

CITY OF LYNDEN

CITY COUNCIL



City Council - Regular Meeting
City Hall - 300 Fourth Street
September 05, 2023

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Summary Reports and Presentations

Approval of Minutes

- [1.](#) Draft Council Minutes – August 21, 2023

Citizen Comment

Consent Agenda

- [2.](#) Approval of Payroll and Claims
- [3.](#) 1966 Fire Panel Truck Museum Loan Agreement
- [4.](#) Berthusen House Lease Agreement-Abner and Abbey Drury-Perez
- [5.](#) Award Bid for Guide Meridian Sewer Main

Public Hearing - None

Unfinished Business - None

New Business - None

Reports

- [6.](#) Community Development Committee Minutes of 8-23-23

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



August 21, 2023

1. CALL TO ORDER

Mayor Korthuis called to order the August 21, 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, Kyle Strengholt and Mark Wohlrab.

Members absent: None.

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

OATH OF OFFICE – None

SUMMARY REPORTS AND PRESENTATIONS

Mayor Korthuis presented the Department of Ecology's "Golden Plunger" award to Josh Libolt who accepted the award on behalf of the City of Lynden's Water and Wastewater staff.

APPROVAL OF MINUTES

Councilor Strengholt moved, and Councilor De Valois seconded to approve the August 7, 2023, regular council meeting minutes. Motion approved on 7-0 vote.

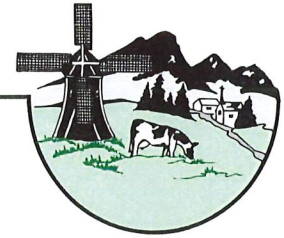
CITIZEN COMMENT

Cynthia Ripke-Kutsagoitz, Guide Meridian, Lynden

Some of Cynthia's comments concerned the following:

- Thankfulness for police presence at the NW WA Fair.
- Collection of signatures for SB 5599 initiative.
- Opposition to CRT (Critical Race Theory).

CITY OF LYNDEN



CITY COUNCIL
MINUTES OF REGULAR MEETING

2. CONSENT AGENDA

Payroll Liability for August 13 through August 26, 2023

EFT & Other Liabilities

Non-L&I Liabilities

Monthly EFT	\$587,833.05
Check Liability.....	\$0.00
Total Non-L&I Liabilities	\$587,838.05
Quarterly Liabilities	\$13,837.44
Total EFT & Other Liabilities	\$601,675.49

Approval of Claims – August 22, 2023

Manual Warrants No.	=	through	=		\$0.00
EFT Payment Pre-Pays					\$0.00
				Sub Total Pre-Pays	\$0.00
Voucher Warrants No.	<u>27867</u>	through	<u>27979</u>		\$1,655,788.80
EFT Payments					\$70,332.13
				Sub Total	\$1,726,120.93
				Total Accts. Payable	\$1,726,120.93

Award Bid for 3rd and main Street Intersection Overlay

Staff recently solicited bids for the 3rd and Main Street Intersection Overlay for the structural overlay of the intersection, extending down each intersection leg, and minor pedestrian ramp reconstruction. Work to be performed under this contract shall include the grinding and fiber reinforced asphalt overlay of the existing roadway, installation of traffic loops, and the replacement of pedestrian ramps. Three bids were received on July 27, 2023, as shown on the Bid Tabulation prepared by Reichhardt & Ebe.

The Public Works Committee at their August 9th meeting concurred to recommend award to Granite Construction Company, the lowest responsive and responsible bidder, in the amount of \$324,192.50, including Washington State Sales Tax. The Engineer’s Estimate was \$386,536.50.

Motion made by Councilor Bode seconded by Councilor Strengholt to approve the consent agenda as presented. Motion approved 7-0.

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CITY COUNCIL MINUTES OF REGULAR MEETING



3. PUBLIC HEARING

RES-23-1079 Agreement to Exchange Property for Pepin Creek Parkway ROW

Mountain Summit Ventures, LLC is proposing to develop approximately nine acres of property with RM-3 zoning into townhomes. This property is the first in the Pepin Creek Subarea to come forward for development after the approval of the Pepin Creek Subarea Plan. The property is also pivotal in that it provides the opportunity for the alignment and initial construction of Pepin Creek Parkway at Benson Road. This alignment is consistent with the option that instigated the city purchase of 8691 Benson Road.

As the subject property is relatively small and narrow and the 80-foot right-of-way for the Parkway is wider than a typical city street, staff and the developer are proposing a property exchange which would mitigate disproportional impacts by exchanging city owned property at the northern edge of the subject property for the right-of-way needed for Pepin Creek Parkway.

The city-owned property consists of a 48-foot-wide strip of the Benson Park property. Notably, this strip includes the intercept ditch which is used to protect the subject property from overland flow during specific wet-season weather events.

An agreement has been drafted for the Council to consider. It details the right-of-way dedication and property exchange and associated actions including the rezone of the exchanged property and the right-of-way grant.

Mayor Korthuis opened the public hearing at 7:10 p.m.
Dennis Farris, Bellingham, WA spoke in favor of RES-23-1079.
Mayor Korthuis closed the public hearing at 7:16 p.m.

Motion made by Councilor De Valois seconded by Councilor Laninga to approve Resolution 23-1079 and the associated agreement with Mountain Summit Ventures, LLC for the right-of-way dedication and property exchange needed for Pepin Creek Parkway running west and south from the intersection of Benson Road; and to authorize the Mayor's signature on the documents. Motion approved 7-0.

RES-23-1078-Design Standards Variance 23-01, Walnut Street

JWR Design, on behalf of Pacific Edge Builders, has applied for a Design Standards Variance related to improvements to a public right-of-way. Pacific Edge, a local developer/contractor, desires to construct a commercial building on a vacant lot at the terminus of Walnut Street, adjacent to the railroad tracks, addressed as 315 Walnut Street. Development here triggers a requirement to improve street frontage at the project's address that would include curb, gutter, sidewalk and paving of drive aisles. However, because the entire dead-end street is relatively unimproved the applicant is proposing an alternate standard.

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CITY COUNCIL MINUTES OF REGULAR MEETING



The application proposes to pave approximately 440 linear feet at 20 feet wide, centered on the 60-foot public right-of-way. This project would provide improvement along the entire street rather than meet a ¾ street standard improvement exclusively along the 70 feet of the property's frontage as required by code (Engineering Design and Development Standards Div 4.3 (C) and Table 4-1.). The project will preserve parking on both sides of the street and will not hinder existing access points. Initially a gravel pedestrian walkway was proposed with the variance application, but this was removed as it would be impractical and difficult to maintain with truck and vehicle traffic crossing and parking in the same area. The applicant also provided a cost estimate which indicated the varied standard would actually cost considerably more than the code-required standard.

The Technical Review Committee has completed a final report and recommendation to approve specific clarifications and conditions as detailed in Res 23-1078.

Mayor Korthuis opened the public hearing at 7:19 p.m.
Ian VanRy spoke in favor of RES-23-1078.
Mayor Korthuis closed the public hearing at 7:27 p.m.

Motion made by Councilor Bode seconded by Councilor De Valois to approve Resolution 23-1078 granting a Design Standards Variance 23-01 with specific conditions regarding paving and maintenance of Walnut Street and to authorize the Mayor's signature on the document. Motion approved 7-0.

4. UNFINISHED BUSINESS

RES-23-1076-Reconsideration of Text Amendment to LMC 19.22.030 RE Enclosing Patios

At the June 19 meeting the City Council heard but did not take action on an amendment to LMC 19.22 regarding the screening of covered patios. The Council indicated that additional review may be needed to reach a solution which would allow for a higher degree of enclosure while ensuring adequate ventilation. The Council voted to have the item reconsidered.

At the June 21 Community Development Committee meeting this directive was discussed and the Committee concluded that the reconsideration could be reviewed by the Community

Development Committee after staff edits. This item is slated to return to the Community Development Committee in September and subsequently to the City Council for review and decision. Resolution 23-1076 documents this decision.

Motion made by Councilor Lenssen seconded by Councilor De Valois to approve Resolution 23-1076 detailing reconsideration steps of a text amendment to LMC 19.22 regarding the screening and enclosing of covered residential patios within

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CITY COUNCIL MINUTES OF REGULAR MEETING



rear setbacks and to authorize the Mayor's signature on the document. Motion approved 7-0.

5. NEW BUSINESS

RES-23-1077-Support of Whatcom County Initiative Sales and Use Tax Proposition (Jail)

On Tuesday, November 7, 2023, Whatcom County voters will vote on an initiative to fund a new jail and behavioral health services. The proposition titled "PUBLIC HEALTH, SAFETY, AND JUSTICE SALES AND USE TAX," on the November 2023 general election ballot, would authorize a sales and use tax of two-tenths of one percent (20 cents per \$100) for costs associated with a new Whatcom County jail and other behavioral health, supportive housing, public safety, and criminal justice services. The city would commit a portion of its revenue from this sales tax to the construction of the new facility.

Motion made by Councilor Wohlrab seconded by Councilor Bode to adopt the resolution and authorize the Mayor to sign Resolution 23-1077. Motion approved 7-0.

ORD-23-1672- Fire Station LTGO Bond 2023

Resolution No.1032 was approved by Council on February 16, 2021. It provided for the establishment of an inter-fund loan from the Water Fund (F401) as interim financing for the Fire Station remodel project. The terms of Resolution No.1032 stated that the City, within three years, would need to establish a commercial loan as permanent funding and re-pay the inter-fund loan.

ORD-23-1672 establishes a longer-term Limited Tax General Obligation Bond (LTGO) through Peoples Bank here in Lynden as the long-term funding source required by Resolution No.1032. The amount of the Bond is \$2,200,000 for a term of 15 years at a fixed rate of 5.18%. The City's Bond Counsel K&L Gates and Finance Director have reviewed the terms of the Bond prior to its review by the Finance Committee on August 21, 2023. The Finance Committee agreed to the approval of the Bond in their August 21, 2023 meeting and forwarded the ORD-23-1672 to the full Council.

Motion made by Councilor Strengholt seconded by Councilor Kuiken to approve ORD-23-1672 as presented and authorize the Mayor's signature. Motion approved 7-0.

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CITY COUNCIL MINUTES OF REGULAR MEETING



6. REPORTS

Councilor Bode, Public Works Committee, reported discussion of the following:

- 3rd and Main Street Bid award.
- The need for a wastewater treatment plant capacity study.
- Cedar Drive pump station is not necessary.
- Fishtrap Creek erosion and trees in the creek.
- Studies involving fluoride in the city's water system.
- Crosswalk requests with emphasis on pedestrian safety.

Councilor Wohlrab, Public Safety Committee, reported discussion of the following:

- Fire department calls are up.
- Fire is awaiting decision on the award of a SAFER grant.
- Police department reports an increase in thefts.
- Police department is fully staffed.
- Police department is requesting a part-time position to work with evidence.
- A dozen or so members of the community commented on fireworks and the possibility of a ban or a decrease in the number of days that fireworks can legally be shot off.
- Past fireworks complaints in Lynden seem to be more of a noise complaint rather than an issue of safety.

Council Wohlrabe, chair of the Public Safety Committee stated that the fireworks issue will come to Public Safety again in September 2023. He asked Council and Staff for some guidance. The following was provided:

- Councilor Bode stated that banning fireworks does not work and the ban is not enforceable.
- Councilor De Valois would consider a reduction in the number of days fireworks can legally be used.
- Councilor Laninga is not in favor of a ban but would consider a reduction in the number of days fireworks can legally be used.
- Councilor Strengholt would like to see the ordinance remain as written and does not believe that banning fireworks will work or be enforceable.
- Community Development & Planning director Heidi Gudde suggested to Council that the City dedicate time and effort in educating the public on the days and times fireworks can legally be used. She stated that if people knew the parameters of fireworks use there would be better compliance.

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CITY COUNCIL MINUTES OF REGULAR MEETING



Councilor De Valois, Parks Committee, reported discussion of the following:

- Possibility that the scope of work on the Benson Barn may be scaled down due to enormous costs.
- Schoolyard Park water meters have been ordered. The architectural plans are in progress.
- The Depot to 8th Trail is ahead of schedule and there are some modifications.
- The updates to the Dickinson and Berthusen houses are completed.
- Park's seasonal staff will soon leave and head back to college which will leave full-time staff busy.

Councilor Strengholt, Finance Committee, reported discussion of the following:

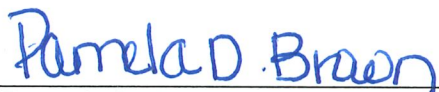
- Review of OT and sales tax.
- OT almost doubled from last month
- Sales tax was higher than last month and higher than July of last year.
- Reviewed the loan that was approved at this council meeting.
- General Fund is strong.
- Water Fund over budget.
- Sewer Fund under budget.
- Stormwater Fund under budget.
- Revenue through July is as expected or better.
- Expenditures are as expected.

7. EXECUTIVE SESSION

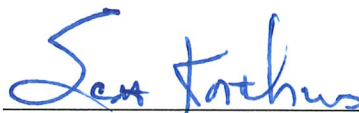
The Council did not hold an executive session.

8. ADJOURNMENT

August 21, 2023, regular session of the Lynden city council adjourned at 8:05 p.m.



Pamela D. Brown, City Clerk



Scott Korthuis, Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 5, 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	
Name of Agenda Item:	1966 Fire Panel Truck Museum Loan Agreement	
Section of Agenda:	Consent	
Department:	Fire	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: _____
		Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Fire Truck Loan Agreement	
Summary Statement:	<p>Due to the historical nature of the 1966 Panel Truck, it is of significant historical importance to the City and the citizens to preserve and retain the vehicle. After discussion with the Pioneer Museum, they are willing to display this vehicle alongside the Fire Engine already on loan at the museum.</p>	
Recommended Action:	For City Council to approve and authorize the Mayor to sign the agreement.	

FIRE TRUCK LOAN AGREEMENT

THIS **FIRE TRUCK LOAN AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of _____, 20____, by and between the CITY OF LYNDEN, a Washington municipal corporation (hereinafter “Lender” or “City”) and the LYNDEN HERITAGE FOUNDATION, a Washington nonprofit corporation (hereinafter “Borrower”). Lender and Borrower may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Lender is a Washington municipal corporation; and

WHEREAS, Borrower is a Washington nonprofit corporation which operates the Lynden Pioneer Museum; and

WHEREAS, Lender owns a 1966 Chevrolet 4PU (“Fire Truck”) that is surplus to the needs of the Lynden Fire Department; and

WHEREAS, Lender’s ownership of the Fire Truck is documented in a vehicle certificate of title issued by the Washington State Department of Licensing, a copy of which is attached hereto and fully incorporated herein as **Exhibit A**; and

WHEREAS, the Fire Truck has a fair market value of \$20,000.00 for insurance purposes; and

WHEREAS, the Fire Truck, given its age and history of service with the Lynden Fire Department, is an object with local historical significance; and

WHEREAS, Borrower has expressed interested in displaying the Fire Truck among the collection of Lynden Pioneer Museum; and

WHEREAS, Lender desire to loan and Borrower desires to borrow the Fire Truck for the purposes of its display within the Lynden Pioneer Museum; and

WHEREAS, the Lynden City Council approved the loan of the Fire Truck to the Borrower at its regular meeting on _____; and

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

NOW, THEREFORE, for and in consideration of mutual covenants, duties, and obligations contained in this Agreement, the Parties hereby covenant and agree as follows:

AGREEMENT

1. **Loan.** Lendor hereby loans the Fire Truck to Borrower for display among the collection of the Lynden Pioneer Museum. The loan shall be subject to the conditions of loan set out herein.

2. **Conditions of Loan.** Borrower shall meet the following conditions of the loan:

2.1 *Period of Loan.* The loan period shall be indefinite, subject to Lender’s right

to recall the Fire Truck for any reason by giving 30 days' prior written notice to Borrower. However, Lender reserves the right to recall the Fire Truck immediately, without prior notice, in the event the Borrower dissolves or otherwise no longer exists, or if the Fire Truck is transferred or attempted to be transferred, assigned, or leased to any person or entity other than Lender, or if the Fire Truck is relocated from the Lynden Pioneer Museum, or if the Fire Truck is made inaccessible for public viewing (with the exception of periods of maintenance and restoration).

2.2 *Delivery.* Lender shall handle delivery of the Fire Truck to Borrower.

2.3 *Insurance.* Borrower shall insure the Fire Truck for its fair market value (as stated in above recital) against all risks of physical loss or damage for the full period of the loan.

2.4 *Care and Preservation.* Borrower will exercise the same care with respect to handling and exhibiting the Fire Truck as it does in the safekeeping of comparable property of its own. However, the Fire Truck shall not be subject to repair, restoration, or alteration in any way except with the express prior written permission of Lender.

2.5 *Credit Line.* In any publicity materials referencing the Fire Truck, including without limitation exhibit labels, catalogues, and brochures, Borrower shall include the following credit line:

“On loan to the Lynden Pioneer Museum courtesy of the Lynden Fire Department.”

2.6 *Rights to Reproduction.* Borrower will photograph the Fire Truck only for record, publicity, or educational purposes. The general public may photograph the Fire Truck while on exhibition only for non-commercial, educational purposes.

3. **Costs.** Each Party shall be solely responsible for its own attorney’s fees related to the preparation or legal review of this Agreement.

4. **Notice.** Any notice, declaration, demand or communication (“Notice”) to be given by one Party to the other pursuant to this Agreement shall be in writing and transmitted by personal service or by U.S. mail, postage prepaid, certified with return receipt requested. Notice sent by mail shall be deemed to have been given and delivered two (2) business days following proper mailing thereof and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing. Notice shall be addressed as follows:

To Lender:

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

To Borrower:

LYNDEN HERITAGE FOUNDATION

Lynden, WA 98264

5. **Nonwaiver of Breach.** Failure of either Party to require performance of any provision of this Agreement shall not limit the 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.

6. **Applicable Law; Construction; Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the Whatcom County Superior Court, Whatcom County, Washington.

7. **Expenses and Attorney's Fees.** The prevailing party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

8. **Modification or Termination Must be in Writing.** No oral or written statements made prior to or following entry of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing. This Agreement may not be modified or terminated except by written agreement of the Parties.

9. **Counterparts.** This Agreement may consist of two or more separately ratified counterparts, each of which shall constitute a duplicate original of this Agreement and all of which together will constitute a single Agreement.

10. **Severability.** In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. **Number; Gender; Headings.** As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All paragraph headings and/or captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

12. **Severability.** In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. There are no other representations, warranties, covenants, agreements, collateral agreements or other conditions affecting this Agreement other than those set forth herein. No oral or written statements made by either Party prior to or following execution of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

LENDER:

CITY OF LYNDEN

By: Scott Korthuis
Its: Mayor

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 SCOTT KORTHUIS, the MAYOR 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 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: _____

BORROWER:

LYNDEN HERITAGE FOUNDATION

_____)
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 **LYNDEN HERITAGE FOUNDATION**, 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: _____

EXHIBIT A Fire Truck Vehicle Certificate of Title

STATE OF WASHINGTON

VEHICLE CERTIFICATE OF TITLE

TD-420-002 (R/8/86)

LICENSE NUMBER 003070	DATE OF APPLICATION 01/21/87	MODEL YR 66	MAKE CHEV	POWER/USE G/EX	SERIES & BODY STYLE 4PU	TITLE NUMBER 8702633421
VEHICLE IDENTIFICATION NUMBER (VIN) C1456Z152432	FLEET/EQUIP NUMBER	SCALE WT. 03870	MILEAGE	PRIOR TITLE STATE	PRIOR TITLE NUMBER 6610902845	

SPECIFIC COMMENTS:
20875 66


SAME AS LEGAL OWNER BELOW

REGISTERED OWNER SIGNATURE: _____ DATE OF SALE: _____
BY: _____ REGISTERED OWNER SIGNATURE: _____ DATE OF SALE: _____

MILEAGE READING AT TIME OF SALE: _____

SALE PRICE: _____

SIGNATURE(S) OF LEGAL OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE.

BY:  DATE RELEASED: _____
FIRST LEGAL OWNER - SIGNATURE & TITLE

BY: _____ DATE RELEASED: _____
SECOND LEGAL OWNER - SIGNATURE & TITLE

LEGAL OWNER: When lien is satisfied, release interest above and transmit this document to County Auditor or Agent with proper fee. Failure to properly release and transmit the Title within 10 days after lien is satisfied may result in liability to the debtor for \$100 or more pursuant to RCW 46.12.170.


PURCHASER: New Title must be applied for within 15 days - see reverse side for transfer information. **SELLER:** See second page for Seller's Report of Sale (White Form).

KEEP IN A SAFE PLACE

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE SEAL OF THE STATE OF WASHINGTON 1889

DIRECTOR - DEPARTMENT OF LICENSING



I CERTIFY THAT THE RECORDS OF THE DEPARTMENT OF LICENSING SHOW PERSONS NAMED HEREON AS REGISTERED OWNERS AND LEGAL OWNERS OF THE VEHICLE DESCRIBED.

LYNDEN, THE CITY OF
VOLUNTEERY FIREMAN
C/O CITY HALL
LYNDEN WA 98264

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 5, 2023	
Name of Agenda Item:	Berthusen House Lease Agreement	
Section of Agenda:	Consent	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Berthusen House Lease Agreement		
Summary Statement:		
<p>The house at 8837 Berthusen Road has been vacated, renovated and is available for rent. The Parks Department advertised to City employees and after no pursuits, have chosen an outside party to provide better security, to have a physical presence at the location, and to maintain the grass areas around the house. Abner and Abbey Drury-Perez have agreed to lease the house for a period of 2 years with the option for one renewable two-year term and agrees to the conditions set forth in the lease regarding maintaining the area. The rental shall be \$1,300 per month with the addition of the leasehold excise tax required for a total of \$1,466.92. The Parks Department, city legal counsel, and the City Administrator have reviewed the lease agreement and recommended bringing it to full council for approval.</p>		
Recommended Action:		
Motion to approve the lease agreement between the City of Lynden and Abner and Abbey Drury-Perez and authorize the Mayor's signature on the agreement.		

LEASE AGREEMENT

BERTHUSEN PARK HOUSE

This Lease Agreement (“Agreement”) is executed on this 1st day of September, 2023, by and between the CITY OF LYNDEN, Landlord, and _____, Tenant, to lease the house and immediately surrounding property located at 8837 Berthusen Road, Lynden, Washington (the “Premises”).

Tenant shall not use the Premises for any purpose other than a private residential dwelling for the following named persons (include all minors): _____
_____.

Tenant is leasing a residence inside a public park. The Premises, to which Tenant shall have exclusive access (subject to lawful entry by Landlord or its agents), includes the residence, its immediate grounds, all appurtenances to the residence, and the two lower lawn areas. The Premises is legally described and depicted on Exhibit A hereto. Outside of the Premises, the remainder of the property is the public park. The parties agree that during the term of this Agreement, a legal description of the Premises may be prepared by Landlord to more precisely define the Premises, which description shall be made an addendum to this Agreement.

1. **TWO-YEAR TERM.** This Agreement is for a term commencing on at 12:00 am midnight on the 1st day of September, 2023, and ending at 11:59 pm on the 31st day of July, 2025 (“Term”) with the option of a two-year renewable term.
 - a. **NO MONTH-TO-MONTH.** This Agreement shall NOT continue on a month-to-month basis after the expiration of the Term. If Landlord and Tenant wish to continue the tenancy beyond the expiration date of the Term, Landlord and Tenant shall enter into a subsequent lease agreement with a term of not less than six (6) months, which Landlord and Tenant shall execute at least thirty (30) days before the end of the Term.
 - b. **NOTICE OF TERMINATION AT END OF TERM.** Landlord shall provide written notice to terminate to Tenant at least sixty (60) days prior to the expiration date of the Term indicating that this Agreement has been terminated and will not be renewed. Landlord shall deliver the notice to terminate in a manner consistent with the requirements of RCW 59.12.040.

2. **RENT.** The total rent due under this lease is 1466 dollars and 92 cents (\$1466.92) per month (“Rent”). The total Rent includes a leasehold excise tax of 12.84% as required by Chapter 82.29A RCW.
 - a. **RENT DUE DATE.** Rent is payable to Landlord in advance of the first day of each month (“Rent Due Date”) during the lease Term. Payments may be made in the form of personal check, cashier’s check, or money order. Cash is not accepted. Payments shall be made payable to: City on Lynden.
 - b. **RENT LATE PAYMENT.** Rent received more than five (5) days after the Rent Due Date shall result in an assessment against Tenant of late payment charge of two dollars (\$2.00) per day until Rent is paid in full. Late rent charges, if not paid, accrue as rent owed.

- c. APPLICATION OF PAYMENT. Any Rent unpaid by the due date is termed delinquent. Regardless of any restrictive designation or instruction on or accompanying any payment, Landlord shall apply funds received as follows: (1) to the oldest unpaid rent, (2) to current rent, (3) to late payment charges, (4) to damages, (5) to repairs, and finally (6) to miscellaneous charges.
- 3. SECURITY DEPOSIT. Tenant agrees to pay the sum of one-thousand five hundred dollars (\$1,500) as security for performance of all of Tenant’s obligations under this Agreement (“Security Deposit”).
 - a. PROPERTY CONDITION CHECKLIST. As required by RCW 59.18.260, prior to the commencement of the Term, Landlord and Tenant shall complete a written “Property Condition Checklist” describing the condition and cleanliness of the Premises and existing damages to the Premises, including at least all of the following: walls (including paint or wallpaper), flooring, fixtures, equipment, appliances, and furnishings.
 - b. SECURITY DEPOSIT ACCOUNT. As required by RCW 59.18.270, Landlord shall maintain the Security Deposit in its trust account at the following financial institution: People’s Bank, at the branch located at 418 Grover Street.
 - c. WITHHOLDING SECURITY DEPOSIT. Landlord may withhold all or part of the Security Deposit upon the termination of this Agreement for any lawful reason. Said lawful reasons may include, but are not limited to, any the following: any cleaning fees or other costs incurred to restore the Premises to the condition reflected in the Property Condition Checklist less “wear resulting from ordinary use of the premises” as defined in RCW 59.18.030; any damages or loss caused by Tenant’s default or breach of this Agreement; any damages to the Premises caused by Tenant or Tenant’s guest(s); any replacement costs for fixtures or other items contained in the Premises that are damaged or destroyed; any damaged or missing keys or other access devices; any reletting expenses; any delinquent or unpaid rent; late fees; any outstanding utility charges for which Tenant is responsible; any government assessments against Landlord resulting from an action or omission of Tenant or Tenant’s guest(s); any costs associated with illegally parked vehicles; any returned check fees; any fees related to the removal and storage of items left in the Premises; and any costs, including attorneys’ fees, related to eviction proceedings or the enforcement of this Agreement.
 - d. NOT A LIMIT ON TENANT LIABILITY. Tenant’s liability is not limited by the amount of the Security Deposit. If the Security Deposit does not cover all of Landlord’s loss, Tenant agrees to pay any deficiency within fourteen (14) days of Landlord’s written notice and demand.
 - e. NO APPLICATION TO RENT WITHOUT AGREEMENT. Tenant may not apply any portion of the Security Deposit to rent or other payments owed to Landlord, unless explicitly authorized in writing by Landlord.
 - f. REFUND OF SECURITY DEPOSIT. As required by RCW 59.18.280, Landlord shall issue any refund of the Security Deposit and an itemized statement of the basis for retaining any

portion of the Security Deposit within thirty (30) days after the termination of this Agreement and vacation of the Premises by Tenant. If "Tenant" as defined above includes more than one person eighteen (18) years of age or older, Landlord may issue the refund and itemized statement to any such person, who shall disseminate or distribute it to the others.

- 4. FORWARDING ADDRESS. Tenant shall supply Landlord with a forwarding address where Tenant can be reached, and the Security Deposit returned within ten (10) days of vacating the Premises.
- 5. UTILITIES. Tenant shall pay for all charges for light, heat, water, telephone, cable, internet, sanitary services and other utilities which shall be charged against the Premises during the full term of this Lease. Tenant agrees to be solely responsible for payment of said services and agrees to indemnify, defend, and hold harmless Landlord from any and all claims for payment for provision of such services.
- 6. PUBLIC PARK. Tenant acknowledges that the Premises are within a public park. Tenant may experience disruptions related to ordinary park use and operation.
 - a. IMPROVEMENTS. Landlord may make improvements to the park outside the Premises, including but not limited to adding park-like features such as parking, playground equipment, trails, and other amenities. Some or all of these improvements may take place while Tenant resides at the Premises.
 - b. USE OF PARK. Tenant shall have non-exclusive access no greater and no less than any other member of the public to the park property outside the Premises and shall obey all applicable municipal, state and federal laws when enjoying the park.
- 7. REPAIR, MAINTENANCE, AND IMPROVEMENT. Tenant accepts the Premises in its present condition. Tenant shall, at their own expense and at all times, keep the Premises neat, clean and in a sanitary condition, and keep and use the Premises in accordance with applicable laws, ordinances, rules, regulations and requirement of governmental authorities. Tenant shall permit no waste, damage or injury to the Premises; all waste and junk shall be removed promptly. No hazardous materials of any kind shall be brought on the Premises by Tenant, other than normal cleaning products, lawn care maintenance products and products typically stored at a person's place of residence primarily used for maintenance and repair. Tenant shall maintain the Premises in as good condition as they now are, reasonable use and wear excepted, and damage by fire and other casualty excepted. Tenant shall not undertake any maintenance or improvement activity outside the Premises.
 - a. MAJOR REPAIR OR IMPROVEMENTS. Prior to undertaking any major repair or improvements in the Premises, including within or about the residence, Tenant shall obtain the written permission of Landlord detailing the work to be performed.
 - b. MAINTENANCE OF PREMISES. Tenant shall be solely responsible for maintenance of the Premises, including by keeping the Premises in a reasonably clean and hazard- and pest-free condition, mowing the lawn, and periodically watering, weeding, and tidying the flower beds and landscaping.

- c. OBLIGATION TO NOTIFY. Tenant shall promptly notify Landlord of any conditions affecting the structural integrity of the residence, pest infestations, failures of appliances supplied by Landlord, failure of heat, water, hot water, or electricity, or any other condition requiring repair beyond Tenant’s maintenance obligation and/or ordinary wear and tear. Landlord shall not be liable for, and Tenant may be liable for, conditions made worse by Tenant’s failure to timely notify Landlord.
 - d. DAMAGE CAUSED BY TENANT. Tenant shall be solely responsible for repairs where the defective condition complained of was caused by the conduct of Tenant, their family, invitee, or other person acting under their control, or where Tenant unreasonably failed to allow the Landlord access to the Premises for purposes of repair.
- 8. LANDLORD’S ACCESS TO EXCLUSIVE ACCESS AREA. Landlord may enter the Premises with forty-eight (48) hours’ notice to Tenant for the purpose of inspection of the Premises or of making excavations, surveys, design reviews, repairs, additions, or alterations, or in order to perform other public works or parks-related tasks or projects. Landlord may restrict Tenant from entering the affected portion of the Premises while such tasks or projects are underway. Notice shall not be required to enter in cases of emergency.
- 9. SMOKE DETECTORS. The Premises is equipped with a total of 6 smoke detectors. Of these, 6 are battery operated. It is Tenant’s responsibility to maintain all smoke detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable or relocate any smoke detection devices. Any Tenant failing to comply with the provisions of this paragraph can be fined up to \$200 in accordance with RCW 43.44.110 and WAC 212-10-050. If battery operated, or unit uses battery backup, Tenant is responsible for replacing batteries as needed. Tenant shall test the smoke detector for proper operation once a month and report any malfunctions to Landlord in writing.
- 10. CARBON MONOXIDE DETECTORS. The Premises is equipped with a total of 3 carbon monoxide detectors. Of these, 0 are hard-wired, 3 are battery operated. It is Tenant’s responsibility to maintain all carbon monoxide detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable or relocate any carbon monoxide detection devices. If battery operated, or unit uses battery backup, Tenant is responsible for replacing batteries as needed. Tenant shall test the carbon monoxide detector for proper operation once a month and report any malfunctions to Landlord in writing.
- 11. LEAD-BASED PAINT NOTICE. The Premises includes housing that was built before 1978. Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Landlord has no knowledge of lead-based paint hazards in the Premises and Landlord has no reports or records pertaining to lead-based paint or lead-based hazards in the Premises.
- 12. WATER HEATER. Pursuant to RCW 19.27A.060, the State of Washington requires that upon occupancy, the temperature control in a domestic hot-water heater within a residential dwelling be set not higher than 120 degrees Fahrenheit. The hot-water heater for the Premises is accessible to Tenant. Tenant shall not set the hot-water heater higher than 120 degrees

Fahrenheit. Landlord warrants that upon delivery of the Premises to Tenant, the hot-water heater for the Premises is set at or below 120 degrees Fahrenheit.

13. USE OF PREMISES. Tenant shall not offer all or part of the Premises for short-term rental through AirBNB, VRBO, or other such platforms. Tenant shall not use the Premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation (telecommuting by using phone or internet to link with an employer’s office excepted). Tenant shall not use the Premises or allow the Premises to be used for any improper or unlawful purpose.
14. ASSIGNMENT/SUBLETTING. Tenant shall not sublet, or through any other process, transfer to any other person rental of the Premises, or any other right or privilege, without written permission of Landlord.
15. GUESTS. Tenant is responsible for the conduct of Tenant’s guests while on the Premises. Tenant shall ensure that Tenant’s guests comply with any applicable term of this Agreement. Guests staying at the Premises more than seven (7) days within any one-month period require prior written authorization by Landlord.
16. ADDITIONAL RULES FOR USE OF PREMISES. The following additional obligations of Tenant are each material terms of this Agreement:
 - a. Tenant shall not use the Premises in any way which violates any federal or Washington State law, City of Lynden ordinance, or government regulation.
 - b. Tenant, members of Tenant’s household, Tenant’s guests, or any other person under Tenant’s control shall not engage in any illegal or criminal activity, nor in any act intended to facilitate illegal or criminal activity, including gang activity, on or near the Premises.
 - c. Landlord expressly reserves the right to exclude or trespass persons who are not authorized residents from the Property. Tenant shall comply with any trespass admonishments issued by Landlord.
 - d. Tenant shall not smoke tobacco or marijuana in or about the Premises. Tenant shall not consume alcoholic beverages outdoors about the Premises.
 - e. Tenant shall keep the Premises free of illegal drugs.
 - f. Tenant shall not abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace or endanger the health, safety, or well-being of any other resident, family member, guest, or invitee at the Premises, or any park visitors, or the general public.
 - g. Tenant shall not do or keep anything in or about the Premises that could increase the present insurance rate thereon.
 - h. Tenant shall not leave anything that could be considered an attractive nuisance, such as, but not limited to, basketball hoops, trampolines, skate ramps, or pools, unattended at any time on the Premises and shall store such items out of public view when not in use.

- i. Grills, smokers, fire pits, and like fire-producing items are prohibited within ten (10) feet of any structure, tree, or shrub. Tenant shall have a fire extinguisher or water sufficient to extinguish a fire on hand when operating such items. Tenant shall store such items out of public view when not in use.
 - j. Tenant shall not throw anything from windows and/or balconies. Except as otherwise permitted by law, Tenant shall display no signs or placards on or about the Premises that are visible to the public.
 - k. Tenant shall not intentionally or negligently destroy, damage, change, or remove any part of the structure or dwelling including equipment, furnishings, and appliances, except as permitted per Paragraph 6.
 - l. Tenant shall notify Landlord in writing any time Tenant will be away from the Premises for seven (7) days or longer resulting in the Premises being unoccupied.
 - m. Tenant shall not give a key or access device for the Premises to anyone not listed in this Agreement without the Landlord's prior written consent.
 - n. Tenant shall protect against freezing of water pipes and the stoppage of the same in and about the Premises.
 - o. Tenant shall comply with all obligations imposed by applicable provisions of state and local building and housing codes materially affecting health and safety, including keeping the Premises in a clean and sanitary condition and maintaining adequate housekeeping standards.
 - p. Tenant shall properly dispose of all garbage and other waste at reasonable and regular intervals.
 - q. Tenant shall take all reasonable precautions to prevent the presence of mold and mildew in the Premises.
 - r. Tenant shall take all reasonable precautions to prevent the presence of pests, including rodents, arachnids, and insects (including bed bugs).
 - s. Vehicles may only be driven or parked on gravel or pavement, and not lawn or landscaping. All vehicles on the Premises must be currently registered and properly insured according to state law. Tenant shall not wash or repair vehicles on the Premises.
17. SERVICE ANIMALS/EMOTIONAL SUPPORT ANIMALS. No animals may be kept on the Premises without Landlord's written approval. If Tenant has a disability, and a service animal or emotional support animal is necessary because of that disability, Tenant may request that the service or emotional support animal to occupy the Premises as a reasonable accommodation. Tenant may be asked to provide written verification that they have a disability and that the accommodation related to a service or emotional support animal is necessary to give them an equal opportunity to use and enjoy the Premises. If Tenant has or acquires a service or emotional support animal, Tenant shall execute the Animal Addendum.

18. **EARLY TERMINATION BY TENANT.** If Tenant desires to vacate the Premises before the expiration of the Term, Tenant shall provide written notice to Landlord at least twenty-one (21) days in advance of the next first of the month upon which Rent is due. If Tenant vacates the Premises prior to the expiration of the Term and without notice as required by this paragraph, Tenant shall be liable for additional rent as provided for in RCW 59.18.310. Any notice of termination must provide for the vacation of the Premises by all occupants unless otherwise agreed to by Landlord in writing. Landlord will handle any items left behind in the unit by Tenant after early termination of the tenancy as required under RCW 59.18.310.
19. **DELIVERY OF PREMISES.** If for any reason Landlord does not deliver possession of the Premises on the commencement of the term of this Agreement, Rent shall be prorated until such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered within ten (10) days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any monies paid by Tenant to Landlord shall be refunded to Tenant.
20. **RENTERS INSURANCE.** Tenant is encouraged to obtain and maintain a policy of personal liability insurance (Renter's Insurance) from a licensed insurance carrier, with coverage of at least \$100,000 per occurrence.
21. **INDEMNIFICATION.** Tenant shall indemnify and hold harmless Landlord from any and all damages and litigation expenses resulting from claims or causes of action for injury to persons or property arising from any acts or omissions of Landlord, Landlord's employees, or Landlord's authorized agents, except in the case of Landlord's gross negligence or willful misconduct. Except for gross negligence or willful misconduct of Landlord, Tenant shall indemnify and hold harmless Landlord from and against all claims of whatever nature arising or resulting from any act, omission, or negligence of Tenant, Tenant's guests, or Tenant's agents in or about the Premises in connection with the use of the Premises.
22. **ACTIONS BY THIRD PARTIES / PERSONAL PROTECTION.** The Premises are located in a public park, which will be regularly used by members of the public. Landlord disclaims any warranties or representation that it will be liable to Tenant, Tenant's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by other persons. Tenant understands that Landlord and its legal representatives do not guarantee, warrant, or assure Tenant's personal security and are limited in their ability to provide protection. Tenant is advised to secure personal property left outdoors. Tenant understands and agrees that personal safety and security are Tenant's own personal responsibility. Further, Tenant is responsible for all damage caused to the Premises as a result of the acts or omissions of Tenant, their guests and invitees, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.
23. **SIGNIFICANT DAMAGE OR DESTRUCTION OF THE PREMISES.** In the event of significant damage to the Premises by fire, water, or other hazard, and the Premises is so damaged as to be unfit for occupancy, the Rent shall abate during the period of time the Premises cannot be occupied by

Tenant, but in all other respects the terms and provisions of this Agreement shall continue in full force and effect. Rent shall not abate if damages are caused by Tenant. In the event that the Premises is so damaged or destroyed as to be, in the sole opinion of Landlord, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction, and Tenant shall immediately vacate and pay Rent pro-rata through the day Tenant vacates the Premises.

- 24. JOINT AND SEVERAL LIABILITY FOR MULTIPLE RESIDENTS. If “Tenant” as defined above includes more than one person eighteen (18) years of age or older, all such persons are jointly and severally liable for all obligations arising under this Agreement and any addenda thereto, whether or not they remain in actual possession of the Premises. In the event of a default by any one Tenant, the remaining Tenant(s) shall remain responsible for all terms of this Agreement and any addenda thereto.
- 25. GOVERNING LAW AND VENUE. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. The venue for any legal action brought to enforce the terms of this Agreement shall be in Whatcom County Superior Court.
- 26. ATTORNEY FEES AND EXPENSES. In any action, suit, arbitration, or proceeding commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and expenses.
- 27. NONWAIVER OF BREACH. The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such right to enforce these terms, covenants, agreements, and conditions, but the same shall continue in full force and effect.
- 28. GENERAL TERMS. No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Tenant and Landlord. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each Tenant warrants that they are of legal age to enter into this Agreement. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Landlord.
- 29. SEVERABILITY. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- 30. ADDENDA.

- a. LEAD-BASED PAINT. The residence on the Premises was constructed before 1978 and therefore may contain lead-based paint. By initialing below, Tenant acknowledges receipt of the Environmental Protection Agency’s “Protect Your Family From Lead In Your Home” Pamphlet.

Tenant’s initials: _____

- b. MOLD. Landlord is not aware of any mold present in the Premises. By initialing below, Tenant acknowledges receipt of the Washington State Department of Health’s “Got Mold?” pamphlet.

Tenant’s initials: _____

- c. ANIMALS. If Tenant has one or more pets, service animals, or emotional support animals, by initialing below, Tenant acknowledges executing the Animal Addendum.

Tenant’s initials: _____

- d. ASBESTOS. Landlord is not aware of any asbestos present in the Premises except for what is sealed by paint on the “popcorn ceilings”. By initialing below, Tenant acknowledges receipt of the Asbestos Institute’s document on asbestos in ceilings.

Tenant’s initials: _____

31. TENANT OBLIGATIONS. Tenant’s obligations as described in this Agreement and the Addenda hereto are each material terms of this Agreement. By signing below, Tenant affirms that they have read this Agreement and its Addenda carefully, in its entirety, and understand each and every obligation, duty and/or responsibility created for the Tenant. Tenant further affirms that they shall fulfill every obligation, duty and/or responsibility contained in this Agreement and its Addenda, and further affirms that they shall comply with all rules and regulations stated herein. Tenant understands and agrees that violation of any of these obligations, duties and/or responsibilities, or rules or regulations, constitutes a substantial breach of this Agreement and may result in Landlord issuing a written notice of breach under RCW 59.18.650.

Executed by Landlord and Tenant on the date first above written.

Landlord

Tenant

 By: _____
 Its: _____

 Print Name: _____

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	September 5, 2023	
Name of Agenda Item:	Award Bid for Guide Meridian Sewer Main	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
1) Certified Bid Tabulation 2) Reichhardt & Ebe - Recommendation to Award		
Summary Statement:		
<p>Staff recently solicited bids for the Guide Meridian Sewer Main for construction of approximately 900 linear feet of 8" sewer main along Front Street and Guide Meridian (SR 539), including approximately 80 LF of steel casing to be installed under Guide Meridian, and associated restoration. The project is located on Front Street West of Guide Meridian, extending north along Guide Meridian through the crossing at the AM/PM gas station and convenience store. Six bids were received on August 29, 2023, as shown on the attached Bid Tabulation prepared by Reichhardt & Ebe.</p> <p>At the Public Works Committee meeting on August 9, 2023, the committee concurred that the bid results could be forwarded directly to City Council after being informed of the results. The Public Works Committee was advised of the bids and concurred to recommend award to Faber Construction, the lowest responsive and responsible bidder, in the amount of \$1,052,818.43, including Washington State Sales Tax. The Engineer's Estimate was \$998,081.15.</p>		
Recommended Action:		
<p>That City Council award the contract for the Guide Meridian Sewer Main to Faber Construction in the amount of \$1,052,818.43 including Washington State Sales Tax and authorize the Mayor to sign the contract.</p>		



August 31, 2023

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Mark Sandal
Programs Manager

Re: Guide Meridian - Sewer Main
Recommendation to Award

Recommendation to Award

Dear Mark,

We have reviewed all construction bid proposals for the above-referenced project. Faber Construction provided the lowest responsive bid at \$1,052,818.43.

The Certified Tabulation of Bids Received and the Bidder’s Checklist are attached for your information and review.

We recommend that you award the contract to Faber Construction subject to the following:

- 1. Required project funds are available.

Sincerely,

Tyler Buys
Digitally signed by Tyler Buys
 DN: cn=Tyler Buys, c=US, o=Reichhardt & Ebe Engineering, Inc., email=tbuys@recivil.com
 Reason: I agree to the specified portions of this document
 Date: 2023.08.31 10:13:42 -07'00'

Tyler Buys, P.E.
Reichhardt & Ebe Engineering, Inc.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	September 5, 2023	
Name of Agenda Item:	Community Development Committee Minutes of 8-23-23	
Section of Agenda:	Other	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	Draft CDC Minutes of 8-23-23	
Summary Statement:	Draft CDC minutes attached for review.	
Recommended Action:	Council review.	

CITY OF LYNDEN



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

COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

4:00 PM August 23, 2023
2nd Floor Conference Room, City Hall

1. ROLL CALL

City Council Members: Gary Bode, Brent Lenssen, Kyle Strengholt
Staff: Dave Timmer, Heidi Gudde, John Williams
Community Members: Gary Vis, Mike Engels, Adam Prentice

Introductions of meeting attendees.

2. APPROVAL OF MINUTES

Community Development Committee Meeting Minutes of 7/19/23 approved as presented.

3. DISCUSSION ITEMS

Conversion of Mixed-Use Spaces to Accommodate Additional Residential Units

Mike Engels, local contractor, and Adam Prentice, property manager of mixed-use building located at 2202 Mercedes joined the committee meeting. The building has 20 residential units and has commercial space on the first floor. Mike and the building manager described the commercial portion of the building as unleaseable. Anecdotally, this is thought to be because of its location within a residential neighborhood. It lacks commercial traffic or other commercial users other than large-scale storage.

Mike was told by Planning Staff, about HB 1042 which may provide the opportunity to convert this commercial space to residential uses.

Gudde gave the group a brief background on HB 1042 which is recent legislation about the required allowance to convert existing mixed-use buildings to add residential units. The legislation also prevents local governments from requiring additional parking upon conversion. The City of Lynden is subject to making these changes within 6 months of our next Comp Plan update. This means the revision would be in effect at approximately the start of 2026.

The building on Mercedes is one of two that utilized the City's older mixed-use code to maximize unit count, building height, and setbacks. As a result, these buildings do not fit into a residential category. The maximum density of units per acre exceeds any residential category that the city has. As a result, even if the

property were rezoned to a residential use it could not accommodate additional units because it would exceed maximum density. The zoning remains CSL. The best path for a conversion of commercial to residential use appears to be this revision required by HB 1042.

Gudde indicated that the revision, if prioritized by Council, could be done earlier than the deadline set by the State. However, we do not have the Dept of Commerce’s (DOC) guidance on how to implement this legislation so we would be interpreting on our own.

Williams noted that the DOC will create a rule making committee to clarify the legislation for cities to implement but this will take this time as the DOC is focused on legislation that has more immediate deadlines.

Strengholt asked about any potential changes to the requirements prior to the due date. Gudde agreed this was a possibility. One of the reasons the City’s due date to comply was set so far into the future is because of the possibility of challenges or changes in the next legislative session. Our lobbyist has pointed this out to us.

The group discussed the potential of making code changes that would then need to be reversed. The parking issue was also discussed as it related to the subject building as well as others in the city.

Conclusions: Committee asked that staff review the steps that would be needed to make the code changes and report back to the Committee. Review the city for other potential conversions including potential. Return to CDC with some conclusions, pros and cons of making these changes earlier. Report back at the September meeting.

LMC Text Amendment - Special Events

Dave Timmer gave an overview of the work that he’s done on the edits to the special events code including an explanation of the tiers of events. Tier 1 being equal to a “Dance Permit” and the other Tiers potentially having more impact to the community. The draft included notes and talking points.

Feedback from the group included the following:

- Committee support for the use of 4th Street for special events and potentially 5th Street if conflict with existing businesses is considered. These and smaller streets could be closed administratively. Discussed when Council approval is needed for street closure.
- Draft code to allow multiple events from the same entity in the same year but notes that additional review may be required. This keeps the opportunities open without putting an arbitrary, numerical limit on the number of events.

- Discussed the use of the Fairgrounds as an event center and if the facility, as a whole, would be exempt. General consensus seemed to indicate that the Committee did not want to exempt events (outside of the actual Fair time) at the fairgrounds from permitting requirements because they want the City to be aware. Revise the language on exemptions to clarify that the Fair itself is exempt from the permit but other events that take place on the fairgrounds property through the year still require the permit application and city review.
- Requirements must include indemnification agreement and insurance. Revise to include WCIA recommendations for insurance coverage.
- No ‘grandfathering’ of events. Re-review (including submission of a new permit application) needed annually. It’s a good opportunity to update on any changes to the event details, remind the city of the event dates, and ensure insurance and indemnification components are up to date.
- Committee is OK with keeping the proposed Public Services Fee section in the code. This provides the option for recovering public costs associated with an event if necessary. It also provides waiver option is applicable. Some discussion on actual costs of those services may be necessary (ie. street barricades, public works time, etc). Fee details can be added to the unified fee schedule.
- Send the update to Public Safety Committee for review.

2024 Budget Outlook

Gudde gave an overview of the budget memo that was included in meeting packet. She noted that the largest expenditure, the permit tracking software, will be beneficial to multiple departments with Comm Dev representing about 65% of the usage and expense. Public Works, Fire, Police, and Admin representing the other 35% of use and expense.

Gudde mentioned other programs that may be included in the upcoming budget such as an Urban Forestry Program. This is a form of green infrastructure that is likely to become a requirement of our stormwater permit with the Dept of Ecology. The also relates to possible tree retention programs.

4. INFORMATIONAL ITEMS

Development Report and Project Updates were discussed.

The group discussed various projects within the City and the images that were included in the meeting packet.

Building Division Fee Comparison

Gudde has provided early numbers collected that compare building permit fees with other jurisdictions. For the most part the city's fees are comparable to others. Gudde informed the ground that Fire's plan review fees will likely be going up as they are relatively low compared to other cities, but we don't expect big changes for the review fees on the building permits. The group discussed some possible changes to the fees for mechanical permits.

Next Meeting Date: Sept. 20, 2023