

CITY OF LYNDEN

CITY COUNCIL



City Council - Regular Meeting
City Hall - 300 Fourth Street
September 18, 2023

Call to Order

Roll Call

Pledge of Allegiance

Oath of Office

Summary Reports and Presentations

1. Legislative Update - Briahna Murray

Approval of Minutes

2. Draft Council Minutes – August 21, 2023

Citizen Comment

Consent Agenda

3. Approval of Payroll and Claims
4. RES-23-1080 Request to Cancel Checks
5. ORD-23-1673 Amendment to the 2023 Budget
6. Set the Public Hearing for a Parking Agreement with P2H, LLC

Public Hearing

Unfinished Business

New Business

Reports

7. Draft Parks Committee Minutes August 21, 2023

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 5, 2023	
Name of Agenda Item:	Draft Council Minutes – August 21, 2023	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: N/A
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes – August 21, 2023	
Summary Statement:	Draft Council Minutes for Council review and possible approval.	
Recommended Action:	Review and approve draft minutes.	

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



September 5, 2023

1. CALL TO ORDER

Mayor Korthuis called to order the September 5, 2023 regular session of the Lynden city council at 7:00 p.m. in the city's council chambers.

PLEDGE OF ALLEGIENCE

ROLL CALL

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

Members absent: Councilor Wohlrab absent with notice.

Staff present: Fire Chief Mark Billmire, Public Works Director Jon Hutchings, and City Clerk Pam Brown.

OATH OF OFFICE – None.

SUMMARY REPORTS AND PRESENTATIONS

APPROVAL OF MINUTES

Councilor Kuiken moved, and Councilor Bode seconded to approve the August 21, 2023, regular council meeting minutes. Motion approved on 6-0 vote.

CITIZEN COMMENT

Cynthia Ripke-Kutsagoitz, Guide Meridian, Lynden

- Labor Day events
- Appreciation of labor unions
- Suicide Awareness Month
- September 11 prayer vigil at Lynden's Centennial Park

Cutzi Jobes, Kok Road, Lynden

Ms. Jobes stated her belief that the fluoride that is added to the city water is toxic and asked council to consider removing fluoride from city water.

CITY OF LYNDEN



CITY COUNCIL
MINUTES OF REGULAR MEETING

2. CONSENT AGENDA

Payroll Liability for August 27 through September 9, 2023

EFT & Other Liabilities

Non-L&I Liabilities

Monthly EFT	\$407,853.12
Check Liability	\$0.00
Total Non-L&I Liabilities	\$407,853.12
Quarterly Liabilities	\$12,859.87
Total EFT & Other Liabilities	\$420,712.99

Approval of Claims – September 6, 2023

Manual Warrants No.	=	through	=		\$0.00
EFT Payment					
Pre-Pays					\$0.00
				Sub Total	
				Pre-Pays	\$0.00
Voucher Warrants No.	<u>28235</u>	through	<u>28309</u>		\$205,977.58
EFT Payments					<u>\$739,508.28</u>
				Sub Total	\$945,485.86
				Total	
				Accts. Payable	\$945,485.86

1966 Fire Panel Truck Museum Loan Agreement
Berthusen House Lease Agreement – Abner and Abbey Drury-Perez
Award Bid for Guild Meridian Sewer Main

Motion made by Councilor Bode seconded by Councilor Strengholt to approve the consent agenda as presented. Motion approved on 6-0 vote.

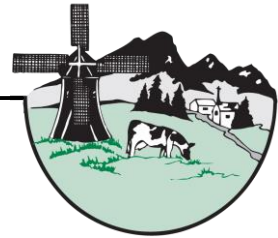
3. PUBLIC HEARING – None.

4. UNFINISHED BUSINESS – None.

5. NEW BUSINESS – None.

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



6. REPORTS

Gary Vis reporting for the Chamber of Commerce regarding:

- Ten groups (2-6 ppl) of visitors per day have visited the Chamber's Visitor Center throughout this summer. Roughly 2% of people who visit an area come to the visitor's center.
- Canadian visitors are returning.
- Events, including the NW WA Fair have been well attended, maybe down a little because of the heat. Church service was well attended at the NW WA Fair.
- Social media outreach marketing at approximately 125,000.
- Upcoming events include the Lynden Music Festival and the Whiskey Walk.
- Heritage Museum is doing some more marketing and it seems to be successful.
- Retailers seem to struggle a little bit, probably because of increased cost of supplies.
- The number of restaurants in the area seems to be a little bit high.
- NW WA Fair had a food drive which was a tremendous success, gathering just over 5.5 tons of food.

Councilor Lenssen reporting for the Community Development Committee regarding discussion of:

- House Bill 1042 and a request to implement some zoning changes sooner than the Department of Commerce recommendations.
- The Special Event permit, and a proposal which establishes a four-tier system.
- Community Development Year 2024 Budget requests that includes a major software system which is expected to expedite permit processing.
- Scheduled discussion on patios and enclosed porches at the September 20th CDC Committee meeting.

Councilor Strengholt informed council that the Finance Committee will be reviewing budget requests from the satellite committees at their next scheduled meeting on September 18th.

Gary Vis, Chamber Director reported that there was a traffic accident involving pedestrians. There were two troublesome items which may have contributed to the accident. A streetlight was out and had been reported 30 days prior to the beginning of the NW WA Fair and it had not been repaired. Mr. Vis would like to see establishment of a process that documents when these types of repairs are requested and when the repairs take place. Mr. Vis also discussed the vendors that set up displays on street corners and how it is not in alignment with city code.

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



7. EXECUTIVE SESSION

The Council did not hold an executive session.

8. ADJOURNMENT

September 5, 2023, regular session of the Lynden city council adjourned at 7:45 p.m.

Pamela D. Brown, City Clerk

Scott Korthuis, Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 18, 2023	
Name of Agenda Item:	Approval of Payroll and Claims	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Approval of Payroll and Claims	
Recommended Action:	Approval of Payroll and Claims	

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 18, 2023	
Name of Agenda Item:	RES-23-1080 Request to Cancel Checks	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
RES-23-1080 Copy of cancellation memo.		
Summary Statement:		
<p>RCW 39.56.040 states that any registered or interest bearing warrants of any municipal corporation not presented within one year of the date of their call, or other warrants not presented within one year of their issue, shall be canceled by passage of a resolution of the governing body of the municipal corporation, and upon notice of the passage of such resolution the auditor of the municipal corporation and the treasurer of the municipal corporation shall transfer all records of such warrants so as to leave the funds as is such warrants had never been issued; and</p> <p>RCW 35A.40.020 provides code cities with the ability to pay claims via warrant or check and additionally states: "Wherever in this title, reference is made to warrants, such term shall include checks where authorized by this section."</p> <p>Checks Numbering: 27356, 27419, 27533, 27798, 27988, and 28105 have not and will not be presented for payment; and should be canceled.</p>		
Recommended Action:		
The City Council give consent approval of RES-23-1080 and authorize the Mayor's signature.		

RESOLUTION NO. RES-23-1080

A RESOLUTION BY THE CITY OF LYNDEN, WASHINGTON
REQUESTING THE CANCELLATION
OF WARRANTS OR CHECKS

WHEREAS, RCW 39.56.040 states that any registered or interest bearing warrants of any municipal corporation not presented within one year of the date of their call, or other warrants not presented within one year of their issue, shall be canceled by passage of a resolution of the governing body of the municipal corporation, and upon notice of the passage of such resolution the auditor of the municipal corporation and the treasurer of the municipal corporation shall transfer all records of such warrants so as to leave the funds as is such warrants had never been issued; and

WHEREAS, RCW 35A.40.020 provides code cities with the ability to pay claims via warrant or check and additionally states: "Wherever in this title, reference is made to warrants, such term shall include checks where authorized by this section."

WHEREAS, it has been brought to the attention of the City Council that Checks numbering: 27356, 27419, 27533, 27798, 27988, and 28105 have not and will not be presented for payment; and

WHEREAS, documentation has been provided that the payment due was paid on an invoice; and

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Lynden as follows:

Section A: That the following checks: #27356 for \$93.17; #27419 for \$169.73; #27533 for \$1,180.68; #27798 for \$189.68; #27988 for\$ 4,384.04; and #28105 for \$256.60 be cancelled.

Section B: 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, subsection, sentence, clause and phrase thereof, irrespective of the fact than any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this resolution should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

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

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, ____ IN FAVOR ____ AGAINST AND SIGNED BY THE MAYOR THIS ____ DAY OF SEPTEMBER 2023.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF LYNDEN

300 4th Street
Lynden, WA 98264



August 30, 2023

Dear Anthony,

The following checks need to be voided:

- Check #27356 5/16/2023 \$93.17
 - Vendor #5224 Northern Contractors LLC C/O BECU

- Check #27419 6/6/2023 \$169.73
 - Vendor #5107 Bellingham Lock & Safe

- Check #27533 6/6/2023 \$1,180.68
 - Vendor #4844 G.W. INC.

- Check #27798 7/5/2023 \$189.68
 - Vendor #3061 Jack W. Foster

- Check #27988 8/2/2023 \$4,384.04
 - Check on Demand Washington State Treasurer

- Check #28105 8/8/2023 \$256.60
 - Vendor #3035 Vander Giessen Nursery Inc.

Please approve these voids through City Council.

Thank you,

A handwritten signature in blue ink, appearing to read 'Fritzie Elton', is written over the 'Thank you,' text.

Fritzie Elton
Accounting Technician-A/P
Finance Department

CITY OF LYNDEN

EXECUTIVE SUMMARY - FINANCE



Meeting Date:	September 18, 2023																		
Name of Agenda Item:	ORD-23-1673 Amendment to the 2023 Budget																		
Section of Agenda:	Consent																		
Department:	Finance																		
Council Committee Review:	<table border="0"> <tr> <td><input type="checkbox"/> Community Development</td> <td><input type="checkbox"/> Public Safety</td> <td colspan="2"></td> </tr> <tr> <td><input checked="" type="checkbox"/> Finance</td> <td><input type="checkbox"/> Public Works</td> <td colspan="2"></td> </tr> <tr> <td><input type="checkbox"/> Parks</td> <td><input type="checkbox"/> Other: _____</td> <td colspan="2"></td> </tr> </table>			<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety			<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Public Works			<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____						
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety																		
<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Public Works																		
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____																		
Legal Review:	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required																		
Attachments:																			
ORD-23-1673 Amendment to the 2023 Budget																			
Summary Statement:																			
<p>2023 Budget Amendment:</p> <p>As required by State regulations, the Finance Department is proposing an amendment to the 2023 Budget. Additional transfers out of these funds have resulted in expenditures requiring an increase to the budget in Funds 357, 432 and 433</p> <p>The amendment reflects Council authorized transactions. The following Funds need to be modified:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th></th> <th style="text-align: right;">Adopted Budget</th> <th style="text-align: right;">Amended Budget</th> <th style="text-align: right;">Variance</th> </tr> </thead> <tbody> <tr> <td>Fund 357 Public Safety Capital</td> <td style="text-align: right;">\$1,075,000</td> <td style="text-align: right;">\$1,200,000</td> <td style="text-align: right;">\$125,000</td> </tr> <tr> <td>Fund 432 Revenue Bond 2017B</td> <td style="text-align: right;">\$132,613</td> <td style="text-align: right;">\$370,000</td> <td style="text-align: right;">\$237,387</td> </tr> <tr> <td>Fund 433 Guaranty Bond 2017B</td> <td style="text-align: right;">\$15,900</td> <td style="text-align: right;">\$16,100</td> <td style="text-align: right;">\$200</td> </tr> </tbody> </table> <p>The Finance Committee has reviewed and approved this amendment in their September 18, 2023 meeting.</p>					Adopted Budget	Amended Budget	Variance	Fund 357 Public Safety Capital	\$1,075,000	\$1,200,000	\$125,000	Fund 432 Revenue Bond 2017B	\$132,613	\$370,000	\$237,387	Fund 433 Guaranty Bond 2017B	\$15,900	\$16,100	\$200
	Adopted Budget	Amended Budget	Variance																
Fund 357 Public Safety Capital	\$1,075,000	\$1,200,000	\$125,000																
Fund 432 Revenue Bond 2017B	\$132,613	\$370,000	\$237,387																
Fund 433 Guaranty Bond 2017B	\$15,900	\$16,100	\$200																
Recommended Action:																			
To approve ORD-23-1673 as written and authorize the Mayor's signature.																			

ORDINANCE NO. ORD-23-1673

**AN ORDINANCE FOR THE CITY OF LYNDEN, WASHINGTON
AMENDING THE 2023 BUDGET
FOR THE CITY OF LYNDEN, WASHINGTON**

WHEREAS, the budget of the City of Lynden for the year 2023 has been heretofore adopted by the City Council of the City of Lynden ("City"); and

WHEREAS, certain funds have been received, and expenses incurred, which were not included when the budget was adopted; and

WHEREAS, the City Council of the City of Lynden has considered this change and has fixed and determined the separate items thereof,

NOW, THEREFORE, the City of Lynden does ordain as follows:

Section A. That the final 2023 budget be and the same is hereby amended and that the appropriation totals of the 2023 Budget are changed as follows:

	Adopted Budget	Amended Budget	Variance
Fund 357 Public Safety Capital	\$1,075,000	\$1,200,000	\$125,000
Fund 432 Revenue Bond 2017B	\$132,613	\$370,000	\$237,387
Fund 433 Guaranty Bond 2017B	\$15,900	\$16,100	\$200

Section B. If any section, subsection, sentence, clause of 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.

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

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

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, _____ IN FAVOR
_____ AGAINST AND SIGNED BY THE MAYOR THIS _____ DAY OF SEPTEMBER, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 18, 2023	
Name of Agenda Item:	Set the Public Hearing for a Parking Agreement with P2H, LLC	
Section of Agenda:	Consent	
Department:	Public Works Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Draft Agreement with Exhibits	
Summary Statement:	<p>P2H, LLC, a property owner within the Historic Business District, is proposing to enter into an agreement with the City of Lynden which would allow residents of the three apartment units proposed above their first floor business to park in city-owned parking lots.</p> <p>Although new residential units created within the HBD are only required to provide one on-site parking stall per unit, in this case, there is no on-site opportunity as the existing building is built to the full extent of the lot.</p> <p>The agreement was discussed in Public Works Committee. The resulting document details the license and terms. This agreement is slated for public hearing and Council consideration on October 2, 2023.</p>	
Recommended Action:	Motion to set the public hearing date of October 2, 2023, for a shared parking agreement between P2H, LLC and the City of Lynden.	

After recording return document to:
ROBERT A. CARMICHAEL
CARMICHAEL CLARK, P.S.
P.O. BOX 5226
BELLINGHAM, WA 98227

DOCUMENT TITLE:
SHARED PARKING AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR:
CITY OF LYNDEN, a Washington municipal corporation

GRANTEE:
P2H, LLC, a Washington limited liability company

ABBREVIATED LEGAL DESCRIPTION(S):
LOT 3, BLK 11, SUPPLEMENTAL AND CORRECTED PLAT OF LYNDEN
LOT 1 & PTN LOT 2, BLOCK 9; PTNS LOTS 3-4, BLOCK 10; AND LOT 1 AND PTN LOT 2, BLOCK 12, ALL OF
SUPPLMNTL & CORRECTED PLAT OF LYNDEN

Full legal at page 11 & 12 hereto.

ASSESSOR'S TAX PARCEL NUMBER(S):
400320 303322 0000
400320 322333 0000
400320 202260 0000
400320 240304 0000

AGREEMENT FOR SHARED PARKING

This agreement for shared parking (“Agreement”) is made and entered into this ___ day of _____ 2023, by and between the City of Lynden, a municipal corporation organized under the laws of the state of Washington (“City” or “Lynden”) and P2H, LLC, a limited liability company, organized under the laws of the state of Washington.

WHEREAS, the Vision Policies within the City Comprehensive Plan promotes cooperation between business owners, citizens and city officials to encourage economic vitality in the City; and

WHEREAS, the City Downtown Development Plan calls for economic enhancement of the Historic Business District of Lynden by encouraging diversity and mixed uses, improving economics for business owners, encouraging joint public/private partnerships, making the Historic Business District attractive to visitors, and increasing the community’s tax base; and

WHEREAS, P2H, LLC is in the process of adding three (3) residential units in the downtown Historic Business District at the property legally described in Exhibit A (“Property”); and

WHEREAS, the Property is benefited by this Agreement; and

WHEREAS, the Property, per Lynden Municipal Code 19.51.160, is required to provide one on-site parking stall per residential unit; and

WHEREAS, the Property is dominated by the existing structure with no reasonable ability to provide on-site parking; and

WHEREAS, the City owns property currently used for parking in the vicinity of the Property, for which it has excess capacity; and

WHEREAS, City-owned properties currently used for parking within 300 feet of the Property and burdened by this agreement, are legally described in Exhibit B attached hereto and depicted in Exhibit C (“City Parking Properties”); and

WHEREAS, parking for retail and professional services during peak business hours and parking for the residences in off-peak hours can be complementary uses rather than competing uses; and

WHEREAS, current use patterns have demonstrated a capacity for additional parking use in off-peak hours; and

WHEREAS, the residential units within the Historic Business District will generate additional customers within walking distance of downtown business; and

WHEREAS, the City intends to issue to residents of the Property parking permits to manage and enforce the rights and privileges created by the license the City grants P2H, LLC herein; and

WHEREAS, in particular, the City intends to issue up to three (3) permits pursuant to the license (“License- Based Permits” or “Permits”); and

WHEREAS, each Permit shall allow its holder to park one (1) vehicle in one (1) parking space, consistent with the terms herein; and

WHEREAS, the foregoing recitals are a material part of this Agreement;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

I. License

- A. Grant of License: The City hereby grants P2H, LLC a license for ingress and egress over City Parking Properties, and non-exclusive possession for purposes of parking, of three (3) automobile parking stalls on City Parking Properties (“License”). The License shall be terminable or revocable only as set forth herein and shall be assigned by P2H, LLC only as set forth herein.
- B. Consideration: The consideration for this License shall be the annual Permit Fee described in Section II(C)(ii), which must be timely paid to maintain the Permits in good standing.
- C. Number of Permits: Up to a maximum of three (3) License-Based Permits shall be issued pursuant to this License.
- D. Termination of License and License-Based Permits. The City may, at its sole option, refuse to re-issue or renew some or all of the three (3) License-Based Permits, without cause, when said Permits become due for annual renewal. If the City intends to exercise this termination option, it shall inform P2H, LLC in writing at least one hundred eighty (180) days in advance. If the City refuses to re-issue or renew all three (3) License-Based permits, the License granted under subsection A herein shall be terminated.

II. Additional Terms

A. Scope. This Agreement allows residents of the Property in possession of a valid and unexpired Permit the right to park on the City Parking Properties, to accommodate up to three (3) residential units as described herein:

i. Scope of Parking. The Permits will allow residents of the Property to park vehicles overnight and as needed on the City Parking Properties for residential use. The use of the City Parking Properties by residents is subordinate to the City's use of the City Parking Properties and may be temporarily suspended on an as-needed bases, such as to accommodate the City's special event permits which utilize City parking lots, and development, maintenance, repair, or snow clearing of the City Parking Properties. Neither this Agreement nor the Permits are intended to grant or assign any particular parking spot(s) on City Parking Properties or provide a right to park on a particular lot designated as one of the City Parking Properties. This Agreement and the Permits do not expand the privileges of the residents of the Property at any other parking location, including street parking.

ii. Nonexclusive Use. Subject to the terms herein, this Agreement grants P2H, LLC nonexclusive use of the City Parking Properties. The City reserves the right to use the City Parking Properties as it sees fit and reserves the right to grant other licenses, easements, and parking permits for the City Parking Properties without notice to P2H, LLC. This Agreement does not guarantee such parking will be available to Permit holders at the designated City Parking Properties at any given time, nor does it provide P2H, LLC or their residents with the right to remove or cause the removal of vehicles parked at the City Parking Properties.

iii. Lot at 324 Front Street (4th Street Parking Lot): The Lot located at 324 Front Street is to be the Primary Parking for residents of the Property with valid Permits. Other City Parking Properties described at Exhibit B

and depicted at Exhibit C shall be used only when this primary parking lot is in use or otherwise has limited availability. Parking availability may be limited when these parking lots accommodate the City's special event permits, development, maintenance, repair, or snow clearing of City Properties.

- iv. Applicability of Lynden Municipal Code and Additional Prohibitions. This Agreement and the Permits do not exempt Permit holders from conforming to the Lynden Municipal Code and any other City rules or restrictions on parking on City Parking Properties as they exist now or in the future, except as otherwise specifically stated in this Agreement. Permit holders are prohibited from conducting any type of vehicle cleaning, maintenance, or repair while parked in City Parking Properties.
- B. Addition or Removal of City Parking Properties from this Agreement. The City may permanently remove any one City Parking Property from this Agreement by notifying P2H, LLC in writing. No prior notice of such removal is required. The City may permanently remove a second City Parking Property from this Agreement within 180 days' prior written notice to P2H, LLC. The Parties anticipate that they may amend this Agreement to add additional city-owned parking lots to the City Parking Properties or to swap a city-owned parking lot not included in this Agreement for one of the City Parking Properties.
- C. Parking Permits-Issuance, Use and Termination.
 - i. Permits issued annually. Upon receipt of the annual fees due, the City shall annually issue the Permit to P2H, LLC to distribute to owners and/or renters of units with the Property. Prior to issuance of the Permits, P2H, LLC shall provide the City the name of each resident to be issued a License-Based Permit.
 - ii. Fee for Permits: An annual fee for a Historic Business District residential parking permit, established by City ordinance and subject to annual review and adjustment, will be due at the time of issuance. The initial

annual fee will be two hundred and forty dollars (\$240.00) per License-Based Permit.

- iii. Permit Use: Valid Permits must be displayed in the vehicles parking overnight in the City Parking Properties. Permits shall only be used by the resident to which it was issued and shall not be used by third parties. Permits found to be used by third parties who are not residents of the Property shall be subject to City action under subsections (C)(iv) and (C)(v) herein. Vehicles displaying expired Permits or vehicles parking overnight in parking areas not included in this Agreement will be subject to parking enforcement.
- iv. Suspension and Revocation of License-Based Permits and Termination of License for Cause. In the event that the City believes P2H, LLC or a License-Based Permit holder has improperly used any Permits issued under grant of the License, the City agrees to contact P2H, LLC. Should such Permit-related issues not be resolved to the City’s satisfaction, the City may in its sole discretion temporarily suspend or permanently revoke the License-Based Permit(s) without issuing a refund of the Permit fee. In the event of such a Permit revocation, the City may in its discretion terminate the License upon which said Permit was granted, effective upon providing written notice thereof to P2H, LLC.
- v. Termination of License-Based Permits Without Cause. The City may in its sole discretion decline to renew or re-issue up to all three (3) of the Permits issued pursuant to the grant of License, as set forth in Section I.D herein.
- vi. Extinguishment of Recorded License. Upon termination of the License authorizing issuance of License-Based Permits, the City may record an extinguishment of the License with the County Auditor.

D. Term. The term of this Agreement initiates upon issuance of the initial certificate of occupancy for residential use at the Property.

E. Indemnification. P2H, LLC. shall fully indemnify and hold the City harmless for

any claims, losses, liabilities, damages, and expenses (including reasonable attorney’s fees) arising out of the ingress, egress, use or occupation of one or more of the City Parking Properties by an owner, employee, resident, invitee of the resident, agent, contractor, or subcontractor of the owner or operation of the P2H, LLC. or by any person doing business with P2H and other commercial or non-profit tenants located at the Property.

F. Insurance. P2H, LLC shall maintain, at its own expense, for the benefit of itself and the City, insurance against liability for property damage or loss and against liability for personal injury or death, arising from acts or omissions of P2H, LLC, its owners, agents, subcontractors, employees, tenants, residents, and invitees or guests of tenants or residents. Prior to commencement of this Agreement, P2H, LLC, shall deliver to the City certificates or binders evidencing the existence of the insurance required herein. Such policy or policies shall name the City as an additional insured, and shall contain a provision whereby the City must receive at least thirty (30) days’ prior written notice of any cancellation or reduction in P2H, LLC’s insurance coverage. In addition, should P2H, LLC be notified or have reason to expect a termination or cancellation action by its insurance company, P2H, LLC will provide the City with at least thirty (30) days advance written notice. Any reduction or cancellation in the coverage or limits shown here, or any failure to provide proof of the required insurance or to timely provide the notice required herein shall constitute a material breach of this Agreement and be cause for immediate termination of this Agreement and the License granted herein, and immediate revocation of all Permits used.

P2H, LLC shall possess the following insurance with coverage amounts not less than as specified below:

General and Excess Liability	\$ One Million per occurrence/ \$ Two Million aggregate
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G. Notice: All notices or demands to be given by any Party to any other Party pursuant to this Agreement shall be deposited in the United States mail, postage prepaid, by first-class mail and addressed to:

P2H, LLC.
7122 287th Pl. NW.
Stanwood, WA 98292

CITY OF LYNDEN
Attn: Public Works Director
300 4th Street
Lynden WA 98264

Notices and demands sent by mail shall be deemed to have been given and delivered when property mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

- H. Non-Waiver of Breach. 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.
- I. Governing Law and Venue. Any dispute arising out of this Agreement shall be governed by the laws of the State of Washington. The venue shall be in Whatcom County Superior Court.
- J. All Remedies at Law and Equity Available. In the event of a breach of this Agreement, all remedies in law and equity shall be available to the Parties, including the remedy of specific performance.
- K. Attorney's Fees and Costs. In the event of any cause of action or litigation arising out of an alleged breach of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the other Party.
- L. Complete Agreement; Modification in Writing. This Agreement constitutes the entire agreement as to the matters contained herein. No oral or written statements shall be considered a part of this License unless expressly incorporated herein in writing. This Agreement may not be modified or amended except by the written agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date specified above.

CITY OF LYNDEN

P2H, LLC:

By: Scott Korthuis
Its: Mayor

By: Robert Hicks
Its: Managing Member

DRAFT

STATE OF WASHINGTON)
)§
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that SCOTT KORTHUIS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MAYOR of the CITY OF LYNDEN to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington. My Commission expires _____.

STATE OF WASHINGTON)
)§
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that ROBERT HICKS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGING MEMBER of P2H, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington. My Commission expires _____.

**EXHIBIT A
BENEFITTED PROPERTY**

Parcel Number 400320 303322 0000

The East half of the South half of Lot 3, Block 11, "Supplemental and Corrected Plat of Lynden," Whatcom County, Washington, as per the map thereof, recorded in Book 3 of Plats, page 48, in the Auditor's Office of said county and state, also the Westerly 15 feet of the Southerly 140 feet of Lot 4, Block 11, "Supplemental and Corrected Plat of Lynden," Whatcom County, Washington, as per the map thereof, recorded in Book 3 of Plats, page 48, in the Auditor's Office of said county and state.

Situate in Whatcom County, Washington

DRAFT

**EXHIBIT B
CITY PARKING PROPERTIES**

PRIMARY PARKING:

324 Front Street (4th Street Parking Lot) – Parcel Number 400320 322333 0000

All of Lot 1 together with the west half of Lot 2 in Block 12 of the “Supplemental and Corrected Plat of Lynden,” as per the map thereof recorded in Book 3 of Plats, Page 48, in the Auditor’s Office of Whatcom County, Washington. Being within Section 20, Township 40 North, Range 3 East of W.M.

Situate in Whatcom County, Washington.

SUPPLEMENTAL PARKING:

618 Front Street (7th Street Parking Lot) – Parcel Number 400320 202260 0000

Lots 1 and 2 of Block 9, except the easterly 2 feet of said Lot 2 of the “Supplemental and Corrected Plat of Lynden,” as per the map thereof recorded in Book 3 of Plats, Page 48, in the Auditor’s Office of Whatcom County, Washington. Being within Section 20, Township 40 North, Range 3 East of W.M. Together with rights in a party wall agreement recorded in Volume 240 of Deeds, Page 79.

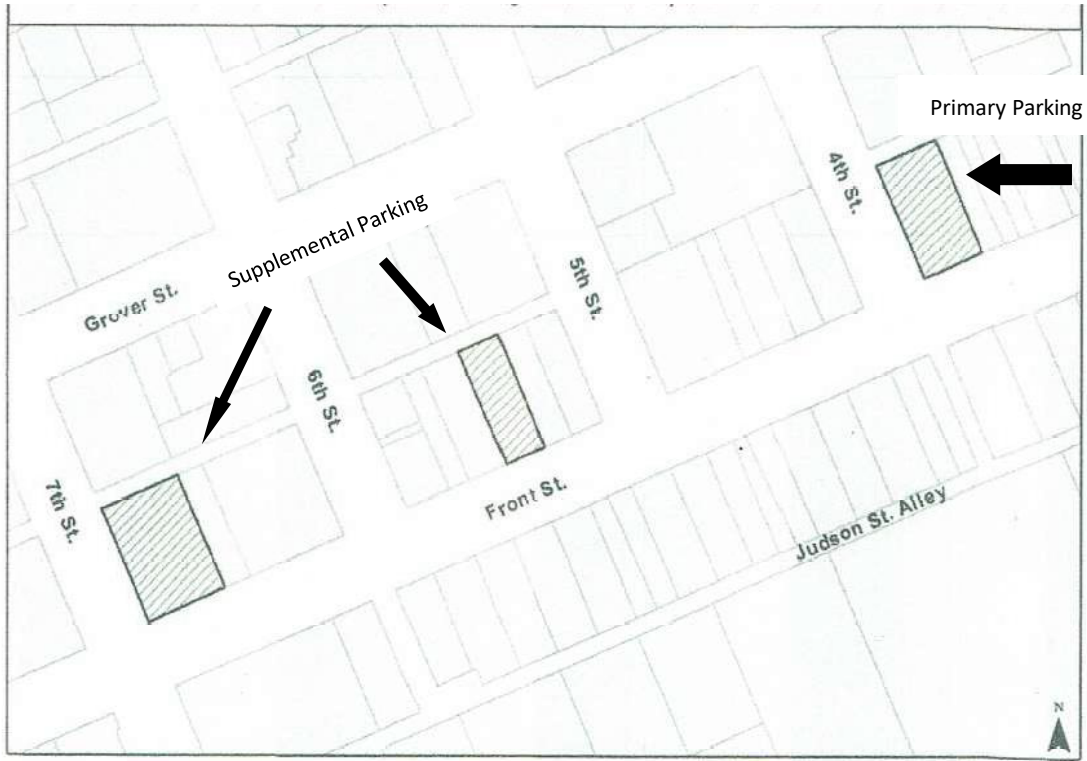
Situate in Whatcom County, Washington.

Parking Lot between 5th and 6th Streets – Parcel Number 400320 240304 0000

The East 25 feet of Lot 3 together with the west 25 feet of Lot 4 in Block 10 of the “Supplemental and Corrected Plat of Lynden,” as per the map thereof recorded in Book 3 of Plats, Page 48, in the Auditor’s Office of Whatcom County, Washington. Being within Section 20, Township 40 North, Range 3 East of W.M.

Situate in Whatcom County, Washington.

**EXHIBIT B
CITY OWNED PARKING PROPERTIES**



DRAFT

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 18, 2023,	
Name of Agenda Item:	Draft Parks Committee Minutes August 21, 2023,	
Section of Agenda:	Other Business	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
ES-Draft Parks Committee Minutes August 21, 2023		
Summary Statement:		
See Next page		
Recommended Action:		
For Council Review		



**PARKS COMMITTEE
MEETING Minutes
August 21, 2023**

1. ROLL CALL:

Members Present: Mayor Scott Korthuis, Councilors; Ron DeValois, and Nick Laninga

Staff Present: City Administrator; John Williams, Parks Director Brent DeRuyter, and Parks Admin. Assistant Nancy Norris.

Guest: Park & Rec. Commissioner Bob Johnson

2. ACTION ITEMS:

Approval of Parks Committee Minutes- July 17, 2023

Laninga motioned to approve the July 17, 2023, minutes DeValois approved the motion.

Action: The Parks Committee Minutes from July 17, 2023, were approved.

3. INFORMATION ITEMS:

A. SHKS Information on Benson Barn

Made final decisions on scope and are awaiting modified plans. As of today, there has been no response from SHKS.

B. Updates on Parks and Trails projects

- **Benson Park**

SCJ Alliance has provided an updated graphic, but no numbers to this point. Preliminary bridge work is complete in the barn. Windmill -windows have been redone and the electrical is done.

- **Schoolyard**

Awaiting architectural plans for buildings and have ordered new water meter.

- **Trails**

Depot-8th St. construction is ahead of original schedule, modification needed for small section further upstream.

Temporary security fencing is installed on back of VGL property.

C. Civic Rec

Training/Data Entry continues as fall season approaches

Official Launch date has been pushed back until financial extract is complete.



D. Dickinson and Berthusen Property Upgrades

Berthusen House

Renovations are complete and outside party is preparing documentation to move into the Berthusen house. No further interest from City Employees to rent the Berthusen House.

Dickinson House

The staff has completed the rear stairway improvements at Dickinson house.

E. New Staff Update

Seasonal staff are starting to head back to college. Hopeful 3 out of 4 will return in 2024.

F. Budget Discussion

Director DeRuyter presented to the Parks Committee the Parks Dept needs for 2024,

Projects:

Dickinson_trails and signage on the upper section, City Park Road upgrades, City Park storage shed and Berthusen Park 2nd restroom. Outfield fence upgrades at Bender. Looking to replace the water meter with a 2nd line at Bender to increase watering times longer. Some bond money could be used for some projects and possible grant money for other projects.

Equipment needs: 1-ton pickup with hydraulic lift, new gator to replace the oldest on the fleet, and replace the oldest Tractor on the fleet.

Parks is pushing for Grant money for:

Park Maintenance – Grant (1-time no match) Max of \$100,000

COAF (Community Outdoor Athletic Facilities) Grant – Field Construction for Benson (1.2 million no match)

4. ITEMS ADDED

Meeting Adjourned: 4:58 PM.

NEXT MEETING-Monday, September 18, 2023