



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
April 20, 2020

Call to Order

Council members will participate in this meeting remotely through an online web-based meeting platform. Per Washington State Proclamation 20-28, in-person attendance at meetings is prohibited at this time. Please note there will be no public comment taken at City Council meetings until further notice. Instead, people are respectfully asked and encouraged to submit comments by email to cityhall@lyndenwa.org.

You may participate telephonically in the council meeting by dialing 1-253-948-9362. At that time you will be prompted to enter the Conference ID: 143 326 854# (it is necessary to enter the # symbol after entering the numbers). Please be aware that callers will be able to hear all other callers and will not be able to provide comments.

Pledge of Allegiance

Roll Call

Oath of Office

Approval of Minutes

1. Draft Council Minutes- March 16, 2020

Items from the Audience
Scheduled

Unscheduled (20 Minutes) - NONE

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

- [2.](#) Approval of Payroll and Claims
- [3.](#) Heusinkveld Land Lease Agreement
- [4.](#) Resolution No. 1021 – Authorization to Apply for a Recreation and Conservation Office Grant
- [5.](#) Resolution No. 1020 Acceptance of Department of Transportation Aviation Division Grant for Lynden Municipal Airport
- [6.](#) City of Lynden Policy for the Families First Coronavirus Response Act (FFCRA)
- [7.](#) Personnel Policy HR-01.01-Request for Advanced Sick Leave

Public Hearing

Unfinished Business

- [8.](#) PRD Amendment 19-01 – RB Development (Parkview Apts)

New Business

- [9.](#) Water/Wastewater Agency Response Network (WAWARN)
- [10.](#) Ordinance No. 1605 - Tolling of the 120-day Local Project Review Deadline

Other Business

- [11.](#) Draft Parks Committee Minutes February 18, 2020
- [12.](#) Draft-Public Safety Minutes- March 12, 2020
- [13.](#) Parks Committee Draft Minutes March 16, 2020
- [14.](#) Calendar

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	April 6, 2020	
Name of Agenda Item:	Draft Council Minutes- Regular Meeting	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: N/A	Legal Review:
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes- Regular Meeting	
Summary Statement:	Draft Council Minutes- Regular Meeting	
Recommended Action:	For Council review.	

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



March 16, 2020

1. CALL TO ORDER

Mayor Korthuis called to order the March 16, 2020 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, Kyle Strengholt, and Mark Wohlrab.

Members absent: Councilor Laninga absent with notice.

Staff present: Parks Director Vern Meenderinck, Planning Director Heidi Gudde, Public Works Director Steve Banham, City Clerk Pam Brown, City Administrator Mike Martin, and City Attorney Bob Carmichael.

OATH OF OFFICE- None

Mayor Korthuis presented council members with a Proclamation of Emergency which stated that a civil emergency exists within the City of Lynden due to the outbreak of COVID-19 and that the Mayor and his designee(s) are authorized to utilize all emergency powers available under law, including without limitation RCW 38.52.070 and LMC 2.10.060, to preserve public health, safety and order. That Proclamation of Emergency document is made a part of the official council file.

Councilor Bode moved and Councilor Wohlrab seconded to approve the Mayor’s signature on the City of Lynden Proclamation of Emergency. Motion approved on a 6-0 vote.

Mayor Korthuis presented Phil Vander Ploeg with a recognition award for his 38 years of service as a Civil Service Commissioner. Mr. Vander Ploeg shared a few of his journal entries which were written during the time he was an active Civil Service Board member. He then thanked the City for the opportunity to serve.

APPROVAL OF MINUTES

CITY OF LYNDEN

CITY COUNCIL
MINUTES OF REGULAR MEETING



Councilor De Valois moved and Councilor Wohlrab seconded to approve the regular council minutes of March 2, 2020. Motion approved on a 6-0 vote.

ITEMS FROM THE AUDIENCE

Scheduled: Sara Bernardy, Census Coordinator, Whatcom Council of Governments

Ms. Bernardy presented 2020 Census information, emphasizing how financially important it is to get an accurate count of each and every person. The Census count determines the distribution of federal funds for programs such as Medicaid, SNAP/WIC, Education, Section 8/Housing Vouchers, Head Start, and planning for roads, transportation and emergencies.

The 2020 Census asks the following ten questions:

- Address (rent or own)
- Phone number
- Number of people living at the address
- Name
- Sex
- Age and Date of Birth
- Race
- Hispanic, Latino or Spanish Origin
- Whether a person lives or stays somewhere else
- Relationship

Unscheduled- None

2. CONSENT AGENDA

Approval of Payroll Disbursed – March 1 through March 15, 2020

Paychex EFT	\$288,471.25
City of Lynden EFT	\$64,635.16
Warrant Liability	\$58,867.08
<hr/>	
Subtotal	\$411,973.49
Paychex EFT Liability	\$6,810.83
Total EFT & Other Liabilities	\$418,784.32

Approval of Claims – March 18, 2020

CITY OF LYNDEN



CITY COUNCIL MINUTES OF REGULAR MEETING

Manual Warrants No.	-	through	-		\$0.00
EFT Payment Pre-Pays					\$752.30
				Sub Total Pre-Pays	\$752.30
Voucher Warrants No.	<u>74897</u>	through	<u>75032</u>		\$609,416.24
EFT Payments					\$25,989.84
				Sub Total	\$635,406.08
				Total Accts. Payable	\$636,158.38

Interlocal Agreement with City of Bellingham for Vactor Waste Facility Use

Staff requests renewal of the Interlocal Agreement with the City of Bellingham (COB) for vactor waste disposal. The COB accepts street sweepings and vactor waste materials and disposes of them in compliance with Department of Ecology (DOE) and Department of Health rules and regulations. Public Works used this disposal as an alternative to disposal at RDS which is currently less expensive. This would be a fourth term renewal through December 31, 2020 at the same price of \$147.56 per ton. All other terms remain the same.

The Public Works Committee reviewed this agreement at their March 4th meeting and concurred to recommend approval to City Council.

Professional Service Agreement – BOSTEC, Inc.

The BOSTEC, Inc., Professional Service Agreement is for provision of Drug and Alcohol Testing Services, Reasonable Suspicion Training for managers, including the agreement for the payment of said services.

Client Service Agreement – Pinnacle Investigations

The Pinnacle Investigations Client Service Agreement is for provision of pre-employment and ongoing staff background investigative services. The agreement certifies to Pinnacle Investigations that the City of Lynden will comply with the provisions in the Fair Credit Reporting Act and any applicable state law as it pertains to “consumer report” and/or “investigative consumer report” to be obtained for employment purposes.

Councilor Bode moved and Councilor Wohlrab seconded to approve the Consent Agenda. Motion approved on a 6-0 vote.

3. PUBLIC HEARING- None



4. UNFINISHED BUSINESS

PRD Amendment 19-01- RB Development (Parkview Apartments)

December 2, 2019 City Council approved an Order of Remand which sent the proposed Planned Residential Development (PRD) Amendment 19-01, a revision to the RB Development PRD, back to the Planning Commission for review of an alternate proposal. The amendment seeks to utilize residential units originally planned for the PRD by modifying the perimeter setback associated with Parkview Apartments, setting an increased height limitation, and removing outdoor storage requirements for the proposed units.

If the amendment is permitted, the applicant proposes the construction of senior apartments which would complement the surrounding property uses. A revised application returned to a public hearing before the Planning Commission on February 27, 2020.

The proposal reduced the building height from 45' to 41', reduced the proposed units from 50 to 41, proposed crosswalk improvements on Aaron Drive, and increased the setback from the street from 15' to 20'. At the hearing, concerns were raised as to the ability of the applicant to transfer this number of unused units of the PRD to this site.

In 1994, when the PRD was created, it was possible to transfer unused density within the PRD. However, in 2006 the code on PRD's was revised to prohibit the transfer of units from one area to another. As a result, the Commission voted 4 to 2 to recommend approval of the PRD amendment but the recommendation was fundamentally conditioned on the ability of the applicant to transfer density within the PRD.

Legal interpretation was requested from the office of Carmichael Clark. On March 12 the conclusive memo was received. It indicates that as the transfer of density was expressly permitted under the old code as well as the original contract, the developer maintains the right to transfer densities from one area of the PRD to another. If passed by Council, the approval will be considered preliminary until the applicant finalizes the associated development contract and CC&R's. Both documents must return to the Planning Commission and Council within 12 months. Staff will also return to Council with findings of fact and conclusion of law.



Councilor Strengholt moved and Councilor De Valois seconded to preliminarily approve the amendment to the RB Development PRD, Application 19-01 as presented. Motion approved on a 4-2 vote with Councilors Bode and Lenssen opposed.

5. NEW BUSINESS

Reinstate Parks Maintenance Supervisor Position

When the Parks Maintenance Supervisor retired in 2006, for a variety of reasons the position was eliminated and replaced with a Full time Maintenance II position. Since that time, the City has added Patterson Park, Scenic Estates park, Lynden Jim Park, and the Benson, Dickinson, and Glenning properties and the department has taken over landscaping duties at the Library, Annex, City hall, Fire station, Police department, and added various sections of trails.

In 2006, the department had 6 full time and 6 part time employees, in 2019 the department had 6 full time employees and 5 part time employees. The budget for 2020 asked for 6 full time employees and 6 part time employees to help with the additional work required to maintain the added responsibilities.

The Parks staff is stretched far beyond the capabilities of providing the excellent service we wish to provide. Therefore, we are requesting to reinstate the Maintenance Supervisor position this season to help with the additional scheduling of tasks, to oversee the work being done, and act as the lead person in supervising the parks staff and setting direction and policy for the department staff.

The cost to implement this addition to the payroll would be offset somewhat by reducing the requested 6 seasonal positions to 4 and would require an additional \$30,000 to 35,000 to make this position possible. The Parks Committee has reviewed this request and is in agreement with the recommendation.

Councilor De Valois moved and Councilor Kuiken seconded to reinstate the Parks Maintenance Supervisor position and add additional funding to the budget to pay the costs related to the addition. Motion approved on a 6-0 vote.

Interlocal Agreement – Interim Countywide Planning Policy

The memo dated February 4, 2020 to the Whatcom County Council from the County's Planning and Development Services Department describes the statutory background for establishing



Countywide Planning Policies. It also details the work of the City/County Planner group work to establish interim procedures to amend the Countywide Planning Policies (CWPPs).

The Whatcom County Council's Special Committee of the Whole approved the interlocal agreement on February 11, 2020 and requests that the Agreement be reviewed and ultimately approved by all the cities prior to the end of March. The City's legal counsel has reviewed the document and found that, although specific sections could benefit from clarification, the agreement could be signed so as not to delay the process.

It's worth noting that the procedures for amending planning policies implemented here are considered interim but are needed in order to comply with the State mandated Buildable Lands Program. Ultimately, using these procedures, policies regarding amendments would be permanently established by the County.

Councilor Lenssen moved and Councilor Kuiken seconded to approve the Interlocal Agreement concerning interim procedures for amending countywide planning policies and to approve the mayor's signature on the Agreement. Motion approved on a 6-0 vote.

6. OTHER BUSINESS

Council Committee Updates

Councilor Wohlrab reporting for the Public Safety Committee which involved discussion of:

- Update regarding COVID-19
- Lynden Watch membership is growing
- Fire Department monthly and 2019 annual report
- Fire Department hiring two firefighters who are starting March 16
- Planned remodel of fire station
- Police calls for the month
- Top 10 crimes
- Need for additional police vehicles
- Police officer hired

Councilor De Valois reporting for the Parks Committee which involved discussion of:

- Maintenance Supervisor
- Five-year lease of city land by Edaleen to grow grass
- Benson Road house is available for rent, there may be an interested party
- The quote from Tim Faber concerning the Heusinkveld Barn
- Those interested in building a pump track continue to fundraise
- Joint meetings with the Recreation District and the Park & Trail Committee

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



Councilor Strengholt reporting for the Finance Committee which involved discussion of:

- Cassell software and the possibility of delays due to COVID-19
- Payroll and Claims
- Sales tax numbers are good
- Conducting labor negotiations in public
- COVID-19 and possibility of some finance staff working from home
- Revenue fund is strong

7. EXECUTIVE SESSION

Council recessed into executive session at 8:00 p.m. to discuss a potential acquisition of real estate. It was anticipated that the executive session would last approximately 5 minutes total and that a decision would be made.

The Council meeting reconvened at 8:05 p.m.

Councilor Bode moved and Councilor De Valois seconded that City Council authorize the Mayor to sign offer letters for utility, conservation, and construction easements on parcel owned by Daniel W. and Teri J. Noteboom and Top Family Living Trust, Phillip H. and Michael J. Top, Trustees for Industrial Condensate Pipe on Hannegan Road north of Nooksack River. Motion approved on a 6-0 vote.

Councilor Strengholt told council that the Wayfinding Sign Committee has been activated. He also asked council to be mindful that an invasive species known as the Asian Giant Hornet has been found in Blaine and now Custer, Washington. The Asian Giant Hornet kills honeybees and decimates beehives.

8. ADJOURNMENT

The March 16, 2020 regular session of the Lynden City Council adjourned at 8:05 p.m.

Pamela D. Brown, MMC
City Clerk

Scott Korthuis
Mayor

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	April 20, 2020	
Name of Agenda Item:	Approval of Payroll and Claims	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks <input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Approval of Payroll and Claims	
Recommended Action:	Approval of Payroll and Claims	

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	March 20, 2020	
Name of Agenda Item:	Heusinkveld Land Lease Agreement	
Section of Agenda:	Consent Agenda	
Department:		
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 checked="" type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Lease Agreement		
Summary Statement:		
<p>A request for proposal was advertised in the Lynden Tribune requesting proposals for the use of 33 acres of the Ag land located on the Heusinkveld Property. Subsequently it was decided to retain the westerly 150 ft of the property for the city in order to begin the planting of trees where Pepin Creek may go eventually. Resulting in a net 28 acres of land to be leased for Ag related usage.</p> <p>1-Proposal was submitted for the use of the property Edaleen Dairy- \$215 per acre</p> <p>Parks Committee reviewed the proposal and recommends leasing 28 acres of the property to Edaleen Dairy for a period of 5 years at \$215.00 per acre, plus leasehold excise tax</p> <p>The committee has recommended bringing the lease agreement to full council for approval.</p>		
Recommended Action:		
Motion to approve the Heusinkveld Land Lease Agreement with Edaleen Dairy for a term of 5 years at \$215.00 per acre, plus leasehold excise tax, and authorize the Mayor's signature on the lease agreement.		

HEUSINKVELD LAND
LEASE AGREEMENT

This Lease Agreement ("Agreement" or "Lease"), made this ____ day of April, 2020, by and between the City of Lynden, a Washington municipal corporation (hereinafter called "Lessor" or "City"), and Edaleen Dairy LLC, a Washington limited liability company hereinafter called "Lessee" or "Edaleen"

WHEREAS, the Lessor is the owner of that certain real property located in Whatcom County, Washington, consisting of approximately 40 acres, more or less, located at 8727 Benson Road, Lynden, Washington, Whatcom County Assessor's parcel numbers 400318 5092950000 and 400318 461331000, as more particularly described on Exhibit A hereto and incorporated herein by this reference ("the Property") of which, the City will lease 28 acres, as depicted on Exhibit B to Edaleen for a period of five (5) years; and

WHEREAS, the agricultural uses permitted on the Property are limited by the applicable Lynden Municipal Code ("LMC") provisions including but not limited to LMC 19.39; and

WHEREAS, per LMC 3.08.010 the Lessor must collect a leasehold excise tax upon the act or privilege of occupying or using publicly owned real or personal property within the city or owned by the city through a leasehold interest as defined by RCW 82.29A.020(1); and

WHEREAS, per LMC 3.08.020 the rate of leasehold excise tax shall be paid at the rate set per the State of Washington Department of Revenue (as defined by RCW 82.29A.020 (2)); and

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

NOW THEREFORE, in recognition of the foregoing recitals, and in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Premises Leased and Consideration: The Lessor hereby leases to Lessee the Property. The Lessee is authorized to possess the Property pursuant to this Agreement, from May 1, 2020 or the date of execution, whichever is later, until the last day of April, 2025 (five (5) years). Lessee shall pay Lessor for the rental sum of Two Hundred Fifteen and 00/100ths Dollars (\$215.00), per acre per year plus state leasehold excise tax, for a total of Six Thousand Twenty and 00/100ths Dollars (\$6,020) each year, plus state leasehold excise tax. The first rental payment of Three Thousand Ten and 00/100ths Dollars (\$3,010) plus leasehold excise tax being due on the first day of May, 2020
The balance of said rental payments in the sum of Three Thousand Ten and 00/100ths Dollars (\$3,010), plus state leasehold excise tax for each payment, being due on the 1st day of each sixth month thereafter, until the expiration of this lease or any extension thereof.

1

2. Insurance: The Lessee shall maintain in full force and effect at their own cost and expense a property and liability insurance policy on the Property until expiration of the term of this Lease. Said policy shall include a general comprehensive liability and property insurance policy in protection of the City and protecting the City and all persons against liability for loss or damage or personal injury, death, and property damage, and errors or omissions, negligent acts or omissions, with minimum limits in the amount of One Million Dollars (\$1,000,000.00). The City shall be named as an additional insured on said policy and proof of such insurance shall be provided.

3. Term: The term of this Lease shall begin on May 1, 2020 or on such other date as execution of this Lease on the Property shall occur between the parties and shall terminate on the last day of April 2025, for a total term of five (5) years.

4. Lease Binding on Heirs: All of the terms and agreements of this lease shall be binding not only upon the Lessor and Lessee but also upon their heirs, executors, administrators, successors, and assigns.

5. Default: Material breaches of this Lease by the Lessee or Sublessees, shall constitute default and be grounds for early termination of the Lease. In the event of a default by Lessee or Sublessees, Lessor may terminate this Lease and seek removal of Lessee and/or Sublessees from the premises, upon providing written notice as required by law.

6. Utilities and Fees: The Lessee shall be solely responsible for all charges for electricity, which shall be charged against the Property during the full term of this lease.

7. Repairs and Maintenance: The Property has been inspected and is accepted by Lessee in its present condition. Lessee and Sublessees shall, at their own expense and at all times, keep the Property neat, clean and in a sanitary condition, and keep and use the Property in accordance with applicable laws, ordinances, rules, regulations and requirement of governmental authorities. Lessee shall permit no waste, damage or injury to the Property; all waste and junk shall be removed from the Property promptly; and no hazardous materials of any kind shall occupy the Property. Lessee shall not operate a commercial venture on the Property. Lessee shall make such repairs as necessary to maintain the Property in as good condition as they now are, reasonable use and wear, and damage by fire and other casualty excepted

8. Good Farming Method: Lessee will covenant and agree that Lessee's use of the land upon the Property shall be consistent with good farming practices and shall be accomplished in a good, farmer-like manner. Manure or fertilizer shall be spread upon the Property each year during the term of this lease and commercial fertilizer shall be applied in accordance with good farming methods. The land must be seeded to grass at the end of the term of this lease.

9. Compliance with Laws: Lessee shall not do or about the Property, anything that would or does violate or conflict with any law, ordinance, rule or regulation now in force or effect, or that may hereinafter be enacted, promulgated or adopted by Federal, State or local authority.

10. Nuisance: Lessee shall not maintain any nuisance on the Property, and shall not use the Property for any unlawful purposes. Lessor and Lessee acknowledge and agree that any and all deterioration of the Property due to salinity, drainage and related problems or the use of the Property by Lessee in accordance with normal and customary agricultural practices does not constitute waste or a nuisance or a breach of any of the terms of this Lease.

11. Alterations: Lessee shall not make excavations, fills, alterations, additions or improvements on the Property without written permission of Lessor. All alterations, additions and improvements which shall be made, shall be at the sole cost and expense of Lessee, and shall become the property of the Lessor, and shall remain in and be surrendered with the premises as part hereof at the termination of this lease, without disturbance, molestation or injury. If the Lessee shall perform work with the consent of the Lessor, as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. The Lessee further agrees to save the Lessor free and harmless from damage, loss, or expense arising out of said work.

12. Accidents and Non-Liability: Lessee agrees that the Lessor shall not be liable for loss arising out of damage to or destruction of stored material goods and chattels or livestock resulting from any defect in the Property or from any other cause, while in the possession of Lessees or Sublessees. This Agreement shall be binding whether or not such damage or destruction be caused by the neglect of the Lessor or its, agents, servants, or employees, and further, any and all right of subrogation by any insurance carrier is hereby waived, except as herein described.

13. Subletting or Assignment: Lessee shall not sublet, or through any other process, transfer to any other person rental of the Property, or any other right or privilege without written permission of the Lessor.

14. Insolvency of Lessee: Notwithstanding any other provision herein to the contrary, in the event the Lessee or Lessee's successors or assigns shall become insolvent, bankrupt, or make an assignment for the benefit of creditors, or if Lessee's interests herein shall be levied upon or sold under execution or other legal process, the Lessor may terminate this lease; provided that in the event this lease is terminated, the maximum claim of Lessor for damages or indemnity for injuries resulting from the termination of the expired lease shall in no event be an amount exceeding the rent reserved by the lease, without acceleration, for the year next succeeding the date of the surrender of the premises to the Lessor, or the date of re-entry of the Lessor, whichever first occurs, plus an amount equal to the unpaid rent accrued, without acceleration, up to such date.

15. Right of Access: Lessor shall have the right to enter the Property at all reasonable times for the purpose of inspection or of making excavations, surveys, design reviews, repairs, additions or alterations. Lessor further reserves and Lessee hereby grants to Lessor or Lessor's agents, the right to enter upon the herein-leased premises at any reasonable time, without notice, during the thirty (30) day period immediately preceding the expiration of this lease or any extension thereof, for the purpose of showing said premises to prospective tenants.

16. Right of First Refusal: Provided Lessee is not in default of the terms hereunder, Lessee shall have the right of first refusal to lease the Property. The Lessee shall have the right of first refusal to continue to lease the herein-described Property at the expiration of this Lease on such terms and conditions as the Lessee will grant to any other party. Lessee shall have ten (10) business days after mailing of notice of such terms and conditions to either accept or reject such offer.

If Lessee fails to notify Lessor in writing that it will lease the Property within the prescribed ten (10) business day period, Lessee's rights under this Section shall terminate, and Lessor shall have no further obligation under this Section with respect to the Property.

17. Abandoned Property: Upon termination of Lease and surrendering possession of the Property to the Lessor by the Lessee, or at the completion of the rental term or by any other means, any property remaining in or about the Property shall be assumed by the Lessor to be abandoned property and may be disposed of in accordance with the laws of the State of Washington.

18. Holding Over: If Lessee, with the implied or express consent of Lessor, shall hold over after the expiration of the term of this lease, Lessee shall remain bound by all of the covenants and agreements herein, except that the tenancy shall be from month to month.

19. Relationship of the Parties: The parties agree that they are each independent entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this agreement.

20. Indemnification and Hold Harmless: Lessee shall indemnify, defend and hold harmless the City from any and all claims, suits, actions, damage awards, fee awards, fines, or penalties, whether to person or property, or expense of any type or nature which may occur to the City including reasonable attorneys' fees, experts fees and other costs, based upon the intentional or negligent acts or omissions of Lessee, its Sublessees, agents and/or employees in the performance of this Agreement. In any case in which suit or action is instituted against the City by reason of damages or injury caused in whole or in part by an act or omission of Lessee, its Sublessees, agents and/or employees, the City shall cause written notice thereof to be given to

Lessee and Lessee thereupon shall have the duty to appear and defend in any such suit or action, without cost or expense to the City. For purposes of carrying out this indemnification and hold harmless provision, Lessee expressly waives any immunity it may otherwise have pursuant to Title 51, Industrial Insurance provisions of the Revised Code of Washington.

21. Costs and Attorneys Fees: In the event any unlawful detainer action, lawsuit, or other legal proceeding is commenced pertaining to this Lease, the prevailing party shall be entitled to recover all of its reasonable legal costs and attorney's fees incurred from the other party.

22. Notice. Any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

<p>To Lessor: City of Lynden Attention: Mike Martin 300 4th Street Lynden, Wa. 98264</p>	<p>To Lessee: Edaleen Dairy Farms Attention: Mitch Moorlag 9593 Guide Meridian Lynden, Wa. 98264</p>
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The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective three (3) business days following the deposit thereof in the U.S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may, by notice, change its address for notice.

23. Entire Agreement: This Lease Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

24. Governing Law and Venue Stipulation: This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of the Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

25. Waiver and Modification: This Lease may be amended or supplemented only by a written instrument signed by the parties hereto.

26. Severability: In the event any provision of this Lease shall be held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the remaining provisions of this Lease shall nonetheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the date first above written.

LESSOR:
THE CITY OF LYNDEN

By

Scott Korthuis, Mayor

LESSEE:
EDALEEN DAIRY
FARMS LLC

Mitch Moorlag

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

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

Dated:

_____, NOTARY PUBLIC
in and for the State of WA. My commission
Expires:_____

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Mitch Moorlag, manager of Edaleen Dairy signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument and acknowledged that they had the authorization to sign said instrument.

Dated:

_____, NOTARY
PUBLIC in and for the State of WA. My
commission expires
_____.

EXHIBIT A

Parcel A:

The North 315 feet of the South 470 feet of the East 410 feet of the Southeast quarter of the Northeast quarter of Section 18, Township-40 North, Range 3 East of W.M., Whatcom County, Washington;

Except Benson Road.

The Southeast Quarter of the Northeast quarter of Section 40 North, Range 3 East of W.M., Whatcom County, Washington;

Except the North 315 feet of the South 470 feet of the East 410 feet thereof; except Benson Road.

Except the Westerly 150 feet of Parcels A & B Approximately 28 rentable acres.



Except Benson Road.

All water rights, certificates, claims, applications, and any other documentation concerning water are to remain with the property

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	April 20, 2020	
Name of Agenda Item:	Resolution No. 1021 – Authorization to Apply for a Recreation and Conservation Office Grant	
Section of Agenda:	Consent	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" 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. 1021 Authorization to Apply for a Recreation and Conservation Office Grant		
Summary Statement:		
<p>Staff unsuccessfully applied for a Washington Recreation and Conservation Office (RCO) grant to extend the Jim Kaemingk Trail from Depot Road to North 8th Street in 2016 and 2018. We have received feedback with each of those past applications and have also continued to move forward with the design and property acquisition and so staff believes that we are in a position to be able to put together a third application anticipating receipt of a grant in 2021. The new application is due before the end of May (extended due to COVID). One requirement of a 2020 grant application is to adopt a resolution authorizing the City to apply for RCO funding. The specific resolution language is provided to the City by RCO and their legal counsel but has also been reviewed and reformatted by the City’s attorney.</p> <p>The Parks and Public Works Committees have both reviewed the Resolution in the previous application cycles in 2016 and 2018 and concurred to forward the Resolution to City Council for approval.</p>		
Recommended Action:		
That the City Council approve Resolution No. 1021, Authorization to Apply for a Recreation and Conservation Office Grant, and authorize the Mayor’s signature on the Resolution.		

RESOLUTION NO. 1021
A RESOLUTION OF RECREATION AND CONSERVATION OFFICE
APPLICANT RESOLUTION / AUTHORIZATION
FOR THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON

Organization Name: City of Lynden

Resolution No. 1021

Location of Resolution or Document: City of Lynden

Project Number and Name: Jim Kaemingk Trail Extension Project No. 2015-08

This resolution/authorization authorizes the persons identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization, the City of Lynden, to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the City of Lynden's Director of Public Works Steve Banham and/or Parks Director Vern Meenderinck (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above Projects: Grant application (submission thereof); Project contact (day-to-day administering of the grant and communicating with the RCO); RCO Grant Agreement ("Agreement"); Agreement amendments; Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the county.

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the Project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
12. [for Development, Renovation, Enhancement, and Restoration Projects Only—If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, ____ IN FAVOR, ____ AGAINST, AND SIGNED BY THE MAYOR THIS ____ DAY OF _____, 2020.

Signed: _____
Title: Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

On File at the City of Lynden, 300 4th Street, Lynden, Washington.

Washington State Attorney General’s Office

Approved as to form Brian Staller 2/13/2020
Assistant Attorney General Date

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	April 20, 2020	
Name of Agenda Item:	Resolution No. 1020 Acceptance of Department of Transportation Aviation Division Grant for Lynden Municipal Airport	
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 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:	Resolution No. 1020	
Summary Statement:	<p>The City is applying for a Washington State Department of Transportation, Aviation Division (WSDOT) grant to re-seal and re-stripe the runway at the airport in the amount of \$150,000. A 5% match is required in the amount of \$7,500. Funds were allocated in the 2020 budget for this project. Construction would be performed in 2020 with re-stripping occurring in 2021.</p>	
Recommended Action:	That City Council approve Resolution No. 1020, Acceptance of Department of Transportation, Aviation Division Grant and authorizing the Mayor's signature.	

RESOLUTION NO. 1020**A RESOLUTION AUTHORIZING ACCEPTANCE OF A WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, GRANT FOR THE LYNDEN MUNICIPAL AIRPORT, CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON**

WHEREAS, the City of Lynden is applying for an Airport Aid grant from the Washington State Department of Transportation, Aviation Division, for pavement improvements at the Lynden Municipal Airport in the amount of \$150,000; and

WHEREAS, in order to be eligible for funding, the City of Lynden must submit an adopted resolution stating that matching funds are available and authorized by the Lynden City Council; and

WHEREAS, during the 2018 WSDOT funded inspection of the runway, the Pavement Condition Index (PCI) was 67 and WSDOT recommends slurry seal for pavements with a PCI between 65 and 84 for cost-effective lifecycle maintenance of runways; and

WHEREAS, the grant request is to re-seal and re-stripe the runway and the City's matching funds obligation is to provide 5% of the contract amount for this work; and

WHEREAS, the design would be completed in 2020 with the construction occurring during the 2020 construction season; and

WHEREAS, the City will provide \$7,500, in matching funds, out of the Airport Fund.

NOW, THEREFORE, BE IT RESOLVED by the Lynden City Council of the City of Lynden as follows:

Section 1. The Lynden City Council does hereby authorize the City to receive a Washington State Department of Transportation, Aviation Division grant for runway slurry seal and pavement remarking in the amount of \$142,500; and hereby commits that funding is available for the local match of 5% in the amount of \$7,500.

Section 2: BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

Section 3: If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this code and each section, regardless of whether any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if for any reason this Resolution is declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 4: This resolution shall be in full force and effect on _____, 2020.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, _____ IN FAVOR AND _____ AGAINST, AND SIGNED BY THE MAYOR THIS _____ DAY OF _____, 2020.

MAYOR SCOTT KORTHUIS

ATTEST:

CITY CLERK PAMELA BROWN

APPROVED AS TO FORM:

CITY ATTORNEY BOB CARMICHAEL

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	4-20-2020	
Name of Agenda Item:	City of Lynden Policy for the Families First Coronavirus Response Act (FFCRA)	
Section of Agenda:	New Business	
Department:	Administration (HR)	
Council Committee Review:	<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: None	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:		
<ol style="list-style-type: none"> 1) Family First Coronavirus Response Act Policy 2) Emergency Family Medical Leave Request Form 3) Emergency Paid Sick Leave Request Form 		
Summary Statement:		
<p>The Families First Coronavirus Response Act (FFCRA) was signed into law on March 18, 2020 and took effect on April 1, 2020. The FFCRA provides two categories of leave.</p> <p>The first expands existing FMLA coverage to provide up to 12 weeks of partially-paid Public Health Emergency Leave for eligible employees forced to miss work due to closure of their child’s school or the unavailability of the child’s childcare provider for reasons related to COVID-19.</p> <p>The second provides up to 10 days of Emergency Paid Sick Leave for various reasons related to the COVID-19 outbreak. The attached policy provides information and guidance on administration of these two leaves.</p>		
Recommended Action:		
That Council approve (by motion) the Family First Coronavirus Response Act Policy document.		



Request for Emergency Paid Sick Leave

To request emergency paid sick leave as provided under the Families First Coronavirus Response Act and City of Lynden’s Emergency Paid Sick Leave Policy, please complete the following request form and submit to your Manager or the Human Resources department as soon as possible before leave begins.

Employee Name (print clearly): _____

Department: _____ Manager: _____

Requested Leave Start Date: _____ Estimated End Date: _____

The amount of emergency paid sick leave being requested is _____ hours.

The reason for this emergency paid sick leave request is (check the appropriate reason below):

- 1) I am subject to a federal, state, or local quarantine or isolation order related to COVID–19.
- 2) I have been advised by a health care provider to self-quarantine due to concerns related to COVID–19.
- 3) I am experiencing symptoms of COVID–19 and seeking a medical diagnosis.
- 4) I am caring for an individual who is subject to either number 1 or 2 above.
- 5) I am caring for my child whose primary or secondary school or place of care has been closed, or my childcare provider is unavailable due to COVID–19 precautions.
- 6) I am experiencing another substantially similar condition specified by the secretary of health and human services.

First three reasons listed above are paid at an employee’s regular rate of pay. The bottom three reasons (4), (5), or (6) are paid at two-thirds of the employee’s regular rate of pay.

If selecting reason (4), (5), or (6) would you like to use accrued leave to equal your regular rate of pay?

- No Yes, please use: Comp Time Sick Time Vacation Time

Employee Signature: _____ Date _____

Manager Signature: _____ Date _____

HR Manager: _____ Date _____

City Administrator: _____ Date _____



Request for Emergency Family Medical Leave

To request Emergency Family Leave as provided under the Families First Coronavirus Response Act and City of Lynden's Emergency Family Medical Leave Expansion Policy, please complete the following request form and submit to your Manager or the Human Resources department as soon as possible before leave commences. Verbal notice will be accepted until a form can be provided.

Employee Name: _____

Department: _____ Manager: _____

Requested Leave Start Date: _____ Estimated End Date: _____

The amount of Emergency Family Medical leave being requested is _____ hours.

Requested payment for first ten (10) days of this leave (check the appropriate reason below):

1) Unpaid

2) Personal Accrued Leave

Comp Time

Sick Time

Vacation

3) Emergency Paid Sick Leave – I have completed and attached the Emergency Paid Sick Leave form to this request

Emergency Family Medical Leave is paid at two-thirds of the employee's regular rate of pay. I request to use accrued leave to equal my regular rate of pay.

No Yes, please use: Comp Time Sick Time Vacation Time

Employee Signature: _____ Date: _____

Manager Signature: _____ Date: _____

Human Resources: _____ Date: _____

City Administrator: _____ Date: _____

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	April 20, 2020	
Name of Agenda Item:	Personnel Policy HR-01.01-Request for Advanced Sick Leave	
Section of Agenda:	Consent	
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: None
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Personnel Policy HR-01.01 – Request for Advanced Sick Leave Request for Advanced Sick Leave Form	
Summary Statement:	<p>HR-01.01- Request for Advanced Sick Leave allows for an employee to request advance of sick leave hours when there are no sick leave accruals available to them. The employee must acknowledge and agree that any sick leave advanced is considered a debt, and that beginning with the first pay period after the advancement is approved, the employee is required to repay the City of Lynden by applying future sick leave accruals each pay period.</p> <p>It is further agreed that if the employee should separate from service prior to the repayment of these advanced hours, the City of Lynden is authorized to recover this debt, through a deduction from final wages and/or any leave cash out owed at the time of separation.</p>	
Recommended Action:	Council to approve (by motion) Personnel Policy HR-01-01, Request for Advanced Sick Leave.	

CITY OF LYNDEN

ADMINISTRATION DEPARTMENT



HR-01.01 Request for Advanced Sick Leave Policy

PURPOSE: To establish procedures for Advanced Sick Leave Request due to emergency declaration or extenuating circumstances

ORGANIZATIONS AFFECTED: All department/divisions. Refer also to individual Department Standard Operating Procedures.

REFERENCES: City of Lynden Comprehensive Emergency Management Plan.

PROCEDURES:

- A. Regular full-time and part-time employees who have no accrued leave may request an advancement of sick leave to compensate for work hours missed that could normally be covered by sick leave. The sick leave advancement shall be applied hour for hour of work missed and shall be deducted from the employee's regular sick accrual until the hours advanced are repaid. If at separation sick leave hours advanced have not been repaid, the value will be deducted from the employee's final pay check.
- B. Employee will complete and return a Request for Advanced Sick Leave form to their Manager/Department Director for review and approval.
- C. The City Administrator will review and approve at their discretion the hours of sick leave advancement for individual employees. These requests must be approved by and submitted in writing to the City Administrator by the Department Director

Doc # HR-01.01	Title: Request for Advanced Sick Leave	
Revision#	Prepared By: Denise Bosman – HR Manager	Date Prepared: 03/20/2020
Effective Date:	Reviewed By:	Date Reviewed:
	Approved By:	Date Approved:

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	March 16, 2020	
Name of Agenda Item:	PRD Amendment 19-01 – RB Development (Parkview Apts)	
Section of Agenda:	Unfinished Business	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Planning Commission Package and Minutes of October 10, 2019, Staff memo re Conditions of Approval, City Council Remand Order, PC Package of February 27, 2020 (Hearing on Remand), Draft Minutes and Items added to the Record at the February 27 th Hearing of the Remand, Draft Resolution and Findings of the February 27, 2020 PC Hearing,		
Summary Statement:		
<p>December 2, 2019 City Council approved an Order of Remand which sent the proposed Planned Residential Development (PRD) Amendment 19-01, a revision to the RB Development PRD, back to the Planning Commission for review of an alternate proposal. The amendment seeks to utilize residential units originally planned for the PRD by modifying the perimeter setback associated with Parkview Apts, setting an increased height limitation, and removing outdoor storage requirements for the proposed units. If the amendment is permitted, the applicant proposes the construction of senior apartments which would complement the surrounding property uses.</p> <p>A revised application returned to a public hearing before the Planning Commission on February 27, 2020. The proposal reduced the building height from 45' to 41', reduced the proposed units from 50 to 41, proposed crosswalk improvements on Aaron Dr, and increased the setback from the street from 15' to 20'. At the hearing, concerns were raised as to the ability of the applicant to transfer this number of unused units of the PRD to this site. In 1994, when the PRD was created, it was possible to transfer unused density within the PRD. However, in 2006 the code on PRD's was revised to prohibit the transfer of units from one area to another.</p> <p>As a result, the Commission voted 4 to 2 to recommend approval of the PRD amendment but the recommendation was fundamentally conditioned on the ability of the applicant to transfer density within the PRD. Legal interpretation was requested from the office of Carmichael Clark. On March 12 the attached conclusive memo was received. It indicates that as the transfer of density was expressly permitted under the old code as well as the original contract, the developer maintains the right to transfer densities from one area of the PRD to another.</p> <p>If passed by Council, the approval will be considered preliminary until the applicant finalizes the associated development contract and CC&R's. Both documents must return to the Planning Commission and Council within 12 months. Staff will also return to Council with findings of fact and conclusion of law.</p>		
Recommended Action:		
Motion to preliminarily approve the amendment to the RB Development PRD, Application 19-01 as presented.		

CITY OF LYNDEN
FINDINGS OF FACT, CONCLUSIONS OF LAW, and ORDER

REGARDING the PROPOSED
AMENDMENT OF PRD #94-1 by
AARON DRIVE PROPERTIES, LLC

PRD Amendment #19-01
FINDINGS OF FACT, CONCLUSIONS
OF LAW, CONDITIONS and ORDER

Petitioner

I. SUMMARY OF DECISION

AARON DRIVE PROPERTIES, LLC (“Property Owner”) is owner of the premises known as:

LOT 4, RB DEVELOPMENT, DIV. NO. 1, A PLANNED RESIDENTIAL DEVELOPMENT, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 21, RECORDS OF WHATCOM COUNTY, WASHINGTON.

COMMONLY DESCRIBED AS: 801 Aaron Drive, Lynden, WA

(Hereafter “Property”).

Pacific Surveying and Engineering has filed an application on behalf of the Owner to amend PRD #94-01, RB Development and Heritage Park PRD (“PRD #94-01”). The amendment would allow for the construction of a senior housing complex in one area of the PRD, the Property, which is already improved with apartment buildings known as Parkview West Apartments. The amendments are specific to the Parkview West Apartments parcel and do not apply to other parcels within the PRD.

Said application having come before the City Council of the City of Lynden on December 2, 2019 and again on March 16, 2020, and the Council having fully and duly considered said application, hereby find as follows:

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

1.01 Application. Pacific Surveying and Engineering filed an application on behalf of Aaron Drive Properties, LLC which was accepted by the City as complete and containing all information required by LMC 17.19.010 July 31, 2019.

1.02 Location. The property is located on Aaron Drive east of its intersection with Bender Road.

1.03 Ownership. Aaron Drive Properties, LLC is the Property Owner.

1.04 Request. To amend PRD # 94-01, RB Development and Heritage Park PRD.

1.05 Reason for Request. To allow for the construction of a 41-unit age-restricted housing building on the Property.

1.06 Planning Commission Recommendation. An open record hearing was held before the Planning Commission on October 10, 2019, at the City Hall Annex located at 205 4th Street, Lynden, WA. The Lynden Planning Commission recommended denial of the rezone application in Resolution 19-04. On December 2, 2019, the Lynden City Council remanded the request back to the Planning Commission for further proceedings to allow the Commission to consider potential conditions of approval. On February 27, 2020, the Planning Commission held the remand hearing and recommended approval of the revised RB Development and Heritage Park PRD Amendment as outlined in Planning Commission Resolution #20-02.

1.07 SEPA Threshold Determination. PRD #94-01 was issued a Mitigated Determination of Non-Significance. This application is within the scope of the original determination.

1.08 Existing PRD Development.

Density. PRD #94-01 is presently developed with a total of 341 dwelling units. Of these, 85 are in the Christian Healthcare Center (based on 57 semi-private suites and 28 private suites per LMC 17.01.030), a skilled nursing facility, 109 are in Lynden Manor, an assisted care facility, 40 are in the Lynden Manor Townhome Condominiums, 64 are in the Heritage Park Estate Condominiums, and 45 are in the Parkview West Apartments. PRD #94-1 was originally allocated 437 dwelling units, leaving the potential for up to 96 additional dwelling units for future development.

Setbacks and Bulk. Other buildings in PRD #94-1 are set back 25 feet from the right of way.

1.09 Existing Development on the Property. The Property is improved with the Parkview West Apartments. The Parkview West Apartments are in two buildings, each two stories tall. There is a total of 45 units between the two buildings, which have one, two, or three bedrooms. The one-bedroom units are over 680 square feet; two and three bedroom units are larger. Aside from the apartment buildings, the Property is developed with covered and uncovered parking, storage lockers, and green spaces. The Parkview West Apartments are not age-restricted.

1.10 Proposed Project. The applicants proposed to amend PRD #94-1 to allow development of a 41-unit, 4-story, age-restricted senior housing apartment building. Units would be a combination of one bedroom and studio apartments. The building would be constructed on the Property between the existing apartment building and the street. Amenities would include a central elevator. The building would be set back from Aaron Drive only 20-feet, but the

applicant proposed to design the building with architectural articulations that are set further back and to install landscaping with small canopy trees, evergreens, shrubs, and low ground covers. Aside from the requested amendments to PRD #94-1, the applicants proposed to fully comply with the Lynden Municipal Code, including by providing the requisite amount of parking per 19.51.040 LMC as well as guest parking stalls.

1.11 Proposed Amendments. The applicants proposed the following amendments to PRD #94-1:

1. Reduce the front setback from 30 feet as currently required to 20-feet.
2. Increase the current permissible height from two stories to 41-feet.
3. Remove the cap on the number of residential units per building allowed on the Property.
4. Remove the requirement that each unit on the Property be provided with a 32-square-foot storage space. The applicant did not propose to eliminate existing storage, but cannot provide it for the 41 new units.
5. Reduce the open space requirement on the Parkview West parcel from 30% to 25%.

1.12 History of Amendments. A number of amendments have already been made to PRD #94-1. Some elements of PRD #94-1 that the applicants seek to amend now were previously amended:

1. The front setback was originally 45 feet. City records indicate that it was subsequently reduced to 30 feet.
2. The height of buildings on the Property was originally limited to 45 feet. On October 7, 1996, the City Council approved Amendments B1 and B2, but imposed the condition that the buildings be only two stories tall.
3. Originally, 152 units were assigned to be shared among Lots 3, 4 (the Property), and 5 and 6 of PRD #94-1. A note indicates that 32-44 units were anticipated per building, but it is unclear whether that was intended to be a hard cap. Later, also in its approval of Amendments B1 and B2, the City Council limited each building on the Property to 30 units, but did not change the allocation of the number of densities for the Property or PRD #94-1 as a whole.

1.13 Applicable Code Provisions. PRDs are governed by Ch. 19.29 LMC. LMC 19.29.120 lays out when a PRD may be amended and the procedure for amendment. This application meets the criteria in LMC 19.29.120(B). The process for amending it is in LMC 19.29.100, which is the same process for approving a new PRD. An application to amend a PRD must meet the minimum development standards in LMC 19.29.060(A) through (I) or one of the exceptions listed in LMC 19.29.060(J). In addition, it must meet the approval criteria in LMC 19.29.110, specifically at least two criteria in subsection (A) and both subsections (B) and (C).

1.14 Public Interest. The application results in additional infilling within the City consistent with the City's Comprehensive Plan and the Growth

Management Act. The public interest will be served by the approval of the application.

The foregoing Findings of Fact and Conclusions of Law are not labeled. Those sections which are most properly considered Findings of Fact are hereby designated as such. Those sections which are most properly considered Conclusions of Law are also designated as such. From the foregoing Findings of Fact and Conclusions of Law, the Council establishes the following decision.

IV DECISION

Petitioner's application to amend PRD #94-01, RB Development and Heritage Park Planned Residential Development described herein is approved as presented at the remand hearing and outlined in the attached Planning Commission Resolution #20-02 (Exhibit A). The amendment is also subject to the applicable conditions of the report by the Technical Review Committee issued September 17, 2019 (Exhibit B) and subject to the terms of a final development contract. This approval will be considered preliminary until the applicant finalizes the associated development contract and CC&R's. Both documents must return to the Planning Commission and Council within 12 months.

DATED: _____

Scott Korthuis
Mayor

CITY OF LYNDEN
PLANNING COMMISSION RESOLUTION 20-02

A resolution of recommendation for approval of the Planned Residential Development (PRD) Amendment #19-01 for RB Development, to the Lynden City Council.

WHEREAS, Pacific Surveying and Engineering, Inc, hereinafter called the "Proponent," submitted a complete application to the City of Lynden, hereinafter called the "City," for an amendment to the RB Development Planned Residential Development (PRD). The amendment would allow for the construction of a senior housing complex on the Property, which is already improved with multiple apartment buildings.

WHEREAS, the application was determined to be complete on July 31, 2019, and the notice of application was published in the Lynden Tribune on August 14, 2019; and

WHEREAS, the Proponents have provided the City with an affidavit of posting for the notice of application and public hearing in three locations near the subject property, and the receipts for the certified mailing of said notice to all property owners within three hundred feet of the subject property; and

WHEREAS, an open record hearing was held before the Planning Commission on October 10, 2019, at the City Hall Annex located at 205 4th Street, Lynden, WA. The Planning Commission recommended denial of the PRD Amendment application as outlined in PC Resolution 19-04.

WHEREAS, on December 2, 2019, the said application went before the Lynden City Council, and the Council having fully and duly considered the amendment application, the Planning Commission recommendation, and Staff conditions.

WHEREAS, Council found that since the Planning Director did not supply a recommendation to the Planning Commission at the October 10 meeting, the Commission could not have considered staff's conditions which were proposed to the Council. Council agreed that they would benefit from the Planning Commission's review of the Directors proposed conditions, as well as the Planning Commission's recommendation on whether or not such conditions should result in approval, prior to Council making a final decision on the application.

WHEREAS, on January 7, 2020, the Lynden City Council issued a Remand Order to the Planning Commission for further proceedings as attached.

WHEREAS, on February 12, 2020, the legal notice for the remand hearing was published in the Lynden Tribune and the proponent sent certified mailings of said notice to all property owners within three hundred feet of the subject property; and

WHEREAS, the Lynden Planning Commission held a public hearing on February 27, 2020, at the City of Lynden, City Hall Annex, 205 4th Street, Lynden, Washington, to accept public testimony on the proposed PRD Amendment request, and that meeting was duly recorded;

WHEREAS, the revised request now has a unit count of 41 units rather than 50. The maximum building height has been reduced to 41 feet rather than 45 feet. The

front setback has been increased to 20 feet rather than 15 feet. Pedestrian improvements along Aaron Drive have been suggested which could include enhanced crosswalks and traffic calming measures.

WHEREAS, the Lynden Planning Commission has reviewed the staff conditions as well as the revised request for the proposed PRD Amendment as required under LMC 19.29.060(J) where code requires that the project meet one or more of the five criteria listed there. And found that a majority of Planning Commissioners agreed the request satisfies the criteria listed below:

19.29.060 (J)(3): The modification of minimum standards is necessary to permit reasonable development as a result of unique characteristics of the property or the proposed uses; and

19.29.060 (J)(4): The modification of building height (subject to 19.29.060(2)) or building setbacks where reasonably necessary due to arrangement of buildings and open spaces as they relate to various uses within or adjacent to the planned development; provided that any such modification shall be consistent with subsection (A) herein;

WHEREAS, the Lynden Planning Commission has also reviewed the staff conditions and the design criteria under LMC 19.29.110 where code requires that the project meet two or more of the seven criteria. A majority of the Planning Commissioners found that if the proposed transfer of unused units from other areas of the PRD to the subject property is found to be legally permissible under LMC 19.29.120, the request satisfies the criteria as described below:

19.29.110(A)(2): Achieving the allowable density for the subject property; and

19.29.110(A)(3): Providing housing types that effectively serve the affordable housing needs of the community.

WHEREAS, the Planning Commission agreed that the motion was conditioned on a supportive legal interpretation of the transfer units within the PRD. So that if the transfer of units is determined to be prohibited, the request does not satisfy the criteria as described in LMC 19.29.110(A)(2) and should not continue as proposed.

NOW THEREFORE, BE IT RESOLVED by the Lynden Planning Commission to recommend approval by a vote of 4-2 of the request to amend the RB Development Planned Residential Development on the condition stated above.

PASSED by the Planning Commission of the City of Lynden, Whatcom County, at their meeting held the 27th day of February 2020.

~~Diane Veltkamp~~, Chairperson,
Lynden Planning Commission

TIM FABER, VICE CHAIR PERSON

Heidi Gudde, AICP
Planning Director

CITY OF LYNDEN



TECHNICAL REVIEW COMMITTEE Development Project Report

Date Issued:	September 17, 2019
Project Name:	PRD Amendment #19-01, RB Development / Heritage Park
Applicant:	Pacific Surveying and Engineering, Inc.
Property Owner:	Aaron Drive Properties
Site Address:	801 Aaron Drive, Lynden
Parcel Number:	400316-049520
Zoning Designation:	PRD
Application Type:	Planned Residential Development - Amendment
Parcel Size:	3.17 Acres
Hearing Type:	Quasi - Judicial
Hearing Objective:	The objective of this public hearing is to determine whether the proposed subdivision meets the requirements found within the development contract and the required findings listed within Section 17.09.040 and 19.29 of the Lynden Municipal Code.
Date application determined complete:	July 31, 2019
Date of Publication:	August 14, 2019
SEPA Determination:	N/A
Project Description:	The applicant is requesting to amend the RB Development / Heritage Park PRD to allow a building expansion that includes an age-restricted senior housing facility including 50 additional units in a 5-story apartment building. The proposed building is approximately 23,375 square feet excluding the exposed stair, elevator shaft and roof top deck.

Background

The RB Development PRD was originally approved in 1994. It encompassed 28.7 acres of property located between Badger Road and Aaron Drive and stretched from Bender Road to Line Road.

The development was planned to accommodate apartments, an assisted care facility (Lynden Manor), town home units, and 4-plex condominiums for a total of up to 437 units. Since its original approval in 1994 the PRD was amended a number of times. Amendments addressed a variety of issues including the inclusion of the Christian Healthcare Center rather than apartments, fencing, street construction, setback revisions, height limit revisions, and changes to the Conditions Covenants and Restrictions (CC&R's).

Application Summary

The pending amendment to the RB Development PRD seeks to establish a new front setback for the Parkview Apartments parcel, revise an existing storage requirement, and reestablish a previously approved height limitation of 45 feet.

Staff has determined that the application is technically complete but additional information is requested below so that the amendment requests and corresponding justifications are more clearly defined. In accordance with Chapter 17.15 LMC, the proposed action was reviewed for concurrency and should the conditions listed within this report be met, a finding of concurrency will be made in accordance with Section 17.15.060(C)(3).

Additionally, the application was reviewed against the applicable chapters of the LMC and the Engineering Design and Development Standards and generated the requested revisions and advisory comments found in the report.

Staff acknowledges that the RD Development PRD Amendment has addressed the following requirements according to the Lynden Municipal Code:

1. *Intent:* Planned Residential Development's (PRD's) provide opportunities to develop land with physical constraints while preserving the natural characteristics of the site and encourage infill within areas of the City which are characterized by existing development. The intent of the proposed amendment of the RB Development PRD appears consistent with the original RB Development PRD in that it does not exceed the original approved number of units and provides a service which appears consistent with adjacent uses. However, staff has concerns related to the points listed below. These are discussed in more detail later in the report.
 - a. The scale of the project. The number of new units proposed at this location is likely to have impacts to on-street parking and parking lots intended for Bender Park users.
 - b. The proposed building's physical relation to the streetscape. Specifically, having a 45 foot tall structure within 15 feet of the property line.
 - c. The proposed building's impacts to the existing site. This includes impacts to the existing residents and the site. Including, but not limited to

parking availability, garbage service, traffic interior to the site, and the literal shadow cast on the site and its recreational area.

2. Housing Types: The market study provided by the applicant states that occupancy in the existing Parkview Complex has been 100% for the last 5 years. And, that countywide the vacancy rate is less than 1% for standard housing, low-income subsidized housing, and for age-restricted senior housing. These numbers appeared to hold true of the 200 one bedroom and studio units studied within Lynden.
3. Onsite Parking Requirements: The applicant has indicated that they will meet parking standards as outlined per code. Chapter 19.51 of the LMC requires that 2 stalls per unit be provided for the first 25 units, 1.5 stalls for units over 25, and 1 stall for each of the age restricted units. The total stall count is 130. Be advised, minimum standard parking stalls dimensions are 9' wide by 21' deep and compact spaces are 8.5' wide by 18' deep. Two feet of the length (vehicle overhang) may extend into landscape or sidewalk areas but at no time may sidewalk width be compromised to less than 5 feet clear. Wheel stops may be required to prevent sidewalk encroachment.
4. Site Specific Amendments - Storage Requirement: The original Development Agreement for the RB Development PRD required that 32 square feet of storage space be provided for each apartment unit. This is not a requirement of the LMC. The applicant is requesting that the storage space requirement not placed on the proposed units. Code typically does not place specific outside storage requirements on proposed development.

Specific Project Comments from the Technical Review Committee:

Planning and Development

5. Parkview Ownership: Please provide information related to the composition of Aaron Drive Properties LLC and the signing authority of the applicant for that LLC.
6. Application Materials: Please provide a digital copy of the original application package with accurate page numbers. Currently all of the pages of the application are labeled as "Page 2".
7. Response Required: Staff will provide the applicant with a digital copy of this report. Please provide responses to each of the staff comments. Note that the applicants response may generate additional requests for information.
8. PRD Document: As discussed at a recent meeting with the agents for the applicant, staff recommends the applicant provide a complete revised PRD document which maintains relevant sections of the original document and adds

sections relevant to how the PRD was actually constructed as well as the proposed development standards specific to the Parkview Apartments.

9. CC & R's: Per LMC 19.29.130 the PRD shall have a homeowners association and enforceable covenant to fund and effectively collect fund for such and organization. Associated agreements and covenants shall apply to all the property with the PRD, shall be recorded and shall run with land. Note that covenants for the PRD may impose more restrictive conditions on the property but not less restrictive than City of Lynden development code. Be advised, enforcement of neighborhood covenant documents is the responsibility of the developer and/or neighborhood association.

Prior to final approval of the proposed PRD amendment, covenants, conditions, and restrictions (CC&R's) – both the existing document and any proposed amendment to the document – must be provided. Per LMC 19.29, amendments to the PRD's CC&R's require City Council review.

Initial staff review of the CC&R's indicate that at a minimum Sections 2.3, 2.4, 10.4, 12.12 and the signatures page will need to be updated. Alternatively, the applicant may choose to explore the option of providing copies of each division's CC&R's as applicable.

Be advised, the process by which the CC&R's will be updated and the stakeholders for the PRD's revised CC&R's should be carefully considered as this may require a significant effort on the applicant's part.

10. Development Maps / Exhibits: Staff understands that the amendments to the RB Development PRD are proposed to affect only tax parcel 400317-446116. The original PRD included this parcel, or a version of this parcel, as B1 - one of four parts of "Area B". Area B was originally intended to be developed as apartments however, various amendments to the PRD resulted in a revised build-out of these areas.

Please provide updated development maps / exhibits which document the original development plan and predicted unit counts for Areas A-F of the PRD. Additionally, also illustrate how the PRD was actually built out to date. Include revised lot lines, lot areas, housing types or property uses, and unit counts (or bed count for the skilled nursing facility).

11. Site Specific Standards Criteria – Perimeter Setback: The City's municipal code provides minimum standards for Planned Residential Developments. However, Planning Commission recommendation and City Council approval can be sought in areas where the applicant seeks to depart from the minimum standards (LMC 19.29.060(10)).

The proposed PRD amendment seeks an alternate standard to the required perimeter setback of 25 feet. On the Parkview Apartments application this perimeter setback has been identified as the 'front setback' (the south property

line). The application proposes the perimeter setback be reduced to 15 feet rather than 25 feet as required by code. Please provide a written response to each of these criteria and/or reference relevant sections of the application to support the request.

- a. The modification of minimum standards protects or improves the character of the surrounding neighborhood in terms of architectural scale, view corridors, the aesthetic character or provision of services;
- b. The modification of minimum development standards protects critical areas and the environmental quality of the parcel(s) to be developed;
- c. The modification of minimum standards is necessary to permit reasonable development as a result of unique characteristics of the property or the proposed uses;
- d. The modification of building height (subject to Section 19.29.060(2)) or building setbacks where reasonably necessary due to arrangement of buildings and open spaces as they relate to various uses within or adjacent to the planned development; provided that any such modification shall be consistent with subsection (a) herein;
- e. The modification of minimum standards is adequately mitigated by reasonably related public improvements proposed in connection with the planned development.

12. **Building Height:** Per LMC 19.29.060(2) the maximum height of structures within a PRD, where the underlying zoning is multi-family, is 45 feet. The original 1994 RB Development PRD development agreement reflected this height limitation of 45 feet. However, a subsequent amendment, which reduced internal setbacks, was approved with the condition that apartment building heights be kept to 2 stories. The pending proposal, that the height limitation of 45 feet be reestablished, generates concerns when considered in the context of the existing site. Please respond in writing to concerns and questions related to the proposed height amendment, specifically:

- The height of the project and its physical relation to the streetscape create a relatively imposing structure so close to Aaron Drive and especially the pedestrians using these public sidewalks. How will this be mitigated?
- Discuss how the existing apartment buildings will relate to the proposed structure. For example, what is the architecture of the north elevation? Will the existing apartment units have access to the new structure? Will tenants be displaced temporarily or permanently due to the proposed addition?
- Indicate how the property owner will manage parking to ensure that vehicles related to Parkview will not negatively impact surrounding properties. Staff has concerns that overflow residential parking could

negatively impact the parking lot of Bender Park, on street parking opportunities, and other off-site parking lots.

- 13. Loading Area: Staff cannot support the proximity of the building to the street and its associated parking unless accommodations are made for loading and drop-off. If the PRD amendment is approved, a pull-off for a designated loading area at the entrance to the building to be used by delivery vehicles, resident drop-off / pick-up, and emergency response vehicles will be required as part of the building design. Coordination with the Public Works Department for the design and layout will be required. Public sidewalks may be altered but an access, a minimum of 5 feet wide and fully ADA accessible, must be maintained along Aaron Drive. This may require a public access easement on the Parkview Apartments parcel.
- 14. Amenities and Open Space: Open space standards have been discussed generally in the application. Please provide information regarding potential improvements and amenities to the existing green space which will serve the senior tenants of the proposed building.
- 15. Lot Coverage: The PRD was initially approved with an open space requirement (pervious areas) of 40% or greater. This was not to include the parcel dedicated to the City of Lynden. A subsequent amendment appears to reduce the required open space requirement to 30% while decreasing the maximum building height to 2 stories. Provide the revised lot coverage (impervious area) of the Parkview parcel which include the proposed building and parking lot additions.
- 16. PRD Area Break-down: Whatcom County and the City of Lynden have been mandated to participate in an annual report provided to the State which tracks achieved housing density. In an effort to track accurate data for this program all PRD's will be required to provide supporting data. Please provide on the face of the development maps a table which breaks down the total area of the PRD into the categories shown below. Note that in some instances the area may be zero and that "other infrastructure" could refer to area used for sewer pump station, stormwater ponds, etc.

	PRD Area (in square feet)
Gross PRD area	
Reserve tracts (open space dedications)	
Critical areas including buffers	
Public Right of ways (ROWs)	

Other infrastructure	
Net developable	
Percent ROW and Infrastructure	%

Public Works

- 17. Public Improvements: All public improvements must be constructed to the current standards as noted in the City of Lynden Manual for Engineering Design and Development Standards or an equivalent approved through the Planned Residential Development process. A plan review deposit of \$2000 or 2% of civil construction costs is required prior to any civil plan review. Any work within public right of way or involving exiting public facilities shall have a bond in place at 150% of construction costs. A maintenance bond of 10% of the certified construction costs is required for all public facilities.

- 18. Transportation Study: The traffic study provided with the application speaks to the number of added trips but does not discuss level of service (LOS). Address the effects of this proposal on the LOS on Aaron Drive and the intersection of Aaron and Bender Road. No accesses to East Badger Road (SR-546) are allowed.

- 19. Stormwater
 - a. A stormwater management plan prepared by a professional engineer will be required for this development and must be approved by the City of Lynden prior to approval of construction plans. An erosion control plan must be included in the drainage plan and construction plans as necessary.

 - b. All plans must be designed and constructed in compliance with the Department of Ecology’s Best Management Practices and the standards approved in the Manual for Engineering Design and Development Standards.

 - c. Stormwater from public streets may be infiltrated within the dedicated right-of-way, or within a separate dedicated tract, but may not be within the street prism. Infiltration areas and street trees should have adequate separation to insure the proper functioning of the drainage system and survival of the tree.

 - d. A Construction National Pollutant Discharge Elimination System (NPDES) permit may be needed.

- e. All private storm systems shall be inspected yearly per approved Operation and Maintenance plans. Inspection shall be submitted to the City for review and acceptance.
- f. The storm drainage report will need to include all existing and proposed properties that utilize common drainage facilities.
- g. Site indicated to be within ¼ mile of Fishtrap Creek and will require additional stormwater requirements.

20. Water

- a. As per 6.2 (M) of the City of Lynden Project Manual for Engineering Design and Development Standards.
- b. A 20-foot utility easement is required for all public utilities.
- c. Water meters and fire lines shall have appropriate backflow prevention installed that meets the Department of Health and City of Lynden standards.
- d. A booster pump station may be needed depending on fire system requirements.
- e. Fire hydrants are to be placed a maximum of 300 feet apart (clear distance).
- f. The proposed building will impact existing hydrant placement(s).
- g. The proposed project will impact water service to existing building.

21. Sanitary Sewer

- a. Sanitary sewer and water system design and construction must meet the requirements of the City of Lynden Engineering Design and Development Standards.
- b. Existing sewer pump station and force-main that the site discharges to may not adversely impact the existing system. This must be reviewed and confirmed.
- c. The proposed sewer connection shall be tied into existing manhole.
- d. The proposed trash compactor shall be covered. Drainage from the covered compactor area shall discharge to sewer after first going through an approved oil-water separator.

Fire and Life Safety

1. Impact Fees: Fire impact fees will be due at the time of building permit. The current fee is \$389 per unit.
2. Access: Revise site layout to provide a designated loading (“no parking”) area at the entrance to the building to be used by emergency response vehicles. Coordinate with the Public Works Department for the design and applicable standards.
3. Elevator Requirements: Be advised, per the International Building Code the elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher of 24 inches by 84 inches with not less than 5-inch radius corners, in the horizontal, open position as well as the accompanying EMTs. Generally, this means an elevator that is 4 feet deep by 8 feet wide.
4. Fire Load: Be advised, the installation of an FDC within 50 feet of a hydrant is required. Total fire load will be assessed at the during the permit review process. Applicant must ensure coverage throughout the site. These requirements may result in the installation of an additional hydrant. Early analysis of the fire load is recommended.
5. Fire Suppression: Be advised, a fire suppression system will be required throughout the proposed building.
6. Structural Review Required: Be advised that the weight load for the top of building must be able to support emergency responders and equipment if necessary. Load ratings for all roof top equipment will be required at the time of building permit.

Parks and Recreation

7. Park Impact Fees: Park impact fees will be due at the time of building permit. The current rate is \$546 per senior residential unit.

Advisory Requirements

8. Design Review Board: Be advised, approval of the City’s Design Review Board is required prior to issuance of the building permit. The DRB review focuses on specifics of building architecture, exterior lighting, the screening of service areas and roof-top equipment, site circulation, and the landscape plan.
9. Architectural Standards Committee: Section 5 of the current CC&R’s indicate that approval from the developments Architectural Standards Committee is required. Applicant will be required to provide proof of Committee approval prior to review by the City’s Design Review Board.

10. Civil Drawings: The construction drawings for any civil and utility improvements must be submitted for review and approval prior to construction. These drawing must illustrate that the utility improvements and extensions meet the standards listed within the Project Manual for Engineering Design and Development Standards, unless they have been specifically varied by the approval of the plat. It is the project engineer's responsibility to be aware of these standards.
11. Transportation Impact Fee: Be advised, transportation impact fees will be due at the time of building permit. The current rate is \$570 per Senior Housing Unit.
12. Civil Review Deposit Required: Be advised, a review deposit of \$200 per lot, \$2,000 minimum, to review the construction plans and a plat / PRD construction inspection deposit of \$350 per lot, \$5,000 minimum, is due prior to review and construction respectively.
13. Maintenance Bonding Requirements: A post construction maintenance bond for public infrastructure in the amount of 10% of the construction costs will be required prior to final plat approval. Bond to be in place for 2 years from the date of project completion.
14. Landscape Bonding: Be advised, performance and maintenance bonding will be required for the plat. This relates to street trees and any required mitigation planting. Bonds are due prior to final plat approval. Performance bond shall be at 100% of installation costs and be in place through establishment period approval. Upon acceptance of establishment the maintenance bond shall be in place for 2 years at 10% of costs.
15. Surveying: All surveying work and engineering design must be based on the City of Lynden survey control monuments. AutoCAD files for all improvements must be provided to the City in digital format approved by the City. A copy of the City's control monuments is available to the project consultant for their use.
16. Document Recording: Petitioner shall record the final amended PRD Development Agreement with Whatcom County following City Council approval and provide a copy, with the auditor's file number, to Planning Staff.
17. Street Trees: Be advised, per Sec. 18.14.120, the developer will be required to provide street trees within the dedicated public utility easement adjacent to the street. Without blocking view triangles, there shall be a maximum spacing of fifty feet between trees. Maintenance of street trees shall be the responsibility of the adjoining property owner.
18. Property Addressing: Be advised, all street addressing must follow the requirements of the Lynden Municipal Code.

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	April 20, 2020	
Name of Agenda Item:	Water/Wastewater Agency Response Network (WAWARN)	
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:		
WAWARN Agreement		
Summary Statement:		
<p>The Water/Wastewater Agency Response Network allows water and wastewater systems to receive rapid mutual aid and assistance from other systems in an emergency. Utilities that enter into an agreement with WAWARN have the capability of sharing resources with any other system in Washington State that has also signed the agreement. WAWARN provides its members with emergency planning, response and recovery information before, during and after an emergency. As the nationwide WARN system expands, it will become easier to provide mutual aid to other states as needed. To get assistance, the WAWARN member needing help identifies the resources needed and can either directly contact another WAWARN member or use a state specific process of aid. Emergency requests can include equipment (pumps, generators, chlorinators, evacuators, etc.) or personnel (i.e. treatment plant operators).</p> <p>The WAWARN network includes 166 agencies from Washington State, including two in Whatcom County (Birch Bay Water and Sewer District and the City of Bellingham).</p> <p>Public Works staff is recommending that the City water and sewer utilities become a member of this organization to improved our resilience in case of an emergency.</p>		
Recommended Action:		
Approve the Water and Wastewater Agency Response Network (WAWARN) agreement and authorize the Mayor's signature.		

Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network (WARN)

As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

**ARTICLE I
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

**ARTICLE II
DEFINITIONS**

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

- 1. Request assistance;
- 2. Offer assistance;
- 3. Decline to offer assistance;
- 4. Decline to accept offers of assistance, and
- 5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

- 1. Requesting Member – A Member who requests aid or assistance under the Network.
- 2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member’s facility and ends when all of the resources return to the Responding Member’s facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III
ADMINISTRATION

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members’ administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

**ARTICLE IV
PROCEDURES**

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

**ARTICLE V
REQUESTS FOR ASSISTANCE**

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member’s governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials’ contact information.

B. Request for Assistance. In the event of an Emergency, a Member’s Authorized Official may request mutual aid and assistance from Members (“Request for Assistance”). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member’s Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member’s Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII

COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX
DISPUTES
NEGOTIATION

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator’s fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE X
DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI
WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII
NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII
EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV
WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

**ARTICLE XV
TERMINATION**

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

**ARTICLE XVI
AMENDMENT**

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

**ARTICLE XVII
SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XVIII
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

**ARTICLE XIX
GOVERNING LAW**

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

**ARTICLE XX
EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on this _____ day of _____ 201 .

Water/Wastewater Utility: _____

By: _____

By: _____

Title: _____

Title _____

Please Print Name

Please Print Name

Approved as to form

By: _____

Attorney for Member

Please Print Name

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	April 20, 2020	
Name of Agenda Item:	Ord 1605 – Tolling of the 120-day Local Project Review Timeline	
Section of Agenda:	New Business	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:	Ordinance 1605	
Summary Statement:	<p>Per Lynden Municipal Code 17.09.100 the final decision of the City on a development proposal shall be made within one hundred twenty days from the date of the letter of completeness.</p> <p>Due to recent prohibitions on public meetings and a municipality's ability to take action during the public emergency association with the novel coronavirus (COVID-19) and the Governor's "Stay Home, Stay Healthy" proclamation, certain applications which are in the review process may not reach a final decision within 120 days.</p> <p>Ordinance 1605 describes these conditions and, although staff will continue to review pending applications, suspends the requirement by which the City must make a final decision within a 120-day project review timeline.</p>	
Recommended Action:	<p>Motion to approve Ordinance 1605 suspending the City's requirement to reach a final decision on a 120-day project review timeline as described in LMC 17.09.100 due to the Public Health Emergency and the associated Governor's "Stay Home, Stay Healthy" proclamation, and authorize the Mayor's signature on the ordinance.</p>	

ORDINANCE NO. 1605

A ORDINANCE TOLLING THE 120-DAY LOCAL PROJECT REVIEW TIMELINE FOR THE DURATION OF THE COVID-19 EMERGENCY

WHEREAS, RCW 36.70B.080(1) requires local governments to establish timelines for review of project permit applications, and states that “The time periods for local government actions for each type of complete project permit application or project type should not exceed one hundred twenty days, unless the local government makes written findings that a specified amount of additional time is needed to process specific complete project permit applications or project types;” and

WHEREAS, Lynden Municipal Code (LMC) 17.09.100 implements RCW 36.70B.080 by requiring that “The final decision of the city on a development proposal shall be made within one hundred twenty days from the date of the letter of completeness,” with nine enumerated exceptions tolling the 120-day requirement; and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed a Proclamation declaring a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the state and directed that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented; and

WHEREAS, on March 10, 2020, the Whatcom County Executive, in coordination with the Whatcom County Health Board, declared a Whatcom county public health emergency to reduce the spread of COVID-19 in our community; and

WHEREAS, on March 16, 2020, the Mayor of City of Lynden declared that a civil emergency exists due to the outbreak of COVID-19, authorizing the utilization of emergency powers granted under RCW 38.52.070 and LMC 2.10.060; and

WHEREAS, on March 23, 2020, the Governor of the State of Washington issued Proclamation 20-25, a stay-at-home order applicable to the general public except employees engaged in essential activities, which do not include processing local project applications; and

WHEREAS, on March 25, 2020, the Governor of the State of Washington issued Proclamation 20-28, which requires that gathering subject to the Open Public Meetings Act convene telephonically and limits the agendas of such meetings and hearings to routine and necessary matters or matters related to COVID-19; and

WHEREAS, the Governor’s proclamations make reviewing some kinds of project applications and holding public hearings on land use projects impracticable or impossible, and

WHEREAS, extraordinary measures are required to protect public health, public safety, public welfare, public property, or the public peace within the City of Lynden, and all available resources must be committed to this event and those other limited activities deemed essential; and

WHEREAS, for the purposes of this Ordinance, meetings of the Design Review Board that include a public component are open record hearings; and

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

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

Section 1. Tolling of 120-day land use project review timeline in LMC 17.09.100.

Application of the 120-day project review timeline specified in LMC 17.09.100 is hereby suspended for all project applications filed before or after the date of this ordinance which require an open record hearing that has yet to be held. The operative effect of the suspension shall be tolling of the 120-day project review timeline for all project applications requiring an open record hearing, as described in Section 5.

Section 2. Staff to continue to work on land use projects.

During the effective period of this Ordinance, City staff shall continue to process project applications as able.

Section 3. Scheduled hearings and meetings to be rescheduled.

All open record hearings on project applications currently scheduled to occur before the expiration of the Governor’s “Stay Home, Stay Healthy” proclamation or any extension thereof, shall be rescheduled until dates after the expiration of said proclamation or its extension(s). This Ordinance shall constitute notice that any open record hearing scheduled before the expiration of said proclamation or its extension(s) are hereby cancelled, including:

- April 30, 2020 before the Planning Commission: Hearing on PRD 20-01/Rezone 20-01, the Lionsgate project
- May 5, 2020, before the Design Review Board: DRB Project 20-01, the Parkview West Senior Housing Expansion project

In the event the “Stay Home, Stay Healthy” proclamation is extended, open record hearings scheduled to occur before the expiration of the extension(s) shall be automatically cancelled. Staff may reschedule other open record hearings on land use projects as deemed prudent.

Staff shall send cancellation notices by US First-Class Mail to all members of the public at the address to which notice of the open record hearing was previously sent. When a new date has been chosen for an open record hearing, notice of the new date shall be made pursuant to LMC 17.07.030.

Section 4. Written finding.

To satisfy the requirements of RCW 36.70B.080(1), this Ordinance constitutes a written finding that additional time will be needed for all planning projects described above due to the COVID-19 emergency and Proclamations of the Governor related thereto.

Section 5. Timing and effect of tolling.

The tolling of the 120-day project review timeline under Section 1 of this Ordinance shall be retroactive to March 16, 2020, the date the Mayor declared COVID-19 to constitute a civil emergency in the City of Lynden. The period of tolling shall end and the project timeline will recommence running on the date that the Mayor issues a proclamation lifting the COVID-19 emergency.

Section 6. Severability.

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.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, ____ IN FAVOR ____
AGAINST, AND SIGNED BY THE MAYOR THIS ____ DAY OF _____, 2020.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	April 20, 2020	
Name of Agenda Item:	Parks Committee Minutes February 18, 2020	
Section of Agenda:	Other Business	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
Legal Review:	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	ES- Parks Committee Minutes February 18, 2020	
Summary Statement:	See Next Page	
Recommended Action:	For Council Review	



PARKS COMMITTEE MINUTES

February 18, 2020

1. **Roll Call:**

Members Present: Mayor Korthuis: Councilors, Ron DeValois, Nick Laninga, Mark Wohlrab

Staff Present: City Administrator Mike Martin; Parks Director Vern Meenderinck; and Parks Admin. Assistant Nancy Norris, Public Works Director Steve Banham

Monday February 17, 2020 Heusinkveld Barn Feasibility Study/ Pre Design review meeting

Attendees: Mayor Korthuis, Ron DeValois, Nick Laninga, Mike Martin, Vern Meenderinck, Nancy Norris, Bob Johnson, and Harvey Pelleboer

2. **Action Items:**

A. **Approval of minutes from Jan. 21, 2020**

DeValois motioned to approve the minutes, Laninga concurred. (Wohlrab was absent for this meeting).

Action:

The Parks Committee Minutes from January 21, 2020 were approved.

B. **Maintenance Supervisor Position**

Proposal to exchange 2 seasonal positions for a full time Maintenance Supervisor.

Had this position until 2005, when that person retired we did not replace the position. Will need a new job description and will need to add funding to make up the difference.

Action:

Parks Committee agreed to fund a Maintenance Supervisor position. Funding will come from the budgeted park overtime and cutting two (2) seasonal positions out of the six (6) seasonal positions that were budgeted for.

C. **POW Flags:**

Is this something we have to do? If so, which flag poles?

It was determined that a POW Flag will be added to the Flag pole at Centennial Park, Vern will speak with Veterans of Foreign War about getting a POW Flag.

D. **Bender Restrooms**

In the process of doing upgrades, toilets, sinks, counter tops, painting the walls and floors etc. Need direction on whether or not to replace the stall partitions. Cost for just two (2) stalls is approx. \$2,200 the women's side would need five (5).

Action:

Parks Committee install partitions

E. **Equipment Purchase**

Switch budget funding from purchasing a top dresser to replacing the large mower at Bender.

Action:

Parks Committee approved replacing the large mower, instead of purchasing a top dresser.



3. Information items:

A. **Tim Faber- Feasibility study for Benson barn**

After meeting with King Architects to figure out the scope of work, it was determined to focus on making the Barn useable first then develop the rest of the 40 acres into a park in phases.

B. **Benson Road land lease**

So far only one party has shown any interest. How do we want to move forward/length/how many acres etc. Parks committee is undecided on how many acres to lease and how long of a lease. Parks Committee would like to begin planting of trees on the west side of the property.

C. **Impact Fees:**

Vern is working with Heidi on figuring out the formulas to make it work.

D. **Berthusen Restrooms**

Public Works Director Steve Banham gave a time frame on the Berthusen restrooms, it now looks like late summer at the earliest. Arrangements have been made to have the bridge load rated as required this is another additional \$7,000-\$8,000 expense.

E. **Art wall report:** The Contractor will donate the construction and engineering of this wall, Once the plans are drawn, they will need approval from Parks Committee.

4. **Items added: None**

Meeting Adjourned at 4:47pm.

Next meeting: Monday, March 16, 2020

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	April 20, 2020	
Name of Agenda Item:	Public Safety Draft Minutes- March 12, 2020	
Section of Agenda:	Other 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 type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Public Safety Draft Minutes- March 12, 2020	
Summary Statement:	Public Safety Draft Minutes- March 12, 2020 attached for review.	
Recommended Action:	For Council review.	

CITY OF LYNDEN



POLICE DEPARTMENT
Steve Taylor, Police Chief
(360) 354 - 2828

PUBLIC SAFETY COMMITTEE MEETING MINUTES

4:00 p.m. March 12, 2020
Police Department Training Room

COMMITTEE

1. ROLL CALL

Members present: Mayor Korthuis and Councilors Brent Lenssen, Gerald Kuiken and Mark Wohlrab (telephonic)

Staff present: City Administrator Mike Martin, Chief Mark Billmire, Chief Steve Taylor, Assistant Chief Tom Hatley, Support Services Manager Holly Vega

2. ACTION ITEMS: None

3. INFORMATION ITEMS:

A. COVID-19 update

The County Executive made an emergency declaration after the first case of COVID-19 was confirmed in Whatcom County. Chief Billmire has been tasked with sharing updated information to City employees, community leaders, schools, churches and long term care facilities. Three reliable sources of information and recommendations are *Whatcom County Health Department*, *WA State Health Department* and *Centers for Disease Control*.

Lynden Fire Department has responded on a few cases thus far, using protocols in place and call screening at dispatch to communicate and take appropriate protective precautions for first responders.

B. Lynden WATCH update

The Lynden WATCH page had 121,000 views in February and a 13% increase in followers. Posts included weather related updates on the flooding and road closures. A Twitter account was recently added, and window stickers have been ordered. Future meetings are tentatively scheduled to discuss expanding Lynden WATCH to Lynden businesses.

FIRE DEPARTMENT

1. INFORMATION ITEMS:

A. Monthly report

Chief Billmire presented the monthly report for February. Fire Marshall Baar was recognized for his extended service, and official hand off to Assistant Chief Hatley.

B. Certified new-hire list

Qualifying applicants were screened and reviewed; 20 of which were selected for oral board interviews. The top 7 moved on to Chief's interviews and ranked accordingly on the eligibility list certified by the civil service commission. Offers have been made to the top 2 candidates on the list.

C. Station renovation update – RFQ

The RFQ period has ended with 2 submittal packets received. After initial review with Public Works, Chief Billmire notes his recommendation of King Architecture, which also did the initial cost estimate.

D. 2019 Annual report

Chief Billmire overviewed the 2019 annual report. Emergency responses were just shy of 1,900 calls; a 9% increase from the previous year and 43% increase from 2008.

2. ITEMS ADDED:

- A. Assistant Chief Hatley gave an update on efforts to improve the training program and opportunities to work with other agencies, as well as engaging the volunteers more. He also applied for and received a 50% matching grant from Dept of Natural Resources that will be used to purchase wildland gear and other personal protection equipment.

POLICE DEPARTMENT

1. INFORMATION ITEMS:

A. Monthly report

Chief Taylor overviewed the monthly report for February. A suspect has been identified and linked to several burglaries from a fingerprint recovered at the scene. Officer Mack Brown was sworn in on February 3rd and is doing great.

Chief Taylor also provided an update on the implementation of the LEMAP recommendations. He and the lieutenants have been working closely with Lexipol on updating essential policies, focusing first on those that carry high potential for liability, such as use of force. Another recommendation was to *bolster the training records system*. A new cloud-based training records management software has been purchased, which will allow all the training records to be recorded and managed more efficiently. Equipment was also addressed in the LEMAP review, and with the Mayor's approval, 6 vehicles have been ordered, 2 of which should arrive in March-April.

Meeting adjourned 5:00pm

Next Meeting Date: April 1, 2020 (Wednesday)

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	April 20, 2020	
Name of Agenda Item:	Parks Committee Draft Minutes March 16, 2020	
Section of Agenda:	Other Business	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
ES- Parks Committee Draft Minutes March 16, 2020		
Summary Statement:		
See Next Page		
Recommended Action:		
For Council Review		



PARKS DEPARTMENT
 Vern Meenderinck, Parks Director
 (360) 354 - 6717

PARKS COMMITTEE MINUTES March 16, 2020

1. Roll Call:

Members Present: Mayor Scott Korthuis; Councilors, Ron DeValois, and Mark Wohlrab

Members Absent: Nick Laninga

Staff Present: City Administrator Mike Martin; Parks Director Vern Meenderinck; and Park Admin. Assistant Nancy Norris

2. Action Items:

A. **Approval of minutes from Feb. 18, 2020 Approved**

DeValois motioned to approve the minutes, Wohlrab concurred.

Action:

The Parks Committee Minutes from February 18, 2020 were approved.

B. **Maintenance Supervisor Position**

Request to reinstate the position for a Maintenance Supervisor. This position was left vacant in 2007. The acreage of park property has doubled in size and not enough staff to keep up with the growth.

Action:

After reviewing the draft copy of job of the description Parks Committee agreed to reinstate the position of the Maintenance Supervisor and will recommend for council approval.

C. **Benson Land lease**

There has been one (1) bid received-from Edaleen Dairy at \$215 an acre for a 5-year lease.

Will be removing the west 150ft of the property from the lease so we can begin planting trees. (That will amount to approx. 4.5 acres of the 33 acres available)

Action:

Parks Committee agreed to lease 28acres to Edaleen Dairy.

D. **Benson Road house lease**

Current renter will be moving at the beginning of April, 2020.

Sent email to city employees first to see if anyone is interested

If no city employee is interested, how do we want to proceed and what should we be charging for rent (realizing that the renters must also pay lease hold excise tax.

Currently there is a City Employee who is interested in renting the house. The employee would like to take a look inside the house before making a decision.

Action:

Parks Committee recommends advertising the house to the public, if no City employee chooses not to rent the house.

CITY OF LYNDEN



PARKS DEPARTMENT

Vern Meenderinck, Parks Director
(360) 354 - 6717

3. Information items:

A. **Tim Faber- Feasibility study for Benson barn**

Have initial drawings of the barn that they will use in their assessment; that has been delayed for 4-6 weeks.

B. **Pump track update**

In the process of fund raising; but taking longer than anticipated.

C. **Combination Meeting**

Reminder of the combination meeting with the School District, Rec. District and council scheduled for Mar 23 at 7:00PM. **Has been Canceled due to Covid-19**

D. **Rec. District**

The Rec District has agreed to meet with the Parks committee for the next few months. Requested setting Parks meetings a little later, and switching meetings between Parks meetings and Rec. meetings.

Next combo meeting will be April 20 at 5:00 PM rather than 4:00

E. **Rotary project update:**

Hope to start work again in April (weather permitting)

Have continued fund raising to make up for the shortage

Making progress and have raised almost ½ of the amount needed to finish the project

F. **Art wall progress?**

No update at this time.

4. Items added:

A. **Antique Tractor Club**

The Tractor Club has asked if the City could or would facilitate/coordinate events on the showgrounds. Possible proposal might be coming.

B. **Berthusen House**

No further word from the water association. The Tractor Club is willing to share their waterline with the Berthusen House.

C. **Park Security**

The cameras have been installed, the lights have not been installed yet.

D. **Glennig Property**

Harlan Kredit is pretty optimistic the promotional committee will be able to raise the remaining funds.

E. **Dickenson Park**

DOE Money, Parking, Playground

Condo's across from Dickenson property question their property line, the City Attorney is reviewing, the Condo's Association legal letter.

Meeting Adjourned 4:43pm.

**Next meeting: Monday, April 20, 2020 at 5:00PM (Note time change !!)
Combo meeting with the Rec. District**

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	April 20, 2020	
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 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:	Outlook Calendar	
Summary Statement:	See next page.	
Recommended Action:	None	

April 20, 2020

Monday

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7:00 PM - 9:00 PM

Council Meetings -- Annex Council Chamber

April 21, 2020

Tuesday

9:00 AM - 11:00 AM

Copy: Small Cities Meeting -- City Hall 1st Floor Large Conference Room

April 22, 2020

Wednesday

9:00 AM - 10:00 AM

EVALUATION -- Mike's Office

Good Morning:

Mike would like to conduct your annual evaluation on this date in place of the usually scheduled 1 on 1 meeting. Please Pam know if this doesn't work for your schedule. Thanks.

April 23, 2020

Thursday

11:00 AM - 12:00 PM

Check In Heidi/Mike -- Mike's Office

Request from Heidi

April 24, 2020

Friday

10:00 AM - 11:00 AM

EVALUATION -- Mike's Office

Good Morning:

Mike would like to conduct your annual evaluation on this date in place of the usually scheduled 1 on 1 meeting. Please Pam know if this doesn't work for your schedule. Thanks.

April 27, 2020

Monday

9:00 AM - 10:00 AM

Mike/Vern 1/1 -- Mike's Office

April 28, 2020

Tuesday

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8:30 AM - 9:30 AM

Leadership Team Meeting -- City Hall 1st Floor Large Conference Room

April 29, 2020

Wednesday

All Day

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

April 30, 2020

Thursday

7:30 PM - 9:30 PM

Planning Commission Meeting -- Annex Council Chamber
Lions Gate Rezone and MPRD Concept.

May 1, 2020

Friday

8:30 AM - 9:30 AM

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

May 4, 2020

Monday

7:00 PM - 9:00 PM

Council Meeting -- Annex Council Chamber