

CITY OF LYNDEN



Mayor
Scott Korthuis

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

Online (Microsoft Teams) City Council - Regular Meeting
City Hall - 300 Fourth Street
June 07, 2021

Members of the public may join the city council meeting telephonically by dialing 1-253-948-9362. You will then be prompted to enter the Conference ID **610 563 237#** . It is necessary to enter the # symbol after entering the numerals.

To join the city council meeting via computer please contact the city clerk at 360-255-7085 before 5 p.m. the day of the council meeting and provide an email address for a meeting invitation to be emailed to you.

If you would like to speak before council, please contact the city clerk prior to 12:00 noon on Thursday prior to the council meeting to be added to the scheduled section of the agenda. The time allotted to speak is up to 4 minutes. You can speak to any topic that is not on that night's agenda.

Unscheduled public comments will not be taken at council meeting until further notice.

Call to Order

Pledge of Allegiance-None

Roll Call

Oath of Office-None

Approval of Minutes

1. Draft Council Minutes- Regular Meeting

Items from the Audience

Scheduled-None

Unscheduled (20 Minutes)

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

Consent Agenda

- [2.](#) Approval of Payroll and Claims
- [3.](#) First Amendment to Forge Fitness Lease
- [4.](#) Mural Building Airspace Encroachment Easement Agreement
- [5.](#) Professional Service Agreement with SCJ Alliance
- [6.](#) Interlocal Agreement and Easement – Whatcom County Flood Control District
- [7.](#) Resolution No. 1039- Establishing Sliding Fee Schedule for Lynden Friendship Diversion Services Agreement

Public Hearing

- [8.](#) Amending LMC Titles 16 and 19 regarding SEPA thresholds and minimum density

Unfinished Business-None**New Business-None****Other Business**

- [9.](#) Public Works Committee Meeting Minutes May 05, 2021
- [10.](#) Draft-Community Development Committee Minutes of 5-19-21
- [11.](#) Calendar

Executive Session**Adjournment**

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EXECUTIVE SUMMARY



Meeting Date:	June 7, 2021	
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 type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes- Regular Meeting	
Summary Statement:	Draft Council Minutes- Regular Meeting	
Recommended Action:	For Council review.	

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CITY COUNCIL MINUTES OF REGULAR MEETING



May 17, 2021

1. CALL TO ORDER

Mayor Korthuis called to order the May 17, 2021 regular session of the Lynden City Council at 7:00 p.m., held through an online web-based meeting platform (Microsoft Teams).

ROLL CALL - None

Members present: Mayor Scott Korthuis and Councilors, Gary Bode, Ron De Valois, Jerry Kuiken, Brent Lenssen, Nick Laninga, Kyle Strengtholt, and Mark Wohlrab.

Members absent: None

Staff present: Finance Director Anthony Burrows, Fire Chief Mark Billmire, Parks Director Vern Meenderinck, Planning Director Heidi Gudde, Police Chief Steve Taylor, Public Works Director Steve Banham, City Clerk Pam Brown, City Administrator Mike Martin, and City Attorney Bob Carmichael.

OATH OF OFFICE- None

APPROVAL OF MINUTES

Councilor Kuiken moved and Councilor Strengtholt seconded to approve the May 3, 2021 regular council minutes as presented. Motion approved on a 7-0 vote.

ITEMS FROM THE AUDIENCE

Scheduled- Legislative Delegates

Lobbyist Briahna Murray, Gordon Thomas Honeywell Governmental Affairs

Provided council and the participants of the online meeting an update to the recently concluded legislative session. Democrats held the majority in both the House and Senate. One thousand bills were introduced and considered, 334 of which passed into law.

Significant policy changes were made, a few of which included a capitals gains tax, low carbon fuel standard, a cap and invest program, a working families tax credit and some other big policy issues. An issue that was not tackled was a transportation revenue package.

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CITY COUNCIL MINUTES OF REGULAR MEETING



An item specific to the city of Lynden was the allocation of \$200,000 in the capital budget for this project. The city is committed to delivering the project and must align the project with the fish window.

The second item highlighted is the Bradley Road Corridor, a \$3 million-dollar multi-modal project that would link the middle school and the high school. Approximately \$430 thousand dollars was included for the project. Although this amount fell short of the amount needed for the project the allotment signed the legislatures willingness to contribute financially to the project.

Ms. Murray cited an example of the how the legislative delegates looked out for the Lynden community and thanked them for their work.

Senator Doug Ericksen did not attend the council meeting.

Representative Sharon Shewmake spoke to the following items:

- **Emergency cash and rental relief for families and local businesses.**
- **Housing, foreclosures, and evictions assistance.**
- **Building more broadband.**
- **Work on childcare assistance.**
- **Transportation projects and packages that include safety concerns.**

Representative Alicia Rule spoke to the following items:

- **Grants, funding, and tax cut assistance for small business owners.**
- **Assistance on the Main Street program that focuses on economic development and self-sufficiency.**
- **Funding for a staff person working the Main Street program.**

Unscheduled - None

2. CONSENT AGENDA

Payroll information is unavailable at this time because of the finance department's transition to a new payroll system (Caselle). It is anticipated that payroll information will be included with the June 21, 2021 minutes.

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CITY COUNCIL
MINUTES OF REGULAR MEETING



Approval of Claims – May 19, 2021

Manual Warrants No.	=	through	=		\$0.00
EFT Payment Pre-Pays					\$3,238.56
				Sub Total Pre-Pays	\$3,238.56
Voucher Warrants No.	<u>21963</u>	through	<u>21981</u>		\$1,112,808.80
EFT Payments					<u>\$0.000</u>
				Sub Total	\$1,112,808.80
				Total Accts. Payable	\$1,116,047.36

Glenning Park Conservation Easement

The City of Lynden applied for funds from the county conservation future funds to help pay a portion of the cost for obtaining the Glenning Park property. The county agreed to the request and has drawn up a Conservation Easement to maintain the property in perpetuity as open space and requires that it be preserved, maintained, and protected as such in perpetuity.

The Parks committee reviewed the Easement at their meeting and recommended forwarding the easement to full council for approval.

Resolution No. 1037 – Net Increase in the Revolving Cash Fund

Currently the Lynden Public Works Department (LPWD) has a cash fund for the purpose of making change for citizen transactions. The LPWD has cash drawers assigned to it, each one assigned to an individual with the understanding that they are responsible for the funds as stated in the Resolution. Due to the operational need an increase in in the revolving cash fund limit is required. Resolution No. 1037 would increase the cash limit of the revolving Cash Fund from \$2,300 to \$2,600. The Finance Committee approved the recommended increase in their May 17, 2021 meeting and forwarded the Resolution to the full Council.

Appointment to Lynden Historical Preservation Commission- Kelsey Maloy

The Mayor has appointed a new member, Kelsey Maloy, to fill a vacancy on the Lynden Historic Preservation Commission. This appointment is being brought forward to the City Council meeting for confirmation. Kelsey will be filling the seat vacated by Mark Bratt, who resigned his term in 2020.

For those who may not be aware, the Lynden Historic Preservation Commission consists of five members. They are responsible for hearing and deciding on nominations to the Lynden

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CITY COUNCIL MINUTES OF REGULAR MEETING



Historic Places Register, as well as approving proposed alterations to those historic structures. Kelsey brings an academic background in archeology and museum organization. She is particularly interested in using history to connect people to the story of their place.

Councilor Laninga moved and Councilor De Valois seconded to approve the Consent Agenda. Motion approved on a 7-0 vote.

3. PUBLIC HEARING

Resolution No. 1036- Adopting a Six-Year Transportation Improvement Program (STIP) 2022-2027

By law, a public hearing must be held for City Council to consider comments regarding the City's Six Year Transportation Improvement Program (2022 to 2027). Included in the council packet are Lynden's proposed transportation improvement projects that will be submitted to the Whatcom Council of Governments and from there to the Washington State Department of Transportation (WSDOT) as part of their statewide program.

To be eligible for funding for these projects, every city and county must prepare a planned local list of projects which ultimately is forwarded to the WSDOT by July 31 of each year for inclusion in the State's Transportation Improvement Program (STIP) list.

The Public Works Committee reviewed the STIP projects at their April 7, 2021 meeting and recommended that City Council set a public hearing date of May 17, 2021 at 7:00 p.m. at the Lynden City Hall Annex, to hear comments on the City's Six-Year Transportation Improvement Program. After the hearing is closed, the Council may pass Resolution No. 1036 approving the program.

Mayor Korthuis opened the Public Hearing at 7:25 p.m.

There were no comments.

Mayor Korthuis closed the Public Hearing at 7:25 p.m.

Councilor Bode moved and Councilor De Valois seconded that City Council approve Resolution No. 1036 adopting the 2022-2027 Six Year Transportation Improvement Program for the City of Lynden and authorize the Mayor's signature on the resolution. Motion approved on a 7-0 vote.

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4. UNFINISHED BUSINESS- None

5. NEW BUSINESS

Finance Department – Approval of one additional Full-Time Employee

Increasing operational demands and work volume have shown the need for additional resources in some of the City's administrative offices. One of those areas is the Finance Department, as constantly increasing State and Federal regulatory and reporting requirements are pushing up against limited departmental resources.

These limitations have been recognized and discussed by the City Administrator and the Mayor. Both the City Administrator and Mayor have given their approval to the Finance Director for one additional entry level fulltime employee (FTE) in the Finance Department. The Finance Committee reviewed this request and has given their approval in their May 17, 2021 meeting and is forwarding the request to the full Council.

Councilor Strengholt moved and Councilor Kuiken seconded to approve the for one entry level FTE. Motion approved on a 7-0 vote.

Ordinance No. 1624 - Site Specific Rezone - O & S Farms

Site specific rezone application #20-05 was submitted by Ashley Gosal, on behalf of Fishtrap Creek LLC. The request would shift the property located at 8035 Guide Meridian from Commercial Services – Regional (CSR) to Commercial Services – Local (CSL). The most significant change in this shift is the ability of CSL properties to blend residential uses with commercial.

On March 15, 2021, the City Council remanded the Site-Specific Rezone application 20-05 to the Planning Commission after concerns regarding the January 28th hearing were raised by the applicant. Subsequently the Planning Commission held a second hearing on the item on April 22. The Planning Commission raised concerns related to the ability of the project to safely accommodate residential uses along a State highway however, the hearing concluded with a 4-0 recommendation to the City Council to approve the rezone request.

Staff's review concluded with a recommendation for approval noting a diminishing market demand for standalone commercial space of this scale; that the City code related to the definitions of the two commercial categories were revised since the property was originally zoned CSR; that the opportunity for a mixed-use project, afforded by the CSL zoning, would be an attractive sort of project to have at this gateway to Lynden; and that it would locate residential uses, if developed here, near services and provide transitional zoning to other low density

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residential properties on Bay Lyn Drive. Staff, like the Planning Commission, noted that pedestrian accommodations (frontage improvement on Bay Lyn Drive) would need to be incorporated into future designs and reviewed by the Design Review Board.

Councilor Lenssen moved and Councilor Kuiken seconded to recommend approval of Ordinance No. 1624 approving rezone application #20-05 as submitted by Fishtrap Creek, LLC, and authorize the mayor's signature on the document. Motion approved on a 7-0 vote.

Procedures for the Hearing Examiner Role

In March of this year the City Council adopted Ordinance No. 1615 which created a hearing examiner role for the City of Lynden. In Section 3 of this ordinance references the procedures of the office as Exhibit A however this Exhibit was missing from the Council package at the time of approval. To rectify this absence the procedures being brought forward at this time for Council approval.

Councilor Lenssen moved and Councilor Strengholt seconded to approve the procedures of the Office of the Hearing Examiner for the City of Lynden in accordance with Ordinance No. 1615. Motion approved on a 7-0 vote.

6. OTHER BUSINESS

Council Committee Updates

Councilor Wohlrab reporting for the Public Safety Committee stated discussion of the following:

- Audience members concerned about speeding in various areas of Lynden.
- Fire report: Calls are slightly up which included 31% of calls that were over-lapping.
- Fire AC position continues as a recruitment.
- Fire Station remodel continues. Because of the increase in lumber prices the city is asked to consider adjusting the contractor's bid amount.
- Contract negotiations for Fire will begin in June 2021.
- Police report for April seen an increase in disorderly conduct and transient contacts for numbers from last year.
- Friendship Diversion Services Agreement supported by Judge Lewis and Court Attorneys.
- COVID numbers are elevated.

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Councilor Strengholt reporting for Finance Committee stated discussion of the following:

- Review of OT.
- Discussion of payroll reports.
- Sales tax revenue at \$215,000 for April 2021.
- Finance FTE.
- Finance Director is seeking council input for monthly financial reports that will be generated through the Caselle program.
- Credit card payments can now be accepted through public works departments for permits and items like mulch for your yard.

Councilor De Valois reporting for the Parks Committee stated discussion of the following:

- Joint meeting with Parks & Rec District.
- Glenning Park conservation easement.
- Selected SJ Alliance for work on Benson Park design work.
- Berthusen Trail renovation is ongoing.
- Parks Updates for Benson Barn.
- Updates on Dickinson house.
- Request from Lynden Christian for city parkland to be used for playground use.

Mayor Korthuis reminded council members that a ribbon cutting for the Foxtail project is scheduled for Monday, May 24 at 11:00 a.m. and that they invited to attend.

7. EXECUTIVE SESSION

Council recessed into executive session at 7:50 p.m. to discuss a potential litigation issue. It was anticipated that the executive session would last approximately 10 minutes and that a decision would not be made.

The Council meeting reconvened at 8:00 p.m.

8. ADJOURNMENT

The May 17, 2021 regular session of the Lynden City Council adjourned at 8:00 p.m.

Pamela D. Brown, MMC
City Clerk

Scott Korthuis
Mayor

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EXECUTIVE SUMMARY



Meeting Date:	June 7, 2021	
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	

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EXECUTIVE SUMMARY – City Council



Meeting Date:	June 7, 2021	
Name of Agenda Item:	First Amendment to Forge Fitness Lease	
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:		
First Amendment to Forge Fitness Lease		
Summary Statement:		
<p>At their November 16th regular meeting the City Council authorized the signing of an agreement with Brian and Jeannie Davidson, owners of Forge Fitness, for a five-year lease of the former YMCA building at 100 Drayton Street. The original lease agreement included an initial \$150,000 reimbursement to the Davidsons for building improvements along with an annual cap of \$25,000 on other repair reimbursements. During the initial interior improvements, the condition of the exterior siding was identified as an additional major building repair that is critical for the viability of the building. After discussion, the Public Works Committee at their April 7th meeting recommended staff pursue working with the Davidsons to complete these exterior repairs. This attached amendment will increase the annual reimbursement amount from \$25,000 to \$250,000 keeping the requirement that the Davidsons must first receive approval from the City before proceeding with any repairs.</p>		
Recommended Action:		
That City Council approve the First Amendment to the Forge Fitness Lease to provide for exterior repairs to the building and to and authorize the Mayor’s signature on the Amendment.		

FIRST AMENDMENT TO RECREATIONAL FACILITY LEASE AGREEMENT

This First Amendment to Recreation Facility Lease Agreement (“First Amendment”) is entered this ____ day of _____, 2021, by and between the City of Lynden (“City” or “Lessor”), a Washington municipal corporation, and Davidson Fitness Inc. dba Forge Fitness Lynden, Inc. (“Lessee” or “Forge Fitness”), a corporation organized under the laws of the State of Washington, (individually “Party” and together “Parties”), for the purpose of amending that certain Recreational Facility Lease Agreement entered into between the Parties on November 18, 2020.

WHEREAS, the City and Forge Fitness entered into a Recreational Facility Lease Agreement for the old YMCA building and pool therein (“Building”) on November 18, 2020 (“Lease”); and

WHEREAS, the Parties mutually agree that the Building needs additional capital repairs and replacement of existing siding; and

WHEREAS, the current limitation in Section 6.2 of the Lease on reimbursement for capital expenditures is not sufficient for the required new siding on the Building; and

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

- 1. Section 6.2 of the Lease shall be replaced in its entirety with the following new Section 6.2:

6.2 Reimbursement for Renovation. Lessee intends to renovate the Building. Subject to Section 7 herein, Lessor shall reimburse Lessee for Lessee’s documented out-of-pocket expenditures for design, construction, labor, and materials in Building Renovations (“Capital Expenditures”). Once per calendar year, on or before January 1, 2021, and each January 1 thereafter for so long as this Lease or renewal hereof remains in effect, Lessor shall reimburse Lessee for documented out-of-pocket Capital Expenditures up to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000.00) per year.

- 2. All other terms of the Lease shall remain in full force and effect.

In Witness Whereof, the parties have executed this agreement on the ____ day of _____, 2021.

LESSOR (Mayor Scott Korthuis)

Date

LESSEE (Forge Fitness)

Date

Acknowledged by City Clerk:

CITY CLERK (Pamela Brown)

Date

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Scott Korthuis and Pamela Brown are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as Mayor and City Clerk of the CITY OF LYNDEN to be the free and voluntary act of such party for the uses and purposed 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 _____ and _____ are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as President of Forge Fitness to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

DATED: _____

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

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EXECUTIVE SUMMARY – City Council



Meeting Date:	June 7, 2021	
Name of Agenda Item:	Mural Building Airspace Encroachment Easement Agreement	
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:		
Mural Building Airspace Encroachment Easement Agreement		
Summary Statement:		
<p>The Mural Building at 606 Front Street has been remodeled and requires a second emergency access, per building code. The only feasible option is to exit to the west into the City’s 7th Street parking lot. The owner is proposing to construct a concrete walkway to Front Street for safe emergency egress. The first two parking spaces will be shortened to meet “compact” standards which will allow a five-foot walkway, meeting ADA standards. As consideration for this larger easement from the City, the owner will make an electric vehicle charging station available to the public.</p> <p>The Public Works Committee reviewed this amendment at their May 5, 2021 meeting and concurred to recommend approval.</p>		
Recommended Action:		
That City Council approve the Mural Building Airspace Encroachment Easement Agreement and authorize the Mayor’s signature on the agreement.		

RETURN TO:

ROBERT A. CARMICHAEL
CARMICHAEL CLARK, P.S.
P.O. BOX 5226
BELLINGHAM, WA 98227
PHONE: (360) 647-1500

DOCUMENT TITLE:

AMENDED AIRSPACE ENCROACHMENT EASEMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

AIRSPACE ENCROACHMENT EASEMENT: AF No. 2020-0302083
RESTRICTIVE COVENANT: AF No. 2019-0900678

GRANTOR:

CITY OF LYNDEN, a Washington municipal corporation

GRANTEE:

PORCH SWING PROPERTIES, LLC, a Washington limited liability company

ABBREVIATED LEGAL DESCRIPTION:

LOTS 1 & 2 & PTN LOT 3, BLOCK 9, SUPPLEMENTAL AND CORRECTED PLAT OF
LYNDEN

Full legal descriptions at pages 6-9 hereto

ASSESSOR'S TAX PARCEL NUMBER(S):

400320 202260 0000
400320 206263 0000

AMENDED AIRSPACE ENCROACHMENT EASEMENT AGREEMENT

THIS **AMENDED AIRSPACE ENCROACHMENT EASEMENT AGREEMENT** (“**Amended Agreement**”) is made and entered into this ____ day of _____, 20____, by and between the CITY OF LYNDEN, a Washington municipal corporation (hereinafter “Grantor” or “City”) and PORCH SWING PROPERTIES, LLC, a Washington limited liability company (hereinafter “Grantee”). Grantor and Grantee may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Grantor is the sole owner of real property within the City of Lynden legally described in **Exhibit A** hereto and fully incorporated herein by reference (hereinafter “Parking Lot” or “Burdened Property”); and

WHEREAS, Grantee is the sole owner of real property within the City of Lynden legally described in **Exhibit B** hereto and fully incorporated herein by reference (hereinafter “Mural Building”); and

WHEREAS, the Parties previously executed an Airspace Encroachment Easement Agreement (“Encroachment Agreement”), recorded under AF No. 2020-0302083, to facilitate Grantee’s development of the Mural Building; and

WHEREAS, the Parties intend that Encroachment Agreement and all of its terms shall be incorporated into this Amended Agreement, without the need to restate them; and

WHEREAS, Grantee’s plan for developing the Mural Building requires that a second means of emergency access to and from the building be established; and

WHEREAS, the layout and constraints of the immediate vicinity are such that obtaining access to Grantor’s Parking Lot, which is adjacent to the Mural Building, represents Grantee’s best option for establishing the required emergency access; and

WHEREAS, Grantee, for the purposes of securing the required emergency access, has requested from Grantor an easement permitting construction of an emergency exit landing extending into a portion of the Parking Lot (hereinafter “Encroachments”) as well as associated pedestrian emergency ingress/egress from the Mural Building; and

WHEREAS, Grantee also desires to from time to time use the requested easement for pedestrian ingress/egress between the Parking Lot and Mural Building at such times as the Parking Lot is functioning as an event space; and

WHEREAS, Grantor desires to grant and Grantee desires to receive the requested emergency access easement; and

WHEREAS, Grantor and Grantee intend that this Amended Agreement shall effectively amend the Encroachment Agreement in order to grant the requested easement; and

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

NOW, THEREFORE, in consideration of the promises and conditions herein, the Parties hereby agree as follows:

1. **Grant of Easement.** Grantor, for mutually accepted good and valuable consideration, hereby grants and conveys to Grantee a non-exclusive easement (hereinafter “Emergency Access Easement”) for the placement of Encroachments upon, and pedestrian ingress and egress over, a portion of the Parking Lot (hereinafter “Easement Area”) as legally described in **Exhibit C** and depicted in **Exhibit D**, both attached hereto and fully incorporated herein by reference. The Encroachments shall be limited to a landing, and associated required improvements for providing emergency pedestrian ingress and egress for the Mural Building.

2. **Purpose and Scope.**

2.1 **Primary Purpose & Scope.** The primary purpose of this Emergency Access Easement shall be for the purposes of allowing Grantee to place the Encroachments within the Easement Area and allowing the emergency pedestrian ingress and egress to and from the Easement Area. The Encroachments shall not be permitted to extend outside the Easement Area. However, Grantee may use the areas of the Parking Lot around the Easement Area to construct, operate, maintain, repair or replace the Encroachments, so long as such use is reasonable and does not interfere with Grantor’s use of the Parking Lot.

2.2 **Secondary Purpose & Scope.** The secondary purpose of this Emergency Access Easement shall be for the purposes of allowing pedestrian ingress and egress to and from the Easement Area at such times as the Parking Lot is functioning as an event space pursuant to a special event permit issued by City. Use of the Emergency Access Easement for this purpose shall be limited to events authorized by a City-approved event permit.

3. **Consideration.** As consideration for this Emergency Access Easement, Grantee shall compensate Grantor by installing, maintaining, and paying any annual fee required, at Grantee’s sole expense, a public electric vehicle charging facility within the Parking Lot.

4. **Costs.** Grantee shall pay any recording fees related to this Amended Agreement. Each Party shall be solely responsible for its own attorney’s fees related to the preparation of this Amended Agreement.

5. **Commencement of Easement.** This Amended Agreement and Emergency Access Easement shall commence upon the recording of this Amended Agreement with the Whatcom County Auditor.

6. **Binding on Successors & Run with the Land.** This Amended Agreement and all rights, restrictions, covenants, easements and obligations described in this Amended Agreement are perpetual and shall run with the land and are appurtenant to the Burdened Property and shall be binding on the heirs, successors and assigns of the Parties and on all persons or entities having or acquiring any right, title or interest in the Burdened

Property or any part thereof.

7. Compliance with Laws and Rules. Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time-to-time amended) of all applicable statutes, laws, orders, rules, and regulations of any public authority having jurisdiction.

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

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

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

11. Existing Easement and Encroachment Agreement Terms. Except as set forth herein, the remainder of the existing Encroachment Agreement shall remain in full force and effect and its terms, unless modified or contradicted herein, are hereby fully incorporated herein by reference and shall govern this Amended Agreement.

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

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

GRANTOR:

GRANTEE:

CITY OF LYNDEN

PORCH SWING PROPERTIES, LLC

By: Scott Korthuis
Its: Mayor

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 20____, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of **PORCH SWING PROPERTIES, LLC**, a Washington limited liability company, who acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said company.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 20____, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of the **CITY OF LYNDEN**, a Washington municipal corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

EXHIBIT A
Legal Description of Parking Lot (Burdened Property)

Parcel No. 400320 202260 0000

All of Lots 1 and 2, except, the Easterly 2 feet of Lot 2 thereof, Block 9, "Supplemental and Corrected Plat of Lynden," as per the plat thereof, recorded in Book 3 of Plats, Page 48, in the Auditor's Office of Whatcom County, Washington.

Situate in Whatcom County, Washington.

EXHIBIT B
Legal Description of Mural Building

Parcel No. 400320 206263 0000

The Northeasterly two feet of Lot 2 and the Southwesterly thirty feet of Lot 3, Block 9, "Supplemental and Corrected Plat of Lynden," according to the plat thereof, recorded in Volume 3 of Plats, Page 48, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

EXHIBIT C
DESCRIPTION OF EASEMENT AREA

AN EASEMENT OVER, UNDER AND ACROSS A PORTION OF LOT 2, BLOCK 9, SUPPLEMENTAL AND CORRECTED PLAT OF LYNDEN, AS PER THE PLAT THEREOF, RECORDED IN BOOK 3 OF PLATS, PAGE 48, IN THE AUDITOR'S OFFICE OF WHATCOM COUNTY WASHINGTON, SAID EASEMENT DESCRIBED AS FOLLOWS:

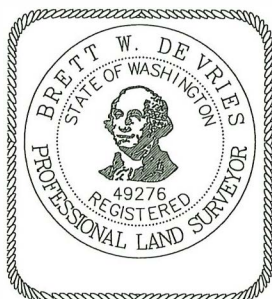
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 66°33'21" WEST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 2.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE THE FOLLOWING FIVE (5) COURSES:

1. CONTINUING SOUTH 66°33'21" WEST A DISTANCE OF 5.40 FEET;
2. NORTH 23°26'50" WEST A DISTANCE OF 40.00 FEET;
3. NORTH 21°33'10" EAST A DISTANCE OF 3.42 FEET;
4. NORTH 66°33'21" EAST A DISTANCE OF 2.98 FEET;
5. SOUTH 23°26'50" EAST A DISTANCE OF 42.42 FEET TO THE **TRUE POINT OF BEGINNING**.

AS DEPICTED ON EXHIBIT "D" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.



CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 7, 2021	
Name of Agenda Item:	Professional Service Agreement with SCJ Alliance	
Section of Agenda:	Consent	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Professional Service Agreement for Benson Park Master Plan		
Summary Statement:		
<p>Parks Staff requested proposals from 5 different agencies to give a proposal on developing a Master Plan for Benson Park</p> <p>Two companies responded with proposals.</p> <p>Parks Committee reviewed the proposals and selected SCJ Alliance as their preferred choice and recommended forwarding the Professional Services Agreement with SCJ Alliance to full council for approval.</p>		
Recommended Action:		
Motion to approve the Professional Services Agreement between the City of Lynden and SCJ Alliance and authorize the Mayors signature on the agreement.		

CITY OF LYNDEN

PROFESSIONAL SERVICES AGREEMENT

Benson Park Master Plan – P5201.010

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2021 (“Effective Date”), by and between the City of Lynden, a non-charter code city and municipal corporation (“City”), and Shea Carr & Jewell, Inc. d.b.a. SCJ Alliance, a Washington corporation, (“Consultant”). For the purposes of this Agreement, City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

1. **SCOPE OF WORK.** Subject to the terms and conditions set forth in this Agreement, and all exhibits attached and incorporated herein, Consultant agrees to perform the professional services set forth in **Exhibit “A”** (“Scope of Work”). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely provide the professional services set forth in the Scope of Work. The Consultant will make every attempt to complete the work within the estimated budget and time schedule as set forth in the Scope of Work. Should changes or additions to the Scope of Work require the Consultant to expend more time or incur more expenses than anticipated, the Consultant will notify the City, and upon concurrence by the City, an amendment to the Agreement will be prepared and executed as set forth in Section 5

2. **TERM.** This Agreement shall have a term of one year (“Term”), commencing on the Effective Date, and may be may extended by mutual written agreement of the Parties. Nothing in this section shall prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause as set forth in Section 3.

3. **TERMINATION.**

3.1 **Termination Without Cause.** Either Party may, at its sole discretion, terminate this Agreement by giving the other Party a 60-day written Notice of Termination. The City shall pay the Consultant for services rendered under the Scope of Work up to the date such written Notice of Termination is issued, and for such services provided in good faith thereafter up to the effective termination date; provided that, the City shall have the authority to require the Consultant to stop work at any time following issuance of the Notice of Termination by providing such additional written notice.

3.2 **Termination with Cause.** If the Consultant fails to perform the Scope of Services in the manner called for in this Agreement, or unreasonably delays, postpones, or abandons performance thereof, or if the Consultant fails to comply with any other provision of this Agreement and fails to correct such noncompliance within five (5) business days of receiving the City’s written notice thereof, the City may immediately terminate this Agreement for cause by providing written notice thereof. If payment due from City to Consultant becomes delinquent by more than sixty (60) days, the Consultant may terminate this Agreement.

4. COMPENSATION.

4.1 The City agrees to pay the Consultant on a monthly basis, during the Term, commensurate with portions of the work completed. The Consultant's compensation shall be paid monthly on account, for the services performed during that month, with payment due within 30 days of the invoice date. The City of Lynden, Finance Department, must receive invoices from vendors by the 5th of each month (or the following Monday if the 5th falls on a weekend day) for processing in the current month's run. The Finance Department is required to seek City Council approval to pay invoices during the second City Council meeting of the month (third Monday) before payment can be rendered. **All invoices must include the project name and number and the services rendered, according to the approved Scope of Work, for which payment is to be rendered. Consultant is responsible for providing a cost tracking report for fund allocations and for declining budget balances on invoices. Invoices and supporting documentation will be reviewed for completeness before payment will be authorized.**

4.2 Total compensation to the Consultant shall not exceed the budget allocated as set forth in the Scope of Work.

5. CONTRACT AMENDMENT. Either Party may request additions, deletions, or other changes to this Agreement, including without limitation, to its scope, term, and time for performance. However, except as otherwise provided in Section 6, no addition, deletion, or change to this Agreement shall be valid or binding on either Party unless such addition, deletion, or change shall be in writing signed by both Parties. Such amendments shall be made a part of this Agreement.

6. UNANTICIPATED REDUCTION IN FUNDING. This Agreement and its ongoing performance shall be contingent on the availability of City funds budgeted for the services described in the Scope of Work. Notwithstanding any provision of this Agreement to the contrary, the City shall be entitled to reduce the scope of the services to be performed, or to terminate this Agreement in its entirety, in the event of any unanticipated reduction in funding or revenue available for the work (“Unanticipated Reduction in Funding”), as determined by the City. The City shall promptly notify the Consultant of any such Unanticipated Reduction in Funding. Should the City elect to terminate this Agreement in response to an Unanticipated Reduction in Funding, the City will pay the Consultant for services rendered under the Scope of Work up to the date the such notice is issued.

7. INDEPENDENT CONTRACTOR STATUS.

7.1 The Parties acknowledge, understand, and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, independent contractors, and are not officials, officers, employees, departments or subdivisions of the City. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship or joint venture relationship between the City and Consultant, its employees or subcontractors.

7.2 In the performance of the services herein contemplated, the Consultant is an independent contractor with the authority to control and direct performance of the details of the services; however, the results of the work contemplated herein must meet approval of the City and shall be subject to the City’s general rights of inspection and review to secure the satisfactory completion thereof.

7.3 As an independent contractor, Consultant is responsible for payment of all taxes arising out of Consultant’s activities in accordance with this Agreement, including by way of illustration but not limitation, Federal income tax, Social Security tax, unemployment insurance taxes, and any other Federal, State or local taxes or business license fees, as required. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or regulations, shall be Consultant’s sole responsibility.

8. PROFESSIONAL STANDARDS.

8.1 The Consultant represents that the services shall be performed within the limits prescribed by this Agreement in a manner consistent with that type of care and skill ordinarily exercised by other professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances during the same period of time.

8.2 The Consultant represents that the studies, projections, plans, reports, design drawings, specifications, cost estimates, and all other engineering, consulting, and analytical services furnished under this Agreement will be in accordance with generally accepted professional practices. The Consultant hereby agrees to exercise usual and customary professional care in efforts to comply with all federal, state, and local laws, rules, and ordinances applicable to the work and to this Agreement in force at the time of Consultant's performance of the work hereunder.

8.3 It is recognized that Consultant may or will be performing professional services for other parties during the Term; however, the performance of other services may not conflict or interfere with Consultant’s ability to perform the services contemplated in this Agreement. Consultant agrees to resolve any conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be, involved in Consultant’s selection, the negotiation, drafting, or signing of this Agreement, or the administration or evaluation of the Consultant’s performance.

9. OPPORTUNITY TO REMEDY. The parties agree that in the event of alleged error or omission by the Consultant in performance of services under the Scope of Services due to Consultant’s negligence, the City may notify the Consultant promptly in writing of that fact and allow the Consultant a reasonable time to remedy the problem. Upon notice the Consultant shall promptly review and remedy the problem at the cost of the Consultant. Where responsibility for a problem may be shared by the Consultant and others, the Consultant shall endeavor to remedy the Consultant's share, at the cost of the Consultant, and to cooperate with others involved. If the Consultant demonstrates that it is not at fault for a problem identified by the City under this Section, the City shall reimburse the Consultant for its costs of investigating the problem. This Section is subject to the City’s right to terminate this Agreement with or without cause, and in no respect diminishes the City’s rights set forth in Section 3 hereof.

10. GENERAL CITY RESPONSIBILITIES. The City shall provide full information regarding its requirements for the services to be performed by the Consultant, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services.

11. INDEMNIFICATION.

11.1 The Consultant agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from

any and all claims, demands, actions, and suits arising from, resulting from, or in connection with this Agreement or the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for that portion of the claim caused by the City’s sole negligence. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, the Consultant’s liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant’s negligence. Consultant shall ensure that each subconsultant shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the same extent and on the same terms and conditions as the Consultant as set forth in this paragraph. The City’s inspection or acceptance of any of Consultant’s work when completed shall not be grounds to avoid any of these obligations to indemnify.

11.2 Consultant expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purpose of the indemnification provided in Section 11.1. The Parties acknowledge that they have mutually negotiated this waiver.

11.3 The City agrees to release, indemnify, defend, and hold the Consultant, its officers, employees, agents, representatives, and subconsultants harmless from any and all claims, demands, actions, suits, fees, penalties, expenses, attorney’s fees, costs and litigation expenses resulting from or in connection with this Agreement or to the extent solely caused by the negligent acts of the City.

11.4 The provisions of this Section 11 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE.

12.1 The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

12.2 Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

12.3 Consultant shall, at minimum, obtain insurance coverage of the following types and policy limits:

Professional Liability	\$2,000,000	each claim
Professional Liability	\$2,000,000	annual aggregate
Commercial General Liability	\$2,000,000	each occurrence
Commercial General Liability	\$2,000,000	annual aggregate

Automobile Liability	\$1,000,000	Combined single limit
Worker's Compensation	Statutory benefits	

12.4 The City of Lynden shall be listed as additional insured on the Consultant’s Commercial General and Automobile Liability policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

12.5 The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

12.6 If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

12.7 Failure on the part of the Consultant to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days’ notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be reimbursed to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

12.8 The Consultant shall include any subconsultants as insured under its policies, or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to the same insurance requirements as stated herein for the Consultant.

13. OWNERSHIP AND USE OF DOCUMENTS.

13.1 Drawings, specifications, and documents prepared by the Consultant pursuant to this Agreement shall become the property of the City upon final payment to the Consultant. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others for purposes beyond the Scope of Work. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant-prepared drawings, specifications, or other documents.

13.2 The Consultant shall maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall

maintain such accounting procedures and practices as necessary to ensure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other government officials authorized by law to monitor this Agreement.

13.3 The Consultant shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years following its expiration or termination. The Consultant agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

14. DISPUTE RESOLUTION. Any dispute arising out of the terms and conditions of this Agreement shall be subject to the following mediation process, as a condition precedent to filing any legal cause of action. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this Section 14, “promptly” shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, the dispute shall be mediated. Either Party may provide written notice to the other that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, either Party may request appointment of a mediator by any Judge of the Whatcom County Superior Court, sitting in Chambers, and the Judge is hereby authorized to select a mediator. Both Parties shall cooperate to assure that mediation occurs in a timely manner and both Parties shall supply all materials provided to the mediator to the other Party at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of either Party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each Party shall be preserved. Mediation shall be terminated upon (a) successful resolution of the dispute; (b) written declaration by the mediator of an impasse between the Parties; or (c) following completion of two or more mediation sessions held on separate days, written declaration by one of the Parties of an impasse. Each Party shall share equally in the fees and expenses associated with mediation, including fees and expenses of the mediator; provided that, each Party shall bear its own costs, including witness fees, and costs, associated with mediation.

15. CLAIM AND DISPUTE EVALUATION. At the City's request, the Consultant will assist the City in reviewing and evaluating claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes, regardless of whether or not the Consultant is named in such legal action. In no case shall the Consultant be obligated to provide such services until the method of compensation for such services is agreed.

16. EQUAL OPPORTUNITY.

16.1 The City is an equal opportunity employer.

16.2 The Consultant agrees to comply with all federal, state, and local laws governing equal opportunity employment. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, or national origin. Further, the Consultant will not discriminate against any employee or applicant for employment because of the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational

qualification. The foregoing includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

16.3 The Consultant will ensure that applicants for employment, and all employees during their employment, are treated without regard to race, creed, color, sex, age, marital status, national origin; or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees, agents, and subconsultants adhere to this provision.

17. SUBCONTRACTING OR ASSIGNMENT. The Consultant shall not subcontract or assign any portion of this Agreement without prior written approval of the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment made pursuant to this Agreement and Consultant shall incorporate by reference this Agreement in its contracts with its subconsultant(s) or assignees.

18. FORCE MAJEURE. Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law, provided the delayed Party shall make reasonable efforts to avoid or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent.

19. NOTICE. In every case where, under any of the provisions of this Agreement or in the opinion of either the City or the Consultant or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the City Administrator if given by the Consultant, or to the President or Secretary of the Consultant personally, if given by the City; or (2) mail the same or a copy thereof by first class, registered or certified mail, postage prepaid, addressed to the other Party at such address as may have theretofore been designated in writing by such Party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the City for the purpose of mailing such notices shall be as follows:

City Administrator
CITY OF LYNDEN
300 4th Street
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

SCJ Alliance
8730 Tallon Lane NE, Suite 200
Lacey, Washington 98516

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington,
Residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington,
Residing at _____.
My commission expires _____.

CITY OF LYNDEN

EXECUTIVE SUMMARY – City Council



Meeting Date:	June 7, 2021	
Name of Agenda Item:	Interlocal Agreement and Easement – Whatcom County Flood Control District	
Section of Agenda:	Consent	
Department:	Public Works	
<u>Council Committee Review:</u>	<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: _____
		<u>Legal Review:</u>
		<input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Interlocal Agreement – Whatcom County Flood Control District Easement Agreement – Whatcom County Flood Control District	
Summary Statement:	<p>Whatcom County will be contracting to make channel improvements to the unnamed stream that crosses under 6th Street and discharges into the Nooksack River just west of City of Lynden’s Wastewater Treatment Plant. Their work will connect to an Army Corp of Engineers fish passable flood gate installation in the levee designed to provide better protection from high flows in the Nooksack River. The County repair work includes: 1) realigning and re-grading the channel, 2) combining it with an existing small drainage ditch, 3) enhancing an existing berm adjacent to the City WTP settling pond, 4) re-grading a segment of the Lynden Levee to pre-damaged conditions and 5) re-grading and placing riprap protection on the levee back slope to protect the pond and new culvert. The work will require access via City of Lynden property and therefore requires an interlocal agreement and easement. The County is requesting a perpetual easement to the property in order to continue to maintain this new flood control area. Because the project provides material benefit to the City’s two utility plants, wastewater and water, the City’s adopted budget includes \$10,000 from each utility fund as matching funds.</p>	
Recommended Action:	That City Council approve the Interlocal Agreement and Easement with Whatcom County for channel and levee repairs and authorize the mayor’s signature on both documents.	

INTERLOCAL AGREEMENT
Between
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
And
THE CITY OF LYNDEN
For
Lynden Levee Channel Realignment Project (No. 718005) and USACE Lynden Levee Rehabilitation Project (No. NSK-03-18)

This Interlocal Agreement (ILA) is made and entered into by and between the City of Lynden (hereinafter referred to as “City”), and the Whatcom County Flood Control Zone District (hereinafter referred to as the “FCZD”), this ____ day of _____, 2021 (individually referred to as “Parties” and together referred to as “Party”).

WHEREAS, a parcel of property located within the corporate limits of the City, is owned by the City of Lynden and is approximately 18 acres in size (Parcel Number 4003203371080000), described more fully and accurately in Exhibit A attached hereto (“Property”); and

WHEREAS, a modified natural stream channel (hereinafter referred to as the “Channel”) runs through the Property and is a tributary to the Nooksack River; and

WHEREAS, the Channel provides storm water drainage for the City and provides drainage to adjacent farm ground including drainage of floodwaters; and

WHEREAS, the primary use of the Property is the operation and maintenance of the City’s Wastewater Treatment Plant (hereinafter referred to as “WWTP”); and

WHEREAS, the levee lying along the southern property line of the Property (“Lynden Levee”) provides flood protection to the City and is active in the United States Army Corps of Engineers (USACE) PL84-99 Program for repairs if damaged by a flood event; and

WHEREAS, the FCZD is proposing the Lynden Levee Channel Realignment Project (No. 718005) to: (1) realign and regrade the Channel, (2) combine it with an existing small drainage ditch, (3) enhance an existing berm adjacent to the settling pond (pond), (4) regrade a segment of the Lynden Levee to pre-damage conditions, and (5) regrade and place riprap protection on the levee back slope to protect the pond and new culvert; and

WHEREAS, the Lynden Levee Channel Realignment Project (No. 718005) (hereinafter referred to as the “Project”) is described more fully and accurately in Exhibit B attached hereto; and

WHEREAS, the Project is being implemented in conjunction with the USACE Lynden Levee Rehabilitation Project (No. NSK-03-18) which includes repairing a segment of the Lynden Levee, replacing/combining two existing culverts with one new culvert with a flood gate; and

NOW, THEREFORE, it is agreed by the parties hereto as follows:

PURPOSE OF THE AGREEMENT

The purpose of this ILA is to define the obligations and responsibilities of the Parties involved in:

- Implementing, operating, maintaining, repairing, inspecting, restoring, and providing funding for the FCZD Lynden Levee Channel Realignment Project (FCZD Channel Realignment Project), No. 718005. The Channel Realignment Project includes realignment of a tributary channel and a ditch.
- Operating, maintaining, and repairing the Lynden Levee, culvert, and flood gate associated with the USACE Lynden Levee Rehabilitation Project (USACE Levee Rehabilitation Project), No. NSK-03-018.

DEFINITIONS

Operations and Maintenance:

- Maintenance of natural channel and buffer functions including wood habitat features.
- Removal of accumulated sediment, wood, manmade debris, and/or trash in the culvert and/or channel if it is disrupting drainage or the functioning of the culvert or flood gate.
- Operation and maintenance of the flood gate.
- Maintenance of Lynden Levee vegetation including mowing crest and back slope and preventing invasive plant species from establishing and spreading.

All Operations and Maintenance shall be in accordance with the Operations and Maintenance (O&M) Plan and in compliance with all Local, State, and Federal permits and regulatory requirements.

Repair:

- Reestablishment of original Lynden Levee crest elevations if compromised by scour from flood overtopping.
- Filling of scour holes and reestablishment of riparian vegetation on the realigned tributary channel/ditch banks as necessary to maintain natural channel function and protect adjacent property and infrastructure.
- Filling of scour holes and reestablishment of riprap on the levee as necessary to protect the culvert and/or levee.
- Filling of scour holes and reestablishment of the scour apron upstream and/or downstream of the culvert as necessary to protect the culvert and levee.
- Filling of scour holes and reestablishment of streambed sediment upstream of the scour apron as necessary to protect the culvert and levee and provide intended habitat function.

All repairs shall be in compliance with all Local, State, and Federal permits and regulatory requirements.

Inspections:

- Site inspections of the FCZD Channel Realignment Project and USACE Levee Rehabilitation Project, including the Lynden Levee, culvert, flood gate, realigned channel, and realigned ditch following all significant flood events to identify maintenance and/or repair needs.
- Periodic inspections of the culvert, including photos and videos, as required by the USACE.

Mitigation and Restoration Measures:

- Stream and buffer restoration, maintenance, and monitoring provisions as outlined in the document titled, “Lynden Levee Channel Realignment Project Wetland and Stream Mitigation and Restoration Plan,” dated November 23, 2020.

OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

A. Whatcom County Flood Control Zone District (“FCZD”) shall:

1. Construct the FCZD Channel Realignment Project in conjunction with the USACE Levee Rehabilitation Project and associated culvert replacement work;
2. Implement the mitigation and restoration measures associated with the FCZD Channel Realignment Project which includes site preparation, site planting, and regular maintenance and monitoring of the mitigation through 2027;
3. Lead the effort to develop an Operations and Maintenance (O&M) Plan for the flood gate in collaboration with WDFW, NOAA, the Nooksack Tribe, and the City;
4. Ensure proper operations and maintenance of the flood gate in collaboration with the City and in accordance with the O&M Plan.
5. Inspect the FCZD Channel Realignment Project and the USACE Levee Rehabilitation Project including the Lynden Levee, realigned channel, realigned ditch, culvert, and flood gate with the City following all significant flood events, to identify maintenance and/or repair needs;
6. Perform all maintenance activities for both projects that require heavy equipment.
7. Have the option, if the City abandons its obligations, to undertake maintenance and inspection responsibilities for the FCZD Channel Realignment Project and USACE Levee Rehabilitation Project, as defined below, and charge the City for the cost of these services.
8. Perform repairs to the FCZD Channel Realignment Project and USACE Levee Rehabilitation Project including the realigned channel, realigned ditch, Lynden Levee, culvert, and/or flood gate as necessary to maintain proper functioning and prevent damage to adjacent property and/or infrastructure.

9. Continue to manage and implement levee vegetation maintenance (mowing crest and back slope and preventing invasive plant species from establishing and spreading) and inspection responsibilities as required by the USACE along the Lynden Levee.
10. Reimburse the City for its costs of performing any of the foregoing FCZD responsibilities if the FCZD abandons its obligations for those services.
11. Hold and save the City free from damages or claims arising from FCZD's acts or omissions in the Project, except for damages in actions brought by third parties due to negligence of the City or its contractors. In case of such exception, the FCZD shall immediately, upon receipt of notice, notify the City of the existence of any such suit, or of its intent to avail itself of the defense that the City or its contractors were negligent.

B. City of Lynden ("City") shall:

1. Make a one-time cash payment to the FCZD in the amount of \$20,000 as a local contribution toward the construction costs associated with the Project.
2. Prohibit public access to the Project area during construction and limit public access until such time the FCZD determines the Project vegetation is sufficiently established.
3. Grant a Perpetual Flood Works Easement to the FCZD for the purpose of construction, inspection, monitoring, and, if necessary, for operating, maintaining, and/or repairing the Project. The easement shall cover the Project and mitigation area described more fully and accurately in Exhibit A attached hereto. The easement shall attach to the land and run with the land upon sale or other transfer.
4. Maintain natural channel and buffer functions including wood habitat features as intended by the Project design and to operate under Nationwide Permit (NWP) 27.
5. Perform minor maintenance that can be completed by hand labor such as removing accumulated wood debris, sediment, and/or trash that impedes functionality of the culvert, gate, and/or realigned channel and ditch in compliance with all Local, State and Federal permits and regulatory requirements.
6. Inspect the FCZD Channel Realignment Project and the USACE Levee Rehabilitation Project with the FCZD following all significant flood events to identify maintenance and/or repair needs. If significant maintenance and/or repair is required, the FCZD will partner with the City to address the needs.
7. Perform periodic inspections of the culvert, including photos and videos as required by the USACE currently defined as every 5 years. Phone photos and videos are acceptable.
8. Work with the FCZD to develop an Operations and Maintenance (O&M) Plan for the flood gate in collaboration with WDFW, NOAA, and Nooksack Tribe.
9. Ensure proper operations and maintenance of the flood gate in collaboration with the FCZD and in accordance with the O&M Plan.

10 Reimburse the FCZD for its costs of ongoing maintenance and inspection of the Project, culvert, and flood gate if the City abandons its obligations for those services.

11. Hold and save the FCZD free from damages or claims arising from the design, construction, and maintenance of the Project, except for damages in actions brought by third parties due to negligence of the FCZD or its contractors. In case of such exception, the City shall immediately, upon receipt of notice, notify the FCZD of the existence of any such suit, or of its intent to avail itself of the defense that the FCZD or its contractors were negligent.

PAYMENT

The City shall provide \$20,000 cash payment to the Flood Control Zone District within sixty days of receiving notice of Project completion from the FCZD.

AGREEMENT ALTERATIONS AND AMENDMENTS

This ILA may be amended by mutual agreement of the Parties hereto. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

ASSIGNMENT

The obligations to be performed by the Parties under this ILA are not assignable or delegable by either Party in whole or in part, without the prior written consent of the other Party.

WAIVER

A failure by either Party to exercise its rights under this ILA shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this ILA unless stated to be such in a writing signed by an authorized representative of the Party.

SEVERABILITY

If any provision of this ILA or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this ILA which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this ILA, and to this end the provisions of this ILA are declared to be severable.

INTEGRATION OF AGREEMENT

This ILA contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this ILA shall be deemed to exist or to bind either Party.

TERM OF AGREEMENT

This ILA shall begin on upon date of execution, and shall remain in effect until terminated or amended as provided herein.

RECORDATION

Upon execution of this ILA, the FCZD shall file a copy of it with the office of the County Auditor pursuant to the requirements of RCW 39.34.

CONTRACT MANAGEMENT

The Contract Administrator for each of the Parties shall be responsible for and shall be the contact person for all communications regarding the performance of this ILA.

The Contract Administrator for the City is:

Steve Banham, P.E.
City of Lynden - Public Works Director
300 4th Street
Lynden, WA 98264
Phone: (360) 255-5512
Email: banhams@lyndenwa.org

The Contract Administrator for the FCZD is:

Paula J. Harris, P.E.
Whatcom County Public Works
322 N. Commercial, Suite 120
Bellingham, WA 98225-4042
Phone: 360.778-6285
Email: pharris@co.whatcom.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LYNDEN

By: _____
Scott Korthuis, City of Lynden Mayor

Date: _____

Approved as to form:

Office of the City Attorney Date

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: _____
Satpal Singh Sidhu
Whatcom County Executive

Date: _____

Approved as to form:

Christopher Quinn, Whatcom County Date
Senior Civil Deputy Prosecuting Attorney

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

EXHIBIT "A"

A PERMANENT EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF THE FOLLOWING DESCRIBED PARCEL:

(PER WHATCOM LAND TITLE COMPANY, SUBDIVISION GUARANTEE NO. W-175196)

A TRACT OF LAND IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., DESCRIBED AS FOLLOWS:

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ALONG WITH ANY PORTION OF THAT CERTAIN TRACT OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., DESCRIBED ON STATUTORY WARRANTY DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 940322218 WHICH MAY LIE WESTERLY OF THE FOLLOWING DESCRIBED LINE:

EXHIBIT "A" CONTINUED

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SITUATE IN WHATCOM COUNTY, WASHINGTON.

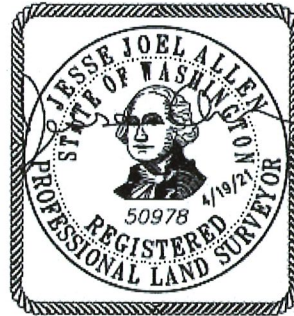
PERMANENT EASEMENT DESCRIPTION

COMMENCING AT A BRASS DISK MARKING THE INTERSECTION OF THE CENTERLINE OF 7TH STREET WITH THE CENTERLINE OF SOUTH 6TH STREET; THENCE ALONG SAID SOUTH 6TH STREET CENTERLINE SOUTH 23°26'12" EAST 173.35 FEET TO A BRASS DISK MONUMENT MARKING THE CENTERLINE OF SAID SOUTH 6TH STREET; THENCE CONTINUING ALONG SAID SOUTH 6TH STREET CENTERLINE SOUTH 23°26'12" EAST 246.19 FEET TO THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG SAID NORTH LINE NORTH 86°40'47" WEST 18.48 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID NORTH LINE SOUTH 26°03'10" EAST 36.87 FEET; THENCE SOUTH 58°08'41" WEST 169.21 FEET; THENCE SOUTH 43°39'17" WEST 106.55 FEET; THENCE SOUTH 82°59'15" WEST 133.56 FEET; THENCE SOUTH 85°56'06" WEST 87.06 FEET TO THE WEST LINE OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG SAID WEST LINE NORTH 31°07'14" WEST 298.25 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL SOUTH 86°40'47" EAST 575.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 93,406 SQUARE FEET, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON

Jesse Allen
2021.04.19 07:55:53
-07'00'





EXHIBIT

SITUATE IN A PORTION OF SECTION 20, TOWNSHIP 40 NORTH,
RANGE 3 EAST, W.M., WHATCOM COUNTY, WASHINGTON

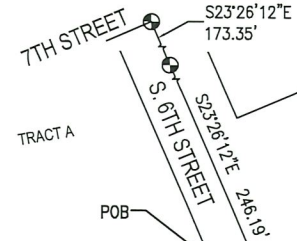
RIVER POINT CONDOMINIUM
AF# 2020503776

RIVER POINT
CONDOMINIUM
400320 201166 0000

CITY OF LYNDEN
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JUDSON VILLAGE
AF# 2090201173

LYNDEN REGIONAL
PARK & RECREATION
DISTRICT
400320 242150 0000



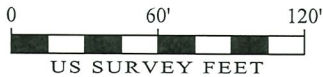
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AF# 2040603592

5TH ADDITION
CONDOMINIUM
400320 192143 0000

PERMANENT EASEMENT AREA
93,406 SF

Jesse Allen
2021.04.19 07:56:16 -07'00'

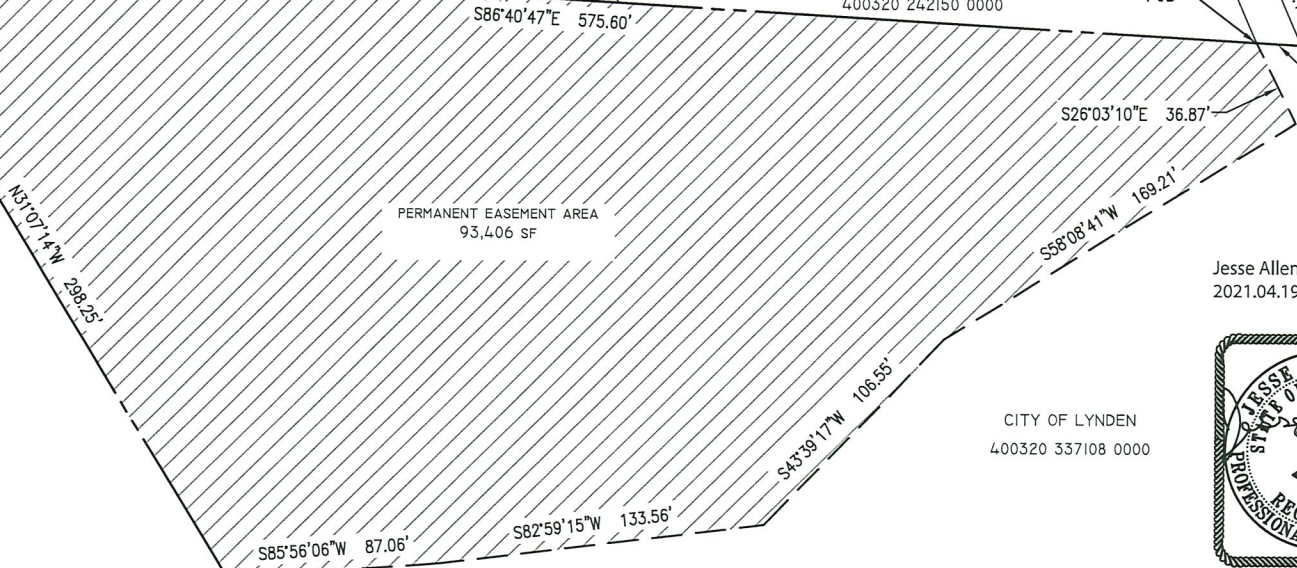
CITY OF LYNDEN
400320 337108 0000



DEPARTMENT OF PUBLIC WORKS 322 N. COMMERCIAL
ST., SUITE 301 BELLINGHAM, WA 98225
(360) 778-6210

CRP: FC1805
DRAWN BY: J. ALLEN
CHECK BY: C. SWAN
DRAWING: FC1805 Esmt.dwg

CITY OF LYNDEN - 400320 337108 0000
PERMANENT EASEMENT
 DATE: 4/19/21 SHEET: 1 OF 1



After recording return document to:

Whatcom County Public Works
River & Flood Division
322 N. Commercial, Suite 120
Bellingham, WA 98225

Document Title: Flood Control Works Easement
Reference Number of Related Documents:
Grantor: City of Lynden
Grantee: Whatcom County Flood Control Zone District
Legal Description: Ptn of SW ¼ SE ¼ & Ptn of SE ¼ SW ¼, S20, T40N, R3E
Additional Legal Description on Pages 5-7
Assessor’s Tax Parcel Number: 400320 337108 0000

FLOOD CONTROL WORKS EASEMENT

This agreement is made this _____ day of _____, 2021, between CITY OF LYNDEN, A WASHINGTON MUNICIPAL CORPORATION, (“Grantor”) and WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT (“Grantee”) a quasi-municipal corporation of the State of Washington.

The Grantor, for and in consideration of the mutually beneficial flood control works set forth herein, do hereby grant, convey, release and quitclaim, to the Grantee, and its successors, assigns, licensees, and permittees, an easement for the purposes hereinafter stated:

A perpetual and assignable right and easement to construct, reconstruct, maintain, repair, operate, patrol, inspect, monitor and replace a flood protection levee, any bank protection works, including all associated mitigation and restoration, and/or other flood control activities or works of any nature whatsoever and any or all flood relief including all appurtenances thereto, together with any enlargement or reconstruction thereof; to vegetate, plant and nurture protective vegetation; and to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as necessary to provide adequate clearance and to eliminate interference with, or hazards to, the structures, improvements, or utilities placed on, over or under said land described as follows:

Said lands being situate in Whatcom County, State of Washington, and described as

FLOOD EASEMENT

follows:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

Reserving, however, to Grantor all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired.

The Grantor agrees not to intentionally compromise the integrity of the project, including the mitigation, restoration and/or revegetation components of the project.

In addition to granting the easement as set forth above, the Grantor hereby releases Whatcom County and the Whatcom County Flood Control Zone District, its successors, assigns, licensees, and permittees from any and all claims of flood damage or any other damage arising from the construction, reconstruction, maintenance and repair of bank protection works and/or other flood control activities herein, and from any and all claims for flood relief.

The Grantor retains the right of use and the possession of all the property, except such use and possession as may be needed or required for the construction, reconstruction, or maintenance of such flood works set forth above or as in the future be determined better or more suitable. Provided, however, that all uses and activities undertaken by the Grantor are complementary to and shall in no way alter, undermine, or demean the purpose or function of the flood control works provided.

This easement and rights as granted herein may be assigned by the Grantee to such other Flood Control/relief authority as may in the future by law be set up.

FLOOD EASEMENT

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the Whatcom County Flood Control Zone District unless and until accepted and approved hereon in writing for the Whatcom County Flood Control Zone District, by its chairperson.

Grantor: City of Lynden

Scott Korthuis, Mayor

Date: _____

STATE OF WASHINGTON)
 : ss
County of _____)

I certify that I know or have satisfactory evidence that Scott Korthuis is the person who appeared before me, and said person is the Mayor and acknowledge that he signed this instrument, freely and voluntarily, on behalf of the City of Lynden for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2021.

Notary Public in and for the State of
Washington,
residing at _____
My commission expires _____

FLOOD EASEMENT

Approvals required by Whatcom County:

Approved as to form:
Prosecuting Attorney's Office

Christopher Quinn, Senior Deputy
Prosecuting Attorney – Civil Division

Date: _____

Public Works Flood Control Engineer

Paula Harris

Date: _____

**Accepted & Approved for
Whatcom County Flood Control Zone District (FCZD)**

Satpal Singh Sidhu, Acting on behalf
of the FCZD Board of Supervisors

Date: _____

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

EXHIBIT "A"

A PERMANENT EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF THE FOLLOWING DESCRIBED PARCEL:

(PER WHATCOM LAND TITLE COMPANY, SUBDIVISION GUARANTEE NO. W-175196)

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SITUATE IN WHATCOM COUNTY, WASHINGTON.

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CONTAINING 93,406 SQUARE FEET, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON

Jesse Allen
2021.04.19 07:55:53
-07'00'





EXHIBIT

SITUATE IN A PORTION OF SECTION 20, TOWNSHIP 40 NORTH,
RANGE 3 EAST, W.M., WHATCOM COUNTY, WASHINGTON

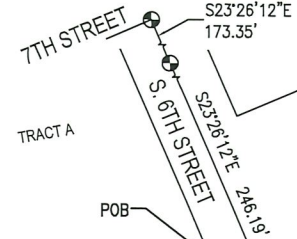
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AF# 2020503776

RIVER POINT
CONDOMINIUM
400320 201166 0000

CITY OF LYNDEN
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JUDSON VILLAGE
AF# 2090201173

LYNDEN REGIONAL
PARK & RECREATION
DISTRICT
400320 242150 0000



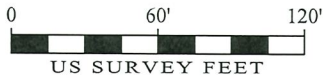
5TH ADDITION CONDOMINIUM
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5TH ADDITION
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PERMANENT EASEMENT AREA
93,406 SF

Jesse Allen
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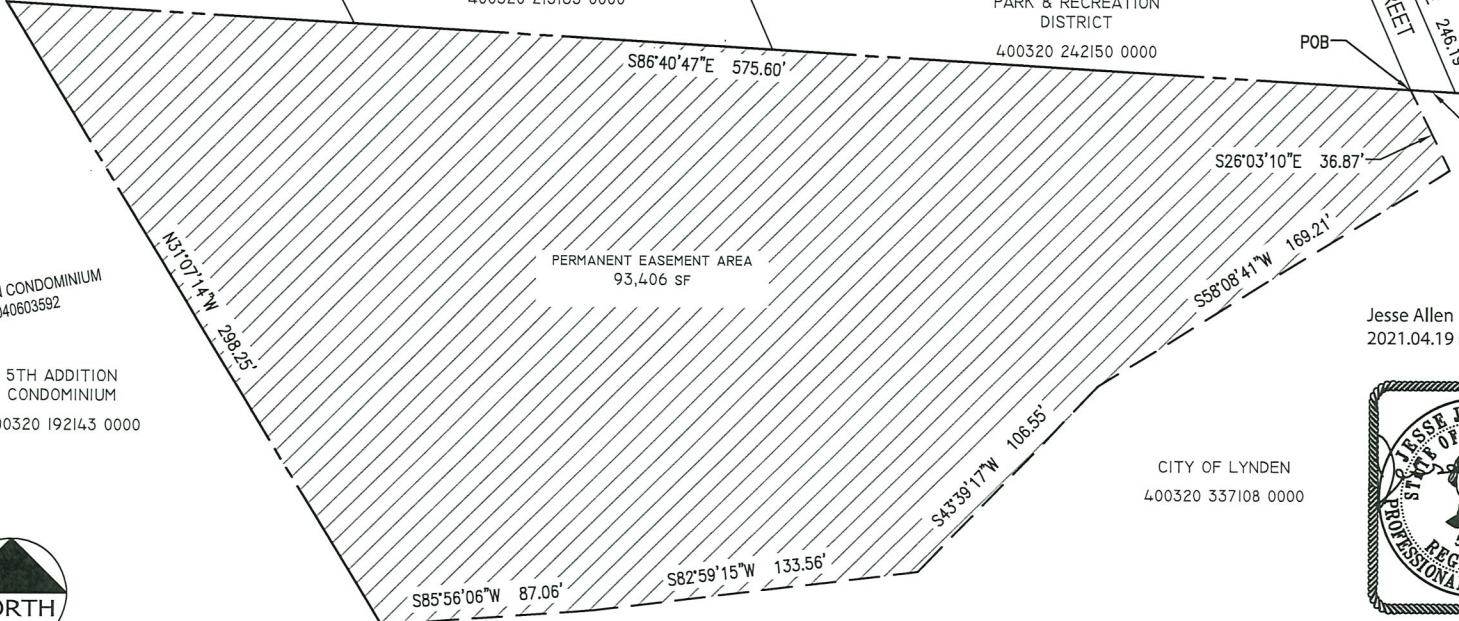
CITY OF LYNDEN
400320 337108 0000



DEPARTMENT OF PUBLIC WORKS 322 N. COMMERCIAL
ST., SUITE 301 BELLINGHAM, WA 98225
(360) 778-6210

CRP: FC1805
DRAWN BY: J. ALLEN
CHECK BY: C. SWAN
DRAWING: FC1805 Esmt.dwg

CITY OF LYNDEN - 400320 337108 0000
PERMANENT EASEMENT
 DATE: 4/19/21 SHEET: 1 OF 1



CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	June 7, 2021	
Name of Agenda Item:	Resolution No. 1039- Establishing Sliding Fee Schedule for Lynden Friendship Diversion Services Agreement	
Section of Agenda:	Consent Agenda	
Department:	Police	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Resolution No. 1039- Establishing Sliding Fee Schedule for Lynden Friendship Diversion Services Agreement Lynden Friendship Diversion Services Agreement	
Summary Statement:	The sliding scale fee schedule for low income/indigent persons using Friendship Diversion Services through our Municipal Court needs to be approved and made part of our agreement with Friendship Diversion Services.	
Recommended Action:	It is recommended that the Council approve the agreement and resolution and authorize Mayor Korthuis' signature.	

RESOLUTION NO. 1039

**A RESOLUTION OF THE CITY OF LYNDEN
ESTABLISHING A SLIDING FEE SCHEDULE FOR INDIGENT DEFENDANTS
UNDER ELECTRONIC HOME DETENTION AND MONITORING**

WHEREAS, the City of Lynden has entered a contract (“**Contract**”) with Friendship Diversion Services for the provision of electronic home detention and monitoring services for certain defendants whose participation is ordered by the Lynden Municipal Court; and

WHEREAS, the Contract requires the City of Lynden to provide a sliding fee schedule establishing rates for indigent participating defendants, defined in the Contract as those earning less than 150% of Federal Poverty Guidelines; and

WHEREAS, The Federal Poverty Guidelines are updated annually, and the below household income thresholds reflect current data for 2021;

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

Section 1: That the following sliding fee schedule for indigent defendants participating the Lynden Municipal Court home detention and monitoring program be adopted:

NET INCOME	PERCENTAGE PAID BY DEFENDANT	ENROLLMENT	DAILY	COMBO
INDIVIDUAL				
< \$6,314	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$6,315 - \$12,884	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$12,885 - \$16,144	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$16,145 - \$19,319	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
>\$19,320	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
2 HOUSEHOLD MEMBERS				
< \$8,514	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$8,515 - \$17,489	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$17,490 - \$20,949	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$20,950 - \$26,129	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
> \$26,130	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00

3 HOUSEHOLD MEMBERS				
<\$10,704	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$10,705 - \$21,979	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$21,980 - \$27,414	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$27,415 - \$32,939	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
> \$32,940	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
4 HOUSEHOLD MEMBERS				
<\$12,914	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$12,915 - \$26,534	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$26,535 - \$33,094	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$33,095 - \$39,749	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
>\$39,750	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00

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, 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, 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 June ____, 2021.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, ____ IN FAVOR ____ AGAINST, AND SIGNED BY THE MAYOR THIS ____ DAY OF JUNE, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**SERVICES AGREEMENT
CITY OF LYNDEN - FRIENDSHIP DIVERSION SERVICES**

The **CITY OF LYNDEN**, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 300 4th Street, Lynden, Washington, 98264, and **FRIENDSHIP DIVERSION SERVICES**, a Washington Public Benefit Nonprofit Corporation (hereinafter the "Contractor"), with its primary office location at 2415 Evergreen Park Drive SW, Suite C-2 Olympia, WA 98502, in consideration of the mutual covenants herein, do hereby agree as follows:

I. PURPOSE: The purpose of this Agreement is to provide for electronic home monitoring and electronic home detention services consistent with state law; and the laws of the City of Lynden.

II. TERM OF AGREEMENT: Notwithstanding the date of execution hereof, this Agreement shall be in effect from April 1, 2021 and continue in effect through March 31, 2022. This Agreement shall automatically extend, annually, for one year terms until terminated under Section XI. In the event that this Agreement is terminated, Contractor shall have the responsibility to continue to provide program services for all defendants referred by the City of Lynden Municipal Court prior to termination.

III. LIAISON: The City's officers responsible for this Agreement are Court Services Coordinators Tammy Graham and Tammy DeZeeuw or as otherwise designated in writing by the City ("Project Managers"). The Contractor's responsible person is Ronnie Wuest.

IV. SCOPE OF WORK, STATUS OF CITY AS SUPERVISING AGENCY, AND STATUS OF CONTRACTOR AS A MONITORING AGENCY: The Contractor, acting as an independent contractor, shall provide electronic home monitoring and electronic home detention equipment and services to the City, in support of the City's home electronic monitoring/detention program. The City will conduct the program, which provides a form of misdemeanor supervision services, as the Supervising Agency, through and under the direction of the City's Department of Municipal Court, a limited jurisdiction court. The equipment and services to be provided under the Agreement are more specifically set forth in Exhibit 'A' (Scope of Work), which is attached and incorporated herein by this reference. The number of referrals to the Contractor

for services shall be at the sole discretion of the City. Contractor agrees to provide its own labor and materials in conjunction with providing such services. For purposes of this Agreement, the Contractor represents that it is a "Monitoring Agency" and agrees to act as a "Monitoring Agency" under applicable state law. The Contractor further agrees to:

A. Maintain an office no further away than the City of Bellingham, reasonably proximate to Lynden Municipal Court, and its designated probation officers for the provision of services with local business hours of no less than 40 hours per week at times that are mutually agreeable to the City and the Contractor;

B. Comply with all provisions of state law regarding the equipment and services provided (if any provisions of this Agreement are inconsistent with state law, state law shall control);

C. Provide monitoring services consistent with orders of the Lynden Municipal Court, the protocols set forth in the attached Scope of Work, and any updates to the protocols provided in writing by the City to the Contractor during the pendency of this Agreement, provided, however, that if any ambiguity exists among these provisions as applied to a particular matter, the order of the Lynden Municipal Court shall have precedence; and

D. Testify at contested hearings and other court proceedings as needed.

V. CITY'S OBLIGATIONS: In order to assist the Contractor in providing its services under this contract, the City shall:

A. Provide to the Contractor relevant information which is available and subject to disclosure under applicable laws and court rules, as well as coordination with other agencies as necessary;

B. Provide the Contractor the orders of the Lynden Municipal Court and written updates to the protocols necessary during the pendency of this Agreement, provided, however, that prior to implementing any such updates, the City shall consult with the Contractor, and any updates that increase the Contractor's workload will be subject to modification of the compensation to the Contractor based on a good faith negotiation between the parties.

VI. COMPENSATION:

A. Contractor and City have agreed upon the fees for the services provided under this Agreement as follows:

1. \$50 non-refundable hook-up fee (\$75.00 when both GPS and SCRAM are placed during the same intake)
2. \$14.50 per day for GPS
3. \$14.50 per day for SCRAM
4. \$15 enrollment fee and \$7 per day for SCRAM Remote Breath
5. \$2.00 per day component fee, when applicable
6. \$25.00 per day for both GPS and SCRAM

The City acknowledges that if the manufacturer of devices used under this Agreement increases the cost to the Contractor, the parties to this Agreement will negotiate in good faith toward a modification of the fee amounts consistent with the cost increase.

B. Contractor shall assess and collect the fee, plus sales tax if applicable, directly from the offender except where indigency is determined. The threshold for indigency shall be 150% of Federal Poverty Guidelines. Where the offender is found to be indigent, the City shall reimburse Contractor as set forth in this Agreement. A sliding scale payment shall be assessed to offenders as set forth in the attached Scope of Work. The sliding scale formula will be provided to the Contractor by the City and may be updated in writing, at the discretion of the City, as appropriate. The City further reserves the right to implement increased City subsidies in the program to ensure that individuals are not precluded from participating due to cost barriers.

C. For any amount due and owing to the Contractor that is waived due to indigency, the City shall pay the Contractor on the basis of invoices for work satisfactorily completed. Invoices, with appropriate backup and detail, shall be submitted to the Coordinators for approval prior to payment.

D. To the extent required by law, the City will assume responsibility for the costs of pre-trial EHM services and shall pay costs directly to the Contractor. For any amount due and owing to the Contractor that is waived due to an offender's pre-trial status, the City shall pay the Contractor on the basis of invoices for work satisfactorily completed. Invoices, with appropriate backup and detail, shall be submitted to the Finance Department attention: Accounts Payable, for approval prior to payment.

E. The parties recognize that the Contractor's maintenance of local business hours for EHM services is of substantial value to the City and that this local presence results in certain fixed costs. Contractor has committed to maintain business hours of no less than 40 hours per week at times that are mutually agreeable to the City and the Contractor.

VII. EXTRA WORK: Work in addition to, or different from, that provided for in this Agreement, including the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

VIII. ACCOUNTING AND AUDIT: The Contractor agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

IX. LIABILITY AND INSURANCE:

A. The Contractor shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Contractor, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. In the event any claims, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Contractor or the Contractor's agents or employees, the defense and indemnity provisions in the preceding paragraph of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

C. The Contractor specifically agrees to defend and indemnify the City from claims or suits brought by Contractor's own employees against the City. For this purpose, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

D. The Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured (with any endorsement required by the policy):

- | | |
|--|---|
| 1. Workers Compensation: | Statutory Amount |
| 2. Broad Form Comprehensive General Liability: | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 3. Criminal Justice Liability (including Errors and Omissions Coverage): | \$1,000,000 per occurrence
\$2,000,000 aggregate |

Said insurance shall be primary and noncontributory with any other insurance for which the City is a named insured. Contractor represents that said insurance is of the type and amount that is customary for the services provided.

An insurance certificate showing the coverage required under this paragraph will be submitted to the City for approval at least annually.

X. COMPLIANCE WITH LOCAL LAWS: The Contractor shall be duly licensed (including Business License with the City of Lynden) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

XI. TERMINATION; REDUCTION IN FUNDING:

A. Should either party hereto believe that the other has failed to substantially perform all or part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the reasonable satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Project Managers, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been

performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. In addition to termination for cause, either party may unilaterally terminate this contract, for any reason, by providing 60 days written notice of termination.

C. On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

D. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

E. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor 's business entity hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in the City's sole discretion.

F. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XII. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XIII. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action in law or equity, or judicial proceeding for the

enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

XIV. STATUS OF CONTRACTOR: Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses (if required), maintains a separate set of books and records for such business, and has established or will, by beginning of performance hereunder, establish an account with the State Department of Revenue and have received a unified business identifier number (if required).

XV. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT:

A. The Contractor may be required to prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the work. This item does not constitute additional work as described in this Agreement.

B. All documents, maps and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the City upon completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein.

XVI. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Contractor agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XVII. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City: City of Lynden
Department of Municipal Court
300 4th Street
Lynden, WA 98264

Attn: Tammy Graham and Tammy DeZeeuw,
Court Services Coordinators

Contractor: Ronnie Wuest
2415 Evergreen Park Drive SW, Suite C-2
Olympia, WA 98502

Attn: Ronnie Wuest, Executive Director

Any notice given pursuant to this Agreement shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses above or to such other address as a party shall from time to time advise in writing. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.

XVIII. NO THIRD PARTY BENEFICIARIES OR DUTIES TO THIRD PARTIES CREATED.

This Agreement shall not be relied upon by third parties and no third party beneficiaries are created by this Agreement. No duties to third parties are created, express or implied, by this Agreement.

XIX. WORK FOR OTHER AGENCIES OR INDIVIDUALS. This Agreement is not an exclusive services Agreement. Contractor may take on other work or assignments from other agencies while completing the services set forth herein. Additionally, this Agreement shall not preclude the Contractor from providing services to individuals who seek services on a voluntary basis.

XX. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this the _____ day of _____, 2021, for the Contractor:

Ronnie Wuest, Executive Director

EXECUTED, this the _____ day of _____, 2021, for the **CITY OF LYNDEN:**

Departmental Approval:

Mayor

Court Services Coordinator

Court Services Coordinator

Attest:

Approved as to Form:

Finance Director

City Attorney

EXHIBIT A

**CITY OF LYNDEN
SCOPE OF WORK
Electronic Monitoring Program**

The monitoring agency shall follow all applicable standards and directives contained in RCW 9.94A.731, 9.94A.734, 9.94A.735, and 9.94A.736 to the extent applicable. The monitoring agency shall develop protocols to provide contingency plans in the event of power loss, fire, flood, malfunction of equipment, and/or death or incapacitation of the participant.

Equipment

The monitoring agency shall provide the equipment manufactured by Track Group called Relialert. This device combines state of the art, 24/7 monitoring center, the web-based software, and their single unit, active Global Positioning System (GPS) device. Together these systems provide a complete option for electronic monitoring. The Reliever devices encompass both GPS and cellular communication technologies, that allows 2- and 3-way voice communication through the device with the participant, Friendship and Track Group. The monitoring center is alerted when the defendant violates established schedule/geographical restrictions, tampers with the strap, allows a low battery or allows a loss in communication. The monitoring agency shall adhere to protocol steps assigned to each risk level and appropriate responses, including a violation notification process, as established by the City, and described below. Relialert is a battery-operated device and does not require a telephone line from the defendant, only an electrical outlet to charge the internal battery.

At times, if deemed necessary, an alternate GPS device manufactured by Alcohol Monitoring Systems can be used.

Alcohol monitoring shall be provided with a Secure Continuous Remote Alcohol Monitoring (SCRAM) device manufactured by Alcohol Monitoring Systems (AMS). The SCRAM bracelet tests for alcohol consumption through insensible perspiration every 30 minutes, 24 hours per day. Alerts are generated if there is any attempt to remove the device or obstruct samples and when alcohol has been consumed. This technology and the test results have been found reliable in programs throughout United States. Monitoring agency staff have flexible options for retrieving information from the bracelet including in office downloads, home downloads through a land line base station, a base station with a wireless component or a base station with use of an Ethernet cable through a computer modem.

SCRAM devices are capable of providing presence monitoring for any participant on a Lynden Municipal Court ordered curfew.

The monitoring agency shall provide written notice to the City within 30 days of changing the manufacturers or any make/model of equipment.

Monitoring

The monitoring agency shall provide 24/7 pre/post adjudication monitoring services through Track Group and AMS, as ordered by the Court using one of the following:

- Pre-Trial Home Detention Order
- Home Detention Order (HDOR)
- Order for Active GPS Monitoring Order for SCRAM Monitoring
- Court Disposition Slip

Any participant being monitored for longer than 30 days shall be required, on a random basis, to meet with monitoring agency staff in person every 30 days.

Intake

The monitoring agency shall provide intake services for the City's electronic monitoring programs. Upon referral, an initial intake appointment shall be scheduled. During the enrollment appointment, an interview shall be conducted with the defendant to obtain contact information, financial status, conditions, reporting schedule and all other relevant information. The appointment shall also include a full description of program requirements and agreements.

A schedule for approved legitimate needs of the defendant shall be established, as allowed by the Court's order. Defendants enrolling in the home detention program shall be required to provide verification of employment and a work schedule, in writing, if they are employed and intends on reporting to work while being monitored. If the work schedule fluctuates, the defendant must provide a revised schedule with each change. The defendant shall be informed that monitoring agency staff may independently confirm their residence address and place of employment.

During the enrollment appointment, monitoring agency staff shall provide a thorough orientation of the device assigned to the defendant and make every effort to ensure defendants are fully cognizant of all program expectations.

For defendants enrolled in the home detention program, monitoring agency staff shall establish geographic boundaries and exclusion zones, consistent with the Court's order, as well as travel routes, days, and times of movement. Monitoring agency staff shall not authorize leaves outside of verified legal employment, verified treatment or Court approved activities without prior written authorization from the Court. In completing the enrollment process, the device shall be attached to the defendant and they will remain with monitoring agency staff until it is confirmed the device is tracking.

For defendants enrolled in the SCRAM program, monitoring agency staff shall provide the defendant with instructions regarding environmental alcohol contaminants. In completing the SCRAM enrollment process, the device shall be attached to the defendant and all accessories and components provided.

Reporting

The following court-approved forms shall be utilized for administration of the Home Detention and SCRAM programs:

Failure to Enroll

The Failure to Enroll shall include the following:

- the defendant’s name;
- case number(s);
- indication of sentenced or pre-trial;
- offense(s);
- indication of the appropriate program; and
- a brief narrative regarding defendant’s failure to enroll in the ordered program, including previously missed appointments.

The Failure to Enroll notice shall be signed, dated, and provided by close of business on the day prior to the defendant’s scheduled jail review hearing, unless otherwise approved by the Court.

Confirmation of Enrollment

The Confirmation of Enrollment shall include:

- the defendant’s name;
- case number(s);
- indication of sentenced or pre-trial;
- indication of Active Monitoring, when applicable;
- offense(s);
- indication of the appropriate program;
- expected completion date (when sentenced); and
- indication the defendant was advised that she/he does not have to appear at the scheduled jail review

The Confirmation of Enrollment shall be signed, dated, and provided by close of business on the date the defendant enrolls, unless otherwise approved by the Court. When a defendant re-enrolls in any program due to device removal or other instance causing monitoring to end, the notice shall indicate that the enrollment is a re-enrollment and the reason.

A defendant ordered to participate in the SCRAM program shall enroll with the monitoring agency by close of business the date the order is issued, unless otherwise ordered by the Court. When necessary, the court may allow defendants to enroll in the SCRAM program by 10 a.m. on the business day following the date the order was issued. When defendants fail to enroll in the SCRAM program by 10 a.m. on the day following the date the order was issued, the Failure to Enroll notice shall be signed, dated, and provided by 12 p.m.

Notice of Violation

The Notice of Violation shall include:

- the defendant’s name;

- case number(s);
- indication of sentenced or pre-trial;
- indication of the appropriate program;
- originating offense(s);
- date, time, location, and nature of violation, to include any attempts to contact defendant;
- a summary of the defendant’s response, to include any admissions/denials;
- the date monitoring began; and
- expected completion date.

When the violation includes a confirmation of alcohol consumption, the notice shall include an analysis graph as provided by the confirming agency. The Notice of Violation shall be signed, dated, and provided within one business day of monitoring agency staff becoming aware of the confirmed violation, unless otherwise approved by the Court.

Notice of Device Removal

The Notice of Device Removal shall include:

- the defendant’s name;
- case number(s);
- indication of sentenced or pre-trial
- offense(s);
- indication of the appropriate monitoring program;
- the reason and date the device was removed; and
- the total number of days the defendant was monitored.

The Notice of Removal shall be signed, dated, and provided within one business day of device removal, unless otherwise approved by the Court.

Notice to the Court

The Notice to the Court shall include:

- the defendant’s name;
- case number(s);
- indication of sentenced or pre-trial
- offense;
- indication of the appropriate monitoring program; and
- information that needs to be provided to the court.

The Notice to the Court shall be signed, dated, and provided within one business day, unless otherwise approved by the Court.

Notice of Completion

The Notice of Completion shall include:

- the defendant’s name;
- case number (s);
- indication of sentenced or pre-trial

- offense(s);
- indication of the appropriate monitoring program;
- the effective date the sentence was completed; and
- the total number of days the defendant was monitored.

The Notice of Completion shall be signed, dated, and provided within one business day of the completion, unless otherwise approved by the Court.

Monitoring agency staff shall provide all notices regarding pre-trial program enrollment to the court, the prosecuting attorney, the defendant’s attorney, and Whatcom County District Court Probation Department (probation). Monitoring agency staff shall provide all notices regarding post-conviction enrollment to the court and, when applicable, probation. Monitoring agency staff shall not provide any notices to probation regarding defendants who are not on probation.

Violations

The monitoring agency shall establish with the monitoring center how violations shall be reported, based on directions and protocols established by the City. Procedures shall range from next day e-mail to instant telephone contact with a designated monitoring agency staff member.

ELECTRONIC MONITORING violations include, but are not limited to:

- unapproved stops/locations;
- failure to charge battery as required;
- tampering with/attempt to remove device; and
- exclusion zone violations.

Active GPS Monitoring Violations

Monitoring agency staff shall immediately respond to all violations committed by defendants placed on active GPS monitoring, regardless of date or time. When monitoring agency staff become aware of a defendant violating an active GPS monitoring order by being in proximity to ordered exclusion zones, they shall immediately attempt communication with the participant to warn of the violation and attempt to interrupt entrance into the excluded zone. Monitoring agency staff shall attempt to contact the participant via the ELECTRONIC MONITORING device and all known phone numbers.

When exclusion zone parameters are breached, monitoring agency staff shall:

- activate the device’s audible siren;
- call the appropriate law enforcement agency via the non-emergency number and notify the agency of the exclusion zone violation; and
- coordinate with law enforcement to provide the current location of the participant and any further information/documentation, as requested.

SCRAM violations include, but are not limited to:

- failure to enroll;

- failure to upload;
- confirmed tampering;
- confirmed alcohol consumption; and
- failure to report to the monitoring agency for inspection/maintenance of the device.

Warrants

When a warrant is issued for a defendant enrolled in the SCRAM program, monitoring agency staff shall continue monitoring the defendant unless otherwise ordered by a Judicial Officer. When monitoring agency staff become aware that a defendant has an active warrant issued by another court, they shall send a Notice to the Court containing all known information about the warrant. Monitoring agency staff shall send a Notice to the Court advising if/when they are no longer able to monitor the defendant.

For defendants enrolled in the SCRAM program, monitoring agency staff shall send a Notice of Violation each day the defendant fails to upload SCRAM data. If the defendant fails to upload SCRAM data for five (5) consecutive days from the date the monitoring agency is notified of the defendant being placed on warrant status, monitoring agency staff shall notify the court and cease monitoring.

All pre-trial orders regarding the SCRAM program shall remain in effect unless otherwise ordered by the Judicial Officer and the defendant shall re-enroll in the SCRAM program upon release from jail. Monitoring agency staff shall not remove devices for those defendants with active warrants unless ordered to do so by the Court or jail/law enforcement personnel due to pending incarceration.

Financial Considerations

Defendants ordered to participate in either monitoring program for pre-trial purposes shall not incur any costs relative to the program unless otherwise ordered by the Court. Defendants participating in any program post-adjudication shall pay for the cost of the program, unless otherwise ordered by the Court. Defendants whose income is equal to or more than 150% of the federal poverty level shall pay the full cost of the ordered program. Defendants whose income is less than 150% of the federal poverty level shall pay for the costs of the ordered program based on a sliding scale established by the City. Defendants shall provide documentation of all net income, including disability benefits, prior to consideration for reduced fees. Defendants shall also provide documentation of all household members, and their incomes, when requesting a reduction in fees. All household net income, including disability benefits, shall be considered when determining a defendant’s income relative to 150% of the federal poverty level. monitoring agency staff shall not deviate from the established scale without prior written approval from the City and shall, upon request, provide all documents used in determining the amount of fees paid by each defendant and/or the City.

Billing

Billing shall be submitted to the City no later than the 15th day of the month after the previous months end date. Payment shall be due and payable to the monitoring agency by the City within 30 days of the receipt of invoice.

Billing provided by monitoring agency shall include, for each defendant:

- full name;
- all related cause numbers;
- description of the type of monitoring provided;
- indication of pre-trial or post-conviction;
- number of days monitored;
- the specified amounts paid by each defendant for enrollment;
- ELECTRONIC MONITORING, SCRAM, combo, component, and other fees paid by the defendant;
- ELECTRONIC MONITORING, SCRAM, combo, component, and other fees paid by the City; and
- totals for each of the above categories.

NET INCOME	PERCENTAGE PAID BY DEFENDANT	ENROLLMENT	DAILY	COMBO
INDIVIDUAL				
< \$6,314	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$6,315 - \$12,884	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$12,885 - \$16,144	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$16,145 - \$19,319	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
>\$19,320	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
2 HOUSEHOLD MEMBERS				
< \$8,514	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$8,515 - \$17,489	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$17,490 - \$20,949	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$20,950 - \$26,129	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
> \$26,130	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
3 HOUSEHOLD MEMBERS				
<\$10,704	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$10,705 - \$21,979	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$21,980 - \$27,414	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$27,415 - \$32,939	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
> \$32,940	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
4 HOUSEHOLD MEMBERS				
<\$12,914	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$12,915 - \$26,534	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$26,535 - \$33,094	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$33,095 - \$39,749	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
>\$39,750	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 7, 2021	
Name of Agenda Item:	Amending LMC Titles 16 and 19 regarding SEPA thresholds and minimum density	
Section of Agenda:	Public Hearing	
Department:	Planning Department	
Council Committee Review:	<input checked="" 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:		
Proposed amendment to LMC 16 and LMC 19. Corresponding PC Minutes of 3-25-21. See minutes of 5-19-21 CDC meeting also in this meetings package.		
Summary Statement:		
<p>On March 1, 2021 the City Council adopted a Resolution of Intent (Reso 1031) which outlines the path forward to lifting the moratorium on the Pepin Creek Sub-Area and implement the infrastructure associated with the Pepin Lite Plan. Next steps include the establishment of a fair allocation of costs for the infrastructure projects specific to Pepin Lite. The mechanism that showed the most merit is the use of Transportation Impact Fees (TIF) administered in the form of a SEPA mitigation fee.</p> <p>It is critical that the City’s code supports this fee structure and eliminates exceptions so that funds are collected at an expected rate. The attached code amendment has been drafted to implement the SEPA mitigation fee as outlined in the Council’s Resolution of Intent. The amendment:</p> <ul style="list-style-type: none"> • Lowers the SEPA threshold so that short plats within the Pepin Creek Sub-Area are no longer exempt from SEPA review. • Implements a minimum density requirement. This ensures that property is developed at an expected density and fees are collected at an expected rate so that infrastructure costs can be covered. • Removes the text related to Senior Housing Overlay as this was not implemented and is unnecessary. • Specifically references the Pepin Creek Sub-Area Plan as part of SEPA substantive authority in LMC 16.05.160. <p>The Planning Commission held a public hearing on March 25th which concluded with a recommendation for approval. <u>The issue of minimum density was then discussed at a May 19th CDC meeting. Recognizing that some properties may be constrained by wetlands but also noting the need to fund infrastructure through development, staff subsequently created language which clarifies how minimum and maximum densities will be calculated. This appears in the attached a proposed Sec. 19.11.030. The addition strives to strike a balance between using gross and net acreage to calculate densities.</u> If the Council takes action on this item staff will bring a corresponding ordinance to a subsequent meeting.</p>		
Recommended Action:		
Motion to recommend the amendment to Lynden Municipal Code Titles 16 and 19 as presented including the clarifying language, proposed as LMC 19.11.030, regarding how to calculate minimum and maximum densities.		

RESOLUTION NO. 1031

**A RESOLUTION OF INTENT TO ADVANCE DEVELOPMENT
WITHIN THE PEPIN CREEK SUB-AREA FOR THE CITY OF LYNDEN,
WHATCOM COUNTY, WASHINGTON**

WHEREAS, on August 19, 2013, the City of Lynden (“City”) adopted the April 2009 Amendment to the January 1992 Stormwater Management Plan identifying the “Pepin Creek” project (“The Project”); and

WHEREAS, this area is generally identified as the City’s Urban Growth Area fronting Double Ditch Road and Benson Road, and located south of Badger Road and north of Main Street and shown on Exhibit A (“Pepin Creek Sub Area”); and

WHEREAS, the City placed a moratorium on development in this area due to constraints on development including, periodic flooding of existing neighborhoods and streets south of this area, and substandard roadways; and

WHEREAS, the Project, has sought to research and respond to these constraints with concepts that included the relocation of Pepin Creek (the waterway that flows through the Double Ditch Road ditches), and the identification of a multi-modal consolidated roadway network, and an associated financing mechanism for those improvements; and

WHEREAS, the City conducted numerous complex and detailed planning, funding, and design studies to understand and communicate the complex issues associated with The Project and advancement of residential development within the Pepin Creek Sub-Area; and

WHEREAS, in March of 2020 the City Council adopted the Pepin Creek Sub-Area Plan to establish goals and policies for the future development of this area with regard to land use and zoning, environmental protection and restoration, infrastructure development, and finance to ensure the orderly development of this area; and

WHEREAS, City staff began implementation of the land use and zoning structure presented in the Sub-Area plan but found that infrastructure associated with the adopted Pepin Creek Sub-Area Plan presented permitting challenges and placed an unrealistic financial burden on the City and the future development in the Sub-Area; and

WHEREAS, City staff, at the Lynden City Council’s direction, created a modified plan for The Project known as ‘Pepin Lite’ which focused on transportation improvements and re-locating the Creek only where needed to complete these transportation improvements; and

WHEREAS, the City Council has asserted private development should shoulder the burden of infrastructure improvements in the sub-area; and

WHEREAS, the property owners within the Pepin Sub-Area should recognize that development constraints associated with their property affects the value of the raw land; and

WHEREAS, the financial mechanism of a SEPA mitigation fee showed merit for funding a majority of the Pepin Lite project yet maintains a reasonable feasibility of development as described in the Pepin Creek Financial Mitigation Strategies Study by Berk Consulting and attached as Exhibit B (less Appendix B); and

WHEREAS, there are no statutory time limits on the use of collected SEPA mitigation fees which is complimentary to phased infrastructure improvements; and

WHEREAS, the City Council desired to lift the development moratorium with these understandings and financial mechanisms in place.

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

SECTION 1: Implementation of a SEPA mitigation fee will proceed as the primary funding mechanism for the Pepin Lite infrastructure improvements identified in the Pepin Creek Financial Mitigation Strategies Study. Implementation is intended to include:

- Amendment to the City’s flexible SEPA thresholds found in LMC 16.05.070 for residential development in the Pepin Creek Sub-Area to be 4 units rather than 12 units to ensure as much of the planned development as possible pays for its share of improvements.
- Adoption of the Pepin Creek Lite Capital Improvements SEPA mitigation fee schedule by resolution. The resolution will:
 - Confirm that as development will create 98.7% of the traffic trips generated in the Pepin Creek Sub-Area when fully developed, that development will assume the 98.7% of the cost of the projects identified as ‘developer responsibility’ in Exhibit C.
 - Identify at what stage of development the fees will be collected.
 - Affirm that private development can be credited for ‘construction in lieu’ of fee payment, that is, dedication of improvements that implement the capital project.

- Include inflation adjustments for fees.
- Regularly review progress toward the implement of the Pepin Lite infrastructure goals and adjust SEPA mitigation fees as needed.

SECTION 2: To discourage under development and, as a result, under collection of SEPA mitigation fees the City will implement minimum density requirements within the Pepin Creek Sub-Area by amending Title 19 of the Lynden Municipal Code. This amendment will require a minimum dwelling-unit-per-acre density within the Pepin Creek Sub-Area which is consistent with the character of Lynden’s existing neighborhoods.

SECTION 3: The moratorium will be extended, by ordinance, beyond March 9, 2021 through June 30, 2021. This extension will allow for the actions associated with the implementation of the SEPA mitigation fee identified above.


SECTION 4: The Sub-Area plan will be modified to reflect the revisions associated with Pepin Lite. This includes, but is not limited to, the fact that no additional portion of Pepin Creek, beyond the 2,700 lineal feet along south Double Ditch Road, is planned be relocated outside of the Double Ditch Road right-of-way. However, it does not eliminate the possibility of creek channel and habitat enhancement occurring in place of Double Ditch Road as an alternate roadway network is established in this area.

SECTION 5: The City will continue to pursue ‘outside funding’ such as State or Federal grants. This funding, if acquired, will be used first to pay down the cost of the projects labeled as ‘City responsibility’ in Exhibit B to ease the burden on the City funds. If outside funding exceeds the cost of the City’s projects or is specific to the scope of a developer funded project, then the funds may be used to cover developer projects at the City Council’s discretion.

SECTION 6: 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.

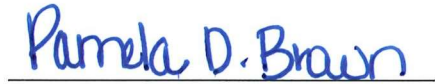
SECTION 7: This resolution shall be in full force and effect on March 8, 2021

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE OF 7 IN FAVOR AND 0 IN OPPOSITION AND SIGNED BY THE MAYOR THIS 1 DAY OF March, 2021.



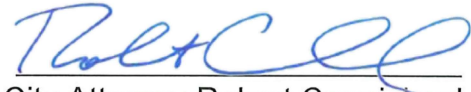
Mayor Scott Korthuis

ATTEST:



City Clerk Pam Brown

APPROVED AS TO FORM:



City Attorney Robert Carmichael

Amending LMC 16.05.070 SEPA Flexible Thresholds

16.05.070 - Flexible thresholds for categorical exemptions.

- A. The city establishes the following exempt levels for minor new construction under WAC 197-11-800(1)(b) based on local conditions.
 - 1. For residential dwelling units in WAC 197-11-800(1)(b)(i): Up to 12 dwelling units City-wide except in the Pepin Creek Subarea. Up to twelve dwelling units
 - a. Pepin Creek Subarea:-Up to 4 dwelling units
 - 2. For office, school, commercial, recreational, service or storage buildings in WAC 197-11-800(1)(b)(iii): Up to ten thousand square feet and up to twenty-five parking spaces.
 - 3. For parking lots in WAC 197-11-800(1)(b)(iv): Up to forty parking spaces.
 - 4. For landfills and excavations in WAC 197-11-800(1)(b)(v): Up to two hundred fifty cubic yards.
- B. Whenever the city establishes new exempt levels under this section, it shall send them to the Department of Ecology, Headquarters Office, Olympia, Washington, 98504 under WAC 197-11-800(1)(c).

16.05.160 - Substantive authority.

- A. The policies and goals set forth in this chapter are supplementary to those in the existing authorization of the city of Lynden.
- B. The city may attach conditions to a permit or approval for a purpose so long as:
 - 1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this chapter; and
 - 2. Such conditions are in writing; and
 - 3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and
 - 4. The city has considered whether other local, state, or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and
 - 5. Such conditions are based on one or more policies in subsection D of this section and cited in the license or other decision document.
- C. The city may deny a permit or approval for a proposal on the basis of SEPA so long as:

1. A finding is made that approving the proposal would result in probable significant adverse environmental impacts that are identified in a FEIS or final SEIS prepared pursuant to this chapter; and
2. A finding is made that there are no reasonable mitigation measures capable of being accomplished that are sufficient to mitigate the identified impact; and
3. The denial is based on one or more policies identified in subsection D of this section and identified in writing in the decision document.

D. The city designates and adopts by reference the following policies as the basis for the city's exercise of authority pursuant to this section:

1. The city shall use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate plans, functions, programs, and resources to the end that the state and its citizens may:
 - a. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
 - b. Assure for all people of Washington safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
 - c. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
 - d. Preserve important historic, cultural, and natural aspects of our national heritage;
 - e. Maintain, wherever possible, an environment which supports diversity and variety of individual choice;
 - f. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
 - g. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.

2. The city recognizes that each person has a fundamental and inalienable right to a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

[3. The Pepin Creek Subarea Plan as adopted by the City Council Ordinance 1600 on March 2, 2020 and periodically updated.](#)

E. When any proposal or action not requiring a decision of the city council is conditioned or denied on the basis of SEPA by a nonelected official, the decision shall be appealable to the city council. Such appeal may be perfected by the proponent or any aggrieved party by giving notice to the responsible

official within ten days of the decision being appealed. Review by the city council shall be on a de novo basis.

(Ord. 712 § A(part), 1984).

[Amending LMC 19.11 Districts Established to include minimum densities within the Pepin Creek Subarea.](#)

Chapter 19.11
DISTRICTS ESTABLISHED

Sections:

19.11.010 Zones established -- Purpose.

19.11.020 Zones designated -- Essential use, maximum coverage, and density.

19.11.010 Zones established -- Purpose.

For the purpose of developing a comprehensive arrangement of land uses and related standards, regulations, rules and specifications, the classifications of essential uses, and the declaration of each essential use group establishing the purpose for the zones within each group set forth hereafter adopted.

19.11.020 - Zones designated—Essential use, maximum coverage, and density.

There are established the classifications of the essential land uses for all residential, business and industrial zones to be known by the zone symbols shown as follows:

Zone Symbol	Essential Use	Maximum Percent Coverage	Maximum Percent Impervious Coverage	Maximum Development-Density*	Minimum Gross Development Density* – Pepin Creek Subarea only
A-1	Agricultural	0.10		1 D.U./20 Acres	
RS-100	Single Family Dwellings	0.35	0.60	4 D.U./Acre	
RS-84	Single Family Dwellings	0.35	0.60	4.5 D.U./Acre	
RS-72	Single Family Dwellings	0.35	0.60	5.0 D.U./Acre	4 DU / Acre
RMD	Residential Mixed Density	0.35	0.80	8.0 D.U./Acre	5 DU / Acre
MH	Mobile and Modular Home	0.40	0.80	8.0 D.U./Acre	
TR	Travel/Recreational Vehicle	0.65			

Commented [HG1]: See Section 19.11.030 clarifying density calculations.
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Zone Symbol	Essential Use	Maximum Percent Coverage	Maximum Percent Impervious Coverage	Maximum Development-Density*	Minimum Gross Development Density* – Pepin Creek Subarea only
RM-1	Single Family and two Family Dwellings/bldg.	0.35	0.70	8.0 D.U./Acre	
RM-2	Up to 4 Dwellings/bldg.	0.40	0.70	12 D.U./Acre	
RM-3	Multiple Dwellings	0.40	0.75	16 D.U./Acre	8 DU / Acre
RM-4	Multiple Dwellings	0.45	0.75	24 D.U./Acre	
RM-PC	Detached Single Family Dwellings	0.35	See Open Space Requirements	12 D.U./Acre	6 DU / Acre
	Attached Single Family Attached	0.50			
	Multi-family Dwellings	0.40			
SO	Senior Housing Overlay in the Pepin Creek Subarea	0.40-0.50	See Open Space Requirements	30 D.U./Acre	
HBD	Historic Business District	0.80			
CN	Commercial Neighborhood Overlay in the Pepin Creek Subarea	N/A			
CSL	Local Commercial Services	N/A			
CSR	Regional Commercial Services	N/A			
ID	Industrial District	N/A			
IBZ	Industrial Business Zone	N/A			

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Zone Symbol	Essential Use	Maximum Percent Coverage	Maximum Percent Impervious Coverage	Maximum Development-Density*	Minimum Gross Development Density* – Pepin Creek Subarea only
PU	Public Use	N/A			

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*See Section 19.11.030 regarding calculation of minimum and maximum densities.

LMC 19.11.030 Density calculations.

A. Calculations for Determining Minimum Density. The density minimum standard applies to some residential developments. All site area applicable to the residential development must be used in the calculation of minimum allowed residential density except the following:

Commented [HG2]: This section, meant to clarify how density is calculated, was discussed at a May 19 CDC meeting. It was added after the Planning Commission hearing on this text amendment.

1. Public street right-of-way, or other areas reserved or dedicated for public use (such as parks, trails, open space). Private streets, private alleys and access easements are not included in this exemption.

2. Some of the area of associated with regulated wetlands and associated buffers. Wetlands and buffers that cover the first 25% of the development area must be included in the minimum density calculation. The portion of wetland and buffer areas in excess of 25% of the development area can be excluded from the minimum density calculation. Calculations of buffer area should be conducted prior to any buffer reduction methods.

B. Calculations for Determining Maximum Density.

1. Maximum density for residential zones applies to all development with new residential dwelling units, unless otherwise noted herein.

2. Gross acreage of the site may be used in the calculation of the maximum allowed residential density (including half of existing street right-of-way around the perimeter of the site and any new street right-of-way internal to the site).

3. For the purpose of meeting maximum density requirements for subdivisions in applicable zones, final plats must specify the maximum number of dwelling units per lot.

C. How to Calculate Density. Minimum and maximum density for an individual site must be calculated by multiplying the total site acreage based on subsections A and/or B of this section by the minimum

and maximum dwelling units per acre for the applicable zone. When calculation results in a fraction, the fraction must be rounded to the nearest whole number as follows:

- 1. Fractions of one-half and above must be rounded up.
- 2. Fractions below one-half must be rounded down.

D. Prohibited Reduction. Any portion of a lot that was used to calculate minimum compliance with the standards and regulations of this title must not be subsequently subdivided or segregated from such lot unless all portions of the resulting lots continue to meet the code requirements after the subdivision.

Amending LMC 19.18 Pepin Creek Zones to include minimum development densities with the Pepin Creek Subarea.

19.18.010 - Purpose and intent.

- A. Purpose. The purpose of the Pepin Creek Subarea is to meet the goals of the comprehensive plan by allowing residential development averaging about seven dwelling units per net acre and to allow a variety of housing types that will meet the needs of families throughout their lifecycle. Development in the Pepin Creek Subarea should focus on maintaining the aesthetic quality of the city in general and the neighborhood in particular by providing for architectural diversity, adequate landscaping, and open space. Commercial uses are allowed where they serve the neighborhood.
- B. Established. The following zones and overlays are utilized within the Pepin Creek Subarea.

Zone or Overlay	Uses	Development Standards
RS-72	19.15	19.15
RMD	19.16	19.16
RM-PC	19.18.030	19.18.030
<u>RM-3</u>	<u>19.17.020</u>	<u>19.17.060</u>
Senior Overlay	19.18.040	19.18.040
Neighborhood Commercial Overlay	19.18.050	19.18.050
Public Use	19.27	19.27
Airport Overlay	19.55	19.55

Commented [DT1]: The Senior Overlay was removed from the Pepin Creek Subarea Plan prior to its adoption so it does not exist. Striking it here is a housekeeping item.

-C. Minimum Densities within the Pepin Creek Subarea: Development must meet the minimum gross density for residential development according to the established zone category.

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<u>Zone</u>	<u>Minimum Density*</u>
<u>RS-72</u>	<u>4 DU / Acre</u>
<u>RMD</u>	<u>5 DU / Acre</u>
<u>RM-PC</u>	<u>6 DU / Acre</u>

RM-3	8 DU / Acre
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[*See Section 19.11.030 regarding calculation of minimum and maximum densities.](#)

~~DE~~. Conflicts. If there are any conflicts between the provisions of this chapter and any other parts of the Lynden Municipal Code, this chapter shall prevail except for where standards necessary to maintain public safety related to the operation of the airport.

(Ord. No. 1575, § A, 3-4-2019)

19.18.020 - Primary permitted uses within the Pepin Creek Subarea.

The primary permitted uses in the Pepin Creek Subarea are as follows. See Figure 19.18.010-1 to reference the location of applicable secondary, accessory, and conditional uses as well as development standards specific to each zoning category.

- A. Single Family Dwelling units, including detached site built single family dwellings and new manufactured homes. This includes types such as large lot single family, small lot single family and cottages.
- B. Single family attached dwelling units which are ground related, fee simple-ownership units that are attached through shared walls or rooflines. This includes types such as townhomes, units with attached garages, and other innovative types.
- C. Duplex dwelling units.
- D. Multi-family dwelling units typically limited to a maximum of four to eight units per building.

~~E. The senior overlay provides the opportunity for development to accommodate a specific user. When activated, the permitted uses within the overlay include senior cottages, attached single family units, senior multi-family dwelling units, developed to standards specific to the overlay. A range of units or rooms per building are permitted, however the entire Pepin Creek Subarea is limited to a maximum of three hundred total units within the senior overlay districts. All multi-family dwellings that contain more than four units per building within the Senior Overlay must be age restricted to persons age fifty five and older.~~

~~F. Nursing home and assisted living facilities as defined in RCW 74.39A.009 are considered primary uses in senior overlay;~~

~~EG~~. The neighborhood commercial overlay, provide an opportunity for a variety of primary permitted uses in key locations. These include:

- 1. Personal Services. This is to allow for businesses such as barbershops, beauty salons, day spas, laundry facilities, dry-cleaning, or others that would serve the subarea.
- 2. Sales of General Consumer Goods. This is to allow for retail sales of food, household goods, pet supplies, and other goods to residents in the subarea. The sales of goods geared toward a regional customer base, as determined by the planning director, are not allowed. Such regional uses include fuel sales, auto sales, large format stores,

construction and landscaping materials, farm equipment. Outdoor storage associated with the sales of general consumer goods is also not allowed.

- 3. Restaurants and cafes.
- 4. Banks and financial institutions.
- 5. Second story residential uses may be developed in conjunction with first floor commercial uses.

(Ord. No. 1575, § A, 3-4-2019)

19.18.030 - Pepin Creek multi-family zone (RM-PC) and uses established.

A. Primary Permitted Uses.

- 1. Multi-family dwelling units, that is multiple dwelling units located on a single lot, are permitted with the following restrictions:
 - a. Buildings containing two to four units are permitted consistent with Section 19.18.030.F and applicable design standards.
 - b. Buildings containing five to eight units are permitted at a ratio of one for every twenty-five lots created. Lot count may include those used for multi-family dwelling units, attached single family dwellings, or detached single family dwelling. Development must be consistent with Section 19.18.030.E and applicable design standards.
- 2. Single family attached dwelling units which are ground related, fee simple-ownership units that are attached through shared walls or rooflines. This includes types such as townhomes, units with attached garages, and other innovative types. A maximum of four units may be attached to one another.
- 3. Single family dwelling units, including detached site built single family dwellings and new manufactured homes.

B. Accessory Permitted Uses. Accessory permitted uses in the RM-PC zone is as follows:

- 1. Private garages for single family or single family attached residences. No detached garage or accessory building shall exceed one thousand square feet of inside floor area or ten percent of the lot area, whichever is greater; provided however, that the floor area of the accessory building does not exceed the floor area of the primary residence or three thousand square feet, whichever is more restrictive;
- 2. Single family lots greater than or equal to ten thousand square feet may store up to two recreational vehicles on the lot; provided however, they are not stored in the front yard and meet the requirements of Section 19.31.020.B;
- 3. Tool shed, satellite dish, outdoor patios and outdoor fireplaces consistent with applicable design standards;
- 4. Mobile storage units or shipping containers are permitted for use during construction but must be removed within thirty days of final occupancy of the primary residence. No units greater than eight feet by ten feet are permitted in residential zones, other than during construction or for a period of up to thirty consecutive days within a six-month period to facilitate the moving in or moving out of a residence. Units eight feet by ten feet or smaller may be placed

on a lot for not more than six months during any two-year period and must be located in the rear yard;

5. Private swimming pools, as provided in the International Building Code adopted pursuant to Chapter 15.02 of this Code and subject to Section 19.37.090;
 6. Accessory dwelling unit (ADU) consistent with Chapter 19.20 permitted in detached single family homes only.
 7. No more than five, currently licensed and/or operable passenger vehicles may be stored on any single family residential lot. Inoperable vehicles may not be stored in the front yard (refer to Section 19.31.020.A).
 8. Recreation areas for residents.
- C. Secondary Permitted Uses. Secondary permitted uses in the Pepin Creek Subarea zones are as follows:
1. Hobby shops, relating to the hobbies of the occupants of the home and not operated for production and sales purposes;
 2. Greenhouses operated by the occupants, provided the products will not be offered for retail sale on the premises except in the neighborhood commercial overlay;
 3. Home occupations. See Chapter 19.57;
 4. Gardening and fruit growing not for commercial sale;
 5. General farming, which does not include the commercial feeding of livestock, if the zoning lot is five acres or more in size and meets the requirements outlined in Chapter 19.39 of this Code;
 6. Family day care centers for up to eight individuals, not including the residents of the dwelling unit;
 7. Parks and playgrounds;
 8. Adult family homes and residential care facilities, up to six adults, when approved by the Washington State Department of Social and Health Services (DSHS).
 9. Temporary structures such as portable tents or canopies used by a business for an event or sale in the commercial neighborhood overlay. The event or sale shall be limited to seven days or less and all temporary structures must be removed within seventy-two hours of the sale or event.
- D. Conditional Permitted Uses. The following property uses may be permitted in Pepin Creek Subarea zones by conditional use permit when recommended by the planning commission and approved by the city council consistent with Section 19.49.050.
1. Public buildings and utility sub-stations;
 2. Club facilities that are directly related to the neighborhood such as community swimming pools, privately owned athletic facilities and other similar improvements directly related to residential areas;
 3. Day care facilities for more than eight people with the maximum number of individuals to be determined as part of the conditional use permit process;

- 4. Nursing home and assisted living facilities as defined in RCW 74.39A.009 when located in the RS-72, RMD, or RM-PC zones;
- 5. Bed and breakfast establishments (see Section 19.49.030);
- 6. Churches, provided that the front yard is landscaped and all other parking and landscaping requirements are met; and
- 7. Schools.

E. Front Yard Use for Residential Uses.

- 1. Front yards shall be used for ornamental purposes only. No storage sheds, portable storage tents, temporary canopies or other similar structures may be located within the front yard; provided however that portable canopies or tent structures may be used during events or yard sales but must be removed within seventy-two hours of the sale or other event.
- 2. No fences, growth or other obstruction over three feet in height above the curb grade shall be allowed within the clear vision triangle.
- 3. Front yards setbacks may not be used for the storage of boats, campers, or any recreational vehicle. (Refer to Section 19.31.020.B)

F. RM-PC Development Standards. The development standards for the RM-PC zone are as follows:

1. RM-PC Height, Density, Area, Coverage, and Bulk Requirements.

Zone	Minimum Lot Size	Maximum Gross Density*	Minimum Gross Density*	Maximum Lot Coverage	Maximum Height	Maximum Stories
RM-PC Single Family Detached	4000 sf	12 DU/AC	6 DU / AC	35%	32'	2
RM-PC Single Family Attached	3000 sf	12 DU/AC	6 DU / AC	50%	40'	3
RM-PC Multi-family dwelling	1600 sf per unit	12 DU/AC	6 DU / AC	40%	40'	3

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~~* Residential densities are based on net land area.~~ *See Section 19.11.030 regarding calculation of minimum and maximum densities.

G. RM-PC Setback Requirements.

Setbacks

	RM-PC Detached	RM-PC Attached	RM-PC Multi Dwelling
Front Setback			
ROW to Porch	8'	8'	15'
ROW to House	10'	10'	20'
ROW to Garage	25'	25'	25'
Green to Porch	4'	4'	10'
Green to House	6'	6'	10'
Side Setback*			
Minimum Side	7'	0' on attached sides, 10' on each unattached side	10'
Side Total	14'	20'	20'
Corner Lot	10'	10'	14'
Rear Setback*			
Alley Easement to Garage Side	3'	3'	3'

Garage Side to Property Line	5'	5'	5'
Alley to Garage Door	21'	21'	25'
Alley to House	15'	10'	20'
To House	15'	10'	15'

+ On corner lots one of the corners may be considered as a side yard, provided that the yard considered as a side yard shall not be less than ten feet.

1. Additional RM-PC Development Standards:

- a. The height of any building is measured from the approved average grade level as defined in Section 17.01.030 to the highest point of a structure; provided that appurtenances such as television antennas and chimneys are not considered part of the height.
- b. All setbacks are measured from the property line to the foundation. Eaves and cantilever bay windows may encroach into the setback a maximum of two feet. Structures covering decks and patios may encroach into rear setbacks as described in this section. Additional fire protection may be required for structures located within ten feet of each other. It is the property owner's responsibility to have the property lines clearly marked for inspection. Structural permits with setbacks submitted prior to April 1, 2019 are considered conforming and not subject to Section 19.35.030.
- c. Uncovered wood decks and raised concrete patios not over twenty-four inches above grade at any point may be permitted within eighteen feet of the rear property line and five feet of the side property line. Deck privacy screening or fencing shall not be higher than eighty-four inches above the lowest grade.
- d. Structures covering decks or patios are permitted within the rear setback provided that the structure: remains open on three sides; does not come within ten feet of the rear property line for detached homes on lots zoned RM-PC; does not encroach into the side yard setbacks of the underlying zone; and, the addition does not exceed the permitted lot coverage.

H. Standards for Detached Accessory Buildings.

- 1. To be considered a "detached" structure, the minimum distance between two structures shall be six feet measured from foundation to foundation with no projections greater than eighteen inches.
- 2. A detached accessory structure may not be built closer than six feet to the side or rear property line, except where a rear property line abuts an alley a structure may not be built closer than three feet to the rear property line. Structures which do not require a building permit per Chapter 15.04 must be setback a minimum of three feet to the side or rear property line.

3. Detached accessory structures on corner lots shall not be permitted nearer than ten feet to the side property line adjacent to the street.
4. The maximum height for all detached accessory structures shall be twelve feet, except for detached garages as noted below.
5. The maximum height of any detached garage shall be eighteen feet, provided there is no living space within the building. Detached garages with living spaces shall be subject to the standards for Accessory dwelling units in Chapter 19.20. The roof pitch and siding on any detached garage shall be consistent with the primary structure on the lot, and the height of the building shall not exceed the height of the primary structure.
6. A secondary garage or shop shall be set behind the rear line of house.

I. Transition Area Standards.

1. A transition area of one hundred feet is applied to the RM-PC zone where the RM-PC zone abuts RS zoning located inside and outside of the Pepin Creek Subarea. ~~The transition area is also applied when the Senior Overlay is activated adjacent to RS zoning located inside and outside of the Pepin Creek Subarea.~~
2. A ten foot wide Type IV landscape buffer and six foot privacy fencing are required on RM-PC properties where abutting RS zones. Alternatively, a buffer is not required if lots are limited to a primary use as a detached single family home or pairs of attached single family homes.
3. Lots developed in the transition zone shall be limited to the maximum height of the abutting RS zone.

J. Open Space Requirements.

1. Each lot must maintain a minimum of seven and one-half percent in open space.
2. RM-PC developments which meet or exceed six units to the acre in net density must also provide common open space equal to ten percent of the developable parcel size. Common open space may be designed as a pocket park, common green, or access easement. Perpetual maintenance of the common open space must be addressed at the time of plat or development if a plat is not required.
3. Common open space must meet the following requirements:
 - a. One two inch caliper canopy tree is required for every one thousand square feet.
 - b. Spaces must be accessible to residents and suitable for passive or active recreational use. Play structures or pet friendly areas are encouraged.
 - c. Sidewalks or paths accessing the area must be a minimum of four feet wide.
 - d. The minimum lawn coverage of a common green area shall be seventy percent.

K. Residential Design Requirements. All residential dwelling units must meet the following design criteria unless varied by the design review board as provided under Section 19.45.035:

1. All dwellings must be placed on a permanent foundation and the space between the foundation and the bottom of the home must be enclosed by concrete or approved concrete products.

2. All dwellings shall be oriented on the lot, so that the primary pedestrian entrance faces the street or access easement. The primary roof line must have a minimum of a 4:12 pitch. This is not applicable to re-roofing or additions to existing structures.
 3. Roofing materials shall be wood shingle or shake, composition, asphalt laminate, clay or architectural metal. Exposed fastener corrugated metal or corrugated fiberglass roofing is not permitted.
 4. Eaves and gable ends must be a minimum of twelve inches. This is not applicable to re-roofing or additions to existing structures.
 5. The exterior of the home must be finished with a minimum of two types of materials. Exposed fastener metal siding is prohibited on residential buildings.
 6. All units other than a detached single family residence shall be subject to review and approval by the Design Review Board.
 7. No more than fifty percent of the lineal frontage of the building elevation may be occupied by garage doors. For the purposes of this section, a set of garage doors serves one dwelling unit and means one double garage door or two single garage doors separated by less than five feet.
 8. Only one set of garage doors may face the street unless the garage doors are setback from the living area a minimum of ten feet.
 9. All parking requirements of Section 19.51.040 must be met on site.
- L. RM-PC Landscape Requirements: In addition to the landscaping requirements of Chapter 19.61 of this title, all proposed multi-family and attached single family development consisting of two or more attached units in this zone shall comply with Section 19.17.110.

(Ord. No. 1575, § A, 3-4-2019)

~~19.18.040—Pepin Creek Senior Overlay and Uses Established.~~

~~A.—The senior overlay provides the opportunity for development to accommodate a specific user and developed to standards specific to the overlay.~~

- ~~1.—A range of units or rooms per building are permitted, however the entire Pepin Creek Subarea is limited to a maximum of three hundred total units.~~
- ~~2.—Utilization of the senior overlay standards requires the creation and recording of an associated plat or planned residential development (PRD). The use of the senior overlay must be indicated on the face of the plat.~~
- ~~3.—All multi family dwellings that contain more than four units per building within the senior overlay must be age restricted to persons age fifty five and older through a recorded covenant.~~
- ~~4.—Any development within the senior overlay that is developed at densities above the maximum density allowed in the underlying zoning must be restricted, on the face of the plat, to persons age fifty five and older.~~

~~B.—Senior Overlay Primary Uses.~~

- ~~1.—Multi family dwelling units, that is multiple dwelling units located on a single lot, are permitted.~~

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~~2. Single family attached dwelling units which are ground related, fee simple ownership units that are attached through shared walls or rooflines. This includes types such as townhomes, units with attached garages, and other innovative types. A maximum of four units may be attached to one another.~~

~~3. Single family dwelling units, including detached site built single family dwellings and new manufactured homes.~~

~~4. Care Facilities. Nursing home and assisted living facilities as defined in RCW 74.39A.009.~~

~~C. Senior Overlay Accessory Permitted Uses.~~

~~1. Private garages for single family or single family attached residences. No detached garage or accessory building shall exceed one thousand square feet of inside floor area or ten percent of the lot area, whichever is greater; provided however, that the floor area of the accessory building does not exceed the floor area of the primary residence or three thousand square feet, whichever is more restrictive;~~

~~2. Single family lots greater than or equal to ten thousand square feet may store up to two recreational vehicles on the lot; provided however, they are not stored in the front yard and meet the requirements of Section 19.31.020.B;~~

~~3. Tool shed, satellite dish, outdoor patios and outdoor fireplaces consistent with applicable design standards;~~

~~4. Mobile storage units or shipping containers are permitted for use during construction but must be removed within thirty days of final occupancy of the primary residence. No units greater than eight feet by ten feet are permitted in residential zones, other than during construction or for a period of up to thirty consecutive days within a six-month period to facilitate the moving in or moving out of a residence. Units eight feet by ten feet or smaller may be placed on a lot for not more than six months during any two-year period and must be located in the rear yard;~~

~~5. Private swimming pools, as provided in the International Building Code adopted pursuant to Chapter 15.02 of this Code and subject to Section 19.37.090;~~

~~6. Accessory dwelling unit (ADU) consistent with Chapter 19.20 permitted in detached single family homes only;~~

~~7. No more than three, currently licensed and/or operable passenger vehicles may be stored on any single family residential lot. Inoperable vehicles may not be stored in the front yard (refer to Section 19.31.020.A);~~

~~8. Recreation areas for residents;~~

~~9. Club facilities that are directly related to the neighborhood such as community swimming pools, privately owned athletic facilities and other similar improvements directly related to residential areas.~~

~~D. Senior Overlay Secondary Permitted Uses.~~

~~1. Hobby shops, relating to the hobbies of the occupants of the home and not operated for production and sales purposes;~~

~~2. Greenhouses operated by the occupants, provided the products will not be offered for retail sale on the premises except in the Neighborhood Commercial Overlay;~~

- ~~3.— Home occupations. See Chapter 19.57;~~
- ~~4.— Gardening and fruit growing not for commercial sale;~~
- ~~5.— General farming, which does not include the commercial feeding of livestock, if the zoning lot is five acres or more in size and meets the requirements outlined in Chapter 19.39 of this Code;~~
- ~~6.— Adult day care centers for up to eight individuals, not including the residents of the dwelling unit;~~
- ~~7.— Parks and playgrounds;~~
- ~~8.— Adult family homes and residential care facilities, up to six adults, when approved by the Washington State Department of Social and Health Services (DSHS);~~
- ~~9.— Temporary structures such as portable tents or canopies used by a business for an event or sale in the commercial neighborhood overlay. The event or sale shall be limited to seven days or less and all temporary structures must be removed within seventy-two hours of the sale or event.~~

~~E.— Conditional Permitted Uses in the Pepin Creek Senior Overlay Zones. The following property uses may be permitted in Pepin Creek Subarea zones by conditional use permit when recommended by the planning commission and approved by the city council consistent with Section 19.49.050.~~

- ~~1.— Public buildings and utility sub stations.~~

~~F.— Senior Overlay Development Standards. The development standards for developments utilizing the senior overlay are as follows:~~

- ~~1.— Senior Overlay Height, Density, Area, Coverage, and Bulk Requirements.~~

Zone	Minimum Lot Size	Maximum Density*	Maximum Lot Coverage	Maximum Height**	Maximum Stories
Senior Overlay Detached Single Family Homes	4000 sf	12 DU/AC	40%	32'	2
Senior Overlay Attached Single Family Homes	3000 sf	12 DU/AC	50%	32'	2
Senior Overlay Multi-family dwelling	1600 sf per unit	12 DU/AC	40%	40'	3
Senior Overlay Care Facilities	1 acre	30 DU/AC	40%	40'	3

* Residential densities are based on net land area.

** Any development within the senior overlay that is developed at densities above the maximum density allowed in the underlying zoning must be restricted, on the face of the plat, to persons age fifty-five and older.

Senior Overlay Setback Requirements

Setbacks	Senior Overlay Detached Single Family	Senior Overlay Attached Single Family	Senior Overlay Multi-Family Dwelling	Senior Overlay Care Facility
Front Setback				
— ROW to Porch (or Porte-cochere for Care Facilities)	8'	8'	15'	25'
— ROW to House or Facility	10'	10'	20'	30'
— ROW to Garage	25'	25'	25'	25'
— Green to Porch	4'	4'	10'	10'
— Green to House	6'	6'	10'	10'
Side Setback*				
— Minimum Side	7'	0' on attached sides, 10' on each unattached side	10'	50% of building height specific to each side
— Side Total	14'	20'	20'	50'
— Corner Lot	10'	10'	14'	
Rear Setback*				
— Alley Easement to	3'	3'	3'	NA

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Garage Side				
Garage Side to Property Line	5'	5'	5'	NA
Alley to Garage Door	21'	21'	21'	NA
Alley to House	15'	10'	20'	NA
To House	15'	10'	15'	30'

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† On corner lots one of the corners may be considered as a side yard, provided that the yard considered as a side yard shall not be less than ten feet.

2. Additional Senior Overlay Development Standards Provisions:

- a. The height of any building is measured from the approved average grade level as defined in Section 17.01.030 to the highest point of a structure; provided that appurtenances such as television antennas and chimneys are not considered part of the height.
- b. All setbacks are measured from the property line to the foundation. Eaves and cantilever bay windows may encroach into the setback a maximum of two feet. Structures covering decks and patios may encroach into rear setbacks as described in Section 19.16.070 or, for care facilities, half of the rear setback. Additional fire protection may be required for structures located within ten feet of each other. It is the property owner's responsibility to have the property lines clearly marked for inspection. Structural permits with setbacks submitted prior to April 1, 2019 are considered conforming and not subject to Section 19.35.030.
- c. Uncovered wood decks and raised concrete patios not over twenty four inches above grade at any point may be permitted within eighteen feet of the rear property line and five feet of the side property line. Deck privacy screening or fencing shall not be higher than eighty four inches above the lowest grade.
- d. Structures covering decks or patios are permitted within the rear setback provided that the structure: remains open on three sides; does not come within ten feet of the rear property line for detached homes within the senior overlay; does not encroach into the side yard setbacks of the underlying zone; and, the addition does not exceed the permitted lot coverage.

G. Standards for Detached Accessory Buildings:

- 1. To be considered a "detached" structure, the minimum distance between two structures shall be six feet measured from foundation to foundation with no projections greater than eighteen inches.
- 2. A detached accessory structure may not be built closer than six feet to the side or rear property line, except where a rear property line abuts an alley a structure may not be built closer than three

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~~feet to the rear property line. Structures which do not require a building permit per Chapter 15.04 must be setback a minimum of three feet to the side or rear property line.~~

~~3. Detached accessory structures on corner lots shall not be permitted nearer than ten feet to the side property line adjacent to the street.~~

~~4. The maximum height for all detached accessory structures shall be twelve feet, except for detached garages as noted below.~~

~~5. The maximum height of any detached garage shall be eighteen feet, provided there is no living space within the building. Detached garages with living spaces shall be subject to the standards for accessory dwelling units in Chapter 19.20. The roof pitch and siding on any detached garage shall be consistent with the primary structure on the lot, and the height of the building shall not exceed the height of the primary structure.~~

~~6. A secondary garage or shop shall be set behind the rear line of the house.~~

~~H. Senior Overlay Open Space Requirements:~~

~~1. Each lot must maintain a minimum of seven and one-half percent in open space.~~

~~2. Senior Overlay developments which exceed six units to the acre in net density must also provide common open space equal to ten percent of the developable parcel size. Common open space may be designed as a pocket park, courtyards, common green or access easement.~~

~~3. Common open space must meet the following requirements:~~

~~a. One two-inch caliper canopy tree is required for every one thousand square feet.~~

~~b. Spaces must be accessible to residents and suitable for passive or active recreational use.~~

~~c. Sidewalks or paths accessing the area must be a minimum of four feet wide.~~

~~d. The minimum lawn coverage of a common green area shall be seventy percent.~~

~~I. Senior Overlay Landscape Requirements: In addition to the landscaping requirements of Chapter 19.61 of this title, proposed multi-family development totaling more than two multi-family or attached single family units in this zone shall comply with Section 19.17.110.~~

(Ord. No. 1575, § A, 3-4-2019)

19.18.050 - Pepin Creek Commercial Overlay and Uses Established.

A. The commercial overlay provides opportunities for a variety of primary permitted uses in key locations. Commercial uses may be established under the following conditions:

1. Uses are subject to the development and setback standards for the underlying zoning.
2. Parking standards per Chapter 19.51 must be met however up to fifty percent of the required surface parking may be shared between commercial and residential uses which occupy the same structure if commercial uses are not considered nighttime uses per Section 19.51.090.
3. Commercial structures are subject to applicable design standards and the approval of the design review board.

B. The neighborhood commercial overlay provides opportunities for a variety of primary permitted uses in key locations. These include:

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1. Personal Services. This is to allow for businesses such as barbershops, beauty salons, day spas, laundry facilities, dry-cleaning, child or adult daycare, or others that would serve the subarea.
2. Sales of General Consumer Goods. This is to allow for retail sales of food, household goods, pet supplies, and other goods to residents in the subarea. The sales of goods geared toward a regional customer base, as determined by the planning director, are not allowed. Such regional uses include fuel sales, auto sales, large format stores, construction and landscaping materials, farm equipment. Outdoor storage associated with the sales of general consumer goods is also not allowed.
3. Restaurants and Cafes. Single lane drive-thrus which are screened and oriented away from the street are permitted.
4. Professional offices, banks and financial institutions.
5. Second story residential uses may be developed in conjunction with first floor commercial uses.

(Ord. No. 1575, § A, 3-4-2019)

does not meet one of the criteria, then they are not entitled to it. The PCs job is to make a judgement based on the code.

Also, this hearing won't be finished tonight. Another meeting should be scheduled. There is a lot to do here yet.

Diane V: When should we stop tonight? Bryan: let's just stop now. Blair concurs. Gerald: suggests that we really look at the criteria specific to each reduction request. Diane V – should we continue to get public input? Bryan: we are to the question stage so we should close to public input. B Carmicheal: suggest that PC should be able to ask questions to staff, proponent, or opponent. D Veltkamp: there should be time for the opponent to weigh in on the criteria. D Traxler: she will not be available the first week of April.

Next meeting: April 15 – 7:00 pm. Close the record to further public input expect to answer questions from the commission. Motion by Blair Scott. Second by Bryan. Motion passed.

B. Amendment to LMC 16 and 19 to implement the Pepin Creek Sub-Area Financial Mitigation Strategy (Legislative)

Executive summary: Gudde introduces the item and desire to update portions of City code to align with recent design developments associated with Pepin Creek Lite and the efforts that are moving forward on that project. Council recently passed a resolution of intent to move the project forward with the goal of releasing the moratorium later this year. These amendments align with that resolution and are a step in that direction. The resolution is also clear to have a check-in on occasion to review how we are doing. Is it being built out as expected? Are we tracking regarding collecting fees, etc?

Mike Martin – These amendments and the continuing discussion Council desire for new development to pay for itself.

Questions from commission:

Tim Faber: Discusses a scenario and how will that work: someone wants to buy 1 acre and divide it but only build one house on it. Capture density fee for the minimum density on that acre but can they build on just one of the lots?

Blair Scott: Could they buy two lots and do a LLA adjustment to put a house on middle?

Heidi Gudde: Yes, they could the TIF would have already been collected at the time of plat but they will still need to abide by the code for subdivision, zoning setbacks, etc. Technically, they could not build a house that crosses property lines.

Tim Faber: Are the zones included the only ones in the Pepin Creek Subarea? Yes, this minimum density is only relevant in the PCSA. What about a potential rezone? They would still be subject to the minimum density.

Diane Veltkamp: Senior Overlay: Language was struck out as the Subarea Plan was adopted. Staff missed a strike out in "Transition Area Standards". Staff will correct.

Tim Faber: The Pepin Lite exhibit. When does this occur or will this change? Heidi – this is the design that is moving forward.

Blair Scott: Could Pepin Parkway become the new roadway for north Benson and south DD? Very possible.

Blair Scott: moved to close the public portion of the hearing. Tim F. second.

No further questions.

Tim F makes the motion: To recommend to City Council the amendments to LMC Chapt 16 and 19, consistent with the Council's Resolution of Intent, which lowers the SEPA threshold and establish minimum density requirements within the Pepin Creek Subarea, removed reference to the Senior Housing Overlay, and references the Pepin Creek Subarea as part of the City's SEPA substantive authority in LMC 16.05.160. Blair seconds. Motion passes.

6. ADJOURNMENT

Next meeting April 15, 7pm to continue Cedarbrook.

Then normal meeting on April 22 – Blair Scott will be absent.

Tim F. motions to adjourn. Bryan second. Motion passes.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 9, 2021	
Name of Agenda Item:	Public Works Committee Meeting Minutes May 05, 2021	
Section of Agenda:	Approval of Minutes	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
May 05, 2021 Draft Public Works Committee Meeting Minutes		
Summary Statement:		
Draft minutes for the May 05, 2021 Public Works Committee meeting.		
Recommended Action:		
For Review		

CITY OF LYNDEN

PUBLIC WORKS DEPARTMENT

Main Number: (360) 354-3446



Public Works Committee Meeting Minutes

Microsoft Teams Virtual Meeting
City Hall - 300 4th Street
4:00 PM May 05, 2021

Call to Order

Roll Call

Members Present: Mayor Scott Korthuis, Councilor Gary Bode, Ron De Valois, Jerry Kuiken

Staff Present: Public Works Director Steve Banham, Programs Manager Mark Sandal, Sr. Admin. Assistant Miriam Kentner

Public Present: Gary Vis, Ron Hanson, Eddy Martin, Vicki Lockhart, Jesse Nelson

Action Items

1. **Approve Minutes from April 7, 2021**

De Valois motioned to approve the minutes and Kuiken seconded the motion.

Action:

The minutes from April 7, 2021 were approved.

2. **Access from Mural Building into 7th Street Parking Lot**

Banham presented the draft amendment to the existing 'Airspace Encroachment Easement Agreement' between the City and Porch Swing Properties, owners of the Mural Building at 606 Front Street. This amendment, prepared by the City Attorney per the direction of the Committee at the April 2021 meeting, provides for a second emergency access to the City's parking lot per building code. The first two parking spaces will be changed to "compact" to allow for the owner to construct a five-foot-wide concrete walkway to Front Street for safe emergency egress. As consideration for this larger easement the owner is installing and operating an electric vehicle charging station available to the public.

Hanson explained to the Committee that decreasing the parking stall space by 31 inches will meet compact car standards and allow the five-foot walkway to meet minimum ADA standards.

Action:

The Public Works Committee recommended forwarding the easement to City Council for approval once Hanson has submitted a legal surveyed property description and exhibit suitable for recording which would be recorded with the agreement if approved by Council.

3. **Foxtail Street Extension Latecomers Agreement Draft Assessment**

Banham presented the Foxtail Street Extension Latecomers Agreement Draft Assessment based on actual construction costs.

A ribbon cutting is tentatively scheduled for May 24th.

Action:

The Public Works Committee concurred to recommend that staff meet with the affected property owners prior to sending the official letters notifying them of the proposed Foxtail Street Latecomer assessment amounts and allowing them to call for a public hearing with City Council if they so desire.

4. Overflow Taps Outdoor Seating Proposal

Jesse Nelson, owner of Overflow Taps, presented area photos and a request to expand outdoor seating along the sidewalk on 5th Street. This extension would also require the relocation of two bike racks just outside the tap house. The Committee discussed the possible impact of the request and the current Sidewalk Obstructions Code 12.28.010 (Ord. 812, A(Part), 1989) presented by Banham. Nelson originally asked for allowance of 36 inches (or 3 feet) from the curb, but the Committee stated that, per code, the City must allow a minimum 60 inches (or 5 feet) from the curb. Nelson agreed that this was acceptable. Vis noted that there were other provisions of this code that needed to be amended which were outdated. Nelson indicated that he is working with the DBA President, Ken Stapp, to find a suitable location to relocate the bike racks.

Action:

The Public Works Committee concurred to allow the expansion of the Overflow Taps seating area, maintaining a five-foot sidewalk opening. Additionally, they requested that staff modify the Sidewalk Obstructions code to clarify the required specifications related to outdoor seating. The Committee reminded Nelson that City insurance requirements must be met and the tree located on the sidewalk should not be disturbed.

Information Items

5. Puget Sound Energy Road Closure on West Main Street

Sandal presented the information sent out to customers from Puget Sound Energy about necessary system upgrades due to berry processing facilities. This work will result in a road closure on West Main Street from May 10 to 13.

6. Airport Tree Survey

The Committee discussed the results of the most recent airport tree survey. Banham explained that some trees will need to be trimmed as they do not meet the minimum clearance as required by the City vegetation ordinance for the properties in the flight path. Staff will discuss the results with the Woodfield Village HOA president.

7. Whatcom Conservation District Educational Outreach - Spring, 2021

The Committee discussed the planned outreach by the Whatcom Conservation District on behalf of the Whatcom Clean Water Program. This program will encourage residents to take measures to keep waterways clean as recent water quality tests have shown high fecal bacteria in portions of Drayton Harbor and Portage Bay shellfish growing areas.

Additionally, Banham presented a map showing on-site septic systems within City limits and their recent inspection status. Staff will be working in cooperation with the Whatcom Conservation District and the Department of Health to reach out to these owners to encourage them to evaluate the on-site septic systems. If they are having difficulties with their systems, the City will make them aware of the City's Septic to Sewer incentive program and encourage them to connect to City sewer.

8. Left Turn Designator at Front & 19th Streets Intersection

Sail Electric has ordered parts for this intersection upgrade that will add protected left turn cycles for east and west bound vehicles. Once received and installed, City of Bellingham will program the signal operation per the Interlocal Agreement.

9. Planned 2021 Grant Applications

STBG (WCOG) – Benson Road (May)
 EDI (Whatcom County) – West Front Street (May)
 TIB Pedestrian – Bradley Road (August)
 DOE Stormwater – 9th or 10th Street (September)

10. KOA Stormwater Pond Issues

Eddy Martin and Vicki Lockhart, representing Lynden KOA, presented their concerns to the Committee regarding shoreline erosion in the KOA's ponds which they attribute in part to City stormwater drainage coming from upstream development during high rainfalls. Lockhart stated that she has seen increased flooding every year since the upstream stormwater detention system was built. The Committee discussed that the City's detention pond capacity has diminished over time due to heavy sediment and vegetation at the bottom of the pond. Martin and Lockhart asked if the City could reduce the stormwater coming to the KOA property. The Committee asked staff to review the design and operation of the City stormwater detention pond northwest of Bernice Vossbeck Elementary School (upstream of the KOA ponds) to determine if the flow might be further restricted during heavy rainfall event.

New Business:

11. Front Street Directional Signage

Bode suggested a need for advance directional signage on Main Street (east- and west-bound) directing traffic to Front Street at 17th and 19th Street since 17th, is hard to see and many vehicles continue to use Village Drive to get to Fairway Center and Front Street.

12. Vinup and Edgewater Crosswalk

Mayor Korthuis was contacted by a resident who asked for a crosswalk to be installed at Vinup Road and Edgewater Drive. Korthuis also is bringing the request to the Public Safety Committee. The Committee discussed pedestrian safety and the limited crosswalks on this major collector street. They agreed to support a crosswalk at this location if also supported by Public Safety.

13. Interlocal Agreement , Lynden Levee repair

Banham presented a draft Interlocal Agreement between the City of Lynden and the Whatcom County Flood Control Zone District for Lynden's budgeted contribution of \$20,000 to the Lynden Levee Channel Realignment Project. The agreement also addresses easements and future operations and maintenance. Work will occur just west of the Wastewater Treatment Plant and Water Plant backwash pond. This project will install a floodgate to provide better protect the City water and sewer facilities and is being performed by a Whatcom County contractor and the Army Corp of Engineers.

Adjournment: The meeting was adjourned at 5:34 p.m.

Next Meeting: June 9, 2021

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 7, 2021	
Name of Agenda Item:	Community Development Committee Minutes of 5-19-21	
Section of Agenda:	Approval of Minutes	
Department:	Planning Department	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
Draft Meeting Minutes of Community Development Committee May 19, 2021		
Summary Statement:		
Draft CDC Minutes of 5-19-2021 attached for review.		
Recommended Action:		
Council review.		

CITY OF LYNDEN



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

COMMUNITY DEVELOPMENT COMMITTEE MINUTES

4:00 PM May 19, 2021
2nd Floor Conference Room, City Hall

1. ROLL CALL

Council Members: Gary Bode, Brent Lenssen, Kyle Strengholt, Mayor Korthuis

Staff: Mike Martin, Steve Banham, Heidi Gudde

Chamber of Commerce: Gary Vis

Guests: Dean Francis, Kathy Stanford

2. APPROVAL OF MINUTES

- a. Community Development Committee Meeting 4-21-21 Minutes approved as presented.

3. DISCUSSION ITEMS

- a. Pepin Creek Development Update - Gross vs Net Density Discussion
 - Dean Francis, a prospective developer, shared with the CDC his concepts for developing a piece of property with 4-plexes (zoned RM-3 adjacent to the future park) within the Pepin Creek area. He also shared the challenges that he was facing as he got farther into the due diligence process. Concerns included wetlands as an obstacle to minimum density, the uncertainty of the moratorium, challenges of handling stormwater in this area. Francis noted that he will not have a final wetland determination on the property until it can be surveyed during the wet season.
 - Net density. Gudde shared with CDC that amendments to title 16 and 19 regarding minimum density and SEPA thresholds will be coming forward to the City Council. A specific discussion about how to calculate these densities, for example, removing wetlands and their buffers from the calculation may be a consideration that the Council makes. The code is currently drafted as calculating minimum density based on gross area.
 - Creative housing. Conversely, Gudde also noted that minimum densities may require developers to get more creative. This might include PRD's that allow for three story buildings – more apartments (in RM-3 zoning) rather than townhome sort of housing types so that minimum densities can be achieved. If minimum

densities are not being acquired, it may be because the zoning and the housing product are mismatched. For example, the housing type Dean Francis is looking to create is a good fit for RM-PC where the minimum density requirement is 6 units per acre rather than 8 units per acre on RM-3.

- Housing type and building height was discussed.
- Dean Francis advocated for net usable land after reasonable mitigation.
- Group also discussed the possibility of wetland areas on City owned property. Park and area under the Pepin Parkway also needs additional wetland study to determine any needs for mitigation.
- Kathy Stanford, representing the current owner of the property in question, is also concerned about the possibility of wetlands on this property.
- Gudde noted that concepts for wetland banking or advanced wetland mitigation may be an option for facilitating growth within the sub-area. R&E and Bob Carmichael both have experience in this area and would be good resources if the City wanted to create in-city mitigation areas so that Pepin wetlands could be filled. Off site mitigation at the Lummi wetland bank is no longer an option as this bank has been closed.

Conclusions: Staff to research how much wetland area was assumed when we did our target unit counts for the Pepin Creek Sub area.

Code amendment regarding minimum densities to include some additional options regarding defining gross vs net densities when it comes forward to Council in June.

Wetland work to be added to the Benson Park scope especially the 100 feet that would accommodate the Pepin. Staff to bring to Council some guidance on calculations of density with the minimum density requirements.

Advanced wetland mitigation (wetland banking) a favorable idea as it relates to development in the Pepin Creek Sub-Area and should be added as an item for staff to research.

- Update to the Transportation Impact Fee – Transpo

Banham gave an update on the work that Transpo has been doing to update the City-wide TIF and the Pepin Subarea TIF

Pepin Lite projects estimate has been revised by R&E to remove the utilities from the estimates.

Conclusions: Discuss again at the June CDC just prior to this item going to Council on June 21.

b. Building Division – Architecture and Engineering Requirements

- Discussed requirements needed and the thresholds for the use of engineer and / or architect. The group talked about implications to the building community but also the liability that the City is assuming by not requiring engineering.
- Gudde clarified that the City’s building official will still be determining if engineering is needed for homes that are less than 4,000 sf rather than automatically requiring engineering.

Conclusions: Staff to implement engineering and architectural requirement (more strictly) beginning July 15, 2021. Notice will be given to builders and published on the City’s website.

c. West Lynden Annexation

- Discussion related to annexation in the west Lynden area and other areas of potential UGA growth.
- In 2025 the Whatcom County Comp plan will be updated and discussion should be considered as this approaches.

Conclusions: CDC members were in favor of considering an annexation here. Staff and the Mayor to discuss options regarding a City-led annexations vs an effort led by private party.

4. INFORMATIONAL ITEMS

- a. Next CDC Meeting scheduled for June 23. However, Heidi will be out of town and critical Pepin Creek items would go to Council on June 21. A CDC meeting earlier in the month would be beneficial. **CDC decided to revise the next meeting date to June 16.**

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	June 7, 2021	
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	

June 7, 2021

Monday

7:00 PM - 9:00 PM

City Council Meeting -- To Be Determined

Microsoft Teams meeting

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June 8, 2021

Tuesday

8:30 AM - 9:30 AM

Leadership Team Meeting -- To Be Determined

June 9, 2021

Wednesday

All Day

Possible Jury Trial -- Annex Council Chamber; Annex North East Conference Room; Annex South East Conference Room; Annex East Training Room

9:00 AM - 10:00 AM

Meeting: Mark/Mike -- Mike's Office

4:00 PM - 6:00 PM

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

Public Works Committee Meeting meets Wednesday at 4:00 pm

We look forward to seeing you in person at City Hall in the upstairs Conference room **or** by joining virtually with Microsoft Teams by clicking the link below.

Microsoft Teams meeting

Join on your computer or mobile app

June 9, 2021 Continued

Wednesday

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7:00 PM - 9:00 PM

Park and Rec. District Meeting -- Annex South East Conference Room

June 10, 2021

Thursday

4:00 PM - 5:00 PM

Public Safety Committee Meeting -- Microsoft Teams Meeting

Microsoft Teams meeting

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7:00 PM - 9:30 PM

Planning Commission Meeting -- Microsoft Teams Meeting

June 10, 2021 Continued

Thursday

Microsoft Teams meeting

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June 11, 2021

Friday

10:00 AM - 11:00 AM

Meeting: Steve/Mike -- Mike's Office

June 14, 2021

Monday

9:00 AM - 10:00 AM

Meeting: Vern/Mike -- Mike's Office

June 15, 2021

Tuesday

4:00 PM - 5:00 PM

Civil Service Meeting -- City Hall 1st Floor Large Conference Room or online
Please see information below for Online or Telephonic attendance.

Microsoft Teams meeting

June 15, 2021 Continued

Tuesday

Join on your computer or mobile app

[Click here to join the meeting](#)

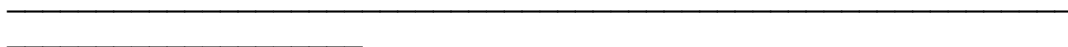
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June 16, 2021

Wednesday

All Day

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

4:00 PM - 5:30 PM

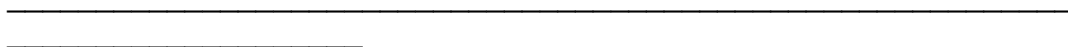
Revised Date: Community Development Committee Mtg -- City Hall 2nd Floor Conf Room

June 17, 2021

Thursday

2:00 PM - 4:00 PM

Technical Review Committee -- Microsoft Teams Meeting



Microsoft Teams meeting

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June 17, 2021 Continued

Thursday

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June 21, 2021

Monday

3:00 PM - 4:00 PM

Finance Committee Meeting -- Microsoft Teams Meeting

Finance Committee Meetings are being held via Teams due to COVID precautions

Microsoft Teams meeting

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4:00 PM - 5:00 PM

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

June 21, 2021 Continued

Monday

116

7:00 PM - 9:00 PM

City Council Meeting -- To Be Determined