



### Public Works Committee Meeting Agenda

Microsoft Teams Virtual Meeting

City Hall - 300 Fourth Street

4:15 PM August 05, 2020

#### **Call to Order**

#### **Action Items**

1. Approve Minutes of July 8, 2020
2. Request for Crosswalk on Grover Street near Edaleen Dairy (1011 East Grover Street)  
*Email request received July 6 from Gayle Scott, 1400 Elm Street*
3. Request for Reduced Speed on Depot Road (Sunrise Drive to Badger Road)  
*Email request received July 20 from Sonja Lyons, Island Green Commons Board of Directors, requesting 25 MPH north of Sunrise Drive to Badger Road*
4. Faith Community Church Waterline Easement
5. Airport PAPI Light Replacement Bid Award (Small Works Roster)
6. Young Long Plat (Double Ditch Road) Request to Cash Out Water Improvements on Double Ditch Road Instead of Installing Water Main
7. Proposal to Extend Northwest Washington Fair to Ten Days in 2021  
*NW WA Fair Manager Chris Pickering has proposed a ten-day fair in 2021 with proposed dates of August 12 to 21*
8. County-Wide Water Conservation Plan  
*Letter of Support for County 2021 Expanded Conservation Program Funding*

#### **Information Items**

9. COVID-19 Wastewater Testing Status Update
10. Proposed Funding Applications for 2021 and 2022 Projects
  - TIB Pavement Preservation (2021): Vinup (Bradley to Badger)
  - DOE (2022): Pepin Lite, Judson/8th/9th/10th Stormwater LID, Fairgrounds Stormwater LID, Stormwater Capacity Grant
11. Downtown Bike Racks (DBA)  
*Discuss placement of bike racks downtown, including mid-block bike rack*

[12.](#) PROJECT - 7th Street Extension Project Before and After Photos

[13.](#) PROJECT - WWTP Outfall Project Before and After Photos

[14.](#) PROJECT - 17th Street Extension

[15.](#) PROJECT - Foxtail Street Gap Elimination  
*Create Assessment Reimbursement Area*

16. PROJECT - East Grover Overlay

17. PROJECT - Benson Road Pedestrian Improvements

18. PROJECT - Berthusen Park Restrooms (Small Works Roster)

### **Adjournment**

**Next Meeting:** September 9, 2020

# CITY OF LYNDEN

PUBLIC WORKS DEPARTMENT  
360-354-3446



## PUBLIC WORKS COMMITTEE MINUTES

4:15 PM July 8, 2020  
Microsoft Teams Virtual Meeting  
City Hall 1<sup>st</sup> Floor Large Conference Room

### 1. ROLL CALL

Members Present: Mayor Scott Korthuis; Councilors Gary Bode, Ron De Valois and Jerry Kuiken

Members Absent: None

Staff Present: Public Works Director Steve Banham, Programs Manager Mark Sandal, Sr. Admin. Assistant Miriam Kentner

Public Present: Gary Vis, Jason Jansen, Alan Hartgraves

### 2. ACTION ITEMS

#### A. **Approve Minutes from May 6, 2020**

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

**Action**

***The minutes from May 6, 2020 were approved.***

#### B. **Approve Minutes from June 10, 2020**

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

**Action**

***The minutes from June 10, 2020 were approved.***

#### C. **Request for ADA Parking Stall at 302 Front Street [Meraki Salon & Shop]**

Recently the City received a request from Meraki Salon & Shop for an additional ADA parking stall near 302 Front Street as many of their clients require mobility aids. Currently, the closest ADA parking stall is on the opposite end of the block near the downtown restrooms.

**Action**

***The Public Works Committee concurred to recommend supporting the installation of an additional ADA parking stall near 302 Front Street.***

#### D. **IceWorx Vending Machine Placed Downtown**

Bode introduced Jason Jansen and Alan Hartgraves of IceWorx Vending Machines. Jansen has expressed interest in locating one of his company's ice and water vending machines downtown near the 7<sup>th</sup> Street parking lot. Bode stated he researched whether

this would be setting a precedent as they would be locating a private vending machine on City property. He noted that Walton Beverage has had a vending machine at Berthusen Park for many years. Additionally, the concessions at Bender Field are private entities operating on City property. Therefore, he stated this would not be setting a precedent.

Bode inquired about a rental fee for the utilization of City property by IceWorx. He suggested the rent be a fixed percentage of sales, rather than a set monthly price, as the demand will likely fluctuate depending on the season.

Jansen encouraged the Committee to look at the existing Iceworx ice machine located at Bolton Tire Service at 8165 Guide Meridian. This will give the Committee an idea of the machine size. Jansen stated he would need water service and electricity.

Vis encouraged the Committee to support the proposal as it could be a great traffic-generating addition to the downtown area.

***The Public Works Committee concurred to review with staff the details of the proposal and of the proposed placement of the machine and will bring suggestions back to a future Public Works Committee meeting for discussion.***

#### **E. Benson Road Pedestrian Improvements**

Banham stated the Benson Road Pedestrian Improvements project bid opening is scheduled for July 16, 2020. He noted that there is a request for a City-controlled dollar limit for this project. Staff has observed that the existing sidewalk south of the proposed project area but north of Isom Elementary School is in disrepair. To add this section of sidewalk to the project as an alternative bid item, the City must establish a fixed dollar limit for this project. If the low bid and the additive bid item are both below bid, they will both be included in the project. The Committee reviewed the engineer's estimate for the project and the alternate bid process.

#### **Action**

***The Public Works Committee concurred to recommend setting a budget control dollar amount of \$280,000 for this project. Additionally, the Public Works Committee concurred to recommend forwarding the award for the Benson Road Pedestrian Improvements project directly to the July 20, 2020 City Council meeting for award after first sending the certified bid tabulation to the Public Works Committee for review.***

### **3. INFORMATION ITEMS**

#### **A. Initiative to Install a Hearing Examiner Process**

Korthuis invited the Committee to attend the Community Development Committee meeting on Wednesday, July 22 at 4:00 pm as City Attorney Bob Carmichael will be presenting information on the Hearing Examiner process. He added that all Council members have been invited to this meeting.

Banham noted that the enclosed memo includes only the Public Works Department's actions that have been proposed to use this process, and the Director's recommendations.

**B. COVID-19 Wastewater Testing to Start July 6<sup>th</sup>**

Banham stated that the initial samples of wastewater have been collected for testing and the City is waiting for the first round of results.

**C. Building Official Position Transferred to Planning Department**

Banham stated that Building Official position has been transferred to the Planning Department. De Valois asked the reason for the change. Banham stated that most municipalities have the Building Official and Permit Technician positions in their Planning Department. Through COVID, staff noticed increased interaction between the Planning Department and Building staff and recognized potential efficiencies to be achieved in administering private development. As there is also a new permitting module in the financial software, the timing made sense to shift the positions at this time.

**D. PROJECT – 7<sup>th</sup> Street Extension Ribbon Cutting Scheduled for July 23<sup>rd</sup>**

Banham stated that the 7<sup>th</sup> Street ribbon cutting is scheduled for July 23<sup>rd</sup>. Two State Representatives and the Executive Director of the Transportation Improvement Board are planning to attend the event. Banham added that custom “City of Lynden” masks and hand sanitizers will be provided to attendees.

**E. PROJECT – 17<sup>th</sup> Street Extension Construction to Start July 6<sup>th</sup>**

Sandal stated this project is in progress as planned. Banham presented plans for an alternate crosswalk location which will encourage traffic calming and encourage students coming from Fisher Elementary School to take the crosswalk now that this will be a thru-street.

**F. PROJECT – Industrial Condensate – Riverview to Outfall**

Banham stated that adjacent property owners were not amenable to selling the necessary easements to the City to use their property for this project, so staff asked the designer to consider alternatives that could be done within existing right-of-way. Auger drilling was researched and discussed with Whatcom County and appears to have support. The work is in County right-of-way, so they have permit authority. Some additional soil testing is scheduled. Banham noted that this change will avoid right-of-way acquisition but require the City’s mitigation plan to be changed: some acquired property would have been used for shoreline impact mitigation. Staff is requesting from the Army Corps of Engineers that the mitigation area be adjacent to the Wastewater Treatment Plant’s current mitigation area.

**G. PROJECT – Foxtail Street Gap Elimination – Utility Latecomer - Haak**

Staff is moving forward with the design of Foxtail Street so that it can be constructed in 2021. The adjacent undeveloped property owned by Larry Haak is expected to be developed, and water and sewer utilities should be installed when building the street. Banham asked the Committee to consider how much Haak should be required to pay for new utility connections for the Foxtail Street project as the extension of utilities is normally the property owner/developer responsibility. Korthuis stated since Mr. Haak is not paying for the road extension, and the City does not want utilities installed after roadway construction, the cost of installing the utilities should be collected at the time of application for the connection.

Banham stated that Haak has been notified that he will be responsible for any utility connections associated with this project and costs to install the pipe. Korthuis encouraged a latecomer’s agreement for future development on this property.

## H. PROJECT – Pepin Creek

### 1. Bridge

Banham stated the Main Street Bridge design is in process using Commerce Grant funds.

### 2. Department of Ecology Meeting – Grant Funding and Pepin Lite Proposal

Banham stated that staff recently met with the Department of Ecology to explain the Pepin Lite strategy. Ecology was supportive of the project. Ecology funds will be used for the design of this project.

### 3. Utilities

Banham stated that Reichhardt & Ebe Engineering is in the process of developing a scope and budget for surveying the utilities in the Pepin Lite project area.

## I. PROJECT – 3MG Reservoir Recoat Completed

Banham stated that this project is complete.

## J. WSDOT Culverts Project Update

Banham stated that WSDOT will be replacing the culverts at the Depot and Bender Road roundabouts in 2021. In 2022 the culverts at Double Ditch and Badger Road on Guide Meridian will be replaced.

## K. Signal Improvements Completed in City Limits at 17<sup>th</sup> & Front and 1<sup>st</sup> & Front

Sandal stated that the signal modifications at 17<sup>th</sup> and Front and 1<sup>st</sup> and Front streets are working as expected. The Committee expressed appreciation for these improvements.

## 4. ITEMS ADDED

### A. PROJECT – West Front Street Reconstruction

Korthuis asked to discuss this project and City right-of-way acquisition. Banham stated that staff has been in communication with Juan Baldovinos regarding acquiring right-of-way. Baldovinos is in receipt of an offer from the City that takes into consideration the proximity of the house to the proposed right-of-way. The offer will be presented to City Council for review and approval once there is a tentative understanding. Staff is working to secure right-of-way to make this important commercial street project “shovel ready” for future federal funding.

### B. PROJECT – Kaemingk Trail Extension – 17<sup>th</sup> Street to Dickinson Park

Banham stated that City is working to finalize the conservation area in Dickinson Park to receive reimbursement from the Department of Ecology for the property purchase.

### C. Lynden Municipal Airport PAPI Light Replacement

Banham stated that the City is soliciting Small Works bids for the PAPI light replacement at the Airport. The cost of these repairs will be paid for by the aircraft’s insurance company.

The meeting was adjourned at 5:48 p.m.

**Steve Banham**

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**From:** Pam Brown  
**Sent:** Monday, July 6, 2020 1:38 PM  
**To:** Steve Banham  
**Subject:** FW: Crosswalk by Edaleen Dairy on Grover Street

Received through city hall email.  
Pam

**From:** Gayle Scott <gayle@intlgd.com>  
**Sent:** Monday, July 6, 2020 1:08 PM  
**To:** City Hall <CityHall@LYNDENWA.ORG>  
**Subject:** Crosswalk by Edaleen Dairy on Grover Street

To Whom it May Concern:

Thank you for your work in our fine town. I take note of the many changes to traffic lights and the work on Front Street to make things beautiful.

I know that you are also concerned about the safety of the citizens of Lynden, which is why I am once again requesting that you consider painting a crosswalk -- preferably with a button light -- close to Edaleen Dairy on Grover Street.

Traffic going to and past the Dairy is heavy, and it is really not safe for those who attempt to cross without a crosswalk. I have seen a car accident there, and have watched adults and children crossing regularly.

I know there is a cost involved, but the safety of families is very important.

Thank you for your consideration.

Sincerely,  
Gayle Scott  
1400 Elm Street  
Lynden, WA 98264

**From:** [Steve Banham](#)  
**To:** [S.E. Lyons](#)  
**Cc:** [Heather Sytsma](#); [Mark Sandal](#); [Steve Taylor](#)  
**Subject:** RE: Question on speed limit issue  
**Date:** Monday, July 20, 2020 4:14:03 PM

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Sonja,

Thanks for providing this backup information. We will bring your request to the Public Works and suggest to the Police Chief that he add this to Public Safety Committee. I know this has been discussed briefly in the past, and now with more development it seem like this is a good time to review the speed.

Steve Banham, P.E.

Public Works Director

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

Office: (360) 354-3446 <> Direct: (360) 255-5512 <> Cell: (360) 815-5728 <> Email: [banhams@lyndenwa.org](mailto:banhams@lyndenwa.org) <> website: [www.lyndenwa.org](http://www.lyndenwa.org)

My incoming and outgoing email messages are subject to public disclosure requirements

*Our Vision: Cultivating Exceptional Service for Our Extraordinary Community*  
*We Value: Community – Communication – Teamwork – Integrity – Excellence*

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**From:** S.E. Lyons <[lyonscommunications@gmail.com](mailto:lyonscommunications@gmail.com)>  
**Sent:** Monday, July 20, 2020 4:02 PM  
**To:** Steve Banham <[BanhamS@LYNDENWA.ORG](mailto:BanhamS@LYNDENWA.ORG)>  
**Subject:** Re: Question on speed limit issue

Thanks so much Steve. What I am looking for is the right process for requesting that the speed limit on Depot Road between Sunrise and Badger Road be reduced from 35 MPH to the normal city speed of 25 MPH. We are not complaining about agricultural vehicles and truck traffic. We are talking about passenger vehicles here (passenger trucks, cars, motorcycles). As you know, with the exception of the golf course/restaurant/fitness center parking lot, everything on Depot is residential. Folks driving out of central Lynden going north on Depot see the sign releasing them from the low speed of 25 and they rev their engines and go roaring by SO loudly--it seems the loudness is the point. Folks leaving that business parking lot and turning right onto Depot to go north are also using this stretch of road as a show-off drag strip: young buckeroos and their souped up cars after their workouts or after their drinks at the bar. If the speed limit were reduced to 25 they wouldn't start revving up until they go through the roundabout.

So what I am looking for is how does the city prefer that residents approach you to request this officially?

Thanks again,

Sonja Lyons

Island Green Commons

Board of Directors

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Virus-free. [www.avg.com](http://www.avg.com)



On Mon, Jul 20, 2020 at 3:34 PM Steve Banham <[BanhamS@lyndenwa.org](mailto:BanhamS@lyndenwa.org)> wrote:

Sonja,

Your request below was forwarded to my desk. Public Works work closely with the Police Department on all speed limit issues. The speed limit is generally 25 mph throughout the City with only a few exceptions. We generally use our traffic counters to identify what the average speeds are on the existing street to see if we have a problem. If you let us know the name of the street you are concerned about, we can look into this further.

Steve Banham, P.E.

Public Works Director

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

Office: (360) 354-3446 <> Direct: (360) 255-5512 <> Cell: (360) 815-5728 <> Email: [banhams@lyndenwa.org](mailto:banhams@lyndenwa.org) <> website: [www.lyndenwa.org](http://www.lyndenwa.org)

My incoming and outgoing email messages are subject to public disclosure requirements

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*We Value: Community – Communication – Teamwork – Integrity – Excellence*

-----Original Message-----

From: Heidi Gudde <[GuddeH@lyndenwa.org](mailto:GuddeH@lyndenwa.org)>

Sent: Monday, July 20, 2020 3:08 PM

To: Steve Banham <[BanhamS@LYNDENWA.ORG](mailto:BanhamS@LYNDENWA.ORG)>

Subject: FW: Question on speed limit issue

Hi Steve,

Do you work on speed limit issues? Could you or your staff respond to this inquiry?

Heidi

Heidi Gudde, AICP

Planning & Community Development Director

City of Lynden

(360) 354-5532

-----Original Message-----

From: S.E. Lyons <[lyonscommunications@gmail.com](mailto:lyonscommunications@gmail.com)>

Sent: Saturday, July 18, 2020 9:02 PM

To: Heidi Gudde <[GuddeH@lyndenwa.org](mailto:GuddeH@lyndenwa.org)>

Subject: Question on speed limit issue

Hello. To whom would I direct a request to have the speed limit changed on a city toad? Thank you.

Sonja Lyons

Sent from my iPhone

**RETURN TO:**

ROBERT A. CARMICHAEL  
CARMICHAEL CLARK, P.S.  
P.O. BOX 5226  
BELLINGHAM, WA 98227  
PHONE: 360-647-1500

**DOCUMENT TITLE:**

DEVELOPER EXTENSION AGREEMENT

**REFERENCE NUMBER OF RELATED DOCUMENT:**

N/A

**GRANTORS:**

FAITH COMMUNITY CHURCH, a Washington nonprofit corporation

**GRANTEE:**

CITY OF LYNDEN, a Washington municipal corporation

**ABBREVIATED LEGAL DESCRIPTION:**

PTN SE 1/4 OF SE 1/4, S23, T40N, R2E

Full legal descriptions at pages 14-15 hereto

**ASSESSOR'S TAX PARCEL NUMBER(S):**

400223 410070 0000  
400223 410070 0001  
400223 429064 0000  
400223 466067 0000  
400223 515031 0000

## DEVELOPER EXTENSION AGREEMENT

THIS DEVELOPER EXTENSION AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between FAITH COMMUNITY CHURCH, a Washington nonprofit corporation (hereinafter “DEVELOPER”) and the CITY OF LYNDEN, a Washington municipal corporation (hereinafter “CITY”). Developer and City may be referred to herein individually as “Party” or collectively as “Parties.”

### Recitals

WHEREAS, City is a Washington municipal corporation that is capable of supplying water for fire protection purposes to Whatcom County residents dwelling in close proximity to the City’s limits; and

WHEREAS, Developer is the sole owner of real property within Whatcom County legally described in Exhibit A attached hereto and fully incorporated herein by reference (hereinafter “Benefitted Property”); and

WHEREAS, CMF Farming Properties, L.L.C. is a Washington limited liability company (hereinafter “CMF”) which is the sole owner of real property within Whatcom County legally described in Exhibit B attached hereto and fully incorporated herein by reference (hereinafter “Burdened Property”); and

WHEREAS, Developer wishes to secure a source of water for fire protection purposes for the Benefitted Property by constructing an improvement—specifically entailing the installation of a water line providing fire flow (hereinafter “Fire Protection Facilities” or “Project”)—that will be connected to and supplied by City’s water main and run under and across a portion of the Burdened Property to a connection point on the Benefitted Property, said improvement being depicted in the Preliminary Site Plan attached hereto as Exhibit C and fully incorporated herein by reference; and

WHEREAS, in order to establish certain development conditions upon which both Parties can rely to insure that the development of the Project is consistent with City policies, plans, design standards and ordinances, City and Developer have agreed to enter into this Agreement; and

WHEREAS, these recitals are a material part of this Agreement; and

NOW, THEREFORE, in consideration of the promises and conditions herein, the Parties hereby covenant and agree as follows:

### Terms

#### 1. LOCATION OF IMPROVEMENT

The proposed improvement will be installed in approved easements, on approved public rights-of-way and/or on private property and shall be for the use and benefit of the

Benefitted Property described in Exhibit A.

## 2. DESCRIPTION OF IMPROVEMENT AND OWNERSHIP

The proposed improvement (i.e., Fire Protection Facilities) will consist of approximately 1375 lineal feet of 12 inch water line (providing fire flow) and appurtenances connected to the City water main, as shown in Exhibit C, and shall be installed in accordance with plans and specifications approved by the City, and in accordance with the standards and conditions set forth in the "Project Manual for Engineering Design and Development Standards" (hereinafter "Project Manual") as adopted by the Lynden Municipal Code, the terms and conditions of which are made a part hereof.

Developer represents, guarantees and warrants that Developer is the owner of the Benefitted Property and that Developer shall be responsible for construction of the Project in conformance with the terms of this Agreement.

## 3. PERMITS REQUIRED

Permits, approvals or agreements are required by the County and sometimes other jurisdictions, prior to initiating any construction or demolition work. Work covered by this Agreement may require multiple permit authority review and approvals. Several types of permits and approvals may require prior approval from authorities other than County, before a building or other substantial permit can be issued. Developer is responsible for submitting timely applications for and obtaining all required permits and approvals.

The following general categories describe the major permits, approvals and agreements:

### A. Environmental Review

An Environmental Checklist is required for this Project: \_\_\_\_\_ (yes/no)

### B. Permits required by City for Land Development Activities

- i. Fill and Grade Permit. A Fill and Grade Permit is required for all significant land alterations, including stockpiling, which is not covered by other permits and agreements. The City must be contacted prior to any contemplated clearing or grading activities.
- ii. Street Obstruction/Excavation Permit. A Street Obstruction/Excavation Permit is required for any work within the road right of way which is not covered by other permits and agreements. Such work may include utilities work, road or lane closures, frontage improvements, access and temporary uses.
- iii. Other permits/approvals as required by City or County ordinance.

### C. Other Permits or Approvals from permitting agencies with jurisdiction.

Permits or approvals from outside authorities other than City may be required. Developer will coordinate with such other authorities and obtain all such permits. Copies of all permits from such outside authorities shall be given to City. Permits may include but are not limited to the following: Hydraulic Project approvals from the Washington State Department of Fish and Wildlife; Short Term Water Quality Modification Approval and/or Dam Safety Permit from the Washington State Department of Ecology; Section 404 Permit and Section 10 Permit/letter of permission from the U.S. Army Corps of Engineers; Baseline General Permit to Discharge Stormwater Associated With Construction Activities (NPDES) and/or Waste Discharge Permits from the Washington Department of Ecology; Developer/Local agency Agreement from the Washington State Department of Transportation.

County or the regulating governmental agency shall be contacted for further details.

#### 4. FEES AND CHARGES

- A. An initial plan review deposit fee in accordance with Division 2, Section 2.A. of the Project Manual shall be paid by Developer to City. The initial fee, calculated by City, is \$\_\_\_\_\_.
- B. All costs incurred by City on construction of the Project of the shall be borne by Developer. The fee to cover all of City's costs shall be based upon actual time and expenses and shall include without limitation inspection, engineering, legal, administrative, financial or any other services performed by or for City in connection with the Project. The fee shall be adjusted by the City and an additional deposit required if actual costs incurred indicate that the deposits will not cover all costs. The fee shall be paid to City in consideration of administering this Agreement (the administration of which is outlined in Division 2 – Applicant's Checklist of the Project Manual).
- C. This Agreement shall not provide any vested rights to a particular general facilities charge. Any general facilities charges due and owing shall be paid at the rate in effect at the time each individual building/lot actually connects to the City system.

#### 5. PAYMENT OF FEES

Developer shall pay all fees required by state and local agencies and City. City fees shall be paid at the times designated in Sections 2. A and 3. E of Division 2 of the Project Manual.

All of the charges detailed herein shall be and become a lien on the Benefitted Property.

#### 6. PROFESSIONAL QUALIFICATIONS

Professionals in the technical fields of engineering, architecture or surveying who prepare or are responsible for the preparation of plans, drawings, specifications, calculations,

technical reports, etc., for the process of obtaining required permits or approvals shall currently be licensed or registered in the State of Washington.

## 7. STANDARD SPECIFICATIONS

All work and materials shall conform to the most current editions of: the STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION and APWA SUPPLEMENT as prepared by Washington State Department of Transportation, City of Lynden Ordinances, the City of Lynden "Project Manual for Engineering Design and Development Standards," applicable Whatcom County design and development standards, and according to the recommendations of the manufacturer of the material concerned.

All work and materials shall be subject to the approval of City.

## 8. PLANS AND SPECIFICATIONS

Developer shall submit three sets of the complete plans and specifications for the Project—prepared in accordance with Division 3 – Construction Plan Requirements of the Project Manual—to City for preliminary review. The plans shall be stamped "PRELIMINARY" and sealed by a Professional Engineer licensed in Washington. After City's preliminary review, comment, and corrections, Developer shall submit the corrected plans and specifications for the Project to the appropriate State Agencies for final review and action, if required. After approvals have been received, Developer shall submit a final set of Construction Contract Documents including reproducible plans to City for final review and approval. Upon final approval by City, a set of these plans stamped "APPROVED" shall be made available to Developer.

## 9. COMPREHENSIVE PLAN

Developer shall check the Project for compliance with the City of Lynden Comprehensive Plan (hereinafter "Comprehensive Plan").

If the Project is not in compliance the Comprehensive Plan, an engineering report is required. The report will consider the impact upon City's utilities and transportation systems. In certain cases, the Project may require an addendum to, or to be incorporated in, the Comprehensive Plan.

## 10. EVIDENCE OF INSURANCE

Developer or Developer's Contractor shall take out and maintain during the life of this Agreement Public Liability Insurance for bodily injury and property damage liability as specified in Section 1-07.18 of the APWA Supplement to the WSDOT Standard Specifications and as modified herein. The policy shall include without limitation, coverage for explosion, blasting, collapse and destruction of underground utilities (X.C.U.) and contingent liability, including products and completed operations and blanket contractual liability, as shall protect Developer or Developer's Contractor, City and City's outside consulting engineers (City's Engineers). Developer shall have City and City's

Engineers specifically added as additional named insureds in said policies, all at no cost to City or City's Engineers. The above insurance shall cover City, City's Engineers, Developer, Developer's Contractor and Subcontractors for claims or damages for bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Agreement whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either or them and Developer agrees, in addition, to indemnify and save harmless City and City's Engineers, either or both, from all suits, claims, demands, judgments, and attorney's fees, expenses or losses occasioned by the performance of this Agreement by Developer, Developer's Contractor, and subcontractor, or persons working directly or indirectly for Developer or Developer's Contractor, or on account of or in consequence of any neglect in safeguarding the work or failure to conform with the safety standards for construction work adopted by the Safety Division of the Department of Labor and Industry of the State of Washington.

The amount of such insurance shall be as follows: Bodily injury liability insurance in an amount not less than \$2,000,000.00 for injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000.00 on account of any one occurrence, and property damage liability insurance in an amount not less than \$2,000,000.00 for each occurrence/\$2,000,000.00 aggregate, and City shall be named as an additional insured.

Developer or Developer's Contractor shall not cause any policy to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance or any other material change until notice has been mailed to City stating when, not less than thirty (30) days thereafter, such cancellation or reduction or change shall be effective.

All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause. City may in its sole discretion accept insurance covering a Subcontractor in character and amounts less than the standard requirements set forth under this subsection where such standard requirements appear excessive because of the character or extent of the work to be performed by such Subcontractor.

A Certificate of Insurance evidencing coverage and a copy of the endorsement naming City and City's Engineer as additional insureds must be submitted to City prior to the commencement of the Project.

## 11. PERFORMANCE BOND

For work within City owned property or right of way, Developer shall provide a performance bond or cash bond between Developer and City as specified in Division 9 of the Project Manual and Section 1-03.4 of the WSDOT Standard Specifications. The bond shall be in an amount equal to 150% of the City's estimated cost of the Project, or 150% of actual cost, if known, prior to the commencement of the work. Cash bond shall be



approved by City Attorney.

The Performance Bond shall cover the faithful performance of Developer and the payment of all obligations arising thereunder in accordance with Section 1-03.4 of the APWA Supplement to the WSDOT Standard Specifications. This bond is submitted to comply with all requirements of RCW 39.08, as a statutory bond, and all the requirements of said statute are deemed incorporated herein by reference and shall control in case of any inconsistencies.

The Performance Bond shall require Developer to pay all persons furnishing labor and materials and shall hold City harmless from any claims thereof, whether any such claims would arise under the public works lien statutes, or the mechanic lien statutes of the State of Washington and compliance with the formal requirements of either or both of said statutes shall not be a condition to recovery upon said bond.

## 12. MAINTENANCE BOND

Developer shall provide a maintenance bond or a cash bond in the amount of ten percent (10%) of the Contract Construction Costs for improvements. Said bond shall guarantee maintenance for two (2) years after acceptance of the improvements by City and shall be in a form acceptable to City.

## 13. EASEMENTS

Developer shall obtain all necessary rights of way, easements and limits of construction permits without cost to City as specified in Section 1-07.24 of the APWA Supplement to the WSDOT Standard Specifications and as modified herein. Developer shall supply City with the supporting data necessary to verify the location of the rights of way or easements. If legal services are required by City in connection with the easement, the cost of such services shall be reimbursed by Developer to City on demand and before acceptance of the improvements.

In general, where construction will take place on private property other than Developer's, Developer shall obtain temporary construction easements and permanent easements subject to approval by the City. At the completion of construction and prior to City acceptance of the improvements, said temporary construction easements shall be released by the private property owner, and final signed permanent easements shall be recorded in City's name at the Whatcom County Auditor's Office. Copies of the recorded easements shall be delivered to City. The legal descriptions of said permanent easements shall be prepared and stamped by a licensed professional surveyor.

For the Project, as it is presently anticipated that a portion of the improvement will be constructed upon the Burdened Property owned by CMF, Developer shall obtain a temporary construction easement between itself and CMF authorizing and facilitating that portion of Project construction that will occur on the Burdened Property. In addition, Developer shall obtain from CMF a corresponding permanent easement in City's name per the conditions in the preceding paragraph.

Note that whenever a City utility is to be laid underground through private property, a permanent easement of not less than twenty feet (20') in width shall be provided for one utility line. For more than one utility line, a permanent easement shall be provided with a width of not less than ten feet (10') on each side of each utility line to edge of easement, and ten feet (10') of separation between each utility line. Easements shall be approved by the City and compatible with the City's Comprehensive Plan to insure continuation of a utility.

Developer is responsible for any encroachments on right of way, public property, or surrounding private property. Without any cost to City, Developer is required to remove or rebuild in an approved manner any portion of the construction that may have been constructed over property or setback lines.

Where work is done on easements, Developer shall obtain a written statement of satisfactory restoration from each property owner involved, and furnish a copy of the statement to City.

#### 14. PERMITS AND BONDS

All permits and bonds necessary and effective during the prosecution of the Project works and subsequent guaranty period, shall be obtained and paid for by Developer. Developer shall give all notices required by such permits and provide all bonding and insurance required by such permits.

Developer shall provide City with a copy of all such permits before construction begins. Developer shall obtain and pay for all surveys, easements, rights of way and franchises required for the Project works.

#### 15. REGULATIONS

Developer shall give all notices and comply with all Federal, State, and local laws, ordinances, rules and regulations bearing on the conduct of the Project works as outlined in Section 1-07 of the APWA Supplement to the WSDOT Standard Specifications. City will not consider any plea of misunderstanding or ignorance of such requirements.

#### 16. COMMENCEMENT OF CONSTRUCTION

No work shall commence on improvements without construction plans stamped by City as "APPROVED" or without all necessary permits or approvals from the County.

#### 17. RESPONSIBILITY FOR PROJECT MANAGEMENT

Developer shall be responsible for Project management and coordination. Project management includes but is not limited to preparation of construction contract plans and specifications, bidding of construction contract, and overall coordination of utility and road locations, elevations and conflicts of said. Developer shall save City harmless of any conflicts or disputes resulting from or in connection with the construction contract.

## 18. INSPECTIONS AND TESTS

Inspection and test of work and materials shall be strictly for the benefit of City and nothing contained herein shall be construed to relieve Developer of Developer's obligations under the Contract.

As a minimum, the following scheduled inspections and tests shall be conducted by City:

1. Start of construction inspection.
2. Test inspections.
3. Final inspections.
4. End of Warranty Period inspection (to be conducted at least two (2) weeks prior to expiration of Developer's maintenance bond).

Other scheduled inspections and tests may be required to comply with other sections of the Contract Documents, Engineer's instructions, laws or ordinances. Some inspections and tests may be conducted by an authority other than City.

Developer shall give City forty-eight (48) hours written notice prior to the time when the state of work is such that a scheduled inspection and test can be conducted.

## 19. CONNECTION TO CITY'S UTILITY SYSTEM

Not less than forty-eight (48) hours prior to the time that said utility extension is partially or fully completed and connection to City's system is desired, written application for permission to make the actual connection to City's system at a specified time shall be made by Developer or Developer's Contractor. All new connections to the existing system and all testing of the new line shall require authorization of City and shall be conducted in the presence of City's representatives.

## 20. AS-BUILTS

Before final acceptance, Developer shall provide City with all final as-built drawings in the form of two bonded copies and digital copies in portable document format (PDF) and in the current release of Autocad with external references bound and submitted to the City on a USD. Refer to Division 3—Construction Plan Requirements of the Project Manual.

## 21. FINAL ACCEPTANCE

Developer agrees to execute a bill of sale prepared or approved by the City Attorney within sixty (60) days of the approved and completed improvement. Said bill of sale will provide for transfer of title of the constructed improvement from Developer to City and will further include the following items and statements:

- a. Cost including administration, legal and engineering fees, for the

improvement construction.

- b. That Developer owns without encumbrance the improvement which constitutes the Project and, therefore, is solely able to transfer title of the improvement to City, free and clear of encumbrances by warranty bill of sale. That Developer will defend the title and right of possession of City against all third-party claims of title or encumbrance. That Developer has the right to construct and install the improvement in and upon the land area in which it is installed.
- c. That all bills for labor and material have been paid.
- d. That Developer has the right to transfer said title and will warrant and defend the same against lawful claims and demands of all persons from two (2) years of the date of the bill of sale.
- e. Consideration will be recited that Developer grants the improvement to City for the consideration of incorporating the improvement in the overall system of the City.
- f. That the improvement has been constructed in accordance with City's specifications and this Agreement and is readily operable as an integral part of the utility system and/or roadway, as applicable.
- g. That all copies and warranties or guarantees from Developer or Developer's Contractor (including subcontractors and suppliers) specifically required under this Agreement have been delivered to City.
- h. That Developer further warrants that for a period of two (2) years from the date of the bill of sale that the Project improvement will remain in perfect working order and condition except where abused or neglected by City and Developer will promptly repair or replace at Developer's own expense any work or material that may prove to be defective during said two (2) year period of warranty.

## 22. LATECOMER AGREEMENT EXECUTION AND RECORDING

Following receipt of any required bill of sale, as heretofore described, City may agree to execute and record a latecomer agreement for eligible projects subject to Chapter 13.28 of the Lynden Municipal Code and other applicable ordinances and state statutes.

## 23. TIME FOR COMPLETION

The Project shall be complete and accepted within two (2) years of the date of execution of this Agreement. If the Project is not completed and accepted within two (2) years from the date below, then Developer's rights under this Agreement shall cease and no additional services shall be connected, unless and until Developer shall make a new application or City consents to the renewal of the existing application and Developer shall

pay the additional administrative, legal and engineering costs involved, for the renewal of the existing application.

#### 24. FAILURE TO COMPLY

Failure to comply with measures set forth herein shall result in revocation of permits and forfeiture of all rights to occupy or otherwise use the identified improvement. Should City determine that Developer has failed to so comply, City shall provide Developer with written notice of such failure, setting forth the specific item or items of failure, and provide Developer an opportunity to cure the defect of defects. All permits and rights shall be null and void if not cured within fifteen (15) calendar days of receipt of the notice from City by Developer. The Director of Public Works shall determine if Developer has cured such defect or defects and so notify Developer in writing within the fifteen (15) day opportunity to cure. Developer may appeal the determination of the Director of Public Works in writing to the City Administrator within five (5) days of receipt of such determination from the Director of Public Works. Developer shall set forth the specific item or items being appealed and shall have the opportunity to present information to the City Administrator supporting such appeal. Within ten (10) days of receipt of the appeal, the City Administrator shall issue a written decision. The Administrator's determination shall be final and binding. Nothing in this paragraph is intended as a waiver of either party's right to seek judicial review, as may be permitted by law, with regard to interpretation or enforcement of this Agreement after exhaustion of these administrative remedies.

#### 25. ASSIGNMENT – BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall not be assigned without the prior written consent of City; provided that, such consent shall not be unreasonably withheld. This Agreement shall run with the land and shall be binding on the successors and assigns of Developer.

#### 26. WAIVER

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

#### 27. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be Whatcom County Superior Court.

#### 28. COMPLETE AGREEMENT

This Agreement constitutes the complete agreement between Developer and City. This Agreement may be modified in writing only, upon mutual agreement of Developer and City.

IN WITNESS WHEREOF, the Parties hereunto enter this Agreement on the date first

above written.

FAITH COMMUNITY CHURCH

\_\_\_\_\_  
By:  
Its:

CITY OF LYNDEN

\_\_\_\_\_  
By:  
Its:

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of **FAITH COMMUNITY CHURCH**, a Washington nonprofit corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF LYNDEN**, a Washington municipal corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Benefitted Property**

**Assessor's Tax Parcel Numbers:** 400223 410070 0000 & 400223 410070 0001

THE WEST 210 FEET OF THE SOUTH 1245 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 2 EAST OF W.M., EXCEPT RIGHT OF WAY FOR BIRCH BAY LYNDEN ROAD LYING ALONG THE SOUTHERLY LINE THEREOF.

SITUATE IN WHATCOM COUNTY, WASHINGTON,

**Assessor's Tax Parcel Number:** 400223 429064 0000

THE EAST 140 FEET OF THE WEST 350 FEET OF THE SOUTH 1245 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 2 EAST OF W.M., EXCEPT RIGHT OF WAY FOR BIRCH BAY LYNDEN ROAD ALONG THE SOUTHERLY LINE THEREOF.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**EXHIBIT B**  
**Burdened Property**

<b>400223 466067 0000</b>	<b>Chasteen</b>
<b>Agr, Osag, Crop/Fruit/Tree/Nut/Vegs</b>	<b>19.59Acres</b>

The SE ¼ of the SE ¼ of Section 23, T40N, R2E, W.M., Whatcom County, Washington, less roads.



EXCEPT: The West 350 feet of the South 1245 feet of said SE ¼ of SE ¼ of said Section 23.

EXCEPT: Beginning at the Southeast corner of Section 23, T40N, R2E, W.M., Whatcom County, Washington; thence North 1200 feet; thence West 363 feet; thence South 1200 feet; thence East 363 feet to the Point of Beginning. Less Roads. Containing 20 acres, more or less.

Situate in Whatcom County, Washington.

SUBJECT TO: Covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

**400223 515031 0000**

**Chasteen**

**Agr, Osag, Crop/Fruit/Tree/Nut/Vegs**

**4.49 Acres**

Beginning 600 feet North of the Southeast corner of said Section 23; thence West 363 feet; thence South 600 feet; thence East 363 feet; thence North 600 feet to the Point of Beginning. Less roads. Containing 5 acres.

Situate in Whatcom County, Washington.

SUBJECT TO: Covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

**EXHIBIT C**  
**Preliminary Site Plan**



**STARKENBURG – KROONTJE**  
**Attorney at Law, P.S.**  
313 4<sup>th</sup> Street  
PO Box 231  
Lynden, WA 98264  
(360) 354-7822  
Fax: (360) 354-6929  
Email – [starkenburgekroontje@msn.com](mailto:starkenburgekroontje@msn.com)

July 29, 2020

**Via Email**

City of Lynden  
Public Works Department  
Attn: Steve Banham  
300 4th Street  
Lynden, WA 98264

**Re: CMF Farming Properties, L.L.C. / City of Lynden**

Dear Steve:

Please find attached for review an updated Access and Utility Easement between CMF Farming Properties, L.L.C. and the City of Lynden.

All changes proposed by the City have been accepted. However, I inserted new language in follow-up to our conversation last week. This language is redlined for your review. Besides the proposed change (as a couple corrections redlined in), I believe CMF Farming Properties, L.L.C. is in agreement with the document.

Should you have any questions, please feel free to contact my office.

Sincerely,



Lesla Starkenburg-Kroontje

enc.

**RETURN TO:**

Starkenburg-Kroontje  
Attorney at Law P.S.  
PO Box 231  
Lynden, WA 98264

**DOCUMENT TITLE:**

Access and Utility Easement

**REFERENCE NUMBER OF RELATED DOCUMENT:**

N/A

**GRANTOR:**

CMF FARMING PROPERTIES, L.L.C., a Washington limited liability company

**GRANTEE:**

CITY OF LYNDEN, a municipal corporation

**ABBREVIATED LEGAL DESCRIPTION (Full Legal Descriptions on Pages 1-2):**

Ptn. SE SE, S23, T40N, R2E

**ASSESSOR'S TAX PARCEL NUMBER(S):**

400223 466067 0000  
400223 515031 0000

**ACCESS AND UTILITY EASEMENT  
CITY OF LYNDEN, WASHINGTON**

THE UNDERSIGNED, CMF FARMING PROPERTIES, L.L.C., a Washington limited liability company, its successors and assigns, (hereinafter referred to as "GRANTOR") for the public benefit, hereby conveys and grants to the CITY OF LYNDEN, a municipal corporation, its successors and assigns (hereinafter referred to as the "CITY"), from the following described property (hereinafter referred to as "Grantor's Property"):

Assessor's Parcel Number: 400223 466067 0000

The Southeast quarter of the Southeast quarter of Section 23, Township 40 North, Range 2 East of W.M., less roads.

EXCEPT: The West 350 feet of the South 1245 feet of said Southeast quarter of the Southeast quarter of said Section 23.

EXCEPT: Beginning at the Southeast corner of Section 23, Township 40 North, Range 2 East of W.M., Whatcom County, Washington; thence North 1200 feet; thence West 363 feet; thence South 1200 feet; thence East 363 feet to the point of beginning. Less roads. Containing 20 acres more or less.

Situate in Whatcom County, Washington.

Assessor's Parcel Number: 400223 515031 0000

Beginning 600 feet North of the Southeast corner of Section 23, Township 40 North, Range 2 East of W.M.; thence West 363 feet; thence South 600 feet; thence East 363 feet; thence North 600 feet to the point of beginning. Less roads. Containing 5 acres.

Situate in Whatcom County, Washington.

A permanent, non-exclusive access and utility easement (hereinafter referred to as "Easement") over, across, along, in, upon and under the portion of property (hereinafter referred to as "Easement Area") described on Exhibit A and depicted on Exhibit B attached hereto, both fully incorporated herein by reference.

The CITY shall have the right, without prior institution of any suit or proceeding at law, to enter upon said Easement Area for the purpose of constructing, operating, maintaining, improving, removing, repairing, replacing and using one (1) underground water line, together with all underground connections and underground appurtenances thereto (the "Facility"), and together with the right of reasonable ingress to and egress from the Easement Area over the Grantor's Property for the foregoing purposes in the event that access is not reasonably feasible directly from the public road right-of-way. The CITY shall not install or locate within the Easement Area any above-ground infrastructure, including but not limited to, hydrants, meters and boxes. All utility pipes shall be located no more than five (5) feet from the southern outside edge of the Easement Area to avoid creating an unnecessary burden on the Grantor's Property. Also, all utility pipes shall have a minimum of three (3) feet of cover.

The GRANTOR, by executing this Easement Agreement, and the CITY by accepting and recording this Easement Agreement, do hereby mutually covenant and agree as follows:

1. The CITY shall, if either the Grantor's Property or Easement Area is disturbed by the operation, improvement, maintenance, removal, repair, replacement or use of the Facility, restore the surface of the Grantor's Property or Easement Area as nearly as possible to the condition in which it existed at the commencement of said operation, improvement, maintenance, removal, repair, replacement, use or other disturbance. In the event grass is disturbed, the CITY'S obligation to restore shall be limited to re-seeding disturbed grass. In the event vegetation such as plants, shrubs, or trees are disturbed, the CITY'S restoration obligation shall be deemed satisfied if it replaces the disturbed plants, shrubs, or trees with smaller or younger plants. The CITY is not required to replace disturbed grass, plants, shrubs, trees or other vegetation with the same species or variety as what was disturbed, but will make reasonable efforts to do so. In addition, the restoration of the soil in its original layers shall occur to ensure all topsoil is preserved on the Grantor's Property. Notwithstanding the foregoing, there shall be a special restoration obligation with respect to disturbances to berry plants on Grantor's Property growing *outside* the Easement

Area: in such cases the CITY shall replace said berry plants with similarly mature berry plants or, if replacement is not feasible, the CITY shall provide compensation to GRANTOR for the loss of the plant maturity. Disturbances to berry plants growing *within* the Easement Area are not subject to this special restoration obligation, provided that the City takes reasonable steps to minimize the disturbance to any berry plants.

Further, the CITY shall take all reasonable precautions and efforts to avoid unreasonable interference or obstruction of Grantor's Property while operating and maintaining the water line within the Easement Area, specifically including but not limited to, minimizing the creation of dust that could coat any plants growing on the Grantor's Property.

2. The CITY shall protect and save harmless GRANTOR from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property suffered by GRANTOR, or by any persons, firms, or corporations, arising as a result of the CITY'S negligent acts and omissions in the maintenance of the Facility; provided, however, that this hold harmless provision shall not apply to GRANTOR'S negligence, or to any damage or injury resulting from a violation of Paragraph 5 herein.

3. The GRANTOR warrants that the GRANTOR has good title to the Grantor's Property and Easement Area and warrants the CITY title to, and quiet enjoyment of, the Easement conveyed hereby.

4. All right, title and interest which may be used and enjoyed without interfering with the easement rights conveyed are reserved to the GRANTOR.

5. The CITY understands that the GRANTOR is conducting farming activity on the Grantor's Property that involves digging, tunneling and other forms of construction activity, which could include but not be limited to the installation of underground irrigation lines and the installation of posts. These activities will continue within the Easement Area and on Grantor's Property. In an effort not to damage or disturb the Facility, unearth or undermine the Facility or endanger the lateral support to the Facility, the CITY will mark or flag the water line so that the location is clearly known.

6. In the event the Facility is interfering with GRANTOR's use of Grantor's Property and GRANTOR wishes to relocate the Facility to a new location on Grantor's Property, GRANTOR may do so only after obtaining the CITY's approval of the relocation in general and of the proposed new location in particular. Relocation of the Facility shall be at GRANTOR's sole cost and expense. Further, prior to relocation, GRANTOR shall prepare and record an addendum to this Easement Agreement containing a new legal description reflecting the new location of the Facility. All costs incurred in preparing and recording said addendum shall be borne by GRANTOR.

7. All routine and non-emergency work and activities within the Easement Area by the CITY shall be coordinated during the farming off-season to limit the impact to the GRANTOR'S operations. Said coordination may be conducted by telephone (at a number provided by GRANTOR) and shall take place by contacting the GRANTOR and arranging a mutually

agreeable date, time and duration for the work and activities. Provided, the CITY shall have the right to immediately access the Easement Area at any time and in any season for emergency maintenance purposes without prior notice to GRANTOR. The CITY shall, however, endeavor to notify GRANTOR of any emergency maintenance activity as soon as reasonably practicable.

8. Should either party hereto, or their heirs, successors or assigns, institute suit to enforce any covenant or right granted herein, the prevailing party shall recover its costs of litigation, including a reasonable attorney's fee.

9. This Easement Agreement shall be construed under the laws of the State of Washington. The venue of any legal action brought under the terms of this Easement Agreement shall be in the Superior Court for Whatcom County, State of Washington.

10. The covenants contained herein are intended to and shall run with the land and shall benefit and bind the parties and their respective heirs, successors and assigns.

11. Should any provision of this Easement Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

12. The CITY shall pay any recording fees related to this Easement Agreement. Each party shall be solely responsible for their own attorney's fees related to the preparation of this Easement Agreement.

13. Nothing contained in this Easement Agreement grants a dedication of any portion of real property to the general public, except as may be specifically provided herein. This Easement Agreement shall be for the benefit of the City water utility.

14. The Easement shall commence upon the recording of this Easement Agreement with the Whatcom County Auditor.

15. The CITY shall at all times exercise its rights herein in accordance with the requirements (as from time-to-time amended) of all applicable statutes, laws, orders, rules, and regulations of any public authority have jurisdiction, including its own.

16. This Easement Agreement may be amended or terminated only by mutual written agreement of the parties.

17. This Easement Agreement may consist of two or more separately ratified counterparts, each of which constitutes a duplicate original of this Easement Agreement.

18. Failure of either party at any time to require performance of any provision of this Easement Agreement shall not limit such party's right to enforce such provision. Waiver of any breach of any provision of this Easement Agreement does not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

19. This Easement Agreement constitutes the entire agreement between the parties as to the matters contained herein. No oral or written statements made by either party prior to or

following entry of this Easement Agreement shall be considered a part of this Easement Agreement unless expressly incorporated herein in writing.

20. Any notice, declaration, demand or communication to be given by a party to this Easement Agreement to the other, except for communication by telephone per Paragraph 7 herein, shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

**To GRANTOR:**

CMF Farming Properties, L.L.C.  
Attn: Matt Maberry  
697 Loomis Trail Road  
Lynden, WA 98264

**To CITY:**

City of Lynden  
Attn: Steve Banham  
300 4<sup>th</sup> Street  
Lynden, WA 98264

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR:

CMF Farming Properties, L.L.C.

CITY:

City of Lynden

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF WASHINGTON }  
 }  
COUNTY OF WHATCOM } ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ the \_\_\_\_\_ of **CMF FARMING PROPERTIES, L.L.C.**, a Washington limited liability company, who acknowledged that he was authorized to execute this document on behalf of the company and acknowledged said instrument to be the free and voluntary act and deed of the company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

SEAL  
  
\_\_\_\_\_  
*{Notary Signature}*  
Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON }  
 }  
COUNTY OF WHATCOM } ss.

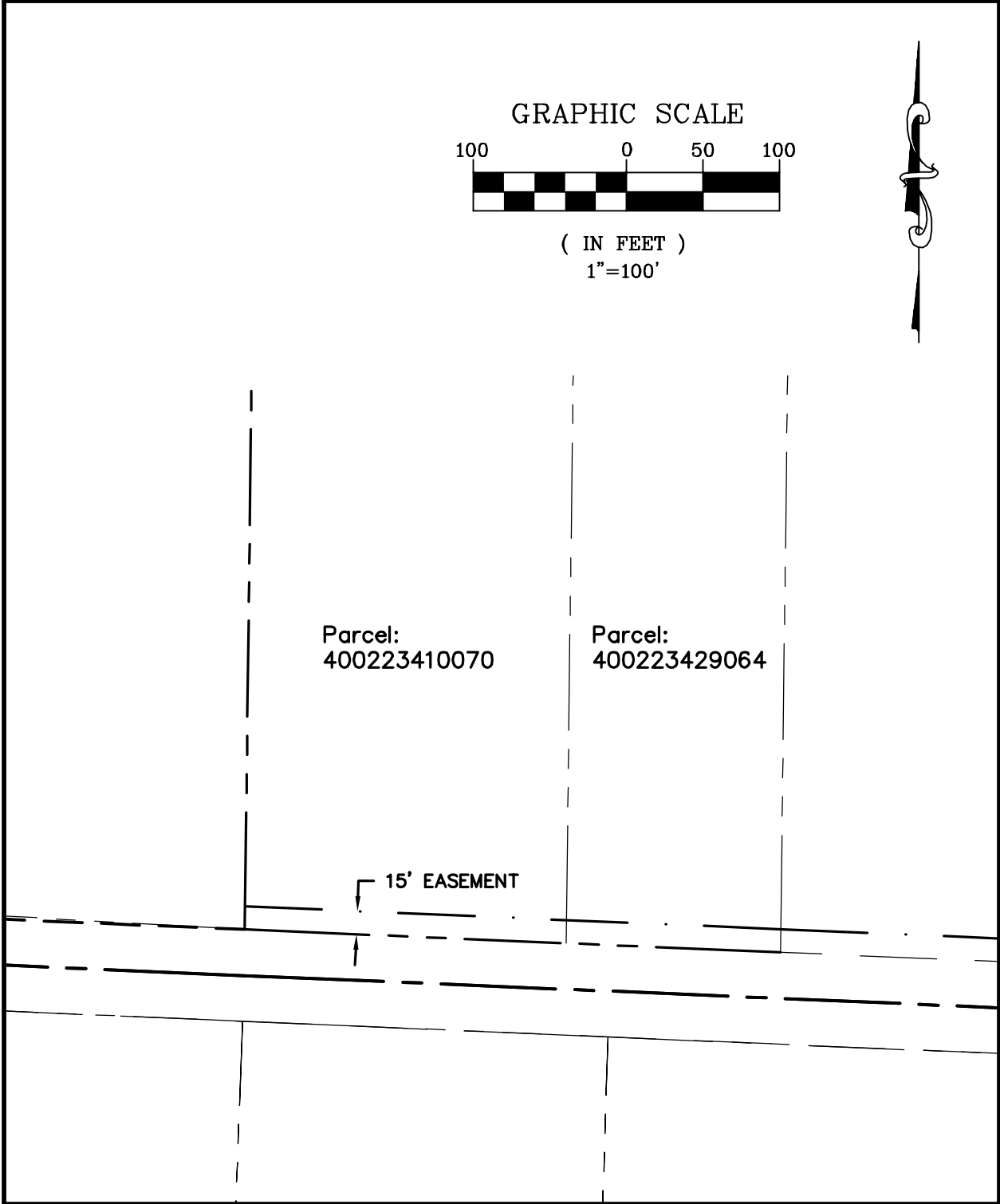
On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF LYNDEN**, a Washington municipal corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

SEAL  
  
\_\_\_\_\_  
*{Notary Signature}*  
Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Description**

**EXHIBIT B**  
**Depiction**

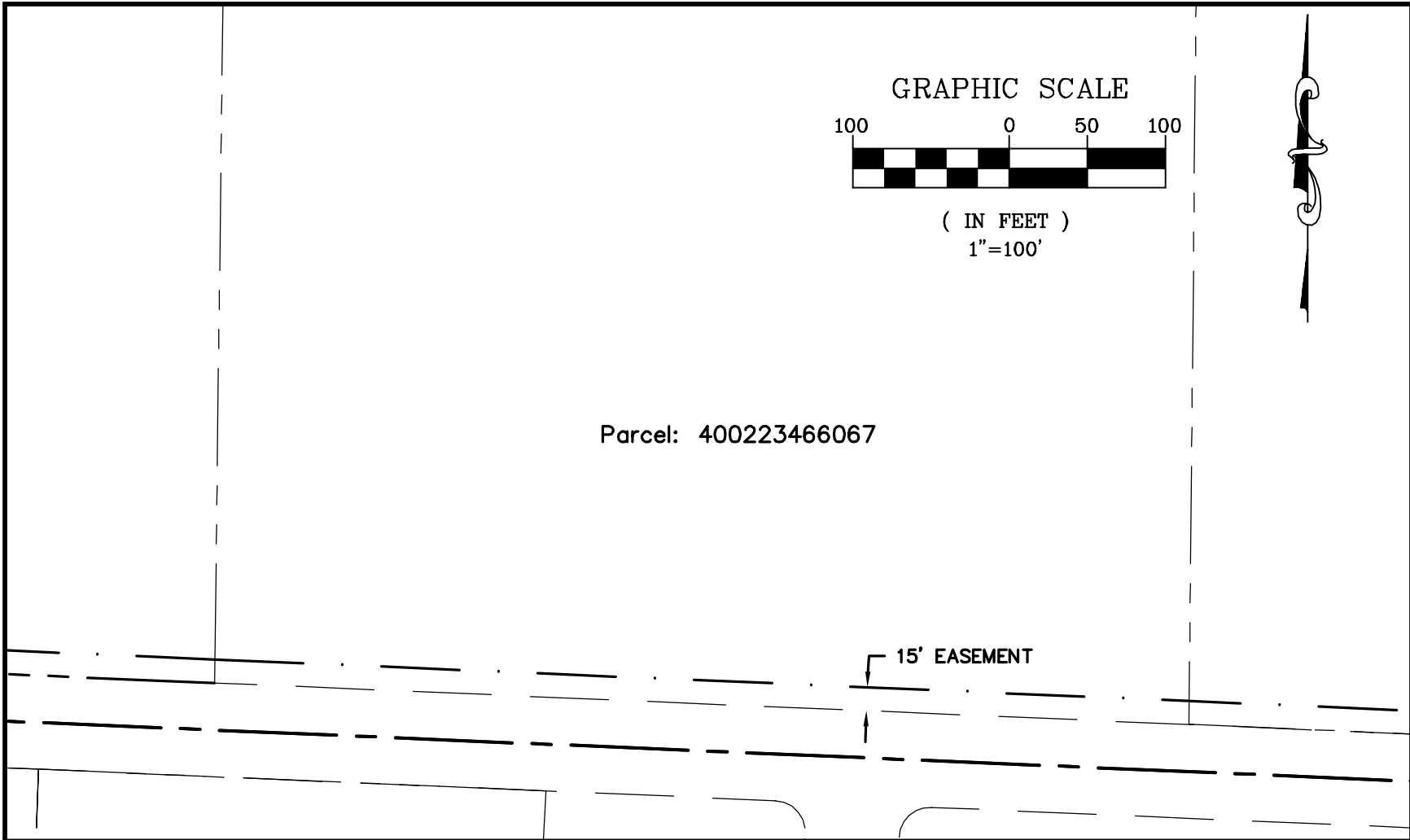


**Reichhardt & Ebe**  
ENGINEERING INC

P.O. Box 978 | 423 Front Street  
Lynden, WA 98264 (360) 354-3687

**FAITH COMMUNITY CHURCH**  
**EASEMENT ACQUISITION**

DATE: 7/20/20 SCALE: 1" = 100' JOB# 020030.2



**R&E** Reichhardt & Ebe  
ENGINEERING INC

P.O. Box 978 | 423 Front Street  
Lynden, WA 98264 (360) 354-3687

CMF FARMING PROPERTIES, LLC  
EASEMENT ACQUISITION

DATE: 7/20/20 SCALE: 1" = 100' JOB# 020030.2



July 31, 2020

City of Lynden  
Attn: Steve Banham, Public Works Director  
300 4<sup>th</sup> Street  
Lynden, WA 98264

**SUBJECT: RECOMMENDATION TO AWARD  
LYNDEN MUNICIPAL AIRPORT – CITY OF LYNDEN  
2020-08 PRECISION APPROACH PATH INDICATOR (PAPI) LIGHT  
REPLACEMENT**

Dear Mr. Banham:

Enclosed is the bid tabulation for the 2020-08 Precision Approach Path Indicator (PAPI) Light Replacement project at Lynden Municipal Airport. Three (3) bid proposals for the above-referenced project were opened and read on Thursday, July 30, 2020. We have reviewed the bid packages submitted to the City of Lynden. The apparent responsive and responsible low bidder is **Colvico, Inc.**

A summary of the bid tabulation results is shown below:

<b>2020-08 PAPI Light Replacement</b>	<b>Colvico, Inc.</b>	<b>Electric West, Inc.</b>	<b>Sail Electric, Inc.</b>
<b>Bid Schedule</b>	\$ 18,405.00	\$ 31,735.00	\$ 32,305.00
<b>Washington State Sales Tax</b>	\$ 1,601.24	\$ 2,760.95	\$ 2,810.54
<b>GRAND TOTAL</b>	<b>\$ 20,006.24</b>	<b>\$ 34,495.95</b>	<b>\$ 35,115.54</b>

It is our opinion that **Colvico, Inc.**, submitted a complete bid proposal that is in compliance with the bid document. The bid amount proposed by **Colvico, Inc.**, is in conformance with industry standards and current trends in the construction market. In addition, no bid informality has been found that would be cause for rejection of the proposal.

Accordingly, we recommend that the City consider awarding a contract to **Colvico, Inc.** The aircraft insurance carrier should be provided with a copy of this recommendation to award letter as required.

Sincerely,

**PRECISION APPROACH ENGINEERING, INC.**

Ed Addicks, P.E.  
Project Manager

p:\lyn002-papi\0300com\0371correspondence\letters\lyn002\_101\_recommending award ltr.docx



Freeland and Associates, Inc.

220 West Champion Street  
Suite 200  
Bellingham, Washington  
(360) 650-1408

August 3, 2020

City of Lynden – Public Works Department  
Public Works Department  
300 4<sup>th</sup> Street  
Lynden, WA 98264

Attention: Mark Sandal

**Subject: Young Long Plat - Cost Certification**

Dear Mark,

At the City's request, we have reviewed construction costs prepared by the contractor of the Young Plat for the water line improvements in Double Ditch Road. The costs appear acceptable and within industry standard. Please feel free to contact us if you have any questions about this.

Sincerely,  
Freeland and Associates, Inc.



Miles McEathron, PE  
Project Engineer

# DEKOSTER

EXCAVATING, INC.

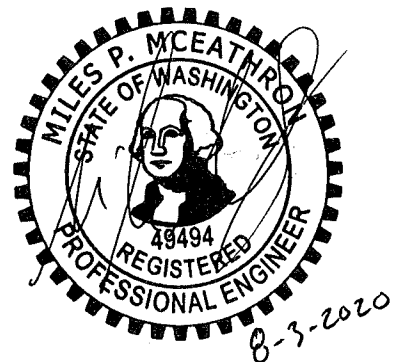
Date: July 30, 2020  
To: Miles: Freeland

## Proposal bid Double Ditch water line

This proposal has been prepared for the install of 60 LF of water line, (1) 8x8" tee, (2) 8" gate vales.

- 1. Pipe, valves, tee: \$2,387.00**
  - a. 60 LF of 8" C900
  - b. (2) 8" gate valves
  - c. (1) 8x8" tee
  - d. Accessory kits
- 2. Thrust block: \$440.00**
  - a. Concrete
  - b. Lumber for forming
  - c. Labor for forming and pouring
- 3. Machinery and labor: \$665.00**
  - a. 3 man crew for pipe/valve install
  - b. Labor for valve assembly bolting
  - c. Trench backfill and compaction

**Total proposal price, excluding sales tax:** \$3,492.00

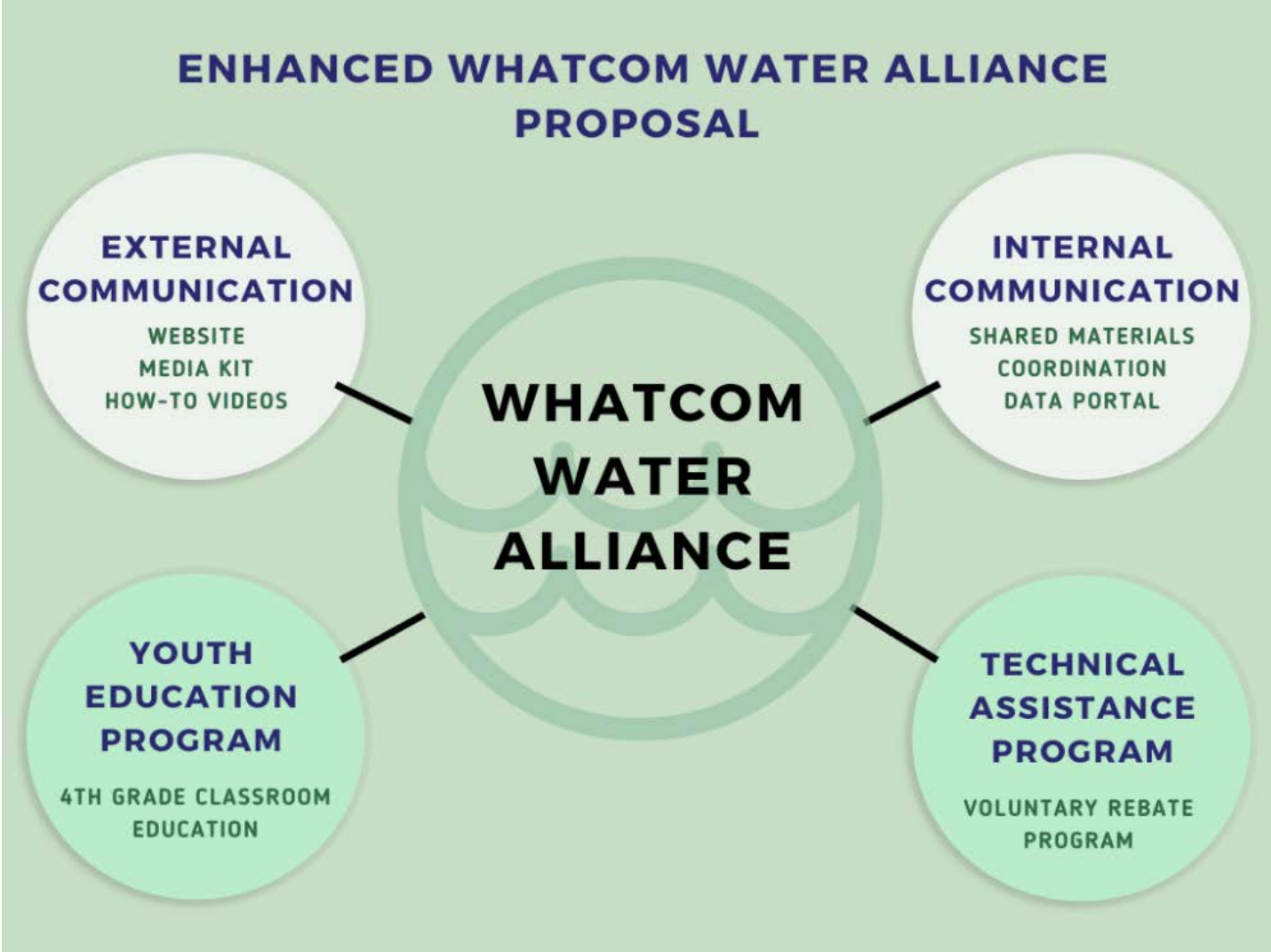






## Enhanced Whatcom Water Alliance Program Budget

<b>PROGRAM ELEMENTS</b>	<b>2021</b>	<b>→ 2022</b>	<b>→ 2023</b>
<b>WEBSITE</b>	\$10,050	\$6,050	\$3,050
<b>DATA PORTAL</b>	\$5,000	\$3,000	\$2,000
<b>MEMBER FACILITATION</b>	\$3,750	\$3,750	\$3,750
<b>OUTREACH STRATEGY</b>	\$20,450	\$22,000	\$20,000
<b>REBATE PROGRAM</b>	\$3,000	\$15,000	\$16,500
<b>YOUTH ENRICHMENT</b>	-	\$3,000	\$11,900
<b>TOTAL W/ OVERHEAD</b>	<b>\$50,000</b>	<b>\$60,550</b>	<b>\$65,425</b>
<b>FUNDING SOURCE</b>	WHATCOM CO.	WC+WWA \$.30/CONNECTION	WC+WWA \$.40/CONNECTION



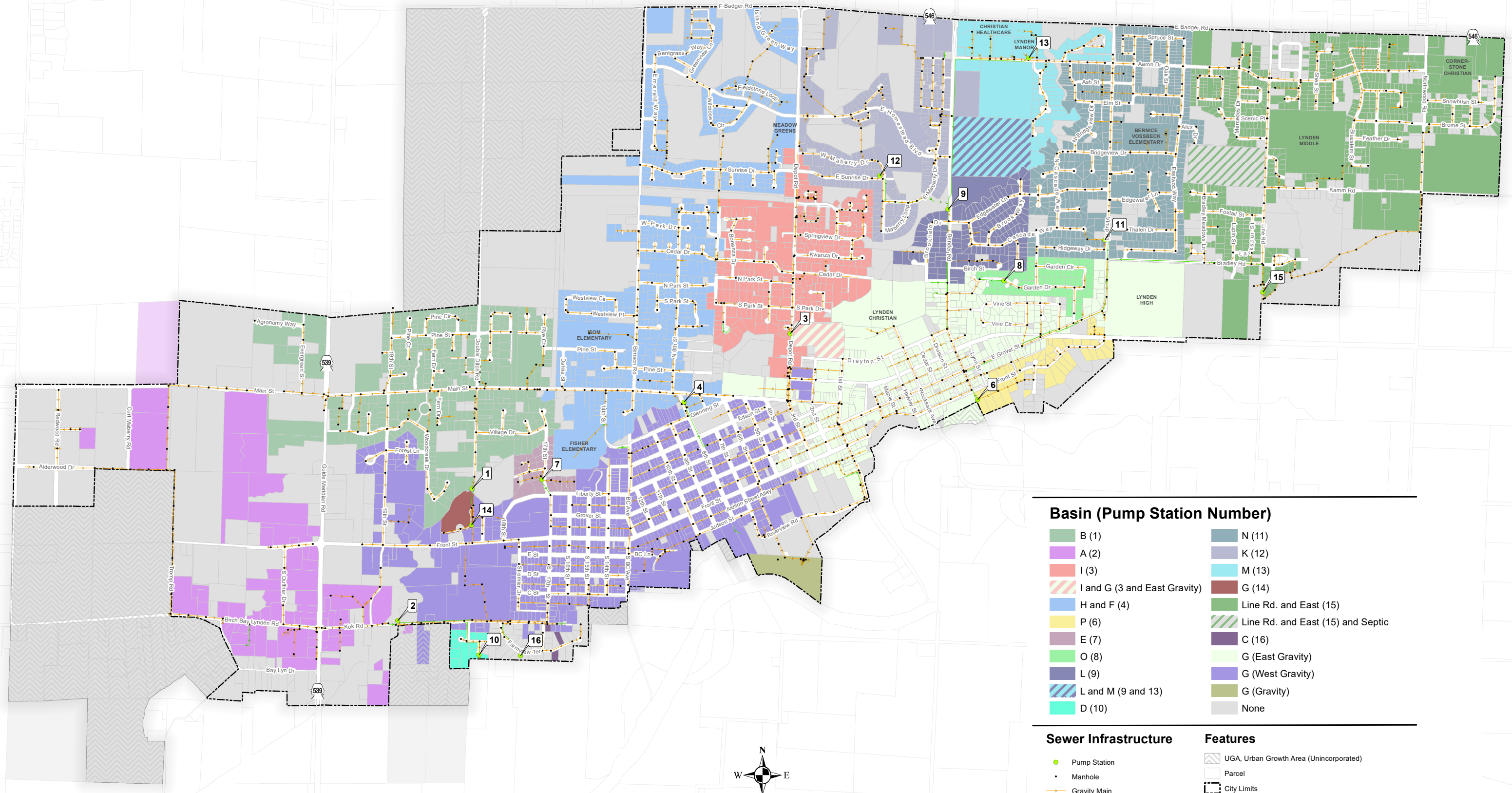


# Enhanced Whatcom Water Alliance Program Timeline

<b>PROGRAM ELEMENTS</b>	<b>2021</b>	<b>→ 2022</b>	<b>→ 2023</b>
<b>WEBSITE</b>	<b>DEVELOP/LAUNCH</b>	<b>MAINTAIN</b>	<b>MAINTAIN</b>
<b>DATA PORTAL</b>	<b>DEVELOP/LAUNCH</b>	<b>MAINTAIN</b>	<b>MAINTAIN</b>
<b>MEMBER FACILITATION</b>	<b>MAINTAIN</b>	<b>MAINTAIN</b>	<b>MAINTAIN</b>
<b>OUTREACH STRATEGY</b>	<b>DEVELOP/LAUNCH</b>	<b>IMPROVE/ADAPT</b>	<b>MAINTAIN</b>
<b>REBATE PROGRAM</b>	<b>DEVELOP</b>	<b>LAUNCH</b>	<b>IMPROVE/ADAPT</b>
<b>YOUTH ENRICHMENT</b>	<b>RESEARCH</b>	<b>DEVELOP</b>	<b>LAUNCH</b>

# Pump Station Basins

City of Lynden



**Basin (Pump Station Number)**

B (1)	N (11)
A (2)	K (12)
I (3)	M (13)
I and G (3 and East Gravity)	G (14)
H and F (4)	Line Rd. and East (15)
P (6)	Line Rd. and East (15) and Septic
E (7)	C (16)
O (8)	G (East Gravity)
L (9)	G (West Gravity)
L and M (9 and 13)	G (Gravity)
D (10)	None

**Sewer Infrastructure**

- Pump Station
- Manhole
- Gravity Main
- Pressurized Main

**Features**

- UGA, Urban Growth Area (Unincorporated)
- Parcel
- City Limits



Date: Friday, July 24, 2020

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AFTER



BEFORE



Item #12.

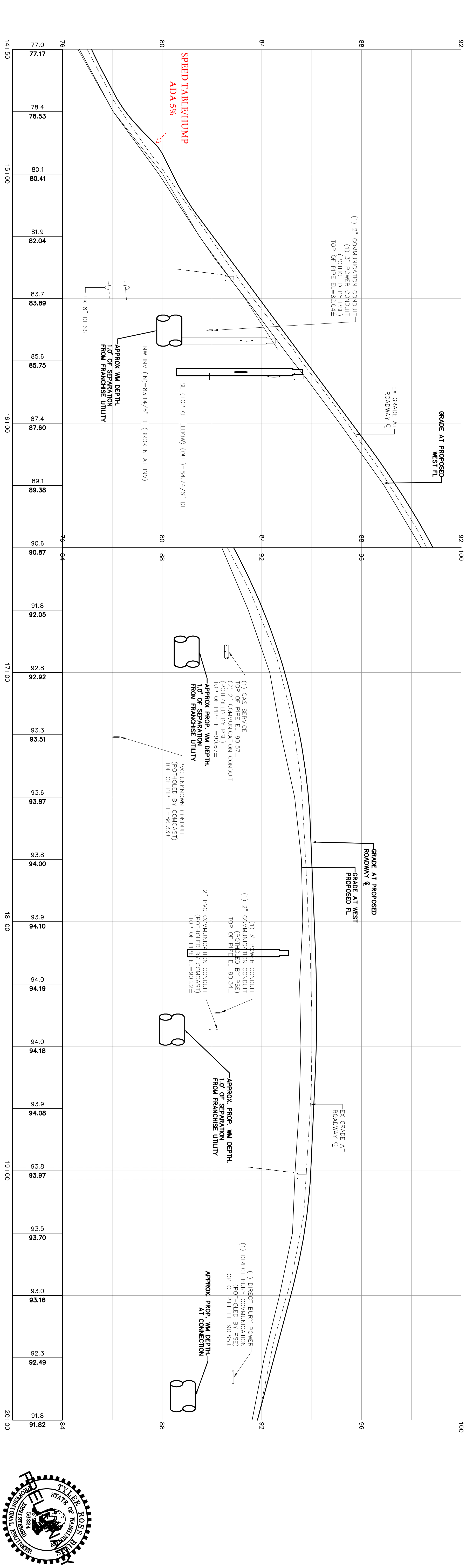
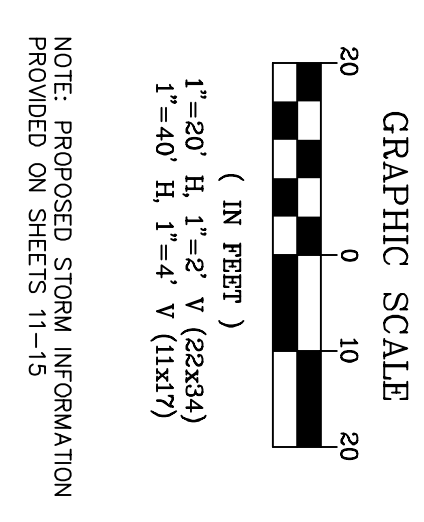
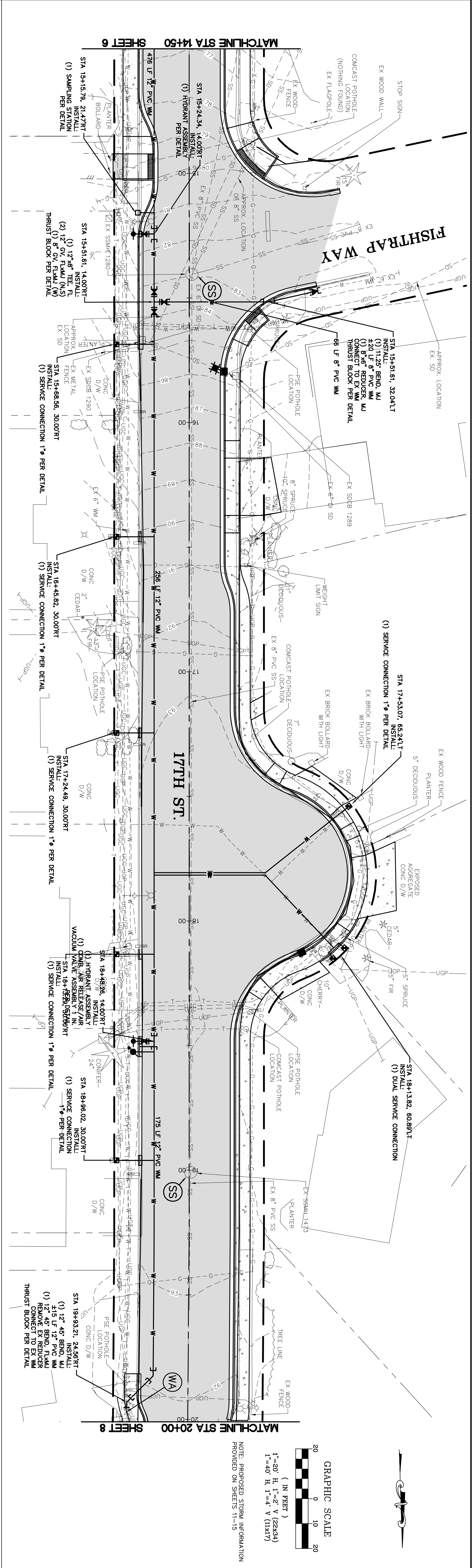
**BEFORE:**

Item #13.



**AFTER:**





DESIGNED BY  
TB

DRAWN BY  
TB/LMH

CHECKED BY  
IDH/NZ

**REVISION No. 1**

NO.	DATE	DESCRIPTION	BY
1	7/15/20	PERIOD CURB CUTTER SPEC'ALK WATER MAIN SAWNUTS HYDRANT.	

**Reichardt & Bbe**  
ENGINEERING INC

P.O. Box 978 1423 Front Street  
Lynden, WA 98264 (360) 354-9687

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

**17TH STREET EXTENSION FINAL DESIGN**  
PLAN AND PROFILE  
WATER AND SEWER - STA 14+50 TO 20+00

DWG # 040371 PLOT

TBR# 040371

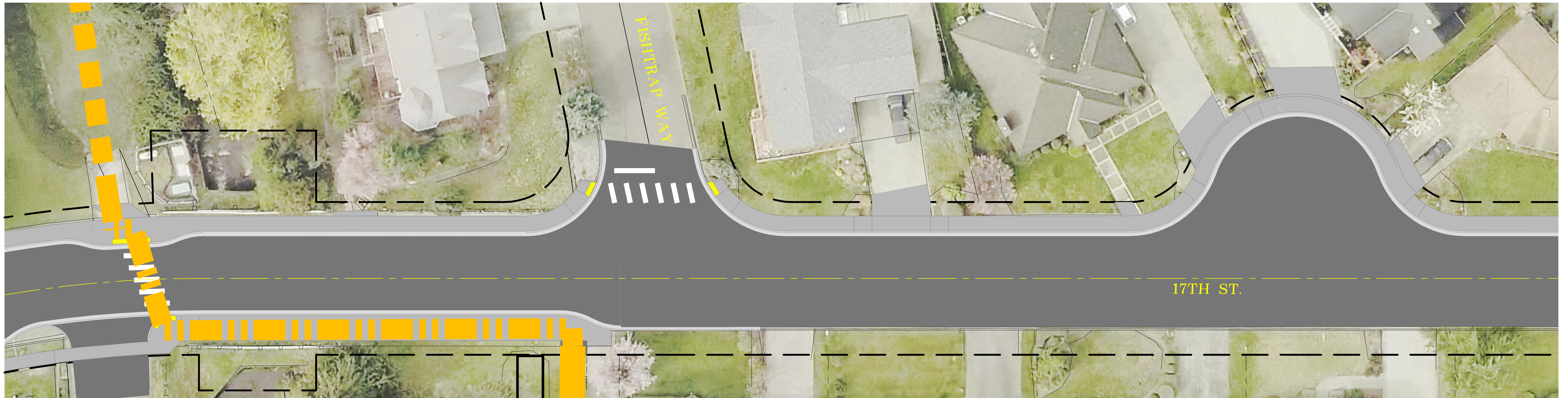
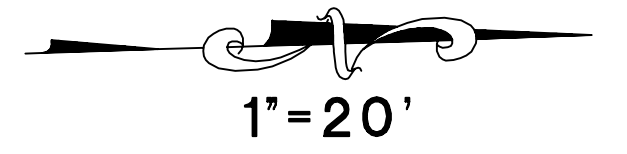
SCALE H: 1"=20' V: 1"=2'

DATE 5/15/2020

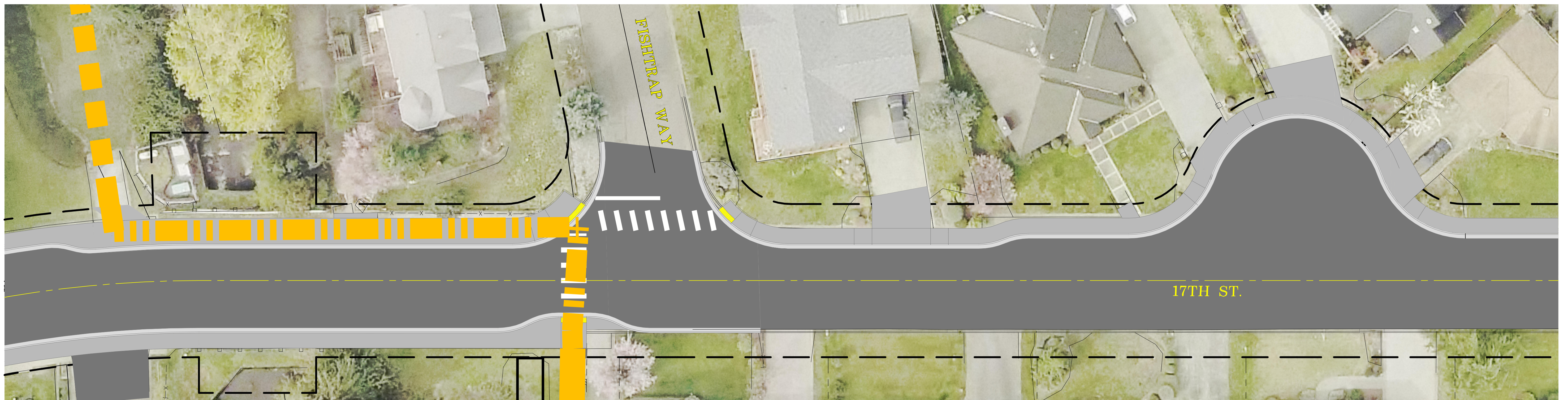
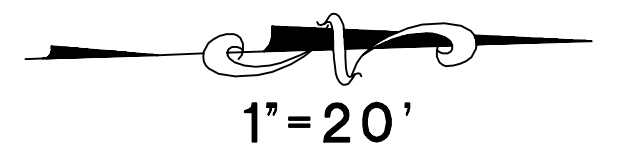
SHEET 7 of 34

TYLER J. BOISS  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF WASHINGTON  
LICENSE NO. 38024




# ORIGINAL DESIGN



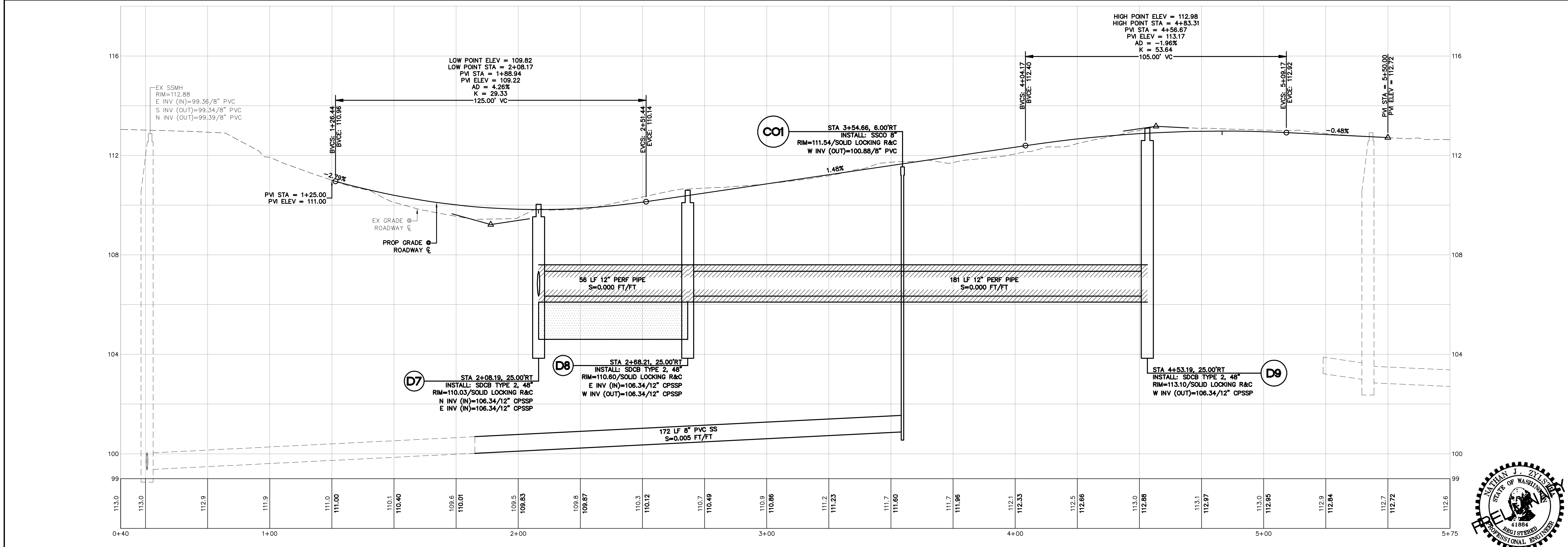
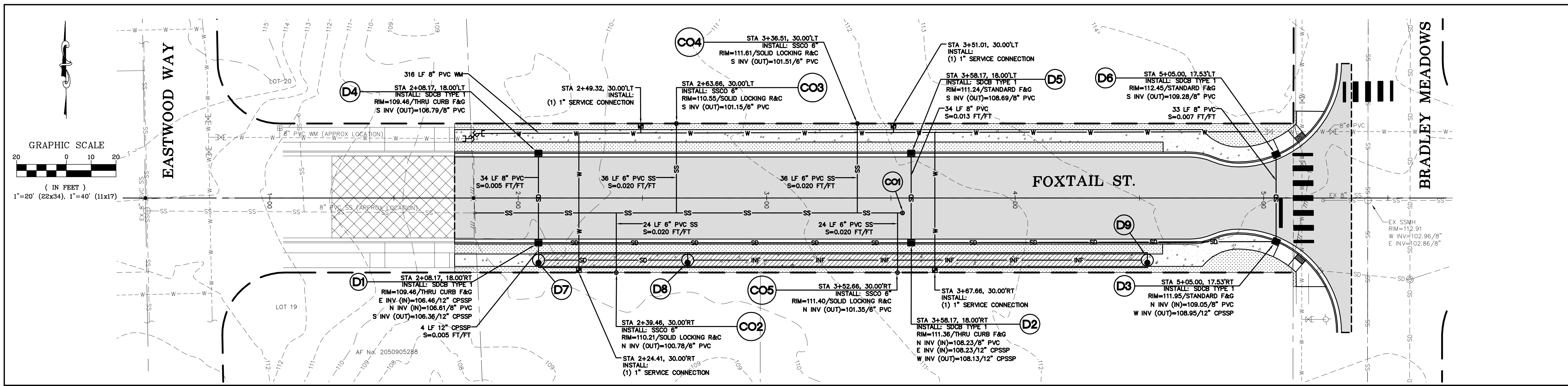
# REDESIGN



## LEGEND

-  = EXISTING TRAIL
-  = PROPOSED TRAIL CONNECTION
-  = FUTURE TRAIL





<b>PRELIMINARY</b>	DESIGNED BY IDH/DLE	<b>R&amp;E</b> Reichhardt & Ebe ENGINEERING INC P.O. Box 978   423 Front Street Lynden, WA 98264 (360) 354-3687	NO.	DATE	DESCRIPTION	BY	CITY OF LYNDEN 300 4TH ST. LYNDEN, WA 98264	FOXTAIL ST. GAP ELIMINATION  PLAN AND PROFILE	DWG 19009 PROBASE		DATE 9/11/19
	DRAWN BY IDH/DLE		NO.	DATE	DESCRIPTION	BY			JOB# 19009	SCALE H: 1"=20' V: 1"=2'	SHEET 1 of 1
CHECKED BY IDH											



### 13.28.180 - City Creation of Assessment Reimbursement Area.

As an alternative to financing Utility or street system improvements in whole or in part by a developer, the city may create an assessment reimbursement area on its own initiative, without the participation of a developer, finance all of the costs associated with a utility or street system improvement, and become the sole beneficiary of reimbursements in accordance with RCW 35.91 and RCW 35.72 respectively. The process shall be as follows:

- A. The public works director shall formulate the boundaries of a preliminary assessment reimbursement area and determine the amount of the preliminary assessment applicable to each property located within the preliminary assessment reimbursement area in accordance with Section 13.28.050, subject to the following limitations:
  1. No city costs for any portion of the utility system improvements that only benefit property outside of the assessment reimbursement area may be reimbursed. For utility system improvements, city administrative and legal costs may not be reimbursed.
  2. The city may be reimbursed only for the costs of street system improvements that benefit that portion of the public who will use the developments within the assessment reimbursement area. No city costs for improvements that benefit the general public may be reimbursed.
  3. The public works department shall provide notice of its preliminary determination to all owners of record of property located within the preliminary assessment reimbursement area in accordance with Section 13.28.060.
  4. Owners of record of property located within the preliminary assessment reimbursement area may contest the public works department's preliminary determinations in accordance with Section 13.28.060.
- B. Based upon staff's preliminary determination, if no hearing is requested, or based upon city council's determination, if a hearing is requested, the public works department shall prepare and record a notice of assessment against each property in the county auditor's office. Upon recording of the notice, the assessment shall be binding upon the property and shall run with the land in perpetuity until paid. The term limits contained in Section 13.28.100 shall not apply to latecomer assessments established under this subsection.
- C. Assessments shall be paid to the city as follows:
  1. Assessments for street system improvements shall be paid prior to the development or redevelopment of property if at the time of development or redevelopment the owner is not required to install similar street improvements because they were already installed by the city. For example, for subdivisions, assessments shall be paid prior to the final plat approval; for building permit applications, assessments shall be paid prior to building permit issuance.
  2. Assessments for utility system improvements shall be paid prior to connection to or use of the utility system improvements.
  3. Upon receipt of payment in full, the city shall record a notice of release of assessments in the county auditor's office. Recording costs shall be paid in advance by the property owner assessed.
  4. Assessments may be determined and recorded at any time prior to or after completion of construction of the improvements.
  5. If the recorded assessment amounts were determined prior to completion of construction based upon estimated costs, the City shall subsequently prepare revised notices of assessment based upon actual costs following completion of construction; provided, that assessments shall not be increased by more than ten percent. The revised notices shall be

sent by certified mail to each owner of record of property within the assessment reimbursement area and recorded in the county auditor's office.

(Ord. No. 1572, § 1, 1-22-2019)

### Features

- Onsite Septic System
- ▨ Road Extension
- Sewer & Water Assessment
- ▨ Possible Assessment Area

Properties all in RMD (max. density 8 units/acre)



N

Feet

0 100 200