



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 4<sup>th</sup> Street  
July 01, 2019

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Oath of Office**

**Approval of Minutes**

1. Special City Council Meeting Minutes June 13, 2019 - Draft
2. Regular City Council Minutes- June 17, 2019-Draft

**Items from the Audience**

***Scheduled***

3. Recognition of State Legislative Delegation

***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. MED-Project Kiosk Services Agreement

**Public Hearing**

**New Business**

6. Old Water Treatment Plant Demolition Contract Award

**Unfinished Business**

**Other Business**

[7.](#) Calendar

**Executive Session**

**Adjournment**

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	July 1, 2019	
<b>Name of Agenda Item:</b>	Special City Council Meeting Minutes June 13, 2019 – Draft	
<b>Section of Agenda:</b>	Approval of Minutes	
<b>Department:</b>	Police Department	
<b>Council Committee Review:</b>	<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: _____
		<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>	Special City Council Meeting Minutes June 13, 2019 – Draft	
<b>Summary Statement:</b>		
<b>Recommended Action:</b>	City Council Review	



POLICE DEPARTMENT  
John M. Billester, Police Chief  
(360) 354 - 2828

**PUBLIC SAFETY COMMITTEE MEETING MINUTES**  
**SPECIAL COUNCIL MEETING**  
4:00 PM June 13, 2019  
Police Department Training Room

**COMMITTEE**

**1. ROLL CALL**

Members present: Mayor Scott Korthuis and Councilors Brent Lenssen, Gary Bode, Mark Wohlrab and Ron De Valois

Staff present: Chief John Billester, Chief Mark Billmire, Lieutenant Jeremy Bos, City Administrator Mike Martin, Support Services Manager Holly Vega

Public present: Michael Knapp, and Gary Vis - Chamber of Commerce

**2. ACTION ITEMS:**

**A. Approve minutes from the April and May 2019 meetings.**

The April 11, 2019 and May 2, 2019 meeting minutes were approved.

**3. INFORMATION ITEMS:**

**A. Interim Police Chief contract**

The proposed Interim Police Chief Agreement for Michael Knapp will be added to the agenda for the Council meeting on June 17, 2019.

**B. Lynden Watch update**

Councilor Wohlrab provided an update on the Lynden Watch program, noting it has gained momentum and popularity on social media. There will be a meeting for interested citizens in mid-July at the Police Dept. There have been requests for window stickers, signs, etc.; Mayor Korthuis advised to submit a budget request.

**4. ITEMS ADDED:**

A. The proposed ordinance banning dogs at community events has been reviewed by Carmichael Clark and will be added to the agenda for the Council meeting on June 17, 2019.

**FIRE DEPARTMENT**

**1. ACTION ITEMS: None**

**2. INFORMATION ITEMS:**

**A. May monthly report**

Chief Billmire presented the monthly report for May, noting an increase in call volume. He also advised on the application for Federal Entitlement Funding, which will offset approximately \$100,000 of the Medicare/Medicaid discounts. The new ambulance is scheduled to be completed by early fall, sooner than expected.

Councilor Bode provided an update on the Peace Health medical facility, which is still in the works, but a very slow process for architects and land acquisition.

Mayor Korthuis advised the County has a consultant working on a survey to evaluate the current EMS, and may decide on the placement of the fifth medic unit.

**B. Volunteer update**

A recruitment process for new volunteers is starting with 15 applicants, meeting at the end of July. Off duty firefighters and volunteers were invited to participate in a live burn training with District 1 on June 15, 2019.

**3. ITEMS ADDED:**

A. The Chief Spinner Memorial Firefighter Challenge will be held on July 13, 2019, closing part of 4<sup>th</sup> Street.

B. The ladder truck is in service and passed the UL inspection.

**POLICE DEPARTMENT**

**1. ACTION ITEMS:** None

**2. INFORMATION ITEMS:**

**A. Medication Disposal Service agreement**

The new proposed medication disposal service agreement alleviates the need for the Police Department staff to empty and dispose of the medication. The Public Safety Committee recommends to proceed to full Council.

**B. May monthly report**

The monthly report for May was presented with a slight increase in most areas, as expected. Lieutenant Bos requested input for content suggestions the Committee would like to see. City Administrator Martin requested a map of calls.

A significant case in May started as a violation of a DV no contact order, in which the suspect attempted to hide in an attic. A County K9 was dispatched and the suspect was taken into custody.

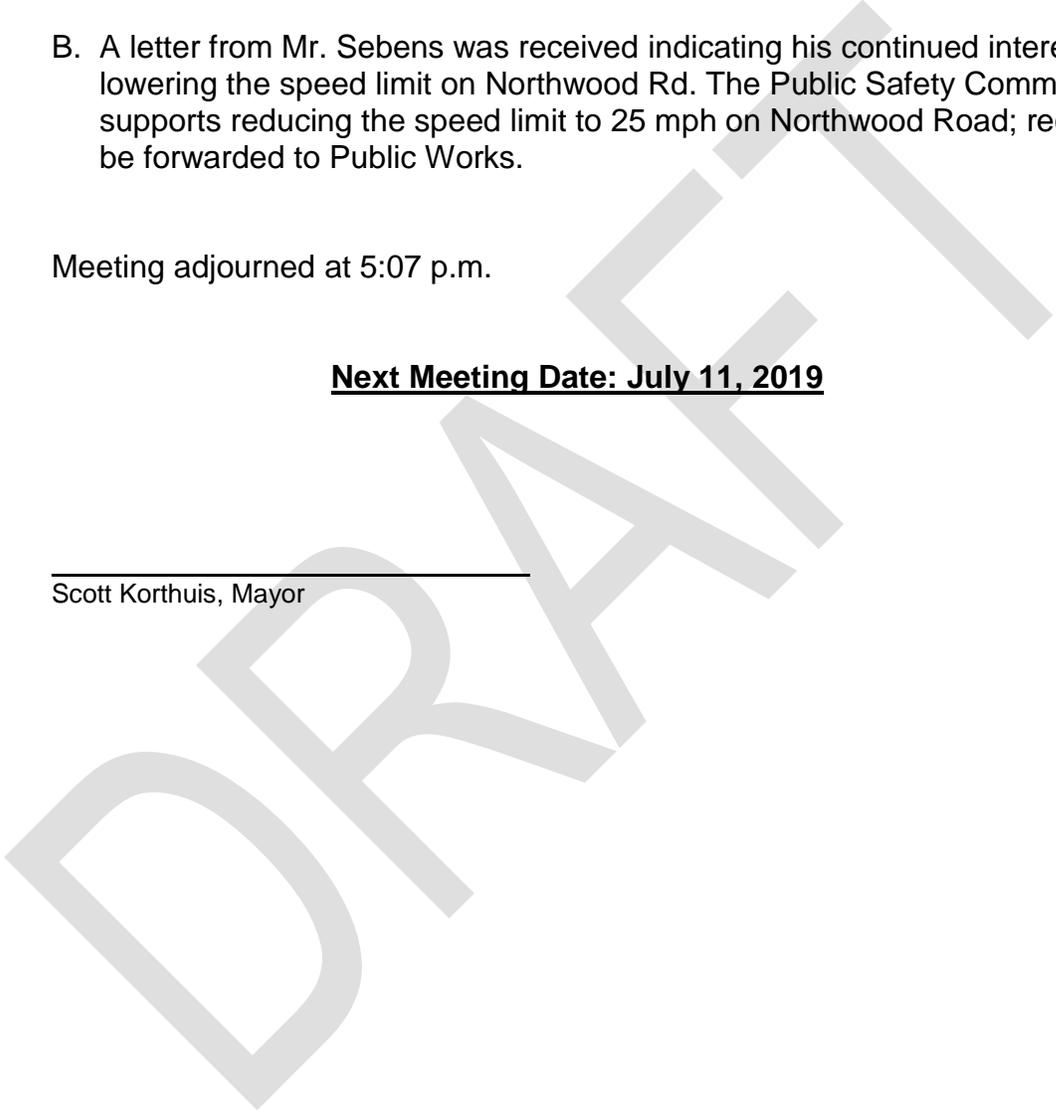
**3. ITEMS ADDED:**

- A. Axiom Construction submitted a proposal for the exterior building upgrade with a discounted rate for material. Mayor Korthuis recommended to bring a budget amendment to Council on the July 1, 2019 meeting.
  
- B. A letter from Mr. Sebens was received indicating his continued interest in lowering the speed limit on Northwood Rd. The Public Safety Committee supports reducing the speed limit to 25 mph on Northwood Road; request to be forwarded to Public Works.

Meeting adjourned at 5:07 p.m.

**Next Meeting Date: July 11, 2019**

\_\_\_\_\_  
Scott Korthuis, Mayor



# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	July 1, 2019	
<b>Name of Agenda Item:</b>	Draft Council Minutes- Regular Meeting	
<b>Section of Agenda:</b>	Approval of Minutes	
<b>Department:</b>		
<b>Council Committee Review:</b>	<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: N/A
	<b>Legal Review:</b> <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
	Draft Council Minutes- Regular Meeting	
<b>Summary Statement:</b>		
	Draft Council Minutes- Regular Meeting	
<b>Recommended Action:</b>		
	For Council review.	



June 17, 2019

## 1. CALL TO ORDER

Mayor Korthuis called to order the June 17, 2019 regular session of the Lynden City Council at 7:00 p.m. at the Lynden City Hall Annex.

### ROLL CALL

Members present: Mayor Scott Korthuis and Councilors Gary Bode, Ron De Valois, Jerry Kuiken, Brent Lenssen, Nick Laninga and Mark Wohlrab. Councilor Kyle Strengholt arrived at 7:10 p.m.

Members absent: None

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 De Valois moved and Councilor Kuiken seconded that the minutes of June 3, 2019 be approved as presented. Motion approved on a 6-0 vote, Councilor Strengholt had not yet arrived.***

### ITEMS FROM THE AUDIENCE

#### Scheduled:

Susan Marks (3015 Pacific Street, Bellingham) & Caryl Dunavan

Ms. Marks and Ms. Dunavan presented the annual report on the work of the Bellingham Whatcom County Commission Against Domestic Violence which included some information specific to the City of Lynden.

***Mayor Korthuis thanked them for the work that they do in Whatcom County communities.***

#### Nonscheduled:

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



CITY COUNCIL  
MINUTES OF REGULAR MEETING

Mr. Vis thanked Chief Billester for dedicated service to the Lynden community and wished him well in his retirement.

Cynthia Ripke-Kutsagoitz, 7062 Guide Meridian #30, Lynden  
Ms. Ripke-Kutsagoitz shared her views about the flags that are flown in the Lynden Cemetery. She stated that a Free Mason flag is being flown and she does not approve.

**2. CONSENT AGENDA**

**Payroll Information is not available.**

**Approval of Claims – June 19, 2019**

Manual Warrants No.	<u>73157</u>	through	<u>73158</u>		\$9,278.73
EFT Payment Pre-Pays					\$44,858.82
				Sub Total Pre-Pays	\$54,137.55
Voucher Warrants No.	<u>72959</u>	through	<u>73315</u>		\$862,344.88
EFT Payments					<u>28,893.53</u>
				Sub Total	\$891,238.41
				Total Accts. Payable	<b>\$945,375.96</b>

**Request to use Parks Capital Reserve Funds for Berthusen Park**

The budget for 2018 included funds for a new restroom at Berthusen Park but the City was unable to do the work in 2018. The Parks Committee agreed to roll the funds into the 2019 budget. These funds were not reported to the Finance Director and were not included in the 2019 Budget. Since that time the cost for a new restroom in Berthusen Park has increased and the Park’s roadway requires repairs.

The Parks Committee reviewed this request at their June 17 meeting and recommends that Council approve the request to use Parks Capital Reserve funds to complete the restroom replacement and repair the road this fall.

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



Resolution No. 1003 to set Public Hearing Date (July 15, 2019) for Potential Street Vacation of the Current Right of Way between 135 and 136 Terrace Drive

Resolution No. 1005 to set Public Hearing Date (July 15, 2019) for Potential Street Vacation of the Current Right of Way for the 17th Street Extension Project

***Councilor Kuiken moved and Councilor Strengholt seconded to approve the Consent Agenda. Motion approved on 7-0 vote.***

### 3. PUBLIC HEARING - None

### 4. UNFINISHED BUSINESS- None

### 5. NEW BUSINESS

Ordinance No. 1583- This Ordinance was pulled from the agenda- no action was taken.

#### Employment Agreement- Interim Police Chief (Michael Knapp)

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. Chief 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 the City of Ferndale's Police Chief.

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.

***Councilor Kuiken moved and Councilor Strengholt seconded to approve the contract for Chief Michael Knapp. Motion approved on 7-0 vote***

#### Glenning Street Schoolyard – Purchase and Sale Agreement

The Lynden School District is selling the 4-acre Glenning 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 "Glenning Schoolyard Committee" for that purpose.

# CITY OF LYNDEN



## CITY COUNCIL MINUTES OF REGULAR MEETING

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.

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.

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.

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 Glenning property.

The Glenning 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.

***Councilor De Valois moved and Councilor Wohlrabt seconded to approve the Purchase and Sale Agreement. Motion approved on 7-0 vote***

### Ordinance No. 1586- Special Events – Animal Ban

Lynden Police Chief John Billester is leaving in July. Finding his replacement will take at least six months or There are several 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 near 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.

***Councilor Lenssen moved and Councilor De Valois seconded to approve Ordinance No. 1586, Special Events- Animal Ban and authorize the Mayor's signature. Motion approved on 7-0 vote***

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



### 6. OTHER BUSINESS

#### Council Committee Updates

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

- The CDC meeting scheduled for June 19 has been canceled.
- A notable upcoming item - trailers parking on streets
- Another upcoming item - special events downtown and parameters for items on sidewalks

Councilor Lenssen reporting for the Public Safety Committee, involving the discussion of:

- Interim police chief contract
- Ordinance No. 1586- Animal Ban
- Fire Department call out numbers and potential volunteer firefighters
- New ambulance is expected at the end of the year
- Certification of FD's Ladder Truck
- Thanked Chief Billester for his 28 years of service to the City of Lynden and his appreciation of Chief Billester's friendship and support

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

- Capital Reserve fund expenditures for Berthusen Park
- Concessioner at Bender Park was granting some leniency due to the lack of games half of the month
- YMCA facilities, discovering the needs of our community and determining the services that the YMCA may provide to the community
- Lynden Parks and Rec passed a resolution to submit a Bond Measure to the November ballot
- Rotary project at Bender field amenities
- Dogs in Berthusen Park- Lynden police officers will be asked to follow up on complaints

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

- Review of Police and Fire department overtime.
- Sales tax continues to be robust
- Interim police chief contract
- Ordinance No. 1583

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



***Finance Director Anthony Burrows gave a brief overview of the purpose of Ordinance No. 1583. He stated that the point was to make processes more efficient and to streamline purchases while not losing any transparency or accountability. This would only include items that had been approved in the Budget by Council. To exceed the Budget would require further Council approval.***

***Council members then discussed what the progress reporting would look like and how often council would receive information, specifically concerning the larger public works engineering projects. Suggestion was made to begin the reporting now and wait to take the next steps. There was not action taken on this item, it will be discussed at future Committee meetings.***

***Councilor Lenssen announced a Flood Plan Emergency Response Plan Open House Event which is scheduled for Thursday, June 20<sup>th</sup> at 4:00 p.m. at the Fisher Elementary School.***

***Mayor Korthuis thanked Chief John Billester for his 28 years of service to the Lynden Community and reminded everyone of the retirement celebration for Chief Billester which is planned for July 3<sup>rd</sup> from 2:00 – 4:00 p.m. here at the City's Annex building.***

### 7. EXECUTIVE SESSION

Council did not hold an executive session

### 8. ADJOURNMENT

The June 17, 2019 regular session of the Lynden City Council adjourned at 8:30 p.m.

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Pamela D. Brown, MMC  
City Clerk

\_\_\_\_\_  
Scott Korthuis  
Mayor

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	July 1, 2019	
<b>Name of Agenda Item:</b>	Recognition of State Legislative Delegation	
<b>Section of Agenda:</b>	Scheduled	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Other: N/A	<b>Legal Review:</b>
		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>		
None		
<b>Summary Statement:</b>		
<p>The City of Lynden has a tradition of acknowledging and honoring our State Legislative delegation for its work on behalf of the community during the annual legislative session. Tonight, we honor Senator Doug Erickson, Representative Luann Van Werven and Representative Sharon Shewmake for their efforts in Olympia and hope they will each make a few remarks about the 2019 legislative session.</p> <p>The City of Lynden is very grateful for your work and pleased to have you as partners. We would also like to acknowledge and thank our advocate, Briana Taylor, for her work on Lynden's behalf.</p>		
<b>Recommended Action:</b>		
None		

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	July 1, 2019	
<b>Name of Agenda Item:</b>	Approval of Payroll and Claims	
<b>Section of Agenda:</b>	Consent	
<b>Department:</b>	Finance	
<b>Council Committee Review:</b>	<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: _____
	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
None		
<b>Summary Statement:</b>		
<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>		
<b>Recommended Action:</b>		
Approve the payment of City Payroll and Claims.		

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	July 1, 2019	
<b>Name of Agenda Item:</b>	MED-Project Kiosk Services Agreement	
<b>Section of Agenda:</b>	Consent Agenda	
<b>Department:</b>	Police	
<b>Council Committee Review:</b>	<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: _____
	<b>Legal Review:</b> <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
MED-Project Kiosk Services Agreement		
<b>Summary Statement:</b>		
<p>The Lynden Police Department has been a long-time partner with the Drug Enforcement Administration (DEA) and for several years has been involved with the Drug Take Back Program. This program allowed citizens to come to the Police Department and request disposal of illegal narcotics and/or outdated unused prescription medications. An officer was then called to receive, report and enter these substances into evidence for later destruction, a very labor-intensive process.</p> <p>In 2018, the Police Department received a grant and a security receptacle was installed in the lobby of the Police Department allowing citizens to dispose of substances on their own, thus bypassing the officers time consuming reporting process.</p> <p>There is now a new and more efficient service available which is MED-Project (Medical Education &amp; Disposal). This company works in conjunction with the DEA Drug Take Back Program and bridges the gap between agencies and the DEA for the destruction of collected substances. The agreement between the Lynden Police Department and MED-Project lessens the risk to Police Department personnel and will alleviate the need for them to empty, clean the receptacle and dispose of the discarded substances.</p>		
<b>Recommended Action:</b>		
Council approval of the MED-Project Kiosk Services Agreement, and authorize the Mayor's signature.		

**KIOSK SERVICES AGREEMENT**

This Kiosk Services Agreement, including as amended, supplemented or otherwise modified from time to time (the “Agreement”) is entered into between MED-Project LLC (“MED-Project”) and City of Lynden (“Host”) (each individually, a “Party,” collectively the “Parties”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The following terms shall have the respective meanings set forth below:

- 1.1. “Applicable Laws” shall mean all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, orders, decrees or pronouncements of any governmental, administrative or judicial authorities including, but not limited to, the “Take-back Law(s)” (defined below) identified in Exhibit A with respect to each “Jurisdiction” (defined below) identified in Exhibit A, federal Controlled Substances Act, 21 U.S.C. §§ 801 *et seq.*, U. S. Drug Enforcement Administration controlled substances disposal regulations, 21 C.F.R. §§ 1300 *et seq.*, U.S. Department of Transportation Hazardous Materials Regulations, 49 C.F.R. Parts 171-185,, if applicable, and any amendments or modifications to these legal requirements.
- 1.2. “DEA” shall mean the U.S. Drug Enforcement Administration.
- 1.3. “Effective Date” shall mean the date defined in Section 21 of this Agreement.
- 1.4. “Emergency Requests” shall mean requests for Services in Section 3.3 of this Agreement in response to any events, situations, activities or circumstances that pose a risk or potential risk of harm or injury to property or persons.
- 1.5. “Installation Vendor” shall mean the qualified vendor contracted by MED-Project and identified further in Exhibit F, including any installation vendor substituted by MED-Project for the initial Installation Vendor.
- 1.6. “Kiosks” shall mean DEA-compliant receptacles used for the collection of “Unwanted Medicine” (defined

below) provided by MED-Project and identified in Exhibit B.

- 1.7. “Host Collection Site” shall mean the site(s) listed in Exhibit C.
- 1.8. “Jurisdiction” shall mean a state, county, city, or other jurisdiction identified in Exhibit A.
- 1.9. “Losses” shall mean any costs, expenses, damages or diminution of value.
- 1.10. “Manager” shall mean the individual(s) identified in Exhibit D.
- 1.11. “Take-back Law” shall mean a law, regulation, ordinance, or other legal requirement identified in Exhibit A for each Jurisdiction.
- 1.12. “Plan” shall mean the approved MED-Project Product Stewardship Plan operating in each Jurisdiction.
- 1.13. “Services” shall mean the obligations identified in Sections 3.2, 3.3, and 3.4 of this Agreement.
- 1.14. “Termination Date” shall mean the date this Agreement terminates pursuant to Sections 9.1.1 through 9.1.5 of this Agreement.
- 1.15. “Vendor” shall mean the qualified vendor contracted by MED-Project and identified further in Exhibit E, including any vendor substituted by MED-Project for the initial Vendor.
- 1.16. “Unwanted Medicine” shall mean Unwanted Medicine as defined in the respective Plan operating in each Jurisdiction.

2. **Representations and Warranties.**

- 2.1. Host hereby represents and warrants as follows:
  - 2.1.1. Host is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing and disposal of Unwanted Medicine.
  - 2.1.2. Host possesses all required authorizations and authority to enter into this Agreement and this Agreement has been duly authorized and executed by Host in compliance with all required authorizations.
  - 2.1.3. Host’s execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which Host is a party or by which it may be bound.

**KIOSK SERVICES AGREEMENT**

2.2. MED-Project hereby represents and warrants for itself, and to the extent applicable, with respect to Vendor, as follows:

- 2.2.1. Vendor is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing, and disposal of Unwanted Medicine.
- 2.2.2. MED-Project possesses all required authorizations and authority to enter into this Agreement and this Agreement has been duly authorized and executed by MED-Project in compliance with all required authorizations.
- 2.2.3. MED-Project’s execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which MED-Project is a party or by which it may be bound.

**3. Services.**

3.1. Host, MED-Project, Vendor, and Installation Vendor shall perform all obligations required of them under this Agreement in compliance with Applicable Laws.

3.2. MED-Project shall:

- 3.2.1. If the Manager requests a Kiosk from MED-Project, and MED-Project approves the Kiosk request (which MED-Project shall not unreasonably deny), within 180 days of the approval have a Kiosk delivered to Host at a time mutually agreed to by both Parties and when the Manager is present;
- 3.2.2. Have Kiosk maintenance performed if requested by the Manager and MED-Project approves the request (which MED-Project shall not unreasonably deny) or if deemed necessary by Vendor or MED-Project;

3.3. MED-Project, through Vendor, shall:

- 3.3.1. Review and inspect the Kiosk when Vendor collects Unwanted Medicine from the Kiosk;
- 3.3.2. Supply each Kiosk with liners; liners must meet the requirements of Applicable Laws, including, but not limited to, 21 C.F.R. §§ 1300 *et seq.*;
- 3.3.3. Provide Host with a regular schedule for the collection of Unwanted Medicine from

Kiosk(s) and notify the Manager in advance of any changes to this schedule;

- 3.3.4. Collect Unwanted Medicine in accordance with the schedule identified in Section 3.3.3 of this Agreement or upon request by the Manager and approval by MED-Project (which MED-Project shall not unreasonably deny);
- 3.3.5. Respond to Emergency Requests from Host;
- 3.3.6. Transport and dispose or cause the transportation and disposal of Unwanted Medicine collected from Kiosk(s) in accordance with all Applicable Laws.
- 3.4. MED-Project, through the Installation Vendor, shall:
  - 3.4.1. Assist Host with installation of Kiosks if: (1) requested to do so by the Manager; (2) Host Collection Site provides appropriate and adequate space for installation of the Kiosk; and (3) the Manager is present at the Host Collection Site at the time of Kiosk installation.
  - 3.4.2. Remove Kiosk(s) from the Host Collection Site if a replacement Kiosk(s) is scheduled for delivery;
  - 3.4.3. Remove Kiosk(s) from the Host Collection Site if this Agreement terminates pursuant to Section 9 of this Agreement, and, if Kiosk removal causes damage to the floor, repair such damage to the floor in a good and workmanlike manner;
- 3.5. MED-Project, Vendor, and Installation Vendor shall be solely responsible for providing all Services in Sections 3.2, 3.3, and 3.4 of this Agreement, respectively. Host agrees to look solely to MED-Project, Vendor, and Installation Vendor for such Services. MED-Project shall have the right to change Vendor(s) or Installation Vendor at any time at its sole discretion. In such a case, the new entity that becomes the Vendor or Installation Vendor will be responsible under this Agreement for Services required of Vendor or Installation Vendor, respectively, from and after the date of such change.
- 3.6. Host shall allow MED-Project, Vendor, and Installation Vendor to provide the Services in Sections 3.2, 3.3, and 3.4 of this Agreement, respectively, at Host Collection Site and shall cooperate with MED-Project and its Vendor and

**KIOSK SERVICES AGREEMENT**

Installation Vendor in the provision of these Services. Such cooperation includes, but is not limited to:

- 3.6.1. Identifying a Manager at Host Collection Site;
- 3.6.2. Requesting Kiosk(s) from MED-Project within 30 days of the Effective Date and if a Kiosk becomes damaged or malfunctions and cannot be repaired;
- 3.6.3. Providing appropriate and adequate space for the installation of Kiosk(s) in compliance with Applicable Laws and making the Manager present at Host Collection Site at the time of Kiosk installation;
- 3.6.4. Notifying MED-Project of any Kiosk maintenance concerns or needs, including, but not limited to, any damage to or malfunction of a Kiosk;
- 3.6.5. Notifying MED-Project and Vendor if a Kiosk is full, and;
- 3.6.6. Labeling Kiosk(s) with the signage provided by MED-Project. Host shall not alter the design or appearance of Kiosk(s).
- 3.6.7. Storing Unwanted Medicine in accordance with all Applicable Laws.
- 3.7. This Agreement only applies to Kiosk(s) and Host Collection Site(s) located within the Jurisdiction(s) identified in Exhibit A.

**4. Payment.**

- 4.1. Host shall not be responsible for paying the charges of MED-Project, Vendor, or Installation Vendor for the Services MED-Project, Vendor, or Installation Vendor render under Sections 3.2, 3.3, and 3.4 of this Agreement, respectively.

**5. Nature of the Relationship.**

- 5.1. Each Party is entering into and will perform the activities contemplated by this Agreement solely as an independent entity. This Agreement does not create any other relationship between the Parties, or with Vendor or Installation Vendor, including but not limited to the relationship of partners, joint ventures, or agent or legal representative of the other for any purpose whatsoever. None of the Parties will (i) make any representation that would create an

apparent agency, partnership, co-employment or joint venture relationship with any other Party or with Vendor or Installation Vendor, (ii) have the power, expressed or implied, to obligate or bind the other or the Vendor or Installation Vendor in any manner whatsoever, or (iii) be responsible for any act or omission of the other or the Vendor or the Installation Vendor or any employee of the other or of the Vendor or of the Installation Vendor. No employee of Host, MED-Project, Vendor or the Installation Vendor is or will be considered an employee of any other Party for any purpose in connection with the performance of this Agreement. No Party to this Agreement has the ability to direct, control, schedule, hire or discipline any other Party's employee or the employees of Vendor or Installation Vendor.

**6. Report of Theft or Diversion.**

- 6.1. In the event of any theft, unexplained loss, or diversion of Unwanted Medicine collected at a Kiosk, or environmental incident, including spills and releases reported to any governmental authority, occurring during performance of this Agreement, the Party that becomes aware of such condition or event shall notify the other Party immediately.
- 6.2. A Party with information about the conditions or events referenced in Section 6.1 of this Agreement will provide to the other Party any information about such conditions or events necessary for, and on a timeframe that allows, that other Party to meet its obligations under Applicable Laws.

**7. Indemnification.**

- 7.1. To the fullest extent permitted by law, MED-Project shall defend, indemnify, and hold harmless Host from and against all Losses to the extent arising out of or related to any and all third party claims, liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action to the extent arising out of or related to MED-Project's and/or Vendor's and/or Installation Vendor's (a) breach of this Agreement, or (b) sole negligence, recklessness, or willful misconduct.
- 7.2. Notwithstanding the foregoing language in Section 7.1, MED-Project shall not be liable for Losses

**KIOSK SERVICES AGREEMENT**

under Section 7.1 to the extent such Losses arise out of or relate to Host’s (a) breach of this Agreement, or (b) sole negligence, recklessness, or willful misconduct.

**8. Limitation of Liability**

8.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING ECONOMIC DAMAGES AND LOST PROFITS, ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT OR TORT, EVEN IF SUCH PARTY WAS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

**9. Term, Termination.**

9.1. The term of this Agreement shall commence as of the Effective Date and shall continue in force until: Notice from Host to MED-Project of MED-Project’s breach of this Agreement. This Agreement shall terminate immediately upon such notice if MED-Project does not take immediate steps to cure the breach.

9.1.1. Notice from MED-Project to Host of Host’s breach of this Agreement. This Agreement shall terminate immediately upon such notice if Host does not take immediate steps to cure the breach .

9.1.2. Notice from either Party to the other Party that this Agreement is terminated without cause. This Agreement shall terminate seven days after such notice.

9.1.3. If the representations and warranties set forth in Section 2.1 or 2.2 cease to continue to be correct, or DEA issues a notice, guidance, regulation or other communication applicable to Host, Vendor, Installation Vendor, or MED-Project making it reasonable to conclude that activities contemplated by this Agreement are viewed by DEA as impermissible or a violation of Applicable Laws, this Agreement shall terminate immediately.

9.1.4. Two years from the Effective Date, unless the Termination Date is extended pursuant to Section 15 of this Agreement.

9.2. Compliance with Section 3.4.3 of this Agreement shall be MED-Project’s sole financial obligation with respect to any termination of the Agreement.

**10. Severability.**

10.1. In the event any provision of this Agreement shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In the event that a provision cannot be made legally enforceable, the remaining terms of this Agreement shall be enforceable as though the void or unenforceable provision did not exist.

**11. Assignment/Subcontracting.**

11.1. Except as expressly contemplated under this Agreement, neither Party shall assign or subcontract any of its duties or obligations hereunder or assign this Agreement or its rights hereunder without the express written permission of the other Party, such consent not to be unreasonably withheld. Any assignment, delegation or subcontracting in violation of the above shall be void and ineffective. Notwithstanding this or any other provision of this Agreement: (i) MED-Project shall have the right at any time to substitute Vendors or Installation Vendors, and (ii) Each Party may transfer or assign this Agreement and that Party’s respective rights and obligations hereunder in connection with any transfer of ownership, merger, or acquisition.

**12. Survival.**

12.1. The obligations set forth in Sections 5, 7, 8, 9.2, and 18 shall survive termination of this Agreement.

**13. Third Party Beneficiaries.**

13.1. Except as specifically set forth herein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, entity, company or organization, other than Host or MED-Project, any right, remedy, cause of action or claim under or by reason of this

**KIOSK SERVICES AGREEMENT**

Agreement or any term or provision hereof, all of which shall be for the sole and exclusive benefit of Host and MED-Project.

**14. Notice.**

- 14.1. All notices to be provided in connection with this Agreement, including “requests” in sections 3.2.1, 3.2.2, 3.3.4, 3.4.1, and 3.6.2 of this Agreement, shall be in writing. Notices shall be deemed effective (i) when delivered by hand to the Party entitled to receive notice, (ii) on the next business day after delivery to a nationally-recognized express delivery service with instructions and payment for overnight delivery, or (iii) upon confirmation of receipt when sent by e-mail.
- 14.2. All notices in connection with this Agreement shall be sent to the individual or individuals that each Party designates to receive such correspondence on behalf of the Party. Initially, notices shall be provided, if to MED-Project, to:

Jim Wilson, P.E.  
 Senior Director, Compliance and Risk Management  
 MED-Project LLC  
 1800 M Street, NW, Suite 400S  
 Washington, DC 20036  
[legalaffairs@med-project.org](mailto:legalaffairs@med-project.org)  
 Phone: (844) 677-6532  
 Fax: (510) 686-8837

and if to Host, to:

Holly Vega  
 Support Services Manager  
 Lynden Police Department  
 203 19<sup>th</sup> Street  
 Lynden, WA 98264  
 E-mail: [vegah@lyndenwa.org](mailto:vegah@lyndenwa.org)  
 Phone: (360) 255-7898  
 Fax: (360) 354-7609

**15. Complete Agreement, Headings, Modification.**

- 15.1. This Agreement, along with its Exhibits, sets forth the complete agreement of the Parties with respect to the subject matter hereof. No prior or

contemporaneous oral or written agreement or representation shall be effective to modify the express terms of this Agreement. Headings have been inserted for the convenient reference of the Parties and shall not be used to modify or interpret the express terms of the Agreement. No modification to this Agreement shall be valid unless it is made in writing, specifically states that it amends this Agreement, and is signed by authorized representatives of both Parties.

- 15.2. Notwithstanding Section 15.1, the Jurisdictions and Take-back Law for each Jurisdiction may be added to, edited in, or removed from Exhibit A through the mutual written consent of an authorized individual from each Party.
- 15.3. Notwithstanding Section 15.1, Kiosk(s), Host Collection Site(s), and Manager(s) may be added to or removed from Exhibits B, C, and D of this Agreement, respectively, through the mutual written consent of an authorized individual from each Party.
- 15.4. Notwithstanding Section 15.1, MED-Project may substitute Vendor or Installation Vendor in Exhibit E and F, respectively, without written consent from the Host.

**16. Signatures.**

- 16.1. This Agreement is legally binding when, and not until, each Party has received from the other a counterpart of this Agreement signed by an authorized representative. The Parties may sign separate, identical counterparts of this document; taken together, they constitute one Agreement. The signed counterpart may be delivered by any reasonable means, including electronic transmission.

**17. Jurisdiction and Venue.**

- 17.1. This Agreement is made and entered into in Washington and shall be interpreted and construed in accordance with the laws of Washington. The Parties submit to the exclusive jurisdiction of the Washington state and federal courts.

**18. Publicity/Disclosure.**

- 18.1. Unless required by law, neither Party may disclose the terms or subject matter of this Agreement to any third party, without the prior written consent of the other Party, except that MED-Project or Host may

## **KIOSK SERVICES AGREEMENT**

provide this Agreement to the Vendor and Installation Vendor.

18.2. Neither Party shall use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in releases, advertising or any other publications, without such Party's prior written consent in each instance; except that either Party is authorized to use the other Party's name, trade name and logo with regard to public outreach and educational efforts taken with regard to the Plan. This provision applies to written and online releases and communications, including those appearing on a website and those circulated via social media platforms including, but not limited to, Facebook, Twitter, and LinkedIn.

### **19. Authority.**

- 19.1. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Party and its employees and that upon execution, this Agreement shall be binding upon the Party and its employees in accordance with its terms.
- 19.2. Each individual amending and/or providing written consent under this Agreement represents and warrants that he or she is duly authorized to make such amendments and/or consents on behalf of the Party and its employees.

### **20. Waiver.**

20.1. No consent or waiver, express or implied by a Party, to or of any breach or default by the other in the performance by that other Party of obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by that other Party of the same or any other obligation of that Party under this Agreement. Failure of a Party to complain of any act or failure to act of the other, or to declare the other in default, irrespective of how long that failure continues, shall not constitute a waiver by that Party of rights under this Agreement. The giving of consent by a Party in any one instance shall not limit or waive the necessity to obtain that Party's consent in any future instance.

### **21. Effective Date**

21.1. The Agreement shall be effective on the last date signed by a Party in accordance with Section 16 of this Agreement.

**KIOSK SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

City of Lynden

MED-Project LLC

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

Name: Scott Korthuis

Title: Mayor

Date: \_\_\_\_\_

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

Name: Jim Wilson, P.E.

Title: Senior Director Compliance and Risk Management

Date: \_\_\_\_\_

**KIOSK SERVICES AGREEMENT**

**Exhibit A:**

**Jurisdiction and Take-back Law Definitions**

<b>Jurisdiction</b>	<b>Take-back Law</b>
Whatcom County, WA	Whatcom County Secure Medicine Return Ordinance, Whatcom County Code Chapter 24.15 (2017)

**KIOSK SERVICES AGREEMENT**

**Exhibit B**

**Kiosk(s) Approved for Inclusion in the MED-Project Product Stewardship Plan**

<b>Kiosk Description</b>	<b>Host Collection Site</b>
MED-Project Kiosk	Lynden Police Department 203 19 <sup>th</sup> Street Lynden, WA 98264

**KIOSK SERVICES AGREEMENT**

**Exhibit C**

**Host Collection Site(s)**

Name	Address
Lynden Police Department	203 19 <sup>th</sup> Street Lynden, WA 98264

**KIOSK SERVICES AGREEMENT**

**Exhibit D**

**Manager(s)**

Name	Manager's Work Address	Host Collection Site Address	Telephone Number	Email Address
Holly Vega	Lynden Police Department 203 19 <sup>th</sup> Street Lynden, WA 98264	Lynden Police Department 203 19 <sup>th</sup> Street Lynden, WA 98264	(360) 2557879	vegah@lyndenwa.org
John Billester, Chief	Lynden Police Department 203 19 <sup>th</sup> Street Lynden, WA 98264	Lynden Police Department 203 19 <sup>th</sup> Street Lynden, WA 98264	(360) 3542828	billesterj@lyndenwa.org

**KIOSK SERVICES AGREEMENT**

**Exhibit E**

**Notice and Contact Data for Vendor**

Stericycle Specialty Waste Solutions, Inc.  
Address: 2850 100th Court NE, Blaine, MN 55449  
Phone: (612) 285-9865

**KIOSK SERVICES AGREEMENT**

**Exhibit F**

**Notice and Contact Data for Installation Vendor**

Balfour Beatty Construction, LLC  
Address: 415 1st Ave N., Seattle, WA 98109  
Phone: (206) 447-7699

# CITY OF LYNDEN



## EXECUTIVE SUMMARY

<b>Meeting Date:</b>	July 1, 2019	
<b>Name of Agenda Item:</b>	Old Water Treatment Plant Demolition Project Contract Award	
<b>Section of Agenda:</b>	New Business	
<b>Department:</b>	Public Works	
<b>Council Committee Review:</b>	<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: _____
	<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
<b>Attachments:</b>		
Reichhardt & Ebe Engineering Recommendation to Award and Bid Tabulation		
<b>Summary Statement:</b>		
<p>Staff solicited bids for the Old Water Treatment Plant (WTP) Demolition Project. The City received four bids on June 13, 2019. Reichhardt and Ebe Engineering (R&amp;E) prepared the attached Bid Tabulation.</p> <p>After review, R&amp;E determined Tiger Construction to be the lowest responsive, responsible bid, and below the engineer's estimate. Therefore, they have recommended acceptance of Tiger Construction's bid.</p> <p>At their June 5<sup>th</sup> meeting, the Public Works Committee agreed that the bid results could be forwarded directly to City Council after informing them of the results.</p>		
<b>Recommended Action:</b>		
That City Council award the contract for the Old Water Treatment Plant Demolition Project to Tiger Construction in the amount of \$536,444.28, including tax, and authorize the Mayor to sign the contract.		



June 13, 2019

Lynden  
300 4th Street  
Lynden, WA 98264

Attn: Mark Sandal  
Program Manager

Re: Old Water Treatment Plant Demolition  
**Recommendation to Award**

Dear Mark Sandal;

We have reviewed all construction bid proposals for the above referenced project. Tiger Construction, LTD provided the lowest responsive bid at \$536,444.28 including Tax. The Certified Tabulation of Bids Received and the Bidder's Checklist are attached for your information and review.

We recommend that you award the contract to Tiger Construction, LTD subject to the following:

1. Required project funds are available.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tyler Buys', is written over a faint, illegible printed name.

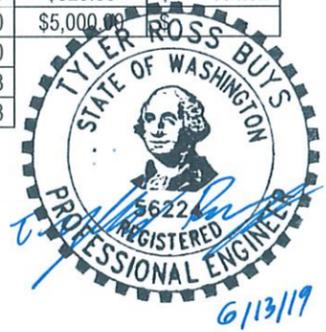
Tyler Buys, P.E.  
Reichhardt & Ebe Engineering, Inc.

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

423 Front Street  
Lynden, WA 98264  
Phone: (360) 354-3687

Called By:	City of Lynden	Bidder's Name Address	Engineer's Estimate	1	2	3	4	Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
For:	Old Water Treatment Plant Demolition 300 4th Street Lynden, WA 98264 CERTIFIED TABULATION OF BIDS RECEIVED			Tiger Construction, LTD PO Box 368 Everson, WA 98247 360-966-7252	Strider Construction Co., Inc. 4721 Northwest Drive Bellingham, WA 98226 360-380-1234	Western Refinery Services, Inc. 2380 Grandview Ferndale, WA 98248 360-366-3303	Faber Construction Corp 31 E Grover Lynden, WA 98264 360-354-3500		
By:	Tyler Buys, P. E.								
Date:	June 13, 2019								

Item No.	Item Description	Quantity	Unit	Unit Price	Amount										
1	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	\$41,725.00	\$ 41,725.00	\$ 90,000.00	\$ 90,000.00	\$54,000.00	\$ 54,000.00	\$52,094.00	\$ 52,094.00	\$59,454.75	\$ 18,243.43
2	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$1,205.00	\$ 1,205.00	\$ 1,000.00	\$ 1,000.00	\$500.00	\$ 500.00	\$1,008.00	\$ 1,008.00	\$928.25	\$ 260.53
3	Project Temporary Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$21,400.00	\$ 21,400.00	\$ 5,000.00	\$ 5,000.00	\$14,000.00	\$ 14,000.00	\$6,674.00	\$ 6,674.00	\$11,768.50	\$ 6,509.84
4	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$3,760.00	\$ 3,760.00	\$ 5,000.00	\$ 5,000.00	\$1,500.00	\$ 1,500.00	\$14,541.00	\$ 14,541.00	\$6,200.25	\$ 4,976.34
5	Removing Existing Structure	1	LS	\$360,000.00	\$ 360,000.00	\$318,700.00	\$ 318,700.00	\$390,000.00	\$ 390,000.00	\$442,500.00	\$ 442,500.00	\$409,032.00	\$ 409,032.00	\$390,058.00	\$ 45,282.84
6	Protection of Essential Equipment	1	LS	\$ 15,000.00	\$ 15,000.00	\$5,475.00	\$ 5,475.00	\$ 8,000.00	\$ 8,000.00	\$3,200.00	\$ 3,200.00	\$7,315.00	\$ 7,315.00	\$5,997.50	\$ 1,860.43
7	Removal of Structures and Obstructions	1	LS	\$ 10,000.00	\$ 10,000.00	\$12,480.00	\$ 12,480.00	\$ 20,000.00	\$ 20,000.00	\$14,000.00	\$ 14,000.00	\$40,270.00	\$ 40,270.00	\$21,687.50	\$ 11,090.90
8	Sawcut ACP	2,300	LF-IN	\$ 1.00	\$ 2,300.00	\$0.30	\$ 690.00	\$ 0.95	\$ 2,185.00	\$1.30	\$ 2,990.00	\$1.00	\$ 2,300.00	\$0.89	\$ 0.36
9	Gravel Borrow Incl. Haul	50	CY	\$ 45.00	\$ 2,250.00	\$40.00	\$ 2,000.00	\$ 27.00	\$ 1,350.00	\$32.00	\$ 1,600.00	\$46.00	\$ 2,300.00	\$36.25	\$ 7.29
10	Shoring or Extra Excavation Class A	1	LS	\$ 15,000.00	\$ 15,000.00	\$3,930.00	\$ 3,930.00	\$ 10,000.00	\$ 10,000.00	\$7,000.00	\$ 7,000.00	\$4,671.00	\$ 4,671.00	\$6,400.25	\$ 2,366.98
11	Shoring or Extra Excavation Class B	500	SF	\$ 1.00	\$ 500.00	\$1.20	\$ 600.00	\$ 1.00	\$ 500.00	\$2.00	\$ 1,000.00	\$8.00	\$ 4,000.00	\$3.05	\$ 2.88
12	Gravel Base	476	TON	\$ 46.00	\$ 21,896.00	\$21.50	\$ 10,234.00	\$ 18.00	\$ 8,568.00	\$24.00	\$ 11,424.00	\$26.00	\$ 12,376.00	\$22.38	\$ 2.99
13	Recycled Crushed Concrete	784	CY	\$ 20.00	\$ 15,680.00	\$14.00	\$ 10,976.00	\$ 12.00	\$ 9,408.00	\$14.00	\$ 10,976.00	\$48.00	\$ 37,632.00	\$22.00	\$ 15.03
14	Crushed Surfacing Top Course	60	TON	\$ 40.00	\$ 2,400.00	\$50.50	\$ 3,030.00	\$ 40.00	\$ 2,400.00	\$65.00	\$ 3,900.00	\$78.00	\$ 4,680.00	\$58.38	\$ 14.39
15	Commercial HMA	70	TON	\$ 125.00	\$ 8,750.00	\$166.00	\$ 11,620.00	\$ 200.00	\$ 14,000.00	\$150.00	\$ 10,500.00	\$179.00	\$ 12,530.00	\$173.75	\$ 18.31
16	Precast Conc. Barrier Type 2	110	LF	\$ 45.00	\$ 4,950.00	\$71.00	\$ 7,810.00	\$ 70.00	\$ 7,700.00	\$65.00	\$ 7,150.00	\$93.00	\$ 10,230.00	\$74.75	\$ 10.78
17	Corrugated Polyethylene Storm Sewer Pipe 12 In. Dia	210	LF	\$ 40.00	\$ 8,400.00	\$38.50	\$ 8,085.00	\$ 30.00	\$ 6,300.00	\$50.00	\$ 10,500.00	\$71.00	\$ 14,910.00	\$47.38	\$ 15.38
18	Catch Basin Type 1	1	EA	\$ 1,600.00	\$ 1,600.00	\$1,625.00	\$ 1,625.00	\$ 1,800.00	\$ 1,800.00	\$1,660.00	\$ 1,660.00	\$1,551.00	\$ 1,551.00	\$1,659.00	\$ 90.42
19	Catch Basin Type 2 48 In. Diam.	2	EA	\$ 2,500.00	\$ 5,000.00	\$3,980.00	\$ 7,960.00	\$ 5,200.00	\$ 10,400.00	\$3,800.00	\$ 7,600.00	\$3,535.00	\$ 7,070.00	\$4,128.75	\$ 638.42
20	Street Cleaning	8	HR	\$ 150.00	\$ 1,200.00	\$220.00	\$ 1,760.00	\$ 115.00	\$ 920.00	\$160.00	\$ 1,280.00	\$419.00	\$ 3,352.00	\$228.50	\$ 116.12
21	Erosion/Water Pollution Control	1	EST	\$ 1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ -
22	Inlet Protection	2	EA	\$ 300.00	\$ 600.00	\$112.00	\$ 224.00	\$ 65.00	\$ 130.00	\$100.00	\$ 200.00	\$101.00	\$ 202.00	\$94.50	\$ 17.67
23	Chain Link Fence Type 3	220	LF	\$ 45.00	\$ 9,900.00	\$52.00	\$ 11,440.00	\$ 52.00	\$ 11,440.00	\$45.00	\$ 9,900.00	\$42.00	\$ 9,240.00	\$47.75	\$ 4.38
24	Pothole Existing Underground Utility	3	EA	\$ 500.00	\$ 1,500.00	\$260.00	\$ 780.00	\$ 500.00	\$ 1,500.00	\$680.00	\$ 2,040.00	\$640.00	\$ 1,920.00	\$520.00	\$ 164.32
25	Repair Existing Public and Private Facilities	1	EST	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ -
Sub-Total					\$ 545,926.00		\$ 493,509.00		\$ 613,601.00		\$ 625,420.00		\$ 665,898.00		
Sales Tax							\$ 47,495.56		\$ 42,935.28		\$ 53,383.29		\$ 54,411.54		\$ 57,933.13
Total					\$ 593,421.56		\$ 536,444.28		\$ 666,984.29		\$ 679,831.54		\$ 723,831.13		



# CITY OF LYNDEN

## EXECUTIVE SUMMARY



<b>Meeting Date:</b>	July 1, 2019	
<b>Name of Agenda Item:</b>	Calendar	
<b>Section of Agenda:</b>	Other Business	
<b>Department:</b>	Administration	
<b>Council Committee Review:</b>	<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:N/A
		<b>Legal Review:</b> <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
<b>Attachments:</b>	Outlook Calendar	
<b>Summary Statement:</b>	See next page.	
<b>Recommended Action:</b>	None	

**July 1, 2019**

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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**

**July 2, 2019**

Tuesday

8:30 AM - 9:30 AM

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

5:00 PM - 6:30 PM

**Design Review Board Meeting -- Annex South East Conference Room**

**July 3, 2019**

Wednesday

10:00 AM - 11:00 AM

**Check-In -- Mike's Office**

**July 4, 2019**

Thursday

All Day

**Independence Day -- United States**

**July 5, 2019**

Friday

8:30 AM - 9:30 AM

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

**July 8, 2019**

Monday

9:00 AM - 10:00 AM

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

6:00 PM - 7:00 PM

**Tour**

7:00 PM - 9:00 PM

**Park & Trail Advisory -- Annex South East Conference Room**

**July 9, 2019**

Tuesday

35

8:30 AM - 9:30 AM

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

**July 10, 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

4:15 PM - 6:00 PM

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

7:00 PM - 9:00 PM

Rec. District Meeting -- Annex South East Conference Room

**July 11, 2019**

Thursday

4:00 PM - 5:00 PM

Public Safety Committee Meeting -- Police Training Room

7:30 PM - 9:30 PM

Planning Commission Meeting -- Annex Council Chamber

**July 12, 2019**

Friday

10:00 AM - 11:00 AM

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

11:00 AM - 12:00 PM

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

**July 15, 2019**

Monday

3:00 PM - 4:00 PM

Finance Committee Meeting -- City Hall 1st Floor Large Conference Room  
Visit [WWW.LYNDENWA.ORG](http://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**