ 57,850.00	\$ 76.00	\$ 67,640.00	\$ 67.83	\$ 8.51
32	Cement Conc. Sidewalk with Raised Edge	80	SY	\$ 100.00	\$ 8,000.00	\$ 75.00	\$ 6,000.00	\$ 68.50	\$ 5,480.00	\$ 81.50	\$ 6,520.00	\$ 105.00	\$ 8,400.00	\$ 70.00	\$ 5,600.00	\$ 140.00	\$ 11,200.00	\$ 90.00	\$ 25.44
33	Cement Conc. Curb Ramp Type Parallel A	5	EA	\$ 2,500.00	\$ 12,500.00	\$ 2,200.00	\$ 11,000.00	\$ 2,000.00	\$ 10,000.00	\$ 2,030.00	\$ 10,150.00	\$ 2,500.00	\$ 12,500.00	\$ 2,000.00	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00	\$ 2,205.00	\$ 219.37
34	Mailbox Support, Type 1	8	EA	\$ 500.00	\$ 4,000.00	\$ 450.00	\$ 3,600.00	\$ 284.00	\$ 2,272.00	\$ 330.00	\$ 2,640.00	\$ 500.00	\$ 4,000.00	\$ 600.00	\$ 4,800.00	\$ 400.00	\$ 3,200.00	\$ 427.33	\$ 105.18
35	Mailbox Support, Type 2	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 1,150.00	\$ 4,600.00	\$ 640.00	\$ 2,560.00	\$ 445.00	\$ 1,780.00	\$ 500.00	\$ 2,000.00	\$ 800.00	\$ 3,200.00	\$ 1,000.00	\$ 4,000.00	\$ 755.83	\$ 255.74
36	Permanent Signing	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,090.00	\$ 2,090.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,331.67	\$ 791.42
37	Paint Line	15	LF	\$ 1.00	\$ 15.00	\$ 7.00	\$ 105.00	\$ 5.00	\$ 75.00	\$ 5.50	\$ 82.50	\$ 7.00	\$ 105.00	\$ 5.00	\$ 75.00	\$ 5.50	\$ 82.50	\$ 5.83	\$ 0.85
38	Plastic Stop Line	60	LF	\$ 20.00	\$ 1,200.00	\$ 20.00	\$ 1,200.00	\$ 20.00	\$ 1,200.00	\$ 22.00	\$ 1,320.00	\$ 14.00	\$ 840.00	\$ 22.00	\$ 1,320.00	\$ 22.00	\$ 1,320.00	\$ 20.00	\$ 2.83
39	Plastic Crosswalk Line	224	SF	\$ 10.00	\$ 2,240.00	\$ 15.00	\$ 3,360.00	\$ 14.00	\$ 3,136.00	\$ 15.50	\$ 3,472.00	\$ 22.00	\$ 4,928.00	\$ 15.00	\$ 3,360.00	\$ 16.00	\$ 3,584.00	\$ 16.25	\$ 2.64
40	Painted Yellow Curb	65	LF	\$ 5.00	\$ 325.00	\$ 4.00	\$ 260.00	\$ 3.00	\$ 195.00	\$ 3.30	\$ 214.50	\$ 20.00	\$ 1,300.00	\$ 3.00	\$ 195.00	\$ 4.00	\$ 260.00	\$ 6.22	\$ 6.18
41	Pothole Existing Underground Utility	5	EA	\$ 500.00	\$ 2,500.00	\$ 325.00	\$ 1,625.00	\$ 620.00	\$ 3,100.00	\$ 525.00	\$ 2,625.00	\$ 550.00	\$ 2,750.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 503.33	\$ 89.52
42	Repair Existing Public and Private Facilities	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
Total Schedule A					\$ 810,986.00		\$ 721,287.00		\$ 779,298.50		\$ 718,503.50		\$ 739,365.00		\$ 1,050,783.50		\$ 927,389.50		



Item No.	Item Description	Quantity	Unit	Unit Price	Amount														
Schedule B - Water																			
43	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,500.00	\$ 12,500.00	\$ 60,000.00	\$ 60,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 21,583.33	\$ 24,111.58
44	Temporary Trench Patch	4,000	SF	\$ 4.00	\$ 16,000.00	\$ 2.50	\$ 10,000.00	\$ 4.90	\$ 19,600.00	\$ 5.80	\$ 23,200.00	\$ 2.50	\$ 10,000.00	\$ 2.00	\$ 8,000.00	\$ 5.00	\$ 20,000.00	\$ 3.78	\$ 1.49
45	Project Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 500.00	\$ 500.00	\$ 17,300.00	\$ 17,300.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,500.00	\$ 6,500.00	\$ 13,216.67	\$ 7,288.21
46	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,510.00	\$ 1,510.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,585.00	\$ 1,425.18
47	Removal of Structures and Obstructions	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 500.00	\$ 500.00	\$ 44,400.00	\$ 44,400.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 17,233.33	\$ 15,952.71
48	Sawcut ACP	22,545	LF-IN	\$ 1.00	\$ 22,545.00	\$ 0.40	\$ 9,018.00	\$ 0.50	\$ 11,272.50	\$ 0.40	\$ 9,018.00	\$ 1.00	\$ 22,545.00	\$ 0.10	\$ 2,254.50	\$ 1.00	\$ 22,545.00	\$ 0.57	\$ 0.33
49	Sawcut PCC	1,180	LF-IN	\$ 1.50	\$ 1,770.00	\$ 1.00	\$ 1,180.00	\$ 1.00	\$ 1,180.00	\$ 1.00	\$ 1,180.00	\$ 1.10	\$ 1,298.00	\$ 0.10	\$ 118.00	\$ 1.50	\$ 1,770.00	\$ 0.95	\$ 0.42
50	Gravel Borrow Incl. Haul	2,500	TON	\$ 20.00	\$ 50,000.00	\$ 21.00	\$ 52,500.00	\$ 18.25	\$ 45,625.00	\$ 21.00	\$ 52,500.00	\$ 22.00	\$ 55,000.00	\$ 15.00	\$ 37,500.00	\$ 14.00	\$ 35,000.00	\$ 18.54	\$ 3.09
51	Water	10	M GAL.	\$ 100.00	\$ 1,000.00	\$ 80.00	\$ 800.00	\$ 92.50	\$ 925.00	\$ 180.00	\$ 1,800.00	\$ 150.00	\$ 1,500.00	\$ 50.00	\$ 500.00	\$ 60.00	\$ 600.00	\$ 102.08	\$ 47.31
52	Crushed Surfacing Top Course	600	TON	\$ 50.00	\$ 30,000.00	\$ 35.00	\$ 21,000.00	\$ 56.00	\$ 33,600.00	\$ 43.50	\$ 26,100.00	\$ 40.00	\$ 24,000.00	\$ 40.00	\$ 24,000.00	\$ 36.00	\$ 21,600.00	\$ 41.75	\$ 6.96
53	HMA Cl. 1/2" PG 58H-22	730	TON	\$ 140.00	\$ 102,200.00	\$ 140.00	\$ 102,200.00	\$ 129.00	\$ 94,170.00	\$ 145.00	\$ 105,850.00	\$ 128.00	\$ 93,440.00	\$ 128.00	\$ 93,440.00	\$ 142.00	\$ 103,660.00	\$ 135.33	\$ 7.16
54	Asphalt Cost Price Adjustment	1	CALC	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ -
55	PVC Pipe for Water Main 8 In. Diam.	1,895	LF	\$ 50.00	\$ 94,750.00	\$ 58.00	\$ 109,910.00	\$ 77.50	\$ 146,862.50	\$ 64.50	\$ 122,227.50	\$ 70.00	\$ 132,650.00	\$ 40.00	\$ 75,800.00	\$ 76.00	\$ 144,020.00	\$ 64.33	\$ 12.74
56	Shoring or Extra Excavation Trench	7,900	SF	\$ 1.00	\$ 7,900.00	\$ 0.15	\$ 1,185.00	\$ 0.10	\$ 790.00	\$ 0.05	\$ 395.00	\$ 1.00	\$ 7,900.00	\$ 0.10	\$ 790.00	\$ 0.20	\$ 1,580.00	\$ 0.27	\$ 0.33
57	Gate Valve 8 In.	8	EA	\$ 2,300.00	\$ 18,400.00	\$ 2,200.00	\$ 17,600.00	\$ 3,200.00	\$ 25,600.00	\$ 2,280.00	\$ 18,240.00	\$ 2,000.00	\$ 16,000.00	\$ 1,900.00	\$ 15,200.00	\$ 2,400.00	\$ 19,200.00	\$ 2,330.00	\$ 423.28
58	Hydrant Assembly	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 7,350.00	\$ 29,400.00	\$ 11,100.00	\$ 44,400.00	\$ 7,740.00	\$ 30,960.00	\$ 7,000.00	\$ 28,000.00	\$ 5,000.00	\$ 20,000.00	\$ 6,000.00	\$ 24,000.00	\$ 7,365.00	\$ 1,900.91
59	Service Connection 1 In. Diam.	22	EA	\$ 1,500.00	\$ 33,000.00	\$ 1,750.00	\$ 38,500.00	\$ 1,900.00	\$ 41,800.00	\$ 2,650.00	\$ 58,300.00	\$ 1,500.00	\$ 33,000.00	\$ 1,200.00	\$ 26,400.00	\$ 1,500.00	\$ 33,000.00	\$ 1,750.00	\$ 458.26
60	Dual Service Connection 1 In. Diam.	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,700.00	\$ 7,400.00	\$ 3,060.00	\$ 6,120.00	\$ 2,200.00	\$ 4,400.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,910.00	\$ 471.70
61	Landscape Restoration	1	EST	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
62	Cement Conc. Traffic Curb and Gutter	1,885	LF	\$ 40.00	\$ 75,400.00	\$ 26.00	\$ 49,010.00	\$ 23.25	\$ 43,826.25	\$ 24.50	\$ 46,182.50	\$ 38.00	\$ 71,630.00	\$ 22.00	\$ 41,470.00	\$ 44.00	\$ 82,940.00	\$ 29.63	\$ 8.32
63	Cement Conc. Pedestrian Curb	185	LF	\$ 40.00	\$ 7,400.00	\$ 32.00	\$ 5,920.00	\$ 28.75	\$ 5,318.75	\$ 30.00	\$ 5,550.00	\$ 46.00	\$ 8,510.00	\$ 35.00	\$ 6,475.00	\$ 60.00	\$ 11,100.00	\$ 38.63	\$ 11.11
64	Cement Conc. Driveway Entrance Type 1	480	SY	\$ 85.00	\$ 40,800.00	\$ 70.00	\$ 33,600.00	\$ 66.50	\$ 31,920.00	\$ 76.00	\$ 36,480.00	\$ 90.00	\$ 43,200.00	\$ 80.00	\$ 38,400.00	\$ 94.00	\$ 45,120.00	\$ 79.42	\$ 9.93
65	Cement Conc. Driveway Entrance Type 3	105	SY	\$ 85.00	\$ 8,925.00	\$ 75.00	\$ 7,875.00	\$ 66.50	\$ 6,982.50	\$ 76.00	\$ 7,980.00	\$ 90.00	\$ 9,450.00	\$ 85.00	\$ 8,925.00	\$ 94.00	\$ 9,870.00	\$ 81.08	\$ 9.46
66	Exposed Aggregate Driveway Entrance	65	SY	\$ 100.00	\$ 6,500.00	\$ 100.00	\$ 6,500.00	\$ 91.50	\$ 5,947.50	\$ 105.00	\$ 6,825.00	\$ 180.00	\$ 11,700.00	\$ 125.00	\$ 8,125.00	\$ 200.00	\$ 13,000.00	\$ 133.58	\$ 41.54
67	Cement Conc. Sidewalk	565	SY	\$ 75.00	\$ 42,375.00	\$ 62.00	\$ 35,030.00	\$ 57.00	\$ 32,205.00	\$ 65.00	\$ 36,725.00	\$ 82.00	\$ 46,330.00	\$ 65.00	\$ 36,725.00	\$ 76.00	\$ 42,940.00	\$ 67.83	\$ 8.51
68	Cement Conc. Curb Ramp Type Parallel A	5	EA	\$ 2,500.00	\$ 12,500.00	\$ 2,200.00	\$ 11,000.00	\$ 2,000.00	\$ 10,000.00	\$ 2,030.00	\$ 10,150.00	\$ 2,500.00	\$ 12,500.00	\$ 2,000.00	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00	\$ 2,205.00	\$ 219.37
69	Cement Conc. Curb Ramp Type Parallel B	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,900.00	\$ 3,800.00	\$ 1,920.00	\$ 3,840.00	\$ 2,500.00	\$ 5,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,136.67	\$ 259.59
70	Pothole Existing Underground Utility	5	EA	\$ 500.00	\$ 2,500.00	\$ 350.00	\$ 1,750.00	\$ 620.00	\$ 3,100.00	\$ 525.00	\$ 2,625.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 499.17	\$ 79.08
71	Repair Existing Public and Private Facilities	1	EST	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
Subtotal Schedule B					\$ 724,966.00		\$ 676,479.00		\$ 638,826.00		\$ 707,959.00		\$ 765,554.00		\$ 509,123.50		\$ 696,446.00		
Sales Tax, 8.8%					\$ 63,797.01		\$ 59,530.15		\$ 56,216.69		\$ 62,300.39		\$ 67,368.75		\$ 44,802.87		\$ 61,287.25		
Total Schedule B					\$ 788,763.01		\$ 736,009.15		\$ 695,042.69		\$ 770,259.39		\$ 832,922.75		\$ 553,926.37		\$ 757,733.25		

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount										
Schedule C - Sanitary Sewer																			
72	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 2,690.00	\$ 2,690.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,131.67	\$ 918.52
73	Shoring or Extra Excavation Class B	175	SF	\$ 1.00	\$ 175.00	\$ 1.00	\$ 175.00	\$ 1.00	\$ 175.00	\$ 16.00	\$ 2,800.00	\$ 6.00	\$ 1,050.00	\$ 0.10	\$ 17.50	\$ 5.00	\$ 875.00	\$ 4.85	\$ 5.44
74	PVC Sanitary Sewer Pipe 6 In. Diam.	20	LF	\$ 75.00	\$ 1,500.00	\$ 200.00	\$ 4,000.00	\$ 258.00	\$ 5,160.00	\$ 285.00	\$ 5,700.00	\$ 225.00	\$ 4,500.00	\$ 200.00	\$ 4,000.00	\$ 150.00	\$ 3,000.00	\$ 219.67	\$ 43.58
75	Sewer Cleanout	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,700.00	\$ 3,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,010.00	\$ 2,020.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 2,000.00	\$ 4,000.00	\$ 1,185.00	\$ 597.88
76	Repair Existing Public and Private Facilities	1	EST	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
Subtotal Schedule C					\$ 11,175.00		\$ 10,575.00		\$ 10,935.00		\$ 15,710.00		\$ 9,550.00		\$ 8,317.50		\$ 12,375.00		
Sales Tax, 8.8%					\$ 983.40		\$ 930.60		\$ 962.28		\$ 1,382.48		\$ 840.40		\$ 731.94		\$ 1,089.00		
Total Schedule B					\$ 12,158.40		\$ 11,505.60		\$ 11,897.28		\$ 17,092.48		\$ 10,390.40		\$ 9,049.44		\$ 13,464.00		

GRAND TOTAL					\$ 1,611,907.41		\$ 1,468,801.75		\$ 1,486,238.47		\$ 1,505,855.37		\$ 1,582,678.15		\$ 1,613,759.31		\$ 1,698,586.75		
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Math Error



September 1, 2022

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Mark Sandal
Programs Manager

RE: South Park Street Overlay and Water Main
Recommendation to Award

Dear Mr. Sandal,

We have reviewed all construction bid proposals for the above referenced project. Strider Construction (Strider) provided the lowest responsive bid for Schedules A, B, and C at \$1,468,801.75.

Please note that Strider did not submit the Bidder Identification with their bid. The Bidder Identification states that "Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid."

Also note that Stremler Gravel, Inc. did not submit the Local Agency Subcontractor List with their bid as required by the WSDOT Specifications and the Project Special Provisions. The omission of the Location Agency Subcontractor List is a reason to consider their bid irregular and ultimately rejected.

Despite the above information, we recommend that you award the contract to Strider subject to the following:

- Required project funds are available

Sincerely,

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

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	September 6, 2022	
Name of Agenda Item:	Professional Services Agreement with The Watershed Company	
Section of Agenda:	Consent	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
ES-Dickinson Park Forestry Assessment Professional Services Agreement from The Watershed Company.		
Summary Statement:		
<p>The Parks Department, with the assistance of the Planning Department, proposed and reviewed the ability to provide a proper forestry assessment of the Dickinson property for further development and maintenance. The Watershed Company responded with a proposal. Parks Committee reviewed the proposal and recommended forwarding it to full council for approval.</p>		
Recommended Action:		
Motion to approve the Dickinson Park Forest Assessment Professional Services Agreement from The Watershed Company and authorize the Mayor’s signature on the agreement.		

**AGREEMENT
FOR PROFESSIONAL SERVICES**

BETWEEN

**CITY OF LYNDEN
300 4TH STREET
LYNDEN, WA 98264**

AND

**THE WATERSHED COMPANY
750 6TH ST SOUTH
KIRKLAND, WA 98033**

PROJECT: Dickinson Park Forest Assessment Report

THIS AGREEMENT combines all understanding between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements, or understandings, whether written or oral.

The performance of the professional services described here, as well as payment for such services, shall be on the terms and conditions presented in this Agreement and the following Sections which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section 1 - Relationship of the Parties
- Section 2 - Payment
- Section 3 - General Provisions
- Section 4 - Scope of Services
- Section 5 - Extent of Agreement

SECTION 1: RELATIONSHIP OF THE PARTIES

The City of Lynden hereby contracts with The Watershed Company ("Consultant") to perform the professional services described in Exhibit A of this Agreement.

This Agreement shall enure to the benefit of and be binding upon the successors, assigns, and legal representatives of each of the Parties hereto. The Consultant must notify and obtain approval from the City prior to contracting with a sub-consultant(s). Any other assignment or transfer of an interest in this Agreement, by either Party, without the written consent of the other shall be void.

SECTION 2: PROFESSIONAL REIMBURSEMENT

Professional Reimbursement to the Consultant shall be in accordance with the Consultant's budget for the Scope of Work described in Exhibit A.

The budgeted total cost for each requested service shall be a "not to exceed" cost. The City shall pay all of the Consultant's invoices in accordance with the other conditions of the Agreement.

SECTION 3: GENERAL PROVISIONS

3.1 PROFESSIONAL SERVICES

The Consultant shall be consultant and advisor to the City, and shall not be agent or representative of the City. The Consultant represents that the studies, survey results, projections, plans, reports, specifications, cost estimates, recommendations and all other consulting, and analytical services furnished under this Contract will be in accordance with generally accepted professional practices. The Consultant hereby agrees to exercise usual and customary professional care in efforts to comply with all federal; state and local laws, rules and ordinances applicable to the work and to this Agreement in force at the time of Consultant's performance of the work hereunder.

The Consultant makes no other representation or warranty, express or implied.

3.2 PAYMENT CONDITIONS

The City agrees to pay the Consultant on a monthly basis, during the term of the project, commensurate with portions of the work completed. The Consultant's compensation shall be paid monthly on account, for the services performed during that month, with payment due within 30 days of the invoice date. The City of Lynden, Finance Department, must receive invoices from vendors by the 5th of each month (or the following Monday if the 5th falls on a weekend day) for processing in the current month's run. The Finance Department is required to seek City Council approval to pay invoices during the second City Council meeting of the month (third Monday) before payment can be rendered. **All invoices must include the Project name and number and the services rendered, according to the approved scope of work, for which payment is to be rendered. Consultant is responsible for providing a cost tracking report for fund allocations and for declining budget balances on invoices. Invoices and supporting documentation will be reviewed for completeness before payment will be authorized.**

The Consultant will not incur any liability for damages of any type or nature when the performance is stopped as a result of stopping performance of services due to the failure of the City to pay for services rendered.

3.3 GENERAL CITY RESPONSIBILITIES

The City shall provide full information regarding its requirements for the services to be performed by the Consultant, and any circumstances known to the City that would hinder the Consultants performance, or make performance by the Consultant more difficult or expensive than would ordinarily be expected. The City shall furnish any required information and services, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services. If the City observes or otherwise becomes aware of any fault or defect in the services performed by the Consultant, the City shall promptly give written notice thereof to the Consultant.

3.4 PROFESSIONAL RESPONSIBILITY

The Consultant represents that the services shall be performed within the limits prescribed by this Agreement in a manner consistent with that type of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representations to the City, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or

otherwise. The Consultant shall not accept other tasks, within the City of Lynden, that could be viewed as a conflict of interest.

3.5 LIABILITY FOR CLAIMS

The City shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the Consultant against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the City, its agents, or employees, and the Consultant, its agents, or employees. Likewise, the Consultant, shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the City against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the Consultant, its agents, or employees, and the City, its agents, or employees. For purposes of this provision, the City and Consultant agree to waive the statutory immunity under Title 51 of the Revised Code of Washington, and the parties, by this Agreement, certify and warrant that its waiver of statutory immunity was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

3.6 INDEMNIFICATION

The City agrees that the following language shall be included in any agreement between the City and any third person and/or any third person and fourth person ("SubConsultant") for work of any kind or nature to be performed in connection with the Project, including without limitation, construction services.

"The Consultant shall defend, indemnify, and hold harmless the City and its respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, actions, and costs, including reasonable attorney's fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost, or expense:

- (1) Is attributable to bodily injury, sickness, disease, or death or to injury to, or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom or to purely economic loss; and
- (2) Is caused in whole or in part by any negligent act or omission on the part of the SubConsultant, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- (3) It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Consultant and City. The provisions of this section shall survive the expiration or termination of this Agreement."

3.7 INSURANCE

The Consultant shall maintain insurance coverage for claims under the Workmen's Compensation Act and claims for bodily injury, death, or property damage, which might arise from the performance of their services under this Agreement. Limits of liability shall be as follows:

Professional Liability	\$1,000,000	each occurrence
Professional Liability	\$2,000,000	annual aggregate
Comprehensive General Liability	\$1,000,000	each occurrence
Comprehensive General Liability	\$2,000,000	annual aggregate
Automobile Liability	\$1,000,000	combined single limit

The City of Lynden shall be listed as additional insured on all applicable certificates of insurance. Consultant will provide City with current insurance certificate upon request.

3.8 OPPORTUNITY TO REMEDY

The parties agree that in the event of alleged error or omission by the Consultant in performance of services under the Scope of Services, the City shall notify the Consultant promptly in writing of that fact and allow the Consultant a reasonable time to remedy the problem. Upon notice the Consultant shall promptly review and remedy the problem at the cost of the Consultant. Where responsibility for a problem may be shared by the Consultant and others, the Consultant shall endeavor to remedy the Consultant's share, at the cost of the Consultant, and to cooperate with others involved. If the Consultant demonstrates that it is not at fault, for a problem identified by the City under this Section, the City shall reimburse the Consultant for its costs of investigating the problem.

3.9 TERMINATION

After one year, the City may, at its sole discretion, terminate the Agreement, by giving the Consultant a 90-day written Notice of Termination, and the Consultant may terminate the Agreement by giving the City a 90-day written Notice of Termination. If any portion of the authorized work covered by this Agreement, and begun by the Consultant, shall be abandoned, unreasonably delayed, or indefinitely postponed, the Consultant may terminate this Agreement. Whether or not terminated, the City shall pay the Consultant for the services rendered in connection therewith, prior to written notice of such abandonment, delay, or postponement, payment to be based insofar as possible, on the amounts specifically established in the Agreement.

3.10 OWNERSHIP AND USE OF DOCUMENTS

Drawings, specifications, documents, reports and electronic discs prepared by the Consultant pursuant to this Agreement are property of the City. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others on extensions of the Project. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant-prepared drawings, specifications, or other documents.

All inventions, patents, design patents, and computer programs and copyrights relating thereto, acquired or developed by the Consultant in connection or relation to the Project, shall remain the property of the Consultant and shall be protected by the City from use by others, except pursuant to agreement in writing between the Consultant and the City, with agreed-upon compensation to the Consultant.

3.11 DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be submitted for mediation pursuant to the Mediation Rules of the American Intermediation Service (AIS) prior to the commencement of arbitration or other adjudicative procedures.

Mediations and arbitration hearings shall be held at the location mutually agreed upon by the Consultant and the City.

If a settlement is agreed upon through mediation, the parties may agree that the settlement be reduced to writing, and that the mediator(s) shall be deemed to be arbitrator(s), for the sole purpose of signing that written settlement agreement, which shall then have the same force and effect as an arbitral award.

3.12 CLAIMS AND DISPUTES

At the City's request, and only if the City and the Consultant first agree on compensation to the Consultant, the Consultant will assist the City in reviewing and evaluating claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes, regardless of whether or not the Consultant is named in such legal action. In no case shall the Consultant be obligated to provide such services until the method of compensation therefore is agreed.

3.13 COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION

The Consultant agrees to comply with all federal, state, and local laws governing equal opportunity employment. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

The Consultant will ensure that applicants for employment, and all employees during their employment, are treated without regard to race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The

Consultant agrees to take affirmative action to ensure that all of its employees, agents, and subConsultants adhere to this provision.

The Consultant will make positive efforts to utilize small businesses and minority-owned business sources of supplies and services. Efforts will allow these sources the maximum feasible opportunity to compete for sub-agreements and contracts to be performed utilizing federal grant funds.

3.14 REFERENCE INFORMATION

If the Consultant is required by the City to rely upon information provided by or through the City or a third party to perform the Consultant's services, the Consultant shall not be liable for errors or omissions in the Consultant's services caused by errors or omissions in said information.

3.15 ADDITIONAL TAXES

Since the Consultant's costs can be adversely affected through the application of new, additional, or retroactive taxes or charges (for instance, a sales tax on professional services or a new income tax), amounts due to the Consultant shall be increased equitably to compensate for any additional taxation charges, over those currently in effect, or for taxes retroactively determined to be due on services rendered, or on products delivered by the Consultant to the City.

3.16 APPLICABLE LAWS AND VENUE

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 and between the City and the Consultant, 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 proceeding, 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.

SECTION 4: SCOPE OF SERVICES

The Consultant agrees to perform the services requested per the attached Scope of Work (Exhibit A).

The Consultant will make every attempt to complete the work within the estimated budget and time schedule. However, should changes in the Scope of Work require the Consultant to expend more time or incur more expenses than anticipated, the Consultant will notify the City, and upon concurrence by the City, an amendment to the Agreement will be prepared and executed.

SECTION 5: 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. This Agreement may only be amended by written agreement of the parties.

SECTION 6: NOTICES

In every case where, under any of the provisions of this Agreement or in the opinion of either the City or the Consultant or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Planning Director, if given by the Consultant, or to the President or Secretary of the Consultant personally, if given by the City; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice

served in the manner herein provided, and until some other address shall have been so designated, the address of the City for the purpose of mailing such notices shall be as follows:

Parks Director
CITY OF LYNDEN
300 4th Street
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

The Watershed Company
750 6th Street South
Kirkland, WA 98033

SECTION 7: ATTORNEY’S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Agreement or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

SECTION 8: CONTRACT VALIDITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

SECTION 9: NONWAIVER OF BREACH

Failure of either party to require performance of any provision of this Agreement shall not limit such party’s right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 6, 2022	
Name of Agenda Item:	Letter to Northwest Washington Fair Regard LTAC Fee Collection	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: Lodging Tax
		Legal Review:
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Letter addressed to Northwest Washington Fair	
Summary Statement:	<p>At the recent Lodging Tax Advisory Committee meeting, the Northwest Washington Fair submitted a request for funding the 2023 budget year. At this meeting the committee further discussed why the Fair was not collecting lodging tax for the RV parking area when others, such as the KOA, do for a similar activity. Further discussion then occurred at the Community Development Committee meeting on this topic. At this meeting the CDC committee requested staff to write letter to the Fair notifying them to start collecting the appropriate fee under state regulation and LMC 3.36. Staff consulted with the City Attorney's office and a letter was created for council approval to authorize the Mayor to sign and deliver said document.</p>	
Recommended Action:	Have City Council pass a motion to approve the letter to the Northwest Washington Fair and authorize the Mayor to sign the letter and deliver to the Fair President.	

September 7, 2022

Mr. Matt Koetje
Board President
Northwest Washington Fair
1775 Front Street
Lynden, WA 98264

Re: Lodging Excise Tax

Dear Mr. Koetje:

I write on behalf of the City of Lynden (“City”) regarding Lodging Excise Tax required pursuant to Lynden Municipal Code (“LMC”) at LMC 3.36.010. It has come to my attention, and the City Council’s attention, that Northwest Washington Fair has not been collecting and remitting Lodging Excise Tax for use of its trailer camp spaces as required by Chapter 3.36 LMC. The excise tax due is four percent of the charge.

Please consider this as notice by the City that Northwest Washington Fair must begin collecting lodging tax for all camping trailers paying for space at its grounds by not later than **October 1, 2022** and remitting said collections as required by law.

Please let me know if you have any questions.

Very truly yours,

Scott Korthuis, Mayor

- c: Selena Burgess, Manager, Northwest Washington Fair
- City Council
- John Williams, City Administrator
- Bob Carmichael, City Attorney

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	September 6, 2022	
Name of Agenda Item:	Amendment to LMC 12.24 regulating E-Bike usage	
Section of Agenda:	Old Business	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Parks <input type="checkbox"/> Other: _____	Legal Review:
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Ordinance 1653 – Amendment to LMC section 12.24	
Summary Statement:	<p>At the August 1, 2002, meeting the City Council adopted ordinance 1649 setting Parks Rules. There was significant discussion regarding the use of E-Bikes on trails and setting a speed limit. Staff was directed to review the State laws regarding E-Bikes and what other jurisdictions have done regulating their use. There has been additional follow-up discussions at the August Parks Committee and the Public Safety Committee.</p> <p>In summary, this new section of LMC 12.24 contains language that authorizes the use of Class 1 & 2 E-Bikes on City Trails, but also creates a speed limit of 10 mph for all wheeled devices that may be used on the trail. Class 3 E-Bikes are not allowed for use on the trails but may be operated in areas designated for Motor Vehicle use (roads, bike lanes, etc.).</p>	
Recommended Action:	Staff recommends Council approve ordinance 1653 and authorize the Mayor sign the ordinance.	

ORDINANCE NO. 1653

AN ORDINANCE OF THE CITY OF LYNDEN AMENDING LYNDEN MUNICIPAL CODE CHAPTER 12.24 TO REGULATE ELECTRIC BICYCLES AND OTHER SIMILAR DEVICES IN CITY PARKS AND OTHER SENSITIVE AREAS OWNED BY THE CITY

WHEREAS, the City of Lynden (“City”) has noted an increase in the operation of electric-assisted bicycles (commonly known as “e-bikes”) and similar devices (particularly electric scooters, commonly known as “e-scooters) in City Parks; and

WHEREAS, e-bikes and e-scooters are becoming increasingly popular modes of transportation and recreation nationwide, thus necessitating regulatory action on the state and local level; and

WHEREAS, the City desires to amend the Lynden Municipal Code to establish rules regulating the use of e-bikes, e-scooters and other similar devices in City Parks and other sensitive areas owned by the City in order to provide clear guidelines for the use of such devices on City property and to promote responsible use thereon; and

WHEREAS, the City desires to amend the Lynden Municipal Code to establish rules regulating the use of e-bikes, e-scooters and other similar devices in City Parks and other sensitive areas owned by the City; and

WHEREAS, this ordinance is declared to be an exercise of the police power of the City of Lynden, and its provisions shall be liberally construed for the preservation and protection of the natural environment, public peace, safety and welfare of its citizens; and

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

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Lynden, as follows:

Section 1: Title 12.24, City Parks is hereby amended to include a new Section 12.24.165, Trail use, which shall read as follows:

12.24.165 Trail use.

- A. For the purposes of this section “trail” means any path, lane or walkway that is publicly owned in fee or by easement or maintained by the city or other public entity and which is primarily designed for use by nonmotorized users (including without limitation pedestrians, bicyclists and equestrians).

- B. For the purposes of this section “Motor vehicle” means any self-propelled device powered by an internal combustion or electric motor capable of being moved upon a road, and in, upon, or by which any persons or property may be transported or drawn, and shall include, but not be limited to, automobiles, trucks, motorcycles, motor scooters, jeeps or similar type four-wheel drive vehicles, and snowmobiles, whether or not they can be legally operated upon the public highways. This does not apply to wheelchairs powered by electric motors, electric-assisted bicycles, motorized foot scooters, electric personal assistive mobility devices, and nonmotorized personal mobility devices.
- C. For the purposes of this section “Electric-assisted bicycle” or “E-bike” shall have the meaning set forth in RCW 46.04.169 as currently enacted or hereafter amended, including the Class 1, 2 and 3 classification system set forth therein.
- D. For the purposes of this section “Motorized foot scooter” shall have the meaning set forth in RCW 46.04.336 as currently enacted or hereafter amended. By way of example, electric-assisted scooters (commonly known as “e-scooters”) would be a motorized foot scooter.
- E. For the purposes of this section “Electric personal assistive mobility device” or “EPAMD” shall have the meaning set forth in RCW 46.04.1695 as currently enacted or hereafter amended. By way of example, the device commonly marketed as a hoverboard would be an EPAMD.
- F. For the purposes of this section “Nonmotorized personal mobility device” or “NPMD” means a wheeled device designed for personal mobility (whether for recreational or transport purposes) powered entirely by human propulsion and not at all by an internal combustion or electric motor. By way of example, common types of NPMDs include bicycles, skateboards, roller skates, inline skates, and kick scooters.
- G. For the purposes of this section “travel” shall be construed to include all forms of movement or transportation on a trail, including but not limited to foot, horse, electric-assisted bicycle, motorized foot scooter, EPAMD, and NPMD.
- H. No person shall travel on a trail at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event, speed shall be so controlled as may be necessary to avoid colliding with persons or property. No person shall travel at speeds in excess of 10 miles per hour on a City of Lynden trail.
- I. No person shall travel on a trail in a negligent manner, which shall be construed to mean any form of travel on a trail in such a manner as to endanger or be likely to endanger any persons or property.

- J. Every person traveling on a trail shall obey the instructions of any official traffic control device applicable thereto placed in accordance with applicable laws unless otherwise directed by a police officer.
- K. Trails are open to all nonmotorized users (including but not limited to pedestrians, bicyclists, equestrians, and NPMD users) unless otherwise designated and posted. Trail restrictions may be posted at park entrances, trailheads or, in some cases, on individual trails. Trail use designations will be based on the park master plan, resource conservation, trail user conflicts, maintenance issues and safety hazards.
- L. Motor vehicles are prohibited on trails unless otherwise posted or designated, with the exception of authorized maintenance, police or emergency vehicles.
- M. Class 1 and 2 electric-assisted bicycles shall be allowed on trails unless otherwise posted or designated.
- N. Class 3 electric-assisted bicycles are prohibited on trails unless otherwise posted or designated, but shall be allowed wherever motor vehicles may be operated.
- O. Motorized foot scooters and EPAMDs shall be allowed on trails unless otherwise posted or designated.
- P. Every person who shall use or travel on a trail shall obey the following Model Trail User Code of Conduct.
 - 1. *Using a trail.* Every person using a trail shall stay as near to the right side of the trail as is reasonable and safe, excepting those movements necessary to prepare to make or make turning movements, or while overtaking and passing another user moving in the same direction.
 - 2. *Regard for other trail users.* Every user shall exercise due care and caution to avoid colliding with any other trail user. All users shall travel in a consistent and predictable manner. All users shall restrict speed and manner of operation to reasonable and prudent practices relative to terrain, prevailing conditions, equipment, personal capabilities, personal safety, and the safety of other trail users.
 - 3. *Groups on trail.* No group of trail users, including their animal(s), shall occupy more than one half of the trail as measured from the right side, so as to impede the normal and reasonable movement of trail users.
 - 4. *Dismounting.* Every trail user shall dismount and walk in congested areas and posted walk zones.

5. *Audible signal when passing.* Every trail user except for pedestrians shall give an audible warning signal before passing another trail user. The signal must be produced in such a manner as to allow adequate time for response. The signal may be given by voice, bell or horn.
6. *Overtaking trail users on the left.* Any trail user overtaking another trail user proceeding in the same direction shall pass to the left of such overtaken user at a safe distance, and shall stay to the left until safely clear of the overtaken user.
7. *Entering and crossing trail.* Trail users entering or crossing the trail at uncontrolled points shall yield to traffic on the trail.
8. *Lights on trail users.* All bicyclists (including users of electric-assisted bicycles) using the trail from one-half hour after sunset to one-half hour before sunrise shall equip their bicycles with a headlight visible 500 feet to the front, and a red or amber light visible 500 feet to the rear.
9. *Regard for equestrian users on trail.* Trail users shall exercise extreme caution to prevent frightening horses with sudden noise or movement and shall always yield right of way to horses and warn equestrian users when approaching from behind and attempting to pass.
10. *Regard for adjacent property owners.* Trail users should respect private lands adjacent to trails and should stay on trails to avoid trespassing on or interfering with adjacent private property.
11. *Regard for nonmotorized users on trail.* Users of motorized devices on trails shall always yield right of way to nonmotorized trail users.
12. *Regard for wildlife.* Trail users shall not disturb or harass wildlife.

Section 2: Section 12.16.080 is hereby amended and shall read as follows:

12.16.080 Restrictions on sidewalk usage in the Central Business District—Where.

- A. It is unlawful for any person to operate an electric-assisted bicycle, motorized foot scooter, nonmotorized personal mobility device (such as a skateboard, roller skates, or kick scooter), or electric personal assistive mobility device (such as a hoverboard) upon sidewalks within the Historic Business District (as per the comprehensive plan and shall generally be defined as Front Street between Second Street and Eighth Street, including alley ways, in the city).
- B. Electric-assisted bicycle, motorized foot scooter, nonmotorized personal mobility device, and electric personal assistive mobility device shall have the meanings set forth in Section 12.24.165 as currently enacted or hereafter amended.

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

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

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

AFFIRMATIVE VOTE ____ IN FAVOR, AND _____ AGAINST, AND SIGNED BY THE MAYOR THIS ____ DAY OF _____ 2022.

Scott Korthuis, Mayor

ATTEST:

Pamela Brown, City Clerk

APPROVED AS TO FORM:

Robert Carmichael, City Attorney

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	September 6,2022	
Name of Agenda Item:	Contract to engage Federal Lobbyist services	
Section of Agenda:	New Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
Legal Review:	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	Contract for CFM Advocates and Company Background	
Summary Statement:	<p>Based on the 2021 flooding event and the unprecedented infrastructure bill passed at the federal level, there was interest from the small cities group to consider engaging a federal lobbying firm. A presentation was made to the group by CFM and later an on-site follow up to tour the potential projects.</p> <p>Based on the information and review of projects presented by the City, CFM felt Lynden was a good candidate to apply for federal grant programs and potentially receive funding. Specifically for the Pepin Creek project(s) and Bradley Road.</p> <p>There may be a coalition of several small cities and the County forming a group for flooding mitigation, however, that effort will be led by the County and most likely not occurring until a later date in 2023.</p> <p>The Mayor has discussed the possibility of joining with a federal lobbyist at the Finance and Public Works committee meetings.</p>	
Recommended Action:	Staff recommends that City Council authorize the Mayor to sign a contract with CFM Advocates for federal lobbying services.	



August 23, 2022

John Williams
City Administrator
City of Lynden
300 4th Street
Lynden, WA 98264

Dear John:

This letter of agreement (“Agreement”) details the agreement between the City of Lynden (“Client”) and CFM Advocates (“CFM”).

CFM’s Team

For purposes of this engagement, the CFM team will be as follows:

- Joel Rubin, Partner;
- David Hodges, VP Public Affairs, and
- Michael Skipper, Manager, Federal Affairs.

Scope of Work

- 1) Work with the Client to develop, prepare, and coordinate up to four earmark and four grant requests.
- 2) Research and locate proper federal account for grant and earmark application.
- 3) Work with Client to prepare supporting documentation, strategic messaging and communications literature for grant and earmark requests.
- 4) Schedule and attend meetings in Washington, D.C. between City officials and Congressional representatives and staff. Plan and schedule additional meetings in D.C. and Lynden, as necessary.
- 5) Work with Client to obtain letters of support from stakeholders for project and submit letter to federal agencies and congressional offices.
- 6) Work with Members of Congress to advocate and secure grant and earmark funding.
- 7) Monitor House and Senate Appropriations, Transportation and Infrastructure bills and prepare timely updates to Client.

1050 SW 6th Avenue
Suite 1100
Portland, OR 97204
503.294.9120



311 Massachusetts Ave NE
Second Floor
Washington, DC 20002
202.347.9170



495 State Street
Suite 510
Salem, OR 97301



cfmadvocates.com



Term and Termination

This Agreement commences on September 12, 2022 and continues through December 2023, with an option to extend the contract for an additional three years. Either party may terminate this Agreement for any reason by providing not less than 30 days' written notice to the other party. The terms of this Agreement, that by their sense and context are intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

Compensation

In consideration for its services, Client will pay CFM a monthly retainer of \$5,000, which includes usual and customary out-of-pocket expenses. CFM typically issues invoices at or shortly after the first of each month for services provided in the previous month, and payments are due within 25 days from the date of the invoice. Interest charges will apply to all account balances outstanding beyond 60 days. CFM will be responsible for payment of all income, social security and other tax liabilities for all CFM partners and employees. The first billing under this Agreement will occur on September 31, 2022 and, thus, the invoice will reflect a prorated amount.

Additional Services

The cost to hire a consultant to write complicated and time-consuming grant applications, similar to RAISE grants, can range between \$20,000 to \$60,000. These 30-page applications are extremely time intensive and require significant skill and insight into the program. CFM has a strong track record of success in drafting these complicated proposals and ultimately being awarded. CFM is the only lobby firm in the country to have successfully landed six BUILD/RAISE grants in each of the last six years.

Client will pay CFM a discounted \$10,000 grant writing fee for these time intensive grant projects that are 10+ pages. Grants that would be eligible for the \$10,000 include, but are not limited to: RAISE, INFRA, Rural Surface Transportation, Mega, Bridge Investment Program, Safe Streets for All and Reconnecting Communities. Any other federal grant application within a 10-page limit is included as part of our annual retainer.

Compliance with Applicable Laws

Each party shall comply in all material respects with all applicable laws, rules and regulations governing its performance hereunder.

Confidentiality

During the course of its work for Client, CFM and its employees may have access to certain sensitive and proprietary Client information. CFM will hold such information in strict confidence during the term of this Agreement and until the date that is three years after the date on which



this Agreement terminates. The foregoing does not apply to any information that must be disclosed by judicial, arbitral or governmental order or process or operation of law, in which event CFM shall notify Client of the disclosure requirement before making such disclosure, if allowed by applicable law, and shall comply with any protective order or other limitation on disclosure that Client may obtain.

Indemnification and Insurance

CFM will defend, indemnify and hold Client harmless with respect to any third-party claims or actions against Client to the extent based upon (i) the acts or omissions of CFM if they constitute a breach of this Agreement, or (ii) any claim or action for libel, slander, piracy, plagiarism, invasion of privacy or infringement of intellectual property (including copyrights) if they arise from materials prepared by CFM, except where any such claim or action may arise out of material furnished by Client as contemplated in the following paragraph.

Client will defend, indemnify and hold CFM harmless with respect to any third-party claims or actions against CFM to the extent based upon (i) the acts or omissions of Client if they constitute a breach of this Agreement, (ii) the use by CFM of materials furnished by Client or where material created by CFM is changed by Client without CFM's prior written consent, or (iii) any claim or action for libel, slander, piracy, plagiarism, invasion of privacy or infringement of intellectual property (including copyrights) if they arise from materials furnished by Client. "Materials furnished by Client" includes, without limitation, information or data provided by or through Client that CFM uses to substantiate claims made in public communications on Client's behalf.

In the event of any proceeding against Client by any regulatory agency or in the event of any court action challenging the validity or propriety of any work involving CFM, to the extent not covered by CFM's obligations set forth herein to defend, indemnify and hold harmless Client, CFM shall provide reasonable assistance in the preparation of the defense of such action or proceeding and cooperate with Client. Client will reimburse CFM for any out-of-pocket costs incurred in connection with any such action or proceeding.

CFM will maintain in force during the term of this Agreement, at its sole expense, commercial general liability insurance coverage having a minimum limit of liability of one million dollars (\$1,000,000).

Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable to the other for any incidental, indirect, special, consequential, punitive or exemplary damages, lost profits, lost sales or anticipated orders, or damages for loss of goodwill under or pursuant to this Agreement, even if a party was informed or knew or should have known of the possibility of such damages or loss, except for damages or losses arising from third-party indemnity liability. This limitation applies regardless of whether such damages, claims or losses



are sought based on breach of contract, breach of warranty, negligence, strict liability, misrepresentation or any other legal or equitable theory.

Miscellaneous

The parties agree to discuss any dispute relating to this Agreement for a period of not less than 30 days before either party may institute formal legal proceedings against the other with respect to such dispute, except with respect to breaches (whether threatened or actual) of covenants for which equitable relief is sought. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no other agreements, understandings, restrictions, warranties or representations (whether written or oral) concerning the subject matter of this Agreement.

The parties may amend this Agreement by written addendum signed by both parties to include other terms, including additional projects in the Scope of Work and fees for such projects.

Dated as of September ____, 2022 by the undersigned duly authorized representatives of Client and CFM.

City of Lynden

CFM Advocates

John Williams
City Administrator

Joel Rubin
Partner





Background

CFM Advocates (CFM) is a fully integrated consulting firm with practice areas in federal and state lobbying and local public affairs. We are based in the Pacific Northwest with full-time staff in Portland, Vancouver, Salem, and Washington, DC. For over 30 years, CFM Advocates has worked at the federal level to guide our clients through an ever-changing political environment and achieve legislative and funding objectives.

Our bipartisan team has worked extensively with elected officials at all levels of government. We are former senior level congressional staffers who guided legislative goals and managed relationships on behalf of U.S. Senators and Representatives. Our long-standing record of success is **nationally recognized by Bloomberg Government** as being one of only 10 federal lobbying firms (out of more than 11,000) that has retained 100 percent of its clients over a four-year period.

CFM is more than a lobbying firm with great connections. We develop the right strategies, messages, and presentations to position our clients’ legislative objectives and grant projects in the best light possible. CFM’s trademark is strategic communications to help our clients say the right things to the right people at the right time to obtain the desired results. We are experts at coordinating this comprehensive approach, and our record of success is clear.

Proven Success – Securing Federal Grants

CFM Advocates has successfully represented clients in Washington State and Oregon helping them navigate the federal process, advocate for or against legislation and secure hundreds of millions of federal dollars for transportation, housing, economic development, public safety, water, health, and energy projects.

Our grant work is point of pride for CFM. Just in the last three years, CFM secured more than \$145 million in federal grants and resources for our clients from more than a dozen sub-agencies. As a result, our clients are averaging a 62:1 return on investment. In addition, CFM has advocated for six successful USDOT BUILD grants in each of the last six rounds, a record unmatched in the industry.

CFM covers all aspects of the grant process from start to finish. We will work closely with you throughout the application process, from before a grant opens to organizing a ribbon cutting after a project is dedicated. This comprehensive strategy includes meeting directly with federal agency staff to receive specific guidance, contacting previous successful applicants for additional suggestions, drafting grant applications and providing strategic edits to grant proposals.



We will work with the congressional delegation and other stakeholders to secure letters of support and targeted, timely phone calls to federal officials and program staff in support of the grant request.

Our comprehensive approach has led to numerous successful case studies. Below, we have outlined some of our recent successes in working with our clients and federal agencies to secure grant funds.

Transportation – CFM has secured a RAISE/BUILD/TIGER award in each of the last six rounds, a record of achievement unmatched by any other lobbying firm. Each RAISE grant has its own path to success and CFM takes pride in delivering these catalytic projects. In November, CFM helped the Port of Longview secure a \$16 million BUILD grant to expand its industrial rail corridor. Only 63 capital grants were awarded nationwide for the RAISE program, which were announced by Transportation Secretary Pete Buttigieg. The Port of Longview’s award was one of only three capital grant recipients in Washington state.

In addition to help drafting the grant application, CFM prepared advocacy materials that emphasized enhanced safety at congested freight intersections in Longview, increased operating efficiencies, redevelopment of a grain export terminal shuttered in the 1980s and improved access to the Port’s eight berths and its undeveloped 282-acre Barlow Point site. CFM was able to get the Congressional delegation to actively support the project.

Economic Development – One of our most successful projects over the last few years, Vancouver’s Downtown Waterfront Redevelopment Project, epitomizes CFM’s way of doing business. We look under every rock, work every angle and clearly communicate with elected officials about the needs and benefits of worthy projects in the Pacific Northwest. Over a five-year period, we helped Vancouver secure more than \$13 million in federal earmarks and six federal grant streams to revitalize its downtown area.

We helped the city apply for funds, lobby the congressional delegation and agency officials on behalf of the project and coordinated a grassroots effort to mobilize support. This economic development and sustainable land-use success story is a model that can be replicated throughout the Northwest.

Public Safety – CFM and the City of Longview submitted two grants to FEMA to hire three firefighters and refurbish a fire station. Both grant applications received awards totaling nearly \$700,000. CFM worked with the Longview Fire Department staff to draft, edit and submit the application. CFM also coordinated the advocacy effort and met with FEMA staff to ensure the projects aligned with the priorities of the program.

Water/Sewer – In early 2021, CFM helped Beaverton secure an \$81 million Water Infrastructure Financing (WIFIA) financing package to help complete the Beaverton Water Supply Improvement Program. The project represents a series of projects that will improve the reliability of the City’s water system, increase its resiliency to seismic events, and implement a new stormwater reuse system. CFM worked with the City to draft, edit, and submit the 35-plus page application. In addition to support letters provided by members of Congress, CFM worked with Representative Bonamici on a timely phone call to



EPA in support of the proposal. CFM continued a coordinated lobbying effort throughout the review process to ensure the project remained on track for an award.

Industrial Development – CFM helped Tigard secure a \$2.1 million Economic Development Administration (EDA) grant, one of the largest in the region, to spur economic development in its 138-acre Hunziker Core commercial/industrial area.

CFM worked with Tigard and the Congressional delegation for nearly two years to build support for the project. We strategically utilized key City staff, the Mayor and other local stakeholders to tell the full story of the project. We prepared talking points, one pagers, maps and other information to complement on-the-ground tours with members of Congress and EDA officials. Because CFM has offices in Portland and DC, we coordinated multiple contacts with both regional and national EDA decision makers. We worked directly with City staff to draft and edit its application, solicit information from other successful applicants and submit the proposal with strong Congressional support and buy-in. We also had multiple congressional offices weigh in at key times in the review process.

Proven Success – Congressionally Directed Spending (Earmarks)

Earmarks are back after a 10-year hiatus. Earmarks provide multiple opportunities for cities and counties to request funds directly from their Congressional delegation for water infrastructure, transportation, public safety, and community development projects. Similar to our grant work, CFM helps with every step of the process. CFM helps cultivate a list of competitive projects that are appealing to Members of Congress while targeting multiple earmark accounts. We will help you complete congressional applications, provide strategic guidance for meetings with Members of Congress and staff and ultimately advocate for inclusion in spending bills.

In 2021, CFM secured 27 earmarks totaling \$27.6 million. The projects ranged from road, transit, water, tourism, police equipment, crisis intervention and dredging. In 2022, CFM clients have secured over \$58.5 million for clients in the House and Senate Appropriations bills.

CFM is proud to note that all clients with CFM the last two years have secured an earmark in the FY22 or FY23 House or Senate appropriations package (**100% success**) and in FY23, 85% of CFM clients secured funding for at least one earmark.

Proven Success – Agency Advocacy

CFM provides wide-ranging, comprehensive federal advocacy services. In addition to federal funding, CFM has a strong record of accomplishment working with agencies. Many times, our clients face complex challenges imposed on them by federal agencies. Complex issues typically involve numerous parties, stakeholders and bureaucratic roadblocks. Just in the last few years, CFM successfully managed four extremely complicated and timely issues for our clients.

CFM worked with Marion County, Aurora Airport staff, airport businesses, Oregon Department of Aviation, Congressman Schrader's staff and the FAA to lift the ban on Aurora night operations. After months of delays by the FAA, Marion County asked CFM to step in moments before several local airport



users were planning to relocate their operations. Within days, CFM coordinated a congressional and state action plan that compelled the FAA to remove its flight restrictions.

CFM worked with the City of Vancouver, the Oregon and Washington congressional delegations, the Port of Portland and the FAA to ensure Pearson Field was not shut down due to last-minute regulations imposed by the FAA. Within days, working with stakeholders, FAA headquarters in DC was persuaded to delay implementation of strict regulations that would have significantly hampered operations at Pearson and PDX. One month later, the delay was made permanent.

CFM worked with Tigard, Lake Oswego, Senators Wyden and Merkley and Congressmen Schrader and Bonamici to pressure the National Marine Fisheries (NMFS) to issue its biological opinion on a \$200 million-plus water project before a critical July 15 construction deadline. NMFS had failed to meet permit issuance deadlines, so CFM was called in to get the permit issued to avoid a delay that could have cost ratepayers \$1 million. After a month of coordination and nearly daily contact with federal agencies, the permit was issued.

CFM worked with the Washington Congressional delegation to locate the first new Vets Center in over a decade within the Lacey city limits. The new Vets Center was the top priority for Lacey’s Mayor. Despite budget constraints at the Veterans Administration, we were able to work through bureaucratic obstacles to establish the new Vets Center and ensure veterans in Thurston County receive the benefits and care they earned. The initial array of services includes Readjustment Counseling Services—a crucial function of the Veterans Health Administration (VHA)—and a broad range of other counseling, outreach and referral assistance to eligible Active-Duty Service Members, Veterans, and their families.

The CFM Team

We pride ourselves on being a bipartisan firm. Our CFM team includes Democrats, Republicans and Independents. Regardless of party affiliation, our staff is able to work both sides of the aisle when working with elected officials.

CFM will dedicate a comprehensive team of four registered federal lobbyists to the Lynden account. Our team understands the needs of your city, has years of experience with your congressional delegation and has close ties to key agency officials, staff and key members of Congress. Team Lynden would include:

Joel Rubin, CFM Federal Affairs Partner, has over 23 years of experience working on federal issues in the Pacific Northwest. *Joel will continue to serve as the Project Manager and main point of contact for Team Lynden.*

Joel will work with you to craft your federal agenda, sync your priorities with the congressional delegation and provide a strategic roadmap to accomplishing your key objectives. Based in DC, Joel will work daily with congressional staff to ensure your priorities are top of mind and receive the attention they deserve. He will monitor and advocate for and against important legislation moving through Congress and regularly report back to City officials. Joel will coordinate with other national and regional



organizations in DC to leverage broader support for City priorities and align interests for broader policy initiatives.

A 1996 graduate of Frostburg State University, Joel served as Legislative Director to Congressman Brian Baird (D-WA), where he worked on a wide range of issues including transportation, taxes, trade, defense, energy, economics and budget. Joel was responsible for Baird's Transportation and Budget Committee assignments, managing the legislative agenda and coordinating the appropriations process. Joel leads the DC office and has been a registered lobbyist since 2005. Joel has strong contacts in the Oregon and Washington delegations, the House Appropriations and Transportation Committees, the Senate Appropriations and Environment and Public Works Committees, Corps of Engineers and Departments of Justice, Transportation, Commerce, Labor, Housing, Homeland Security, Energy and Veterans Affairs.

Michael Skipper, CFM Federal Affairs Manager and Grant Specialist, will assist Joel on a day-to-day basis in DC and serve as the full-time grant specialist for the Lynden account. Michael has over eight years of lobbying experience at the federal and state level representing a range of municipal interests. He maintains close working relationships with dozens of grant program staff at federal agencies and has a demonstrated record of success in crafting winning grant proposals. As such, Michael will monitor daily grant announcements, prepare grant summaries, draft and edit grant applications and secure support for project submissions.

Raised in Oregon's Willamette Valley, after graduating from Oregon State University in 2014, Michael was a part of CFM's State Affairs team in Oregon where he represented a range of corporate, nonprofit, and public sector interests. Between state legislative sessions, he pivoted from policy to politics and worked on candidate and ballot measure campaigns throughout Oregon.

David Hodges, Vice President, Public Affairs, will serve as the local contact and help with events and tours. Prior to joining CFM David served nearly ten years on the staff of Washington State's senior U.S. Senator Patty Murray. As Senator Murray's Southwest Washington Director, David was the Senator's public face and expert on all issues pertaining to the six counties in his region. Before joining the Senator's staff, David served as a Legislative Assistant in Olympia and guided a successful re-election of a state legislator. A Vancouver-native, David has a deep network of contacts and relationships with federal agency staff, elected officials at all levels of government and interest groups throughout the region. As a federal lobbyist and public affairs professional, David continues to reside in Vancouver with his family where his continued connection to the region makes him a more effective voice for his clients. He graduated from Washington State University Pullman with a degree in Communications.

Samantha Lostia, Associate, Federal Affairs, will assist Joel and Michael on a day-to-day basis. Samantha will coordinate DC trips for City officials to meet with the congressional delegation, key committee staff and top federal agency officials. Samantha brings a diverse skillset to the CFM team. She served as a sergeant in the U.S. Marine Corps Reserves for seven years and worked as a corporate paralegal for two law firms in California. Prior to joining CFM, she served as a Congressional Fellow for Congresswoman Jaime Herrera Beutler where she worked to analyze infrastructure and environmental legislation. Samantha holds an undergraduate degree in Political Science from the University of California Davis and a master's degree in Public Leadership from the University of San Francisco.



CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 6, 2022	
Name of Agenda Item:	Community Development Committee Minutes of August 24, 2022	
Section of Agenda:	Other	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
Draft Meeting Minutes of Community Development Committee		
Summary Statement:		
Draft CDC Minutes of August 24, 2022 attached for review.		
Recommended Action:		
Council review.		

CITY OF LYNDEN

PLANNING DEPARTMENT
Heidi Gudde – Planning Director
(360) 354 - 5532



COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

4:00 PM August 24, 2022
2nd Floor Conference Room, City Hall

1. ROLL CALL

Council Members: Gary Bode, Brent Lenssen, Kyle Strengholt, Scott Korthuis

Staff: Heidi Gudde, John Williams

Others: Gary Vis (Chamber of Commerce)

2. APPROVAL OF MINUTES

- a. Community Development Committee Meeting Minutes of 6/16/22 were not provided to Committee ahead of the meeting and were not able to be approved. Will be added to the September agenda.

3. DISCUSSION ITEMS

a. Update on Mixed-Use Code Revision

Gudde shared that the amendment to revise code on mixed-use is moving forward. The next step is a Planning Commission workshop on Sept. 8, 2022.

Gudde noted that staff is working on code which addresses small scale mixed use in the Central Lynden Sub-area and a map of the uses (within the area that is zoned CSL in the central Lynden sub-area) was provided.

Vis asked if the HBD sub-area was going to be expanded. The group asked that staff consider moving the HBD boundary to the alley north of Grover. Potential redevelopment opportunities for buildings along the Grover Street corridor were discussed. Meeting the current parking code could be challenging if these buildings were redeveloped.

The group discussed parking on Front Street and the availability of parking for customers. Also discussed the conversion of city-owned properties into public parking lots, the role of the Downtown Business Association, and the potential of creating a Local Improvement District to fund parking lot development.

Gudde noted that the HBD sub-area has its own set of permitted uses that are more restrictive than the uses permitted in CSL zoning. Asked the group if the desire to expand the HBD was simply for the parking exception or to shift this area into this revised list of uses. The group generally agreed that they did not wish to limit uses and asked about the parking exception. Gudde explained that

the parking exception was written into the parking code and not necessarily defined by the sub-area boundary. The upcoming parking revisions already increase the parking exception to 8th street but it could also be shifted north to include more of the downtown business core. This could provide good opportunities for redevelopment but the Council should recognize that if parking was perceived as challenging on Front Street then those issues could be expanded north when / if properties redeveloped.

Related to the mixed-use code change Gudde noted that a letter to property owners was sent at the end of July to solicit questions or concerns. Several had contacted staff with questions. Most feedback was positive.

Conclusions: The Committee requested that staff review the parking exemption related to the downtown business core and explore options and potential effects of expanding the exemption to the alley north of Grover.

b. City-Led Comprehensive Plan Amendment

Future Land Use Amendment: The Committee discussed the revision to Future Land Use along the south side of Birch Bay Lynden Road consistent with the provided exhibit was discussed. This would alter the future land use of property south of Birch Bay Lynden Road to low density (single-family) residential and industrial business zone. It would eliminate the land use of commercial in this area. Gudde noted that appropriate buffers between the residential and industrial property would be needed but she noted that these are the land uses in greatest demand and it provides opportunities for single family development on the west side of the City – outside the Pepin Creek Sub-area. Alternatively, the City will be creating higher density of housing around commercial centers through the mixed-use code revision.

The group also discussed future annexation and the options of bringing in all of the UGA or excluding some parcels along the Flynn Road whose owner(s) may not be interested in being added to the City.

Conclusions: The Committee concurred with the future land use shift south of the Birch Bay Lynden Road and staff will include this version in the upcoming city-led comp plan application. The Committee, given just cursory information, expressed support for the exclusion of Flynn Road properties from a potential annexation if the property owners wanted to remain in the County.

ea Boundary Revision: Gudde directed the Committees attention to the revision to Sub-area Boundaries consistent with mixed-use code revisions. The mixed-use code includes a prohibition of residential development within the newly defined western commerce sub-area. Gudde noted that this change came from previous discussions with the CDC. It would reduce the potential for conflict between industrial uses and residential uses.

Conclusions: Committee asked that staff expand the Central Lynden Sub-area to include the Blankers Estates development and the Fairview neighborhood south of the Kok Road. This would remove it from the new Gateway Sub-area

Land Use Shift and Rezones: In association with the mixed-use code amendment staff is proposing that some commercially zoned properties on the edges of the City would more appropriately be zoned to be 100% residential. This include properties along the Badger Road. Staff has currently included them in the Comp plan amendment and rezone application as RM-3. Gudde noted that land owners may wish to rezone to an even higher density but she noted that this was somewhat contradictory to the goals of the mixed-use revision – that high density housing would be centralized around commercial centers rather than the edges of the City.

Apartment buildings on Mercedes Drive were brought to the attention of the Committee. These were constructed under the city’s current mixed-use code which created blocks of high density housing (greater than 20 units per acre). Building owners here are interested in creating additional residential units in areas that were previously reserved for commercial space. Gudde pointed out that even if these parcels were zoned as RM-4 that the maximum density is already exceeded and adding units would only push this farther into non-compliance with code. Strengtholt maintained that holding these areas to commercial uses really doesn’t do anyone any good. Although Gudde agreed that residential may be more appropriate, the code doesn’t allow for greater density. No easy solutions to this situation were identified.

Conclusions: The Council committee agreed that high density housing on the edges of the City, away from services, was not the preferred option and directed staff to continue the application at lower densities such as RM-2 or RM-3.

4. INFORMATIONAL ITEMS

a. Civil Penalties Code Amendment

Staff provided the Committee with an update on the amendments currently being drafted which would clarify violations as either criminal or civil. Currently code lumps many violations into criminal misdemeanors, but they would be more appropriately labeled and processed as civil violations.

Civil violation would then be categorized as C1 – C10 type of violations and penalties would assigned per type. This fee structure would give staff better guidance on appropriate corrective actions.

Williams noted that intermediate steps including voluntary compliance will be written into code. Compliance is always the first priority. If compliance cannot be attained, then monetary penalties and potentially criminal penalties could result.

Williams noted that the draft code will go through multiple committees including CDC.

Staff and legal counsel drafting. General structure will place penalties and process in LMC Chapter 1.24. This will address penalties and the authority who can issue those penalties for violations from various chapters within the LMC.

Committee asked that the code come back to the CDC before it goes to full Council.

b. Update on Transitional Housing Code Draft Timeline

Staff and legal counsel drafting code related to transitional housing. Draft to be sent to public safety committee meeting discussion on Sept. 1 and will also come back to CDC on Sept 21.

Council members expressed concern that homes that had recently been considered for transitional housing continued to seek to establish transitional housing in these locations – both locations are adjacent to elementary schools and located in single-family neighborhoods.

Gudde noted that State code and case law must be considered when drafting the code so that it's a defensible code. The terminology of supportive housing is also relatively complex as there are many different types of supportive housing including emergency housing, group homes, adult care homes, and transitional housing. These provide services to various groups. Ensuring that our terminology with the state's definitions will be important. Legal counsel is on notice to review in the coming weeks / months.

Williams noted that the Department of Commerce will have a comment period. This is typically 60 days. Including this into the City's timeline for code amendment

Next Meeting Date: September 21, 2022

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 6, 2022	
Name of Agenda Item:	Calendar	
Section of Agenda:	Other Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Summary Statement:		
Recommended Action:		

September 6, 2022

Tuesday

9:00 AM - 10:00 AM

Copy: Leadership Team Meeting -- Annex Council Chamber

5:00 PM - 6:30 PM

Design Review Board -- TBD

7:00 PM - 9:00 PM

Copy: Council Meeting -- Annex Council Chamber

September 7, 2022

Wednesday

All Day

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

4:00 PM - 6:00 PM

Public Works Committee Meeting

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 253-948-9362,,547176899#](#) United States, Tacoma

Phone Conference ID: 547 176 899#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

September 8, 2022

Thursday

7:00 PM - 9:00 PM

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

September 11, 2022
Sunday

All Day 9-11 thru 9-24 Pay Period

September 13, 2022
Tuesday

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

September 14, 2022
Wednesday

8:00 AM - 5:00 PM Possible Jury Trial -- Annex Council Chamber; Annex South East Conference Room; Annex East Training Room; Annex North East Conference Room

7:00 PM - 9:00 PM Parks & Rec District Meeting -- Annex South East Conference Room

September 15, 2022
Thursday

2:00 PM - 4:00 PM Technical Review Committee -- tbd

September 16, 2022
Friday

All Day PAYDAY
PAYDAY

September 19, 2022
Monday

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

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

