



Mayor
Scott Korthuis

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

City Council Agenda - Regular Meeting
City Hall Annex, 205 4th Street
June 17, 2019

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Approval of Minutes

1. Special City Council Meeting Minutes June 5, 2019 - Draft
2. Regular Council Meeting Minutes- June 3, 2019 - Draft

Items from the Audience

Scheduled

3. Susan Marks & Caryl Dunavan- Commission on Sexual & Domestic Violence

Unscheduled (20 Minutes)

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

Consent Agenda

4. Approval of Payroll and Claims
5. Request to use Parks Capital Reserve funds for Berthusen Park
6. Resolution No. 1003 to set Public Hearing Date for Potential Street Vacation of the Current Right of Way between 135 and 136 Terrace Drive
7. Resolution No. 1005 to set Public Hearing Date for Potential Street Vacation of the Current Right of Way for the 17th Street Extension Project

Public Hearing - None

Unfinished Business None

New Business

- [8.](#) Ordinance No. 1583 - Authorization for the Purchase of Goods and Services Approved in the Budget
- [9.](#) Employment Agreement- Interim Police Chief
- [10.](#) Glenning Street Schoolyard -Purchase and Sale Agreement
- [11.](#) Ordinance No. 1586-Special Events- Animal Ban

Other Business

- [12.](#) Calendar

Adjournment

Executive Session

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 5, 2019	
Name of Agenda Item:	Special City Council Meeting Minutes June 5, 2019 - Draft	
Section of Agenda:	Draft Meeting Minutes	
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:	Special City Council Meeting Minutes June 5, 2019 - Draft	
Summary Statement:		
Recommended Action:	City Council Review	



SPECIAL CITY COUNCIL MEETING MINUTES

4:15 PM June 5, 2019

City Hall 2nd Floor Large Conference Room

1. ROLL CALL

Members Present: Mayor Scott Korthuis; Councilors Gary Bode, Ron De Valois, Jerry Kuiken and Brent Lenssen (who joined the meeting at about 5pm)

Staff Present: City Administrator Mike Martin; Public Works Director Steve Banham; Programs Manager Mark Sandal; and Admin. Assistant Lori Jilk

Public Present: For Item 3B: Ron Hansen and Tim Kuiper; Gary Vis

2. ACTION ITEMS

A. **Approve Public Works Committee Minutes from April 3, 2019**

DeValois motioned to approve the Public Works Committee minutes, and Kuiken seconded the motion.

Action

The minutes from April 3, 2019 were approved.

B. **Proposed Variance to City Design and Development Standards for Water Hookup 1501 E Badger- Layne and Lori LLC (Brennick- Thirsty Badger Tap Room at Northwood Market)**

Banham explained to the Committee that currently Layne Brennick has a \$12,000 bond in place to construct approximately 150-feet of 8-inch watermain on Northwood Road in Lynden for future service to the Northwood Market. Brennick has asked how he can have the bond released without performing the waterline extension at this time.

Banham explained that one way to release the bond is to initiate a variance to City Design and Development Standards for Water Hookup, conditioned on Brennick signing an agreement to construct and pay hookup fees once the waterline is extended, sign a promissory note and a deed of trust recorded against the property.

Action

The Public Works Committee concurred and recommended approval to the full City Council of a Variance to City Design and Development Standards for a future Waterline Extension and Hookup at 1501 E Badger Road, along with a Promissory Note and Deed of Trust.

C. Recommendation to City Council (July 1st) to Award Contract for Old Water Treatment Plant Demolition

Banham stated that the Invitation for Bid for this project is currently being advertised. The pre-bid meeting, held on May 23, 2019 occurred with good contractor attendance. An Addendum was issued May 28, 2019 which addressed grinding of the recycled crushed concrete and time allowed for the option of a delayed start of work until September. This was requested by some contractors due to current projects that have in-water work requirements. The new date for bid opening is June 13, 2019 at 1:00 p.m.

To avoid project delay, staff is requesting authorization to forward the bid tabulation and recommendation to award directly to the full City Council for approval on July 1st.

Action

The Public Works Committee concurred and recommended that staff forward the recommendation to award contract for the Old Water Treatment Plant Demolition directly to City Council on July 1st, 2019 for contract award.

D. Resolution to Set Public Hearing for 17th Extension Project Right of Way Vacate

Banham presented a Resolution to set a date to hold a Public Hearing in July for a potential street vacation of the current Right of Way for the 17th Street extension. Banham explained that property owner Marina Timmermans and the City agreed to exchange the vacated right of way for a similar easement of equal value that would be located just west of the easement being vacated.

Action

The Public Works Committee concurred and recommended that staff forward the Resolution to Set a Public Hearing date in July for the 17th Street Extension Project Right of Way Vacate to the full City Council for approval.

E. Recommend Approval of Right of Way Grant & Real Property Exchange Agreement between Marina Timmermans and City

Banham presented this agreement to the Committee along with the proposed Right of Way vacation. The Real Property Exchange Agreement is between Marina Timmermans and the City and establishes a new right of way that is 8-feet west of the right of way to be vacated. The shift allows for better development of the Timmermans parcel; which abuts the right of way.

Action

The Public Works Committee concurred and recommended that staff forward the Approval of the Right of Way Grant & Real Property Exchange Agreement between Marina Timmermans and the City to the full City Council for approval.

3. INFORMATION ITEMS

A. Northwest Washington Fair Impact Fees for New Building Permit

Banham stated that the Transportation Impact Fees associated with the new building permit for the Northwest Washington Fair office building are approximately \$14,000.00 and are due at the time of temporary occupancy. At this time this represents just the fees associated with a larger footprint on the new exhibit building. There are plans for some tenant improvements later (after the fair) to create office spaces which would require additional impact fees (net any other buildings being demolished).

B. Request from Ron Hanson & Tim Kuiper for Easement for Proposed New Mural Building Project - Letter of Support from Downtown Lynden Business Association

Developers Ron Hanson and Tim Kuiper spoke to the Committee about their proposed construction adding two floors (6 residential units) to the current “Mural Building” located at 610 Front Street.

Hanson and Kuiper have support from the Downtown Lynden Business Association and have already met with the Community Development Committee. Banham pointed out that they have come today to see if there’s support for a 10 foot - No Build Easement along the west side of the property to protect the 135-foot mural on the side of the building and to allow for a more attractive design for the western side of their building. Hanson and Kuiper showed their architectural concepts for construction. The City would need to agree not to build on the eastern 10-feet of what is currently the 7th Street Public Parking Lot. The Committee discussed the fact that this property was purchased by the downtown business community and donated to the City to be used for parking. The City is planning to improve the lot with the 7th Street Reconstruction Project this year and there are no plans to build structures on the lot. Bode pointed out that a parking structure would be prohibitively expensive.

The Committee expressed support for the easement to protect the mural and allow for new construction above to be architecturally appealing.

The Committee also discussed parking requirements. The current zoning requires 1 parking space for each of the six units, but there is only room for three spaces at the back of the building. They agreed to continue discussions about parking.

Hanson and Kuiper are working with Planning to create a parking proposal that could be a pilot program for the downtown area. This would be a more formal process similar to what was done with the Inn at Lynden. This would be forwarded to Council in the future.

C. Discuss Building Permit Enforcement Tools and Penalties: i.e. Working Without a Permit and Issuing Occupancies (Temporary and Final)

Banham stated that the Planning and Public Works Departments are working together to review the City’s enforcement tools for expired Temporary / Conditional Certificates of Occupancy. The review includes other code violations as well, such as clearing land or construction without obtaining a permit, exceeding limits of critical areas mitigation study or inconsistent work with an approved floodplain management plan. Although rare, Banham stated these types of violations have occurred within the last 24 months.

Banham stated that currently the City has a municipal code which allows for enforcement of these types of violations; but does not have a set process stating how to go about the enforcement. Staff is working with the City Attorney to organize a process addressing what violations would be cited, corrected and penalized. A more structured time frame and a stop-work process will be included in the update(s)

D. Projects:

1. Pepin ER Emergency Response Plan (ERP) and Public Meeting

Banham presented the Pepin (Double Ditch) Basin Flooding Emergency Response Plan (ERP). The purpose is for the City to establish and use procedures during flooding events within the Pepin Creek Basin (Double Ditch and Benson Road areas north of Main Street).

Banham stated that FHWA-ER funding (awarded in 2009) has been used to acquire property within the basin, which allows for construction of the new emergency intercept ditch system (between Double Ditch and Benson roads). This channel is designed to intercept the drainage from Double Ditch and flows toward Benson during flood events. This new system directs overflow to Main Street to prevent Benson Road and private property from flooding.

The plan has been sent to WSDOT for comments. Also, the City is required to hold a public open house regarding the Pepin ERP and it is being scheduled for later in June.

2. Lummi Nation Memorandum of Understanding for WWTP Outfall Mitigation

Banham presented a Memorandum of Understanding Between the Lummi Nation and the City that defines shoreline mitigation for the Sewer Outfall project. The mitigation is for the required placement of riprap along the shoreline and around the discharge piping, protecting the pipe from possible damage.

As a condition of the Army Corps of Engineers Nationwide permit for construction of the outfall, and because there was not a good place on City property to mitigate, the City agreed to contribute to another project performing shoreline enhancement on the Nooksack River, called the Porter Creek Restoration Project (a joint project between the Nooksack Salmon Enhancement Association and the Lummi Nation). The Porter Creek Project, upstream from the new WWTP outfall construction, involves removing a berm, which realigns the Nooksack shoreline and strengthens efforts to restore the habitat of salmon species.

Banham explained that the City will contribute funds (as mitigation) in the amount of \$6,300.00 to the Porter Creek Project as part of the expense for the new outfall.

3. Wastewater Treatment Plant Outfall

Banham stated that a preconstruction meeting with Strider and BHC was held last week to discuss details of the project. Strider plans on working five 10-hour days per week. The in-water work must be completed before the end of the “Fish Window” which ends on September 30th.

4. Old Elevated Water Tank (Old Middle School Property) Soil Remediation- Small Works Roster Project

This project will remove and dispose of the old water tank foundations, contaminated soil and abandoned water lines at the old Middle School property. There will be restoration of chain link gates and fences, parking lots, topsoil replacement and lawn seeding.

Sandal stated that seven contractors were selected from the City's Small Works Roster and sent an invitation to bid which is due June 18th. A pre-bid conference will be held on June 6th and the project is estimated to be complete by the end of 2019.

5. South Guide Meridian Pump Station Project

Banham stated that a License to Enter Property agreement has been signed with Fishtrap Creek LLC (James Clay) for exploratory work, including land survey, cultural resource investigation, geotechnical investigation, appraisal and environmental site assessment. All this to determine the feasibility of building a City pump station at the site, as that property and the surrounding properties do not have access to gravity sanitary sewer.

E. Electric Vehicle Charging Station- 7th Street

The Committee discussed allowing an electrical vehicle charging station and potential locations for the station(s). Bode stated that future discussions are needed regarding who would provide the power, and who would maintain and be responsible for the station(s) as he doesn't believe the City should pay for the upfront or ongoing cost of the station.

The Committee agreed that the parking lot at 7th and Front Streets would be an ideal location for a charging station. However, at this time the use of City funds for a station should not occur.

F. Discuss Ordinance RE: Streamlining City Council items

Banham presented a draft Ordinance for the Committee to consider which would pre-authorize approval of expenditures for goods and services in the City's final adopted annual budget, rather than having to seek City Council approval separately if the amounts did not exceed what is budgeted. The Council would still be able to review these expenses on a quarterly basis. The Committee discussed which items they would still like to have brought back to City Council and the pros and cons of that approach. No final decision was made at the meeting.

The June 5, 2019 Special Council Meeting was adjourned at 5:50 p.m.

Scott Korthuis, Mayor

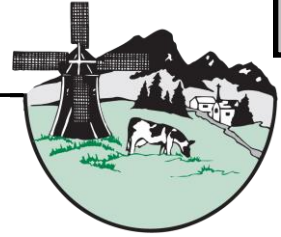
CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	6-17-2019	
Name of Agenda Item:	Regular Council Minutes- June 3, 2019 DRAFT	
Section of Agenda:	Approval of Minutes	
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 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- June 3, 2019	
Summary Statement:	See attached.	
Recommended Action:	Council review.	

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

June 3, 2019

1. CALL TO ORDER

Mayor Korthuis called to order the June 3, 2019 regular session of the Lynden City Council at 7:00 p.m. at the Lynden City Hall Annex.

ROLL CALL

Members present: Mayor Scott Korthuis and Councilors Ron De Valois, Jerry Kuiken, Brent Lenssen, Nick Laninga, and Kyle Strengholt.

Members absent: Councilors Gary Bode and Mark Wohlrab absent with notice.

Staff present: Fire Chief Mark Billmire, Parks Director Vern Meenderinck, Planning Director Heidi Gudde, Police Chief John Billester, City Clerk Pam Brown and City Administrator Mike Martin.

OATH OF OFFICE - None

APPROVAL OF MINUTES

Councilor Strengholt moved and Councilor De Valois seconded that the minutes of May 20, 2019 be approved with the noted correction on page 1. Motion approved on a 5-0 vote.

ITEMS FROM THE AUDIENCE

Scheduled: None

Nonscheduled:

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

Ms. Ripke-Kutsagoitz shared her views concerning pornography and the mural in the Lynden post office.

Gary Vis- Director of Lynden Chamber of Commerce, 518 Front Street, Lynden

Mr. Vis thanked city staff for their help and support with the Farmer's Day Parade. He estimates that approximately 12,000 people attended the parade and there has been some requests to expand the parade route.

Mayor Korthuis introduced Chief Michael Knapp to council and staff. Chief John Billester is scheduled to retire in July 2019. The Public Safety Committee is scheduled for June 13, 2019 and all council members are encouraged to attend.

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

2. CONSENT AGENDA

Approval of Payroll Disbursed – May 16-31, 2019

Paychex EFT	\$282,256.39
City of Lynden EFT	\$68,014.53
Warrant Liability	\$57,840.46
	\$408,111.38

Approval of Claims – June 4, 2019

Manual Warrants No.	73123	through	73127		\$29,388.10
EFT Payment Pre-Pays					\$947,724.88
				Sub Total Pre-Pays	\$977,112.98
Voucher Warrants No.	72931	through	72973		\$93,206.67
EFT Payments					0.00
				Sub Total	\$93,206.67
				Total Accts. Payable	\$1,070,319.65

Councilor Kuiken moved and Councilor Strengholt seconded to approve the Consent Agenda. Motion approved on 5-0 vote.

3. PUBLIC HEARING

Ordinance No. 1581- Amends Chapter 19 LMC

Ordinance 1581 is one of three ordinances which propose to update the residential design standards for the City of Lynden. Specifically, Ordinance 1581 repeals sections related to residential development standards and replaces with a more concise version of the same chapters. The action removes repetitive aesthetic design standards from each section and consolidates them into Chapter 19.22 which is proposed with the subsequent Ordinance 1582.

Planning staff has worked closely with the Design Review Board, the Planning Commission, and Building Official to develop Chapter 19.22 and make a corresponding amendment to Chapter 18.

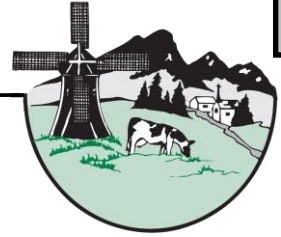
On April 11 the Planning Commission held a public hearing and recommended approval of the attached code revision as represented by Ordinance 1580, 1581, and 1582.

On May 29 the Community Development Committee met and recommended a modification to section 19.31.20(B) as it relates to RV storage.

Staff is proposing that the new design standards take effect on October 1, 2019 to allow time to inform residential developers, designers, and builders of the proposed changes.

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

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

Councilor Lenssen moved and Councilor Strengholt seconded to approve Ordinance No. 1581 which amends Title 19 of the Lynden Municipal Code as part of the revisions to residential design standards. Motion approved on 5-0 vote.

Ordinance No. 1580-Amends Chapter 18 of the LMC

Ordinance 1580 is one of three ordinances which propose to update the residential design standards for the City of Lynden. Planning staff has worked closely with the Design Review Board, the Planning Commission, and Building Official to develop Chapter 19.22 and make a corresponding amendment to Chapter 18.

Ordinance 1580 specifically alters Chapter 18 to coordinate with the revisions in Chapter 19 and the addition of 19.22.

Although 19.22 is a new chapter in the Lynden Municipal Code, many of the design standards currently exist but repetitiously appear in each zoning category. Aside from the consolidation of standards, the amendments touch on site design, architecture, accessory structures, landscaping and screening, and street trees. The code also clarifies the path to seeking relief from the design standards which allows alternate designs to be considered and approved by the Design Review Board. Full review documents were provided to Council in the May 20th meeting package. (A more detailed summary of the amendments is included in the attached staff memo.)

On April 11 the Planning Commission held a public hearing and recommended approval of the attached code revision as represented by Ordinance 1580, 1581, and 1582.

Staff is proposing that the new design standards take effect on October 1, 2019 to allow time to inform residential developers, designers, and builders of the proposed changes.

Mayor Korthuis opened the Public Hearing at 7:18 p.m.

There were no comments.

Mayor Korthuis closed the Public Hearing at 7:18 p.m.

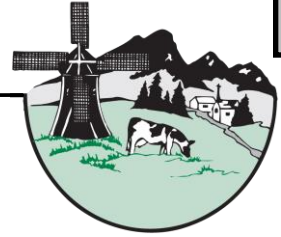
Councilor Lenssen moved and Councilor Strengholt seconded to approve Ordinance No. 1580 which amends Title 18 of the Lynden Municipal Code as part of the revisions to residential design standards and authorize the Mayor's signature on the document. Motion approved on 5-0 vote.

Ordinance No. 1582- Addition of Section 19.22 LMC

Ordinance 1582 is one of three ordinances which propose to update the residential design standards for the City of Lynden. Specifically, it adopts a new section of code, Chapter 19.22. Planning staff has worked closely with the Design Review Board, the Planning Commission, and Building Official to develop Chapter 19.22 and make corresponding revisions to Chapter 18 and other sections of Chapter 19. Full review documents were provided to Council in the May 20th meeting package.

Although 19.22 is a new chapter in the Lynden Municipal Code, many of the design standards currently exist but repetitiously appear in each zoning category. Aside from the consolidation of standards, the amendments touch on site design, architecture, accessory structures, landscaping and screening, and street

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

trees. The code also clarifies the path to seeking relief from the design standards which allows alternate designs to be considered and approved by the Design Review Board.

On April 11 the Planning Commission held a public hearing and recommended approval of the attached code revision as represented by Ordinance 1580, 1581, and 1582.

On May 29 the Community Development Committee met and recommended a clarification related to the front yard setback of detached garages. This revision would appear in LMC 19.22.040.

Staff is proposing that the new design standards take effect on October 1, 2019 to allow time to inform residential developers, designers, and builders of the proposed changes.

Mayor Korthuis opened the Public Hearing at 7:20 p.m.
There were no comments.
Mayor Korthuis closed the Public Hearing at 7:20 p.m.

Councilor Lenssen moved and Councilor Strengholt seconded to approve Ordinance No. 1582 as presented which amends Title 19 of the Lynden Municipal Code as part of the revisions to residential design standards and authorize the Mayor's signature on the document. Motion approved on 5-0 vote.

Councilor Lenssen thanked Planning Director Heidi Gudde and the Planning Department staff for all their work with this project and how well it was accomplished.

4. UNFINISHED BUSINESS- None

5. NEW BUSINESS- None

6. OTHER BUSINESS

Council Committee Updates

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

- Possible parking space provisions and other items related to the building downtown, known as the liquor store
- Design Standards that were just adopted
- Special Event permit for "Hot Summer Night" event scheduled in August
- Annual calendar of events for DBA events

Mayor Korthuis reported that the Dutch Embassy in Washington D.C. contacted him a few weeks ago and they will be sending a contingent of five people to Lynden on July 24, 2019 and the City is preparing for that visit. It will be a day-event, and which will include a breakfast with council members so maybe mark your calendars.

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



7. EXECUTIVE SESSION

Council did not hold an executive session

8. ADJOURNMENT

The June 3, 2019 regular session of the Lynden City Council adjourned at 7:31 p.m.

Pamela D. Brown, City Clerk

Scott Korthuis, Mayor

DRAFT

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 17, 2019	
Name of Agenda Item:	Susan Marks & Caryl Dunavan- Commission on Sexual & Domestic Violence	
Section of Agenda:	Scheduled Items from Audience	
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:	If there are handouts, they will be provided by the speakers at the June 17 meeting.	
Summary Statement:	Annual presentation on the work of the Commission on Sexual & Domestic Violence in communities.	
Recommended Action:	No action required.	

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	6/17/2019	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Department:	Finance	
Contact Name/Phone:	Anthony Burrows (360) 354-2829	
Council Committee Review:		
<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: _____		
Attachments:		
None		
Name of Agenda Item:		
Approval of Payroll and Claims		
Summary Statement:		
<p>RCW 42.24.180 sets forth the conditions for issuance of warrants or checks before Council approval. The auditing officer and the City officers designated to sign the warrants shall have an official duty for the faithful discharge of his or her duties.</p> <p>The City Council has adopted contracting, hiring, purchasing, and disbursing policies that implement effective internal controls; and shall provide for its review of the documentation supporting claims paid for its approval of all warrants issued in payment of claims and/or payroll at regularly scheduled public meetings within one month of issuance.</p> <p>The City Council shall require that if, upon review, it disapproves some claims and/or payroll, the auditing officer and the officer designated to sign the warrants or checks shall jointly cause the disapproved claims to be recognized as receivables and to pursue collection diligently until the amounts disapproved are collected or until the City Council is satisfied and approves the claims and/or payroll.</p> <p>The Finance Committee and/or full City Council may stipulate that certain kinds or amounts of claims and/or payroll should not be paid before the City Council has reviewed the supporting documents.</p>		
Recommended Action:		
Approve the payment of City Payroll and Claims.		

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 17, 2019	
Name of Agenda Item:	Request to use Parks Capital Reserve funds for Berthusen Park	
Section of Agenda:	Consent	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
None		
Summary Statement:		
<p>The budget for 2018 included funds for a new restroom at Berthusen Park. Unfortunately our time line did not work out to accomplish the work in 2018. It was agreed to by the Parks Committee to roll over the funds into the 2019 budget.</p> <p>I (we) neglected to inform finance of the rollover of funds and thus it was not included in the 2019 budget. Finance Dept has been informed of the request and indicated that there are enough funds available in the Capital Reserve fund to be able to transfer the funds this year.</p> <p>Subsequently, the cost has increased and we also need to make some very badly needed repairs to the roadway in the park.</p> <p>The Parks Department is requesting approval to use Parks Capital Reserve funds to complete the restroom replacement and repair the road this fall.</p> <p>Parks committee will review this request at their June 17 meeting and ask to bring it to full council for approval.</p>		
Recommended Action:		
Approve the expenditures of up to \$250,000 for the Berthusen Park restroom replacement and roadway repair from the Parks Capital Reserve fund.		

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 17, 2019	
Name of Agenda Item:	Resolution No. 1003 to set Public Hearing Date for Potential Street Vacation of the Current Right of Way between 135 and 136 Terrace Drive	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Resolution No. 1003 with exhibits	
Summary Statement:	<p>This potential street vacation is a 24-foot wide right-of-way easement between 135 and 136 Terrace Drive. This is part of the 1962 Plat and currently serves three undeveloped lots to the south. It is the opinion of City staff, after consulting with the Public Works Committee, that it would better serve the public interest for this to be a private access easement rather than public right-of way. The City would retain ownership of a utility access easement for the waterline already installed under this section.</p> <p>The vacation of this unimproved right-of-way would allow the properties on the east and west sides more flexibility in their residential construction adjacent to a private easement. It would also allow for more appropriate street improvement standards to be applied when the roadway is constructed. This vacation is conditioned on lots 135 and 136 recording a private access easement for the three properties to the south.</p>	
Recommended Action:	That City Council approve Resolution No. 1003 to set the public hearing date of July 15, 2019 to hear comments on the potential street vacation of the current right of way between 135 and 136 Terrace Drive, and authorize the Mayor’s signature on resolution.	

RESOLUTION NO. 1003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNDEN TO HOLD
A PUBLIC HEARING ON A POTENTIAL VACATION OF THE CURRENT
PUBLIC RIGHT-OF-WAY SOUTH OF TERRACE DRIVE IN LYNDEN.

WHEREAS, the City of Lynden is considering the vacation of the right-of-way, south of Terrace Drive in Lynden and is described as follows:

A PORTION OF RIGHT-OF-WAY WITHIN THE PLAT OF MOUNTAIN VIEW TERRACE, AN ADDITION TO THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN WHATCOM COUNTY, WASHINGTON, AFN 940903, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 18 OF SAID PLAT; THENCE SOUTHERLY A DISTANCE OF 88 FEET ALONG THE EAST LINE OF SAID LOT 18 TO A POINT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 17 OF SAID PLAT; THENCE SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 63.57 FEET, SAID CURVE ALSO BEING THE EAST LINE OF SAID LOT 17, TO THE SOUTHEAST CORNER OF SAID LOT 17; THENCE CONTINUING ALONG THE SAME SAID CURVE TO THE RIGHT AN ARC LENGTH OF 32.81 FEET ALONG THE NORTHEAST LINE OF LOT 16 OF SAID PLAT, TO THE NORTHEAST CORNER OF SAID LOT 16, SAID NORTHEAST CORNER ALSO BEING THE **TRUE POINT OF BEGINNING**. CONTINUING FROM THE **TRUE POINT OF BEGINNING**, ALONG SAME SAID RIGHT CURVE PROJECTED EASTERLY FROM SAID NORTHEAST LINE OF LOT 16 TO THE NORTHWEST CORNER OF LOT 15 OF SAID PLAT; THENCE SOUTHERLY A DISTANCE OF 113.09 FEET ALONG WEST LINE OF SAID LOT 15 TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE WESTERLY A DISTANCE OF 24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE NORTHERLY A DISTANCE OF 113.09 FEET ALONG THE WEST LINE OF SAID LOT 16 TO THE **TRUE POINT OF BEGINNING**.

COMMONLY DESCRIBED AS: The 24-foot wide easement that runs between 135 and 136 Terrace Drive, Lynden.

WHEREAS, Chapter 35.79 RCW and LMC 17.21.070 provide the City with the authority to vacate certain rights-of-way by resolution after a public hearing, and

WHEREAS, the City of Lynden will provide notice of the public hearing as set out in Section 17.21.030 (B) of the Lynden Municipal Code, and RCW 35.79.020 for the Proposed Right-of-Way Vacation; and

WHEREAS, if fifty percent of the abutting property owners as shown on Exhibit A file written objection to the Proposed Right-of-

Way Vacation with the City Clerk, prior to the time of hearing, the City shall be prohibited from proceeding with the Proposed Right-of-Way Vacation;

NOW THEREFORE BE IT RESOLVED that the Mayor and the City Council of the City of Lynden will hold a public hearing on the Proposed Right-of-Way Vacation on July 15, 2019 at the Lynden City Council Chambers located at 205 4th Street in Lynden.

PASSED by the City Council this _____ day of _____, 2019. Signed and approved by the Mayor this _____ day of _____ 2019.

MAYOR

ATTEST:

City Clerk

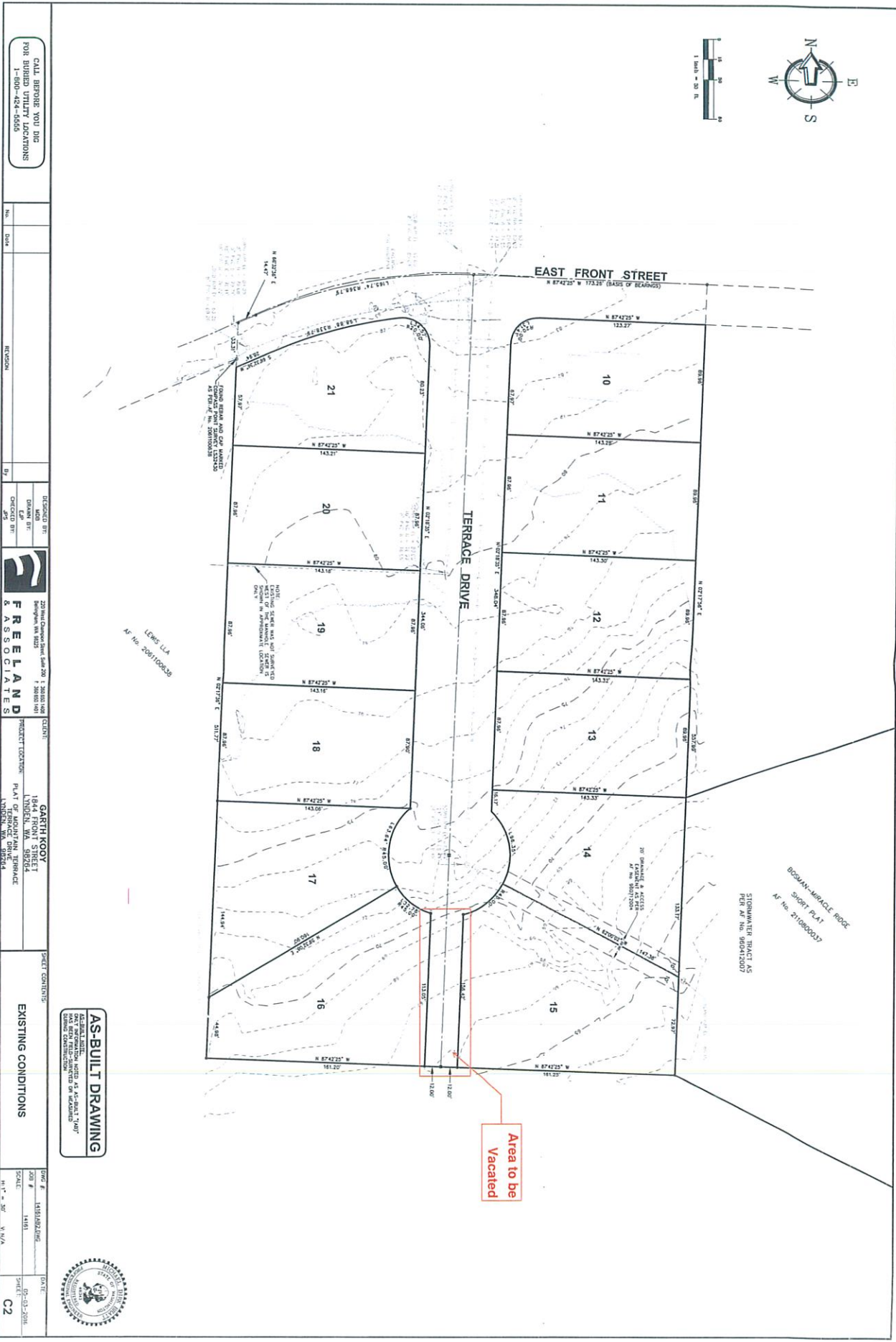
APPROVED AS TO FORM:

City Attorney

State of Washington
County of Whatcom

Signed by Mayor Scott Korthuis and attested by Pam Brown before me on this ___ day of _____, 2019.

NOTARY PUBLIC, in and for the
State of Washington, residing at



CALL BEFORE YOU DIG
FOR BURIED UTILITY LOCATIONS
1-800-424-6555

NO. 2044 REGION

DESIGNED BY: [blank]
DRAWN BY: [blank]
CHECKED BY: [blank]



3200 West Commonwealth Ave. Suite 200
Baltimore, MD 21201
PROJECT LOCATION:
1444 FRONT STREET
LINDEN, VA 22644

GARIN KOY
1444 FRONT STREET
LINDEN, VA 22644

SHEET CONTAINS:
EXISTING CONDITIONS

AS-BUILT DRAWING
EXISTING CONDITIONS

DATE: 05-03-2018
SCALE: 1/4" = 1'-0"
SHEET: C2





CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	June 17, 2019	
Name of Agenda Item:	Resolution No. 1005 to set Public Hearing Date for Potential Street Vacation of the Current Right of Way for the 17 th Street Extension Project	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Resolution No. 1005 with exhibits	
Summary Statement:	<p>The right-of-way to extend 17th Street was granted as through a court ordered settlement. This right-of-way easement severely limits what can be built to the east due to the proximity of Double Ditch. The City is designing the extension and has determined a revised right-of-way location shifted 8 feet further west will allow construction of a City Standard street preserving the opportunity for a hedge on the west behind the sidewalk and allowing more space on the east to build. This proposed right-of-way vacation is conditioned on an agreement to exchange if for right-of-way 8 feet to the west.</p>	
Recommended Action:	<p>That City Council approve Resolution No. 1005 to set the public hearing date of July 15, 2019 to hear comments on the potential street vacation of the current right of way for the 17th Street Extension Project, and authorize the Mayor's signature on resolution.</p>	

A Resolution of the City Council of the City of Lynden to hold a Public Hearing on a potential street vacation of the current right of way for the 17th Street extension to Lynden.

WHEREAS, City of Lynden ("City"), is considering the vacation of the right-of-way easement for the extension of 17th Street resulting from the Settlement between Marina Timmermans and the City of Lynden executed on or about October 29, 2013, a copy of which is attached hereto as EXHIBIT A; and

WHEREAS, the owners of the property underlying the proposed vacated easement and the City have agreed to exchange the vacated easement for a similar easement of equal value located slightly west of the easement being vacated, which agreement is attached hereto as Exhibit B; and

WHEREAS, Chapter 35.79 RCW and LMC 17.21.070 provide the City with the authority to vacate certain rights-of-way by resolution after a public hearing, and

WHEREAS, the City of Lynden will provide notice of the public hearing as set out in Section 17.21.030 B of the Lynden Municipal Code, and RCW 35.79.020 for the Proposed Right-of-Way Vacation; and

WHEREAS, if fifty percent of the abutting property owners as shown on Exhibit A file written objection to the Proposed Right-of-Way Vacation with the City Clerk, prior to the time of hearing, the City shall be prohibited from proceeding with the Proposed Right-of-Way Vacation;

NOW THEREFORE BE IT RESOLVED that the Mayor and the City Council of the City of Lynden will hold a public hearing on the Proposed Right-of-Way Vacation on July 15, 2019 at the Lynden City Council Chambers located at 205 4th Street.

APPROVED this ____ day of _____ 2019.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK PAM BROWN

CITY ATTORNEY



Request of: ZERVAS LAW

RETURN DOCUMENT TO:

Greg Greenan
Zender Thurston PS
PO Box 5226
B'ham, WA 98227

Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047

DOCUMENT TITLE(S):
- Agreement

AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S) BEING ASSIGNED OR RELEASED:
N/A

Additional reference numbers can be found on page _____ of document.

GRANTOR(S)/GRANTEES
CITY OF LYNDEN
MARINA A. TIMMERMANS

Additional grantor(s) can be found on page _____ of document.

GRANTEE(S) ^{GRANTORS}
(CITY OF LYNDEN,
MARINA A. TIMMERMANS)

Additional grantee(s) can be found on page _____ of document.

ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.)
LOT B TIMMERMANS LLA AS REC AF 2021003073;
LOT C TIMMERMANS LLA AS REC AF 2021003073;
LOT 3 TIMMERMANS SHORT PLATS REL BOOK
13 SHORT PLATS PG 28

Additional legal(s) can be found on page _____ of document.

ASSESSOR'S 16-DIGIT GEO-PARCEL NUMBER: 400319 394429
0000; 400319396411 0000; 400319 406430 0000

Additional numbers can be found on page _____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

FILED
SETTLEMENT AND RELEASE AGREEMENT

2013 OCT 30 PM 2:35

THIS SETTLEMENT AND RELEASE ("Agreement") is entered into by and between Marina Timmermans ("Mrs. Timmermans"), a single person, and the City of Lynden ("Lynden"), a Washington municipal corporation, (collectively, "Parties"), and shall be effective as of the date of full execution entered below.

WHEREAS, the City of Lynden is a municipal corporation with a population of approximately 12,000 people, located in Whatcom County, Washington;

WHEREAS, Mrs. Timmermans owns property within Lynden, to wit: 1703 Main Street. Lynden, WA 98264, which is legally described as follows:

That portion of the East half of the Southwest quarter of the Northeast quarter, Section 19, Township 40 North, Range 3 East of W.M., described as follows: Commencing at a point on the North line of the Southwest quarter of the Northeast quarter of Section 19, Township 40 North, Range 3 East, 8 rods East of the Northwest corner of said East half of the Southwest quarter of the Northeast quarter; Thence South along a line parallel to and 8 rods East of the West line of the East half of the Southwest quarter of the Northeast quarter, a distance of 408 feet; Thence East parallel with the North line of said quarter quarter to a point 268 feet due West of the East line of said East half of the Southwest quarter of the Northeast quarter; Thence North to a point 230 feet South of the North line of the Southwest quarter of the Northeast quarter; Thence East 58 feet; Thence North to the center of a creek running along the Northeast corner of property; Thence Northerly following the center of said creek to the North line of the Southwest quarter of the Northeast quarter; Thence West along said North line of the Southwest quarter of the Northeast quarter to the point of beginning. EXCEPT Main Street (County Road No. 106).

Situated in Whatcom County, Washington.

WHEREAS, in order to complete the extension of 17th Street north to Main Street in the City of Lynden it is necessary to route the street through Mrs. Timmermans' property;

WHEREAS, in connection with the Timmermans' October 2, 1985, Short Plat, and anticipating its future need for a portion of the Timmermans' property for the eventual street extension, the City imposed a covenant barring the development of any structures within a delineated portion of Lot B; because the location of the street extension has been changed, the City no longer needs the covenanted area;

WHEREAS, on April 12, 2007, Lynden filed a condemnation petition (Petition) in the Superior Court of the State of Washington in and for Whatcom County naming Mrs. Timmermans as respondent for the purpose of condemning an easement for the 17th Street right-of-way through Mrs. Timmermans' property;

WHEREAS, on July 16, 2010, the parties filed a stipulated order on public use and necessity wherein they agreed that (a) the actual right-of-way would be shifted eastward, and (b) before trial, the City could elect to base just compensation on the area delineated in the Petition or on the actual agreed-to right-of-way location;

WHEREAS, In response to the Petition, Mrs. Timmermans filed two claims for inverse condemnation based upon denial of a short plat application occurring before the filing of the petition and alleged delay following the filing of the petition, which claims were dismissed—the first by the parties' stipulation, and the second by the court;

WHEREAS, the parties agreed on a resolution of the issue of just compensation as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Easement. Concomitant with the payment described in Section 2, the parties will execute and file (with the Court and the Whatcom County Assessor's Office) the stipulated judgment and decree of appropriation attached hereto as Exhibit A, thereby transferring to the City of Lynden the easement contemplated in the Stipulation on Public Use and Necessity.

2. Timing of Payment. Lynden shall deliver or cause delivery of its payment of Two Hundred and Fifty Thousand Dollars (\$250,000.00), by check made payable to IOLTA, Zervas Law, P.S., to the offices of Zervas Law located at 1909 Broadway, Bellingham, WA, on or before close of business on October 31, 2013, in payment for the easement referenced in Paragraph 1.

3. Dismissal. The Parties shall move for dismissal of the condemnation action with prejudice and without costs or fees to either party except as otherwise provided herein, no later than 10 days after the disbursement of funds to Mrs. Timmerman. Dismissal shall occur upon entry of an order of dismissal by the court consistent with the terms of this Agreement.

4. Release, Cancel and Void No-build Covenant. The City shall also cancel, release and void the covenant against building any structures that was imposed in connection with the October 3, 1985, Timmermans Short Plat. Should it be determined that any further

action by the City is required to complete the covenant's cancellation, release and void, the City will undertake such action without undue delay.

5. Mutual Release. For and in consideration of the payment of the sum of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) and the easement conveyed in consideration thereof, the undersigned parties herewith release and forever discharge each other and their respective insurers, predecessors, successors and affiliated companies, as well as all of their agents, employees, owners, and attorneys from all claims in any way relating to the lawsuit entitled *City of Lynden, Petitioner v. Marina A. Timmermans, Respondent*, Cause Number 07 2 00866 3, except as set out in the October 7, 2013, Order Granting Petitioner's Motion for Partial Summary Judgment.

The City of Lynden agrees to pay Mrs. Timmermans the sum of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) by delivering to Zervas Law, P.S., a check for the full amount that is made payable to IOLTA Zervas Law, P.S. on or before the close of business on October 31, 2013, and Maria Timmermans agrees to convey the easement described in Exhibit A.

As part of the consideration of the agreed settlement of the above case Mrs. Timmermans herewith warrants that no other person or entity has an ownership interest in the Timmermans property that is the subject of this agreement that would entitle that person to share in any award for just compensation for the interest therein condemned by the City of Lynden.

This is a compromised settlement of disputed claims and is not an admission of fault or liability by anyone.

The undersigned warrant and represent that they have not sold, assigned, granted or transferred to any person, firm, or corporation any claim, demand, action or cause of action, or any part thereof, which could affect their right to execute this Agreement. The undersigned warrant and represent that they have full authority to do so, and bind themselves to this Agreement.

The preparation of this Agreement has been a joint effort and the resulting document shall not be construed more severely against any one of the parties than against the other.

6. Remedy for Breach. For any breach of this Agreement all remedies in law and equity shall be available including the remedy of specific performance.

7. Reasonable Costs and Attorney's Fees. In the event it becomes necessary for either party to retain an attorney to undertake action to induce or enforce or defend a claim under this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs related to the enforcement or defense of a claim under this Agreement.

8. Amendment. This Agreement may not be modified or amended except by the written agreement of the parties.

9. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Washington.

10. Complete Agreement. This Agreement, including its Exhibits, and the Purchase and Sale Agreement of even date is a fully integrated and complete Agreement and supersedes all prior or contemporaneous oral or written agreements or understandings between the parties apart from the terms and provisions expressly set forth or incorporated herein.

11. Severability. If any section, subsection, sentence, clause, or phrase in this Agreement is for any reason held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Complete Understanding. The undersigned hereby declare that the terms of this Settlement and Release Agreement have been completely read and are fully understood and voluntarily accepted, following ample opportunity to confer with legal counsel, for the purpose of making a full and final compromise and settlement of any and all claims or potential claims, disputed or otherwise arising prior to the date of this Settlement and Release Agreement.

13. Authorization. Each person signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of and to bind the party represented, and that any necessary conditions precedent to the execution of this Agreement on behalf of the party represented have been satisfied.

14. Counterparts. This Agreement may be executed in counterparts and each executed counterpart shall have the same force and effect as the original instrument and as if all of the parties to the counterparts had signed the same instrument. Electronic facsimile signatures and/or electronically scanned signatures shall be sufficient to demonstrate a party's assent to this Agreement. If the counterparts are not signed on the same day, the effective date of this Agreement shall be the latter date of the two dates.

15. Effective Date. This Agreement shall be effective as of the as of the date of full execution entered below.

DATED: 10-26-2013
Marina Timmermans

Marina Timmermans

DATED: 10-29-2013
City of Lynden

By: Scott Korbue

Title: Mayer

Exhibit A

FILED
2013 OCT 30 PM 2:35

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF WHATCOM

CITY OF LYNDEN, a non-charter code city, Petitioner, v. MARINA A. TIMMERMANS, Respondent.		No. 07 2 00866 3 STIPULATED JUDGMENT AND DECREE OF APPROPRIATION Judge Snyder
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JUDGMENT SUMMARY

Judgment Creditor:	MARINA A. TIMMERMANS
Attorney For Judgment Creditor:	DOMINIQUE ZERVAS
Judgment Debtor:	CITY OF LYNDEN
Principal Judgment Amount Due:	\$250,000.000
Interest to date of Judgment:	included in Principal Judgment amount
Attorney Fees:	included in Principal Judgment amount
Expert Witness Fees:	included in Principal Judgment amount
Evaluation Costs:	included in Principal Judgment amount
Other Amounts:	included in Principal Judgment amount

THIS MATTER coming on before the above-entitled court, Petitioner the City of Lynden appearing by T. Gregory Greenan, Zender Thurston PS, and Respondent Marina A. Timmermans, appearing by and through Dominique Zervas, Zervas Law, P.S.; and the undersigned parties having agreed that TWO HUNDRED FIFTY THOUSAND and 00/100

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Dollars (\$250,000.00) is just compensation for the taking and/or damaging of the property and/or property rights as described in Exhibit "A", now, therefore,

IT IS ORDERED, ADJUDGED AND DECREED that upon entry of this stipulated order, the State shall become the owner of the property and/or property rights as described in the attached Exhibit "A."

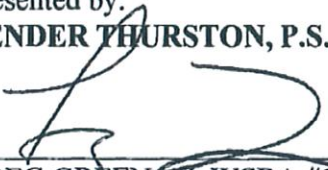
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that entry of this decree terminates all further litigation in this matter except for any proceedings that may be necessary to determine entitlement to these funds and any orders necessary to disburse the funds.

DONE IN OPEN COURT this 30 day of October, 2013.

Charles R. Snyder

JUDGE SNYDER
Whatcom County Superior Court

Presented by:
ZENDER THURSTON, P.S.



GREG GREENAN, WSBA #16094
BRYAN L. PAGE, WSBA #38358
Attorney for Petitioner

Copy Received; Approved for Entry:
ZERVAS LAW, P.S.

 10-26-13

DOMINIQUE ZERVAS, WSBA #34098
Attorney for Respondent

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EXHIBIT A
LEGAL DESCRIPTION, AND MAP DEPICTING, EASEMENT

Exhibit A
Easement Description

A tract of land within the Southwest quarter of the Northeast quarter of Section 19, Township 40 North, Range 3 East of W.M., being a portion of Lot B and Lot A of "Timmermans Lot Line Adjustment" as per the map thereof recorded under Whatcom County Auditor's File Number 2021003073 and also being a portion of Lot 3 of "Timmermans Short Plat" as per the map thereof recorded under Whatcom County Auditor's File Number 1630446 and being more particularly described as follows:

Commencing at the northwest corner of Lot B of "Timmermans Lot Line Adjustment" as per the map thereof recorded under Whatcom County Auditor's File Number 2021003073; thence North 89°05'32" East along the north line of Lot B a distance of 98.10 feet to the *True Point of Beginning*; thence Southerly on a tangent curve to the right, having a radius of 13.00 feet, through a central angle of 90°00'00" an arc distance of 20.42 feet to a point of tangency; thence South 00°54'28" East a distance of 113.82 feet to a point on the south line of Lot B, being also the north line of Lot C of said Lot Line Adjustment; thence continuing South 00°54'28" East a distance of 75.98 feet to the beginning of a tangent curve to the left, thence southerly along said curve to the left, having a radius of 220.00 feet, through a central angle of 42°34'22" an arc distance of 163.47 feet to the beginning of a tangent reverse curve with a radius of 470.00 feet; thence southerly along said curve to the right through a angle of 4°13'35" an arc length of 34.67 feet to the southeast corner of Lot C, "Timmermans Lot Line Adjustment"; thence North 00°20'22" East along the east line of Lot C a distance of 93.39 feet to the beginning of a non tangent curve to the right, which radius point bears North 58°19'48" East; thence northerly along said curve to the right, having a radius of 160.00 feet, through a central angle of 30°45'45" an arc distance of 85.90 feet to a point of tangency; thence North 00°54'28" West a distance of 89.82 feet to the north line of Lot C, "Timmermans Lot Line Adjustment" being also the south line of Lot 3, "Timmermans Short Plat" thence continuing North 00°54'28" West a distance of 99.97 feet to the beginning of a tangent curve to the right; thence northeasterly along said curve, having a radius of 13.00 feet; through a central angle of 90°00'00" an arc distance of 20.42 feet to a point of tangency on the north line of Lot 3 "Timmermans Short Plat"; thence South 89°05'32" West along the north line of Lot 3 and along the north line of Lot B, "Timmermans Short Plat" a distance of 86.00 feet to the *True Point of Beginning*.



Filed for Record at Request of:
CARMICHAEL CLARK, PS
P.O. Box 5226
Bellingham, Washington 98227
(360) 647-1500

DOCUMENT TITLE:
RIGHT-OF-WAY GRANT

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR:
<>

GRANTEE:
<>

ABBREVIATED LEGAL DESCRIPTION:
<>
Full legal description at page 2 hereto

ASSESSOR'S TAX PARCEL NUMBER:
<>

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this ____ day of _____, 2017, by <> ("Grantor") to the CITY OF LYNDEN, a Washington municipal corporation (hereinafter "Grantee" or "City").

The GRANTOR, for and in consideration of public interest and other good and valuable consideration, grants, dedicates and conveys to the GRANTEE, a perpetual and exclusive public easement over the following described real property situated in the City of Lynden, County of Whatcom, State of Washington:

See **Exhibit A** attached hereto, and fully incorporated herein by reference (the "Property").

The purpose of this Right-of-Way Grant is to provide the Grantee with an exclusive, perpetual and unlimited right-of-way for public ingress, egress, utilities, curbs, gutters, sidewalks and all public right-of-way purposes for the Property described at Exhibit A and depicted at **Exhibit B** hereto.

The Right-of-Way Easement shall constitute covenants running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the parties and shall in all respects attach to the individual properties legally described in this Right-of-Way Grant.

GRANTOR:

GRANTEE:

CITY OF LYNDEN, a Washington municipal

<>

By: Scott Korthuis
Its: Mayor

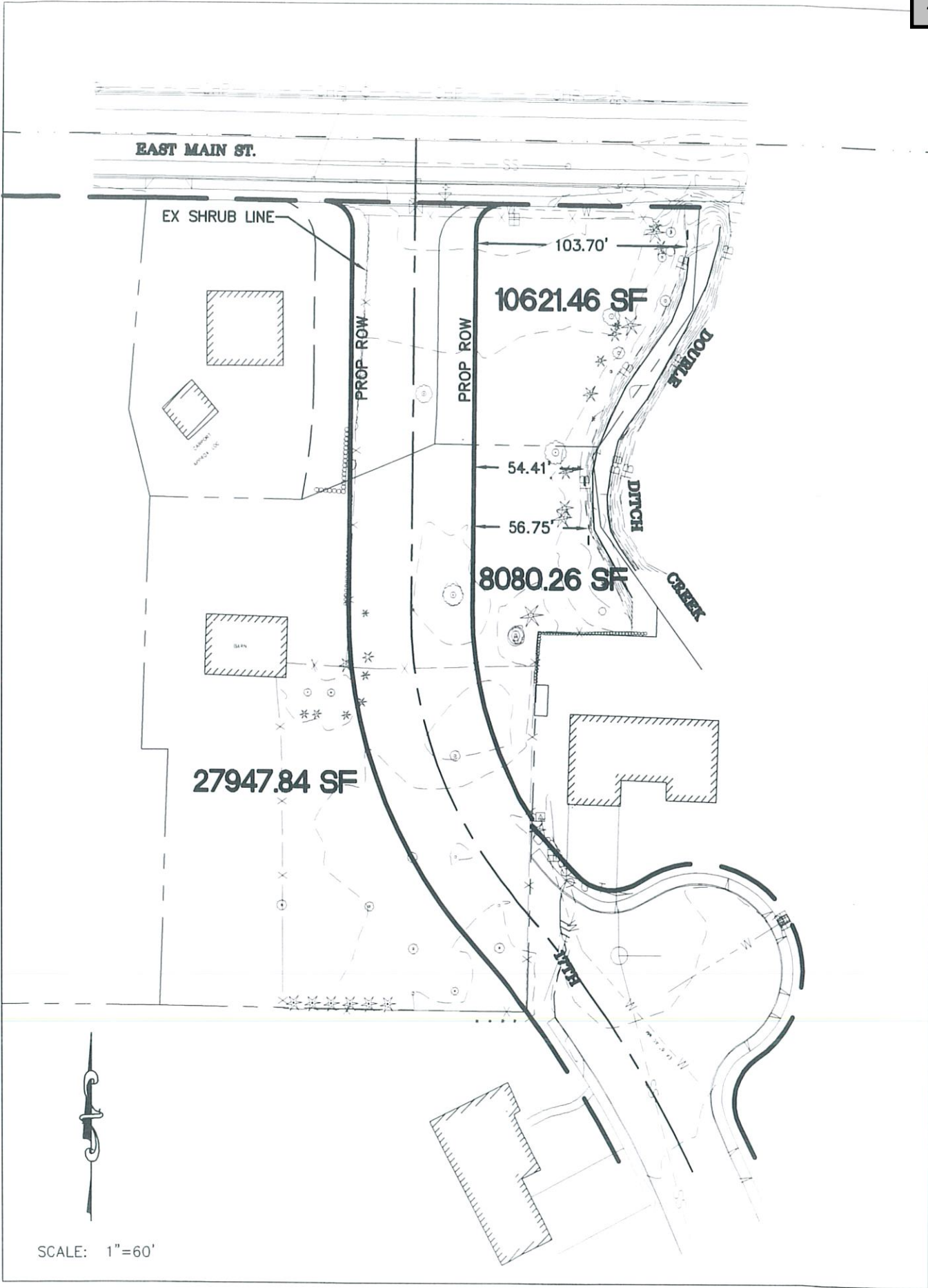
<>

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that <> is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of Washington
Residing at _____



CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 17, 2019	
Name of Agenda Item:	Authorization for the Purchase of Goods and Services Approved in the Budget	
Section of Agenda:	New Business	
Department:	Administration/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: Full Council
	Legal Review:	
	<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Ordinance No. 1583 – Authorization for the Purchase of Goods and Services Approved in the Budget		
Summary Statement:		
<p>The City Council adopts an annual budget for the City, which includes projected itemized expenditures for goods and services.</p> <p>The City finds that it is more efficient for the Mayor, City Administrator and City department heads to purchase goods and services approved in the City’s final adopted annual budget.</p> <p>Ordinance No. 1583 would allow for contracts involving expenditures for goods and services which are itemized in the City’s final adopted budget may be entered into on behalf of the City by the Mayor, City Administrator, or the Director or Chief of the City department responsible for the expenditure, without further Council approval, so long as the expenditure authorized by said contract does not exceed its cost identified in the final adopted budget for that year.</p> <p>City Council approval is required for expenditures for goods and services, which cost is in excess of the itemized amounts approved in the adopted final budget for that year.</p> <p>This ordinance was reviewed by the Finance Committee at their June 17, 2019 meeting and sent forward for approval by the full Council.</p>		
That the City Council approve Ordinance No. 1583 as written and authorize the Mayor’s signature.		

ORDINANCE NO. 1583

AN ORDINANCE OF THE CITY OF LYNDEN, COUNTY OF WHATCOM,
AUTHORIZING PURCHASE OF GOODS AND SERVICES APPROVED IN THE
CITY'S ANNUAL BUDGET

WHEREAS, the City of Lynden adopts an annual budget for the City which includes projected itemized expenditures for goods and services; and

WHEREAS, the City finds that it is more efficient for the Mayor, City Administrator and City department heads to purchase goods and services approved in the City's final adopted annual budget; and

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

NOW THEREFORE, BE IT ORDAINED as follows:

Section 1: Pre-approved Expenses. Contracts involving expenditures for goods and services which are itemized in the City's final adopted budget may be entered into on behalf of the City by the Mayor, City Administrator, or the Director or Chief of the City department responsible for the expenditure, without further Council approval, so long as the expenditure authorized by said contract does not exceed its cost identified in the final adopted budget for that year. The term "contract" as used herein shall be broadly defined to include without limitation written agreements, memorandums of understanding, and purchase orders. Nothing herein affects the City's responsibility to comply with laws governing public bidding or other purchasing standards required by law.

Section 2: Report to Council. The City Administrator shall provide the City Council a list of all Pre-approved Expenses on a regular and at least quarterly basis at a regular City Council meeting.

Section 3: Expenses requiring Council approval. City Council approval is required for expenditures for goods and services which cost in excess of the itemized amounts approved in the adopted final budget for that year.

Section 4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

Section 5. Any ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be in full force and effect five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council this _____ day of _____, 2019, and signed by the Mayor on the _____ day of _____, 2019.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 17, 2019	
Name of Agenda Item:	Police Chief Contract	
Section of Agenda:	New Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
1) Police Chief Contract 2) Knapp Bio		
Summary Statement:		
<p>Lynden Police Chief John Billester is leaving in July. Finding his replacement will take at least six months or longer and during that time we have asked Michael Knapp to serve as interim chief. His contract and biography are attached.</p> <p>Mr. Knapp is well known in the public safety community and has decades of experience in police work. He retired from the FBI as a member of its Senior Executive Service in 1997. He served various law enforcement agencies in California and Washington, including 11 years as Ferndale’s Police Chief.</p> <p>Chief Billester’s final day in the office will be June 28th. Chief Knapp will begin work June 24th so there will be an overlapping transition period.</p>		
Recommended Action:		
Approve the attached contract for Chief Michael Knapp		

CITY OF LYNDEN
INTERIM POLICE CHIEF
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is entered into this 21st day of May 2019, by and between the CITY OF LYNDEN, a Washington municipal corporation (hereinafter the “City”) and Michael Knapp (hereinafter “Employee”) and is effective May 21, 2019.

WHEREAS, the current Police Chief John Billester is retiring on July 5th, 2019; and

WHEREAS, the City desires to employ Michael Knapp as an interim Police Chief; and

WHEREAS, it is the desire of the City Council to provide certain conditions of employment and set working conditions and conditions of temporary employment; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. EMPLOYMENT

1.1 The City hereby agrees that Michael Knapp is employed as the interim Police Chief for the City of Lynden, effective June 24, 2019, and Michael Knapp hereby accepts under such employment, the terms and provision of this Agreement.

II. DUTIES

2.1 Scope of Work. The Employee shall perform all of those responsibilities, duties, and obligations as set forth in the City of Lynden Police Chief Position job description attached hereto as “Attachment A,” and such other duties and responsibilities as are legally and properly assigned by the Mayor or the City Administrator.

2.2 Exempt Position. The Employee is designated as an FLSA Executive Exempt employee and, subject to the City Administrator’s approval, is permitted to design a flexible work schedule as may be warranted to accomplish the continuing objectives of the City, subject to the restriction on hours of work set forth in Section 2.4 of this Agreement. The position of interim Police Chief is also exempt from the provisions of the Washington State Minimum Wage Act.

2.3 Exclusive Employment. During the term of this Agreement, Employee agrees to remain exclusively employed by the City and not to become employed by any other employer until the effective date of termination or resignation. The term “employed” shall not be interpreted to include occasional teaching, writing, or consulting work which does not interfere or conflict with the Employee’s ability to effectively discharge his assigned duties.

2.4 Hours of Work. The standard workweek is forty (40) hours, but Employee's schedule of work shall vary in accordance with the work required to be performed, including such time as is necessary outside normal office hours.

III. SALARY

3.1 Commencing on June 24, 2019, Employee's base salary shall be City of Lynden, Range 36 for Police Chief (S-10) at Step 10 (\$11,080.04 per month). The Employee shall be eligible for cost of living adjustments. The schedule of pay shall be in accordance with City of Lynden Personnel Policies and Procedures AD-24.

IV. PERFORMANCE EVALUATION

4.1 The City Administrator will ordinarily review and evaluate the performance of Employee as needed. Performance and evaluations shall be in accordance with City of Lynden Personnel Policies and Procedures AD-03. The City Administrator and Employee shall define goals and performances objectives of the City's Police Department, and shall further establish a relative priority among those various goals and objectives within the annual operating and capital budgets and the appropriations provided.

V. PERSONAL DEVELOPMENT

5.1 The City shall pay Employee's dues in professional groups, provided they are approved in advance by the City Administrator.

5.2 The City shall pay for the reasonable expenses of Employee's necessary travel and living expenses to represent the City at conferences, seminars, and training classes approved in advance by the City Administrator.

5.3 The City recognizes the desirability of representation in and before local civic organizations, and Employee is authorized to become a member of such civic organizations as approved in advance by the City Administrator. The City agrees to pay the membership fees to Employees in such civic organizations.

VI. VACATION, SICK, HOLIDAY, OTHER LEAVE

6.1 Vacation Leave. Employee shall accrue vacation leave at sixteen and 68/100ths (16.68) hours per month (8.34 hours per pay period) during the term of this Agreement. Accrued but unused vacation leave will be paid out at 100% upon termination.

6.2 Sick Leave. Employee shall accrue sick leave at eight (8) hours per month during the term of this Agreement. Such sick leave shall be cumulative from month to month. There shall be no payout of accrued sick leave at termination.

6.3 Holidays. Employee shall be entitled to two (2) personal, floating holidays to be used during the term of this Agreement based on an eight (8) hour day, and may be used in less than

full-day increments. Unused personal, floating holiday hours will not be cashed out upon termination or resignation. In addition, while this Agreement is in effect, Employee shall be entitled to the following nine (9) holidays (banked as floating holidays) based on an eight (8) hour day, under the terms of this Agreement. These holidays accrue as they occur and holiday hours that have not accrued shall not be cashed out upon termination or resignation.

- a. New Year's Day
- b. Martin Luther King JR's Birthday
- c. President's Day
- d. Memorial Day
- e. Labor Day
- f. Veteran's Day
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Christmas Day

6.4 Bereavement. Employee shall be entitled to five (5) days of bereavement leave without loss of pay for a death in the immediate family, defined as wife, husband, significant other, son, daughter, mother, father, brothers, sister, grandparents, and grandchildren, including step and in-laws, of either Employee or Employee's spouse or significant other. Three (3) days of bereavement leave without loss of pay shall be allowed for any other family member not defined as immediate family.

6.5 Administrative Leave Pending Investigation. The City Administrator may place the Employee on paid administrative leave under circumstances which make it reasonably appropriate for Employee to be absent from the workplace during investigation, resolution, or pendency of procedures appropriate to the circumstances involving Employee.

VII. BENEFITS

7.1 Employee agrees to forgo health insurance for the term of this Agreement in exchange for payment equivalent to 60% of the City's contribution of health insurance premium for Kaiser Permanente / 200 for active employee and spouse. The City shall provide vision and dental coverage through Teamsters Welfare Trust and pay 100% of Employee's premiums for the same. The City shall provide Employee Assistance Program (EAP) and pay 100% of Employee's premiums for the same.

7.2 The City shall contribute an amount of \$250 per month to either the Nationwide deferred compensation plan or the Washington State Department of Retirement System deferred compensation plan, at the Employee's election and following Employee's enrollment in the plan. In addition, the City will contribute to the Washington State Department of Retirement System for LEOFF II in an amount provided for by State and Federal laws.

7.3 Employee shall be covered under the City's associated cities risk pool insurance for any tort, professional liability claim or demand, or any other legal action, whether groundless or not, subject to the terms and limitations of that insurance coverage.

VIII. OTHER PROVISIONS

- 8.1 The City shall provide the following subject to tax pursuant to federal guidelines:
 - a. Unmarked police vehicle to enable Employee to respond from home or otherwise away from the office; provided, however, that the vehicle may be used for personal business subject to City policy on take home vehicles; and
 - b. Initial clothing allowance in the amount of \$500 and a \$600 clothing maintenance allowance in February 2020.

IX. TERMINATION AND RESIGNATION

9.1 Termination. The City can terminate Employee at any time for any cause, with or without notice (except the required notice under Paragraph 10.1), subject to applicable Federal and State laws. Employee shall be entitled to compensation up through the last day of actual service. If termination does not arise out of Employee’s conviction of any felony, illegal action involving personal gain or any other action involving moral turpitude, dishonesty, or deception, then Employee shall be entitled to a cash out of unused, accrued vacation leave and floating holiday pay as provided for in Section VI.

9.2 Employee Initiated Resignation. Nothing herein shall prevent or limit Employee’s right to resign at any time from his employment with the City, provided, however, that Employee is required to provide thirty (30) days’ notice prior to the effective date of resignation. If such notice of resignation is made and it does not arise out of Employee’s conviction of any felony, illegal action involving personal gain or any other action involving moral turpitude, dishonesty, or deception, then Employee shall be entitled to a cash out of unused, accrued vacation leave and floating holiday pay as provided for in Section VI.

X. TERM

10.1 This Agreement shall commence on June 24, 2019 and shall termination on or before June 24, 2020. Should the City appoint a new Police Chief prior to June 24, 2020, the City shall provide Employee thirty (30) days’ notice of sooner termination. The term of this Agreement may be extended by agreement of both parties in writing.

XI. GENERAL PROVISIONS

11.1 Notice. All required notices by the City to the Employee or by Employee to the City shall be delivered either personally to the addressee or may be deposited in the United States Mail, postage prepaid, to the address of the person receiving the notice, indicated below. Any notice so posted in the United State Mail shall be deemed received three (3) days after the date of mailing and the effective date of any such notice shall be the date of mailing.

Notice address for the City:
c/o City Administrator
300 4th Street
Lynden, WA 98264

Notice address for the Employee:

A party may update their notice address by providing written notice to the other party.

11.2 Dispute Resolution. Any disputes shall first be submitted to mediation. If mediation is unsuccessful, or if either party refuses to engage in mediation, the dispute shall be decided by binding arbitration before the Judicial Arbitration and Mediation Services (“JAMS”) located in Seattle, Washington. Each party shall bear the costs of preparation and presentation, including attorneys’ fees and expert witness fess, of its case before arbitration. The cost of the arbitrator shall be shared equally. The decision of the arbitrator shall be binding and final on the parties. The arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures unless the parties agree otherwise. The Agreement shall be governed by the laws of the State of Washington.

11.3 Non-Waiver. Failure by any of the parties to insist upon the strict performance of any covenant, duty, term, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or covenant, duty, term, agreement, or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of their rights or any conditions to their obligations hereunder, or any duty, obligation, or covenant. No waiver of any provision of the Agreement shall be deemed a waiver of any other provision of this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue to be in full force and effect with respect to any other existing or subsequent breach thereof.

11.4 Severability. If any term or provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.5 Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provision of this Agreement.

11.6 Entire Agreement. The entire agreement between the parties is contained in this Agreement and Attachment A, as may be amended. This Agreement supersedes all of their previous understandings and agreements, written or oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by the parties subsequent to the date hereof.

DATED THIS ____ DAY OF _____, 2019

Scott Korthuis, Mayor

Michael Knapp, Employee

Approved as to form:

Robert A. Carmichael, City Attorney

Michael F. Knapp

Mr. Knapp was born and raised in the San Francisco bay area. He is a graduate of San Jose State University and Santa Clara University School of Law. He was appointed a Special Agent of the Federal Bureau of Investigation (FBI) in 1971 where he served the Office of Legal Counsel as well as a number of field and headquarters management positions. He retired in 1997 as a member of the FBI's Senior Executive Service (SES).

Mr. Knapp is a former police officer with the Milpitas, California Police Department and a Deputy Sheriff with the Santa Clara County, California Sheriff's Office. He served as Chief of Police for the City of Medina, Washington (1998-2003); Chief of Police for the City of Ferndale, Washington (2005-2016), and Interim Chief of Police for the City of Blaine, Washington (October, 2017 to June, 2018).

Mr. Knapp is a member of the California Bar Association, a graduate of the FBI National Academy and the Senior Seminar, Foreign Service Institute, United States Department of State. He served in the U.S. Army.

Mr. Knapp has served on several boards and commissions in Whatcom County, including Bellingham-Whatcom County Domestic Violence Commission; Domestic Violence Sexual Assault Services; What County Community College Criminal Justice Advisory Board; Northwest Regional Drug and Gan Task Force Executive Board and Whatcom County Medical Examiner's Advisory Board. He also served on the Boys and Girls Club (Ferndale Branch) Advisory Board, Ferndale Senior Center Board, and the Ferndale School District's Security Committee. He is a past President of the Ferndale Lions Club and a member of the Ferndale Heritage Society. He chaired the Whatcom County Sheriff and Police Chiefs Association from 2006 to 2016, and is Judge Advocate of Ferndale American Legion, Post 154.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 17, 2019	
Name of Agenda Item:	Glennig Street Playground Purchase and Sale Agreement	
Section of Agenda:	New Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Purchase and Sale agreement		
Summary Statement:		
<p>The Lynden School District is selling the 4-acre Glennig Street playground that once served the former Middle School on Main Street. A group of residents who want to preserve that property as green space formed the "Glennig Schoolyard Committee" for that purpose.</p> <p>In late 2018 Committee spokesman, Harlan Kredit, approached the City and asked that it participate in this endeavor. The City agreed and worked with the Committee and the District on terms for selling that property to the City. Those terms are included in the Purchase and Sale agreement (attached) being considered by Council tonight.</p> <p>The City would purchase the property from the District for \$1,450,000. As part of the agreement, the Schoolyard Committee must raise at least \$400,000 and give it to the City by June 27, 2019. That money will be applied to the purchase price. Over the next two years the Committee would raise an additional \$650,000.</p> <p>Importantly, if the Committee is unable to raise the entire amount it promised within two years, the City would sell enough of the Schoolyard to make up whatever deficit there is.</p> <p>The Committee intends to raise \$200,000 as part of a bond measure in November that, if successful, would also fund improvements in other, existing, City parks. The City has agreed to contribute \$200,000 toward the purchase of the Glennig property.</p> <p>The Glennig Street property was once the site of the old Lynden School which was torn down decades ago. The City is currently doing an environmental assessment to ensure there is no contamination on the site.</p>		
Recommended Action:		
Approve the attached Purchase and Sale agreement.		

**REAL PROPERTY
PURCHASE AND SALE AGREEMENT**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement"), dated the _____ day of _____, 2019, is by and between City of Lynden, a municipal corporation ("City"), and the Lynden School District, a municipal corporation ("District"). City and District shall be referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. The District is the sole owner in fee simple of real property in the City of Lynden legally described at EXHIBIT A, situated in Whatcom County, Washington, which is approximately 3.99 acres ("Property").

B. The Property comprises the block bounded by 6th Street and 8th Street to the east and west, respectively, and Glenning Street and Edson Street to the north and south, respectively, in the City of Lynden (tax parcel number 400320 142393 0000).

C. A community group represents to the City that it has raised at least four hundred thousand dollars (\$400,000.00) in pledges from community members to support the City's purchase of the Property.

D. The City desires to purchase the Property from the District, and the District desires to sell the Property to City, for the price and on the terms and conditions set forth in this Agreement.

E. The foregoing recitals are a material part of this Agreement.

NOW, THEREFORE, in consideration of the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Purchase and Sale. The District agrees to sell the Property to the City, and the City agrees to purchase the Property from District, for the price and in accordance with the terms and conditions set forth in this Agreement.

2. Purchase Price and Payment.

2.1. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00). Four hundred thousand dollars (\$400,000.00) of this Purchase Price shall be paid at Closing by a person or entity other than the City. The balance of the Purchase Price will be paid by the City.

2.2. Payment of Purchase Price. The Purchase Price shall be paid in full at Closing (defined below).

3. Title and Related Matters.

3.1 Condition of Title. Prior to Closing, the District shall provide to the City marketable, fee simple absolute title to the Property, free and clear of all matters other than: (a) the normal permitted exceptions contained in a standard owner's title insurance policy; (b) encumbrances acceptable to City; and (c) any encumbrances for liens or for borrowed money to be removed by District at Closing.

3.2 Preliminary Commitment. Within fifteen (15) days of receipt of mutual acceptance of this Agreement, the District shall deliver to the City a preliminary commitment to issue a title insurance policy issued by the Title Insurance Company identified in Section 5.1 hereof, showing condition of title to the Property free and clear of all matters other than the general exceptions contained in the Title Company's standard owner's title insurance policy, and any liens for borrowed money or other obligations which District will remove at Closing. Rights excepted or reserved in federal patents or state deeds, reserved oil, gas and/or mineral rights, utility easements and other easements not inconsistent with City's intended use shall constitute "Permitted Exceptions." In the event that the preliminary commitment shows additional exceptions which are unacceptable to the City, the City shall notify the District within ten (10) days following receipt of the preliminary commitment as to additional exceptions that are not acceptable to the City, and if the District is then unable or unwilling to remove or discharge such exceptions at least ten (10) days prior to Closing, then this Agreement shall be null and void. In the event that such notice is not given by City, any additional exceptions disclosed in the preliminary commitment shall be deemed to be acceptable to City, and the Parties shall proceed with Closing in accordance with the terms of this Agreement.

4. Conditions to Closing.

4.1 City's Conditions. The City's obligation to close this transaction and purchase the Property in accordance with Section 5 hereof shall be subject to and contingent upon performance of all the District's obligations prescribed under this Agreement and upon the additional conditions specified below:

a. Contingency Funding. The City's obligation to close this transaction and to purchase the Property shall be contingent upon the depositing of not less than four hundred thousand dollars (\$400,000.00) by a person or entity other than the City, into an escrow account held by the Escrow Agent to be applied to the Purchase Price for the Property, not later than ten (10) business days following the execution of this Agreement.

b. Seller's Disclosure Statement. City's approval of the District's response to standard Seller's Disclosures for vacant land as specified in RCW 64.06.015, which District will provide within five (5) days of mutual acceptance of this Agreement. The City's right to terminate the Agreement under this section, which may be for any reason, in its sole discretion, must be exercised by delivering written notice of its election to the District on or before the 15th day following receipt of the Seller's Disclosures.

c. Property Inspection. For a period of sixty (60) days following mutual acceptance of this Agreement, the City shall have the right, in person or by agent, independent contractor, or employee, to enter upon the Property subject to this Agreement for purposes of conducting any such inspections as the City shall deem to be required, including property line verifications, all at the sole cost and expense of the City, provided however that the City shall, prior to so entering, give the District prior

notice of its intent to enter and the identity of the person or firm who will make such entry. The results or findings of said inspections and verifications shall meet with the City's satisfaction, in the City's sole discretion. The City shall hold District and the Property harmless from any costs, expenses, claims and liens of or by any persons performing such surveys and inspections. Upon the request of the City, the District shall deliver to the City or make available to the City for inspection (i) all leases and rental agreements related to the Property, (ii) an inventory of all personal property included in the Property, (iii) copies of all documents regarding the environmental condition of the Property, (iv) copies of all permits which affect any portion of the Property or its operation, and (v) any and all instruments affecting District's title to the Property or any part thereof. The City's right to terminate the Agreement under this section, which may be for any reason, in its sole discretion, must be exercised by delivering written notice of its election to the District on or before the sixty (60) day period identified above. The City shall return the Property to as near its original condition as practicable. If the City terminates this Agreement pursuant to this Section, this Agreement will terminate, and the District and the City will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement and except for City's obligations to indemnify the District under this Subsection.

d. Environmental Review. The City's right to enter the Property for any of the below purposes and City satisfaction, in its sole discretion, with the outcome of an environmental assessment not later than ten (10) days prior to Closing. Environmental assessments the City may perform in its sole discretion include without limitation:

- i. Phase I ESA: an environmental due diligence screening typically consisting of a site visit and visual inspection, interviews with persons knowledgeable about the property, examination of public records, scrutiny of aerial images and USGS maps, and review of chain of title documents;
- ii. Phase II ESA: a screening which has all the elements of a Phase I ESA, plus testing of soils, building materials, and/or groundwater for contaminants; and
- iii. Phase III ESA: a screening which has all the elements of a Phase II ESA, plus additional testing and investigation to facilitate remediation of contaminants.

Any work product produced by the City or its consultants under this Section will be for the City's use only and will not be provided to third parties or government entities without the express written consent of the District, unless in the City's opinion disclosure is mandated by the Public Records Act (Chapter 42.56 RCW). In the event the City obtains a request for disclosure of such work product, it shall promptly notify the District in writing of same and provide the District with not less than three (3) business days to file a motion seeking a court order preventing disclosure. The City obligations set forth in this paragraph shall not survive Closing. The City will provide the District with copies of any reports or work product produced under this Section in the event the City elects not to proceed forward to Closing under this Agreement.

4.2 District Conditions. District's obligation to close this transaction and sell the Property in accordance with Paragraph 5 hereof shall be subject to and contingent upon performance of

all of City's obligations prescribed under this Agreement and upon the following additional conditions specified below:

a. Park Purposes Restriction. At Closing, the City shall sign and record a restriction requiring the Property to be held for park purposes for a minimum of two (2) years following Closing, substantially in the form of EXHIBIT B hereto.

b. Sales Proceeds Restriction. At Closing, the City and the District shall enter an agreement which provides in the event the City conveys fee title to all or a portion of the Property within two and a half (2.5) years of Closing, the City shall transmit to the District the difference between the Purchase Price herein and the sales price of said future conveyance of the Property, substantially in the form of EXHIBIT C hereto.

5. Escrow and Closing.

5.1 Place and Time of Closing. The purchase and sale of the Property shall be closed (the "Closing") in escrow at the offices of Whatcom Land Title Company ("Escrow Agent"), in Lynden, Washington. The Closing shall take place on or before ninety (90) days following the execution of this Agreement. The date specified herein for Closing (the "Closing Date") shall be the date when all conveyance documents are recorded and the sale proceeds due at Closing are available to the District. The City shall take possession at Closing.

5.2 Events of Closing. At Closing, the following shall occur:

a. The Escrow Agent shall apply the \$400,000.00 held in escrow from a third person or entity toward the Purchase Price.

b. The City shall deliver to Escrow Agent immediately available funds in the amount of the Purchase Price due, less the \$400,000.00 identified in Section 5.2.a which shall be applied to the Purchase Price, plus any additional Closing costs required pursuant to this Agreement.

c. The District shall execute, acknowledge, and deliver to the City a Statutory Warranty Deed conveying clear and marketable title to the Property to the City, subject only to the exceptions described in Section 3 hereof. The Deed shall be recorded by Escrow Agent.

d. The District shall execute, acknowledge, and deliver to the City a certificate in the form required by applicable regulations under Section 1445 of the Internal Revenue Code of 1986, as amended, affirming that District is not a foreign person (as that term is defined therein) and containing such other information as may be required thereunder.

e. The City will obtain a standard coverage owner's policy of title insurance for the Property issued by Whatcom Land Title Insurance in an amount equal to the Purchase Price, insuring fee title in the City subject only to the standard printed exceptions to such policies, as described in Section 3 hereof, and any liens or encumbrances agreed to or incurred by City.

f. The Parties shall execute and deliver a Real Estate Excise Tax Affidavit.

g. The City shall execute a document restricting it to hold the Property for park purposes for 2 years, as described in Section 4.2(a), which the Escrow Agent shall record.

h. The City and District shall execute an agreement regarding the proceeds of a future sale of the Property for up to 2.5 years, as described in Section 4.2(b).

i. The Parties shall take all other steps necessary to complete the transfer of the Property to City as contemplated by this Agreement.

5.3 Closing Costs. The costs associated with the Closing shall be allocated between the Parties as follows:

a. City shall pay all of the following closing costs, including but without limitation (i) the escrow fee or similar charge of Escrow Agent, (ii) the cost of recording the deed and all other documents, (iii) the standard "grantor's" real estate excise tax (if not exempt), and (iv) the cost of the standard coverage owner's policy of title insurance for the Property issued by Whatcom Land Title Insurance in an amount equal to the Purchase Price.

b. City and the District shall each pay the following items on a pro-rata basis: (i) the current real estate taxes and assessments, (ii) all delinquent special and local improvement district assessment installments, (iii) any and all water and other utility charges including liens and, (iv) any and all prepaid rents and tenant deposits, insurance, homeowners' association dues or assessments, or interest on assumed obligations or other charges against the Property.

c. Except as expressly provided in this Agreement, each Party shall bear all other costs and expenses incurred by such party in connection with this transaction.

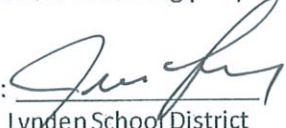
5.4 Possession and Risk of Loss. The District shall continue in possession of the Property until the Closing Date and shall maintain the Property and any personal property included in this transaction in its present condition or better.

6. Default; Remedies.

6.1 Default. The failure of either the City or the District to close this transaction according to its terms shall constitute a default.

6.2 Remedies. If either City or District default, the non-defaulting party may seek specific performance.

City: _____
City of Lynden
By: Scott Korthuis
Its: Mayor

District: 
Lynden School District
By: Jim Frey
Its: Superintendent

6.3 Time of Essence. Time is of the essence of the Parties' obligations under this Agreement.

7. Representations and Warranties.

7.1 District's Representations and Warranties. For the purpose of inducing the City to enter into this Agreement and to consummate the transactions contemplated herein, the District hereby represents and warrants to the City, as of the date hereof, and again as of the Closing Date, as follows:

a. Neither District's ratification of this Agreement nor District's performance of any of its obligations hereunder will violate, or constitute a default under or breach of, any agreement between District and any third party, or of any other obligation by which District are otherwise bound.

b. District is fully authorized to enter into and perform its obligations under this Agreement and under any other agreement or instrument necessary to consummate the transaction contemplated by this Agreement.

c. There is neither pending nor threatened any legal action against the District which could in any way affect City after its acquisition of the Property or which could enjoin or restrict District's right or ability to perform its obligations under this Agreement.

d. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the best of District's knowledge, threatened against District.

e. District has no notice from any governmental agency of any violation of laws relating to the subject Property.

f. District, after inquiry, is unaware of any contamination of the Property by any toxic or hazardous substance, waste or material, including without limitation petroleum products, asbestos, pesticides or herbicides, and is unaware of any present or previous use of the Property by any Party which has caused a release or threatens to cause a release of any such toxic or hazardous substance, waste or material. District has received no notice from any governmental entity or other third party concerning any such contamination or requiring the removal of any toxic or hazardous substance, waste or material. District understands that these representations are material to City's determination as to the advisability of entering into this Agreement. To further assist City in making this determination, District shall fully and accurately complete and return to City the Environmental Questionnaire attached hereto as EXHIBIT D hereto within five (5) days of mutual acceptance of this Agreement.

g. The Property is or will be at Closing connected to a: public or community water main; private well; public or community sewer; septic tank and drainfield; natural gas; propane; electrical power; telephone; cable TV. All electrical wiring, heating, cooling, plumbing, sewage or septic system, and any appliance or other equipment included in this sale will be in normal working order at the Closing Date.

7.2 City's Representations and Warranties. For the purposes of inducing District to enter into this Agreement and to consummate the transactions contemplated herein, City hereby represents and warrants to District, as of the date hereof, and again as of the Closing Date, as follows:

a. Neither City's ratification of this Agreement nor City's performance of any of its obligations hereunder will violate, or constitute a default under or breach of, any agreement between City and any third party, or of any other obligation by which City is otherwise bound.

b. City is fully authorized to enter into and perform its obligations under this Agreement and under any other agreement or instrument necessary to consummate the transaction contemplated by this Agreement.

c. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the best of City's knowledge, threatened by or against City.

7.3 Brokerage Commissions. Unless otherwise specified later in this Agreement, each Party represents and warrants to the other that it has neither used nor consulted with any real estate broker or similar person or entity in connection with the transactions contemplated by this Agreement, and that no brokerage commission is owing to any such person or entity.

7.4 Renewal of Representations and Warranties. All representations and warranties contained in this Section 7 shall be deemed made as of the date of this Agreement and renewed as of the Closing Date.

7.5 Other Representations and Warranties. Each Party hereby acknowledges that no representations or warranties have been made with respect to the Property or the transaction contemplated by this Agreement other than those expressly set forth in this Section 7.

8. General Provisions.

8.1 Survival. All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which are not required prior to Closing, shall survive Closing and be fully enforceable thereafter.

8.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

8.3 Notices. Notices under this Agreement shall be in writing and shall be effective when actually hand delivered or three (3) business days after being deposited in the United States mail, certified, return receipt requested, directed to the other Party at the address set forth beneath that Party's signature(s) on the last page of this Agreement, or to such other address as the Party may indicate by written notice to the other Party.

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

8.5 Amendment. This Agreement may not be modified or amended except by the written agreement of the Parties.

8.6 Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceedings under the U.S. Bankruptcy code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing

Party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

8.7 Integration. This Agreement and exhibits hereto contain the entire agreement and understanding of the Parties with respect to the purchase and sale of the Property and supersede all prior and contemporaneous agreements between them with respect to such purchase and sale.

8.8 Construction and Interpretation. The headings or titles of the sections of this Agreement are intended for ease of reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this Agreement. The use in this Agreement of the words "including," "such as," and words of similar import following any general statement, term, or matter shall not be construed to limit such statement, term, or matter in any manner, whether or not language of non-limitation (such as "without limitation" or "but not limited to") is used in connection therewith, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the scope of the general statement, term, or matter. All provisions of this Agreement have been negotiated at arms length and this Agreement shall not be construed for or against any part by reason of the authorship or alleged authorship of any provision hereof.

8.9 Recitals. Irrespective of any rules of construction or other precedent to the contrary, the contents of the Recitals contained in the paragraphs identified with capital letters on the first page of this Agreement shall constitute warranties and / or covenants of the Parties.

8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

8.11 Indemnity. Each Party (as "Indemnitor") agrees to indemnify and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees) incurred by the Indemnitee and arising out of any inaccuracy in or breach of any representation or warranty of the Indemnitor contained in this Agreement.

8.12 Facsimile and Electronic Transmission. Facsimile or electronic transmission of any signed original document, including any notice to be provided hereunder, and retransmission of any signed facsimile or electronic transmission, shall be deemed the equivalent of transmission of an original, provided that the facsimile or electronic transmission is acknowledged as having been received by its recipient, either by retransmission or by separate writing.

8.13 Counterparts. This Agreement may consist of two or more separately ratified counterparts, each of which shall constitute a duplicate original of this Agreement. If the counterparts are not signed on the same day, the effective date of this Agreement shall be the latter date of the two dates.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

LYNDEN SCHOOL DISTRICT



By: James Frey

Its: Superintendent

Address: 1203 Bradley Road, Lynden, WA 98264

Telephone Number: (360) 354-4443

FAX Number: (360) 354-7662

Federal Tax I.D. No.: 91-1175139

CITY OF LYNDEN

By: Scott Korthuis

Its: Mayor

Address: 300 Fourth Street, Lynden, WA 98264

Telephone Number: (360) 354-1170

FAX Number: N/A

Federal Tax I.D. No.: 91-6001257

EXHIBIT A
Legal Description of the Property

Lots 1 through 10 of Block 32 and Lots 1 through 10 of Block 33 of the Supplemental and Corrected Plat of Lynden, according to the plat thereof, recorded in Volume 3 of Plats, Page 48, Auditor's File Number 12894, records of Whatcom County, Washington, together with the alleys and the portion of Seventh Street vacated by Ordinance No. 208 of the Town of Lynden, Washington.

Situate in Whatcom County, Washington.

Subject to and together with all easements of record.

EXHIBIT B**RETURN TO:**

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

DOCUMENT TITLE:

DECLARATION COVENANT TO HOLD PROPERTY FOR PARK PURPOSES

RELATED DOCUMENTS:

N/A

GRANTOR:

City of Lynden, a Washington Municipal Corporation

GRANTEE:

City of Lynden, a Washington Municipal Corporation

ABBREVIATED LEGAL DESCRIPTION:

Town of Lynden, Lots 1-10 Block 32 and Lots 1-10 Block 33
Full legal description at Exhibit A, page(s) _____.

ASSESSOR'S TAX PARCEL NUMBER:

400320 142393 0000

DECLARATION OF COVENANT TO HOLD PROPERTY FOR PARK PURPOSES

This DECLARATION OF COVENANT TO HOLD FOR PARK PURPOSES ("Covenant") is made by the CITY OF LYNDEN, a Washington municipal corporation ("City") on the _____ day of _____, 2019.

RECITALS

WHEREAS, this Covenant is made pursuant to the Purchase and Sale Agreement ("PSA") the City entered into with the Lynden School District, a Washington municipal corporation ("District"), on the _____ day of _____, 2019 for the sale of the real property legally described at EXHIBIT A hereto ("the Property") from the District to the City; and

WHEREAS, the obligation set forth in the PSA to encumber the Property with this Covenant survives Closing; and

WHEREAS, this Covenant will be signed at the closing of the transaction described in the PSA; and

WHEREAS, while the Property was owned by the District, it was used as an open space for outdoor recreation by the general public; and

WHEREAS, four hundred thousand dollars (\$400,000.00) of the purchase price of the Property was supplied by a citizen group for the purpose of securing the Property for use as a City park; and

WHEREAS, it is the desire of the City, the District, and the aforementioned citizens group that the Property continue to be available for outdoor recreation for the public on the terms described herein; and

WHEREAS, these recitals are a material part of this Covenant.

COVENANT

NOW THEREFORE, the City hereby declares and covenants as follows:

1. The City shall hold the Property for park purposes for a period of two (2) years from the date of recording of this Covenant.
2. The City will meet its obligation to hold the Property for park purposes so long as it takes no action which is inconsistent with long-term use of the Property as a City park, including an unimproved City park, with the primary goal of providing an open space area for public use.
 - a. The following actions do not constitute a violation of the requirement to hold the Property for park purposes:
 - i. Reasonable time-of-use restrictions or temporary closures to perform maintenance or construction;
 - ii. Renting the Property for limited periods of time to individuals or groups for activities such as fairs, private parties, sporting events or other uses consistent

with park purposes; and

- iii. Municipal uses of or on the Property that do not have a significant impact on the long-term availability of the Property for park use.
 - b. This Covenant does not obligate the City to improve the Property beyond its current state as mostly vacant land or to leave in place or maintain the basketball courts and baseball diamond. All improvements and maintenance shall be at the City's sole option and discretion.
3. At the end of its two-year term, this Covenant shall automatically expire. Following its expiration, the City may record a subsequent document extinguishing this Covenant; however, the Covenant shall have expired with or without such recording.
 4. This Covenant and all rights and obligations described herein shall be deemed to touch and concern the land, and shall run with the land. This Covenant is binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof.
 5. This Covenant may be enforced by any remedy available in law or equity, including specific performance. The prevailing party in any such proceeding shall be entitled to recover all costs and fees in connection therewith, including attorneys' fees.
 6. Should any provision of this Covenant be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.
 7. This Covenant shall be construed according to the laws of the State of Washington. Venue for any legal action brought under this Covenant shall be Whatcom County Superior Court.

IN WITNESS WHEREOF, the City has executed this Covenant on the day and year indicated above.

CITY OF LYNDEN

 BY: SCOTT KORTHUIS
 ITS: MAYOR

STATE OF WASHINGTON)
) ss
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, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2019.

Typed/ Printed Name: _____
NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

Lots 1 through 10 of Block 32 and Lots 1 through 10 of Block 33 of the Supplemental and Corrected Plat of Lynden, according to the plat thereof, recorded in Volume 3 of Plats, Page 48, Auditor's File Number 12894, records of Whatcom County, Washington, together with the alleys and the portion of Seventh Street vacated by Ordinance No. 208 of the Town of Lynden, Washington.

Situate in Whatcom County, Washington.

EXHIBIT C

AGREEMENT TO REMIT INCREASE IN VALUE IN EVENT OF SUBSEQUENT SALE

THIS AGREEMENT TO REMIT INCREASE IN VALUE IN EVENT OF SUBSEQUENT SALE ("Agreement") dated the _____ day of _____, 2019, is by and between City of Lynden, a municipal corporation ("City"), and the Lynden School District, a municipal corporation ("District"). City and District shall be referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, this Agreement is made pursuant to the Purchase and Sale Agreement ("PSA") the City entered into with the District, on the _____ day of _____, 2019 for the sale of the real property legally described at EXHIBIT A hereto ("the Property") from the District to the City; and

WHEREAS, the obligation set forth in the PSA to remit any increase in value derived from a subsequent Property sale by the City, within two and one-half (2.5) years of Closing, survives Closing; and

WHEREAS, under the PSA, the purchase price of the Property is one million four hundred fifty thousand dollars (\$1,450,000.00) ("Current Purchase Price"); and

WHEREAS, this Agreement will be signed at the closing of the transaction described in the PSA; and

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

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Remittance of Increase in Value.** If during the term of this Agreement, the City sells (defined in Section 3 below) the Property to a third party, and the "Sale Price" (as defined below) is higher than one million four hundred fifty thousand dollars (\$1,450,000.00), the City shall remit the Increase in Value (defined in Section 4 below) to the District within thirty (30) days following the closing of that transaction. In the event the City sells a portion of the Property and the Sale Price for that portion is higher on a pro rata (square footage) basis than one million four hundred fifty thousand dollars (\$1,450,000.00) for the entire Property, the City shall remit the Increase in Value (defined in Section 4 below) to the District within thirty (30) days following the closing of that transaction. The remittance obligations of the City set forth in this section and elsewhere in this Agreement shall not apply to any transfer of all or part of the Property that takes place more than two and a half (2.5) years following execution of this Agreement.
2. **Duration.** This Agreement shall be effective for a period of two and a half (2.5) years following its execution. Thereafter, it shall automatically become null and void.
3. **"Sell"/"Sale" Defined.** For the purpose of this Agreement, the City shall be deemed to have sold all or a portion of the Property if it transfers fee simple absolute title by deed to a third party for fair market value. For purposes of this Agreement, a real estate contract in which transfer of fee simple absolute title shall take place at the end of its term shall be deemed to have been sold on

the date of its execution. No other transaction will obligate the City to remit an Increase in Value to the District.

4. "Increase in Value" Defined.

- a. The Increase in Value shall be the difference between the Sale Price for the Property or a portion thereof ("New Sale Price") and the Current Purchase Price for the Property or a portion thereof. The Increase in Value for the sale of the entire Property shall be the difference between the New Sale Price and the Current Purchase Price for the Property. The Increase in Value for the sale of a portion of the Property shall be the difference between New Sale Price for that portion of the Property sold and the Current Purchase Price of that same portion of the Property, calculated on a uniform square foot basis, in accordance with subsection b below. Closing costs including without limitation escrow fees, title insurance, real estate excise tax (if any), commissions and recording costs shall not be added or subtracted to or from the Current Purchase Price or New Sale Price for purposes of determining Increase in Value.
- b. If the City sells a portion of the Property, the following formula shall be applied to determine Increase in Value for that portion sold:

$$[\text{New Sale Price}] - \frac{[\text{acres sold}]}{3.99 \text{ acres}} \times \$1,450,000.00 = \text{Increase in Value to be remitted to District}$$

Where "[New Sale Price]" is the purchase price of the portion of the Property the City is selling and "[acres sold]" is the number of acres the Property the City is selling.

For example, if the City subsequently sells one (1) acre of the Property to a third party for a New Sale Price of five hundred thousand dollars (\$500,000.00), the formula would be applied as follows:

$$\$500,000.00 - \frac{1 \text{ acre}}{3.99 \text{ acres}} \times \$1,450,000.00 = \$136,591.50$$

In this example, the City would remit \$136,591.50 to the District.

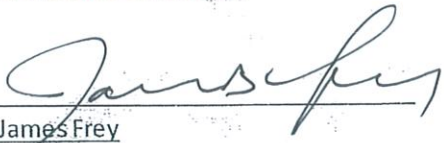
- c. If the City sells the Property and the Increase in Value would be zero or negative, the City shall not be required to remit any funds to the District, nor shall the District be required to remit funds to the City.
5. "Sales Price" Defined. The Sales Price shall be defined as the monetary consideration received for the Property together with any non-monetary value received for the Property in the form of a trade of property, goods or services.
 6. Nonwaiver 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 enforce such provision. Waiver of any breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
 7. Amendment or Termination. This Agreement may be amended or terminated prior its expiration

per Section 2 above only by mutual written agreement of the Parties.

8. Severability. Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.
9. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Washington. The venue of any legal action brought under the terms of this Agreement shall be in the Superior Court for Whatcom County, State of Washington.
10. Expenses and Attorneys' Fees. The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs and expenses.
11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. No oral or written statements made by either Party prior to or following entry of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.
12. Recording. Either Party at their option may record this Agreement in the records of Whatcom County. In the event this Agreement becomes null and void pursuant to Section 2 and at any time thereafter, at request of the City, the District shall sign and record an extinguishment of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

LYNDEN SCHOOL DISTRICT


 By: James Frey
 Its: Superintendent
 Address: 1203 Bradley Road, Lynden, WA 98264
 Telephone Number: (360) 354-4443
 FAX Number: (360) 354-7662
 Federal Tax I.D. No.: 91-1175139

CITY OF LYNDEN

 By: Scott Korthuis
 Its: Mayor
 Address: 300 Fourth Street, Lynden, WA 98264
 Telephone Number: (360) 354-1170
 FAX Number: N/A
 Federal Tax I.D. No.: 91-6001257

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that James Frey 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 Superintendent of the Lynden School District, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 29th day of May, 2019.



Shari Beth Shagren
Typed/ Printed Name: SHARI BETH SHAGREN
NOTARY PUBLIC in and for the State of Washington
Residing at: Custer, WA
My appointment expires: 4.18.2022

STATE OF WASHINGTON)
) ss
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, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2019.

Typed/ Printed Name: _____
NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

Lots 1 through 10 of Block 32 and Lots 1 through 10 of Block 33 of the Supplemental and Corrected Plat of Lynden, according to the plat thereof, recorded in Volume 3 of Plats, Page 48, Auditor's File Number 12894, records of Whatcom County, Washington, together with the alleys and the portion of Seventh Street vacated by Ordinance No. 208 of the Town of Lynden, Washington.

Situate in Whatcom County, Washington.

EXHIBIT D

Environmental Questionnaire

The answers to the following questions have been provided by the current administration for the District based on their actual knowledge.

1. Has the property ever been used as a disposal site for any waste products?

Answer: To the best of my knowledge the site has not been a disposal site for any waste products.

2. Has the property ever been landfilled? Were hazardous wastes used as a fill?

Answer: To the best of my knowledge, the site has not been landfilled or any hazardous wastes used as fill.

3. What were all the past industrial uses of the property?

Answer: To the best of my knowledge the property has been used as a school site and not had any industrial uses.

4. Are there any visible signs of potential problems, such as ground discoloration or standpipes to underground tanks?

Answer: There are no visible signs of potential problems such as ground discoloration or standpipes connected to underground tanks.

5. What wastes have the current and past owners and their tenants generated? How were they disposed of, whether on site or off site?

Answer: This site has historically been a Lynden School District site for a school. The normal wastes that are associated with a school would be expected and all wastes generated by the school would have been disposed of in the proper manner.

6. Was the Seller required to register any underground tanks with the designated state agency by May 8, 1986, as required by the Resource Conservation and Recovery Act? Did the Seller register all such tanks?

Answer: To the best of my knowledge the Lynden School District was not required to register any underground tanks as required by the Resource Conservation Recovery Act.

7. Are there any environmental enforcement proceedings now affecting the property, including consent decrees, administrative actions, or citizens/suits?

Answer: There are no enforcement proceedings affecting this property.

8. Is the property listed on any state or federal priority list for hazardous waste cleanup?

Answer: This property is not listed on any state or federal priority list for hazardous waste cleanup.

9. What environmental permits does the Seller now hold?

Answer: To the best of my knowledge the Lynden School District does not hold any environmental permits for this property

10. Have any environmental audits been performed?

Answer: To the best of my knowledge no environmental audits have been performed.

11. Are there materials incorporated in any buildings insulation that could be a hazard to workers? such as asbestos, PCBs, or foam

Answer: There are no buildings located on this site.

12. Do all drains connect to the sanitary sewer system?

Answer: there are no buildings on this site and therefore no

SELLER:

By: 

Date: 5.29.19

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	06/17/2019	
Name of Agenda Item:	Ordinance No. 1586-Special Events- Animal Ban	
Section of Agenda:	New Business	
Department:	Police	
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 type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Ordinance No. 1586-Special Events- Animal Ban		
Summary Statement:		
<p>There are a number of annual events on streets within the downtown section of the City of Lynden that can draw thousands of people which can lead to crowding and congestion. Experience has shown that even well-behaved pets can become distracted and anxious when exposed to large crowds, excessive noises, odors and the consistent unpredictable motion of many people and other animals. There has also been an increase in food services during many of these events that could be affected when animals are in close proximity to food preparation. In the interest of protecting the health and safety of those attending these events, it is necessary to ban animals from certain special events. The new section, 9.32.085 will amend chapter 9.32 of the Lynden Municipal Code and will allow the prohibition of animals from certain parades and special events and prohibit animals from the annual Raspberry Festival.</p>		
Recommended Action:		
Council approval of the above Ordinance No. 1586-Special Events- Animal Ban, and authorize the Mayor's signature.		

ORDINANCE NO. 1586

AN ORDINANCE OF THE CITY OF LYNDEN, COUNTY OF WHATCOM, AMENDING CHAPTER 9.32 LYNDEN MUNICIPAL CODE TO ALLOW THE PROHIBITION OF ANIMALS FROM PARADES AND SPECIAL EVENTS AND PROHIBITING ANIMALS FROM THE ANNUAL RASPBERRY FESTIVAL.

WHEREAS, there are a number of annual events on streets within the downtown section of the City of Lynden which draw thousands of people causing crowding and congestion, and;

WHEREAS, experience has shown that even well-behaved pets can become distracted and anxious when exposed to large crowds, excessive noises and the consistent unpredictable motion of many people and other animals; and

WHEREAS, in the interest of protecting the health and safety of persons and animals, it is sometimes necessary to ban animals from such events;

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

NOW THEREFORE, BE IT ORDAINED as follows:

Section 1: Section 9.32.080 of the Lynden Municipal Code is amended as follows:

A. Immediately upon receiving a completed application for a special event permit, the city administrator shall forward the application to the following personnel for their review prior to issuing the permit:

- 1. The chief of police;
- 2. The fire chief;
- 3. The public works director;
- 4. If the application proposes to use city park facilities, the parks director.

B. If the event is a parade, each permit shall state the following information:

- 1. Starting and terminating time;
- 2. The portions of the streets to be traversed that may be occupied by the parade;
- 3. Such other information as the chief of police and fire chief shall find necessary to the enforcement of this chapter;

- 4. The number of participating vehicles;
- 5. The number of participating pedestrians.

(Ord. 1141 § A (part), 2002).

Section 2: A new section of the Lynden Municipal Code in Chapter 9.32 shall be added as follows:

9.32.085 – Animal Prohibition.

- A. General Authority. At the request of the chief of police, the parks director if the special event will use city park facilities, or on his or her own initiative, the city administrator may condition the approval of a special event permit on the limitation or prohibition of animals from the event area during the hours of the special event. Such a condition on a special event permit approval shall require a written finding by the city administrator that the presence of animals would present an undue risk to the health and safety of persons or animals attending the event.
- B. Specific Special Event Prohibitions. Animals are prohibited from all event areas of the following event in the city: annual Raspberry Festival.
- C. Signage. Permittees for any special event for which animals are restricted or prohibited pursuant to subsections (A) or (B) herein shall post conspicuous signage in and around the event area. Said signage must clearly describe the event area from which animals are restricted or prohibited. Sign locations and content shall be approved in advance by the city administrator or his or her designee.
- D. Exemptions. This section does not apply to:
 - 1. Service animals as defined in the Americans with Disabilities Act, 42 USC § 12101 et seq. or the Washington Law Against Discrimination, Chapter 49.60 RCW; or
 - 2. Animals being used by a public officer in the performance of official duties.

Section 3: Section 9.32.100 of the Lynden Municipal Code is amended as follows:

9.32.100 - Public conduct.

- A. No person shall unreasonably hamper, obstruct, impede or interfere with any parade or event assembly or with any person, vehicle or animal participating or used in an event.
- B. No driver of a vehicle shall drive between the vehicle or persons comprising a special event or parade when such vehicles or persons are in motion.

C. The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a special event or parade. The city shall post signs to such effect, and it is unlawful for any person to park or leave unattended any vehicle in violation thereof and the same may be impounded for safekeeping by the city police. No person shall be liable for parking on an unposted street.

D. Whenever animals have been limited or prohibited from an event area pursuant to Section 9.32.085(A) or (B), no person having custody of an animal may knowingly cause or allow the animal to be in the area designated for the event during event hours, except as specified in Section 9.32.085(D).

(Ord. 1141 § A (part), 2002).

Section 4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

Section 5. Any ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be in full force and effect five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council this _____ day of _____, 2019 and signed by the Mayor on the _____ day of _____, 2019.

ATTEST:

MAYOR

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	6-17-2019	
Name of Agenda Item:	Calendar	
Section of Agenda:	Other Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: NA
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	Outlook Calendar	
Summary Statement:	Calendar	
Recommended Action:	No Action	

June 17, 2019

Monday

81

3:00 PM - 4:00 PM

Finance Committee Meeting -- City Hall 1st Floor Large Conference Room
Visit WWW.LYNDENWA.ORG to view the agenda

4:00 PM - 5:00 PM

Parks Committee -- City Hall 1st Floor Large Conference Room

7:00 PM - 9:00 PM

Copy: Council Meeting -- Annex Council Chamber; Annex East Training Room; Annex North East Conference Room; Annex South East Conference Room

June 18, 2019

Tuesday

9:00 AM - 11:00 AM

Small Cities Caucus -- City Hall 1st Floor Large Conference Room

June 19, 2019

Wednesday

2:00 PM - 3:30 PM

Wellness Committee Meetings -- City Hall 1st Floor Large Conference Room
Please forward as needed.
Thanks.

Pam

4:00 PM - 6:00 PM

Community Development Committee Mtg -- City Hall 2nd Floor Large Conference Room

5:00 PM - 6:30 PM

Board of Adjustment Meeting -- Annex South East Conference Room

7:00 PM - 8:30 PM

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

June 20, 2019

Thursday

10:00 AM - 12:00 PM

County Fire Operations Committee Meeting -- Annex Council Chamber

10:00 AM - 11:00 AM

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

June 20, 2019 Continued

Thursday

June 21, 2019

Friday

8:30 AM - 9:30 AM

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

June 24, 2019

Monday

9:00 AM - 10:00 AM

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

June 25, 2019

Tuesday

8:30 AM - 9:30 AM

LT Meeting -- City Hall 1st Floor Large Conference Room

9:30 AM - 10:30 AM

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

4:30 PM - 5:30 PM

Civil Service Meeting -- City Hall 1st Floor Large Conference Room

June 26, 2019

Wednesday

9:00 AM - 5:00 PM

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

9:00 AM - 10:00 AM

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

10:00 AM - 11:00 AM

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

June 27, 2019

Thursday

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12:00 PM - 1:30 PM

Copy: Wellness Summer BBQ -- PW Shop- 745 E Badger Road



BBQ Email
Flyer-2019.pdf

Wellness Summer BBQ

Thursday, June 27, 2019

12:00 Noon – 1:30 P.M.

Hosted by the Public Works Shop

745 E. Badger Road

Sign-in for two chances to win

a \$25 REI gift card!!!

7:30 PM - 9:30 PM

Planning Commission Meeting -- Annex Council Chamber

June 28, 2019

Friday

11:00 AM - 12:00 PM

Check0In Heidi/Mike -- Mike's Office

July 1, 2019

Monday

7:00 PM - 9:00 PM

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