



Mayor
Scott Korthuis

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

City Council Agenda - Regular Meeting
City Hall Annex, 205 4th Street
January 06, 2020

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

- [1.](#) Administer Oath of Office to Re-Elected Council Members
- [2.](#) Oath of Office for New Assistant Fire Chief- Tom Hatley

Approval of Minutes

- [3.](#) Draft Council Minutes-December 16, 2019

Items from the Audience ***Scheduled***

Unscheduled (20 Minutes)

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

Consent Agenda

- [4.](#) Approval of Payroll and Claims
- [5.](#) Appoint Mayor Korthuis to the 2020 Whatcom Transportation Authority Board and appoint Councilor Gary Bode to act as alternate
- [6.](#) Reappointment of Park and Trail Advisory Committee members
- [7.](#) Reappointment of Berthusen Advisory Committee member
- [8.](#) Remand Order for PRD Amendment 19-01 – RB Development (Parkview Apts)

Public Hearing

- [9.](#) Resolution No. 1015 Public Hearing for Stormwater Comprehensive Plan
- [10.](#) Ordinance No. 1599 Public Hearing for Comcast Franchise Agreement

Unfinished Business**New Business**

- [11.](#) Proposal to build a BMX pump track at Bender Fields
- [12.](#) Confirmation of Appointment to Planning Commission – Nikki Turner
- [13.](#) Re-Appointment to Planning Commission – Blair Scott

Other Business

- [14.](#) Draft Parks Committee Minutes December 16, 2019
- [15.](#) Outlook Calendar

Executive Session**Adjournment**

CITY OF LYNDEN

EXECUTIVE SUMMARY



<u>Meeting Date:</u>	January 6, 2020	
<u>Name of Agenda Item:</u>	Administer Oath of Office to Re-Elected Council Members	
<u>Section of Agenda:</u>	Oath of Office	
<u>Department:</u>	Administrative	
<u>Council Committee Review:</u>	<u>Legal Review:</u>	
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Other: N/A	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
<u>Attachments:</u>		
N/A		
<u>Summary Statement:</u>		
<p>Before transacting business at the January 6, 2020 council meeting the following re-elected council members will take an Oath of Office:</p> <p>Council Position # 1- Gary Bode Council Position #2- Ron Devalois Council Position #3- Gerald Kuiken Council Position #4- Brent Lenssen</p>		
<u>Recommended Action:</u>		
Administer Oath of Office to the four re-elected council members which include Councilor Bode, Councilor De Valois, Councilor Kuiken and Councilor Lenssen.		

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 6, 2020	
Name of Agenda Item:	Oath of Office for New Assistant Fire Chief	
Section of Agenda:	Oath of Office	
Department:	Fire	
Council Committee Review:		Legal Review:
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
Attachments:		
Summary Statement:		
Oath of Office ceremony for new Assistant Fire Chief Tom Hatley		
Recommended Action:		
Mayor Korthuis to swear in Tom Hatley as new Assistant Fire Chief.		



Assistant Fire Chief Oath of Office

I, _____ do solemnly swear to faithfully, honestly, and impartially perform my duties as Assistant Fire Chief for the City of Lynden to the best of my ability; to serve the Lynden Fire Department with respect and dignity; to honor the vision, mission, and values of the City of Lynden; to serve the citizens of the City of Lynden with compassion, courage and integrity; and to uphold the laws and constitutions of the United States of America, the State of Washington, and the City of Lynden; so help me God.

Assistant Fire Chief Signature

Date

Mayor Signature

Date

CITY OF LYNDEN

EXECUTIVE SUMMARY



<u>Meeting Date:</u>	January 6, 2020	
<u>Name of Agenda Item:</u>	Draft Council Minutes- Regular Meeting	
<u>Section of Agenda:</u>	Approval of Minutes	
<u>Department:</u>	Administration	
<u>Council Committee Review:</u>	<u>Legal Review:</u>	
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: N/A	<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<u>Attachments:</u>		
Draft Council Minutes- Regular Meeting		
<u>Summary Statement:</u>		
Draft Council Minutes- Regular Meeting		
<u>Recommended Action:</u>		
For Council review.		

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



December 16, 2019

1. CALL TO ORDER

Mayor Korthuis called to order the December 16, 2019 regular session of the Lynden City Council at 7:00 p.m. at the Lynden City Hall Annex.

ROLL CALL

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

Members absent: Jerry Kuiken, absent with notice.

Staff present: Finance Director Anthony Burrows, Fire Chief Billmire, Parks Director Vern Meenderinck, Planning Director Heidi Gudde, Acting Police Chief Russ Martin, Public Works Director Steve Banham, City Clerk Pam Brown, City Administrator Mike Martin, and City Attorney Bob Carmichael.

OATH OF OFFICE – None

APPROVAL OF MINUTES

Councilor De Valois moved and Councilor Strengholt seconded to approve the regular council minutes of December 2, 2019. Motion approved on a 6-0 vote.

ITEMS FROM THE AUDIENCE

Mayor Korthuis introduced Lieutenant Russ Martin as the newly appointed Acting Police Chief. Chief Martin will act in this capacity until the recently hired Police Chief Steve Taylor takes office in mid-January.

Scheduled:

Acting Police Chief Martin then officially recognized the promotion of Randy Humphreys to Police Sergeant. Officer Humphreys was selected after a rigorous testing process and has served the city of Lynden for 27 years.

Mayor Korthuis then congratulated Sergeant Humphreys on his promotion and thanked him for his many years of service.

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Unscheduled:

Cynthia Ripke-Kutsagoitz, 7062 Guider Meridian, #30, Lynden

Cynthia spoke about possible future 911 events hosted by businesses throughout the city. She also thanked the council members for their work and dedication to the community.

Teri Treat, 7183 Dahlberg Road, Ferndale

Teri Treat spoke on behalf of the Downtown Business Association, all of who are 100% in support of the Wayfinding Project proposed for Lynden.

Gary Vis, Chamber of Commerce Director, 518 Front Street

Director Gary Vis thanked council for their support of the NW Lighted Christmas Parade. An estimated 14,000 people attended with 48 floats signed up. Next year with the be 30th year of the event. He also thanked the 100 or so volunteers that make the NW Lighted Christmas Parade such a success.

2. CONSENT AGENDA

Approval of Payroll Disbursed – December 1-15, 2019

Paychex EFT	\$291,813.61
City of Lynden EFT	\$60,133.95
Warrant Liability	\$56,980.38
Subtotal	\$408,927.94
Paychex EFT Liability	\$6,910.82
Total EFT & Other Liabilities	\$415,838.76

Approval of Claims –December 18, 2019

Manual Warrants No.	<u>74273</u>	through	<u>74277</u>		\$203,117.46
EFT Payment Pre-Pays					\$20,077.05
				Sub Total Pre-Pays	\$223,194.51
Voucher Warrants No.	<u>74278</u>	through	<u>74445</u>		\$1,474,648.30
EFT Payments					\$27,475.53
				Sub Total	\$1,502,123.83
				Total Accts. Payable	\$1,725,318.34

Resolution No. 1016-Real Estate Property Tax Levy Banked Capacity 2020

All taxing jurisdictions are required, due to the passage of Referendum 47 in 1997, to pass a resolution specifically indicating the increase in tax levy if any, from the previous year, excluding the increase due to new construction, improvements to property, or any increase in the value of state assessed property. The limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 1% or the rate of inflation. Given the current rate of inflation (1.396%) the City is allowed by statute RCW 84.55.005 to



increase the Levy the full 1% or bank this capacity for future use. The City Council has deemed it necessary due to the City's funding requirements to increase the regular property tax levy by the full 1% allowed.

Resolution No. 1016 reflects the City Council's requirement to not "bank" any real property taxes in 2020 and approve the legally allowed 1% increase in the 2020 real property taxes. The Finance Committee reviewed this Resolution earlier this evening, December 16, 2019 and recommended it be sent to the full Council for approval.

Resolution No. 1015- Stormwater Comprehensive Plan- Set Public Hearing Date

The City of Lynden has developed an updated Comprehensive Stormwater Plan referenced in the City's overall Comprehensive Plan (Chapter 5, Section 5.2.3), as required under the State's Growth Management Act. Additionally, this plan was revised to meet the terms of the City's Western Washington Phase II National Pollutant Discharge Elimination (NPDES) Permit.

The Comprehensive Stormwater Management Plan offers guidance on ways to minimize the adverse effects of stormwater runoff to receiving water bodies and identifies existing stormwater issues within the system. The Plan provides City staff and policy makers with the background and necessary information to develop and manage the storm drainage system in a cost-effective manner that complies with regulatory stipulations. The objectives are to understand the current conveyance and water quality treatment issues to position the City for effective planning of future improvements. As such, this plan functions as a long-term planning tool that prepares the City for population growth over a 20-year horizon. The Plan outlines methods for meeting regulatory requirements and developing policies and procedures; and defines capital facilities projects for the Stormwater Utility.

The full document is available upon request and will be posted to the City's website. At their December 4th meeting, the Public Works Committee concurred to recommend a public hearing date of January 6th, 2020 to hear comments on the City's Stormwater Comprehensive Plan.

Ordinance No. 1599- Comcast Franchise Agreement Introduction-Set Public Hearing Date

The City's Franchise Agreement with Comcast Cable Communications Management LLC must be updated. The last agreement adopted by Ordinance 1165 in 2003 expired in 2013. The franchise fee remains at 5% per federal law (47 U.S.C. 542(a) and (b)). Staff and the City Attorney worked with Comcast on the terms of this agreement.

Per RCW 35A.47.040, No granting of any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter....therefore this ordinance is being introduced at this council meeting and Council is asked to set a public hearing date of January 6, 2020 for final approval.

Approval of Splunk Proposal for 2019-2022

Staff proposes using Splunk as laid out in the attached material to help meet the City's following needs:

- Compliance with CJIS standards for Lynden Police.
- Real-time and historical visibility into all City IT systems.

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CITY COUNCIL MINUTES OF REGULAR MEETING



- Real-time alerting on security and compliance risks.
- Visibility into security incidents for incident response purposes

The payments would be made as described below. The first payment is due upon signature of this agreement. The attached statement of work encompasses the installation and configuration of the Splunk solution.

Payment 1: \$12,670.68 (line items 1 and 2) due Net 30 from the invoice Date

Payment 2: \$10,723.04 will be invoiced January 15, 2021 and due Net 30 from the invoice Date

Payment 3: \$10,723.04 will be invoiced January 15, 2022 and due Net 30 from the invoice Date

The finance committee reviewed this item at their December 16th meeting, and recommended review by full council.

Appoint Mayor Korthuis to the 2020 Board of the Whatcom Council of Governments & Appoint Councilor Gary Bode to act as alternate

Mayor Korthuis acted as the city's representative to the Board WCOG and Councilor Bode acted as the alternate. Each are willing to continue in this capacity for 2020.

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

3. PUBLIC HEARING

Development Standards Variance 19-02- 1583 East Badger Road

A Development Standards Variance application has been brought forward by Robert Langei for a variance to the required right-of-way (ROW) dedication and resulting street section. The proposed roadway would be used to access the multi-family portion of the property located at 1583 East Badger Road.

In some similar instances, property owners have opted to create private roads with more narrow profiles. However, staff does not support a private street at this location as it is the terminus of an existing public street network. Additionally, due to maintenance and jurisdictional concerns, the City has begun to discourage the development of streets that have the appearance of being public but are actually private.

At the same time, staff recognizes that providing a standard 60-foot-wide right-of-way would significantly constrain development due to the shape and size of the subject property. The applicant is requesting a variance to dedicate a right-of-way which is 41 feet rather than 60 feet. The proposed standard would include on-street parking and a sidewalk on only one side of the street.

Staff is concerned that a reduced street standard could create parking shortages that would negatively affect the adjacent North Prairie Phase 7 neighborhood. As such, staff is supportive of the variance on the condition that future development provide an additional 20% on-site parking to accommodate for the on-street parking that is lost in the revised standard.

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Mayor Korthuis opened the Public Hearing at 7:15 p.m.
There were no comments.
Mayor Korthuis closed the Public Hearing at 7:15 p.m.

Councilor Lenssen moved and Councilor Strengholt seconded to approve Variance 19-02 on the condition that future development provide all code required on-site parking plus an additional 20% and additionally that the minimum street standards for a private street are met and authorize the Mayor's signature on the Finding of Fact. Motion approved on a 6-0 vote.

Approve Pepin Creek Sub-Area (PCSA) Plan

In September of 2018 the City released a draft of the Pepin Creek Sub-Area Plan (PCSA). The intent of the plan is to develop a guide for future growth patterns that will be appropriate for the Lynden community. This is a unique area of the City that warrants a thoughtful planning effort.

Given the projected costs of infrastructure in the Pepin Creek Sub-Area the City staff has been exploring alternate circulation routes and conducting traffic studies to test these alternate designs. As a result, the revised 2019 Sub-Area Plan includes a new street layout and adjustments consistent with the code revisions made regarding applicable zoning categories adopted in March of 2019.

It is important to note that the sub-area plan assumes the realignment of Pepin Creek, but it does not decide on the design of this creek realignment project. The Public Works department is heading up environmental review of a couple different realignment options and their associated costs. It is critical to the environmental review process that the PCSA be in a final Council-approved form.

Although the PCSA represents a monumental amount of research, outreach, and staff time it is critical to remember that the document is a plan rather than a contract. The goal of the plan is to guide development and priorities within the sub-area. It can, however, be altered, revised, and improved as we learn more about the channel project, projected costs, and the needs of the City.

At a November 21st hearing the Planning Commission recommended approval with specific considerations outlined for the City Council. Additionally, the comment period with the Department of Commerce, regarding the PCSA plan, has begun but will not officially conclude until early 2020. Based on tonight's outcome Planning staff will be finalizing Ordinance No.1600 and returning the document at a subsequent council meeting.

Planning Director Heidi Gudde provided a 20-minute presentation to Council that highlighted some of the background information related to the PCSA and to also touch upon some recent conversations related to the PCSA.

Mayor Korthuis opened the Public Hearing at 7:38 p.m.

Jeff Roberts, 1318 W. Park, Lynden

Commented on the possible configuration plans of the Pepin Parkway circulation plans and reminded council as to what the property owner wanted for the property when it was sold to the city.

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Heather Brown, 863 Main Street, Lynden

Commented on the possible configuration plans of the Pepin Parkway circulation plans and does not want to see the Park bisected by a street.

Brent Work, 501 Sunrise Drive, Lynden

Commented on the possible configuration plans of the Pepin Parkway circulation plans and does not want to see the Park bisected by a street.

Gary Vis, 518 Front Street, Lynden

Commented on the possible configuration plans of the Pepin Parkway circulation plans and does not want to see the Park bisected by a street. He also stated that the city doesn't have to do anything with the land right away.

Diane Veltkamp, 705 Birch Street, Lynden

Commented on her understanding of Mr. Heusinkvelds vision of keeping the property for parkland. She also commented on the property that was previously set aside for Bender Park and asked that the council do the right thing.

Bob Weeks, 1501 Lilac Court, Lynden

Commented on the concept of having a parkway on the north side of the existing airport roadway and the possibility of extending the airport runway.

TJ Timmermans, 1804 Fairview Court, Lynden

Commented on the possible configuration plans of the Pepin Parkway circulation plans and does not want to see the Park bisected by a street.

Mayor Korthuis closed the Public Hearing at 7:55 p.m.

Councilor Lenssen moved and Councilor Laninga seconded to approve Pepin Creek Sub-Area Plan using alternative No. 3 design as the circulation plan that's included and that no concerns are generated during the Department of Commerce review. Motion approved on a 6-0 vote.

Approve Comprehensive Plan Amendment 19-01 (Pepin Creek)

The City of Lynden amended the Comprehensive Plan in December of 2018 to reflect the creation of the Pepin Creek Sub-Area. At that time the Future Land Use Map was also amended to reflect the arrangement of low and medium residential development proposed within the Sub-Area Plan draft.

Since that time the zoning layout of the Pepin Creek Sub-Area has been altered as reflected in the revised plan. The proposed amendment to the Comprehensive Plan is meant to correspond with these revisions. The comment period on the Amendment from the Department of Commerce has begun but



will not officially conclude until early 2020. Planning staff will be finalizing Ordinance No. 1601 based on the outcome of tonight's meeting and returning the document to the City Council at a subsequent meeting.

Mayor Korthuis opened the Public Hearing at 8:18 p.m.

There were no comments.

Mayor Korthuis closed the Public Hearing at 8:18 p.m.

Councilor Strengholt moved and Councilor De Valois seconded to approve Comprehensive Plan Amendment 19-01 on the condition that no concerns are generated by the Department of Commerce's review. Motion approved on a 6-0 vote.

4. UNFINISHED BUSINESS

Interlocal Agreement- Implementation Guidelines for County Wayfinding Signs

The Bellingham Whatcom County Tourism Office has been working cooperatively with the jurisdictions of Whatcom County to develop a regional wayfinding sign program. The program includes coordinating roadway and pedestrian signs for locations throughout the County but includes unique identity icons and signs for Lynden and the other cities. The program is meant to provide continuity and guidance to visitors in support of tourism activities throughout the County and to raise a visitor's awareness to other destinations within the Lynden by directing visitors to downtown from Bender Fields, the Fairgrounds, or Homestead golf course.

In anticipation of this agreement the Lodging Tax Advisory Committee voted to provide funding in the amount of \$22,000. This will be matched by Whatcom County for a total of \$44,000. No additional funding commitments are required at this time.

The Council discussed this agreement at the December 2nd meeting in order to get clarification on a few administrative items. The Mayor has confirmed with the County Executive's office that administrative costs related to sign installation will be covered by the County. The maintenance plan associated with the sign program has not been created but will be done in cooperation with all of the participants. On-going fees associated with the maintenance group are not anticipated.

It has also been confirmed that the City of Lynden is able to select a reduced sign menu from those created by the County's consultant. It is important to note that the attached agreement does not obligate the City of Lynden to install a specific number of signs.

Councilor Strengholt moved and Councilor De Valois seconded to authorize the Mayor's signature on the Interlocal Cooperation Agreement Amendment between Whatcom County and the Cities of Whatcom County for the purpose of implementing a Countywide Regional Wayfinding and Gateway Program. Motion approved on a 5-1 vote with Councilor Laninga opposed.

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CITY COUNCIL MINUTES OF REGULAR MEETING



5. NEW BUSINESS

Confirm Police Chief Appointment

Council is aware that the City has undertaken and completed a recruitment process to identify a permanent police chief. Twelve individuals applied for the position. The selection process included a series of interviews, written testing and a community meeting. Mayor Scott Korthuis selected Steve Taylor as the successful candidate. If the City Council confirms his appointment, Chief Taylor will join our Police Department January 16th.

Councilor Lenssen moved and Councilor Wohlrab seconded to confirm Mayor Korthuis' appointment of Steve Taylor as Lynden's new Police Chief. Motion approved on a 6-0 vote.

Agreement for Legal Services with Carmichael Clark P.S.

The City of Lynden has contracted for legal services with the firm Carmichael Clark P.S. for many years. The most recent two-year contract expired in October. The attached agreement is its successor. There are virtually no changes in content or format of between the expired contract and the one you are considering except for Exhibit B, the hourly rate schedule on page six. You will see a comparison of the expired contract to the proposed fees for the next two years. Staff believes these rates are reasonable and recommends approving the contract.

Councilor Strengholt moved and Councilor Laninga seconded to approve the contract for legal services with Carmichael Clark P.S., and direct the Mayor to sign. Motion approved on a 6-0 vote.

Interlocal Agreement with Whatcom Conservation District

The City would like to again enter into an Interlocal Agreement with the Whatcom Conservation District (WCD) for a Stormwater and Water Conservation Community Education and Outreach Program for 2020. The scope of this contract helps fulfill certain City requirements under its NPDES Phase II Stormwater Permit. The Water Conservation efforts support requirements from the State Department of Health for Water Use Efficiency. Staff has been very pleased with the deliverables over the past four years. This year's scope of work includes collaboration with the Northwest Washington Fair for stormwater improvements design through a Department of Ecology grant that the City will administer. The WCD will assist with design and project management and their efforts will provide the required grant match.

Additionally, through this agreement, the City participates in the Nooksack Basin Water Quality studies that investigate fecal coliform testing to identify sources of contamination. This aids the Portage Bay Shellfish District.

The term of this agreement is January 1, 2020 through December 31, 2020. The Whatcom Conservation District Board approved this at their November meeting.



Councilor Bode moved and Councilor De Valois seconded to approve the Interlocal Agreement with the Whatcom Conservation District and authorize the Mayor's signature on the agreement. Motion approved on a 6-0 vote.

6. OTHER BUSINESS

Council Committee Updates

Councilor Bode reporting for the Public Works Committee, involving the discussion of:

- Line Road work is nearing completion
- LED signs around Lynden schools
- 17th Street design
- TIB grant for E Grover Street
- DOE grant for decontamination facility

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

- RV storage code

Councilor De Valois reporting for the Parks Committee, involving the discussion of:

- Staff working with Recreation District concerning Parks Bond
- Berthusen Park restrooms
- Rotary Project at Bender Field
- Reviewing Park Impact Fees
- An Art Wall
- Cameras in the city's parks

Councilor Strengholt reporting for the Finance Committee, involving the discussion of:

- Computer software for security
- Review overtime
- Sales tax is strong but is under projected budget
- General fund cash is healthy
- Departments are within their budgets with exception of Police

7. EXECUTIVE SESSION

Council did not have an executive session.



8. ADJOURNMENT

The December 16, 2019 regular session of the Lynden City Council adjourned at 8:40 p.m.

Pamela D. Brown, MMC
City Clerk

Scott Korthuis,
Mayor

DRAFT

CITY OF LYNDEN

EXECUTIVE SUMMARY



<u>Meeting Date:</u>	January 6, 2020	
<u>Name of Agenda Item:</u>	Approval of Payroll and Claims	
<u>Section of Agenda:</u>	Consent	
<u>Department:</u>	Finance	
<u>Council Committee Review:</u>		<u>Legal Review:</u>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
<u>Attachments:</u>		
None		
<u>Summary Statement:</u>		
Approval of Payroll and Claims		
<u>Recommended Action:</u>		
Approval of Payroll and Claims		

CITY OF LYNDEN

EXECUTIVE SUMMARY



<u>Meeting Date:</u>	1-06-2020	
<u>Name of Agenda Item:</u>	Appoint Mayor Korthuis to the 2020 Whatcom Transportation Authority Board and appoint Councilor Gary Bode to act as alternate.	
<u>Section of Agenda:</u>	Consent	
<u>Department:</u>	Administration	
<u>Council Committee Review:</u>	<u>Legal Review:</u>	
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Other: N/A	<input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<u>Attachments:</u>		
None		
<u>Summary Statement:</u>		
Mayor Korthuis acted as the city's representative to the WTA Board and Councilor Bode acted as the alternate. Each are willing to continue in this capacity for 2020.		
<u>Recommended Action:</u>		
Re-appoint Mayor Korthuis to the 2020 Whatcom Transportation Board and Councilor Bode as alternate.		

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 6, 2020	
Name of Agenda Item:	Reappointment of Park and Trail Advisory Committee members	
Section of Agenda:	Consent	
Department:	Parks	
Council Committee Review:		Legal Review:
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
Attachments:		
None		
Summary Statement:		
<p>Three members of the Park and Trail advisory committee has completed their terms with the committee at the end of 2019.</p> <p>Tad Vander Griend, Jeff Davis, and Colby Weg have all agreed to serve an additional term on the committee. Both the Advisory committee and the Parks Committee desire to have Tad, Jeff, and Colby reappointed to the committee for an additional 3 year term. Terms will be from Jan. 1, 2020- December 31, 2022</p>		
Recommended Action:		
Motion to approve the reappointment of Tad Vander Griend, Jeff Davis, and Colby Weg to additional 3 year terms on the Park and Trail Advisory Committee. Terms expire on December 31, 2022		

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 6, 2020	
Name of Agenda Item:	Reappointment of Berthusen Advisory Committee member	
Section of Agenda:	Consent	
Department:	Parks	
Council Committee Review:		Legal Review:
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
Attachments:		
None		
Summary Statement:		
<p>One member of the Berthusen advisory committee has completed his term with the committee at the end of 2019.</p> <p>Dave Timmer has agreed to serve an additional term on the committee.</p> <p>Both the Advisory committee and the Parks Committee desire to have Dave reappointed to the committee for an additional 3 year term. Term will be from Jan. 1, 2020- December 31, 2022</p>		
Recommended Action:		
Motion to approve the reappointment of Dave Timmer to additional 3 year term on the Berthusen Advisory Committee. Term expires on December 31, 2022		

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	December 2, 2019	
Name of Agenda Item:	Remand Order for PRD Amendment 19-01 – RB Development (Parkview Apts)	
Section of Agenda:	Consent	
Department:	Planning Department	
Council Committee Review:		Legal 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: _____		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
Planning Commission Package and Minutes of October 10, 2019, Staff memo re Conditions of Approval		
Summary Statement:		
<p>Planned Residential Development (PRD) Amendment 19-01 proposes a revision to the RB Development PRD Development Agreement. The amendment seeks to utilize residential units originally planned for within the PRD by modifying the perimeter setback associated with Parkview Apartments, reestablishing a height limitation of 45 feet, and removing outdoor storage requirements for the proposed units. If the amendment is permitted, the applicant proposes the construction of senior apartments which would compliment the surrounding property uses.</p> <p>The application went to a public hearing before the Planning Commission on October 10th. The hearing demonstrated that there was consistent support for senior housing opportunities. However, concerns related to scale of the building and traffic impacts ultimately resulted in a recommendation for denial.</p> <p>Given the support for the housing type, staff proposed that the City Council consider conditions of approval which would reduce the scale and impacts of the project. The proposed conditions are meant to address the concerns of the Planning Commission while providing a path forward for additional senior housing within the City of Lynden.</p> <p>On December 2, 2019 the City Council reviewed the applicant's request and the staff recommendation and determined that the application, and proposed conditions, should return to the Planning Commission for review. Subsequently, the attached Order of Remand has been created which outlines the proposal and the requested remand to the Planning Commission. Per code, remand orders must include a timeframe. In this case the Planning Commission shall pass a resolution with new findings by March 31, 2020.</p>		
Recommended Action:		
Motion to approve the Findings of Fact, Conclusions of Law, and Order of Remand as presented and authorize the Mayor's signature on the document.		

CITY OF LYNDEN
FINDINGS OF FACT, CONCLUSIONS OF LAW, and ORDER

REGARDING the PROPOSED AMENDMENT OF PRD #94-1 by AARON DRIVE PROPERTIES, LLC Petitioner	PRD Amendment #19-01 FINDINGS OF FACT, CONCLUSIONS OF LAW, CONDITIONS and ORDER
--	---

I. SUMMARY OF DECISION

PRD Amendment #19-01, the requested amendment to PRD #94-1, is **REMANDED** to the Planning Commission, subject to this Order.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

AARON DRIVE PROPERTIES, LLC ("Property Owner") is owner of the premises known as:

LOT 4, RB DEVELOPMENT, DIV. NO. 1, A PLANNED RESIDENTIAL DEVELOPMENT, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 21, RECORDS OF WHATCOM COUNTY, WASHINGTON.

COMMONLY DESCRIBED AS: 801 Aaron Drive, Lynden, WA

(Hereafter "Property").

Pacific Surveying and Engineering has filed an application on behalf of the Owner to amend PRD # 94-1, RB Development and Heritage Park PRD ("PRD #94-1"). The amendment would allow for the construction of a senior housing complex on the Property, which is already improved with an apartment building.

Said application having come before the City Council of the City of Lynden on December 2, 2019, and the Council having fully and duly considered said application, hereby find as follows:

1.01 Application. Pacific Surveying and Engineering filed an application on behalf of Aaron Drive Properties, LLC which was accepted by the City as complete and containing all information required by LMC 17.19.010 July 31, 2019.

1.02 Location. The property is located on Aaron Drive east of its intersection with Bender Road.

1.03 Ownership. Aaron Drive Properties, LLC is the Property Owner.

1.04 Request. To amend PRD # 94-1, RB Development and Heritage Park PRD.

1.05 Reason for Request. To allow for the construction of a 50-unit age-restricted housing building on the Property.

1.06 Planning Commission Recommendation. An open record hearing was held before the Planning Commission on October 10, 2019, at the City Hall Annex located at 205 4th Street, Lynden, WA. The Lynden Planning Commission recommended denial of the rezone application in Resolution 19-04.

1.07 Staff Comments. The Council considered the memorandum of staff attached as Attachment A hereto. Staff recommended the Council consider approval of the application subject to conditions.

1.08 SEPA Threshold Determination. PRD #94-1 was issued a Mitigated Determination of Non-Significance. This application is within the scope of the original determination.

1.09 Existing PRD Development.

Density. PRD #94-1 is presently developed with a total of 341 dwelling units. Of these, 85 are in the Christian Healthcare Center (based on 57 semi-private suites and 28 private suites per LMC 17.01.030), a skilled nursing facility, 109 are in Lynden Manor, an assisted care facility, 40 are in the Lynden Manor Townhome Condominiums, 64 are in the Heritage Park Estate Condominiums, and 45 are in the Parkview West Apartments. PRD #94-1 was originally allocated 437 dwelling units, leaving the potential for up to 96 additional dwelling units for future development.

Setbacks and Bulk. Other buildings in PRD #94-1 are set back 25 feet from the right of way.

1.10 Existing Development on the Property. The Property is improved with the Parkview West Apartments. The Parkview West Apartments are in two buildings, each two stories tall. There is a total of 45 units between the two buildings, which have one, two, or three bedrooms. The one-bedroom units are over 680 square feet; two- and three- bedroom units are larger. Aside from the apartment buildings, the Property is developed with covered and uncovered parking, storage lockers, and green spaces. The Parkview West Apartments are not age-restricted.

1.11 Proposed Project. The applicants proposed to amend PRD #94-1 to allow development of a 50-unit, 5-story, age-restricted senior housing apartment building. Units would be a combination of one bedroom and studio apartments. The building would be constructed on the Property between the existing apartment building and the street. Amenities would include a central elevator. The building would be set back from Aaron Drive only 15 feet, but the applicant proposed to design the building with bays that are set further back and to install landscaping with small canopy trees, evergreens, shrubs, and low ground covers. Aside from the requested amendments to PRD #94-1, the

applicants proposed to fully comply with the Lynden Municipal Code, including by providing the requisite amount of parking per 19.51.040 LMC.

1.12 Proposed Amendments. The applicants proposed the following amendments to PRD #94-1:

1. Reduce the front setback from 30 feet as currently required to 15 feet.
2. Increase the current permissible height from two stories to 45 feet.
3. Remove the cap on the number of residential units per building allowed on the Property.
4. Remove the requirement that each unit on the Property be provided with a 32-square-foot storage space. The applicant did not propose to eliminate existing storage, but cannot provide it for the 50 new units.

1.13 History of Amendments. A number of amendments have already been made to PRD #94-1. Some elements of PRD #94-1 that the applicants seek to amend now were previously amended:

1. The front setback was originally 45 feet. City records indicate that it was subsequently reduced to 30 feet.
2. The height of buildings on the Property was originally limited to 45 feet. On October 7, 1996, the City Council approved Amendments B1 and B2, but imposed the condition that the buildings be only two stories tall.
3. Originally, 152 units were assigned to be shared among Lots 3, 4 (the Property), and 5 and 6 of PRD #94-1. A note indicates that 32-44 units were anticipated per building, but it is unclear whether that was intended to be a hard cap. Later, also in its approval of Amendments B1 and B2, the City Council limited each building on the Property to 30 units, but did not change the allocation of the number of densities for the Property or PRD #94-1 as a whole.

1.14 Applicable Code Provisions. PRDs are governed by Ch. 19.29 LMC. LMC 19.29.120 lays out when a PRD may be amended and the procedure for amendment. This application meets the criteria in LMC 19.29.120(B). The process for amending it is in LMC 19.29.100, which is the same process for approving a new PRD. An application to amend a PRD must meet the minimum development standards in LMC 19.29.060(A) through (I) or one of the exceptions listed in LMC 19.29.060(J). In addition, it must meet the approval criteria in LMC 19.29.110, specifically at least two criteria in subsection (A) and both subsections (B) and (C).

1.15 Process. The Council cannot locate specific findings as to whether the application meets the minimum requirements in LMC 19.29.060(A)-(I) or LMC 19.29.110(A)(1)-(7) and (B) and (C).

1.16 Conditions. Planning staff did not supply a recommendation to the planning commission, so the planning commission could not have considered staff's conditions which were proposed to the Council. Council would substantially benefit from planning commission review of staff's proposed conditions, and the planning commission's recommendation on whether or not

such conditions should result in approval of the application, prior to Council review of the application.

The foregoing Findings of Fact and Conclusions of Law are not labeled. Those sections which are most properly considered Findings of Fact are hereby designated as such. Those sections which are most properly considered Conclusions of Law are also designated as such.

III. DECISION

Based upon the preceding findings and conclusions, PRD Amendment #19-01 is hereby **REMANDED** to the planning commission for further proceedings consistent with the following order:

1. The planning commission shall consider the conditions of approval suggested by staff in the staff memo at Attachment A, and shall make findings as to the import and desirability of the conditions and whether the application meets those conditions. The planning commission may also consider and recommend additional conditions.
2. The planning commission shall hold an open record hearing on the application subject to said conditions, after which the planning commission shall make specific findings as to the application's compliance with:
 - a. LMC 19.29.060, including subsections (A) through (I) and subsection (J) if applicable; and
 - b. LMC 19.29.110(A) through (C), including individual findings as to each subsection of 19.29.110(A)(1)-(7); and
 - c. Each element of LMC 19.09.040, if applicable.
3. The planning commission shall pass a resolution with its new findings and recommendation to grant or deny the application as so modified by the conditions in Attachment A, and any other conditions, on or before March 31, 2020.

Done by the Lynden City Council by a vote of ____ to ____.

DATED: _____

Scott Korthuis, Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 6, 2019	
Name of Agenda Item:	Resolution No. 1015 Public Hearing for Stormwater Comprehensive Plan	
Section of Agenda:	Public Hearing	
Department:	Public Works	
Council Committee Review:		Legal Review:
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
Attachments:		
Resolution No. 1015 and Stormwater Comprehensive Plan Table of Contents		
Summary Statement:		
<p>The City of Lynden has developed an updated Comprehensive Stormwater Plan referenced in the City's overall Comprehensive Plan (Chapter 5, Section 5.2.3), as required under the State's Growth Management Act. Additionally, this plan was revised to meet the terms of the City's Western Washington Phase II National Pollutant Discharge Elimination (NPDES) Permit.</p> <p>The Comprehensive Stormwater Management Plan offers guidance on ways to minimize the adverse effects of stormwater runoff to receiving water bodies and identifies existing stormwater issues within the system. The Plan provides City staff and policy makers with the background and necessary information to develop and manage the storm drainage system in a cost-effective manner that complies with regulatory stipulations. The objectives are to understand the current conveyance and water quality treatment issues in order to position the City for effective planning of future improvements. As such, this plan functions as a long-term planning tool that will ready the City for the anticipated growth in population over a 20-year horizon. The Plan outlines methods for meeting regulatory requirements and developing policies and procedures; and defines capital facilities projects for the Stormwater Utility.</p> <p>The full document is available upon request and will be posted to the City's website.</p> <p>At their December 16th meeting, City Council concurred to set a public hearing date of January 6th, 2019 to hear comments on the City's Stormwater Comprehensive Plan. Upon hearing comments the Council may reject the Plan or approve the Plan through Resolution No. 1015.</p>		
Recommended Action:		
That City Council approve the City's Stormwater Comprehensive Plan through Resolution No. 1015 and authorize the Mayor's signature on the document.		

RESOLUTION NO. 1015

A RESOLUTION TO ADOPT THE
STORMWATER COMPREHENSIVE PLAN
FOR THE CITY OF LYNDEN,
WHATCOM COUNTY, WASHINGTON

WHEREAS, the City of Lynden is required to update and adopt a Comprehensive Stormwater Management Plan ("Plan") every six (6) years; and

WHEREAS, the purpose of the Plan is to offer guidance on ways to minimize the adverse effects of stormwater runoff to receiving water bodies and identifies existing stormwater issues within the system; and

WHEREAS, the City hired Reichhardt & Ebe Engineering and Welch Ecological Services LLC, to update the Plan which was complete as of November 2019.

WHEREAS, this Plan provides City staff and policy makers with the background and necessary information to develop and manage the storm drainage system in a cost-effective manner that complies with regulatory stipulations; and

WHEREAS, the objectives are to understand the current stormwater conveyance and water quality treatment issues to enable the City to effectively plan and budget for future improvements; and

WHEREAS, this Plan identifies and describes capital improvement projects for the Stormwater Utility for City planning and to meet the terms of Appendix 2 of the City's Western Washington Phase II Municipal Stormwater Permit under the National Discharge Elimination System (NPDES); and

WHEREAS, this Plan functions as a long-term planning tool that will ready the City for the anticipated growth in population over a 20-year horizon; and

WHEREAS, this Plan outlines methods for complying with regulatory requirements and for developing associated policies and procedures; and

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

Section 1: That the aforementioned Stormwater Comprehensive Plan be adopted as the official Stormwater System Comprehensive Plan of the City of Lynden, Whatcom County, Washington.

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

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

Section 4: This Resolution shall be in full force and effect on _____, 2020.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE OF ____ IN FAVOR AND ____ IN
OPPOSITION; AND SIGNED BY THE MAYOR THIS ____ DAY OF _____, 2020.

MAYOR SCOTT KORTHUIS

ATTEST:

CITY CLERK PAMELA D BROWN

APPROVED AS TO FORM:

CITY ATTORNEY BOB CARMICHAEL

CITY OF LYNDEN

COMPREHENSIVE STORMWATER MANAGEMENT PLAN



NOVEMBER 2019

REICHHARDT & EBE ENGINEERING, INC. AND WELCH ECOLOGICAL SERVICES, LLC

CITY OF LYNDEN COMPREHENSIVE STORMWATER MANAGEMENT PLAN

November 2019



Reichhardt & Ebe
ENGINEERING INC

**Welch Ecological
Services, LLC**

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CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 6, 2019	
Name of Agenda Item:	Ordinance No. 1599 Public Hearing for Comcast Franchise Agreement	
Section of Agenda:	Public Hearing	
Department:	Public Works	
Council Committee Review:		Legal Review:
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
Comcast Franchise Agreement Ordinance No. 1599		
Summary Statement:		
<p>The City's Franchise Agreement with Comcast Cable Communications Management LLC must be updated. The last agreement adopted by Ordinance 1165 in 2003 expired in 2013. The franchise fee remains at 5% per federal law (47 U.S.C. 542(a) and (b)).</p> <p>Staff and the City Attorney worked with Comcast on the terms of this agreement.</p> <p>Per RCW 35A.47.040, No granting of any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter....therefore this ordinance is being introduced tonight and Council is asked to set a Public Hearing date of January 6th, 2020 for final approval.</p> <p>At their December 16th meeting, City Council concurred to set a public hearing date of January 6, 2019 to hear comments on the City's Comcast Franchise Agreement. Upon hearing comments the Council may reject the Plan or approve the Plan through Ordinance No. 1599.</p>		
Recommended Action:		
That City Council approve the City's Franchise Agreement with Comcast through Ordinance No. 1599; and authorize the Mayor's signature on the document.		

ORDINANCE NO. 1599

**AN ORDINANCE OF THE CITY OF LYNDEN, WASHINGTON GRANTING A
FRANCHISE TO COMCAST OF WASHINGTON IV, INC. FOR THE CONSTRUCTION
AND OPERATION OF A CABLE SYSTEM**

WHEREAS, pursuant to RCW 35A.47.040, the City is authorized to grant one or more non-exclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication; and

WHEREAS, the City of Lynden has determined that Comcast of Washington IV, Inc. has substantially complied with the material terms of the current Franchise under applicable law; and

WHEREAS, The previous Franchise Agreement with Comcast of Washington IV, Inc. adopted by Ordinance 1165 in January 2003 has lapsed; and

WHEREAS, Comcast Cable Communications Management, LLC. has requested a new franchise with the City for the continued provision of Cable Services; and

WHEREAS, the financial, legal, and technical ability of Comcast Cable Communications Management, LLC. is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the City of Lynden has afforded the public adequate notice and opportunity for comment, and now desires to enter into this Franchise with Comcast Cable Communications Management, LLC. for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the City Council of the City of Lynden does hereby ordain as follows

Section 1: Term. The City approves the Franchise Agreement ("Agreement") attached hereto with Comcast Cable Communications Management, LLC., for a term of ten (10) years as provided for in the Agreement.

Section 2: Entire Franchise. The Agreement attached hereto as "Exhibit A" constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings or prior agreements

including prior agreements written or otherwise shall be binding upon the parties upon execution of this Agreement.

Section 3: Acceptance and Effective Date. Grantee shall accept the Franchise granted pursuant hereto by signing the ordinance granting the Franchise and filing same with the City Clerk or other appropriate official or agency of the Franchising Authority within sixty (60) days after the passage and final adoption of this ordinance. Subject to the acceptance by Grantee, the effective date of this ordinance shall be the fifth day after publication.

PASSED by the City Council this _____ day of _____, 2020 and signed by the Mayor this _____ day of _____ 2020.

MAYOR

ATTEST:

City Clerk Pam Brown

APPROVED AS TO FORM:

City Attorney Bob Carmichael

EXHIBIT A
CABLE FRANCHISE AGREEMENT

Between

CITY OF LYNDEN, WASHINGTON

And

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

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CABLE FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Lynden, a Washington municipal corporation hereinafter referred to as "Franchising Authority" and Comcast Cable Communications Management, LLC., also known as Comcast, and hereinafter referred to as "Grantee." The Franchising Authority and Grantee may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties".

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this Franchise the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive. Words not defined shall be given their common and ordinary meanings. If there is an inconsistency between the meanings given herein and meanings in the Cable Act, 47 U.S.C. §§ 521 et seq., as amended from time to time, the Cable Act shall control.

A. "Basic Cable" means basic cable service as defined in the Cable Act.

B. "Cable Act" means 47 U.S.C. §521-573, now or as hereinafter amended.

C. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

D. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

E. "FCC" means Federal Communications Commission, or successor governmental entity thereto.

F. "Franchising Authority" means the City of Lynden or the lawful successor, transferee, or assignee thereof.

G. "Grantee" means Comcast Cable Communications Management, LLC.

H. "Gross Revenues" means all revenue derived directly or indirectly by Franchisee from the operation of Grantee's Cable System to provide Cable Services in the Service Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged to Subscribers for Cable Services including Basic Service and all other Tiers of Cable Service; Pay-Per-View Service; Cable Service installation, disconnection, change-in-service and reconnection fees, Leased Access Channel fees, late fees, payments received by Grantee from programmers for carriage of Cable Services on the Cable System and recognized as revenue under generally accepted accounting principles ("GAAP"), revenues from rental of Cable System equipment such as converters; and additional outlet fees. Gross Revenues shall not include (i) Bad Debt, provided, however that all or part of any such Bad Debt that is written off but subsequently shall be included in Gross Revenues in the period collected; or (ii) any taxes, fees, or assessments on services

furnished by Grantee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by Grantee on behalf of said governmental unit. Notwithstanding the forgoing, the following categories of revenue will not be included in Gross Revenues for purposes of calculating franchise fees paid under Section 5 hereto: Revenues from advertising, home shopping services and cable Internet service, to the extent this service is not considered a Cable Service pursuant to applicable law.

I. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

J. "Public, Education and Government (PEG) Access Channel" shall mean any Channel set aside for public use, educational use, or governmental use without a channel usage charge.

K. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

L. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions stated herein.

M. "Standard Installation" is defined as an aerial installation 125 feet from the nearest tap to the Subscriber's terminal.

N. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

O. "Video Programming" shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station

SECTION 2 Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Grantee reserves the right to challenge provisions of any ordinance that conflicts with its contractual rights, either now or in the future. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

2.3 Competitive Equity. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided the Franchising Authority agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of the Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; Access Channel and support; free Cable Service connections to Franchising Authority facilities; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the Franchising Authority agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by the Franchising Authority and Grantee.

2.3.1 In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchise Area, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon the Grantee by registered or certified mail or via nationally recognized overnight courier service.

2.3.2 In the event that a wireline multichannel video programming distributor provides cable service to the residents of the Franchising Authority under the authority granted by federal or State legislation or other regulatory entity (but without a Franchising Authority franchise), the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Franchising Authority shall not unreasonably withhold consent to the Grantee's petition.

2.4 Term. The Franchise granted hereunder shall be for a term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 2.5, unless otherwise lawfully extended or terminated in accordance with the terms of this Franchise and the Cable Act.

2.5 Acceptance and Effective Date. Grantee shall accept the Franchise granted pursuant hereto by signing the ordinance granting the Franchise and filing same with the City Clerk or other appropriate official or agency of the Franchising Authority within sixty (60) days after the passage and final adoption of this ordinance. Subject to the acceptance by Grantee, the effective date of this ordinance shall be the fifth day after publication.

SECTION 3 Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall at its expense replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and shall pay generally applicable right-of-way disturbance fees. Grantee's restoration shall be guaranteed for one (1) year.

3.3 Relocation at Request of the Franchising Authority. Upon receipt of reasonable advance written notice, not to be less than thirty (30) days, the Grantee, at its own expense, shall protect, support, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes or any other type of structures or improvements by the Franchising Authority which are not used to compete with the Grantee's services. The Grantee and the Franchising Authority shall cooperate to the extent possible to assure continuity of service. If Grantee does not complete the relocation of its facilities within the time prescribed, then the Franchising Authority may cause such work to be done and the Grantee shall reimburse the Franchising Authority for the cost of the work, including all costs and expenses incurred by the Franchising Authority due to Grantee's delay. The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any Person using such Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.4 Relocation at Request of Third Party. The Grantee shall, on the request of any Person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its Cable System to permit the moving of such building, provided: (A) the expense of such temporary raising or lowering of the Cable System is paid by said Person, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given not less than thirty (30) days advance written notice to arrange for such temporary wire changes.

3.5 Trimming of Trees and Shrubbery. Except for cases of emergency, Grantee shall notify the Franchising Authority of its intent to trim trees or other natural growth necessary to access and maintain the Cable System.

3.6 General Standards. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be durable and installed in accordance with sound engineering practices. Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law.

3.7 Permits Required for Construction. Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Franchising Authority. As part

of the permitting process, the Franchising Authority may impose such conditions and regulations as are necessary for the purpose of protecting any Rights-of-Way, the proper restoration of Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include requiring the provision of a construction schedule and maps showing the location of the facilities to be installed in the right-of-way. Grantee shall pay all applicable fees for the requisite Franchising Authority permits received by Grantee. In the event that emergency repairs are necessary, Grantee shall immediately notify the Franchising Authority of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within two working days after discovery of the emergency. During emergencies, the Franchising Authority may move Grantee's facilities without prior notice.

3.8 Aerial and Underground Construction. If all of the transmission and distribution lines of all of the respective wireline service providers in any given area within the Franchise Area are underground, the Grantee shall place its Cable System distribution cables underground; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution lines of any of the respective wireline service providers are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. In areas where a wireline service provider's wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment.

3.8.1 In the event of a Franchising Authority driven facilities relocations project that requires conversion of overhead facilities to underground, such as projects that may include, but not be limited to: road widening, surface grade changes, sidewalk installation, or beautification, Grantee agrees to bear the costs of converting Grantee's cable system from an overhead system to an underground system as follows:

A. Utility Trench Engineering. To ensure proper space and availability in the supplied joint trench, Grantee shall only pay for the work hours necessary to complete cable system related engineering coordination with the other utilities involved in the project.

B. Conduit and Vaults/Pedestals Placement. Grantee shall only pay for the direct cost of labor and materials it takes to place its conduits and vaults/pedestals in the supplied joint trench and/or solo cable trench as follows:

1. If the Franchising Authority contractor is completing this task, Grantee shall only pay the direct costs in accordance with Grantee's approved labor and materials exhibits at the time of the project.
2. If the direct costs of Grantee's approved labor and materials exhibits are not agreeable to the Franchising Authority or its contractor, Grantee shall have the option to hire its own contractor(s) to complete the work in accordance with Grantee's approved labor and materials exhibits at the time of the project.

3. If Grantee chooses option (2), the Franchising Authority and its contractor(s) are responsible to coordinate with Grantee's contractor(s) to provide reasonable notice and time to complete the placement of Grantee's conduits and vaults/pedestals in the supplied joint trench.

C. Within the conversion area, Grantee shall not be responsible for any on-site coordination and performance of traffic control, trenching, backfill, and restoration, unless it is work related to solo cable trench. In those areas, Grantee shall pay the direct cost of labor and materials in accordance with the provisions listed in item B above.

3.8.2 In the event of a Local Improvement District (LID) project that requires relocation of Grantee's facilities, Grantee shall be reimbursed by the LID for all expenses incurred as a result of the project.

3.8.3 The Grantee shall, upon reasonable prior written request of any Person, relocate its wires or cables underground; provided (i) the Grantee may impose a charge for all time and material costs associated with the project on any Person for the relocation of its facilities, and such charge may be required to be paid in advance of the relocation of its wires or cables, and (ii) Grantee is granted a permit for such work by the Franchising Authority.

3.8.4 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for all time and material costs associated with the underground conversion of cable facilities. Grantee and/or its authorized contractor is/are the only agent(s) allowed to complete the reconnection aspects of the conversion. Grantee shall be the responsible party for ensuring that developers pay Grantee for such time and materials.

3.8.5 The Grantee shall utilize existing poles and conduit wherever possible.

3.8.6 With respect to any portion of the Cable System which is located underground within any Public Way, nothing in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of the underground portions of the Cable System. Grantee shall identify, mark, and otherwise locate any and all underground Facilities located within the Franchise Area in accordance with and subject to Chapter 19.122 RCW (commonly known as the "call before you dig" law), and/or any other such subsequent and/or successor legislation. Grantee agrees to be liable and responsible for any and all costs, expenses, and/or damages suffered by the Franchising Authority arising from and/or directly related to any delay caused by Grantee's failure to locate its underground Facilities within the Franchise Area within the timeframes specified by Chapter 19.122 RCW (and/or any other subsequent and/or successor legislation), and/or otherwise pursuant to the terms of this Franchise.

3.9 Compliance with Applicable Codes.

3.9.1 Franchising Authority Construction Codes. Grantee shall comply with all applicable Franchising Authority construction codes, including, without limitation, all building codes, zoning codes and regulations.

3.9.2 Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be

amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

3.9.3 Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair or removal of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

3.10 Minimal Interference. Work in the right-of-way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes, or any other property of the Franchising Authority, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Franchising Authority's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Franchising Authority may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the use of public places by the public during the construction, repair, operation, maintenance, upgrade or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Franchising Authority may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

3.11 Prevent Injury/Safety. Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Franchising Authority's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition.

3.12 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench.

3.13 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 4.1 below, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. For underground facilities, the Grantee shall contribute a capital amount equal to the construction cost per one-quarter strand mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals 15. For overhead facilities, the Grantee shall contribute a capital amount equal to the construction cost per one-half strand mile, multiplied by a fraction whose numerator equals the actual number of residences per 2,640 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata*

basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.14 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Franchising Authority shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

3.15 Public, Education and Government (PEG) Access Channels. The Grantee shall provide, upon one-hundred twenty (120) days prior written notice from the Franchising Authority, one (1) PEG channel for non-commercial local government programming and one (1) PEG channel for non-commercial education programming pursuant to the provisions of the Cable Act, Section 611 (47 USC §531), to be promoted and administered by the Franchising Authority or its designee.

3.16 Capital Contribution. In support of PEG Access, Grantee shall, upon ninety (90) days written request from the Franchising Authority, begin to collect and pay to the Franchising Authority an amount equal to \$.31 per month per Residential Subscriber for Access capital (the "Capital Contribution") for a period of three (3) years. Subsequent to the three year Capital Contribution period, the Franchising Authority shall evaluate the use of its PEG channels and determine whether additional Capital Contributions are necessary to support the PEG channels. If the Franchising Authority determines that additional Capital Contributions are required to support PEG needs, the Franchising Authority shall submit its written request to Grantee. Such request shall include supporting documentation relative to the need of the additional Capital Contributions. If necessary to meet community needs, the Franchising Authority may request the collection and payment of Capital Contributions in any amount up to a maximum of \$.50 per month per Residential Subscriber for any period of time not to exceed the term of the Franchise. Each payment shall be due and payable on the same schedule as Franchise Fees and shall be itemized on Subscriber's monthly bills in accordance with applicable law. Grantee shall not be responsible for paying Capital Contributions with respect to gratis or bad debt accounts. The Franchising Authority shall have discretion to allocate the Capital Contribution for Access equipment and facilities in accordance with applicable law. The Franchising Authority shall provide a report annually to the Grantee on the use of the Capital Contribution, submitted within one hundred twenty (120) days of the close of the Franchising Authority's fiscal year. Grantee may review records of the Franchising Authority regarding the use of funds described in such report.

SECTION 4 Service Obligations

4.1 General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area when the following minimum densities are met: in areas served by overhead facilities, an average of one dwelling unit per one hundred seventy-six (176) strand feet (fifteen (15) dwelling units per one-half strand mile); and in areas served by underground facilities, an average of one dwelling unit per eighty-eight (88) strand feet (fifteen (15) dwelling units per one-quarter strand mile). Subject to the density requirement, Grantee shall offer Cable Service at its standard

installation rates to all new homes or previously unserved homes located within one hundred twenty-five (125) aerial feet of the Grantee's aerial distribution cable or within sixty (60) underground trench feet of either aerial or underground distribution facilities.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop line extension in excess of the above standards. Any such additional charge shall be the fully allocated cost of the installation that exceeds the standards set forth above.

4.2 Programming. The Grantee shall offer to all Subscribers a diversity of video programming services.

4.3 No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial, and other business obligations to the Grantee are satisfied. Grantee shall not however be required to continue service to a customer who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4 Customer Service in New Developments. In the event that a developer refuses to allow Grantee reasonable access to open trenches in a developer's new development for purposes of allowing Grantee to install cable facilities within such trenches (prior to the transfer of or dedication of any right[s]-of-way to the Franchising Authority at the completion of any such new development), then the Grantee shall not be required to provide cable service(s) to customers located within any such portion of the Franchise Area from which Grantee has been denied reasonable access to open trenches by a developer (and Grantee shall not be in default of the terms of this Franchise for any such refusal or failure to provide cable services to customers located within such area[s]).

4.5 Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5 Regulation by the Franchising Authority

5.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of annual Gross Revenues (as defined in Section 1.1 of this Franchise). In accordance with the Cable Act, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within forty-five (45) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. In the event the franchise fee payment is not received within forty-five (45) days from the end of the preceding quarter, the Grantee shall pay interest on the amount due at the prime rate as listed in the Wall Street Journal on the date the payment was due, compounded daily, until the date the Franchising Authority receives the payment.

C. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee is due.

D. Nothing stated herein shall limit Grantee's obligation to pay lawful and applicable local, state or federal taxes. Payment of the franchise fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee or tax on the business, occupation, property or income of Grantee that may be lawfully imposed by the Franchising Authority, County, State or the United States.

5.2 Franchise Fee Audit.

5.2.1 Upon reasonable prior written notice, during normal business hours, at Grantee's principal business office in the Seattle area, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the franchise fees; provided, however, that any such inspection shall take place within three (3) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

5.2.2 Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section (5.2), the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Finally Settled Amount," either party may bring an action to have the disputed amount determined by a court of law.

5.2.3 Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within forty-five (45) days from the date the parties agree upon the "Finally Settled Amount" plus interest at one percent (1%) above the prime rate (as the prime rate is listed in The Wall Street Journal) from the date the payment was originally due. Once the parties agree upon a "Finally Settled Amount" and such amount plus interest is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records unless there is an underpayment exceeding ten percent (10%) in a calendar year, in which case Grantee shall pay for the cost of the audit up to a maximum of \$10,000.

In the event of the "Finally Settled Amount(s)" being an overpayment by Grantee, the Franchising Authority shall have the option of reimbursing Grantee within forty-five (45) days or of requesting in writing within forty-five (45) days that Grantee withhold fifty percent (50%) of each future Franchise Fee payment until such time as said overpayment is recovered and thereafter remitting the full amounts to the Franchising Authority.

5.3 Additional Commitments Not Franchise Fees. No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay in full the Franchise Fee percentage listed in this Franchise. Any security fund, performance bond or letter of credit required shall not be offset against Franchise Fees. Furthermore, the Franchising Authority and Grantee agree that any utility tax, business and occupation tax or similar local tax of general applicability shall be in addition to any Franchise Fees required herein and there shall be no offset against Franchise Fees subject to applicable law. Should Grantee elect to offset certain non-cash commitments or initiatives against the Franchise Fee in accordance with applicable law, Grantee shall provide the Franchising Authority ninety (90) days advance written notice.

5.4 Inspection. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Public Ways, as necessary to monitor Grantee's compliance with the provisions of this Franchise.

5.5 Technical Standards. The Grantee shall comply with all applicable technical standards as published in Subpart K of 47 CFR Part 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC's rules.

5.6 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

5.7 Customer Service. The Grantee shall meet or exceed Federal Communication Commission ("FCC") customer service standards (47 CFR §76.309) as such standards exist on the effective date of the Franchise.

5.8 Low Income Senior/Disabled Subscriber Discount. As a voluntary initiative, the Grantee may offer a discount of thirty percent (30%) from its published rate-card rate to Subscribers for Basic Cable service who are aged sixty-five (65) or older, and/or disabled, provided that such person(s) are the legal owner or lessee/tenant of their residence and that their combined disposable income from all sources does not exceed the Housing and Urban Development standards for the Seattle-Everett area for the current and preceding calendar year. The Franchising Authority shall be responsible for certifying to the Grantee that discount applicants conform to the specified criteria.

The Franchising Authority acknowledges that discounted services reflect a voluntary initiative on the part of Grantee and is not a requirement of this Franchise. Should Grantee elect to discontinue the low income discount, Grantee shall first provide the County with ninety (90) days' prior notice.

5.9 Obscenity. The Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, applicable law relating to obscenity, and which is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violates, any provision of applicable law relating to obscenity, and which is otherwise not protected by the Constitution of the United States, to be transmitted over any

Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

5.10 Parental Control Device. Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with applicable law.

5.11 Cable Bill Inserts. The Grantee shall use reasonable efforts to accommodate the Franchising Authority's requests for the placement of messages on billing statements, at no cost to the Franchising Authority.

5.12 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Section, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

5.13 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve {12} months to effectuate a transfer of its Cable System to a qualified third party.

Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a

qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

5.14 Transfer of Franchise. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined herein as actual working control in whatever manner exercised, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with federal rules and regulations, notify the Grantee, and the proposed transferee or new controlling party in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

5.15 Cable System Architecture and Franchise Review. Prior to the effective date of this Franchise, Grantee completed a voluntary upgrade of its Cable System to a fiber-to-the-node system architecture, with fiber-optic cable deployed from the headend to the node and tying into the hybrid fiber-coaxial system already serving Subscribers. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards.

In the event that there are new developments in cable technology, cable law or cable regulation, the Franchising Authority may elect to conduct a review of the Franchise within six (6) months of the fifth anniversary of the Franchise effective date. The Franchising Authority shall provide Grantee thirty (30) days advance written notice of its intent to conduct such a review, and it may request that Grantee participate in and jointly fund a statistically valid telephone survey of Subscribers by a third party. Survey topics may include: [1] cable-related community needs and interests taking into account the cost of meeting them, [2] satisfaction with Cable Services offered, and [3] customer service.

Survey questions shall be jointly determined. If, after completion of the review and survey, the Franchising Authority and Grantee agree that the public interest will be served by modifying certain Franchise obligations and extending the term of the Franchise, the Franchising Authority, with the express agreement of the Grantee, shall modify the obligations and extend the term of the Franchise accordingly. The Franchising Authority and the Grantee agree to make a full and good faith effort to participate in the review.

SECTION 6 Books and Records

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this

Franchise. Such notice shall specifically reference the Section of the Franchise that is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. If the Franchising Authority believes that it must release any confidential books and records in the course of enforcing this Franchise, or if the Franchising Authority receives a request for disclosure of any information designated by Grantee as confidential, the Franchising Authority shall, so far as consistent with applicable law, use its best efforts to advise Grantee and provide Grantee with a copy of any written request by the party requesting access to such information within a reasonable period of time. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 7 Insurance, Indemnification and Surety

7.1 Insurance.

7.1.1 Throughout the term of this Franchise, the Grantee shall, at its own cost and expense, maintain and provide evidence of self-insurance and/or an insurance certificate, that names the Franchising Authority, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, to the Franchising Authority prior to the commencement of any further work or further installation of any Facilities pursuant to this Franchise. Such self-insurance and/or insurance certificate shall evidence the following minimum coverages: (A.) Comprehensive general/excess liability insurance including coverage for premises - operations, explosions and collapse hazard, underground hazard and products completed hazard, with limits not less than: \$1,000,000 (One Million dollars) per occurrence (and also in the aggregate for bodily injury or death to each person), and for property damage resulting from any one accident, and for general liability; (B.) Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000 (One Million dollars) for each person (and for each accident); and (C.) Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$5,000,000 (Five Million dollars);

7.1.2 If coverage is purchased on a "claims made" basis, then Grantee shall warrant continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of termination of this Franchise, and/or conversion from a "claims made" form to an "occurrence" coverage form. The required liability limits may be met under a primary or an excess policy, or any combination thereof. Any deductibles or self-insured retentions must be declared to the Franchising Authority, if requested by the Franchising Authority. Payment of deductibles and self-insured retentions shall be the sole responsibility of Grantee. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

7.1.3 Grantee's insurance shall be primary insurance with respect to the Franchising Authority, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the

Franchising Authority, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of Grantee's insurance and shall not contribute to it. In addition to the coverage requirements set forth in this Section, the certificate of insurance shall provide that: "The above described policies will not be canceled before the expiration date thereof, without the issuing company giving thirty (30) days written notice to the certificate holder." In the event of said cancellation or intent not to renew, Grantee shall obtain and furnish to the Franchising Authority evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date.

7.2 Indemnification

7.2.1 The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its appointed and elected officials, agents, officers, employees and volunteers from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees, on account of injury, harm, death or damage to persons or property which is caused, in whole, or in part, by the acts or omissions of Grantee or its agents, employees, contractors, or subcontractors in the exercise of the rights granted to Grantee by this Franchise.

7.2.2 The Grantee shall indemnify, defend and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided per this Franchise, Grantee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. This waiver has been mutually negotiated by the parties.

7.2.3 In the event any matter (for which the Franchising Authority intends to assert its rights under this Subsection 7.2) is presented to or filed with the Franchising Authority, the Franchising Authority shall promptly notify Grantee thereof, and Grantee shall have the exclusive right, at its election and at its sole cost and expense, to settle and compromise such matter as it pertains to Grantee's responsibility to indemnify, defend and hold harmless the Franchising Authority, its agents, officials, officers, employees, and volunteers. In the event any suit or action is started against the Franchising Authority based upon any such matter, the Franchising Authority shall likewise promptly notify Grantee thereof, and Grantee shall have the exclusive right, at its election and at its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election, as it pertains to Grantee's responsibility to indemnify, defend and hold harmless the Franchising Authority, its agents, officials, officers, employees, and volunteers.

7.3 Surety. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of the Grantee are sufficient for compliance with the terms of the Franchise and the enforcement thereof. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. The Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than one-hundred thousand dollars (\$100,000), conditioned upon the substantial

performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety will be required. In the event that a bond or other surety is required in the future, the Franchising Authority agrees to give the Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in the Grantee's legal, financial or technical qualifications that would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

SECTION 8 System Description and Complimentary Service

8.1 System Capacity. During the term of this Franchise the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming to its Subscribers in the Franchise Area.

8.2 Service to Franchising Authority Governmental Facilities. As a voluntary initiative, the Grantee upon request may provide free "Basic" Cable Service and free installation (within the installation guidelines described in Section 3 of this Franchise) at one outlet to each Franchising Authority municipal building located in the Franchise Area. The Franchising Authority acknowledges that such complimentary services reflect a voluntary initiative on the part of the Grantee. Grantee does not waive any rights that it may have regarding the provision of complimentary Cable Service under future federal laws and/or regulations. Subject to applicable law, should Grantee be authorized (per future federal laws and/or regulations) and elects to offset the actual cost of Franchising Authority complimentary Cable Services provided to the Franchising Authority (against franchise fees to be paid to the Franchising Authority by Grantee per the terms of this Agreement), Grantee shall first provide the Franchising Authority with ninety (90) days' prior written notice (as provided per Section 10.3 herein). Additional outlets or services will be installed by Grantee at the normal non-discriminatory commercial rate and billed for on a monthly basis at the normal commercial rate as determined by the Grantee's commercial accounts guidelines. "Municipal buildings" are those buildings owned or leased and occupied by the Franchising Authority for government administrative purposes. The Cable Service provided shall not be used for commercial purposes. The intent of the preceding provisions is to ensure availability of local news, weather, and government programming for the benefit of the Franchising Authority administrative staff. For new hookups, the Grantee shall not provide an outlet to such buildings where a non-standard installation (as described in Section 3 above) is required, unless the Franchising Authority agrees to pay the fully allocated cost of any necessary Cable System extension and/or non-standard installation. If additional outlets of Cable Service or additional services are provided to such buildings beyond those defined herein, the building owner/occupant shall pay the fully allocated costs associated with installation and the service fees, if any, associated therewith. In the event that there is another wireline service provider (or providers) providing Cable Service within the Franchising Authority, the decision of which service provider will provide the complimentary Cable Service shall be decided on a case by case basis in an effort to maintain equitable burdens on each provider.

SECTION 9 Enforcement and Termination of Franchise

9.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

9.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 9.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

9.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 9.1 pursuant to the procedures set forth in Section 9.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 9.2(C) above, then the Franchising Authority may schedule a public hearing to continue its investigation of the alleged violation. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, including the time, place and purpose of such hearing, and shall provide Grantee the opportunity to be heard.

9.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 9.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 9.5.

9.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in Sections 9.1-9.4 above, the Franchising Authority shall give written notice to the Grantee of its intent to pursue revocation and shall set forth the exact nature of the alleged noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority. The Franchising Authority may, at its sole discretion, take any lawful action that it deems necessary to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

9.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by

waiting for utility providers to service or monitor *their* utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 10 Miscellaneous Provisions

10.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

10.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to, in writing, by both parties.

10.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Lynden
300 4th Street
Lynden, WA 98264
Attention: -City Administrator

And, to the Grantee as follows:

Government Affairs Dept
Comcast Cable Communications Management, LLC
15815 25th Ave W
Lynnwood, WA 98087

With a copy to:

Government Affairs Manager
Comcast Cable Communications Management, LLC
400 Sequoia Dr STE 100
Bellingham, WA 98264

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

10.4 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

10.5 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

10.6 Publication. The Grantee shall reimburse the Franchising Authority for the cost of publication of this Franchise as required by the Lynden Municipal Code.

10.7 Intergovernmental Administrative Agency. The Franchising Authority reserves the right to join with one or more local area cities or counties in the formation and operation of an intergovernmental administration of cable franchises of the various members of the joint authority. The Franchising Authority reserves the right to assign the administration of the provisions of the Franchise to such a duly established joint authority; provided that no association or assignment by the Franchising Authority shall interfere with, or derogate from the rights of, or increase the obligations of Grantee under this Franchise. Notwithstanding the above, only the Franchising Authority has the right to enforce the provisions of this Franchise, conduct formal performance and Franchise reviews and shall not delegate this right to any third party whatsoever.

SECTION 11 Validity and Constitutionality

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

SECTION 12 Conflicting Ordinances

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

IN WITNESS WHEREOF, this Franchise has been executed by the duly authorized representatives of the parties as set forth below, as of the dates set forth below:

DATED this ____ day of _____, 2020.

CITY OF LYNDEN, WASHINGTON

Scott Korthuis, Mayor

ATTEST:

Pam Brown, City Clerk

APPROVED AS TO FORM:

Mike Martin, City Administrator

This acceptance of the Franchise is unconditionally made without reservation. Grantee (Comcast Cable Communications Management, LLC) accepts all of the rights and privileges of the Franchise subject to all of the terms, conditions, duties, and obligations of the Franchise.

Accepted and approved this ____ day of _____, 2020.

ATTEST:

Comcast Cable Communications Management, LLC

Name: _____

Title: _____

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 6, 2020	
Name of Agenda Item:	Proposal to build a BMX pump track at Bender Fields	
Section of Agenda:	New Business	
Department:	Parks	
Council Committee Review:		Legal Review:
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
Attachments:		
Pinto Lake pump track plans		
Summary Statement:		
<p>Kevin Rus and his associates are proposing to build a BMX pump track at Bender Fields. They are currently in the process of fund raising to pay for the installation of the park. They are working with a national company that builds pump tracks nation wide and are considering using the plans (included) located at Pinto Lake.</p> <p>Kevin presented his plans to the Parks Committee and the committee was impressed with the plans and approved forwarding the request to construct the pump track to full council for approval.</p>		
Recommended Action:		
Motion to approve the construction of a BMX pump track at Bender Fields if the committee can raise the needed funds for construction.		

PINTO LAKE BIKE PUMP TRACK PROJECT

PROJECT #17C1-015

TECHNICAL SPECIFICATIONS

Volume II of III

**COUNTY OF SANTA CRUZ, CALIFORNIA
GENERAL SERVICES DEPARTMENT
June 12, 2018**

PROPOSALS DUE: July 13, 2018 – 2:30 P.M.
PROJECT NO.: #17C1-015

PRE-BID CONFERENCE:
June 27, 2018 @ 10:00 am
Pinto Lake Park
757 Green Valley Road, Watsonville, CA

VOLUME I: General and Supplemental Conditions
VOLUME II: Technical Specifications
VOLUME III: Bid Proposal

GRADING PERMIT PLANS
FOR
BIKE PUMP TRACK AT PINTO LAKE COUNTY PARK
451 GREEN VALLEY ROAD
WATSONVILLE, CALIFORNIA 95076

ABBREVIATIONS

AB	AGGREGATE BASE	LP	LOW POINT
AC	ASPHALT CONCRETE	MAX	MAXIMUM
BFP	BACKFLOW PREVENTER	MH	MANHOLE
BRW	BOTTOM OF RETAINING WALL	MIN	MINIMUM
BSW	BACK OF SIDEWALK	N	NORTH
BW	BOTTOM OF WALL	NE	NORTHEAST
CB	CATCH BASIN	NW	NORTHWEST
CI	CURB INLET	(N)	NEW
CIP	CAST IRON PIPE	O.C.	ON CENTER
CL	CENTERLINE	O.D.	OUTSIDE DIAMETER
CLR	CLEAR	OH	OVERHEAD
CMP	CORRUGATED METAL PIPE	PCC	PORTLAND CEMENT CONCRETE
CMU	CONCRETE MASONRY UNIT	PL	PROPERTY LINE
CO	CLEANOUT	P.O.T.	PATH OF TRAVEL
CONC	CONCRETE	PP	POWER POLE
COTG	CLEANOUT TO GRADE	PTDF	PRESSURE TREATED DOUGLAS FIR
DIA	DIAMETER	PSI	POUNDS PER SQUARE INCH
DIP	DUCTILE IRON PIPE	PV	PAVEMENT
DTL	DETAIL	PVC	POLYVINYL CHLORIDE PIPE
DWG	DRAWING	QC	QUICK COUPLER
DWY	DRIVEWAY	R	RADIUS
E	EAST, ELECTRICAL	RCP	REINFORCED CONCRETE PIPE
EG	EXISTING GROUND	RDWD	REDWOOD
EP	EDGE OF PAVEMENT	ROW	RIGHT-OF-WAY
(E)	EXISTING	RW	RECYCLED WATER
EX.	EXISTING	S	SOUTH, SLOPE
FC	FACE OF CURB	SD	STORM DRAIN
FG	FINISH GRADE	SE	SOUTHEAST
FF	FINISH FLOOR	SDMH	STORM DRAIN MANHOLE
FH	FIRE HYDRANT	SQ	SQUARE
FL	FLOWLINE	SS	SANITARY SEWER
FNC	FENCE	SSMH	SANITARY SEWER MANHOLE
FT	FOOT/FEET	STA	STATION
GB	GRADE BREAK	STD	STANDARD
HT	HEIGHT	SW	SIDEWALK, SOUTHWEST
HDPE	HIGH-DENSITY POLYETHYLENE	T	TELEPHONE
HORIZ	HORIZONTAL	TC	TOP OF CURB
HP	HIGH POINT	TRAN	TRANSFORMER
INT	INTERSECTION	TRW	TOP OF RETAINING WALL
INV	INVERT	TW	TOP OF WALL
IRR	IRRIGATION	USA	UNDERGROUND SERVICE ALERT
JB	JUNCTION BOX	W	WEST, WATER
LF	LINEAR FOOT	WM	WATER METER
LIP	LIP OF GUTTER	WV	WATER VALVE
LOG	LIMIT OF GRADING	W/	WITH

LEGEND

EXISTING

DESCRIPTION

PROPOSED

	CATCH BASIN	
	WATER VALVE	
	IRRIGATION LINE	
	STORM DRAIN LINE	
	WATER LINE	



PLAN VIEW
N.T.S.



VICINITY MAP
N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
C1.0	COVER SHEET
C2.0	NOTES
C3.0	DETAILS
C3.1	DETAILS
C4.0	SITE, GRADING, DRAINAGE & UTILITY PLAN
C5.0	EROSION CONTROL NOTES AND DETAILS



PROFESSIONAL ENGINEER
DAVID HENRICHSEN
NO. C4967
CIVIL
STATE OF CALIFORNIA

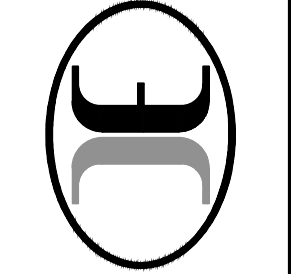
DATE
5/23/18

REVISION

APPROVED
DAVID HENRICHSEN
DAVID HENRICHSEN (RCE NO. 49167)

6300 SOQUEL AVE SUITE 101
SANTA CRUZ, CA 95062
TEL (831) 428-5313
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www.iflandengineers.com

IFLAND ENGINEERS
CIVIL ENGINEERING • LAND PLANNING • STRUCTURAL DESIGN



COVER SHEET
PINTO LAKE - PUMP TRACK

APN 050-141-02

DATE
5/22/18

DESIGN
DD

DRAWN
DD

451 GREEN VALLEY RD, WATSONVILLE, CALIFORNIA

SHEET
C1.0

JOB NO. 17057

I:_PROJECTS\2017\17057 COUNTS\DWGS\CONSTRUCTION\BUILDING PERMIT SET\22.0-NOTE.dwg, 23may18 12:22:35 PM ddraeger © IFLAND ENGINEERS, INC.

SANTA CRUZ COUNTY GENERAL NOTES

- ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE REQUIREMENTS IN THE CURRENT EDITION OF THE "COUNTY OF SANTA CRUZ DESIGN CRITERIA."
- WORK SHALL BE LIMITED TO 8:00 A.M. TO 5:00 P.M. WEEKDAYS. NON-NOISE PRODUCING ACTIVITIES, SUCH AS INTERIOR PAINTING, SHALL NOT BE SUBJECT TO THIS RESTRICTION.
- NO CHANGES IN THE APPROVED IMPROVEMENT PLANS SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE PARKS DEPARTMENT.
- BETWEEN OCTOBER 15 AND APRIL 15, EXPOSED SOIL SHALL BE PROTECTED FROM EROSION AT ALL TIMES. DURING CONSTRUCTION SUCH PROTECTION MAY CONSIST OF MULCHING AND/OR PLANTING OF NATIVE VEGETATION OF ADEQUATE DENSITY. BEFORE COMPLETION OF THE PROJECT, ANY EXPOSED SOIL ON DISTURBED SLOPES SHALL BE PERMANENTLY PROTECTED FROM EROSION.
- ALL CONSTRUCTION STAKING FOR CURB, GUTTER, SIDEWALK, STORM DRAINS AND WATER LINES SHALL BE DONE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER.
- THE COUNTY PARKS DIRECTOR, OR THEIR AUTHORIZED REPRESENTATIVE, SHALL HAVE THE AUTHORITY TO "STOP WORK" IF THE WORK IS NOT BEING DONE IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS.
- THE CONTRACTOR SHALL NOTIFY THE COUNTY PARKS DEPARTMENT PROJECT MANAGER 24 HOURS PRIOR TO START OF CONSTRUCTION (831-454-7901).
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- IF SIDEWALK IS NOT PLACED MONOLITHICALLY WITH CURB AND GUTTER, PLACE #4 DOWELS 18" LONG AT 4' O.C. IN BACK OF CURB 3" BELOW TOP OF CURB, 6" INTO CONCRETE, AS PER STANDARD FIG. ST-4A.
- CONTRACTOR SHALL FIELD VERIFY ALL UNDERGROUND UTILITIES AND SUBSTRUCTURES. PRIOR TO FURTHER CONSTRUCTION, THE ENGINEER MUST BE NOTIFIED, IN WRITING, OF ANY DISCREPANCIES THAT MAY EXIST.
- PRIOR TO CONSIDERATION FOR FORMAL COUNTY ACCEPTANCE OF THE IMPROVEMENTS, AS-BUILT PLANS WILL BE PREPARED BY COUNTY STAFF. ANY CHANGES FROM THE IMPROVEMENT PLANS NOT PREVIOUSLY APPROVED BY THE PARKS DEPARTMENT WILL REQUIRE NEGOTIATION AND ADJUSTMENT TO THE SATISFACTION OF THE COUNTY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF CONSTRUCTION QUANTITIES PRIOR TO BIDDING ON ANY ITEM. QUANTITY REFERENCES SHOWN ON THESE PLANS, OR ENGINEER'S ESTIMATES ARE FOR ESTIMATING PURPOSES ONLY AND SHALL NOT BE CONSIDERED AS A BASIS FOR CONTRACTOR PAYMENT. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY FLUCTUATIONS IN SUCH QUANTITIES AND ESTIMATES.
- THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO, OR USES OF, THESE PLANS. ALL CHANGES MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THE TERMS "INSTALL" AND "CONSTRUCT" MEAN THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIALS, PRODUCTS, EQUIPMENT, AND LABOR FOR SAID INSTALLATION AND CONSTRUCTION.

ACCESSIBILITY NOTES

- ALL NEW WORK SHALL CONFORM TO TITLE 24 OF THE CALIFORNIA ADMINISTRATIVE CODE AND THE AMERICANS WITH DISABILITIES ACT (ADA).
- NEW CURB RAMPS SHALL NOT EXCEED A SLOPE OF 1:12 (8.33%).
- ALL NEW CONCRETE WALKS SHALL NOT EXCEED A SLOPE OF 1:20 (5%) LONGITUDINALLY UNLESS RAILINGS ARE PROVIDED IN WHICH CASE THE SLOPE SHALL NOT EXCEED 1:12 (8.33%). THESE SLOPE STANDARDS DO NOT APPLY TO THE NEW AC PATHWAY.
- RAMPS ARE DEFINED AS ANY WALKWAY WITH A LONGITUDINAL SLOPE BETWEEN 1:20 (5%) AND 1:12 (8.33%). RAMPS SHALL HAVE A MINIMUM WIDTH OF 48" AND A MAXIMUM CROSS-SLOPE OF 2%. RAMPS EXCEEDING 30" VERTICAL DROP SHALL HAVE INTERMEDIATE (2% MAXIMUM SLOPE) LANDINGS HAVING A MINIMUM LENGTH IN THE DIRECTION OF TRAVEL OF 60". LANDINGS AT THE BOTTOM OF A RAMP OR CHANGE IN RAMP DIRECTION SHALL HAVE A MINIMUM LENGTH OF 72".
- MAXIMUM CROSS-SLOPE ON ANY SIDEWALK OR RAMP SHALL BE 2%. MAXIMUM SLOPE IN ANY DIRECTION WITHIN PARKING STALLS DESIGNATED AS ACCESSIBLE PARKING STALLS SHALL BE 2%.
- CONTRACTOR SHALL ENSURE AND CONSTRUCT ALL IMPROVEMENTS WITH ADA COMPLIANCE. THIS SHALL INCLUDE BUT NOT LIMITED TO PATHWAYS, RAMPS, BUILDING ENTRANCES, ROADWAYS, ETC.

SANTA CRUZ COUNTY GRADING NOTES

- DESIGNATE A "DISTURBANCE COORDINATOR" TO RESPOND TO CITIZEN COMPLAINTS AND INQUIRIES REGARDING CONSTRUCTION NOISE AND DUST. THE NAME, PURPOSE, AND TELEPHONE NUMBER OF THE DISTURBANCE COORDINATOR SHALL BE POSTED ON A SIGN EASILY VISIBLE FROM OFF-SITE DURING THE ENTIRE TIME PROJECT GRADING AND CONSTRUCTION OCCURS. THE DISTURBANCE COORDINATOR SHALL INVESTIGATE THE CONCERN AND TAKE REMEDIAL ACTION, IF NECESSARY, WITHIN 24 HOURS OF RECEIVING A COMPLAINT OR AN INQUIRY.
- NO LAND CLEARING, GRADING, OR EXCAVATING SHALL TAKE PLACE BETWEEN OCTOBER 15 AND APRIL 15 UNLESS A SEPARATE WINTER EROSION CONTROL PLAN IS APPROVED BY THE PLANNING DIRECTOR.
- NO LAND DISTURBANCE SHALL TAKE PLACE PRIOR TO THE ISSUANCE OF BUILDING PERMITS, EXCEPT THE MINIMUM REQUIRED TO INSTALL STREET IMPROVEMENTS, PROVIDE ACCESS FOR COUNTY REQUIRED TESTS OR TO CARRY OUT OTHER WORK SPECIFICALLY REQUIRED BY ANOTHER OF THESE CONDITIONS.
- THE CONTRACTOR SHALL APPLY WATER TO ALL EXPOSED EARTH SURFACES AT INTERVALS SUFFICIENT TO PREVENT AIRBORNE DUST FROM LEAVING THE PROJECT SITE. ALL EXPOSED EARTH SHALL BE WATERED DOWN AT THE END OF THE WORK DAY.
- WHILE IN TRANSIT TO AND FROM THE PROJECT SITE, ALL TRUCKS TRANSPORTING FILL SHALL BE EQUIPPED WITH TARPS.
- PURSUANT TO SECTIONS 16.40.040 AND 16.42.100 OF THE COUNTY CODE, IF AT ANY TIME DURING SITE PREPARATION, EXCAVATION, OR OTHER GROUND DISTURBANCE ASSOCIATED WITH THIS DEVELOPMENT, ANY ARTIFACT OR OTHER EVIDENCE OF AN HISTORIC ARCHEOLOGICAL RESOURCE OR A NATIVE AMERICAN CULTURAL SITE IS DISCOVERED, THE RESPONSIBLE PERSONS SHALL IMMEDIATELY CEASE AND DESIST FROM ALL FURTHER SITE EXCAVATION AND NOTIFY THE SHERIFF-CORONER IF THE DISCOVERY CONTAINS HUMAN REMAINS, OR THE PLANNING DIRECTOR IF THE DISCOVERY CONTAINS NO HUMAN REMAINS. THE PROCEDURES ESTABLISHED IN SECTIONS 16.40.010 AND 16.42.100, SHALL BE OBSERVED.

IFLAND ENGINEERS STANDARD NOTES

- ALL ORGANIC MATERIAL COVERING THE SITE SHALL BE STRIPPED AND STOCKPILED. THE STRIPPINGS SHALL BE USED TO BACKFILL ALL ROUGH GRADED MOUND AREAS OR LANDSCAPE PLANTERS AS APPROVED BY THE LANDSCAPE ARCHITECT, TO WITHIN 0.1' OF GRADES SHOWN. EXCESS STRIPPINGS AND EXCAVATED MATERIALS SHALL BE REMOVED FROM THE SITE BY THE GRADING CONTRACTOR IF EARTHWORK BALANCE CANNOT BE ACHIEVED.
- COMPACTION TO BE DETERMINED USING THE LATEST EDITION OF ASTM D1557.
- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. CONTRACTOR TO CONTACT USA AT 811 PRIOR TO START OF WORK.
- SHOULD DISCREPANCIES EXIST BETWEEN THE ACTUAL ELEVATIONS AND LOCATIONS OF EXISTING UTILITY CONNECTIONS AND THOSE AS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL NOTIFY IFLAND ENGINEERS BEFORE ADJUSTING THE UTILITY DESIGN.
- CONTRACTOR SHALL UNCOVER AND EXPOSE ALL EXISTING UTILITY LINES WHERE THEY ARE TO BE CROSSED ABOVE OR BELOW BY THE NEW UTILITY LINE BEING CONSTRUCTED IN ORDER TO VERIFY THE GRADES AND CLEARANCES. IF ASSISTANCE IS REQUIRED, CONTRACTOR SHALL ARRANGE FOR A SURVEY CREW TO VERIFY THE ELEVATIONS AT THE CROSSINGS. PIPE SHALL NOT BE STRUNG NOR TRENCHING COMMENCED UNTIL ALL CROSSINGS HAVE BEEN VERIFIED FOR CLEARANCE.
- CONTRACTOR SHALL SET HIS STRING OR WIRE THROUGH AT LEAST THREE GRADE STAKES TO VERIFY THE UTILITY GRADES. IF THE STAKES DO NOT PRODUCE A UNIFORM GRADE, NOTIFY THE ENGINEER IMMEDIATELY AND HAVE THE GRADES CHECKED PRIOR TO TRENCHING.
- ALL UTILITY STRUCTURES TO REMAIN, INCLUDING BUT NOT LIMITED TO MANHOLES, CATCH BASINS, WATER VALVES, FIRE HYDRANTS, TELEPHONE AND ELECTRICAL VAULTS, AND PULL BOXES THAT REMAIN WITHIN AREAS EFFECTED BY THE CONSTRUCTION WORK ON THIS PROJECT SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR OR THE RESPECTIVE UTILITY COMPANY WHETHER SHOWN ON THESE PLANS OR NOT. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL PUBLIC OR PRIVATE UTILITY COMPANIES.
- STORM DRAIN PIPES DESIGNATED AS "SD" FROM 4" TO 24" IN DIAMETER SHALL BE SDR-35 P.V.C. OR APPROVED EQUAL, HDPE STORM DRAIN PIPE WITH SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATIONS, MEETING AASHTO M252, TYPE S, AASHTO M294, TYPE S, OR ASTM F2306 SPECIFICATIONS, WITH WATER-TIGHT INTEGRATED BELL JOINTS PER ASTM D3212 OR APPROVED EQUAL WITH CLASS 1 BACKFILL, OR D.I.P. (DUCTILE IRON PIPE) IF SPECIFIED ON THE PLANS. NO MATERIAL SUBSTITUTION SHALL BE ALLOWED FOR DUCTILE IRON PIPE IF DESIGNATED ON THE PLANS. ANY PIPES LARGER THAN 24" IN DIAMETER SHALL BE CLASS III REINFORCED CONCRETE PIPE (RCP). HDPE AND PVC PIPES SHALL ONLY BE USED IF DESIGNATED ON THE PLANS. NO OTHER PIPE MATERIALS MAY BE USED UNLESS APPROVED BY THE ENGINEER.
- ALL AREAS TO BE GRADED ACCORDING TO THE GRADES SHOWN ON THESE PLANS. A 1% MINIMUM SLOPE FOR DRAINAGE SHALL BE APPLIED IF NO GRADES ARE SHOWN, SUBJECT TO THE APPROVAL OF THE PROJECT ENGINEER. FLOWLINE OF CURBS AND VALLEY GUTTERS MAY BE GRADED AT LESS THAN 1% IF SLOPES ARE DESIGNATED ON THESE PLANS.
- CONTRACTOR SHALL GRADE EVENLY BETWEEN SPOT ELEVATIONS.
- PROPOSED SPOT GRADES (ELEVATIONS) SHOWN HEREON ARE FINISHED PAVEMENT GRADES OR FINISHED SURFACE GRADES, NOT TOP OF CURB GRADES, UNLESS NOTED OTHERWISE.
- WHEN A GRADING PERMIT IS ISSUED ON THIS PROJECT, THE AGENCY APPROVAL APPLIES ONLY TO GRADING. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL OTHER NECESSARY PERMITS TO CONSTRUCT THE PROPOSED SITE WORK.
- APPROVED PLANS FOR ROADWAYS CONSTITUTE APPROVAL FOR THE CONSTRUCTION OF THE ROADWAY ONLY. ALL OTHER NECESSARY PERMITS STILL APPLY.
- ESTIMATED EARTHWORK QUANTITIES SHOWN (SHEET C4.0) ON THESE PLANS ARE APPROXIMATE ONLY AND SHOWN FOR THE PURPOSES OF CALCULATING GRADING PERMIT FEES. CONTRACTOR IS RESPONSIBLE FOR VERIFYING INDEPENDENTLY BOTH CUT AND FILL QUANTITIES. IFLAND ENGINEERS ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THESE NUMBERS.
- CONTRACTOR SHALL VERIFY THE CONTENTS AND THICKNESS OF THE BUILDING SLAB SECTION (I.E. CONCRETE, SAND, ROCK) WITH THE STRUCTURAL PLANS PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
- ALL GRADING, TRENCHING, SHORING, PAVING, AND CONSTRUCTION WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE O.S.H.A REGULATIONS.
- ALL STAKING REQUESTS SHALL REQUIRE 48-HOUR PRIOR NOTICE.
- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONNEL AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONALS AND CITY REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
- WHERE DRIVEWAY APPROACHES ARE TO BE CONSTRUCTED, DRIVEWAY SHALL NOT BE CONSTRUCTED UNTIL THE OFF-SITE IMPROVEMENTS ARE INSTALLED. THE ON-SITE DRIVEWAY SHALL CONFORM TO THE COMPLETED OFF-SITE DRIVEWAY APPROACH.
- NO CHANGES ON THESE PLANS SHALL BE MADE WITHOUT PRIOR APPROVAL OF IFLAND ENGINEERS AND THE COUNTY OF SANTA CRUZ.
- EROSION CONTROL PLANS AND STORM WATER POLLUTION PREVENTION PLANS SHALL BE PERMITTED AND FILED WITH THE APPLICABLE AGENCIES PRIOR TO ANY CONSTRUCTION OR GRADING OPERATIONS.
- THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO, OR USES OF, THESE PLANS. ALL CHANGES MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- IF A SWPPP IS REQUIRED FOR THE PROJECT, IT SHALL BE KEPT WITHIN THE JOB-SITE OFFICE AT ALL TIMES DURING CONSTRUCTION.

NOTES

APN 050-141-02

DATE 5/22/18

DESIGN DD

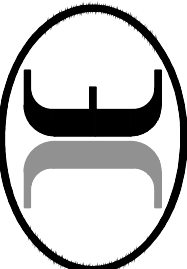
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JOB NO. 17057

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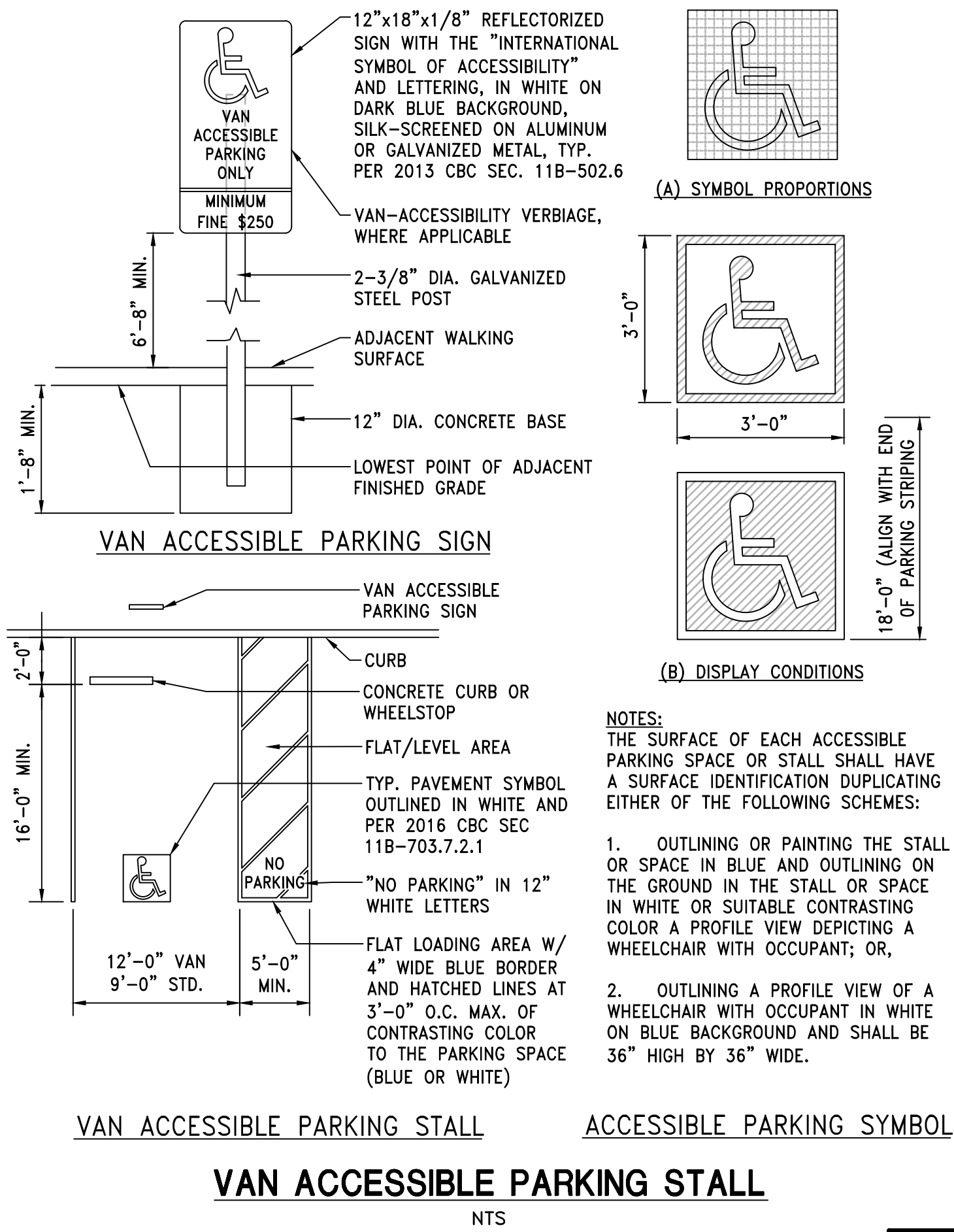
PROFESSIONAL ENGINEER
DAVID HENRICHSEN
NO. C49067
CIVIL
STATE OF CALIFORNIA

DATE 5/23/18

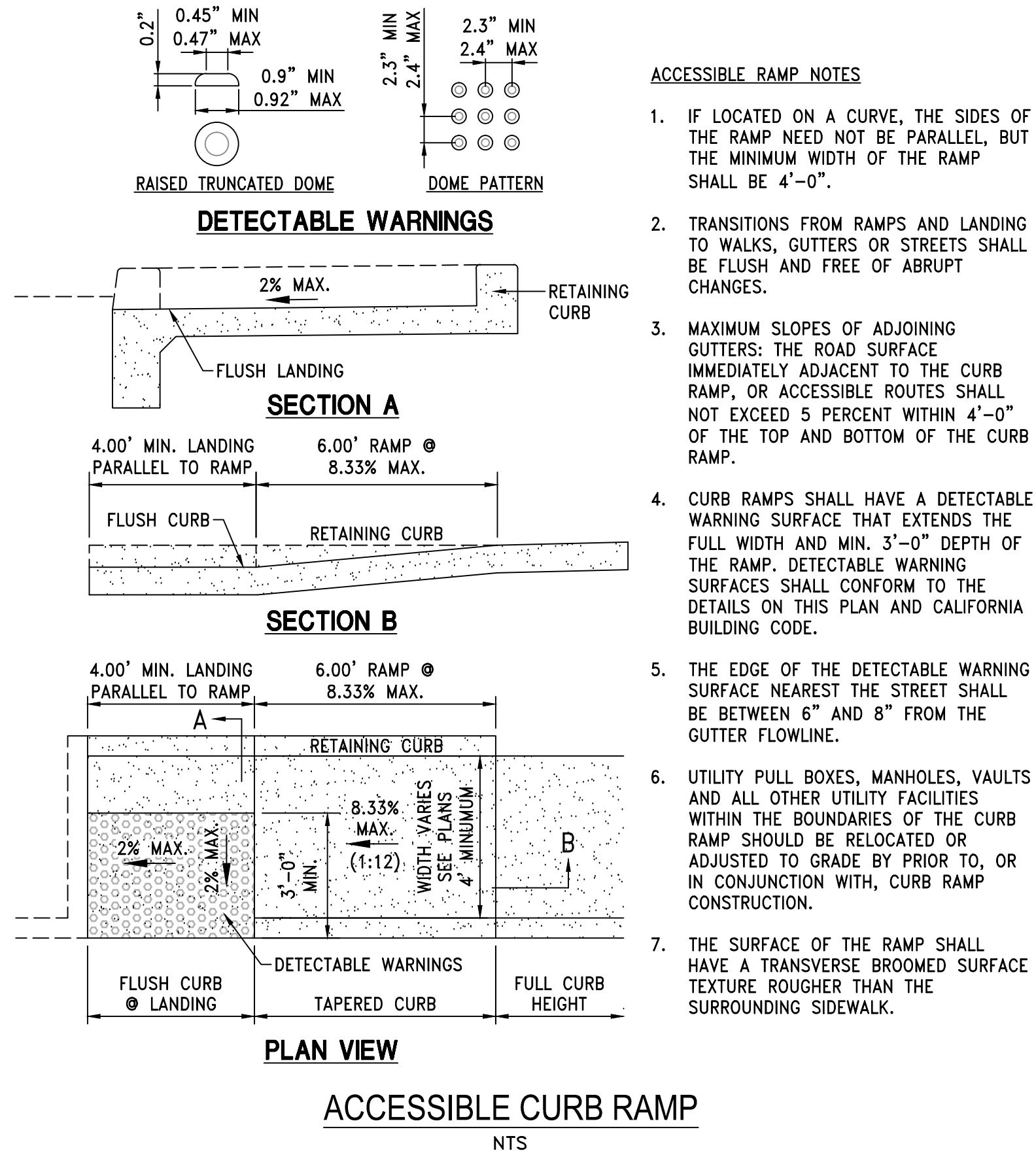
BY David A. Henrichsen

APPROVED DAVID HENRICHSEN (PCE NO. 49167)

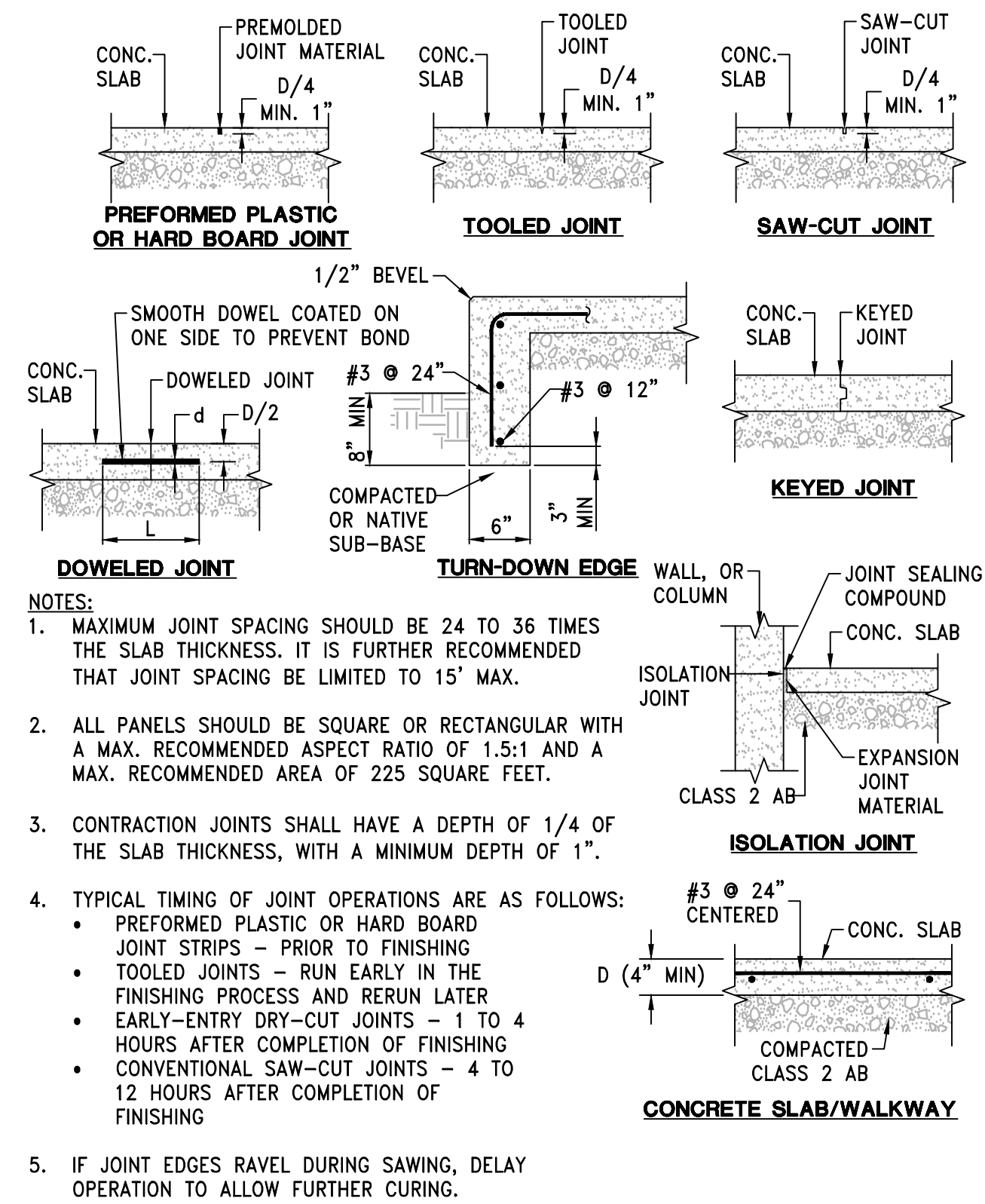
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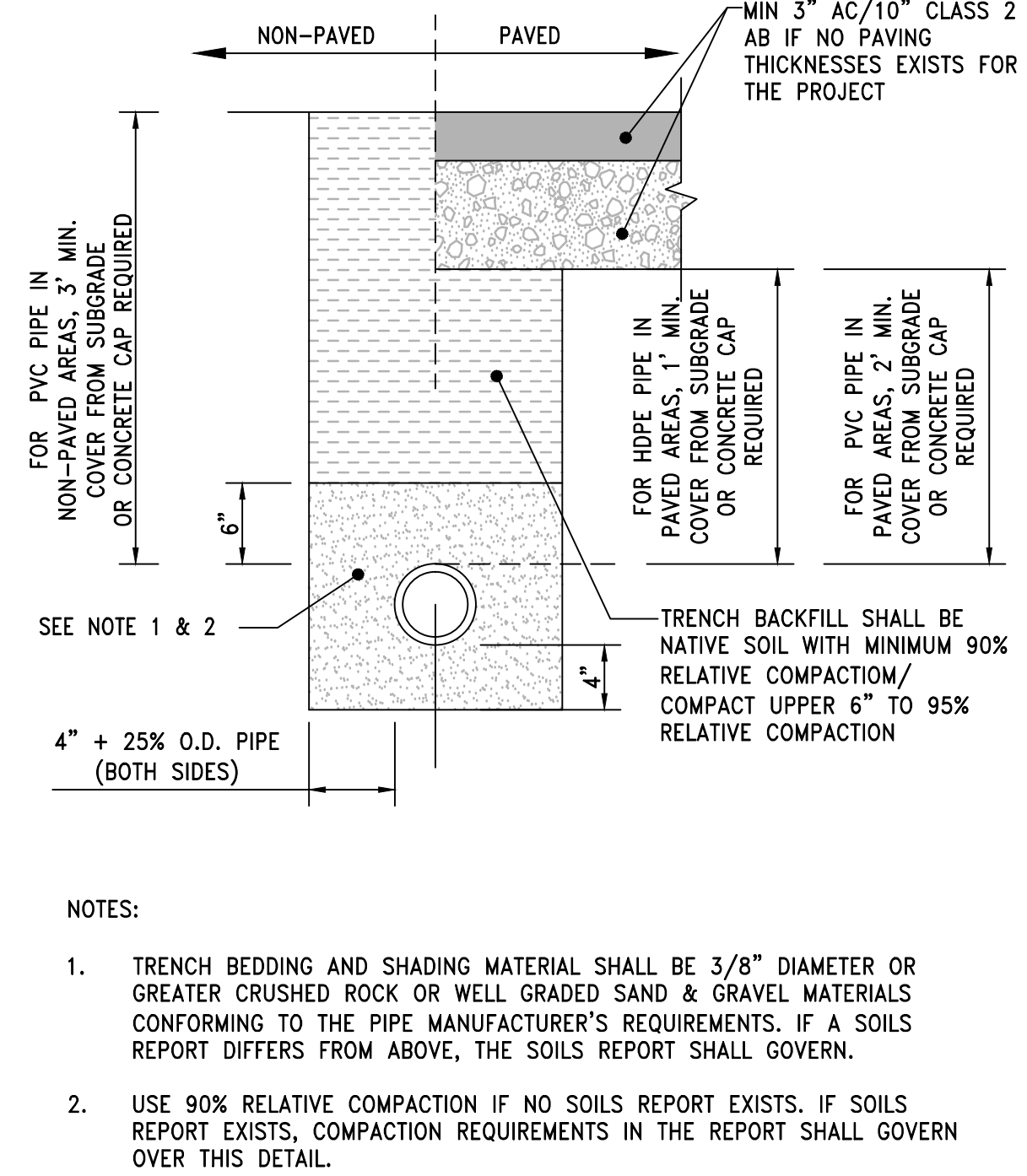
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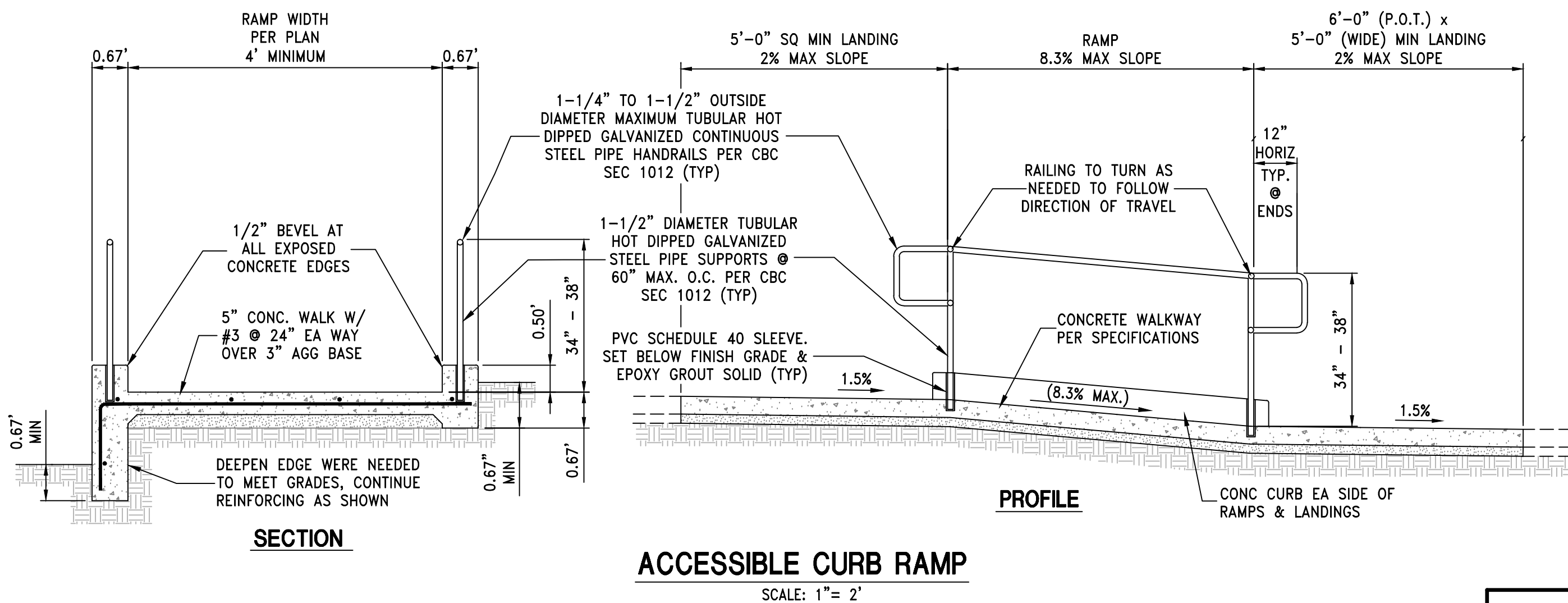
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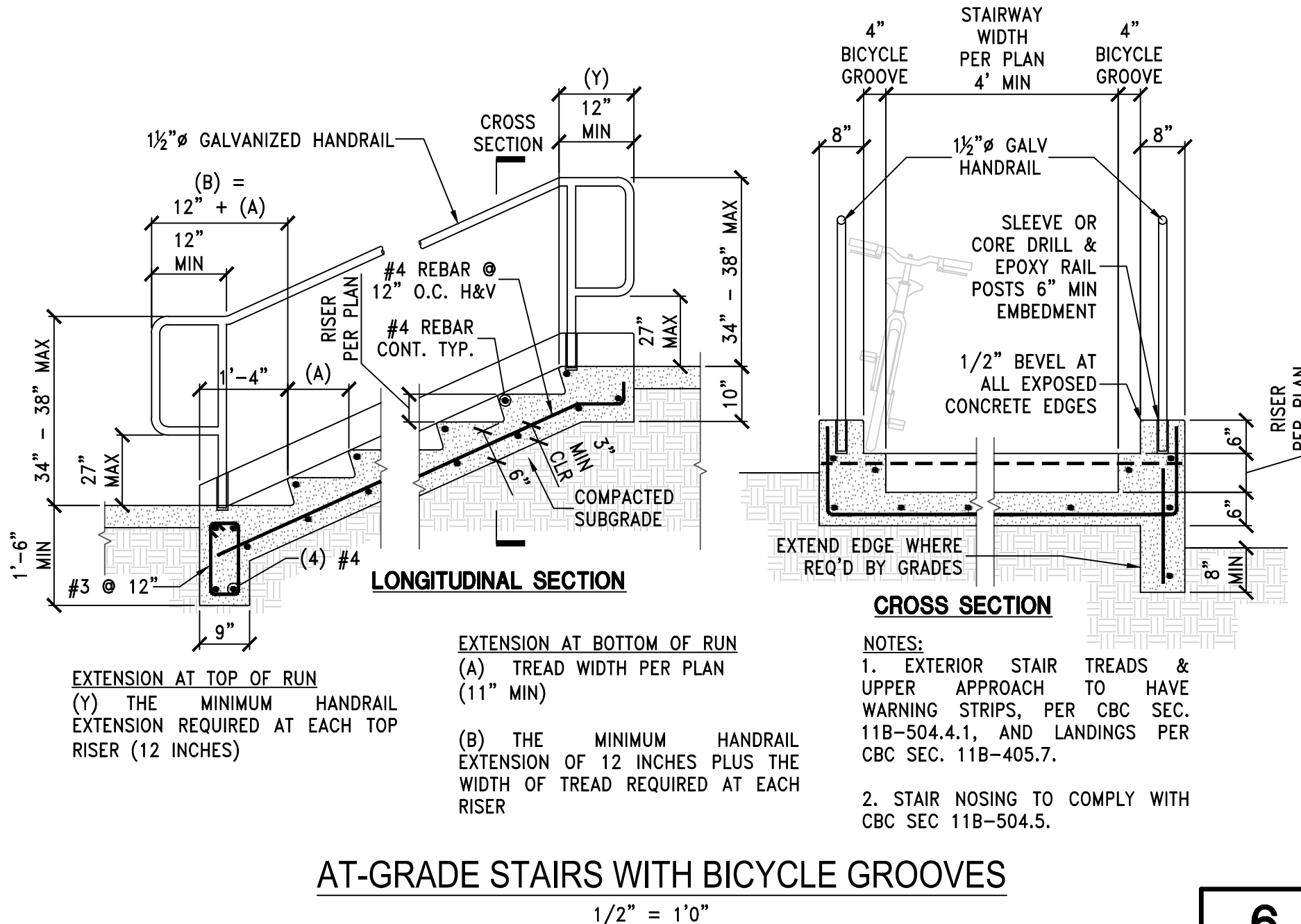
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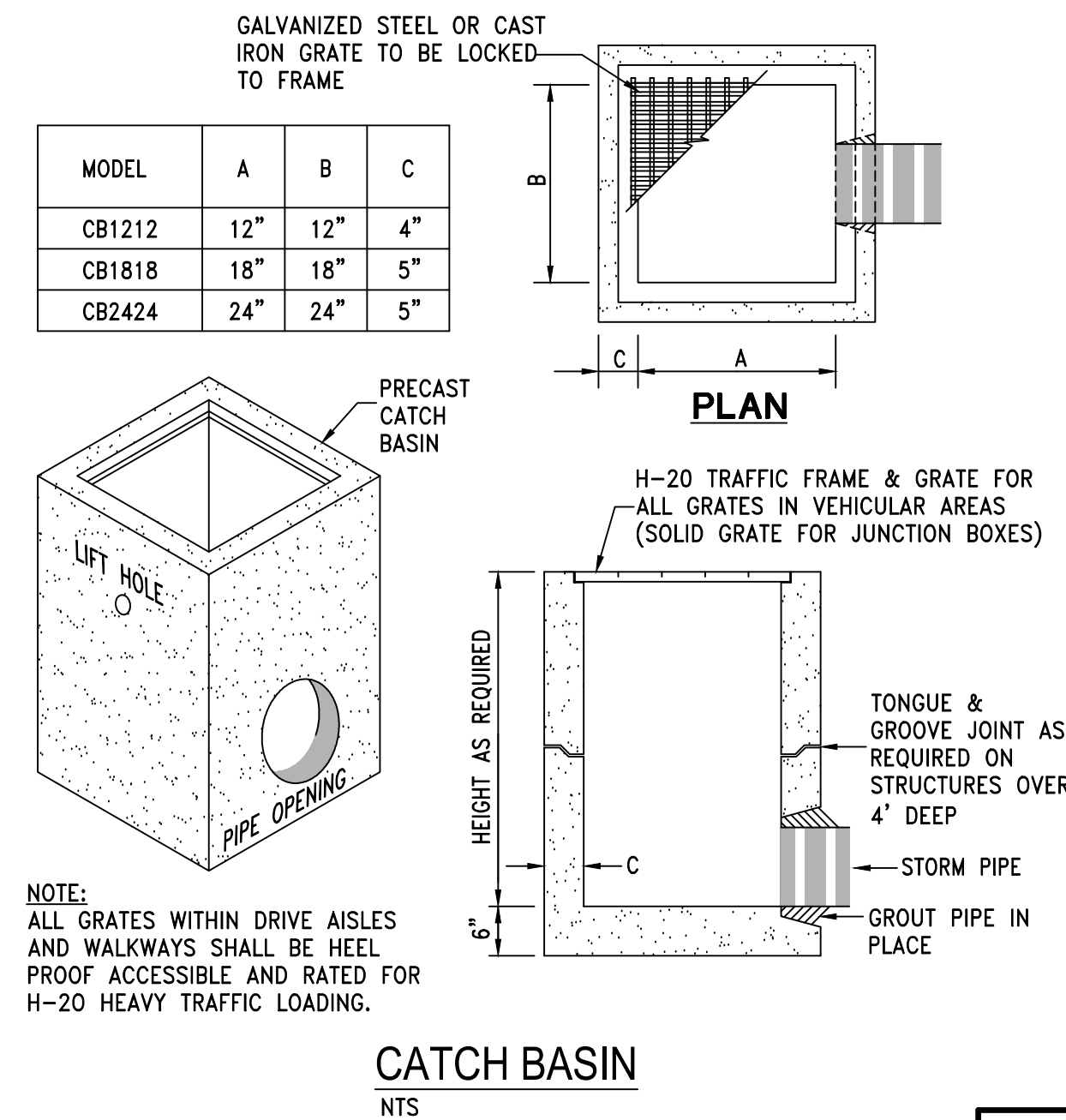
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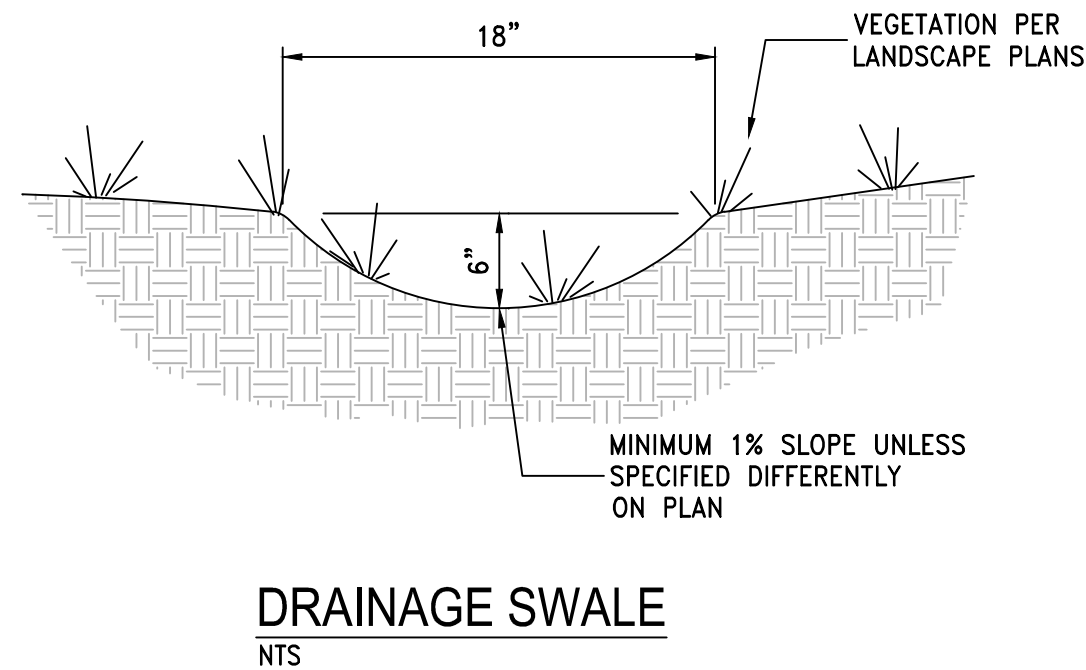
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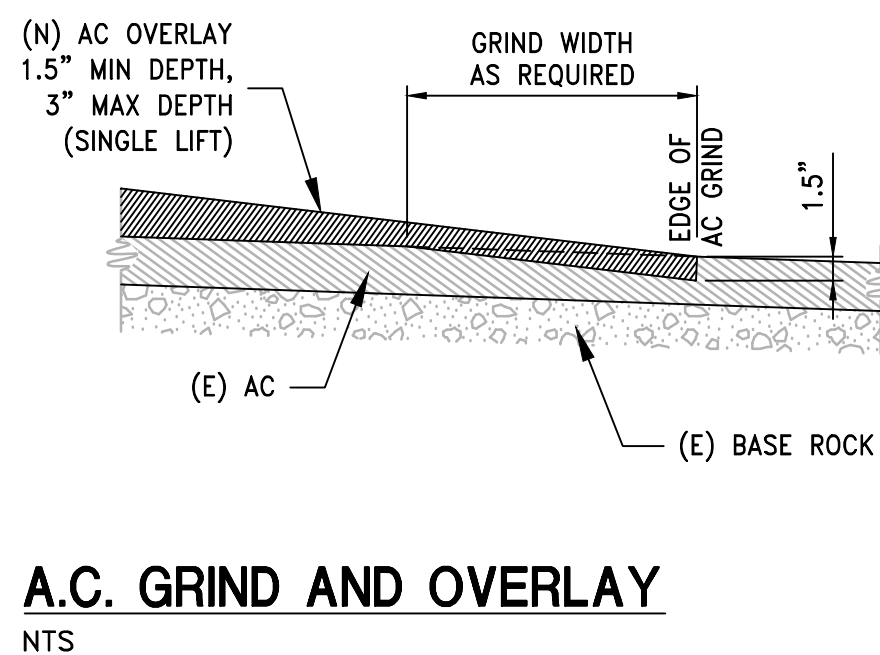
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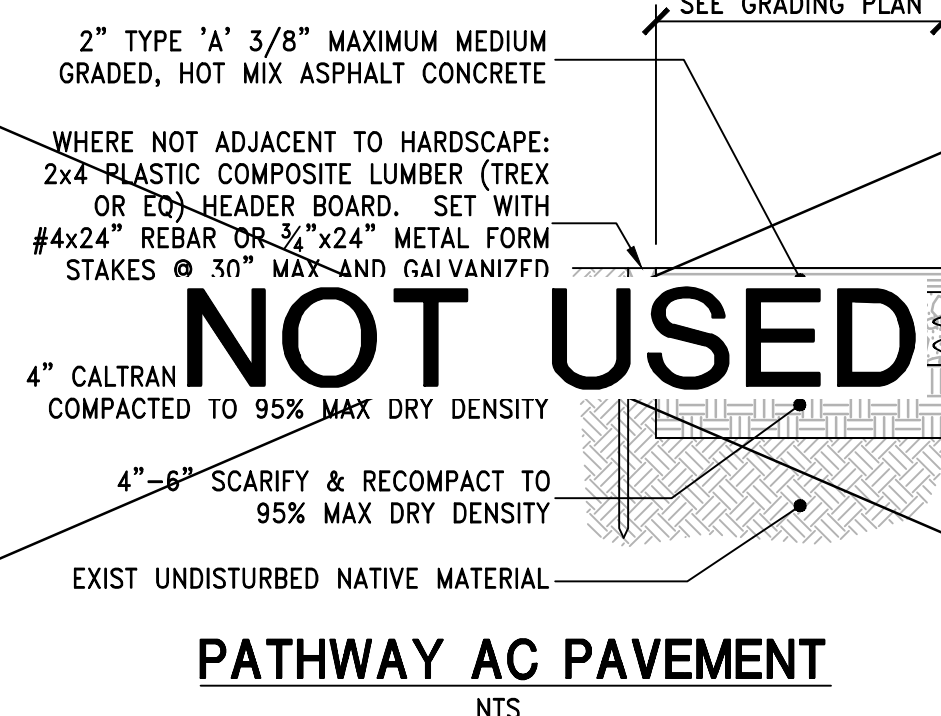
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9



8

PROFESSIONAL ENGINEER
DAVID HENRICHSEN
CIVIL
NO. C40687
DATE 5/23/18

REVISION
DATE

APPROVED
DATE

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DETAILS

APN 050-141-02

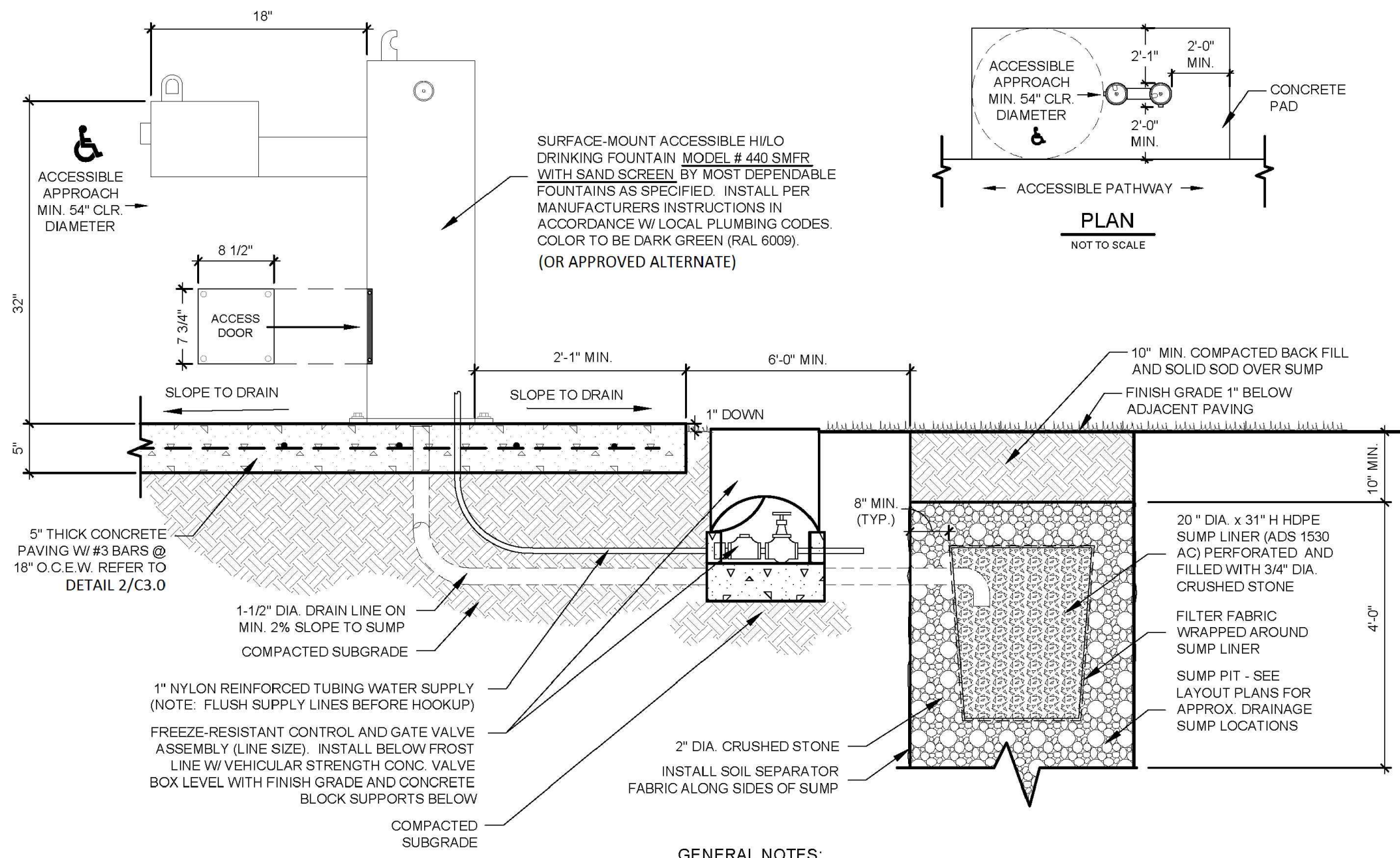
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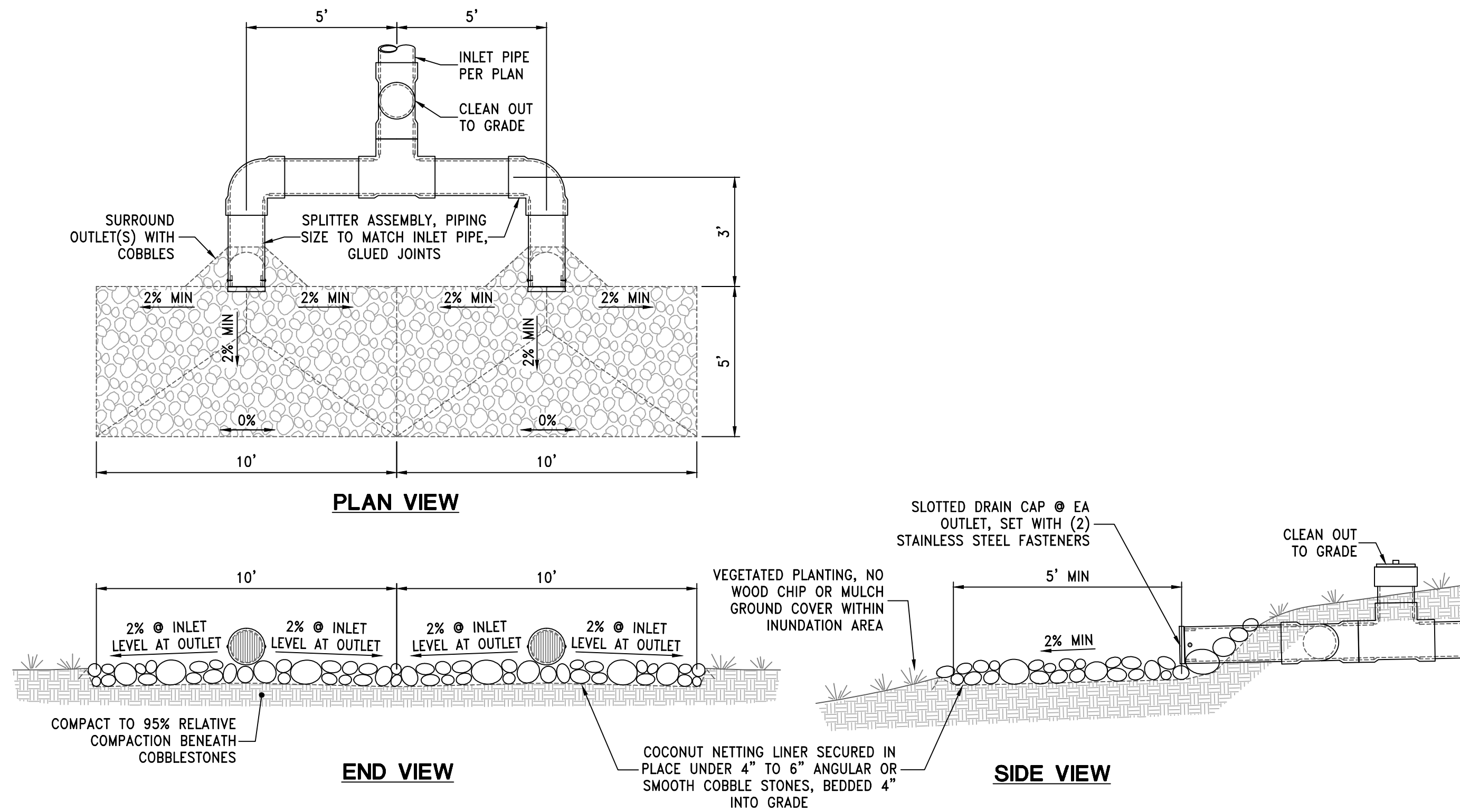
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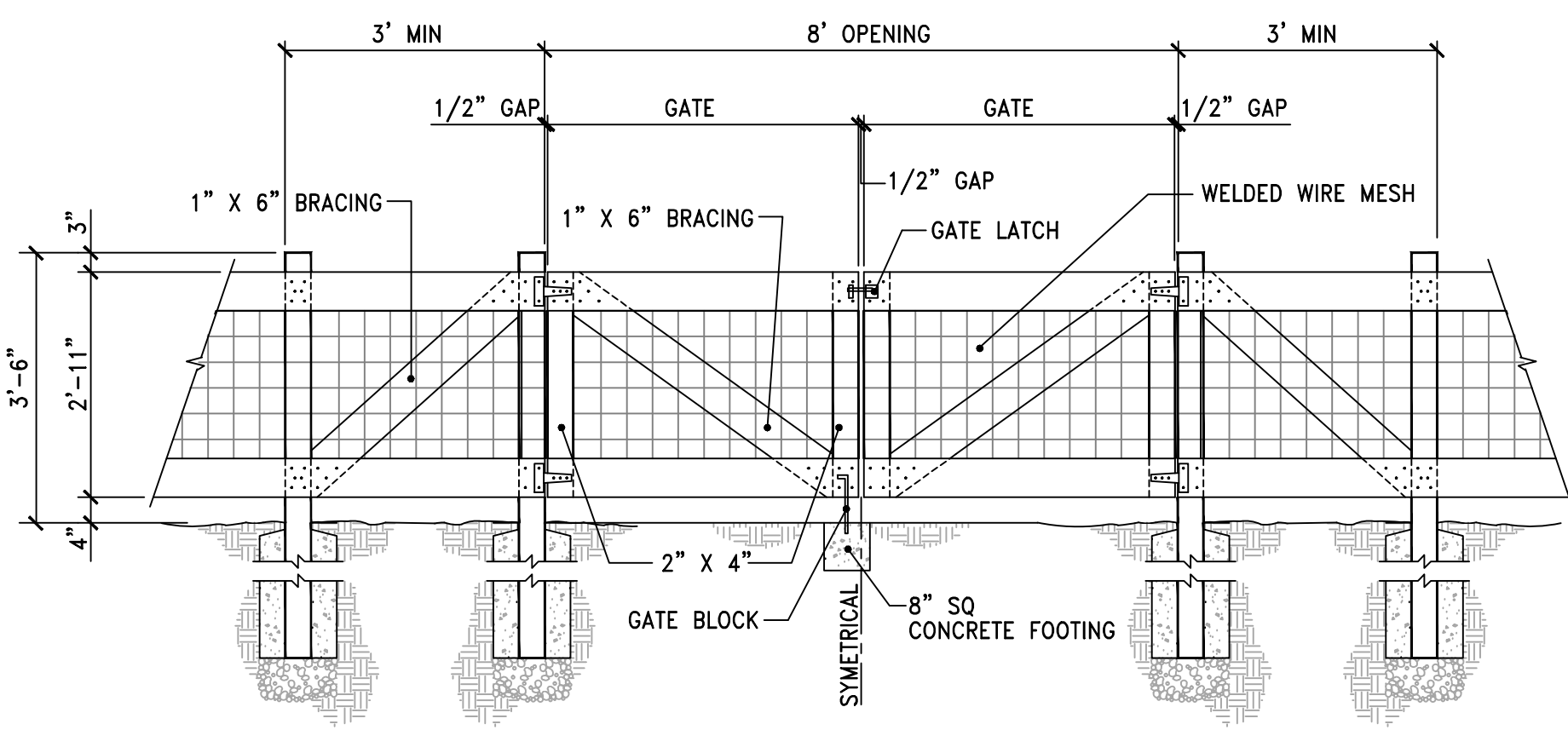
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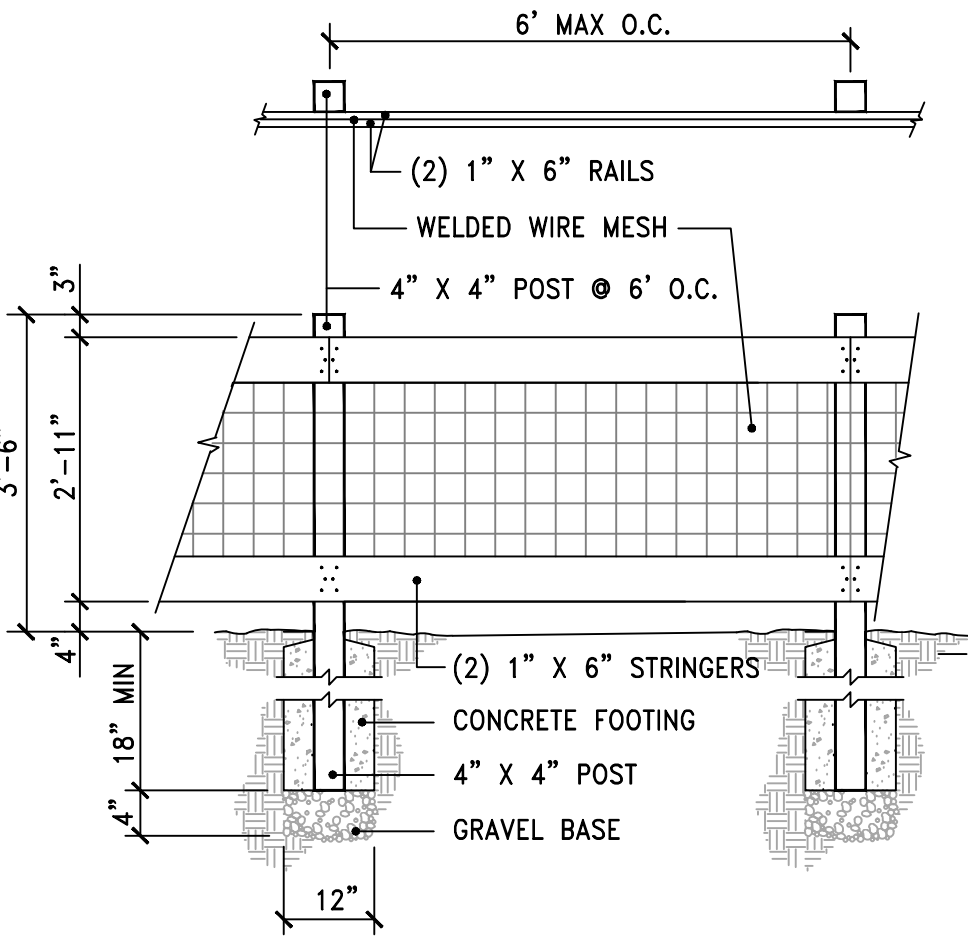
DRINKING FOUNTAIN
NTS



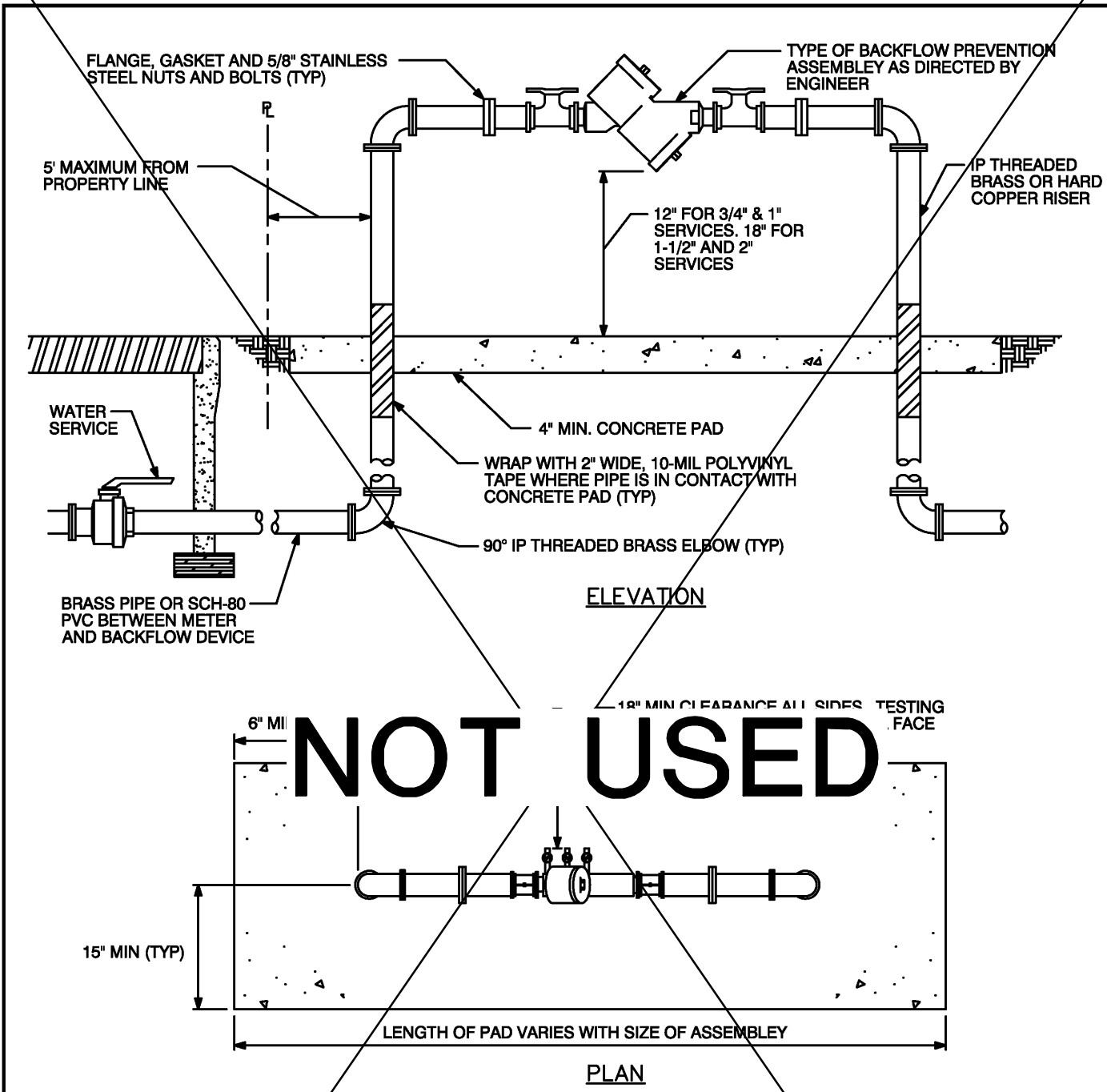
COBBLE FLOW SPREADER
(NOT TO SCALE)



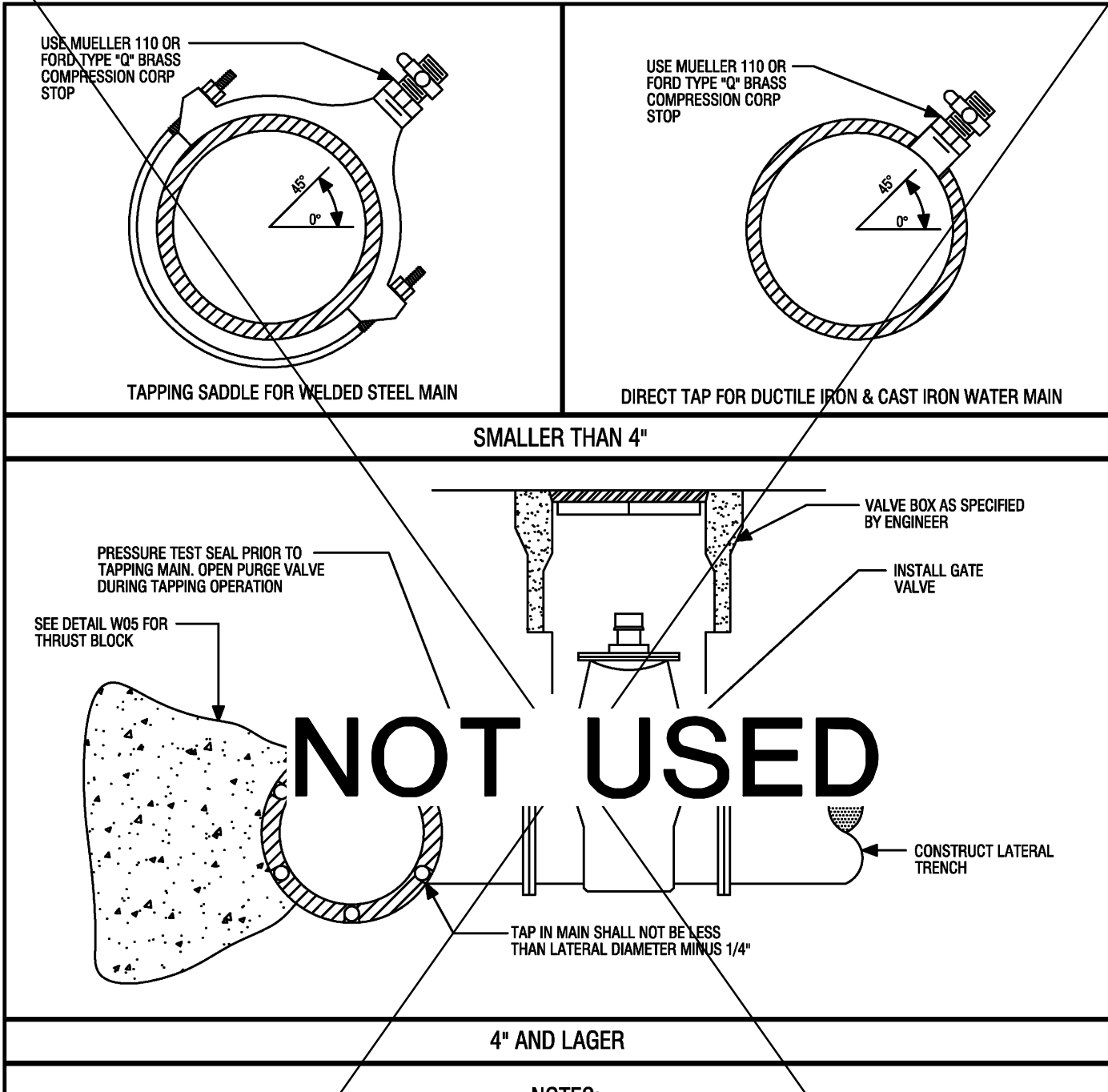
DOUBLE GATE
NTS



FENCING
NTS



CITY OF WATSONVILLE PUBLIC WORKS & UTILITIES DEPARTMENT			
NOT TO SCALE	CITY OF WATSONVILLE	WATER DIVISION STANDARD DRAWING 2" AND SMALLER BACKFLOW PREVENTION ASSEMBLY INSTALLATION	DRAWN: 5/92 REV.: 4/13
DRAWN BY: M.P.			RESOLUTION No. 76-13 (CM)
CHECKED BY: T.S.			DRAWING No. W09



CITY OF WATSONVILLE PUBLIC WORKS & UTILITIES DEPARTMENT			
NOT TO SCALE	CITY OF WATSONVILLE	WATER DIVISION STANDARD DRAWING TYPICAL SERVICE CONNECTION TO WATER MAIN	DRAWN: 3/92 REV.: 4/13
DRAWN BY: M.P.			RESOLUTION No. 76-13 (CM)
CHECKED BY: S.H.			DRAWING No. W02

ADD ALTERNATE 01

BY OTHERS

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FAX (831) 428-1763
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PROFESSIONAL ENGINEER
DAVID HENRICHSEN (RCE NO. 49167)

DATE: 5/23/18

REVISION: 1

BY: David Henrichsen

APN 050-141-02

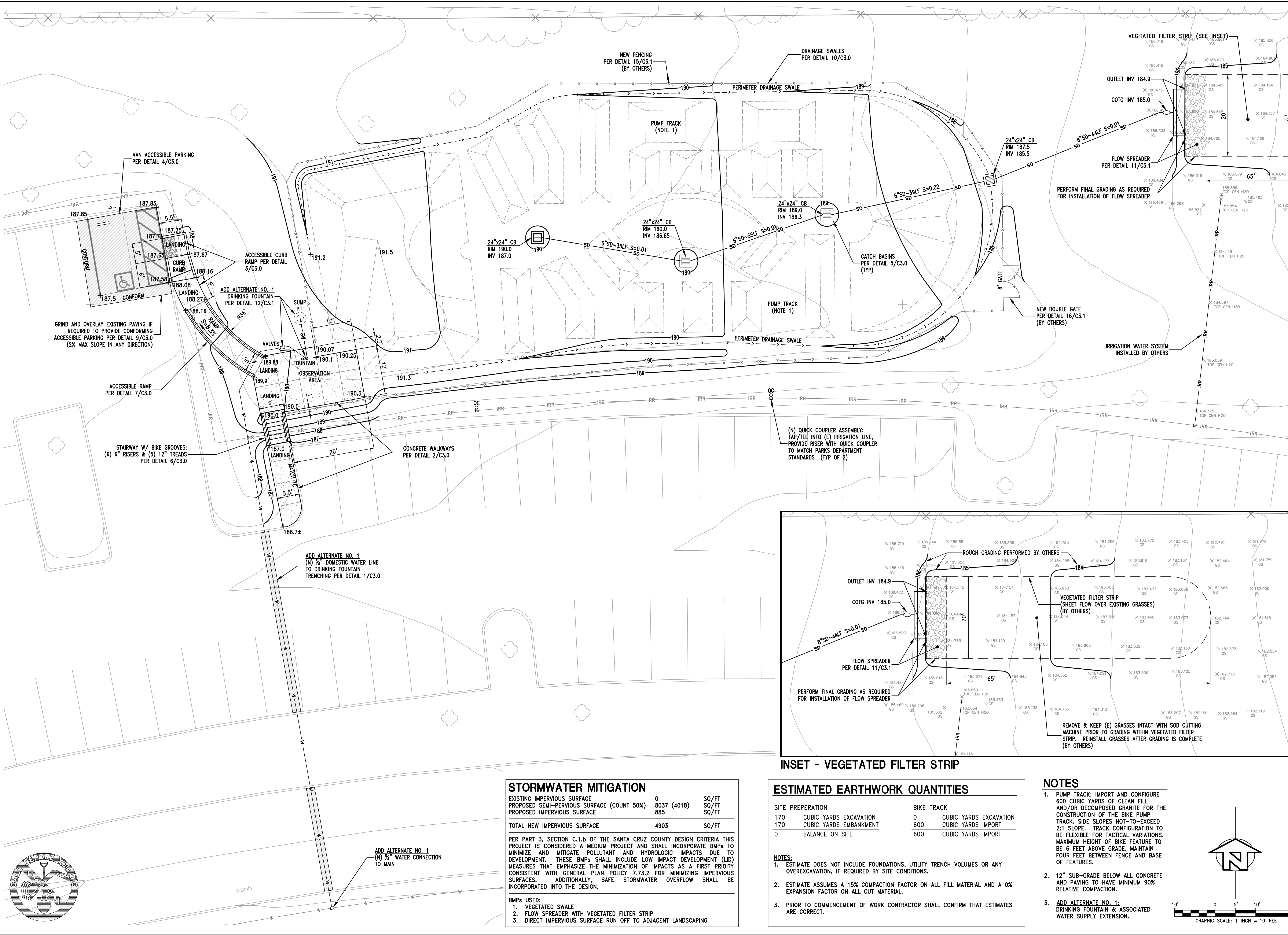
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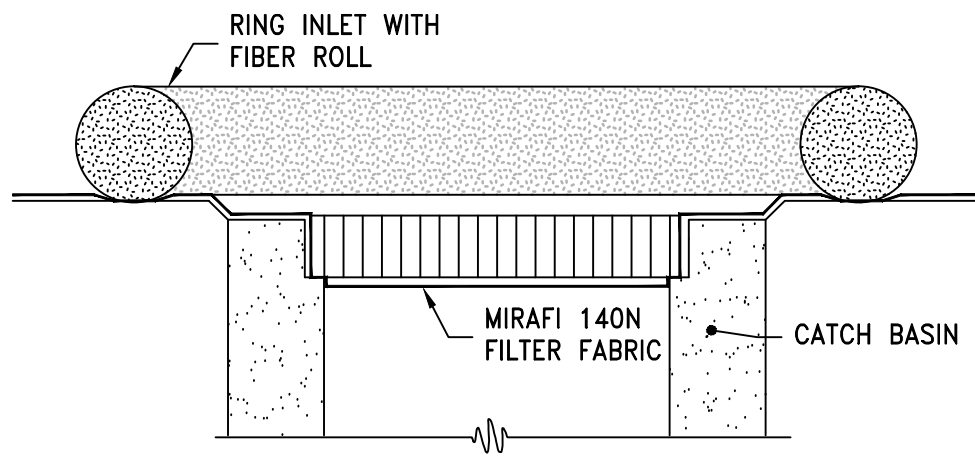
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DATE: 5/22/18

SHEET: C3.1

JOB NO. 17057



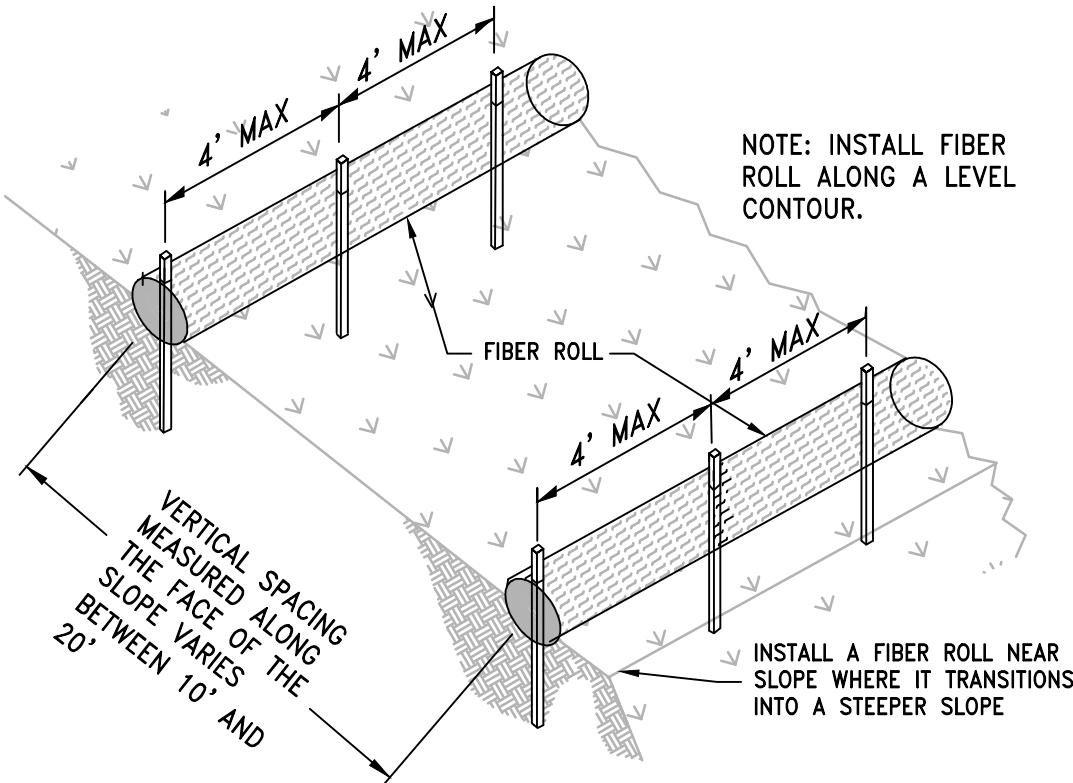


INSPECTION AND MAINTENANCE:

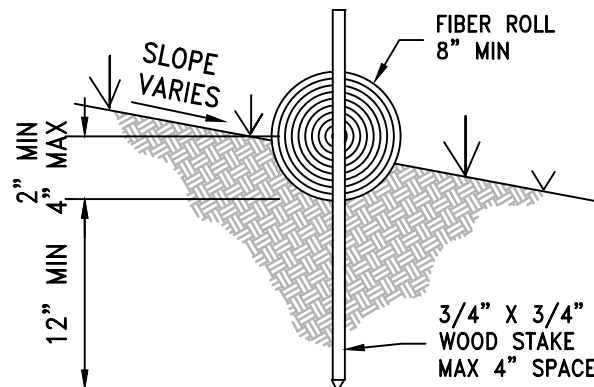
1. FILTER FABRIC BARRIERS SHALL BE INSPECTED WEEKLY AFTER EACH SIGNIFICANT STORM – 1 INCH RAINFALL (25.4 MM) IN 24 HOUR PERIOD. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. SEDIMENT SHOULD BE REMOVED WHEN IT REACHES 3" MAXIMUM HEIGHT. AT THAT TIME, INSPECT THE FILTER MATERIAL FOR TEARS AND CLEAN OR REPLACE AS REQUIRED.
3. THE REMOVED SEDIMENT SHALL BE DISTRIBUTED EVENLY ACROSS AREAS ON-SITE, CONFORM WITH THE EXISTING GRADE AND BE REVEGETATED OR OTHERWISE STABILIZED PER EROSION CONTROL NOTES.

CATCH BASIN PROTECTION
NTS

2



TYPICAL INSTALLATION



ENTRENCHMENT DETAIL

FIBER ROLLS PART 1
NTS

CONSTRUCTION SPECIFICATIONS

1. PREPARE SLOPE BEFORE THE WATTLING PROCEDURE IS STARTED. SHALLOW GULLIES SHOULD BE SMOOTHED AS WORK PROGRESSES.
2. DIG SMALL TRENCHES ACROSS SLOPE ON CONTOUR. TO PLACE WATTLES IN. THE TRENCH SHOULD BE DEEP ENOUGH TO ACCOMMODATE HALF THE THICKNESS OF THE WATTLE. WHEN THE SOIL IS LOOSE AND UNCOMPACTED, THE TRENCH SHOULD BE DEEP ENOUGH TO BURY THE WATTLE 2/3 OF ITS THICKNESS BECAUSE THE GROUND WILL SETTLE. IT IS CRITICAL THAT WATTLES ARE INSTALLED PERPENDICULAR TO WATER MOVEMENT, PARALLEL TO THE SLOPE CONTOUR.
3. START BUILDING TRENCHES AND INSTALL WATTLES FROM THE BOTTOM OF THE SLOPE AND WORK UP.
4. CONSTRUCT TRENCHES AT CONTOUR INTERVALS OF THREE TO EIGHT FEET APART DEPENDING ON STEEPNESS OF SLOPE. THE STEEPER THE SLOPE, THE CLOSER TOGETHER THE TRENCHES.
5. LAY THE WATTLE ALONG THE TRENCHES FITTING IT SNUGLY AGAINST THE SOIL. MAKE SURE NO GAPS EXIST BETWEEN THE SOIL AND THE STRAW WATTLE. USE A STRAIGHT BAR TO DRIVE HOLES THROUGH THE WATTLE AND INTO THE SOIL FOR THE WOODEN STAKES.
6. DRIVE THE STAKE THROUGH THE PREPARED HOLE INTO THE SOIL. LEAVE ONLY ONE OR TWO INCHES OF STAKE EXPOSED ABOVE WATTLE. IF USING WILLOW STAKES REFER TO USDA SOIL CONSERVATION SERVICE TECHNICAL GUIDE, BIOENGINEERING, FOR GUIDELINES TO PREPARING LIVE WILLOW MATERIAL.
7. INSTALL STAKES AT LEAST EVERY FOUR FEET APART THROUGH WATTLE. ADDITIONAL STAKES MAY BE DRIVEN ON THE DOWNSLOPE SIDE OF THE TRENCHES ON HIGHLY EROSION OR VERY STEEP SLOPES.

INSTALLATION AND MAINTENANCE

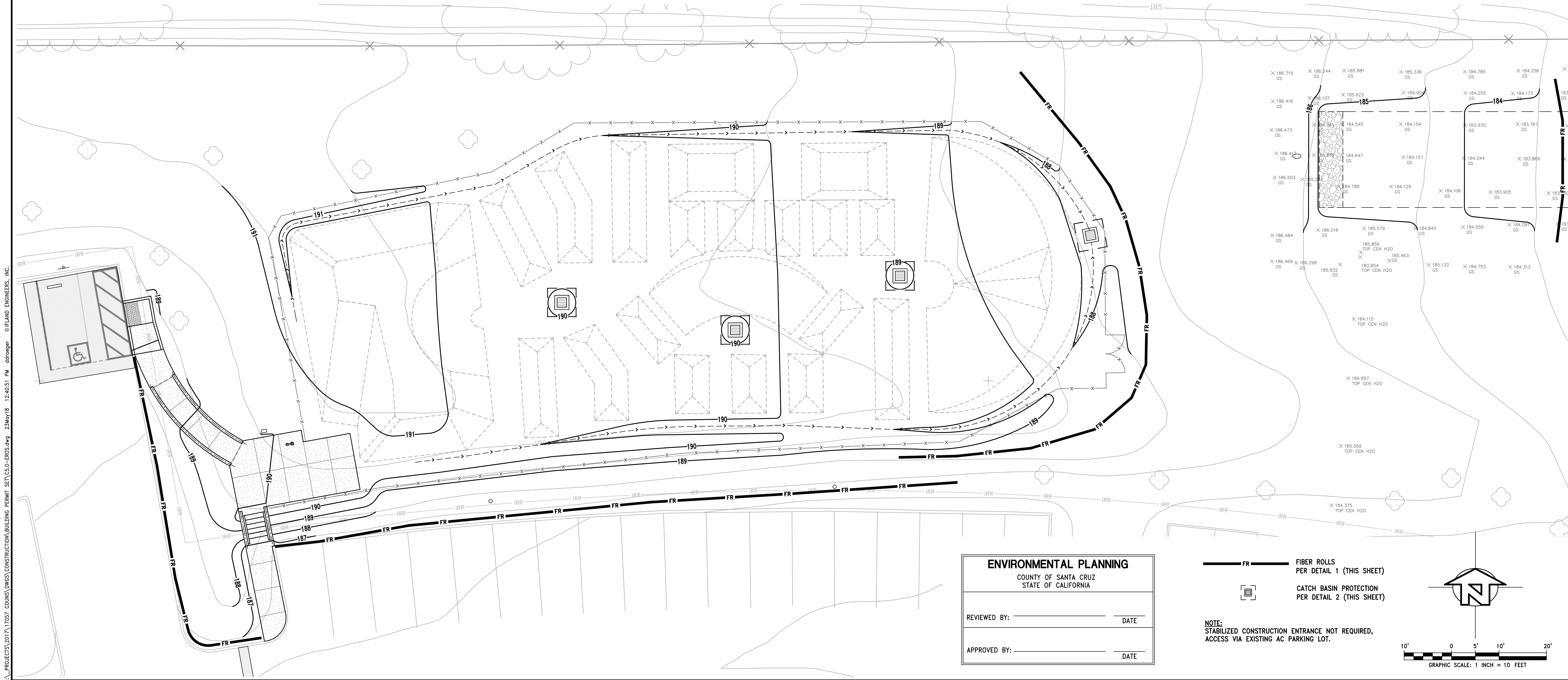
8. INSPECT THE STRAW WATTLE AND THE SLOPES AFTER SIGNIFICANT STORMS. MAKE SURE THE WATTLES ARE IN CONTACT WITH THE SOIL.
9. REPAIR ANY RILLS OR GULLIES PROMPTLY.
10. RESEED OR REPLANT VEGETATION IF NECESSARY UNTIL THE SLOPE IS STABILIZED.

FIBER ROLLS PART 2
NTS

1

EROSION CONTROL NOTES

1. THE EROSION CONTROL PLANS IN THIS SET SHALL BE REVIEWED AND IMPLEMENTED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORK.
2. NO LAND CLEARING, GRADING OR EXCAVATION SHALL BE DONE BETWEEN OCTOBER 15TH AND APRIL 15TH. ANY DEVIATION FROM THIS CONDITION REQUIRES REVIEW AND APPROVAL OF A SEPARATE WINTER EROSION CONTROL PLAN BY ENVIRONMENTAL PLANNING PRIOR TO BEGINNING CONSTRUCTION. THE DEVELOPER SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING SITE EROSION CONTROL AT ALL TIMES.
3. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND THE PERMITTEE TO ENSURE THAT EROSION DOES NOT OCCUR FROM ANY ACTIVITY DURING OR AFTER PROJECT CONSTRUCTION. ADDITIONAL MEASURES, BEYOND THOSE SPECIFIED, MAY BE REQUIRED BY THE PLANNING DIRECTOR AS DEEMED NECESSARY TO CONTROL ACCELERATED EROSION.
4. PRIOR TO ANY FORECAST RAIN AND ANYTIME BETWEEN OCTOBER 15 AND APRIL 15, AT THE END OF EACH WORKDAY, AT THE END OF EACH WORKWEEK, THE DEVELOPER SHALL IMPLEMENT ALL TEMPORARY MEASURES NECESSARY TO PREVENT EROSION AND SILTATION, UNTIL THE PROJECT HAS BEEN FINALIZED. THESE MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, DIRECT SEEDING OF THE AFFECTED AREAS, STRAW MULCHING, AND/OR INSTALLATION OF STRAW BALES DAMS/SILT FENCES.
5. DURING CONSTRUCTION, NO TURBID WATER SHALL BE PERMITTED TO LEAVE THE SITE. USE OF SILT AND GREASE TRAPS, FILTER BERMS, HAY BALES OR SILT FENCES SHALL BE USED TO PREVENT SUCH DISCHARGE.
6. ALL AREAS ON- & OFF-SITE EXPOSED DURING CONSTRUCTION ACTIVITIES, IF NOT PERMANENTLY LANDSCAPED, SHALL BE PROTECTED BY MULCHING AND/OR SEEDING WITH ANNUAL WINTER BARLEY.
7. ALL EXCAVATED MATERIAL SHALL BE REMOVED TO AN APPROVED DISPOSAL SITE OR DISPOSED OF ON-SITE IN A MANNER THAT WILL NOT CAUSE EROSION.
8. ANY MATERIAL STOCKPILED, FOR LONGER THAN 14 DAYS, DURING CONSTRUCTION SHALL BE COVERED WITH PLASTIC.
9. UPON COMPLETION OF CONSTRUCTION, ALL REMAINING EXPOSED SOILS SHALL BE PERMANENTLY REVEGETATED. THE PROTECTION REQUIRED BY SECTION 16.22.080 SHALL BE INSTALLED PRIOR TO CALLING FOR FINAL APPROVAL OF THE PROJECT AND AT ALL TIMES BETWEEN OCTOBER 15 AND APRIL 15. SUCH PROTECTION SHALL BE MAINTAINED FOR AT LEAST ONE WINTER UNTIL PERMANENT PROTECTION IS ESTABLISHED.
10. EXPOSED SOIL ON SLOPES GREATER THAN 20% SHALL BE SEEDED, COVERED WITH 2 INCHES OF STRAW, AND AN EROSION CONTROL BLANKET. THE EROSION CONTROL BLANKET SHALL BE STAKED IN PLACE.
11. IT IS THE DEVELOPER'S RESPONSIBILITY TO SEE THAT ADDITIONAL MEASURES, NECESSARY TO CONTROL SITE EROSION AND PREVENT SEDIMENT TRANSPORT OFF-SITE ARE IMPLEMENTED.
12. ALL SPILLS AND/OR LEAKS SHALL BE IMMEDIATELY CLEANED UP AND MITIGATED PER THE SPILL RESPONSE REQUIREMENTS SPECIFIED IN THE SWPPP DOCUMENT AND THE CONTRACTORS O&M STANDARDS.

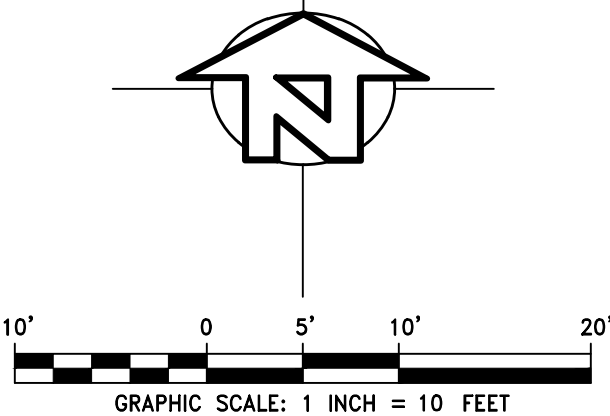


ENVIRONMENTAL PLANNING	
COUNTY OF SANTA CRUZ STATE OF CALIFORNIA	
REVIEWED BY: _____	DATE _____
APPROVED BY: _____	DATE _____

FR FIBER ROLLS
PER DETAIL 1 (THIS SHEET)

CBP CATCH BASIN PROTECTION
PER DETAIL 2 (THIS SHEET)

NOTE:
STABILIZED CONSTRUCTION ENTRANCE NOT REQUIRED,
ACCESS VIA EXISTING AC PARKING LOT.



PROFESSIONAL ENGINEER
DAVID HENRICHSEN
NO. C4087
CIVIL
STATE OF CALIFORNIA

DATE
5/23/18

REVISION

APPROVED
DAVID HENRICHSEN
DAVID HENRICHSEN (P.E. NO. 49167)

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JE

EROSION CONTROL PLAN
PINTO LAKE - PUMP TRACK

451 GREEN VALLEY RD, WATSONVILLE, CALIFORNIA

APN 050-141-02

DATE
5/22/18

DESIGN
DD

DRAWN
DD

SHEET
C5.0

JOB NO. 17057

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 6, 2020	
Name of Agenda Item:	Appointment to Planning Commission – Nikki Turner	
Section of Agenda:	New Business	
Department:	Planning Department	
Council Committee Review:		Legal 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 checked="" type="checkbox"/> Other: <u>_Mayor_</u>		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
Planning Commission Application of Nikki Turner		
Summary Statement:		
<p>The Mayor has appointed a new member, Nikki Turner, to fill a vacancy on the Planning Commission. This appointment is being brought forward to the City Council meeting for confirmation. Nikki will be filling the seat vacated by Brett Kok. Brett completed his term on the Planning Commission in December of 2019.</p> <p>For those who may not be aware, the Planning Commission consists of seven members. Commission members are selected without respect to political affiliations and serve without compensation. At the time of appointment and throughout their term of office, the primary residence of each member of the Planning Commission must be within the city limits of Lynden. The term of office for each member is four years.</p> <p>Nikki has volunteered for this position after a recent run for a City Council position. She anticipates joining the Planning Commission for their first meeting in 2020 which is scheduled to occur on January 9th.</p> <p>The Mayor and staff are looking forward to adding Nikki to the Planning Commission and request the City Council confirm her appointment.</p>		
Recommended Action:		
Motion to confirm the appointment of Nikki Turner to the Lynden Planning Commission for a term beginning January 2020 and expiring December 2023.		

CITY OF LYNDEN

Mayor
Scott Korthuis

Council Members
Gary Bode
Dave Burns
Ron De Valois
Gerald Kuiken
Nick H. Laninga
Brent Lenssen



Planning Commission Application

Please complete the application below and return to Mayor Scott Korthuis at 300 4th Street, Lynden, WA 98264 or KorthuisS@lyndenwa.org.

Name: Nikki Turner

Address: _____

Phone: _____ E-mail address: _____

Are you available at work? _____ Phone: _____

1. How long have you lived within Lynden city limits? 25 years

2. Please tell us why your background and education would be an asset to the Planning Commission.

I just ran for City Council and did not win. However, in the process I learned a lot about our City. I want to continue to be involved even if it is not on council.

3. Do you have experience with any community committees? Just the meetings I've attended this last year.
If so, what was your role?

4. How do you view the task of balancing the public good and private property rights?

There needs to be an equitable balance between the two. We want to do what is best for the community as a whole, but private property rights need to be protected also.

5. How do you view growth within our community? We need to continue to grow, but not to grow too fast that we outgrow our services. It is a balance to bring in new building opportunity, but we can't do it too fast that it's not sustainable.

Thank you for your willingness to serve the Lynden Community. I will contact you to discuss your application.

Scott Korthuis, Mayor
City of Lynden

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 6, 2020	
Name of Agenda Item:	Re-Appointment to Planning Commission – Blair Scott	
Section of Agenda:	New Business	
Department:	Planning Department	
Council Committee Review:		Legal Review:
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Other: <u>_Mayor_</u>	<input checked="" type="checkbox"/> Review Not Required
Attachments:		
Planning Commission Application of Nikki Turner		
Summary Statement:		
<p>Blair Scott has agreed to serve an additional term on the City's Planning Commission. This reappointment is being brought forward to the City Council meeting for confirmation.</p> <p>The Mayor and staff are thank Blair for his continued service on the Planning Commission and request the City Council confirm his appointment.</p>		
Recommended Action:		
<p>Motion to confirm the reappointment of Blair Scott to the Lynden Planning Commission for a term beginning January 2020 and expiring December 2023.</p>		

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 6, 2020	
Name of Agenda Item:	Draft Parks Committee Minutes December 16, 2019	
Section of Agenda:	Other Business	
Department:	Parks	
Council Committee Review:		Legal Review:
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Review Not Required
Attachments:		
ES-Draft Parks Committee Minutes December 16, 2019		
Summary Statement:		
See Next page		
Recommended Action:		
For Council Review		



PARKS COMMITTEEMINUTES

4: 00 PM. December 16, 2019

1. **Roll Call:**

Members Present:

Mayor Scott Korthuis; Councilors, Ron DeValois, Nick Laninga, and Mark Wohlrab

Staff Present:

City Administrator Mike Martin; Parks Director Vern Meenderinck; and Park Admin. Assistant Nancy Norris

2. **Action Items:**

A. **Approval of minutes from Nov. 18, 2019**

DeValois motioned to approve the minutes, Laninga seconded the motion, Wohlrab concurred.

Action:

The Minutes from November 18, 2019 were approved.

B. **Rec. District Bond Funds**

Approve the use of City staff (finance) to help the Rec. District in finalizing plans for the implementation of acquiring the bond funds.

Action:

Parks Committee approved the use of City Finance staff to assist and implement a Bond Council for acquiring the bond funds, for the Rec. District.

C. **Bond issue projects:**

Benson Park:

Need to start making solid plans for the Benson park property.

- Tim Faber is in the process of drawing up plans for making the barn useable.
- The Park and Trail Advisory committee has been discussing this project for the last 2 years and has recommended developing the south 20 acres first and has come up with a preliminary list of items they would recommend being installed on this portion (list attached).

Action:

Parks Committee asked to have the Park and Trail Advisory revise the preliminary list of items and review their recommendation for the first phase of development for this property. Faber also recommends getting the barn listed on the State Historic Registry.



D. Berthusen Restrooms

Request to decide on Restroom colors and whether we want privacy screens or No privacy screens. Colors shown on diagram are natural honey and Nuss brown.

Action:

Parks Committee recommends the color of the restroom walls be Hunter Green and the roof color be Nuss Brown. It is the recommendation NOT to have privacy screens.

May need to bring the building in from the west end of the park which may require the removal of 2-3 trees (up to 12" diameter of one of them).

Action:

Parks Committee approved the removal of the 2-3 trees as specified for the reason of getting the building into the Park with the least impact to the forest and Park as possible.

3. **Information items:**

A. Rotary project-

Making great progress

- 3rd boulder and the 40ft. Flag Pole installed last Monday.
- Opened the boulder park section.
- Blacktop of the sports court surfaces to be postponed until next spring.

B. Park Impact Fees

Continue looking at what impact fees for parks should look like for budgeting next year.

- Comparable costs from other cities in Whatcom county
- Lynden \$936 SF, \$546.00 MF
- Bellingham \$4,014.57 SF, \$2,941.85 MF
- Ferndale \$1,936.35 SF, \$1,570.13 MF
- Blaine \$1,200 SF, ??? MF

Action:

Parks Committee would like the Park Impact Fees to be comparable to the City of Ferndale and to include an escalator clause. Recommendation to amend the 2020 budget to include the new impact fees at the start of the 2020 budgeted year.

C. Art wall report:

Mr. Wohlrab reported he spoke with Crux Concrete, and they would like to gift an art wall to the City if they could engineer the wall, with their business stamp logo on the project along with press recognition. Wohlrab recommends this art wall be located at City Park north of the creek, trail and closer to Depot Rd. Wohlrab also recommends involving the community in ownership by having each of the Lynden Schools Art Classes paint a side of the wall.



Action:

Parks Committee is all in favor of the Crux Concrete donating an art wall to be located north of the Creek at City Park. Crux' would need to submit the engineered plans for final approval prior to construction. Parks Committee likes the idea of having the Lynden Schools Art Classes to be the first to paint the wall.

D. Pump track report-

Kevin Rus will attend a future council meeting. Waiting for more complete plans

Action:

Parks Committee approved Mr. Rus' request to be on the January 6, 2020 City Council agenda, to give a presentation of what a Pump Track is, the construction and funding for this gifted project.

E. Trail Camera

The cameras that were ordered through the PD have arrived. Thank you Matt Torok.

4. Items added:

A. Park and Trail Advisory Members Term Reappointment

Tad Vander Griend, Jeff Davis and Colby Weg all have agreed to serve another term on the Park and Trail Advisory Committee.

Action:

Parks Committee recommends the Mayor appoint Tad Vander Griend, Jeff Davis and Colby Weg, to serve another Term on the Park and Trail Advisory Committee.

B. Berthusen Advisory Member Term Reappointment.

Dave Timmer has agreed to continue to serve another term on the Berthusen Advisory Committee.

Action:

Parks Committee recommends the Mayor appoint Dave Timmer to serve another Term on the Berthusen Advisory Committee.

Meeting Adjourned at 4:48pm.

Next meeting: Jan. 21 (Tuesday), 2020

CITY OF LYNDEN

EXECUTIVE SUMMARY



<u>Meeting Date:</u>	January 6, 2020	
<u>Name of Agenda Item:</u>	Calendar	
<u>Section of Agenda:</u>	Other Business	
<u>Department:</u>	Administration	
<u>Council Committee Review:</u>		<u>Legal Review:</u>
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: N/A	<input checked="" type="checkbox"/> Review Not Required
<u>Attachments:</u>		
Outlook Calendar		
<u>Summary Statement:</u>		
See next page.		
<u>Recommended Action:</u>		
None		

January 6, 2020

Monday

75

7:00 PM - 9:00 PM

Council Meeting -- Annex Council Chamber

January 7, 2020

Tuesday

8:30 AM - 9:30 AM

Leadership Team Meeting -- City Hall 1st Floor Large Conference Room

10:00 AM - 11:00 AM

Airport Board Meeting -- City Hall 2nd Floor Large Conference Room

January 8, 2020

Wednesday

9:00 AM - 5:00 PM

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

9:00 AM - 10:00 AM

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

4:15 PM - 6:00 PM

Public Works Committee Meeting -- City Hall 2nd Floor Large Conference Room

January 9, 2020

Thursday

4:00 PM - 5:00 PM

Public Safety Committee Meeting -- Police Training Room

7:30 PM - 9:30 PM

Planning Commission Workshop -- Annex Council Chamber

January 10, 2020

Friday

10:00 AM - 11:00 AM

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

11:00 AM - 12:00 PM

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

January 13, 2020

Monday

76

9:00 AM - 10:00 AM

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

January 14, 2020

Tuesday

8:30 AM - 9:30 AM

Leadership Team Meeting -- City Hall 1st Floor Large Conference Room

January 15, 2020

Wednesday

7:00 PM - 8:30 PM

Board of Adjustment -- City Hall 2nd Floor Large Conference Room

January 17, 2020

Friday

8:30 AM - 9:30 AM

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

January 20, 2020

Monday

All Day

Martin Luther King Day -- United States

January 21, 2020

Tuesday

9:00 AM - 11:00 AM

Copy: Small Cities Meeting -- City Hall 1st Floor Large Conference Room

4:00 PM - 5:00 PM

Parks Committee Meeting -- City Hall 1st Floor Large Conference Room
Meeting on Tuesday because of Holiday

7:00 PM - 9:00 PM

Council Meeting -- Annex Council Chamber