



Mayor
Scott Korthuis

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

City Council Agenda - Regular Meeting
City Hall Annex, 205 4th Street
March 16, 2020

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Approval of Minutes

1. Draft Council Minutes- Regular Meeting- March 2, 2020

Items from the Audience Scheduled

2. Presentation: 2020 Census Information

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

3. Interlocal Agreement with City of Bellingham for Vactor Waste Facility Use
4. Professional Service Agreement – BOSTEC, Inc.
5. Client Service Agreement- Pinnacle

Public Hearing- None

Unfinished Business

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

New Business

- [7.](#) Reinstate Parks Maintenance Supervisor Position
- [8.](#) Interim Countywide Planning Policy Interlocal Agreement

Other Business

- [9.](#) Public Safety Draft Minutes- February 12, 2020
- [10.](#) Draft-Public Works Committee Meeting Minutes March 4, 2020
- [11.](#) Calendar

Executive Session

Adjournment

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 16, 2020	
Name of Agenda Item:	Draft Council Minutes- Regular Meeting	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: N/A	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes- Regular Meeting	
Summary Statement:	Draft Council Minutes- Regular Meeting	
Recommended Action:	For Council review.	

CITY OF LYNDEN

CITY COUNCIL MINUTES OF REGULAR MEETING



March 2, 2020

1. CALL TO ORDER

Mayor Korthuis called to order the March 2, 2020 regular session of the Lynden City Council at 7:00 p.m. at the Lynden City Hall Annex.

ROLL CALL

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

Mayor Korthuis administered the Oath of Office to Police Officer Alex Pluschakov. Police Chief Steve Taylor briefly introduced Officer Pluschakov and welcomed him to the City of Lynden's Police Department.

APPROVAL OF MINUTES

Councilor De Valois moved and Councilor Wohlrab seconded to approve the regular council minutes of February 18, 2020 and the special council minutes of the Community Development Committee of February 19 with correction of the two errors noted by Councilor De Valois. Motion approved on a 7-0 vote.

ITEMS FROM THE AUDIENCE

Scheduled: None

CITY OF LYNDEN



CITY COUNCIL
MINUTES OF REGULAR MEETING

Unscheduled: Jude Gray, 206 2nd Street, Lynden, WA

Ms. Gray spoke to a question raised at the Planning Commission meeting regarding the RB Development on the Heritage Park project. The question was whether there have been any studies regarding the need for senior housing. Ms. Gray then discussed the two buildings over by the golf course that were designed for residents that were 55. The project failed because they were unable to find seniors willing to rent those apartments.

City Attorney Bob Carmichael reminded council that this matter is not yet before them. It has not yet been signed by the Planning Commission. What was just discussed is purely informational and not to be considered in the council decision because the matter is not before council.

2. CONSENT AGENDA

Approval of Payroll Disbursed – February 16 through February 29, 2020

Paychex EFT	\$277,663.15
City of Lynden EFT.....	\$62,260.40
Warrant Liability	\$57,910.63
Subtotal	\$397,834.18
Paychex EFT Liability	\$6,087.61
Total EFT & Other Liabilities	\$403,921.79

Approval of Claims – March 6, 2020

Manual Warrants No.	<u>74850</u>	through	<u>74854</u>		\$25,817.17
EFT Payment Pre-Pays					\$59,044.16
				Sub Total Pre-Pays	\$84,861.33
Voucher Warrants No.	<u>74855</u>	through	<u>74896</u>		\$77,229.31
EFT Payments					\$0.00
				Sub Total	\$77,229.31
				Total Accts. Payable	\$162,090.64



Resolution No. 1019 Authorizing the Acceptance of Whatcom County Economic Development Investment Program Grant and Loan Funds to Improve West Front Street to City Arterial Standards

The City of Lynden is pursuing a combination grant/loan from Whatcom County's Economic Development Investment (EDI) Fund for the reconstruction of west Front Street to City arterial standard. This street is a federally classified street and identified as a City "impact fee funded" street.

Local governments may apply to Whatcom County for EDI funds to construct publicly owned infrastructure, facilities, and related improvements. EDI funds are intended to encourage the creation or retention of private sector businesses and jobs in Whatcom County. Staff believes

EDI funding is an appropriate source for the west Front Street improvements since there is planned development in 2020 on this substandard street per the development agreement recently approved for Front Street Station.

Resolution No. 1019 will demonstrate to the Whatcom County Council the support of the Lynden City Council for this street improvement project and the City's commitment to repay the loan using a combination of TBD, Impact Fees and General Funds.

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

3. PUBLIC HEARING

Ordinance No. 1604-Extension of the Pepin Creek Moratorium

The Pepin Creek moratorium has been in place since September of 2016. It was established in recognition of significant constraints associated with what is now known as the Pepin Creek Sub-area. The City has undertaken significant efforts to examine these constraints and develop solutions which would allow for growth in this area. Since then the City Council approved the Pepin Creek Sub-Area Plan and Comprehensive Plan amendment that addresses circulation, open space and assigned land use and zoning within the area.

Additionally, because of the significant infrastructure improvements associated with the creek re-alignment and the improvement of Benson and Double Ditch Roads, Council has recognized that work must be undertaken in a phased approach and planning efforts continue.



As these final elements are defined and executed, City staff recommends that the Council extend the moratorium an additional 6 months from March 9, 2020 to September 2020.

Mayor Korthuis opened the Public Hearing at 7:13 p.m.

There were no comments.

Mayor Korthuis closed the Public Hearing at 7:13 p.m.

Councilor Lenssen moved and Councilor Laninga seconded to approve Ordinance No. 1604, extending by six months, the existing moratorium of development on those properties previously identified within the Pepin Creek Subarea. Motion approved on a 7-0 vote.

4. UNFINISHED BUSINESS

Ordinance No. 1601 – Comprehensive Plan Amendment 19-01 (Pepin Creek)

The City of Lynden amended its Comprehensive Plan in December of 2018 to create the Pepin Creek Sub-Area. At that time the Future Land Use Map was also amended to reflect the arrangement of low and medium residential density proposed within the draft of the Pepin Creek Sub-Area Plan.

Since that time the zoning layout of the Pepin Creek Sub-Area was altered. The amendment to the Comprehensive Plan proposed at the end of 2019 updates the Future Land Use Map to correspond with these revisions. On December 16, 2019 the City Council reviewed the Planning Commission's recommendation and took public comment on the amendment.

The Council subsequently voted to approve the change. Since then the review period with the Department of Commerce has concluded without comment and Planning staff has drafted the attached Ordinance No. 1601.

Councilor Lenssen moved and Councilor Strengholt seconded to approve Ordinance No. 1601 amending the City's Comprehensive Plan to reflect land use changes consistent with the Pepin Creek Subarea plan as presented and authorize the Mayor's signature on the documents. Motion approved on a 7-0 vote.

Ordinance No. 1600 – Pepin Creek Subarea Plan

In September of 2018 the City released a draft of the Pepin Creek Subarea Plan (PCSA). The intent of the plan is to develop a guide for future growth patterns appropriate for the Lynden



community. Given the projected costs of infrastructure in the Pepin Creek Subarea, City staff explored alternate circulation routes and conducting traffic studies to test alternate designs. As a result, the draft Subarea plan was revised. Revisions included a new street layout and adjustments consistent with zoning code amendments adopted in March of 2019.

On November 21, 2019 a public hearing was held before the Planning Commission. The resulting recommendation from the Commission was for approval with specific considerations outlined for the City Council.

On December 12, 2016 the City Council reviewed the Commission's recommendation and heard public testimony. The hearing concluded with a vote to approve the Sub-Area plan with specific conditions related to the area's circulation pattern. The plan reflects these revisions. Subsequently, the review period with the Department of Commerce has since concluded without comment on the document. Ordinance No.1600 has been drafted and is before Council for review.

Councilor Lenssen moved and Councilor Strengholt seconded to approve Ordinance No. 1600, adopting the Pepin Creek Subarea Plan as presented and authorizing the Mayor's signature on the document. Motion approved on a 7-0 vote.

5. NEW BUSINESS

Amendment to Downtown Residential Parking Agreement – 610 Front Street

Property owners of 610 Front Street (the liquor store location), now known as Porch Swing Properties, LLC, are developing plans for a significant renovation of the existing building. Parking requirements have been a concern as the renovation would add two additional floors for residential use to a building that is constructed to the property line and located within the Historic Business District.

On September 3, 2019 the City Council approved a parking agreement which would provide a parking easement and assigned a value to the necessary code required parking stalls. In addition, the parking agreement offered as many as 6 annual parking passes at a rate set out by the agreement and subject to adjustment.

The building owners have continued the planning and design process on this project and found that an additional unit, for a total of 7 units, would fit within the building renovation. Additionally, because the first-floor unit is required to be ADA accessible and provide a handicapped parking space, the three on-site spaces planned for the building's garage was



reduced to two. As a result, an amended parking agreement has been proposed which would accommodate a parking easement for 5 parking spaces, rather than 3, and permit the issuance of as many as 7 annual parking permits, rather than 6.

All residential parking is to occur within the three downtown parking lots noted in the agreement. The City's legal counsel created the parking agreement for the Council's consideration which would replace the previously approved agreement. The property owner has assumed legal costs associated with amending the agreement.

Councilor Lenssen moved and Councilor Strengholt seconded to approve the amended downtown residential parking agreement with Porch Swing Properties, LLC, the owners of 610 Front Street and to approve the Mayor's signature on the agreement. Motion approved on a 7-0 vote.

Air Space Encroachment Easement Agreement – 610 Front Street

The property owners of 610 Front Street (Front Porch Swing LLC) are developing plans for a significant renovation of the existing building. The renovation would add two additional floors and 7 residential units. Notably the western façade of this building is the location of a well-known mural sponsored by the Lions Club.

The owners seek to preserve / restore this mural, but it is located on the property line in an area that allows for zero lot line construction. The Council agreed that mural preservation was important and on September 3, 2019 approved a restrictive covenant that affects the City-owned parking lot immediately to the west. The Covenant prevents construction along a 10-foot swath on the City property immediately adjacent to the mural.

The building owners have continued the planning and design process on this project and desire that some architectural features of the building addition encroach into the City's property by as much as 12 inches. These encroachments, such as windowsills and parapets, are located on upper stories above the mural. Although a restrictive covenant is in place that prevents adjacent construction, encroachments were not addressed or permitted in the previous agreement.

With support from the Community Development Committee the property owner has requested the agreement for an air space encroachment. The property owner has assumed legal costs associated with the writing of the agreement.



Councilor Lenssen moved and Councilor Bode seconded to approve the air space encroachment agreement with the property owner of 610 Front Street affecting the City's parking lot property located at the intersection of Front and Seventh Streets and to authorize the Mayor's signature on the document. Motion approved on a 7-0 vote.

6. OTHER BUSINESS

Council Committee Updates

Councilor Lenssen reporting for the Community Development Committee with involved discussion of:

- Meeting on March 26 concerning Pepin Creek Lite
- Meeting on April 8 also related to the Pepin Creek Lite

Councilor Bode reporting for the Public Works Committee which involved discussion of:

- Rates for mobile home sewer hookups
- Insurance for utility service from meter to home – the city would not authorize the use of the city name
- Water line hook-up for a local church

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

- EOC Covid-19 briefing (A few of the items discussed):
 - No confirmed cases in Whatcom County – 2 people are under supervision
 - Whatcom County Health Department is expecting that will be confirmed cases locally
 - Symptoms are generally a fever, dry cough and fatigue, some will have no signs or symptoms at all
 - Currently there is no vaccine
- Councilor Wohlrab will provide all the information discussed at the meeting to the city administrator for distribution to staff.

CITY OF LYNDEN

CITY COUNCIL
MINUTES OF REGULAR MEETING



7. EXECUTIVE SESSION

Council did not have an executive session.

8. ADJOURNMENT

The March 2, 2020 regular session of the Lynden City Council adjourned at 7:45 p.m.

Pamela D. Brown, MMC
City Clerk

Scott Korthuis
Mayor

DRAFT

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 16, 2020	
Name of Agenda Item:	Presentation: 2020 Census Information	
Section of Agenda:	Items from Audience: Scheduled	
Department:		
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: None
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	None	
Summary Statement:	<p>Whatcom Counts Complete Count Committee (WCCC) is sponsored by WCOG, and co-chaired by Whatcom Community Foundation and Opportunity Council.</p> <p>Sara Bernardy, Census Coordinator coordinates education and outreach about the upcoming Decennial Census, partnering with local governments, businesses and non-profits, schools, faith-based and community organizations to help get the word out.</p> <p>April 1st is Census Day and it is absolutely critical that we ensure our communities are aware and understand how important it is that we obtain a complete and accurate count.</p>	
Recommended Action:	Presentation only, action not required.	



2020 CENSUS 101 FOR COMMUNITY LEADERS

What You Need To Know



Everyone Counts:
April 1, 2020 is Census Day

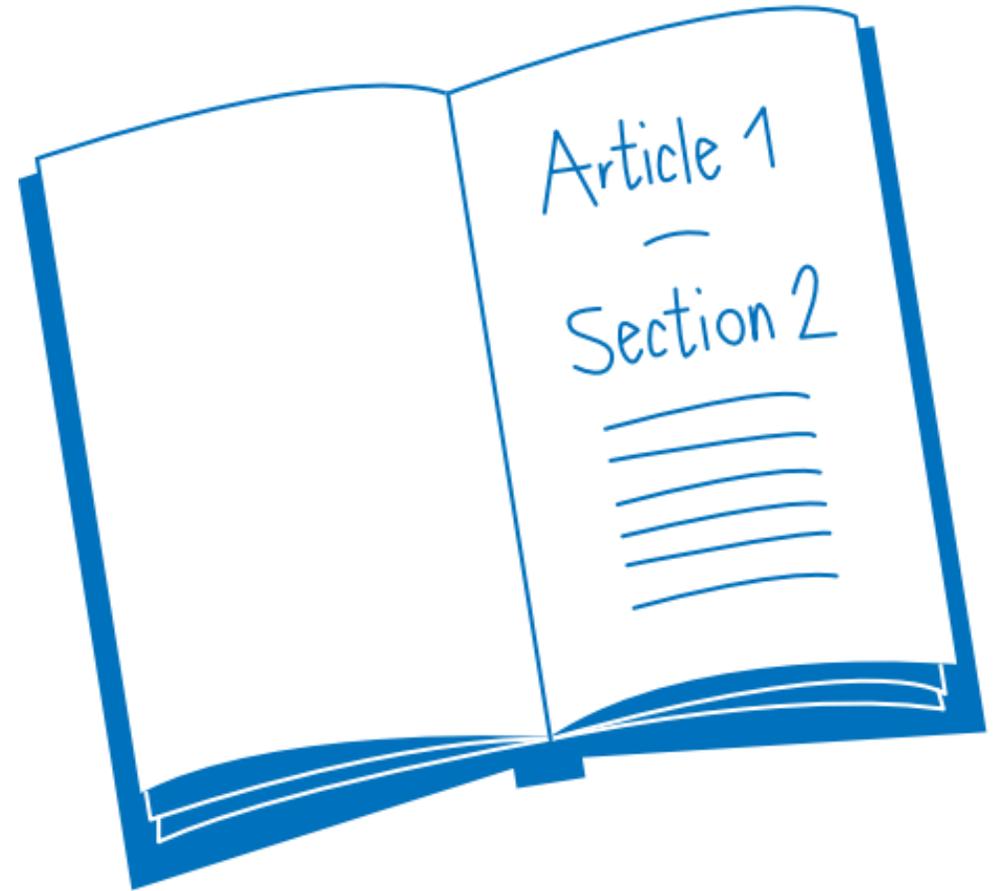
The Census counts every person living in the U.S. once, only once, and in the right place.

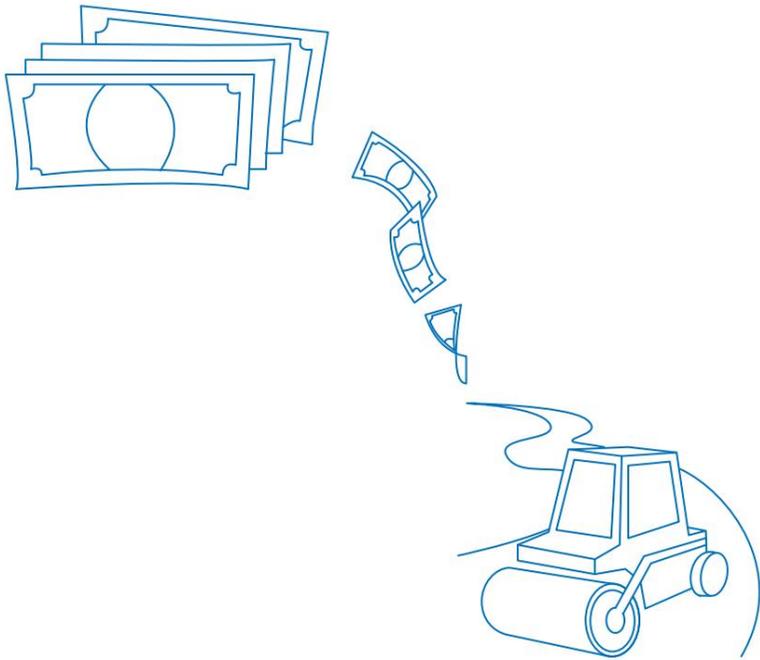


Why do we have a Census?

The U.S. Constitution mandates that everyone in the country be counted every 10 years.

The first Census was in 1790

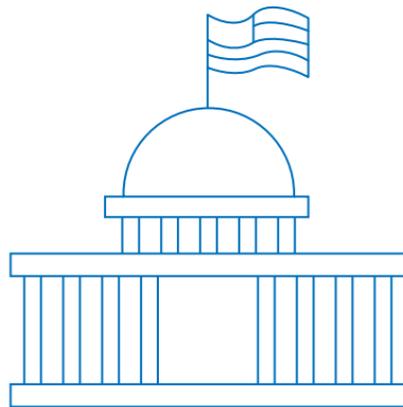




Why do we have a Census?

Distribution of more than \$675 billion in federal funds to states, counties, and communities each year for the next 10 years!

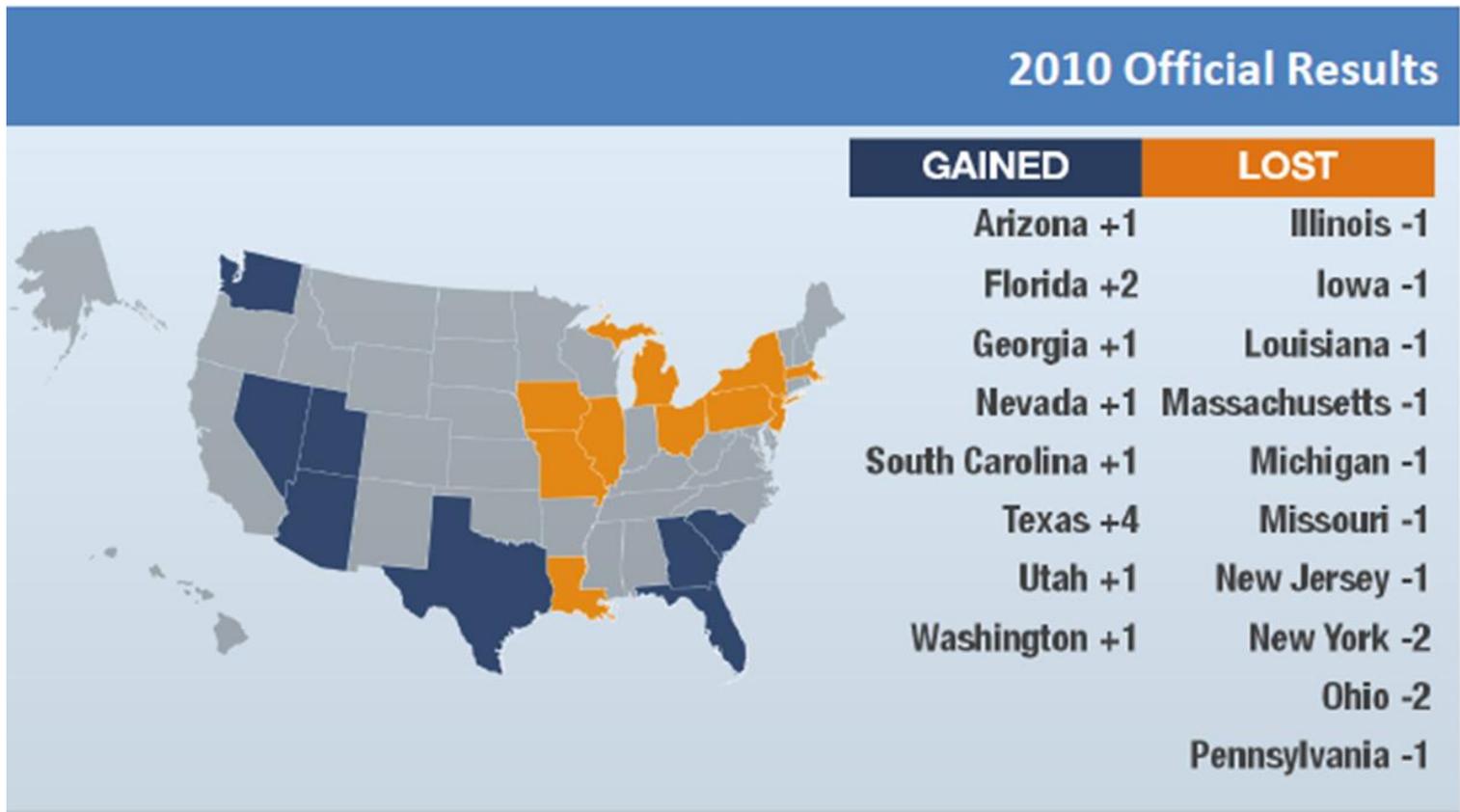
Approximately \$2400 per person, per year for 10 yrs



It's about fair representation! The Census results are used to reapportion the 435 seats in the House of Representatives, determining how many seats each state gets.

Washington gained a seat in 2010!

Representation in Congress



The Census determines the Distribution of Federal Funds

Medicaid

SNAP/WIC

Planning for roads, transportation,
and emergency

Education/Pell Grant

Housing Vouchers/Section 8

Head Start

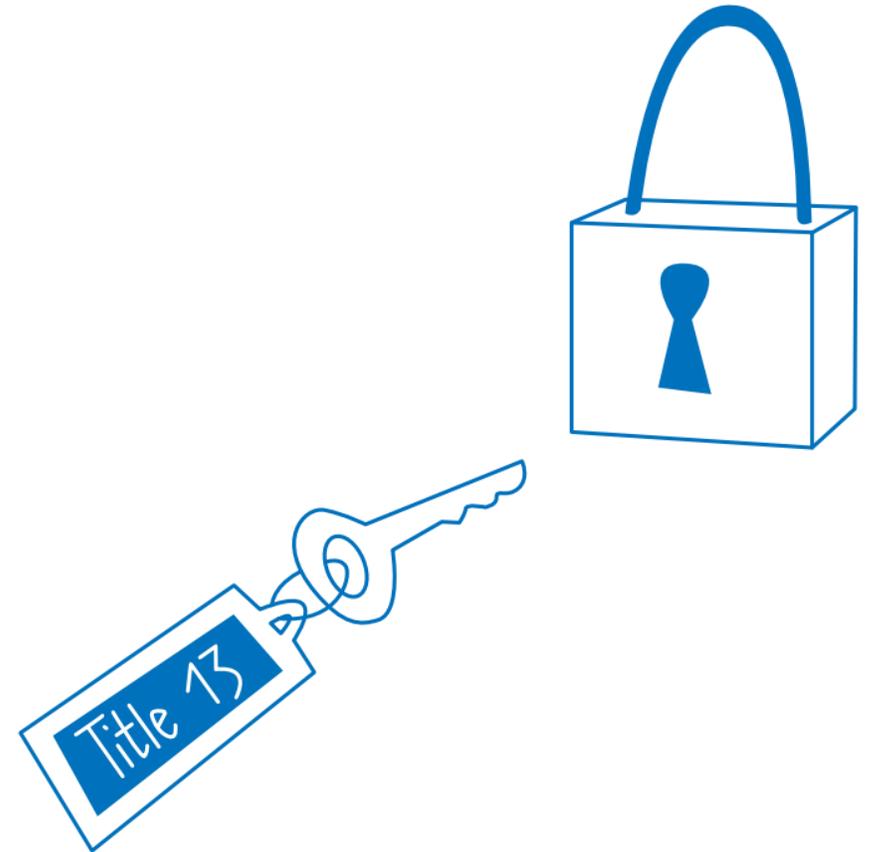


**The law is clear—no
personal information
can be shared.**

**YOUR
INFORMATION IS
PROTECTED BY
LAW**

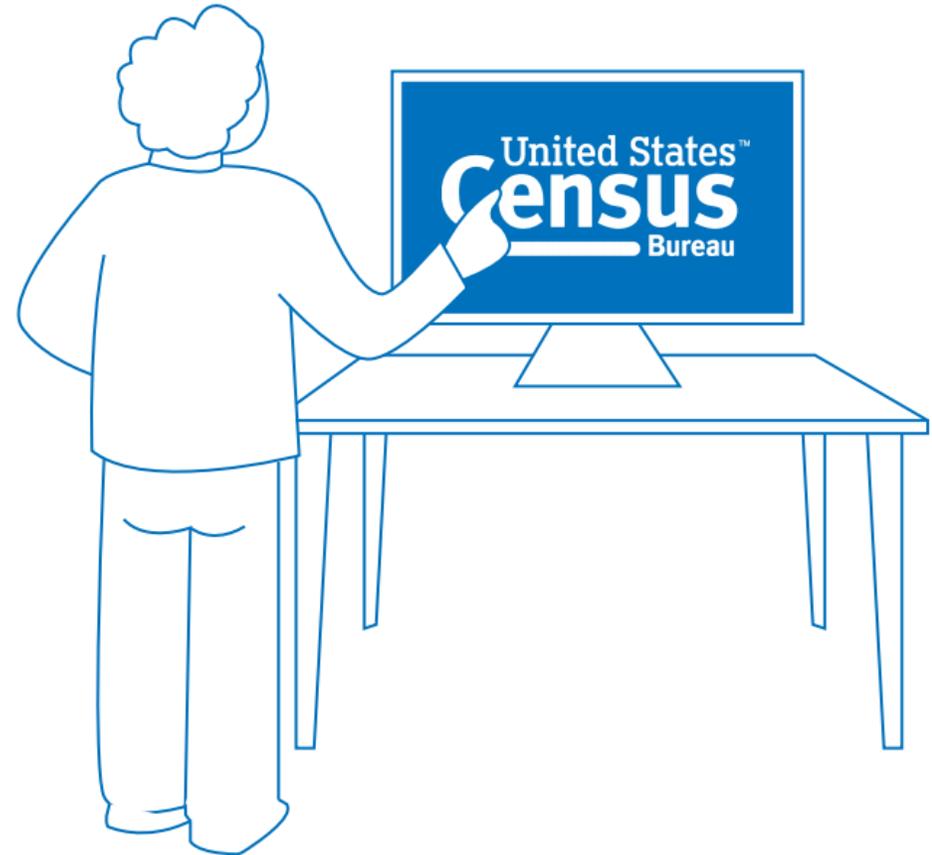
Title 13 ensures the protection of your data

- Law states that information collected can only be used for statistical purposes
- Your responses cannot be used against you by any government agency or court in any way! Not by the FBI, Homeland Security, and not by the US Immigration Customs Enforcement (ICE)
- All Census Bureau staff take a lifetime oath to protect your personal information
- **Penalties for wrongful disclosure** – 5 years in prison and/or \$250,000 in fines



The 2020 Census will be easy to answer

- Easy to answer individually:
 - Internet
 - Telephone
 - Paper form
- Field workers will use cell phones and electronic devices
- It will be in Spanish and English
- 12 languages by phone
- Language guide of 59 other languages



What are the 10 questions of the 2020 Census?

1. Address (Rent/Own)
2. Phone Number
3. Number of people living at the address
4. Name
5. Sex
6. Age and Date of Birth
7. Race
8. Hispanic, Latino, or Spanish Origin
9. Whether a person lives or stays somewhere else
10. Relationship

WHAT WE WILL SEND IN THE MAIL

On or between	You'll receive:
March 12-20	An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.)
March 16-24	A reminder letter.
	If you haven't responded yet:
March 26-April 3	A reminder postcard.
April 8-16	A reminder letter and paper questionnaire.
April 20-27	A final reminder postcard before we follow up in person.

**MARCH 12TH
TO JULY 31ST
YOU WILL BE
ABLE TO SELF
RESPOND
ONLINE**

Census Online Portal is Now Open for Self-Response!

An official website of the United States government [Here's how you know](#)

United States[®]
Census
2020

FAQ INSTRUCTIONS  ENGLISH ▾

Welcome to the 2020 Census

- It's quick and easy. The 2020 Census questionnaire will take about 10 minutes to complete.
- It's safe, secure, and confidential. Your information and privacy are protected.
- Your response helps to direct billions of dollars in federal funds to local communities for schools, roads, and other public services.
- Results from the 2020 Census will be used to determine the number of seats each state has in Congress and your political representation at all levels of government.

Getting started:

- You must complete your questionnaire once you begin. If you leave the questionnaire and return later, you will have to start over.
- Do not use the web browser buttons (back, forward, or close browser). Use the buttons within the questionnaire to navigate.
- For best results, use the latest version of Chrome, Firefox, Internet Explorer, or Safari. Enable cookies.

Shape your future
START HERE >

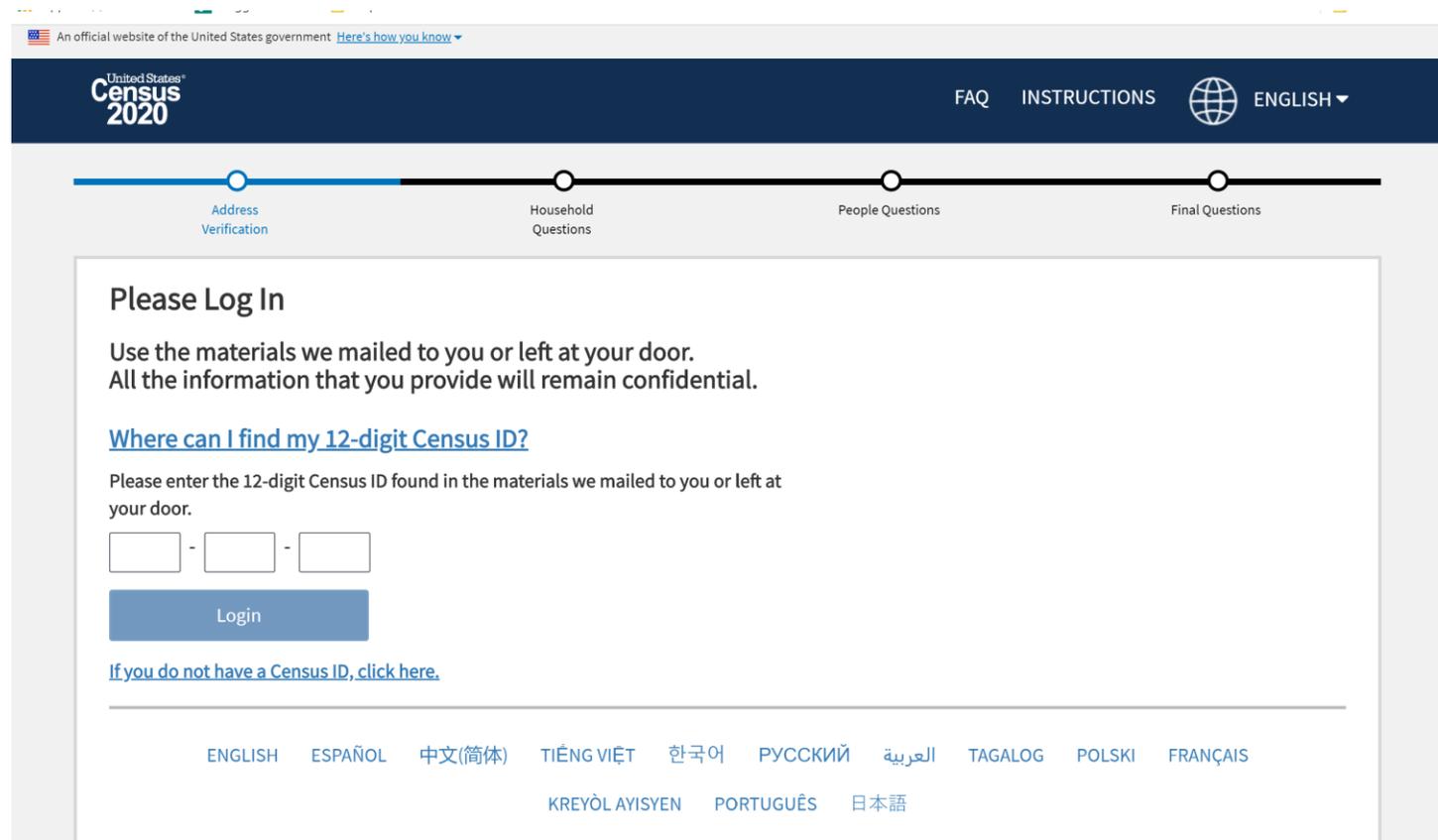
United States[®]
Census
2020

Start Questionnaire

ENGLISH ESPAÑOL 中文(简体) TIẾNG VIỆT 한국어 РУССКИЙ العربية TAGALOG POLSKI FRANÇAIS

Census Online Self-Response

Refer to 12-digit Census ID on your Invitation



Census Form Example (page 1)

Start here OR go online at [url removed] to complete your 2020 Census questionnaire.
Use a blue or black pen.

Before you answer Question 1, count the people living in this house, apartment, or mobile home using our guidelines.

- Count all people, including babies, who live and sleep here most of the time.
- If no one lives and sleeps at this address most of the time, go online at [url removed] or call the number on page 8.

The census must also include people without a permanent place to live, so:

- If someone who does not have a permanent place to live is staying here on April 1, 2020, count that person.

The Census Bureau also conducts counts in institutions and other places, so:

- Do not count anyone living away from here, either at college or in the Armed Forces.
- Do not count anyone in a nursing home, jail, prison, detention facility, etc., on April 1, 2020.
- Leave these people off your questionnaire, even if they will return to live here after they leave college, the nursing home, the military, jail, etc. Otherwise, they may be counted twice.

1. How many people were living or staying in this house, apartment, or mobile home on April 1, 2020?

Number of people =

2. Were there any additional people staying here on April 1, 2020 that you did not include in Question 1?
Mark all that apply.

- Children, related or unrelated, such as newborn babies, grandchildren, or foster children
- Relatives, such as adult children, cousins, or in-laws
- Nonrelatives, such as roommates or live-in babysitters
- People staying here temporarily
- No additional people

3. Is this house, apartment, or mobile home — Mark ONE box.

- Owned by you or someone in this household with a mortgage or loan? *Include home equity loans.*
- Owned by you or someone in this household free and clear (without a mortgage or loan)?
- Rented?
- Occupied without payment of rent?

4. What is your telephone number?
We will only contact you if needed for official Census Bureau business.

Telephone Number

- -

[Form number removed]

Census Form Example (page 2)

5. Please provide information for each person living here. If there is someone living here who pays the rent or owns this residence, start by listing him or her as Person 1. If the owner or the person who pays the rent does not live here, start by listing any adult living here as Person 1.

What is Person 1's name? Print name below.

First Name MI

Last Name(s)

6. What is Person 1's sex? Mark ONE box.

Male Female

7. What is Person 1's age and what is Person 1's date of birth? For babies less than 1 year old, do not write the age in months. Write 0 as the age.

Age on April 1, 2020 Print numbers in boxes. Month Day Year of birth
 years

→ **NOTE: Please answer BOTH Question 8 about Hispanic origin and Question 9 about race. For this census, Hispanic origins are not races.**

8. Is Person 1 of Hispanic, Latino, or Spanish origin?

- No, not of Hispanic, Latino, or Spanish origin
- Yes, Mexican, Mexican Am., Chicano
- Yes, Puerto Rican
- Yes, Cuban
- Yes, another Hispanic, Latino, or Spanish origin – Print, for example, Salvadoran, Dominican, Colombian, Guatemalan, Spaniard, Ecuadorian, etc.

9. What is Person 1's race?

Mark one or more boxes **AND** print origins.

- White – Print, for example, German, Irish, English, Italian, Lebanese, Egyptian, etc.
- Black or African Am. – Print, for example, African American, Jamaican, Haitian, Nigerian, Ethiopian, Somali, etc.
- American Indian or Alaska Native – Print name of enrolled or principal tribe(s), for example, Navajo Nation, Blackfeet Tribe, Mayan, Aztec, Native Village of Barrow Inupiat Traditional Government, Nome Eskimo Community, etc.
- Chinese Vietnamese Native Hawaiian
- Filipino Korean Samoan
- Asian Indian Japanese Chamorro
- Other Asian – Print, for example, Pakistani, Cambodian, Hmong, etc.
- Other Pacific Islander – Print, for example, Tongan, Fijian, Marshallese, etc.
- Some other race – Print race or origin.

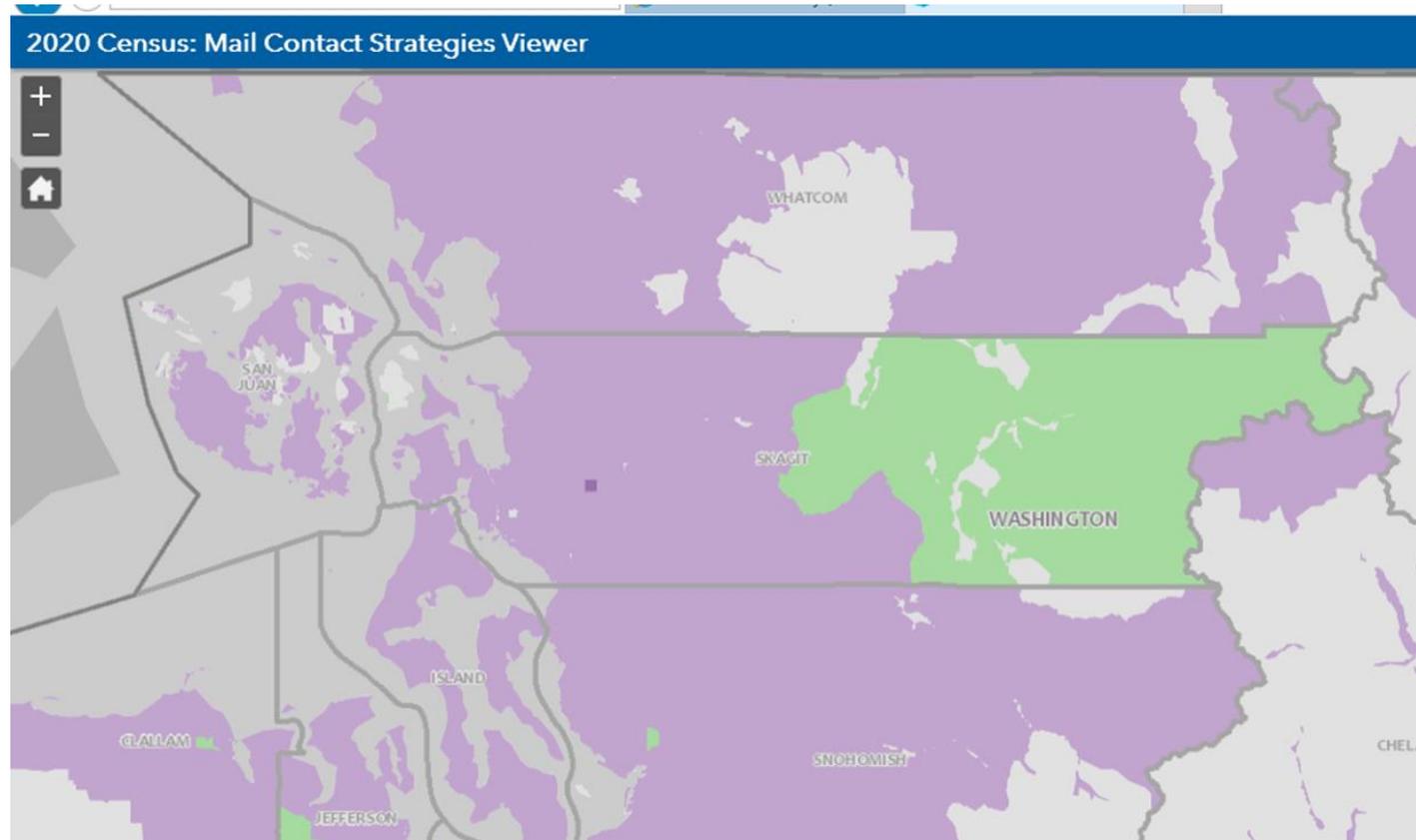
Key Dates

Date	Items
2019	Validate all residential units in the country
Early 2020	Advertising Campaign
Mid- March 2020	Online portal opens
1 April 2020	CENSUS DAY!
April-June 2020	Non-response Follow Up Quality Control
31 Dec 2020	Results delivered to the president
31 Mar 2021	Results delivered to the states

Timeline

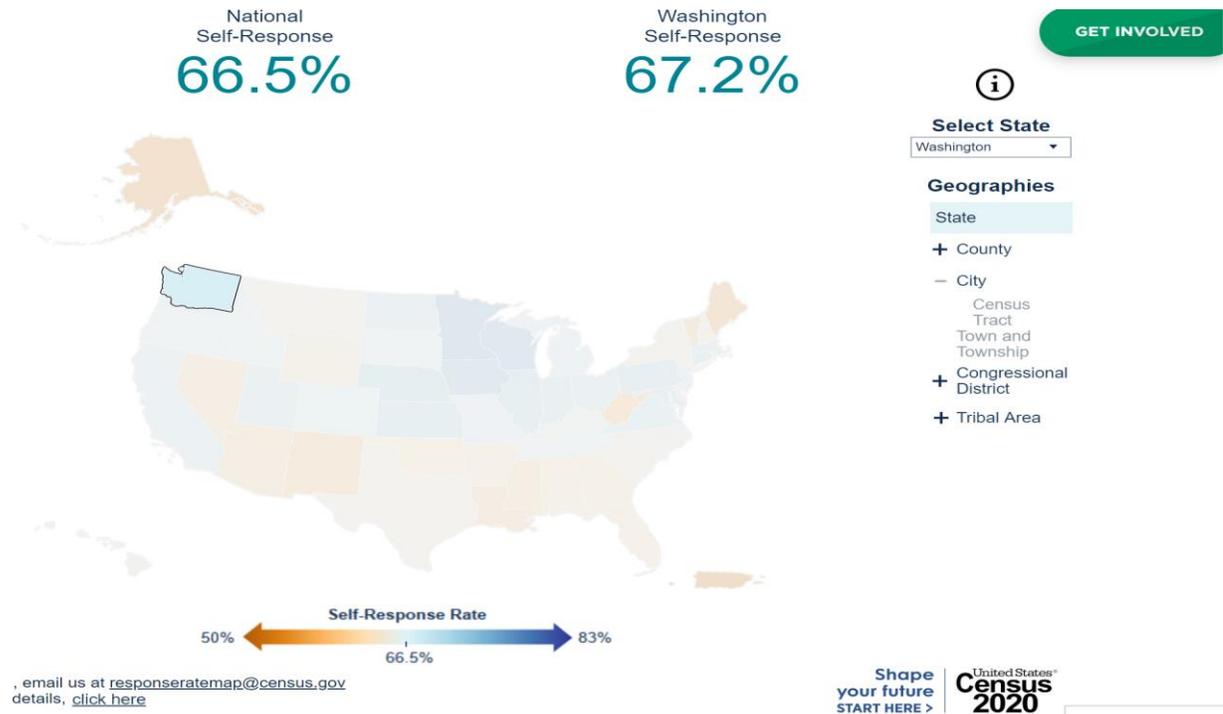


How it will work: Type of Enumeration



Curious about how many people in your community are responding to the 2020 Census?

- Real-time response rates
- Helps to determine outreach
- Response Rate Toolkit
- Response Rate Challenges



•People of Color

•LGBTQ+

•Tribes

•Rural Communities

•Immigrants and Refugees

•Renters

•Children

•Homeless Individuals and Families

•Multifamily Households

•Non-Native English Speakers

•Low Income People

•People Distrustful of Government

•Seniors

•People with Physical and Mental Disabilities

Hard-to-Count Population Groups

Review

- Less than a week to go until invitations are mailed!
- Responding to the Census tells officials that you and your family matter.
- The Census matters to communities because of the three D's: Dollars, Data, and Democracy.
- The Census only happens every 10 years – don't miss this chance to be shape your community's future.
- Participating helps ensure more funds for schools, roads, healthcare, and other community benefits.
- Share the word and help inform neighbors on the importance of early and self-response!

Shape
your future
START HERE >



Thank You!

Sara Bernardy

Email: sara@wcog.org

Phone: 970.387.8555





Census 2020

Every 10 years, the U.S. Census counts everyone living in the United States.

Make sure you are counted. It ensures Washington receives its fair share of federal dollars for vital community programs – public safety, health care, education and transportation – that affect you and your family.

Be counted. Your community is counting on you.



10 minutes
questions
years

It takes just 10 minutes to answer 10 questions that will shape investments in your community for 10 years.

April 1, 2020 is Census Day

www.ofm.wa.gov/2020census



The 2020 Census and Confidentiality

Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics—they cannot be used against you in any way. By law, all responses to U.S. Census Bureau household and business surveys are kept completely confidential.

Respond to the 2020 Census to shape the future.

Responding to the census helps communities get the funding they need and helps businesses make data-driven decisions that grow the economy. Census data impact our daily lives, informing important decisions about funding for services and infrastructure in your community, including health care, senior centers, jobs, political representation, roads, schools, and businesses. More than \$675 billion in federal funding flows back to states and local communities each year based on census data.



Your census responses are safe and secure.

The Census Bureau is required by law to protect any personal information we collect and keep it strictly confidential. The Census Bureau can only use your answers to produce statistics. In fact, every Census Bureau employee takes an oath to protect your personal information for life. Your answers cannot be used for law enforcement purposes or to determine your personal eligibility for government benefits.

By law, your responses cannot be used against you.

By law, your census responses cannot be used against you by any government agency or court in any way—not by the Federal Bureau of Investigation (FBI), not by the Central Intelligence Agency (CIA), not by the Department of Homeland Security (DHS), and not by U.S. Immigration and Customs Enforcement (ICE). The law requires the Census Bureau to keep your information confidential and use your responses only to produce statistics.



The law is clear—no personal information can be shared.

Under Title 13 of the U.S. Code, the Census Bureau cannot release any identifiable information about individuals, households, or businesses, even to law enforcement agencies.

The law states that the information collected may only be used for statistical purposes and no other purpose.

To support historical research, Title 44 of the U.S. Code allows the National Archives and Records Administration to release census records only after 72 years.

All Census Bureau staff take a lifetime oath to protect your personal information, and any violation comes with a penalty of up to \$250,000 and/or up to 5 years in prison.

[2020CENSUS.GOV](https://2020census.gov)

D-1254

Shape
your future
START HERE >

United States®
Census
2020

There are no exceptions.

The law requires the Census Bureau to keep everyone's information confidential. By law, your responses cannot be used against you by any government agency or court in any way. The Census Bureau will not share an individual's responses with immigration enforcement agencies, law enforcement agencies, or allow that information to be used to determine eligibility for government benefits. Title 13 makes it very clear that the data we collect can only be used for statistical purposes—we cannot allow it to be used for anything else, including law enforcement.

It's your choice: you can respond securely online, by mail, or by phone.

You will have the option of responding online, by mail, or by phone. Households that don't respond in one of these ways will be visited by a census taker to collect the information in person. Regardless of how you respond, your personal information is protected by law.

Your online responses are safe from hacking and other cyberthreats.

The Census Bureau takes strong precautions to keep online responses secure. All data submitted online are encrypted to protect personal privacy, and our cybersecurity program meets the highest and most recent standards for protecting personal information. Once the data are received, they are no longer online. From the moment the Census Bureau collects responses, our focus and legal obligation is to keep them safe.

We are committed to confidentiality.

At the U.S. Census Bureau, we are absolutely committed to keeping your responses confidential. This commitment means it is safe to provide your answers and know that they will only be used to paint a statistical portrait of our nation and communities.

Learn more about the Census Bureau's data protection and privacy program at www.census.gov/privacy.



Laws protecting personal census information have withstood challenges.

In 1982, the U.S. Supreme Court confirmed that even addresses are confidential and cannot be disclosed through legal discovery or the Freedom of Information Act (FOIA). In 2010, the U.S. Justice Department determined that the Patriot Act does not override the law that protects the confidentiality of individual census responses. No court of law can subpoena census responses.

El Censo del 2020 y la Confidencialidad

Sus respuestas al Censo del 2020 están seguras, a salvo y protegidas por la ley federal. Sus respuestas se pueden usar solamente para producir estadísticas—no se pueden usar en su contra de ninguna manera. Por ley, todas las respuestas a las encuestas sobre hogares y empresas que realiza la Oficina del Censo de los EE. UU. se mantienen completamente confidenciales.

Responda al Censo del 2020 para dar forma al futuro.

Responder al censo ayuda a las comunidades a obtener los fondos que necesitan y ayuda a las empresas a tomar decisiones basadas en datos que hacen crecer a la economía. Los datos del censo influyen en nuestra vida diaria, aportando información para tomar decisiones importantes sobre el financiamiento de servicios e infraestructura en su comunidad, incluyendo atención médica, centros para personas de la tercera edad, empleos, representación política, carreteras, escuelas y negocios. Más de \$675 mil millones de fondos federales se distribuyen a los estados y a las comunidades locales basándose en los datos del censo.



Sus respuestas al censo están seguras y a salvo.

La Oficina del Censo está obligada por ley a proteger toda la información personal que se recopile y a mantenerla en estricta confidencialidad. La Oficina del Censo puede usar sus respuestas solo para producir estadísticas. De hecho, cada uno de los empleados de la Oficina del Censo presta un juramento para proteger su información personal de por vida. Sus respuestas no se pueden usar para fines del cumplimiento de la ley o para determinar su elegibilidad personal para beneficios del gobierno.

Por ley, sus respuestas no pueden ser usadas en su contra.

Por ley, sus respuestas al censo no pueden ser usadas en su contra de ninguna manera por ninguna agencia del gobierno ni tribunal—ni por el Buró Federal de Investigaciones (FBI), ni por la Agencia Central



La ley es clara: no se puede compartir ninguna información personal.

En conformidad con el Título 13 del Código de los EE. UU., la Oficina del Censo no puede divulgar ninguna información identificable sobre individuos, hogares o empresas, ni siquiera a agencias encargadas de hacer cumplir la ley.

La ley estipula que la información que se recopile se puede usar solo para propósitos estadísticos y para ningún otro fin.

Con el fin de apoyar los estudios históricos, el Título 44 del Código de los EE. UU. permite a la Administración Nacional de Archivos y Registros publicar los registros del censo solo después de 72 años.

Todo el personal de la Oficina del Censo presta un juramento de por vida para proteger su información personal, y cualquier violación es sancionada con una multa de hasta \$250,000 y/o hasta cinco años de prisión.

de Inteligencia (CIA), ni por el Departamento de Seguridad Nacional (DHS), ni por el Servicio de Inmigración y Control de Aduanas de los EE. UU. (ICE). La ley exige a la Oficina del Censo mantener confidencial su información y usar sus respuestas solo para producir estadísticas.

No hay excepciones.

La ley exige a la Oficina del Censo mantener confidencial la información de todas las personas. Por ley, sus respuestas no pueden ser usadas en su contra de ninguna manera por ninguna agencia del gobierno o tribunal. La Oficina del Censo no compartirá las respuestas de ninguna persona con las agencias de inmigración o las agencias encargadas de hacer cumplir la ley, ni permitirá que esa información se use para determinar la elegibilidad para beneficios del gobierno. El Título 13 deja muy claro que la información que recopilamos se puede usar solo para propósitos estadísticos—no podemos permitir que se use para nada más, incluyendo el cumplimiento de la ley.

La opción es suya: usted puede responder de manera segura por internet, por teléfono o por correo.

Usted tendrá la opción de responder por internet, por correo o por teléfono. Un censista visitará los hogares que no respondan de una de estas maneras para recopilar la información en persona. La ley protege su información personal, sin importar cómo responda.

Sus respuestas por internet están a salvo de la piratería informática (*hacking*) y otras amenazas cibernéticas.

La Oficina del Censo toma rigurosas precauciones para mantener seguras las respuestas por internet. Todos los datos que se envían por internet son cifrados para proteger la privacidad personal, y nuestro programa de seguridad cibernética cumple con los estándares más exigentes y recientes para proteger la información personal. Una vez que se reciben los datos, ya no permanecen en línea. Desde el momento en que la Oficina del Censo recopila las respuestas, nuestro objetivo y obligación legal es mantenerlas seguras.

Estamos comprometidos a mantener la confidencialidad.

En la Oficina del Censo de los EE. UU., estamos absolutamente comprometidos a mantener confidenciales sus respuestas. Este compromiso significa que es seguro responder al censo sabiendo que sus respuestas solo se usarán para pintar un retrato estadístico de nuestra nación y sus comunidades.

Averigüe más sobre el programa de protección de datos y privacidad de la Oficina del Censo en www.census.gov/privacy.



Las leyes que protegen la información personal del censo han resistido los desafíos.

En 1982, la Corte Suprema de los EE. UU. confirmó que aun las direcciones son confidenciales y no se pueden divulgar mediante procesos de descubrimiento legal o la Ley de Libertad de Información (FOIA). En el 2010, el Departamento de Justicia de los EE. UU. determinó que la Ley Patriota no tiene precedencia sobre la ley que protege la confidencialidad de las respuestas individuales del censo. Ningún tribunal de justicia puede emitir una citación judicial que ordene la presentación de las respuestas del censo.

Make a difference in your community.

Every 10 years, everyone living in the United States gets counted in the census—once and in the right place.

Your response helps make sure that more than \$675 billion in federal funds is directed each year to the right places to support education, health care, firefighting services, and more. Many decisions about where to send this money are based on census data. A complete and accurate count is also critical for determining how many representatives each state will have in Congress.

Where you are counted can shape your future.

Learn more at 2020CENSUS.GOV.



Where you are counted matters.

A guide for different living situations

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D-BR-RE-EN-042

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2020

Count yourself in the right place.

In general, you should count yourself **where you live and sleep most of the time**. But pay special attention if you are:



Completing Your Household's Form

When responding, count any children, including newborns, who usually live and sleep at your home—even if they're not your own. If they split time evenly between two households, count them where they are on April 1, 2020."



A Recent Mover

Count yourself at your new address if you moved in by April 1, 2020.



A Renter

Count yourself where you live. Even though you don't own the home, you need to participate. Don't forget your family and roommates.



A College Student

If you don't live in a dorm, count yourself at your off-campus address—even if you go to your parents' home for school breaks. This includes international students.



A Service Member

If you don't live in military barracks—and you aren't deployed or stationed outside the United States—count yourself where you live and sleep most of the time, whether on or off base.



A Resident of a Group Facility

For people in the following living situations on April 1, 2020, Census Bureau employees will work with a representative from your building to ensure you are counted. They may or may not ask you to complete an individual census form.

- College dorms
- Military barracks
- Nursing homes
- Group homes
- Shelters
- Psychiatric facilities
- Correctional facilities

For more details, visit [2020CENSUS.GOV](https://www.census.gov/2020census.gov).





Shape our children's future. Start with the 2020 Census.

Young children experience new adventures each day, and little ones need all of the support they can get during these early years.

Responding to the 2020 Census is an easy, safe, and important way to help provide resources for children and their communities for the next 10 years.

Everyone living in the United States is asked to complete a simple questionnaire every ten years that asks for basic information about the people who live or sleep in their home. Children under the age of five, however, are often missed.

Young children who are missed in the census tend to live with large, extended families or with multiple families living under one roof. When newborn babies and children are not counted, support for programs such as health insurance, hospitals, childcare, food assistance, schools, and early childhood development is impacted.

Responding to the census is easier than ever. You can complete the census questionnaire online, by phone, or by mail.

And remember, just as you protect the children in your care, the U.S. Census Bureau protects your information. The Census Bureau is required by law to protect any personal information collected and keep it strictly confidential. All Census Bureau staff take a lifetime oath to protect your personal information and any violation of this oath comes with a penalty of up to \$250,000 and/or up to five years in prison.

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If you have children in your home, make sure they are counted in the right place.

Young children experience new adventures each day, and little ones need all of the support they can get during these early years.



Count children in the home where they live and sleep most of the time, even if their parents don't live there.



If a child's time is divided between more than one home, count them where they stay most often. If their time is evenly divided, or you don't know where they stay most often, count them where they are staying on Census Day—April 1, 2020.



If a child's family (or guardian) is moving during March or April 2020, count them at the address where they are living on April 1, 2020.



Count children in your home if they don't have a permanent place to live and are staying in your home on April 1, 2020, even if they are only staying with you temporarily.



Count newborn babies at the home where they will live and sleep most of the time, even if they are still in the hospital on April 1, 2020.

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Everyone counts

The 2020 Census is just around the corner. Washington is getting organized to ensure that every resident of the state is counted — once and in the place where they usually reside.

The U.S. Constitution mandates a complete population count every 10 years to apportion seats in the House of Representatives. The state uses it to draw boundaries for every level of government down to the school districts. **An accurate census ensures fair and equal representation at all levels.**

Federal, state, and local governments rely on census data for planning and delivering education, economic development and employment, transportation and health services. In 2015, **Washington received \$13.7 billion in federal funds, which amounted to about \$1,914 per person.**¹ In addition, the private and nonprofit sectors use census data in their planning and decision-making processes.

PROGRAMS	WA Obligation ¹
Highway planning & construction	\$664 million
Education – Title 1 grants, special education, Head Start, school nutrition	\$815 million
Health insurance – Medicare, S-CHIP, Medicaid	\$9.7 billion
Supplemental Nutrition, including WIC (Women, Infants, Children)	\$1.7 billion
Rural assistance programs	\$555 million
Section 8 and other housing assistance	\$630 million

The census process is safe, quick and very important to the future of our state and its communities.

- **Important:** By taking a few minutes to complete the census, you can help protect Washington’s voice in Congress, bring tax dollars to our communities and invest in better planning and services for your neighborhood.
- **Easy:** You can use the internet — via your home computer or on a mobile device — to submit your answers.
- **Safe:** Your personal data is confidential. Title 13 prohibits the Census Bureau and its employees from sharing personal responses with any other government agency or official or outside entity.

The census is a once-in-a-decade snapshot of who we are. You are an important part of that picture. You count in your neighborhood, county and state ... Don’t be left out.

Learn more about what you can do at www.ofm.wa.gov/2020census.

¹ Source: The George Washington Institute of Public Policy, Counting for Dollars 2020 (using fiscal year 2015 data) and Census-Guided Financial Assistance to Rural America (using fiscal year 2016 data).

2020 CENSUS

7.4+ million people

3.1+ million households

less than 2 years to build awareness & trust

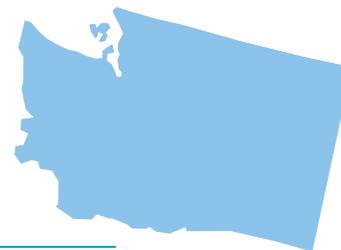
1 chance to succeed

WASHINGTON

In FY2016, Washington received

\$16,676,186,274

through 55 federal spending programs guided by data derived from the 2010 Census.



The **Counting for Dollars 2020 Project** aims to understand 1) the extent to which the federal government will rely on data from the 2020 Census to guide the distribution of federal funding to states, localities, and households across the nation and 2) the impact of the accuracy of the 2020 Census on the fair, equitable distribution of these funds.

The project has analyzed spending by state for 55 federal programs (\$883,094,826,042 in FY2016). Three types of programs are analyzed:

- **Domestic financial assistance programs** provide financial assistance – including direct payments to individuals, grants, loans, and loan guarantees – to non-federal entities within the U.S. – such as individuals and families, state and local governments, companies, and nonprofits – in order to fulfill a public purpose.
- **Tax credit programs** allow a special exclusion, exemption, or deduction from gross income or provide a special credit, a preferential rate of tax, or a deferral of tax liability.
- **Procurement programs** award a portion of Federal prime contract dollars to small businesses located in areas selected on the basis of census-derived data.

The four uses of census-derived datasets to geographically allocate funding are:

- **Define eligibility criteria** – that is, identify which organizations or individuals can receive funds.
- **Compute formulas** that geographically allocate funds to eligible recipients.
- **Rank project applications** based on priorities (e.g., smaller towns, poorer neighborhoods).
- **Set interest rates** for federal loan programs.

The two categories of census-derived datasets are:

- **Geographic classifications** – the characterization (e.g., rural), delineation (e.g., Metropolitan Areas), or designation (e.g., Opportunity Zones) of specific geographic areas.
- **Variable datasets**
 - **Annual updates** of population and housing variables collected in the Decennial Census.
 - **Household surveys** collecting new data elements (e.g., income, occupation) by using the Decennial Census to design representative samples and interpret results.



Reports of the Counting for Dollars 2020 Project:

- **Report #1:** Initial Analysis: 16 Large Census-guided Financial Assistance Programs (August 2017)*
- **Report #2:** Estimating Fiscal Costs of a Census Undercount to States (March 2018)*
- **Report #3:** Role of the Decennial Census in Distributing Federal Funds to Rural America (December 2018)*
- **Report #4:** Census-derived Datasets Used to Distribute Federal Funds (December 2018)
- **Report #5:** Analysis of 55 Large Census-guided Federal Spending Programs (forthcoming)*†
- **Report #6:** An Inventory of 320 Census-guided Federal Spending Programs (forthcoming)

* Data available by state

† Source for this state sheet

COUNTING FOR DOLLARS 2020:

WASHINGTON

Allocation of Funds from 55 Large Federal Spending Programs Guided by Data Derived from the 2010 Census (Fiscal Year 2016)

Total Program Obligations: **\$16,676,186,274**

Program	Dept.	Obligations	Program	Dept.	Obligations
Financial Assistance Programs		\$16,345,272,960			
Medical Assistance Program (Medicaid)	HHS	\$7,062,048,000	Community Facilities Loans/Grants	USDA	\$38,033,528
Federal Direct Student Loans	ED	\$1,336,191,946	Supporting Effective Instruction State Grants	ED	\$36,823,489
Supplemental Nutrition Assistance Program	USDA	\$1,452,893,518	Crime Victim Assistance	DOJ	\$48,821,061
Medicare Suppl. Medical Insurance (Part B)	HHS	\$1,125,500,538	CDBG Entitlement Grants	HUD	\$40,136,072
Highway Planning and Construction	DOT	\$682,958,983	Public Housing Capital Fund	HUD	\$25,002,000
Federal Pell Grant Program	ED	\$399,700,000	Block Grants for the Prevention and Treatment of Substance Abuse	HHS	\$37,784,663
Section 8 Housing Choice Vouchers	HUD	\$509,706,000	Water and Waste Disposal Systems for Rural Communities	USDA	\$15,081,100
Temporary Assistance for Needy Families	HHS	\$450,396,098	Social Services Block Grant	HHS	\$34,892,677
Very Low to Moderate Income Housing Loans	USDA	\$446,692,303	Rural Rental Assistance Payments	USDA	\$35,857,764
Title I Grants to LEAs	ED	\$242,701,346	Business and Industry Loans	USDA	\$20,180,000
State Children's Health Insurance Program	HHS	\$215,289,000	Career and Technical Education - Basic Grants to States	ED	\$20,522,876
National School Lunch Program	USDA	\$201,584,000	Homeland Security Grant Program	DHS	\$13,015,974
Special Education Grants	ED	\$230,436,683	WIOA Dislocated Worker Grants	DOL	\$20,083,489
Section 8 Housing Assistance Payments Program	HUD	\$94,646,688	HOME	HUD	\$18,607,152
Federal Transit Formula Grants	DOT	\$264,325,000	State CDBG	HUD	\$11,319,386
Head Start	HHS	\$185,682,699	WIOA Youth Activities	DOL	\$19,035,891
WIC	USDA	\$149,191,000	WIOA Adult Activities	DOL	\$16,336,037
Title IV-E Foster Care	HHS	\$86,876,649	Employment Service/Wagner-Peyser	DOL	\$14,981,703
Health Care Centers	HHS	\$125,908,671	Community Services Block Grant	HHS	\$8,957,923
School Breakfast Program	USDA	\$55,763,000	Special Programs for the Aging, Title III, Part C, Nutrition Services	HHS	\$13,844,851
Rural Electrification Loans and Loan Guarantees	USDA	\$30,782,000	Cooperative Extension Service	USDA	\$6,812,636
Public and Indian Housing	HUD	\$45,835,000	Native Amer. Employment & Training	DOL	\$1,863,823
Low Income Home Energy Assistance	HHS	\$58,728,879			
Child and Adult Care Food Program	USDA	\$47,468,000	Federal Tax Expenditures		\$288,882,613
Vocational Rehabilitation Grants to the States	ED	\$55,616,244	Low Income Housing Tax Credit	Treas	\$192,277,754
Child Care Mandatory and Matching Funds	HHS	\$78,400,000	New Markets Tax Credit	Treas	\$96,604,859
Unemployment Insurance Administration	DOL	\$92,408,000			
Federal Transit - Capital Investment Grants	DOT	\$31,610,379	Federal Procurement Programs		\$42,030,701
Child Care and Development Block Grant	HHS	\$48,074,000	HUBZones Program	SBA	\$42,030,701
Adoption Assistance	HHS	\$39,864,241			

Prepared by Andrew Reamer, the George Washington Institute of Public Policy, the George Washington University. Spending data analysis provided by Sean Moulton, Open Government Program Manager, Project on Government Oversight. | January 30, 2019

Note: The sequence of the above programs is consistent with U.S. rank order by program expenditures. (See U.S. sheet in series.)

Counting for Dollars 2020 publications and spreadsheet with above data available at <https://gwipp.gwu.edu/counting-dollars-2020-role-decennial-census-geographic-distribution-federal-funds>

Why We Ask

The 2020 Census is easy. The questions are simple.

The census asks questions that provide a snapshot of the nation. Census results affect your voice in government, how much funding your community receives, and how your community plans for the future.

When you fill out the census, you help:

- Determine how many seats your state gets in Congress.
- Guide how more than \$675 billion in federal funding is distributed to states and communities each year.
- Create jobs, provide housing, prepare for emergencies, and build schools, roads and hospitals.

POPULATION COUNT (NUMBER OF PEOPLE LIVING OR STAYING)

We ask this question to collect an accurate count of the number of people at each address on Census Day, April 1, 2020. Each decade, census results determine how many seats your state gets in Congress. State and local officials use census counts to draw boundaries for districts like congressional districts, state legislative districts, and school districts.

ANY ADDITIONAL PEOPLE LIVING OR STAYING

Our goal is to count people once, only once, and in the right place according to where they live on Census Day. Keeping this goal in mind, we ask this question to ensure that everyone living at an address is counted.

OWNER/RENTER

We ask about whether a home is owned or rented to create statistics about



homeownership and renters. Homeownership rates serve as an indicator of the nation's economy and help in administering housing programs and informing planning decisions.

PHONE NUMBER

We ask for a phone number in case we need to contact you. We will never share your number and will only contact you if needed for official Census Bureau business.

Revised July 2019

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Why We Ask

The 2020 Census is easy. The questions are simple.

NAME

We ask for names to ensure everyone in the house is counted. Listing the name of each person in the household helps respondents include all members, particularly in large households where a respondent may forget who was counted and who was not.

SEX

We ask about the sex of each person to create statistics about males and females. Census data about sex are used in planning and funding government programs, and in evaluating other government programs and policies to ensure they fairly and equitably serve the needs of males and females. These statistics are also used to enforce laws, regulations, and policies against discrimination in government programs and in society.

AGE AND DATE OF BIRTH

We ask about age and date of birth to understand the size and characteristics of different age groups and to present other data by age. Local, state, tribal, and federal agencies use age data to plan and fund government programs that provide assistance or services for specific age groups, such as children, working-age adults, women of childbearing age, or the older population. These statistics also help enforce laws, regulations, and policies against age discrimination in government programs and in society.

HISPANIC, LATINO, OR SPANISH ORIGIN

We ask about whether a person is of Hispanic, Latino, or Spanish origin to create statistics

about this ethnic group. The data collected in this question are needed by federal agencies to monitor compliance with antidiscrimination provisions, such as under the Voting Rights Act and the Civil Rights Act.

RACE

We ask about a person's race to create statistics about race and to present other statistics by race groups. The data collected in this question are needed by federal agencies to monitor compliance with antidiscrimination provisions, such as under the Voting Rights Act and the Civil Rights Act. State governments use the data to determine congressional, state, and local voting districts.

WHETHER A PERSON LIVES OR STAYS SOMEWHERE ELSE

Our goal is to count people once, only once, and in the right place according to where they live on Census Day. Keeping this goal in mind, we ask this question to ensure individuals are not included at multiple addresses.

RELATIONSHIP

We ask about the relationship of each person in a household to one central person to create estimates about families, households, and other groups. Relationship data are used in planning and funding government programs that provide funds or services for families, people living or raising children alone, grandparents living with grandchildren, or other households that qualify for additional assistance.

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CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	3/16/2020	Legal Review:
Department:	Public Works	<input type="checkbox"/> Yes - Reviewed
Contact Name/Phone:	Steve Banham / 360-255-5512	<input type="checkbox"/> No - Not Reviewed
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
Attachments:		
Interlocal Agreement with City of Bellingham		
Name of Agenda Item:		
Interlocal Agreement with City of Bellingham for Vector Waste Facility Use		
Summary Statement:		
<p>Staff would like to renew this Interlocal Agreement with the City of Bellingham (COB) for vector waste disposal. The COB accepts street sweepings and vector waste materials and disposes of them in compliance with Department of Ecology (DOE) and Department of Health rules and regulations. Public Works used this disposal as an alternative to disposal at RDS which is currently less expensive.</p> <p>This would be a fourth term renewal through December 31, 2020 at the same price of \$147.56 per ton. All other terms remain the same.</p> <p>The Public Works Committee reviewed this agreement at their March 4th meeting and concurred to recommend approval to City Council. The also concurred with the next annual renewal being signed by the Mayor provided there is no change in price or other significant terms of the agreement</p>		
Recommended Action:		
Approve the 2020 renewal to Interlocal Agreement with the City of Bellingham for Vector Waste Facility Use and Authorize the Mayor's signature. Also authorize the Mayor to renew the 2021 renewal if there are no changes to the price or other major terms of the agreement.		

MEMORANDUM FOR ANNUAL RENEWAL
City of Bellingham Interlocal Agreement #2016-0221
City of Bellingham – City of Lynden
Vactor Waste Facility Use - January 1, 2020 through December 31, 2020

WHEREAS, the City of Bellingham and the City of Lynden are parties to that certain City of Bellingham Interlocal Agreement #2016-0221, effective January 1, 2016, for vactor waste facility use; and

WHEREAS, the Interlocal Agreement included an initial one-year term, expiring December 31, 2016, plus five one-year renewal options exercisable upon written agreement of both parties; and

WHEREAS, both parties desire to exercise the fourth renewal option, with the fourth renewal period commencing on January 1, 2020 and terminating on December 31, 2020.

NOW, THEREFORE, the parties hereby agree as follows:

The parties hereby exercise the fourth one (1) year renewal option. This fourth renewal term shall commence on January 1, 2020 and terminate on December 31, 2020 ("Fourth Renewal Term"). Cost of Service will be \$147.56/ton during the Fourth Renewal Term. See Exhibit "A" attached and incorporated herein. All other terms and conditions, shall remain unchanged and in full force and effect.

CITY OF LYNDEN

Dated this _____ day of _____, 2020.

Department Approval:

 Scott Korthuis, Mayor

 Public Works Director

Approved as to Form:

 Office of the City Attorney

CITY OF BELLINGHAM

Dated this _____ day of _____, 2020.

Department Approval:

 Seth Fleetwood, Mayor

 Public Works Director

Attest:

Approved as to Form:

 Finance Director

 Office of the City Attorney

2020 Vactor Waste Facility Use Permit

In consideration for the use of the City of Bellingham’s (“City”) Vactor Waste Facility (“Facility”), City of Lynden, located at 300 4th Street, Lynden, Washington, (hereinafter the “User”), covenants and agrees to comply with the following terms and conditions of this Use Permit (“Permit”):

User’s:

Contact Person: _____

Phone Number: _____

Email Address: _____

Section 1 – Purpose

The purpose of this Permit is to allow non-public, private sector use of the Facility. As further described herein, User’s ability to use the Facility requires full compliance with this Permit’s terms and conditions, including but not limited to:

- Dumping only “ACCEPTABLE WASTE” (Section 2 – ACCEPTABLE WASTE)
- Dumping in an appropriate manner (Section 3 – DUMPING OPERATION)
- Obtaining Training (Section 4 – REQUIRED TRAINING)
- Complying with Safety Rules and Regulations (Section 5 – SAFETY)
- Payment (Section 6 – COST OF SERVICE)
- Such other terms and conditions as contained herein.

Section 2 – Acceptable Waste

2.1 User shall be solely responsible to insure that only Acceptable Waste is deposited at the facility. For purposes of this Permit “Acceptable Waste” is defined herein as:

- Street sweepings are wastes collected by utilizing a street sweeper to collect grit, dirt, vegetative waste and litter from roadway surfaces.
- Vactor wastes includes, grit, dirt and vegetative waste collected by an eductor truck during the cleaning of storm water catch basins.

2.2 Any materials that are odorous or are from a chemical spill are specifically not considered Acceptable Waste products and shall not be deposited at the Facility.

2.3 In the event unacceptable waste or materials are dumped at the Facility, the responsible party shall pay all costs associated with the proper removal and deposition of the contaminated materials. Removal and depositing of unacceptable waste or materials shall be in accordance with the approved practices and regulations of the State of Washington, including but not limited to the Washington State Department of Ecology, and the Whatcom County Health Department.

- 2.4 The City reserves the right to find any waste or material unacceptable in its sole discretion. Disposing of unacceptable materials may result in the loss of the privilege to use the Facility.

Section 3 – Dumping Operation

- 3.1 The Facility has a limited capacity to accept Acceptable Waste products and User acknowledges that the City, State of Washington and Whatcom County, as public users, have preference over non-public, private users. In the event that the Facility capacity should become an issue, non-public, private users will be directed to cease usage of the site. The City shall have no obligation or duty to provide advance warning of this circumstance or to provide alternate dumping facilities. This contract is in no way a guarantee of service. The City of Bellingham may at any time and for any reason cease to offer this service to any and all users.
- 3.2 When depositing Acceptable Waste at the Facility, User agrees to follow the following “dumping operation”:
- 3.2.1 Eductor vehicles shall back into the Facility to decant excess water into the settling trough;
- 3.2.2 After excess water is removed, the truck shall be weighed to obtain the net weight of the material. A copy of the weight slip shall be placed in the drop box of every load dumped at the facility. Weight slips shall clearly identify: gross weight, tare weight, and billable weight. Weight slips will be checked against the gate entry log. If there is no slip, the customer will be charged for a full load based upon the capacity of the vehicle. Users are not to use the site other than to dump. Gate access shall be monitored for billing purposes. If a user accesses the facility and there is no weight slip present for that access the user will be billed for a full load of the vehicle assigned to that access card; AND
- 3.2.3 After weighing the remaining portion of the load, it shall be dumped, as far back in the facility as is practical to limit the amount of material that may spew out into the parking lot.
- 3.3 In addition to any other remedies that may be available to the City, the City may terminate this Permit and bar User from any future use of the Facility for failure to follow the procedures outlined in Section 3.2.

Section 4 – Required Training

In order to insure the proper and safe use of the Facility, training is required prior to use of the Facility. Training consists of a walkthrough of the Facility with a representative of the City to explain how the Facility operates and what is expected from those who use the Facility. The City shall issue a letter of fulfillment (“Letter”) that documents that the User has completed the training requirement. User shall not be allowed to use the Facility until completing this training and receiving the Letter. Further, User shall not allow any of its employees or agents to use the Facility without receiving the training and Letter required hereunder.

Section 5 – Safety

All personal injury, including first aid incidents, or damage to vehicles or buildings must be reported immediately to the Safety Specialist at Bellingham Public Works (360-778-7700). Users shall follow all Washington State safety policies and regulations while inside the Facility. It is encouraged that a ground guide be used whenever operating a vehicle inside the Facility. The City shall not be responsible in any manner for User's use of the Facility, except to the extent of the City's sole negligence.

Section 6- Cost for Service

The cost of depositing one ton of Acceptable Wastes is \$147.56 for 2020. This amount is subject to change at the end of the term of the Permit. The User will be billed monthly and User agrees to pay the bill in full within 30 calendar days of the date of the bill. Late payments will be charged a late fee of \$25 and returned checks are subject to a \$20 fee. In addition to any other remedies that may be available, User's failure to pay the bill after 60 calendar days shall automatically terminate this Permit and cause User to forfeit the privilege to use the Facility.

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	March 16, 2020	
Name of Agenda Item:	Professional Service Agreement – BOSTEC, Inc.	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
BOSTEC, Inc. – Professional Services Agreement		
Summary Statement:		
Professional Service Agreement - The attached agreement is for provision of Drug and Alcohol Testing Services and Reasonable Suspicion Training for managers by BOSTEC, Inc., and the agreement by the City of Lynden for payment of said services.		
Recommended Action:		
Council consideration and approval for Mayor to sign the BOSTEC, Inc. – Professional Services Agreement.		

**CITY OF LYNDEN – BOSTEC, INC.
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made on _____, **2020**, between CITY OF LYNDEN ("City"), a Washington municipal corporation and **BOSTEC, INC.** ("Consultant"). City and Consultant may be referred to herein individually as "Party" or collectively as "Parties."

In consideration of the mutual benefit derived by the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and covenant as follows:

1. PROJECT

Consultant shall perform all services and furnish all labor, tools, materials, and equipment for the City's **Drug and Alcohol Testing Services in Whatcom County, Washington, and for Reasonable Suspicion Training for Managers** ("Services") in accordance with and as more fully described in **Attachment A – Scope of Work**. No additional services shall be performed or deemed authorized without the written prior authorization from the City.

2. COST OF SERVICES

The City shall pay Consultant for actual services rendered per **Attachment B - Rates and Charges**. ("Cost of Services"). The Rates and Charges include all costs associated with the Services, including, but not limited to labor, materials, overhead, administrative, and permit and regulatory costs, unless otherwise agreed to by the Parties in writing. Prior written approval from the City is required for any services not included in the Scope of Work (Attachment A). Consultant shall have no right or claim for payment for services provided which are not included in the Scope of Work (Attachment A) even if said services were performed in good faith. Any services performed in violation of this paragraph shall be at the sole cost and expense of Consultant.

3. AGREEMENT TERM/PERIOD OF PERFORMANCE

Consultant shall commence work under this Agreement upon receipt of notice to proceed from the City. This Agreement shall expire two (2) years after the date of mutual execution unless extended by the Parties or terminated earlier by the City pursuant to Section 11 herein.

4. PAYMENT TERMS

The Project Cost shall be payable in the following manner: On or before the ____ day of each month in which services have been rendered, Consultant shall submit a detailed monthly invoice for all services provided describing in reasonable and understandable detail the services invoiced, the progress of the Scope of Work, and the requested payment amount. The City shall issue a warrant for payment of approved services contained in the invoice within thirty (30) days after approval.

5. CHANGE IN THE SCOPE OF WORK

Change in the Scope of Work, Project Cost, or Term shall require execution of a written amendment signed by the Consultant and City. The City may at any time order additions, deletions, revisions, or other written changes in the Scope of Work. The Consultant will prepare and submit a proposal to the City for consideration that details changes to the Scope of Work, Project Cost or Term, at the request of the City.

6. STANDARD OF CARE

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all tests, reports and other services prepared or performed pursuant to this Agreement. The Consultant shall perform its work to conform to generally accepted professional standards applicable to the types of services and work provided hereunder. The Consultant shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or specific breaches of a contractual obligation in such tests, reports and other services. The City's approval of tests, reports, plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. Consultant shall remain liable for damages and costs incurred by the City arising from Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

7. INDEMNIFICATION

Consultant and subcontractors of Consultant agree to defend, indemnify, and hold harmless the City, its commissioners, officers, managers, employees, engineers, agents, and volunteers from and against any and all demands, claims, losses, injuries, damages, liabilities, suits, judgments, reasonable attorneys' fees and costs, and other expenses of any kind on account of, relating to, or arising out of Consultant's performance of the Scope of Work under this Agreement, except to the extent such injuries or damages are caused by the negligence of the City. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties. If a court of competent jurisdiction determines that this agreement is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify, and hold harmless the City, its officers, employees, agents and volunteers shall be limited to the extent of the City's negligence. Consultant shall include this indemnification obligation for the benefit of the City as a subcontractor requirement in any subcontractor agreement which includes performance of services under this Agreement; provided that, Consultant shall remain wholly responsible to the City for performance of the indemnification obligation set forth herein. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

8. INSURANCE

Consultant shall obtain, and keep in force during the term of this Contract, insurance policies as follows:

- a. **Commercial General Liability.** Limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.
- b. **Automobile Liability Insurance.** Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
- c. **Workers' Compensation.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal Law.

- d. **Professional Liability.** Professional Liability coverage may be required at the option the City, in an amount of not less than \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the commencement of the Term and coverage shall remain in effect for the Term of this Agreement plus three (3) years.
- e. The insurance policies shall specifically name the City, its elected or appointed officials, officers, employees, and volunteers as insureds with regard to damages and defense of claims arising from (1) activities performed by or on behalf of the Consultant; or (2) products and completed operations of the Consultant; or (3) premises owned, leased, or used by the Consultant.
- f. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the City; and (3) shall state that the City will be given at least 45 days' prior written notice of any cancellation, suspension or material change in coverage.
- g. Before commencing work and services, Consultant shall provide to the City a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this section. The City reserves the right to request and receive a certified copy of all required insurance policies.
- h. Any payment of deductible or self-insured retention shall be the sole responsibility of Consultant.

9. COMPLIANCE WITH CODES AND REGULATIONS

Consultant is expected to comply with all applicable statutes in performing the Scope of Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Consultant performs the services.

10. PERMITS, TAXES, TEMPORARY FUNCTIONS

Consultant shall secure and pay for all permits, fees and licenses necessary for the performance of this Agreement. Consultant shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which Consultant may be liable in carrying out this Agreement.

11. TERMINATION

This Agreement may be terminated by the City for cause when the City deems continuation to be detrimental to its interests or for failure of the Consultant to adequately perform the services specified in the Agreement. The City may terminate this Agreement for cause by sending a written notice to Consultant that specifies a termination date at least seven (7) days after the date of notice. This Agreement may also be terminated by the City without cause by sending written notice to Consultant that specifies a termination date at least thirty (30) days after the date of notice. Unless terminated for Consultant's material breach, Contractor shall be paid or reimbursed for all hours worked up to the termination date, less all payments previously made; provided that the work performed after the date of notice must be only that which is reasonably necessary to terminate the work in a professional manner, unless otherwise agreed.

12. GENERAL PROVISIONS

a. **Notices.** Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the Parties as set forth below or to such other address as either Party shall have previously designated by such a notice:

City:

Attn: Human Resources Manager
City of Lynden
P.O. Box 650
Lynden, WA 98264

Consultant:

Attn: Richard Bosman
Bostec, Inc.
P.O. Box 468
Lynden, WA 98264

Phone: (360) 354-1170

Phone: (360) 354-3325
Fax: (360) 354-8175

Attn:

b. **Records and other Tangibles.** Until the expiration of six (6) years after the term of this Agreement, Consultant agrees to maintain accurate records of providing the services specified by the Agreement and to deliver such records to the City as requested by the City.

c. **Ownership of Work.** The City has ownership rights to the tests, reports, plans, specifications, and other products prepared for the Project by the Consultant. Consultant shall not be responsible for changes made in the tests, reports, plans, specifications or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the City’s prior consent.

d. **Disclosure.** All information developed by Consultant and all information made available to the Consultant by the City, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by Consultant without the written consent of the City, unless said information is made publicly available by the City.

e. **Non-Discrimination.** During the term of this Agreement, the Consultant agrees that no person shall, on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical disability, be discriminated against by the Consultant.

f. **Relationship of the Parties.** 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. The Consultant is an independent contractor. The Consultant is responsible for its acts or omissions and acts or omissions of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

g. **Entire Agreement.** This Agreement and its attachments contain the entire understanding between the City and Consultant relating to the Project which is the subject of this Agreement. Subsequent

modification or amendment of this Agreement shall be in writing and signed by the Parties to the Agreement.

- h. **Waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
- i. **Assignment.** The Consultant shall not assign or transfer any interest in this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the City. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Consultant. This Agreement is made only for the benefit of the City and the Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third-party beneficiary.
- j. **Severability.** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- k. **Dispute Resolution.** If any dispute, controversy, or claim (collectively “dispute”) arises out of this Agreement, the Parties agree to first try to settle the dispute in non-binding mediation with the assistance of a recognized professional mediation service. The Parties shall each designate a representative with full settlement authority who will participate in the mediation. The Parties shall bear all expenses associated with the mediation equally, except for attorneys' fees. Any dispute subject to, but not resolved by, mediation shall be subject to a private arbitration which, unless the Parties mutually agree otherwise, shall be held in accordance with RCW 7.04A.
- l. **Jurisdiction/Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement, including the enforcement of any arbitration award, shall be brought in Whatcom County Superior Court, Whatcom County, Washington.
- m. **Attorneys' Fees.** In the event that any Party commences litigation against the other Party relating to the performance, enforcement or breach of this Agreement, the prevailing party in such action shall be entitled to all costs, including attorneys' fees, expert witness fees and costs and any such fees or costs incurred on appeal.
- n. **Counterparts.** This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

In Witness Whereof, the Parties enter into this Agreement, mutually agree on above terms, are authorized to execute this Agreement and the Parties have executed this Agreement on the day and year indicated.

ATTACHMENT A – SCOPE OF WORK

DRUG AND ALCOHOL TESTING SERVICES IN WHATCOM COUNTY, WASHINGTON

Consultant will provide the City with as-needed drug and alcohol testing services in support of the City's Drug and Alcohol Program. In addition, Consultant will provide reasonable suspicion training for City management and support services related thereto.

ATTACHMENT B – RATES AND CHARGES

Screening Services	Rates (per each)
Alcohol screen	\$30.00
Five panel screen	\$50.00
Ten panel screen	\$60.00
Medical Review Officer (MRO) evaluation	\$25.00 - \$50.00

Reasonable Suspicion Training for Managers shall be paid at the following rate: _____.

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	March 16, 2020	
Name of Agenda Item:	Client Service Agreement- Pinnacle	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Pinnacle Investigations – Client Services Agreement End-User Agreement & Certification from Employer to Consumer Reporting Agency		
Summary Statement:		
<p>Client Service Agreement - The attached agreement is for provision of pre-employment and ongoing staff background investigative services by Pinnacle Investigations and the agreement by the City of Lynden for payment of said services.</p> <p>End-User Agreement & Certification from Employer to Consumer Reporting Agency - The attached agreement certifies to Pinnacle Investigations that the City of Lynden will comply with the provisions in the Fair Credit Reporting Act and any applicable state law as it pertains to “consumer report” and/or “investigative consumer report” to be obtained for employment purposes.</p>		
Recommended Action:		
Council consideration and approval for Mayor to sign the Pinnacle Investigations – Client Services Agreement End-User Agreement & Certification from Employer to Consumer Reporting Agency.		

Client Service Agreement

In consideration of Pinnacle Investigations Corp. agreeing to provide investigative services, and for the promise of payment to Pinnacle Investigations Corp. as set forth herein, the following terms and conditions are hereby agreed by and between Pinnacle Investigations Corp. hereinafter referred to as **Pinnacle and** _____, the entity contracting with Pinnacle (hereinafter referred to as "Client"). This agreement is hereinafter referred to as the "Contract".

- 1) Payments for Services. The Client agrees to pay Pinnacle for its services and those of its employees at the rates set forth in any accompanying *Pre-Employment Package Price List* and *Element Price List*. Prices are subject to change with thirty (30) days notice. Payment will be made by company check, cashier check, or credit card.
- 2) Court Access Fees and Third Party Verifier Fees. The Client agrees to pay Pinnacle for all Court Access Fees and Third Party Verifier Fees incurred during the course of the investigation.

Payment terms are Net 20, unless otherwise agreed upon in writing. The Client agrees to pay all bills for service at agreed upon rates. Pinnacle shall issue an invoice at the time such services are rendered, due and payable within twenty (20) days of receipt of invoice, with a 1-1/2% per month finance charge for payments made past that date. Such nonpayment may result in the termination of Client's access privileges and suspension of Pinnacle's obligation to perform any further services. Services are subject to Washington State sales tax, where applicable. Client shall be responsible for all costs of collection, including reasonable attorney fees and court costs.

- 3) Guarantee of Results. The Client acknowledges that Pinnacle does not guarantee results from its investigative efforts. Pinnacle will use its best efforts and all resources readily available on behalf of the Client, but we are limited to the accuracy of the information collected and make no warranties or representations of the accuracy of the information it provides. Pinnacle maintains strict operating procedures to ensure maximum possible accuracy in the reporting of public records and maintains a clear and conspicuous Reinvestigation Procedure in the event of disputed accuracy by the consumer.

- 4) Compliance with Laws and Regulations. The parties agree that in connection with the investigation or consultation for which Pinnacle is retained by this Contract, Pinnacle and Client will at all times comply with the laws and regulations of the United States, the State of Washington, and any jurisdiction in which Pinnacle is performing services on Client's behalf, and that the information provided by Pinnacle is intended solely for the furtherance of legitimate and lawful pursuits. Pinnacle strictly adheres to the Gramm-Leach-Bliley Act and the Fair Credit Reporting Act. Pinnacle and its employees use a combination of public records to obtain all information within federal and state guidelines. Client agrees to hold Pinnacle harmless in regards to any legal issues that may occur after the final report is issued to the Client, due to Client's failure to comply with the terms of this section or its misuse of the information contained in the final report, but specifically excluding any legal issues that arise due to the negligence of Pinnacle in performing its obligations under this Contract.

- 5) Fair Credit Reporting Act. Pinnacle is a Consumer Reporting Agency (CRA) and is regulated by the Fair Credit Reporting Act (FCRA). Client agrees to comply with end-user responsibilities set forth in the End-User Agreement provided by Pinnacle regarding Disclosure & Authorization, Permissible Purpose for requesting a background report, and compliance with Adverse Action Procedures. Any violations could result in suspension or termination of services. Client is responsible for consulting with Legal Counsel regarding their responsibilities under the FCRA, Federal and Applicable State Laws regarding the use of background checks in the employment and hiring process. Additional agreements and requirements will be required if credit reports are sought.

- 6) Confidentiality of Information. All Personally Identifiable Information (PII) of consumers is considered confidential and will not be sold or distributed to any individual, corporation or organization. Information provided will be used exclusively for the background process and will not be utilized for any other purposes. If required by law, Pinnacle will comply with law enforcement inquiries for information that is requested by legal authorities. Pinnacle's complete Privacy Notice is posted on our website and available upon request.

- 7) Standard of Care. Pinnacle shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all reports and other services prepared or performed pursuant to this Contract. Pinnacle shall perform its work to conform to generally accepted professional standards applicable to the types of services and work provided hereunder. Pinnacle shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this

Contract. Pinnacle shall, without additional compensation, correct or revise any errors, omissions or specific breaches of a contractual obligation in such reports and other services. Client's approval of reports and other materials shall not relieve Pinnacle of responsibility for the adequacy or accuracy thereof. Pinnacle shall remain liable for damages and costs incurred by the Client arising from Pinnacle's errors, omissions or negligent performance of services furnished under this Contract

8) Indemnification. The Client agrees to indemnify, protect and hold harmless Pinnacle for any losses and expenses that Pinnacle may incur or become liable as a result of the willful or negligent acts or omissions of the Client in performing its obligations under this Contract. Pinnacle agrees to indemnify, protect and hold harmless, Client for any losses or expenses that Client may incur or become liable as a result of the willful or negligent acts or omissions of Pinnacle in performing its obligations under this Contract.

9) Limitation on Liability. Neither party will be liable for special, indirect, or consequential damages arising out of or in connection with this Contract, whether based on contract, tort, including negligence or otherwise.

10) Dispute Resolution Through Binding Arbitration. Except that either party may seek any appropriate action (such as injunctive, equitable, or similar relief of a court order, with or without penalties, to comply with the terms of this Contract) from a court to prevent or mitigate a breach or a further breach, as the case may be, of this Contract, all disputes, controversies, or claims arising out of or in relation to this Contract shall be finally settled under the rules of the American Arbitration Association. The place of arbitration will be determined and agreed on by both parties. The cost of the American Arbitration Association will be divided equally between the Client and Pinnacle.

11) Information is proprietary. All educational materials provided by Pinnacle to the Client remains the exclusive property of Pinnacle for use by the Client, and are not to be redistributed without prior permission.

12) Applicable Laws. This Contract and any disputes, civil actions or other proceedings shall be governed by the laws of the State of Washington and the arbitration provisions set forth in Section 9 above.

13) Forum Selection. Any suit relating to or to enforce this Contract, including the enforcement of any arbitration award, shall be brought in Whatcom County Superior Court, Whatcom County, Washington.

14) Severability. In the event that a term or condition of this Contract is held to be invalid or unenforceable, the remainder of the remaining terms of the Contract shall remain in full force and effect.

15) Assignment. Pinnacle shall not assign, or transfer any interest in this Contract in whole or in part to any individual, firm or corporation without the prior written consent of the Client. Subject to the provisions of the preceding sentence, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of Pinnacle. This Contract is made only for the benefit of the Client and Pinnacle and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third-party beneficiary.

16) Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

17) Attorney's Fees. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Agreement, the prevailing party in such action shall be entitled to all costs, including attorneys' fees, expert witness fees and costs and any such fees or costs incurred on appeal.

18) Termination. This Contract is not intended as a contract to require the use of Pinnacle's services. If Client wishes to terminate services at any time, it can do so by discontinuing requests for background investigations.

19) Contract Represents Entire Agreement. This Contract constitutes the entirety of the agreement between Client and Pinnacle Investigations. This Contract supersedes any previous oral or written communications. This Contract may not be modified or amended except in writing and mutually agreed upon by both parties.



20) Counterparts. This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

I HAVE READ THIS CONTRACT IN ITS ENTIRETY, UNDERSTAND THE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THOSE TERMS AND CONDITIONS.

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Name & Title: _____

Signature: _____ Date: _____

End-User Agreement & Certification from Employer to Consumer Reporting Agency

In compliance with the Fair Credit Reporting Act (the “Act”) and applicable state law, Employer hereby certifies to Pinnacle Investigations that it will comply with the following provisions.

Employer certifies that prior to obtaining or causing a “consumer report” and/or an “investigative consumer report” to be obtained for employment purposes:

1. A clear and conspicuous disclosure, **in a document consisting solely of the disclosure**, will be made in writing to the consumer. The disclosure will explain that a consumer report and/or an investigative consumer report may be obtained for employment purposes, and will be presented to the consumer before the report is procured or caused to be procured. The disclosure will satisfy all requirements identified in Section 606(a)(1) of the Act.
2. The consumer will have authorized, in writing, the obtaining of the report by Employer.

Should the consumer make a written request within a reasonable amount of time, Employer will provide:

1. Information about whether an investigative consumer report has been requested;
2. If an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and
3. The name and address of the outside agency to whom requests for any of these reports has been made.

This information will be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

If any adverse employment decision is made (hiring, promotion, reassignment, termination, etc.) in whole or in part on the basis of the report, Employer will provide to the applicant or employee:

1. A copy of the report;
2. A description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act.”
3. Pre-Adverse and Adverse Action letters as required by the Fair Credit Reporting Act

The information from the report will not be used in violation of any applicable federal or state equal employment opportunity laws or regulations.

California Employers Only: In compliance with applicable provisions of California state law, Employer certifies the following: Employer has made all disclosures required by California Civil Code section 1786.16(a) and will comply with all the requirements of California Civil Code section 1786.16(b).

1. *[If a copy of the report will be provided to the consumer directly by the employer, include the following:* If an investigative consumer report is requested for reasons other than suspicion of wrongdoing or misconduct by the consumer, then Employer will provide the consumer with a copy of the report, as required by California Civil Code section 1786.16] *[If a copy of the report will be provided to the consumer by the consumer reporting agency, include the following:* If an investigative consumer report is requested and the consumer checked the box on the authorization form signifying s/he

wants a copy of the investigative consumer report when and if s/he is entitled to one under California law, then Employer hereby requests that a copy of the report be sent to the subject of the report **unless** the report is requested in connection with an investigation based upon suspicion of wrongdoing or misconduct by the consumer **and Employer has notified you that a copy should not be provided to the consumer**, in accordance with California Civil Code section 1786.16]



2. If a credit report is requested, and if the consumer checked the box on the authorization from signifying s/he wants a copy of the credit report, then the Company hereby requests that a copy of the credit report be sent to the subject of the report, in accordance with California Civil Code section 1785.20.5

Section 604 of the FCRA states any consumer reporting agency may furnish a consumer report under the following circumstances and no other:

1. In response to the order of a court having jurisdiction to issue such an order, or a subpoena issued in connection with proceedings before a Federal grand jury.
2. In accordance with the written instructions of the consumer to whom it relates.
3. To a person which it has reason to believe:
 - a. Intends to use the information in connection with a credit transaction involving the consumer on who the information is be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or
 - b. Intends to use the information for employment purposes; or
 - c. Intends to use the information in connection with the underwriting of insurance involving the consumer; or
 - d. Intends to use the information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; or
 - e. Intends to use the information, as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; or
4. Otherwise has a legitimate business need for the information
 - a. In connection with a business transaction that is initiated by the consumer; or
 - b. To review an account to determine whether the consumer continues to meet the terms of the account.

The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, or imprisoned not more than two years, or both. Please fill out the section below to confirm your permissible purpose and acknowledge receipt of the Notice of Users to Consumer Reports.

Permissible Purpose: Employment Purposes

Company Name: _____

Your Name & Title _____

Signature: _____

Date: _____

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

**NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and

employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations are available at www.consumerfinance.gov/learnmore.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

CITY OF LYNDEN



EXECUTIVE SUMMARY

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



Introduction

Scott Goodall, PE, Impact Design

Mark Hollander, Hollander Investments

Discussion of PRD Amendment #19-01 as Remanded by Council

Recap

- RB Development / Heritage Park PRD is a 28.7 acre development located between Badger Road and Aaron Drive and Bender Road and Vinup Drive. It was approved with plans for apartments, condominiums and townhomes for up to 437 units.
- RB Development PRD was approved in 1994 and has been amended several times from the original design to include the construction of the Christian Health Care Center and changes in other building layout design.
- The PRD amendment was applied for in October of 2019. The purpose of this amendment was to facilitate the construction of the Parkview West Senior Housing Apartment Expansion. The goal of this project is to provide for an affordable senior housing facility in Lynden. There is a great need for affordable senior housing in Lynden. The design of the building required the following amendments to the PRD:
 - Proposed 15' Front Yard Setback / Existing PRD has a 30' Front Yard Setback
 - Proposed 45' Height Limit (5 Story Building) / Existing PRD has a 2-story height limit
 - Proposed 50 units per building / Existing PRD has a 30 unit limit per building
 - Proposed 25% Open Space / Existing PRD has a 30% Open Space Requirement for this Area
 - Proposed to meet City of Lynden Parking Code for Retirement Housing
 - Proposed to remove the storage space requirement for the additional units
- A Planning Commission Meeting was held on October 10, 2019. The Planning Commission agreed that senior housing was greatly needed in Lynden but had reservations about the size and scale of the building and parking.
- A City Council Meeting was held on December 2, 2019, in which the Council remanded the PRD amendment back to the Planning Commission for further review and discussion of applicability of LMC 19.29.010 (PRD Purpose), 19.29.060 (PRD Minimum Requirements) and 19.29.110 (PRD Approval).

Current Proposal

- In response to comments from the Planning Commission, the Parkview West Senior Housing Apartment Expansion building design has been revised to address the concerns brought up in the last meeting
 - The unit count has been revised to 41 instead of 50
 - The greater unit count is required to provide for an elevator. A senior housing facility must have an elevator. To make the units affordable, the cost of the elevator must be split between many units.

As mandated by the Council Remand, I will provide a code review for LMC 19.29.010 (PRD Purpose), 19.29.060 (PRD Minimum Requirements) and 19.29.110 (PRD Approval).

Purpose of PRD's (LMC 19.29.010)

- This project is consistent with the primary purpose of PRD's as described in LMC 19.29.010:
- The primary purpose of a planned residential development (PRD) or master planned residential development (MPRD) is to promote creativity in site layout and design, allowing flexibility in the application of the standard zoning requirements and development standards. More specifically, it is the purpose of this chapter to:
 - (A) Meeting the Goals of the Comprehensive Plan
 - **Goal H-2: Provide a mix of single-family and multifamily homes that achieves the density necessary to accommodate projected population growth over the 20-year planning period.**
 - Policy 2.1: Zoning should be applied to ensure that future residential development over the planning period is composed of approximately 60% single-family units and 40% multifamily units.
 - **Goal H-3: Provide for a wide variety of housing types, including low cost housing, for different needs and desires in appropriate locations**
 - Policy 3.6: The City encourages the construction of new senior housing and may allow increased density to encourage this type of housing.
 - Policy 3.8 The City will encourage the including of affordable housing units and may grant exemptions such as higher density,
 - (B) Preserving native vegetation and critical areas and natural amenities
 - The Parkview West parcel property is already developed with no critical areas or woodlands. This project is designed as an infill development will result in no environmental impacts to critical areas or farmland, which would be likely if the project was constructed on an undeveloped property.
 - (C) Encourage Infill within areas of the City
 - This is an infill development project

Our project meets three of the (5) primary purposes for PRD's.

Minimum Standards for PRD's (LMC 19.29.060)

- New development in the PRD needs to meet certain standards including building height, setbacks, lot coverage, and other restrictions.
- This PRD amendment only deviates from the minimum standards for PRD's per LMC 19.29.060 in one area:

- LMC 19.29.060 requires a 25' minimum perimeter setback, we are proposing a 20' setback. The 20' setback is allowed in the adjacent Bender Plaza. The project narrative provided for your review incorrectly references a 15' minimum setback, which was clarified by City staff.
- LMC 19.29.060 (J) - Where the applicant seeks to depart from the minimum standards in the PRD Process, the commission shall consider one or more of these (5) factors. **Not only does the project achieve one required factor; it meets all of them:**
 - (1) The modification of minimum standards protects or improves the character of the surrounding neighborhood in terms of architectural scale, view corridors, the aesthetic character or provisions of services:
 - The architectural scale and high aesthetics of the proposed building will improve the character of the surrounding neighborhood. The proposed building will be vastly superior in aesthetics, and a great improvement over the existing Parkview West dated vinyl siding.



Existing Parkview West Apartments



Proposed Parkview West Senior Housing Expansion

- (2) The modification of minimum development standards protects critical areas and the environmental quality of the parcel(s) to be developed;
 - This infill project protects the environment as it impacts no critical areas, has no shorelines impacts, does not displace farmland. This project would likely have critical areas impacts if it were constructed on an undeveloped parcel.
- (3) The modification of minimum standards is necessary to permit reasonable development as a result of unique characteristics of the property or the proposed uses;

- The goal of this project as a proposed use is an affordable senior housing facility. A senior housing facility must have an elevator. To make the units affordable, the cost of the elevator must be split between many units resulting in a larger structure and less setbacks.
- Affordability in housing increases with density and efficiency in design. This project is economically efficient by building on land already served by utilities. Building on undeveloped land would result in much greater development costs which would be past down to the tenant.
- (4) The modification of building height (subject to Section 19.29.060(2)) or building setbacks where reasonably necessary due to arrangement of buildings and open spaces as they relate to various uses within or adjacent to the planned development; provided that any such modification shall be consistent with subsection (a) herein;
 - Due to the arrangement of buildings on this property, the setback must be 20'. Nothing less will work without demolishing a portion of the existing Parkview West Apartments, which would be an unacceptable treatment of the current tenants.
- (5) The modification of minimum standards is adequately mitigated by reasonably related public improvements proposed in connection with the planned development.
 - This project will construct a pedestrian crossing to Bender Fields as a public improvement to aid in congestion issued brought to light around Bender Fields.

Criteria for Approval

Per LMC Section 19.29.110, the Planning Commission shall approve or deny the PRD Amendment based on the following criteria.

A. **Design Criteria:** The design of the PRD or MPRD shall achieve two or more of the following results. Not only does the project achieve the two required criteria; it meets all of them:

1. High quality architectural design, placement, relationship or orientation of the structures;

The Architectural Design is a vast improvement over the existing Parkview West exterior of vinyl siding.

2. Achieving the allowable density for the subject property;

The original RB Development / Heritage Park PRD contemplated 437 total units. The existing PRD contains 343 existing units. The unit count for the Christian Health Care Center was determined by the #19-01 Official Remand Order to be 85 units in the PRD Amendment. This is based on 57 semi-private suites and 28 private suites per LMC 17.01.030. As can be seen, there is capacity for 94 additional units available in the development. We propose only 41 more units, allowing for 53 future units in the PRD.

Development	Unit Count
Heritage Park Estates Condominium	64
Lynden Manor Townhomes	40
Lynden Manor	109
Christian Health Care Center	85
Parkview West Apartments	45
Total Existing Units:	343
<i>Proposed Parkview Senior Housing Expansion</i>	<i>41</i>
Total Unit Count:	384
Originally Contemplated:	437

3. Providing housing types that effectively serve the affordable housing needs of the community;

Affordable senior housing is the goal of this project. The building expansion will provide studio and one-bedroom units, which are much more affordable than large two and three bedroom units. Many seniors who are on fixed incomes need affordability and seek efficient spaces.

4. Improving circulation patterns;

This project proposes a pedestrian crossing from the north side of Aaron Drive to Bender Fields. This will help to alleviate congestion and increase pedestrian circulation in this part of town.

5. Minimizing the use of impervious surfacing materials;

This project will minimize impervious surface by providing a very efficient design for the construction of 41 additional units. This building would take up twice as much space if the existing PRD height restrictions were upheld. Pervious pavement will be used as feasible.

6. Increasing open space or recreational facilities on-site;

The existing open space on the parcel will be improved. This will include a community garden for tenants, or possibly a fenced dog park area.

7. Preserving, enhancing or rehabilitating the natural features of the property such as significant woodlands, or critical areas;

The Parkview West parcel property is already developed with no critical areas or woodlands. This project is designed as an infill development will result in no environmental impacts to critical areas or farmland, which would be likely if the project was constructed on an undeveloped property.

B. **Perimeter Design** – The perimeter of a PRD or MPRD shall be appropriate in design, character and appearance with the existing or intended character of the development adjacent to the subject property and with the physical characteristics of the property.

Most of the existing commercial buildings in the PRD are above average aesthetic appeal. Our project will be a continuation of the aesthetics of Bender Plaza and a vast improvement over the dated look of the existing Parkview West Apartments.

C. **Streets and Sidewalks** – Existing and proposed streets and sidewalks within a PRD or MPRD shall be suitable to carry the anticipated traffic within the proposed development and the vicinity. The design of the circulation system shall be consistent with the requirements of Chapter 18.14 LMC.

The original PRD was approved with 437 units. The total unit count after the proposed Parkview West Senior Housing Expansion is 384. This is less than the originally approved 437 units assumed during the original traffic study and engineered design of the roadways and sidewalks in the development, which was consistent with LMC 18.14.

Conclusions

- The main consensus of the last planning commission meeting was that affordable senior housing was needed in Lynden. We all agreed on this and that is the goal of this project. Our project will provide affordable senior housing in a desirable location with access to nearby amenities such as Bender Plaza and public parks.
- We believe that we have addressed the comments in our design made by the Planning Commission with our revised design. An affordable senior housing facility cannot be placed here without making amendments to the PRD. We have made compromises in our amendments as requested by the Planning Commission.
- Please consider staff recommendations when making your decision:
 - “Staff recognizes that the project may be more urban in nature than previous development within the City. However, given the goals of the PRD code, the Comprehensive Plan, and the nature of the revised proposal staff has concluded that proposal warrants approval”
- Please consider applicable LMC sections referenced above in detail when making your decision as remanded by the Council.

3.7 HOUSING GOALS AND POLICIES

Goal H-1: Maintain and enhance the quality of existing neighborhoods.

Policies

- 1.1. Establish standards for infill development that ensure compatibility with the character of existing neighborhoods.
- 1.2. Enhance and maintain public rights-of-way, parks, and open spaces by providing sidewalks, lighting, landscaping, and other amenities.
- 1.3. Provide buffers, including landscaping, between commercial, industrial, or higher density land uses and existing residential neighborhoods.
- 1.4. Solicit neighborhood and community comment on proposed plans in existing residential neighborhoods.

Goal H-2: Provide a mix of single-family and multifamily homes that achieves the density necessary to accommodate projected population growth over the 20-year planning period.

Policies

- 2.1. Zoning should be applied to ensure that future residential development over the planning period is composed of approximately 60% single-family units and 40% multifamily units.

Goal H-3: Provide for a wide variety of housing types, including low cost housing, for different needs and desires in appropriate locations.

Policies

- 3.1. Allow multi-family housing to be dispersed throughout the City as long as the character of existing neighborhoods is maintained.
- 3.2. Encourage use of the **Planned Residential Development** ordinance, which allows for diversification of housing types and the preservation of open space.
- 3.3. Provide zoning that allows for mixed density neighborhoods.
- 3.4. Where the Planning Commission and the City Council finds that there are adequate reasons for such designation. These reasons may include special topographical conditions, geographic location, and the creation of large planned unit residential developments.

- 3.5. In order to provide for a wide choice of housing types and costs, the City of Lynden will allow, in appropriate areas, alternative residential housing units such as group and cooperative housing, assisted living facilities, mobile and modular homes.
- 3.6. The City of Lynden encourages the construction of new senior housing, and may allow bonuses such as lesser parking requirements and increased density to encourage this type of housing.
- 3.7. The community of Lynden will provide creative opportunities for affordable housing, for all income levels, with the emphasis toward ownership, for at least 80% of those households who: 1) are at or below 80% of median income for Whatcom County, 2) and whose shelter costs exceed 30% of gross income.
- 3.8. The City of Lynden will encourage the inclusion of affordable housing units or lots in developments by granting some special exceptions to a developer. These exceptions include smaller lots, higher density, reduced impact fees, or other exceptions as deemed appropriate by the Planning Commission and the City Council.
- 3.9. Redevelopment or infill development that creates new multifamily housing should be permitted at the fringes of existing industrial or commercial areas.

Goal H-4: Establish standards for multifamily housing that ensure its compatibility with the existing character of Lynden.

Policies

- 4.1. Provide architectural standards and architectural review of new multifamily development.
- 4.2. Ensure that new multifamily housing is integrated with existing neighborhoods, through its siting and design.
- 4.3. Provide buffers and greenbelts between multi-family and single family residences.
- 4.4. Ensure compatibility of scale, massing, setbacks, and other architectural elements between new multifamily development and existing adjacent single-family housing.

Planning Commission Remand Hearing February 27, 2020

Director Memo

Revised Applicant Submittal



Planning Department Memorandum

To: Planning Commission
From: Heidi Gudde, Planning Director
Meeting Date: February 27, 2020
Re: Proposed PRD Amendment – RB Development: Council Remand

Background: The RB Development Planned Residential Development (PRD) was originally approved in 1994. It encompassed 28.7 acres of property located between Badger Road and Aaron Drive and stretched from Bender Road to Vinup Road.

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

Amendment Application: In October 2019 an application to amend the RB Development PRD came before the Planning Commission. The amendment sought to establish a new perimeter (front) setback for the Parkview Apartments parcel, revise an existing storage requirement,



CITY OF LYNDEN

PLANNING DEPARTMENT

Heidi Gudde, Planning Director
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reestablish a previously approved height limitation of 45 feet, and decrease the open space requirement from 30% to 25%. These amendments were proposed in order to facilitate the construction of a 50 unit apartment building geared specifically to senior living.

As required by the City's parking code, the proposal provided one parking space for each senior unit and two spaces for each non-senior unit already existing within the complex. The building has a central elevator and shared amenities. The existing apartments on the site will be maintained as well as the shared green space at the center of the project. The applicant proposes that the project could provide support housing for residents of the next-door Christian Health Care Center. The applicant asserts that all types of senior housing is badly needed in the Lynden area.

The Planning Commission agreed that senior housing was needed. However, at the conclusion of the public hearing the group recommended denial of the proposal.

Not wanting to abandon the project, the applicant took the proposal to the City Council on December 2, 2019. The staff recommendation that accompanied the application to Council noted the support for senior housing and provided potential design concessions to address concerns raised in the public hearing.

Rather than decide on a revised application the City Council opted to remand the application to the Planning Commission. A remand order (attached) outlines the Council's request to the Planning Commission.

The revised request now has a unit count of 41 units rather than 50. The maximum building height has been reduced to 41 feet rather than 45 feet. The front setback has been increased to 20 feet rather than 15 feet. Additionally, pedestrian improvements along Aaron Drive have been suggested by staff which could include enhanced crosswalks and traffic calming measures.

Given the revision to the project, a new public hearing was set, and notices sent to the surrounding property owners. It should be noted that along with the legal notice the applicant opted to provide a thorough description of the project and how it's been redesigned (see attached notice). On February 27th the Planning Commission will be asked to reconsider the revised PRD amendment and hold a public hearing on the proposal.

As a reminder, PRD's and their amendments are reviewed according to specific criteria and recommendations made by the Planning Commission should be tied to these criteria. Applicable criteria for PRD's seeking site specific standards can be found in LMC 19.29.060(J) and LMC 19.29.110. **The entirety of these sections have been attached for your reference.**



Staff Conclusions: Section 19.29 of the LMC states that the purpose of Planned Residential Developments (PRD) is to allow flexibility in the application of the standard zoning requirements so that, among other things:

- PRD's facilitate the construction of a variety of housing types and densities, serving the housing needs of the Lynden community and meeting the goal and policies of the Comprehensive Plan;
- The code also encourages infill within areas of the City which are characterized by existing development; and
- Allows for development which preserves critical areas and other natural amenities.

Staff's review of code concludes that the addition to the Parkview Apartments is consistent with the goals and purposes of the City's PRD code. The project seeks to fill a housing need. It's infill which is not just permitted but *encouraged* by the code and the City's Comprehensive Plan. The additional units would be within the scope of the original PRD contract and locates them in an area that does not impact Fishtrap Creek - the most valuable natural amenity within the larger PRD development.

The City's code does not dictate minimum unit sizes. Smaller, more affordable units may not be attractive to all seniors, however, it is a housing type that expands offerings within the City. Nearby amenities that include commercial uses, health services, public transportation, recreational trails and green spaces promote a high quality of life despite smaller living spaces.

The proposal falls within the parameters of the minimum standards of a PRD design with the exception of the front setback. Here the proposal requests a 20 foot setback rather than a 25 foot setback. This request, staff believes, could be mitigated by street enhancements such as improved pedestrian crossings and / or other street amenities.

A significant amount of discussion was had related to on-street parking and nearby uses. It is staff's conclusion that the popularity of nearby uses, such as Bender Park, should not penalize the development potential of an adjacent property owner. If the park is creating an unsafe pedestrian environment or significant traffic congestion at certain times of the day then this should be addressed cooperatively by all contributors. Construction of the Parkview addition along with associated street enhancements could be viewed as a net improvement to pedestrian safety.

Likewise, parking concerns in the area may be related to a variety of contributors. Fundamentally, on-street parking is available to all users. Private development is held to a code required parking standard which the pending application has met. Parking standards that



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exceed code requirements by an arbitrary number would be subjective expectations on the City's part.

Undoubtedly, the new addition would impact the existing Parkview residents. Notably, the addition does not displace residents and, when complete, may offer additional rental options for residents wishing to downsize. Impacts to residents are always important to consider. However, in this case the residents have the option to allow their leases to expire or negotiate a lower rent rate if impacts of the new project warrant a decrease.

Staff recognizes that the project may be more urban in nature than previous development within the City. However, given the goals of the PRD code, the Comprehensive Plan, and the nature of the revised proposal staff has concluded that the proposal warrants approval.

Revised Project Narrative

February 20, 2020

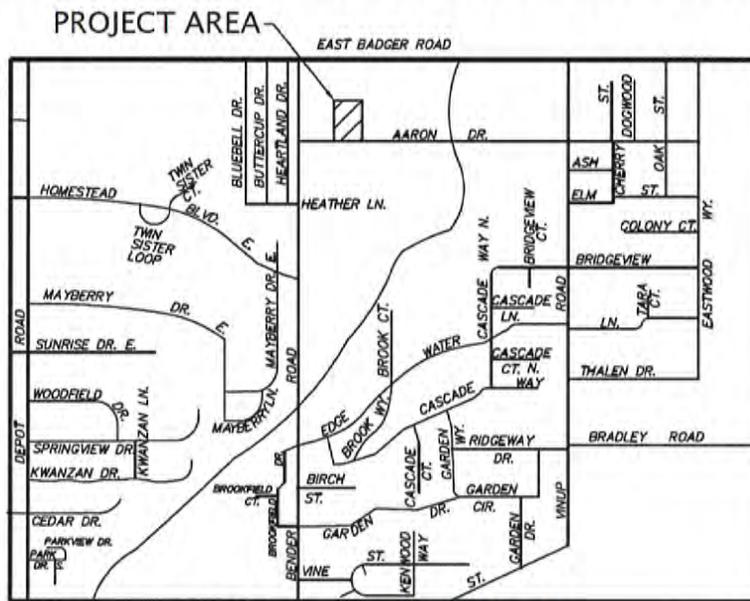
City of Lynden Public Works Department
 300 4th St
 Lynden, WA 98264

RE: Proposed Amendment to the RB Development / Heritage Park PRD
 Revised Project Narrative

As a requirement of the Planned Residential Development (PRD) Amendment to the existing RB Development and Heritage Park PRD, a Project Narrative has been updated based on changes to the site plan and project.

Project Location

This PRD amendment is proposed to facilitate the construction of the Parkview West Senior Housing Expansion at 801 Aaron Drive in Lynden. This will be an age-restricted apartment facility constructed on the Parkview West Apartments parcel. See vicinity map:



VICINITY MAP

The overall goal of this project is to provide affordable senior housing to our community. Whatcom County is in a housing shortage for single bedroom apartments. This can be seen by very low vacancy rates and long wait lists. For seniors living on a fixed income, single bedroom apartment availability is important. Single bedroom apartments can provide a housing

solution in situations where two and three bedroom apartments may not be affordable. Our project will provide affordable senior housing in a desirable location with access to nearby amenities such as Bender Plaza and public parks.

A Planning Commission Meeting was held on October 10, 2019 to discuss this PRD Amendment. The Planning Commission voiced concerns about the proposed building height, parking count, front yard setback and size of the development. As requested by the City Council, the proposal has been revised to address the concerns of the Planning Commission.

Existing Conditions

The project site has been predominantly developed. Two existing multifamily apartment buildings, with 45 total units, have been constructed on the site. The site also contains carports, storage lockers, utilities and parking to serve the development. A green space between the building is also included with amenities for tenants.



Existing Site Conditions

Type and Size of Development

The proposed building expansion will be an age-restricted senior housing facility including 41 additional units in a 4-story apartment building. This is a reduction from 50 units and five stories in the original proposal. The proposed building is approximately 5,097 square feet. This expansion is proposed as an infill development to increase density within the existing RB Development and Heritage Park Planned Residential Development. These infill projects result in reduction in environmental impacts from development in currently undeveloped parcels, such as nearby farmland.

Proposed Development Restrictions

The Development Contract for the RB Development and Heritage Park was approved by Lynden City Council in 1994. The applicant proposes to keep the existing development restrictions set forth in the Development Contract (File Number 941227078) with minor exceptions.

Building and Land Use Modifications

Development over the years has differed slightly from the phased development approach outlined in the Development Contract. Parkview West Apartments were constructed as the area designated for the "RB Development Apts" described in

the development contract. These apartments were constructed with a different site plan and size of development, but with the same building setbacks and parking requirements.

The proposed project is an age-restricted senior housing facility that will be developed in Area B of the parcel. This proposal will fit the existing function of the RB Development, which includes several Assisted Care Facilities including the Christian Health Care Center and Lynden Manor. This age-restricted senior housing facility can provide is housing for spouses of the nearby tenants of the Assisted Care Facilities.

The setbacks and parking requirements allowed in the Revised Development Contract for the "RB Development Apts", located in Section 14.a, are as follows:

	Front	Side	Rear	Height	Parking
RB Development Apartments	30 ft	10 ft	25 ft	2 stories 30 units maximum per building	2/unit ≤ 25 units 1.5/unit > 25 units

The applicant proposes to keep the side and rear setbacks. However, the applicant proposes to reduce the front setback, height limits and addend the parking requirements as shown in this table:

	Front	Side	Rear	Height	Parking
Parkview West Apartments	<u>20 ft</u>	10 ft	25 ft	<u>41 ft</u>	<u>Existing Multifamily:</u> 2/unit ≤ 25 units 1.5/unit > 25 units <u>Proposed Retirement Housing:</u> <u>1 per unit</u>

Front Yard Setback

The front yard setback of 30' included in the existing RB Development PRD for the RB Development Apartments is proposed to be reduced to 20'. This setback reduction is justified as is necessary to provide the density originally proposed for this development in the PRD and will include a more attractive curbside architectural design. The original setback request of 15' was increased to 20' based on comments from the Planning Commission. The minimum standard for building setbacks for PRD's under LMC 19.29.060,D.1 is 15 feet, which is met by this front yard setback.

The proposed setback is 6 inches greater than the setback for the nearby 8850 Bender Road (Bender Plaza at the intersection of Bender Road and Aaron Dr.) This building which is currently occupied by Edward Jones and Oltman Insurance is six inches closer to the sidewalk than the proposed Parkview West Senior Housing Expansion building.

Height Limitation and Building Unit Count

The RB Development PRD for the RB Development Apartments originally implemented a 45' height restriction and no unit count limitation. An amendment to the PRD reduced this height limitation to 2-stories and maximum 30-unit count to accommodate a reduced front yard setback. The applicant proposes to increase the height restriction to 41 feet and eliminate the maximum unit count per building. The maximum height of structures in PRD's when the underlying zoning is multifamily is 45 feet per LMC 19.29.060.B, which is met here.

The proposed building height is two feet less than the adjacent building to the west (8862 Bender Rd) in Bender Plaza, which is 43 feet at the peak. This additional height and unit count will provide enough units to justify the cost of an elevator in the building as an elevator is a necessity for a senior housing facility.



Open Space Modifications

The applicant proposes to reduce the existing open space requirement of 30% to 25% to allow for the additional parking area to facilitate the parking requirements and provide additional visitor parking above and beyond the City of Lynden Municipal Code requirement. The property is located near a considerable amount of existing recreational open space. Bender Fields and a community garden are across the street, which compose nearly 40 acres of open space, which is larger than the PRD in itself. There is no maximum lot coverage for PRD's per LMC 19.29.060.G.

Parking Modifications

The applicant proposes to comply with City of Lynden Municipal Code parking requirements for the additional 41 units proposed on the property with no exceptions. The amendment to the PRD will be to follow the code for the Retirement Housing parking requirements on the parcel.

The Parkview West Housing Expansion will be an age restricted senior housing apartment building. Per COL 19.51.040, Off-street Parking Spaces Required, Retirement Housing, 1 stall per unit is required. The project proposes to install 47 parking spaces, which results in 136 total stalls including the previously constructed parking stalls. The required parking stalls for the aggregate development is 121 stalls (80 existing required stalls + 41 units x 1 stall/unit = 121 stalls). This will allow for (15) visitor parking stalls. Visitor parking was also requested by the Planning Commission.

Storage Space Modification

Section 14.h of the original Development Contract for the "RB Development Apts" requires that apartment units in Area B must be provided with a minimum of 32 square feet of storage space per unit. This storage space is connected to the existing carport structures at Parkview West Apartments.

To meet the density requirements of the proposed apartment project, there is not sufficient available land to construct the storage spaces as in the original Parkview West Apartment design. No additional carports are being proposed on the new senior housing expansion to facilitate the storage spaces. Development on the remainder of the parcel is limited by existing private and public utility easements.

The modification to the existing PRD is to remove this requirement for the new housing expansion project to meet the original density contemplated by the PRD.

Open Space Calculation

Per Section 12.c of the original RB Development and Heritage Park PRD, 40% private open space must be maintained across the entire PRD (not including park dedication). Per COL 17.01.030, "Open space" means land areas not covered by buildings, parking structures, or accessory structures, except recreational structures. It includes land which is accessible and available to all occupants of dwelling areas for whose use the space is intended. Section 12.c of the original PRD amends this definition to not allow parking areas to count as open space.

After the development of the proposed housing expansion, 13.7 acres of open space will remain. This greater than the 11.5 acres (40% of 28.7 acres) required by Section 12.c of the existing PRD. This open space was calculated by determining the area of the non-open space (15 acres - shown in magenta on the next page) and subtracting that from the total 28.7-acre PRD. This excluding the park dedication as discussed in Section 12.c is not included in this analysis.



Proposed Open Space

Minimum Standards

This PRD amendment does not deviate from the minimum standards for PRD's per LMC 19.29.060. Minimum setback, height restriction and maximum lot coverage are all within the requirements of LMC 19.29.060.

Criteria for Approval

Per LMC Section 19.29.110, the Planning Commission shall approve or deny the PRD Amendment based on the following criteria:

- A. **Design Criteria:** The design of the PRD or MPRD shall achieve two or more of the following results:
 1. High quality architectural design, placement, relationship or orientation of the structures;
 2. Achieving the allowable density for the subject property;
 3. Providing housing types that effectively serve the affordable housing needs of the community;
 4. Improving circulation patterns;
 5. Minimizing the use of impervious surfacing materials;
 6. Increasing open space or recreational facilities on-site;
 7. Preserving, enhancing or rehabilitating the natural features of the property such as significant woodlands, or critical areas;

The following section will address each of these criteria in detail and how the PRD Amendment, as it relates to the construction of the Parkview West Senior Housing Expansion, meets these criteria, making it approvable by the Planning Commission. **Not only does the project achieve the two required criteria; it meets all of them:**

High quality architectural design, placement, relationship or orientation of the structures



The architectural scale and high aesthetics of the proposed building will improve the character of the surrounding neighborhood. Most of the existing commercial buildings in the PRD are above average aesthetic appeal, but that is not the case of the existing Parkview Apartments. The existing façade is lacking in appeal with vinyl siding and gable façade and fenestration. The proposed building will be vastly superior in aesthetics with high end finishes, glazing and fenestration. Landscaping and lighting, though with a smaller footprint, will also be higher quality and much more visually inviting daytime and nighttime.

Achieving the allowable density for the subject property

The original RB Development / Heritage Park PRD contemplated 437 total units over the 29.1 acre area between Aaron Drive and Vinup Road. The unit count of each section of the PRD is shown below as it was built out:

Development	Unit Count
Heritage Park Estates Condominium	64
Lynden Manor Townhomes	40
Lynden Manor	109
Christian Health Care Center	85
Parkview West Apartments	45
Total Existing Units:	343
<i>Proposed Parkview Senior Housing Expansion</i>	<i>41</i>
Total Unit Count:	384
Originally Contemplated:	437

The existing PRD contains 343 existing units. The unit count for the Christian Health Care Center was determined by City of Lynden legal counsel to be 85 units in the PRD Amendment #19-01 Official Remand Order. This is based on 57 semi-private suites and 28 private suites per LMC 17.01.030. As can be seen, there is capacity for 94 additional units in the development. The Parkview West Senior Housing Expansion Project will provide 41 more units, allowing for 53 more units in the future. This is likely one of the last development opportunities in the PRD to increase the density closer to the allowable and originally contemplated level.

Providing housing types that effectively serve the affordable housing needs of the community

Affordable senior housing is the goal of this project. The building expansion will provide studio and one-bedroom units, which are much more affordable than large two and three bedroom units. Many seniors who are on fixed incomes need affordability and are drawn to downsizing and seek efficient spaces. Apartment rents will be kept reasonable for tenants. Parkview West Apartments consistently have a waiting list for seniors requiring a no-step rise to their units. This project will be an important asset to the surrounding neighborhood and answers a lacking or undersupply in no-step serviced senior housing.

Improving circulation patterns

This project proposes a pedestrian crossing from the north side of Aaron Drive to Bender Fields. This will help to alleviate congestion and increase pedestrian circulation in this part of town.

Minimizing the use of impervious surfacing materials

This project will minimize impervious surface by providing a very efficient design for the construction of 41 additional units. This building would take up twice as much space if the existing PRD height restrictions were upheld. Amending the height restriction reduces the impervious footprint dramatically. Designing this building on the Parkview West parcel greatly reduces the impervious surface footprint associated with development on a new parcel. A building design on an undeveloped parcel would be require new access roadways, curb cuts, and other impervious surface which are shared on this parcel. Pervious pavement is expected to be used for all new parking stalls as feasible.

Increasing open space or recreational facilities on-site

The existing open space on the parcel will be improved. This will include a community garden for tenants, or possibly a fenced dog park area.

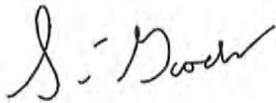
Preserving, enhancing or rehabilitating the natural features of the property such as significant woodlands, or critical areas

The Parkview West parcel property is already developed with no critical areas or woodlands. This project is designed as an infill development will result in no environmental impacts to critical areas or farmland, which would be likely if the project was constructed on an undeveloped property.

Conclusion

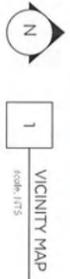
In conclusion, the proposed Parkview West Senior Housing Expansion will provide additional density for the RB Development and Heritage Park PRD which was originally contemplated but never completed. The age-restricted senior housing is an appropriate land use for the area based on the nearby Assisted Living land use and serves the needs of the community. Slight modifications to the existing PRD restrictions will allow for architecturally attractive, infill development which reduces environmental impacts associated with construction on previously undeveloped land.

Sincerely,



Scott Goodall, MS, PE
Principal

Impact Design, LLC



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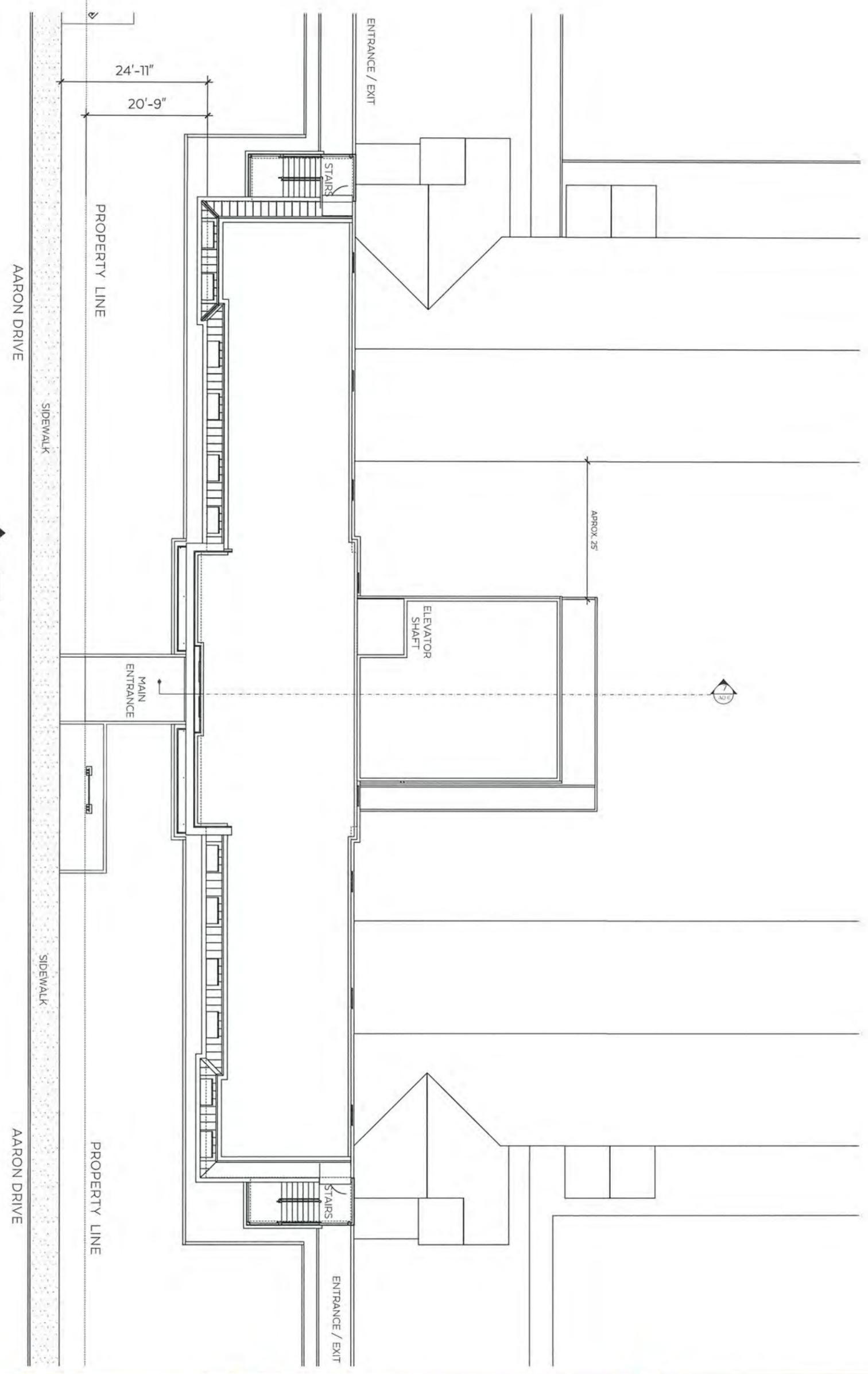
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Site Location

AA.O.O





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PLAN
 2
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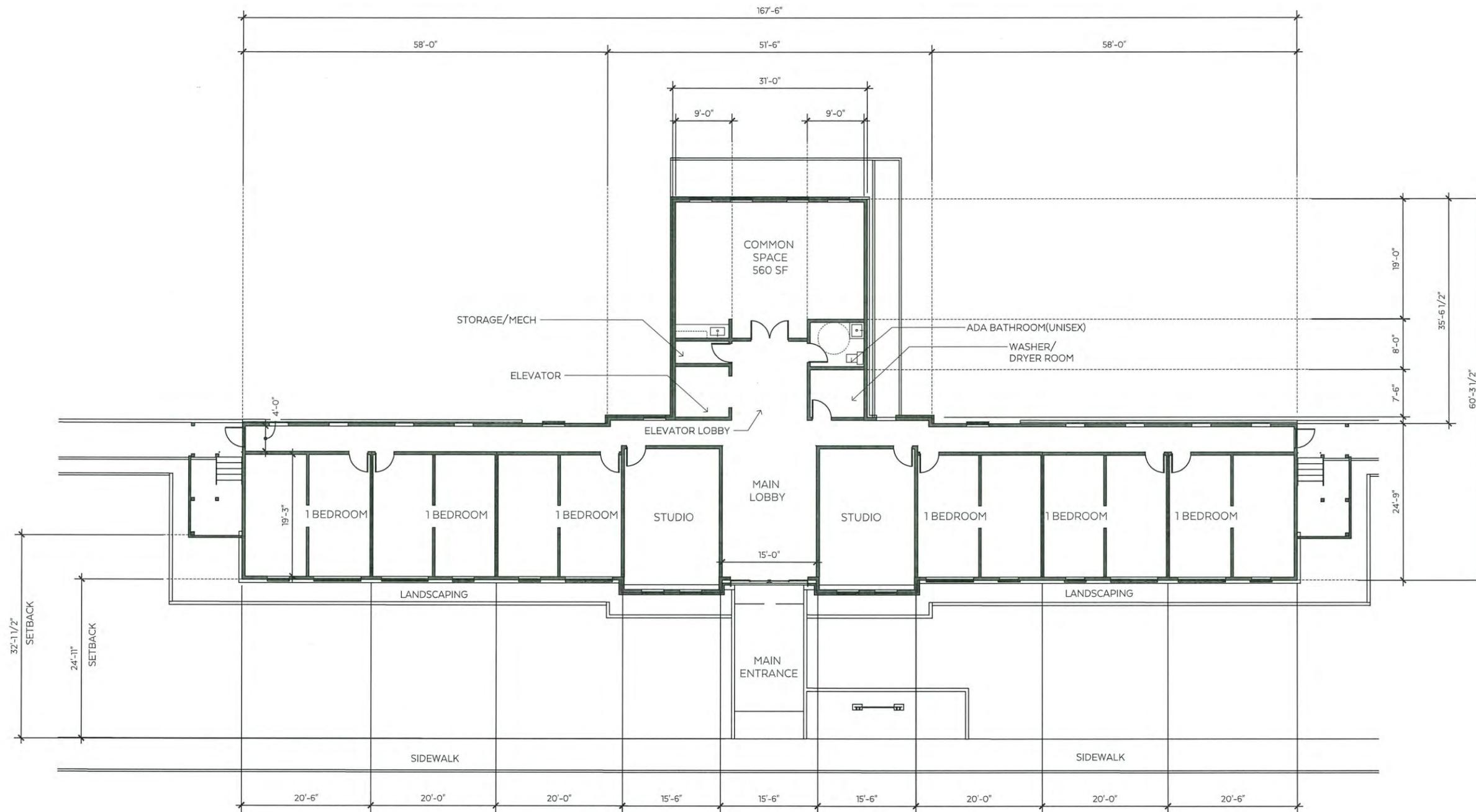
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Site Plan

A0.1





3

GROUND FLOOR PLAN
scale: 1/8" = 1'-0"

5,097 sq/ft

APARTMENT UNIT COUNT

GROUND FLOOR : 8 UNITS
SECOND FLOOR : 11 UNITS
THIRD FLOOR : 11 UNITS
FOURTH FLOOR : 11 UNITS

TOTAL UNITS : 41 UNITS

1 - BEDROOMS : 24
STUDIOS : 17

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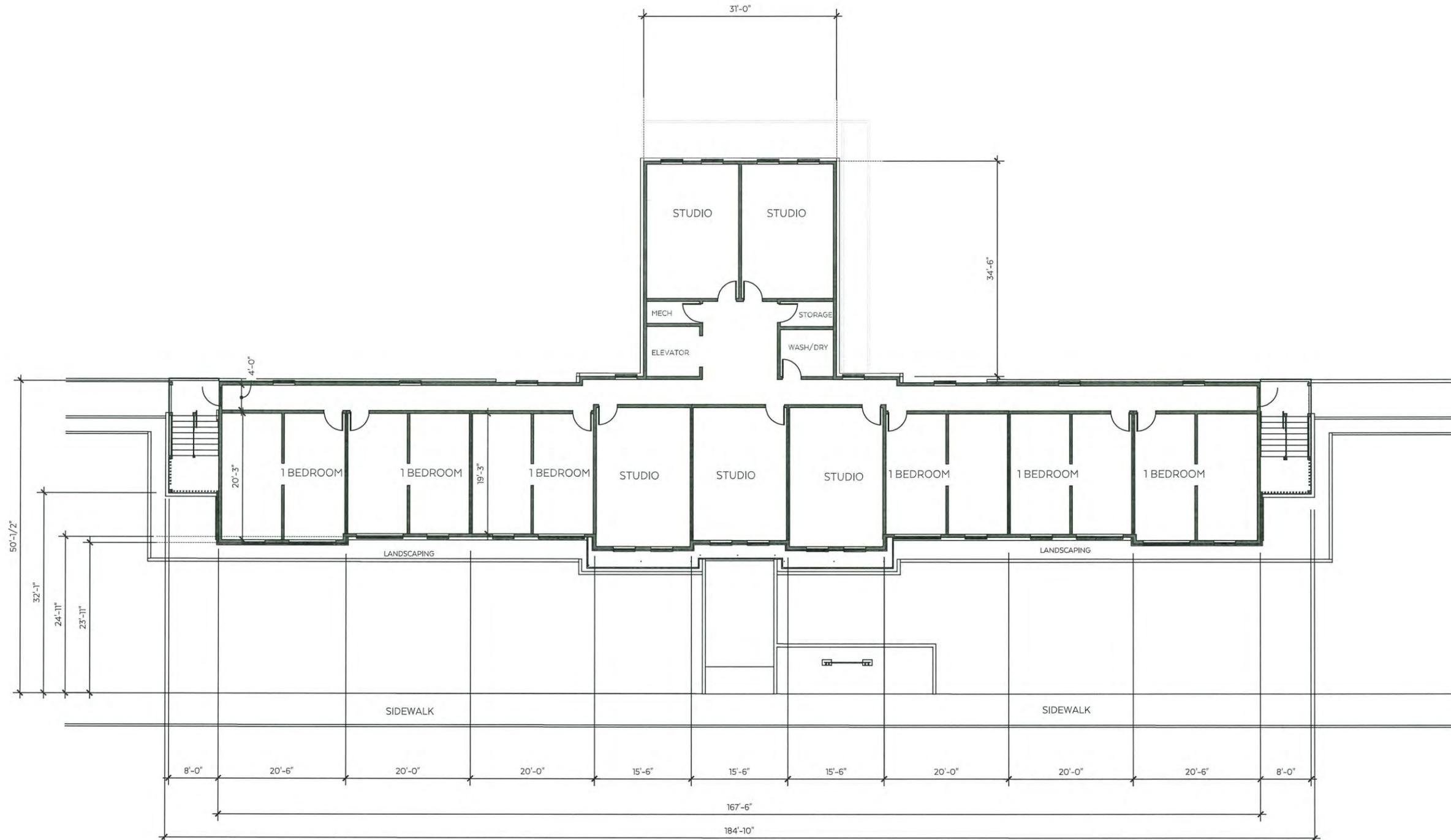
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Ground Floor Plan

A0.2





4

TYPICAL PLAN
scale: 1/8" = 1'-0"

5,155 sq./ft.

APARTMENT UNIT COUNT

GROUND FLOOR :	8 UNITS
SECOND FLOOR :	11 UNITS
THIRD FLOOR :	11 UNITS
FOURTH FLOOR :	11 UNITS

TOTAL UNITS : 41 UNITS

1 - BEDROOMS :	24
STUDIOS :	17

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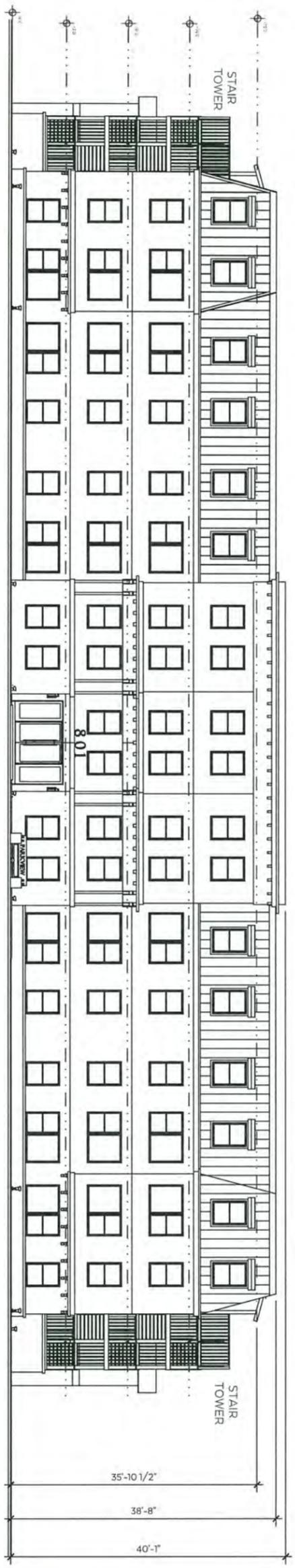
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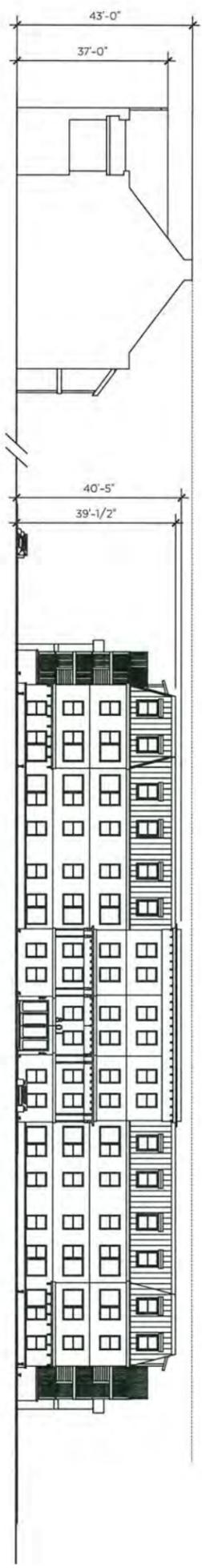
Typical Floor Plan

A0.3





5 SOUTH ELEVATION
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6 SOUTH ELEVATION-2
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South Elevation

AO.4

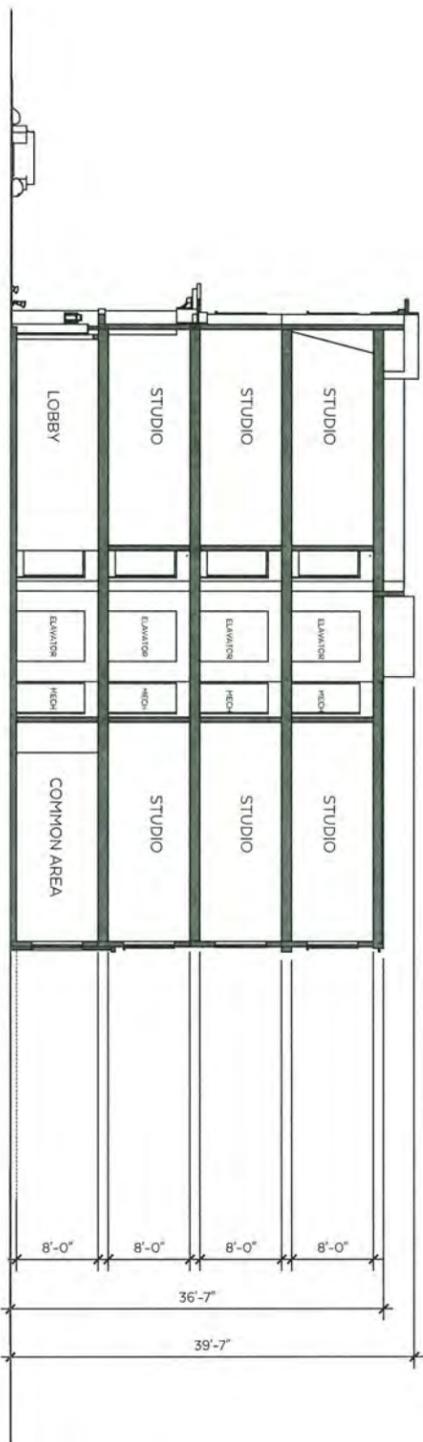




7 NORTH ELEVATION
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	<p>North Elevation</p> <p>A0.5</p>	<p>Project Name: 1910_Parkview Housing / Hollander Hospitality</p>	<p>Project Address: 801 Aaron Drive Lynden, WA 98264</p>	<p>FALCONWORKS</p> <p>119 NORTH COMMERCIAL STREET SUITE 1504 BELLINGHAM, WASHINGTON 98225 E: JON@FALCONWORKSDESIGN.COM P: 360.319.2076</p>
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8 CROSS SECTION
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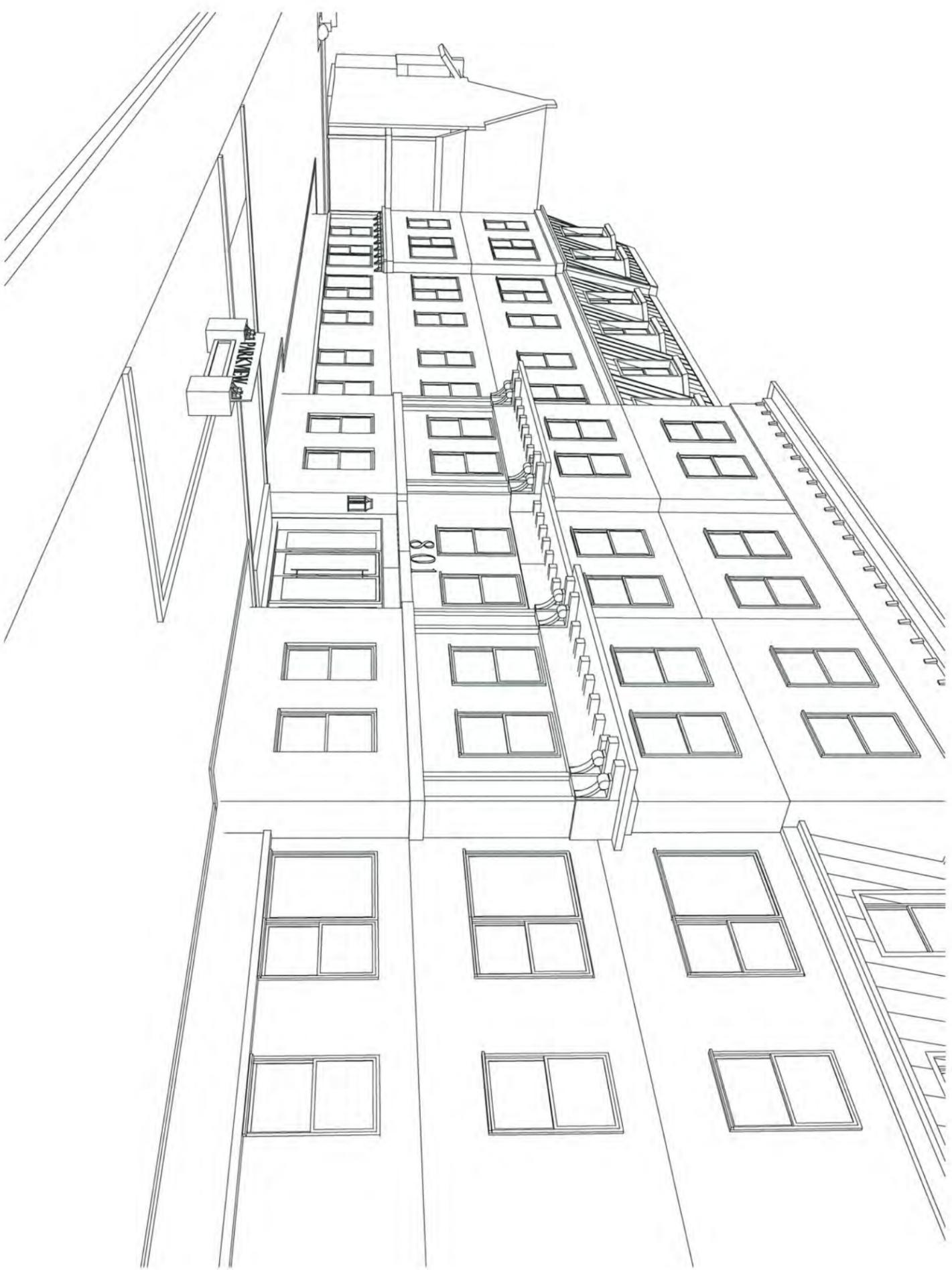
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Cross section

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Entry

A0.7





A SOUTH VIEW
scale: 1/16"

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View

A0.8





B SOUTH VIEW
scale: NTS

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View

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C 5 STORY SOUTH VIEW
 scale: 1/125

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D SOUTH VIEW-2
11/19/20

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 P: 360.319.2076

Parkview Housing

801 Aaron Drive
 Lynden, WA 98264

1910_Parkview Housing / Hollander Hospitality

Document Date:
 February 20, 2020
 Document Phase:
 Schematic Design
 rev. date remark

View

AO.11

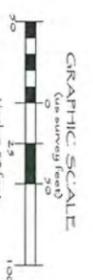


PARKVIEW WEST SENIOR HOUSING EXPANSION
 PLANNED RESIDENTIAL DEVELOPMENT AMENDMENT

RB DEVELOPMENT AND HERITAGE PARK PLANNED RESIDENTIAL DEVELOPMENT - CURRENT DEVELOPMENT MAP



NOTE: THIS MAP WAS PREPARED USING 2013 AERIAL IMAGERY AND GIS PARCEL INFORMATION. IT DOES NOT REPRESENT A SURVEY AND NO GROUND OR BOUNDARY SURVEY WAS PERFORMED.



PARKVIEW WEST
SENIOR HOUSING EXPANSION
 PLANNED RESIDENTIAL
 DEVELOPMENT AMENDMENT
 LYNDEN, WASHINGTON

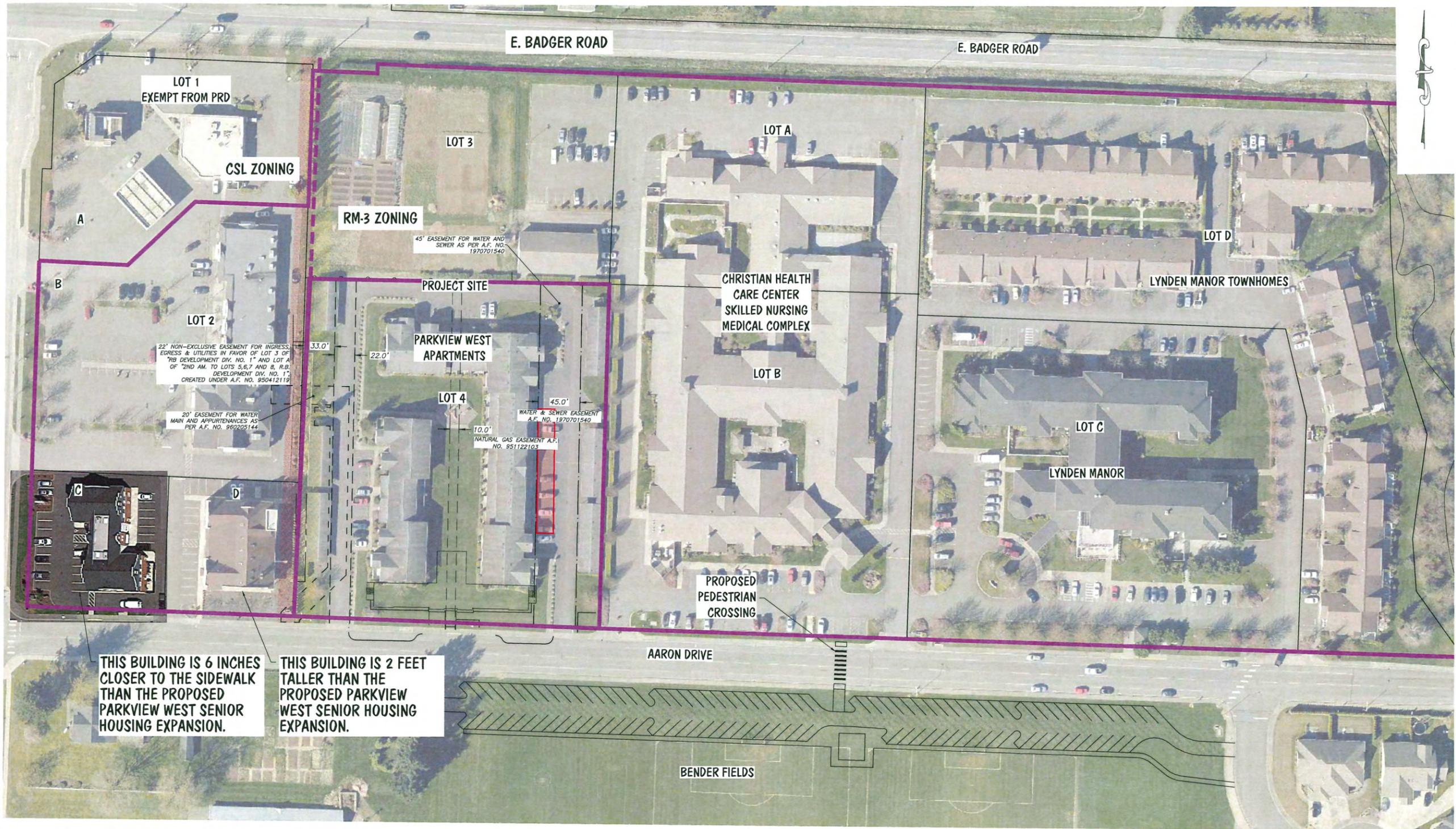
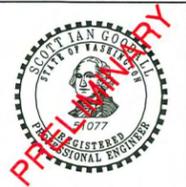
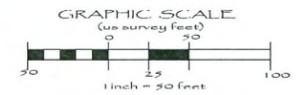
REV	DATE	BY	DESCRIPTION

PROJECT NUMBER: 19041
 DESIGNED/DRAWN BY: KIB
 CHECKED BY: SIG
 ISSUE DATE: 1.22.20

OF: 1
 1

PARKVIEW WEST SENIOR HOUSING EXPANSION

PLANNED RESIDENTIAL DEVELOPMENT AMENDMENT



THIS BUILDING IS 6 INCHES CLOSER TO THE SIDEWALK THAN THE PROPOSED PARKVIEW WEST SENIOR HOUSING EXPANSION.

THIS BUILDING IS 2 FEET TALLER THAN THE PROPOSED PARKVIEW WEST SENIOR HOUSING EXPANSION.

PARKVIEW WEST
SENIOR HOUSING EXPANSION
PLANNED RESIDENTIAL
DEVELOPMENT AMENDMENT
LYNDEN, WASHINGTON

REV	DATE	BY	DESCRIPTION

PROJECT NUMBER:
19041

DESIGNED/DRAWN BY:
KIB

CHECKED BY:
SIG

ISSUE DATE:
1.22.20

City Council December 2, 2019

Director Memo

Findings of Fact / Remand Order



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

Planning Department Memorandum

To: City Council

From: Heidi Gudde, Planning Director

Meeting Date: December 2, 2019

Re: PRD Amendment – RB Development Potential Conditions of Approval

Given the support for this housing type proposed at this location and the support for infill development within the City’s Comprehensive Plan, the City Council may wish to consider conditions of approval for the PRD amendment.

The following conditions have been vetted with the applicant and are meant to address the concerns of the Planning Commission while providing a path forward for additional senior housing within the City of Lynden. These include:

- Requiring the off-site installation of a pedestrian crosswalk over Aaron Drive that includes curb bump outs to provide pedestrian refuge and traffic calming. This would help to address concerns related to pedestrian safety and improve visibility for vehicles using the Christian Healthcare Center main entrance. (see attached graphic)
- Require parking spaces located on Aaron Drive to be striped to facilitate more efficient on-street parking.
- Increase the minimum setback from Aaron Drive from 15 feet to 20 feet. This would result in a space of 24.4 feet from the edge of sidewalk to the closest point of building frontage. This compares to a setback of approximately 30 feet from the sidewalk at the adjacent building at Bender Plaza. (see attached graphic)
- Reduce the height of the building to a maximum of 41 feet. This would lower the height to less than the adjacent building at Bender Plaza which is 43 feet tall at its peak. (The maximum height of buildings within a PRD is typically 45 feet in association with a 25 foot setback.)
- Reduce the proposed unit count from 50 to 43. This also reduces the ratio of studio apartments to one-bedrooms.



- Maintain the proposed number of parking spaces. The number of spaces provided would meet the City's parking code and in addition, provide 7 guest spaces. Parking would be assigned to units as a condition of each lease. (Code requires one parking space for each senior unit and two parking spaces for every other unit. Guest parking is not required per code).
- Clarify the bed count to unit count ratio within the PRD to specific that 4 beds within a group quarters (such as the Christian Health Care Center) being equal to 1 residential unit.
- Coordinate with the Lynden Fire Department to provide the fire safety measures of call buttons at each stairway landing. This is more than required by current fire code.

It is important to note that LMC 19.29 requires the applicant to return to City Council with detailed CC&R's. Compliance with these or other conditions would be confirmed within the CC&R approval and detailed findings related to any conditions of approval brought forward to the City Council for review.

Potential Conditions of Approval for the Parkview Apartments Expansion



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

REGARDING the PROPOSED AMENDMENT OF PRD #94-1 by AARON DRIVE PROPERTIES, LLC Petitioner	PRD Amendment #19-01 FINDINGS OF FACT, CONCLUSIONS OF LAW, CONDITIONS and ORDER
------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------

I. SUMMARY OF DECISION

PRD Amendment #19-01, the requested amendment to PRD #94-1, is **REMANDED** to the Planning Commission, subject to this Order.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

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

COMMONLY DESCRIBED AS: 801 Aaron Drive, Lynden, WA

(Hereafter "Property").

Pacific Surveying and Engineering has filed an application on behalf of the Owner to amend PRD # 94-1, RB Development and Heritage Park PRD ("PRD #94-1"). The amendment would allow for the construction of a senior housing complex on the Property, which is already improved with an apartment building.

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

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

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

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

1.04 Request. To amend PRD # 94-1, RB Development and Heritage Park PRD.

1.05 Reason for Request. To allow for the construction of a 50-unit age-restricted housing building on the Property.

1.06 Planning Commission Recommendation. An open record hearing was held before the Planning Commission on October 10, 2019, at the City Hall Annex located at 205 4th Street, Lynden, WA. The Lynden Planning Commission recommended denial of the rezone application in Resolution 19-04.

1.07 Staff Comments. The Council considered the memorandum of staff attached as Attachment A hereto. Staff recommended the Council consider approval of the application subject to conditions.

1.08 SEPA Threshold Determination. PRD #94-1 was issued a Mitigated Determination of Non-Significance. This application is within the scope of the original determination.

1.09 Existing PRD Development.

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

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

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

1.11 Proposed Project. The applicants proposed to amend PRD #94-1 to allow development of a 50-unit, 5-story, age-restricted senior housing apartment building. Units would be a combination of one bedroom and studio apartments. The building would be constructed on the Property between the existing apartment building and the street. Amenities would include a central elevator. The building would be set back from Aaron Drive only 15 feet, but the applicant proposed to design the building with bays that are set further back and to install landscaping with small canopy trees, evergreens, shrubs, and low ground covers. Aside from the requested amendments to PRD #94-1, the

applicants proposed to fully comply with the Lynden Municipal Code, including by providing the requisite amount of parking per 19.51.040 LMC.

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

1. Reduce the front setback from 30 feet as currently required to 15 feet.
2. Increase the current permissible height from two stories to 45 feet.
3. Remove the cap on the number of residential units per building allowed on the Property.
4. Remove the requirement that each unit on the Property be provided with a 32-square-foot storage space. The applicant did not propose to eliminate existing storage, but cannot provide it for the 50 new units.

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

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

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

1.15 Process. The Council cannot locate specific findings as to whether the application meets the minimum requirements in LMC 19.29.060(A)-(I) or LMC 19.29.110(A)(1)-(7) and (B) and (C).

1.16 Conditions. Planning staff did not supply a recommendation to the planning commission, so the planning commission could not have considered staff's conditions which were proposed to the Council. Council would substantially benefit from planning commission review of staff's proposed conditions, and the planning commission's recommendation on whether or not

such conditions should result in approval of the application, prior to Council review of the application.

The foregoing Findings of Fact and Conclusions of Law are not labeled. Those sections which are most properly considered Findings of Fact are hereby designated as such. Those sections which are most properly considered Conclusions of Law are also designated as such.

III. DECISION

Based upon the preceding findings and conclusions, PRD Amendment #19-01 is hereby **REMANDED** to the planning commission for further proceedings consistent with the following order:

1. The planning commission shall consider the conditions of approval suggested by staff in the staff memo at Attachment A, and shall make findings as to the import and desirability of the conditions and whether the application meets those conditions. The planning commission may also consider and recommend additional conditions.
2. The planning commission shall hold an open record hearing on the application subject to said conditions, after which the planning commission shall make specific findings as to the application's compliance with:
 - a. LMC 19.29.060, including subsections (A) through (I) and subsection (J) if applicable; and
 - b. LMC 19.29.110(A) through (C), including individual findings as to each subsection of 19.29.110(A)(1)-(7); and
 - c. Each element of LMC 19.09.040, if applicable.
3. The planning commission shall pass a resolution with its new findings and recommendation to grant or deny the application as so modified by the conditions in Attachment A, and any other conditions, on or before March 31, 2020.

Done by the Lynden City Council by a vote of 7 to 0.

DATED: 4/7/2020


 Scott Korthuis, Mayor

CITY OF LYNDEN
PLANNING COMMISSION RESOLUTION #19-04

ORIGINAL

A resolution of recommendation for denial of the PRD Amendment # 19-01 for RB Development, to the Lynden City Council.

WHEREAS, Pacific Surveying and Engineering, Inc, hereinafter called the "Proponent," submitted a complete application to the City of Lynden, hereinafter called the "City," for an amendment to the RB Development Planned Residential Development.

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

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

WHEREAS, the subject parcel is approximately 3.17 acres and is located within the RB Development Planned Residential Development.

WHEREAS, the PRD Amendment request is asking to amend the RB Development / Heritage Park PRD to allow a building expansion that includes an age-restricted senior housing facility including 50 additional units in a 5-story apartment building. The proposed building is approximately 23,375 square feet excluding the exposed stair, elevator shaft and roof top deck.

WHEREAS, the Lynden Planning Commission held a public hearing on October 10, 2019, at the City of Lynden, City Hall Annex, 205 4th Street, Lynden, Washington, to accept public testimony on the proposed PRD Amendment request, and that meeting was duly recorded;

WHEREAS, the City's Technical Review Committee has reviewed the request for the Amendment and has provided findings, conditions and recommendations to the Planning Commission in a report dated September 17, 2019.

WHEREAS, the Lynden Planning Commission has reviewed the request for the proposed PRD Amendment as required under LMC 19.29.060(J) and LMC 19.29.110 and has found that the request *does not* satisfy the criteria listed below:

1. The modification of minimum standards protects or improves the character of the surrounding neighborhood in terms of architectural scale, view corridors, the aesthetic character or provision of services;
2. The modification of minimum development standards protects critical areas and the environmental quality of the parcel(s) to be developed;
3. The modification of minimum standards is necessary to permit reasonable development as a result of unique characteristics of the property or the proposed uses;

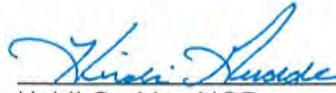
4. The modification of building height (subject to 19.29.060(2)) or building setbacks where reasonably necessary due to arrangement of buildings and open spaces as they relate to various uses within or adjacent to the planned development; provided that any such modification shall be consistent with subsection (A) herein;
5. The modification of minimum standards is adequately mitigated by reasonably related public improvements proposed in connection with the planned development.

NOW THEREFORE, BE IT RESOLVED by the Lynden Planning Commission to recommend *denial* of the request to amend the RB Development Planned Residential Development.

PASSED by the Planning Commission of the City of Lynden, Whatcom County, at their meeting held the 10th day of October 2019.



Diane Veltkamp, Chairperson,
Lynden Planning Commission



Heidi Gudde, AICP
Planning Director

Planning Commission Hearing October 10, 2019

Director Memo

TRC Report with Applicants Response

Elevations / Site Plan

PC Minutes

PC Resolution



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

Planning Department Memorandum

To: Planning Commission
From: Heidi Gudde, Planning Director
Date: October 4, 2019
Re: Proposed PRD Amendment – RB Development

Background: The RB Development Planned Residential Development (PRD) was originally approved in 1994. It encompassed 28.7 acres of property located between Badger Road and Aaron Drive and stretched from Bender Road to Vinup Road.

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

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



PLANNING DEPARTMENT

Heidi Gudde, Planning Director
(360) 354 - 5532



These amendments are needed to facilitate the applicant's proposal of a 5-story building geared specifically to senior living. The apartments are planned to be studio and one-bedroom units. The proposed building has a central elevator and shared amenities. The existing apartments on the site will be maintained as well as the shared green space at the center of the project. The applicant proposes that the project could provide support housing for residents of the next-door Christian Health Care Center. On a larger scale, the applicant asserts that senior housing of this scale is needed in the Lynden area.

Staff has concluded that the intent of the proposed amendment of the RB Development PRD may be consistent with the original RB Development PRD in that:

- It does not exceed the original approved number of units.
- It provides housing which compliments the adjacent skilled health care facility.
- Amenities are available nearby in that the proposed housing can benefit from the commercial services of Bender Plaza, recreational space at Bender Park, and the WTA bus line along Aaron Drive.

Staff has concerns related to the impacts of the project. Mitigating factors related to these impacts should be considered:

- The number of new units proposed at this location is likely to have off-street impacts to parking on Aaron Drive, parking lots intended for Bender Park users, and the parking lots of adjacent properties.
- The proposed building's physical relation to the streetscape. Specifically, having a 45-foot-tall structure within 15 feet of the property line. And,
- The proposed building's impacts to the existing site. This includes temporary and permanent impacts to the existing residents and the site. Including, but not limited to parking availability, garbage service, traffic interior to the site, and the literal shadow cast on the site and its recreational area.

In an October 10th public hearing the Planning Commission will be asked to consider and make a recommendation on the amendment to the PRD.

The applicable criteria for PRD's seeking site specific standards can be found in LMC 19.29.060(J) and LMC 19.29.110. **The entirety of these sections have been attached for your reference. Areas specific to the requested amendment have been highlighted.**

City of Lynden Municipal Code

Chapter 19.29 – Planned Residential Development Overlay

19.29.010 - Purpose.

The primary purpose of a planned residential development (PRD) or master planned residential development (MPRD) is to promote creativity in site layout and design, allowing flexibility in the application of the standard zoning requirements and development standards. More specifically, it is the purpose of this chapter to:

- A. Permit developers to use innovative methods including low impact development (LID) techniques and approaches not available under conventional zoning methods to facilitate the construction of a variety of housing types and densities serving the housing needs of the Lynden community and meeting the goals and policies of the comprehensive plan;
- B. Provide for the economic provision of public facilities and services by allowing choices in the layout of streets, utility networks and other public improvements through superior site design and the use of clustering;
- C. Allow development of land with physical constraints while preserving the natural characteristics of the site, including topography, native vegetation, critical areas and other natural amenities of value to the community;
- D. Encourage infill within areas of the city which are characterized by existing development;
- E. Create and/or preserve open space for recreation and the aesthetic enjoyment of residents; and
- F. Provide for the management and control of stormwater under current state and local regulations.

19.29.060 - Minimum development standards for PRD or MPRD.

While development under a PRD or MPRD provides measures for flexibility and creativity in the development of new home sites, there are certain minimum standards that must be met to protect Lynden's character, aesthetic values and health and safety. Additional conditions or requirements more stringent than these minimum standards may be imposed as a condition of approval. The following are minimum standards applicable to all PRD and MPRD proposals; provided that, said minimum standards may be reduced for an MPRD subject to subsection J herein:

- A. **Density:** The density shall be the same as the density for the underlying zone; except where the application qualifies for a density bonus under Section 19.29.070. The area included in a floodplain or floodway identified by FEMA shall not be included in the gross land area for the calculation of density. The base density for projects that include land in two or more zoning designations shall be calculated for the land area in each zone and added together for the total number of units.
- B. **Height:** Maximum height of structures when the underlying zoning is a single family or mixed density zone is thirty-five feet. The maximum height of structures when the underlying zone is a multi-family zone is forty-five feet. Building height may be extended above these limits under a master planned residential development when approved in the master plan. Considerations for approval of extension of the height limit include the size of the parcel, the character of the surrounding parcel(s) and neighborhood, protection of view corridors and the existence of adequate infrastructure to supply necessary services.
- C. **Parking requirements:** Two parking stalls are required for each residential unit. Each twelve feet x twenty-five feet space, whether inside or outside the garage shall count as a parking stall.

These are the minimum requirements and additional parking may be required as a condition of approval.

- D. **Building setbacks:** All PRD's and MPRD's are subject to the following minimum setbacks:
1. 15-feet between the front of the house and the front property line;
 2. 25-feet between garage doors and the front property line;
 3. A setback of twenty-five feet around the perimeter of the development;
 4. There is no minimum building separation, except as provided by the International Building and Fire Codes, but such separation may be required as a condition of approval.
 5. Other setbacks may be required as a condition of approval.

For purposes of this section, where the "front property line" borders on a public right-of-way, said "front property line" shall be the edge of the public right-of-way.

- E. **Street widths:** Arterial or collector streets or streets shown within the transportation plan must be constructed to full city standards. Within a PRD or MPRD, a reduced street section for a residential access street that is not included in the transportation plan may be permitted as follows:
1. Thirty feet from face of curb to face of curb, allowing two driving lanes and room for on-street parking.
 2. A minimum five-foot sidewalk fronting all residences with a four-foot buffer or planting strip between the curb and sidewalk.
 3. Rolled curbs are not allowed.
- F. **Pedestrian Connectivity:** In addition to sidewalks fronting residential lots, there must be logical pedestrian connections throughout the project including trails within or adjacent to open space areas.
- G. **Maximum lot coverage:** There is no maximum lot coverage established by this overlay zone; provided that, a maximum lot coverage limitation may be imposed as a condition of approval based on consideration of the size of the parcel, the character of the surrounding parcel(s) and neighborhood, protection of view corridors and the existence of adequate infrastructure to supply necessary services.
- H. **Unit Distribution:** When a PRD or MPRD is used in a single family zone for development of single family residences, at least twenty-five percent of the dwelling units must be detached single family units.
- I. **Minimum lot size:** For detached single family residences within a PRD or MPRD, the minimum lot size shall be no less than five thousand square feet; provided that, smaller lots or detached condominiums may be approved under a MPRD subject to consideration of the factors identified in subsection J herein.
- J. **Where the applicant seeks to depart from the above minimum standards** in the MPRD process, the planning commission and council shall consider the following factors and the council may in its sole discretion approve departure from one or more of said minimum standards upon finding that the MPRD proposal clearly **satisfies one or more of these factors:**
1. The modification of minimum standards protects or improves the character of the surrounding neighborhood in terms of architectural scale, view corridors, the aesthetic character or provision of services;
 2. The modification of minimum development standards protects critical areas and the environmental quality of the parcel(s) to be developed;

3. The modification of minimum standards is necessary to permit reasonable development as a result of unique characteristics of the property or the proposed uses;
4. The modification of building height (subject to Section 19.29.060(2)) or building setbacks where reasonably necessary due to arrangement of buildings and open spaces as they relate to various uses within or adjacent to the planned development; provided that any such modification shall be consistent with subsection A herein;
5. The modification of minimum standards is adequately mitigated by reasonably related public improvements proposed in connection with the planned development.

19.29.110 - Criteria for approval.

In addition to the findings of fact required for approval within Section 17.09.040, the following criteria shall be met for approval of a PRD or MPRD.

- A. **Design Criteria:** The design of the PRD or MPRD shall achieve two or more of the following results:
 1. High quality architectural design, placement, relationship or orientation of the structures;
 2. Achieving the allowable density for the subject property;
 3. Providing housing types that effectively serve the affordable housing needs of the community;
 4. Improving circulation patterns;
 5. Minimizing the use of impervious surfacing materials;
 6. Increasing open space or recreational facilities on-site;
 7. Preserving, enhancing or rehabilitating the natural features of the property such as significant woodlands, or critical areas;
- B. **Perimeter Design.** The perimeter of a PRD or MPRD shall be appropriate in design, character and appearance with the existing or intended character of the development adjacent to the subject property and with the physical characteristics of the property.
- C. **Streets and Sidewalks.** Existing and proposed streets and sidewalks within a PRD or MPRD shall be suitable to carry the anticipated traffic within the proposed development and the vicinity. The design of the circulation system shall be consistent with the requirements of Chapter 18.14 LMC.

CITY OF LYNDEN



TECHNICAL REVIEW COMMITTEE Development Project Report

Date Issued:	September 17, 2019
Project Name:	PRD Amendment #19-01, RB Development / Heritage Park
Applicant:	Pacific Surveying and Engineering, Inc.
Property Owner:	Aaron Drive Properties
Site Address:	801 Aaron Drive, Lynden
Parcel Number:	400316-049520
Zoning Designation:	PRD
Application Type:	Planned Residential Development - Amendment
Parcel Size:	2.82 Acres
Hearing Type:	Quasi - Judicial
Hearing Objective:	The objective of this public hearing is to determine whether the proposed subdivision meets the requirements found within the development contract and the required findings listed within Section 17.09.040 and 19.29 of the Lynden Municipal Code.
Date application determined complete:	July 31, 2019
Date of Publication:	August 14, 2019
SEPA Determination:	N/A
Project Description:	The applicant is requesting to amend the RB Development / Heritage Park PRD to allow a building expansion that includes an age-restricted senior housing facility including 50 additional units in a 5-story apartment building. The proposed building is approximately 23,375 square feet excluding the exposed stair, elevator shaft and roof top deck.

Background

The RB Development PRD was originally approved in 1994. It encompassed 29.1 acres of property located between Badger Road and Aaron Drive and stretched from Bender Road to Line Road.

The development was planned to accommodate apartments, an assisted care facility (Lynden Manor), town home units, and 4-plex condominiums for a total of up to 437 units. Since its original approval in 1994 the PRD was amended a number of times. Amendments addressed a variety of issues including the inclusion of the Christian

Healthcare Center rather than apartments, fencing, street construction, setback revisions, height limit revisions, and changes to the Conditions Covenants and Restrictions (CC&R's).

Application Summary

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

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

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

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

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

There is a need for a senior housing facility within the RB Development PRD. Whatcom County currently has less than 1% apartment vacancy and nearly 0% for single bedroom apartments. This indicates a housing shortage. The intent of this project is work to solve this housing shortage by providing a senior housing facility adjacent to the Lynden Health Care Center and Lynden Manor. One benefit of this project is to provide a

housing solution for spouses of the patients of Christian Health Care Center. Other one-bedroom apartments options in Lynden are limited, often with long wait lists, and this location is far more desirable. Spouses could simply walk out of their door and share meals or visit instead of having to commute from across town, Bellingham, or elsewhere.

An elevator is a necessity for a senior housing facility. Our studies show that seniors don't prefer stairs, and, in some cases, even two steps are too many. An elevator capable of transporting an EMT and gurney is important to provide the highest level of safety for tenants. To economically viable, an elevator must service at least 50 units.

- b. The proposed building's physical relation to the streetscape. Specifically, having a 45 foot tall structure within 15 feet of the property line.

To accommodate the 50 units, required by the elevator to be feasible, the structure must be 45 feet tall and situated 15 from the property line. The unit sizes are 1 bedroom and studios between 325-420 sf, which is smaller than average. It is not feasible to decrease the size of these units. The geometry associated with fitting these units between the existing buildings with an access stairway places the front of the existing building requires the 15' from the property line.

- c. The proposed building's impacts to the existing site. This includes impacts to the existing residents and the site. Including, but not limited to parking availability, garbage service, traffic interior to the site, and the literal shadow cast on the site and its recreational area.

The impacts to the existing site will be mitigated. Existing residences will not be displaced, except for what is required for temporary construction. Garbage services will not be interrupted. The existing garbage services will be upgraded to trash compactors to reduce the footprint of the garbage enclosures. The parking standard for the site will meet current City of Lynden Code for multifamily and retirement housing. The recreation areas for the site will be improved. This will include a community garden for tenants, or possibly a fenced dog park area.

2. Housing Types: The market study provided by the applicant states that occupancy in the existing Parkview Complex has been 100% for the last 5 years. And, that countywide the vacancy rate is less than 1% for standard housing, low-income subsidized housing, and for age-restricted senior housing. These numbers appeared to hold true of the 200 one bedroom and studio units studied within Lynden.

3. Onsite Parking Requirements: The applicant has indicated that they will meet parking standards as outlined per code. Chapter 19.51 of the LMC requires that 2 stalls per unit be provided for the first 25 units, 1.5 stalls for units over 25, and 1 stall for each of the age restricted units. The total stall count is 130. Be advised, minimum standard parking stalls dimensions are 9' wide by 21' deep and compact spaces are 8.5' wide by 18' deep. Two feet of the length (vehicle overhang) may extend into landscape or sidewalk areas but at no time may sidewalk width be compromised to less than 5 feet clear. Wheel stops may be required to prevent sidewalk encroachment.

The proposed development will not deviate from Chapter 19.51 of the LMC in any way.

4. Site Specific Amendments - Storage Requirement: The original Development Agreement for the RB Development PRD required that 32 square feet of storage space be provided for each apartment unit. This is not a requirement of the LMC. The applicant is requesting that the storage space requirement not placed on the proposed units. Code typically does not place specific outside storage requirements on proposed development.

Specific Project Comments from the Technical Review Committee:

Planning and Development

5. Parkview Ownership: Please provide information related to the composition of Aaron Drive Properties LLC and the signing authority of the applicant for that LLC.

This information will be provided by the owner.

6. Application Materials: Please provide a digital copy of the original application package with accurate page numbers. Currently all of the pages of the application are labeled as "Page 2".

This error has been corrected.

7. Response Required: Staff will provide the applicant with a digital copy of this report. Please provide responses to each of the staff comments. Note that the applicant's response may generate additional requests for information.
8. PRD Document: As discussed at a recent meeting with the agents for the applicant, staff recommends the applicant provide a complete revised PRD document which maintains relevant sections of the original document and adds

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

We have submitted a draft of the requested document for your review.

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

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

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

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

It appears that the CCR's will need to be updated. A draft is being prepared for review and approval by the stakeholders.

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

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

We have submitted a draft of the requested document for your review.

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

The proposed PRD amendment seeks an alternate standard to the required perimeter setback of 25 feet. On the Parkview Apartments application this perimeter setback has been identified as the 'front setback' (the south property line). The application proposes the perimeter setback be reduced to 15 feet rather than 25 feet as required by code. Please provide a written response to each of these criteria and/or reference relevant sections of the application to support the request.

- a. The modification of minimum standards protects or improves the character of the surrounding neighborhood in terms of architectural scale, view corridors, the aesthetic character or provision of services;

The architectural scale and high aesthetics of the proposed building will improve the character of the surrounding neighborhood. Most of the existing commercial buildings in the PRD are above average aesthetic appeal, but that is not the case of the existing Parkview Apartments. The existing façade is lacking in appeal with vinyl siding and gable façade and fenestration. The proposed building will be vastly superior in aesthetics with high end brick, high end glazing and fenestration. Landscaping and lighting, though with a smaller footprint, will also be higher quality and much more visually inviting daytime and nighttime.

The design of the proposed building facade is intended to undulate and minimize the closeness of the building to the street. Less than half of the building is 15' setback from Aaron Dr., with the remainder varying from 20' to 30'. This is intentional to provide depth to the building and curbside appeal. Other nearby buildings in Bender Plaza do not undulate at all at with a straight 25' setback.

- b. The modification of minimum development standards protects critical areas and the environmental quality of the parcel(s) to be developed;

This expansion is proposed as an infill development to increase density within the existing RB Development and Heritage Park Planned Residential Development. These infill projects result in reduction in environmental impacts from development in currently undeveloped parcels, such as nearby farmland, and which often includes impacts

wetland, shorelines, etc. This project disturbs no critical areas, has no shorelines impacts, does not displace farmland and is an environmentally responsible project in this way. The building cannot be built in this location without reducing the setback. If this building was built in an undeveloped nearby parcel, it would come with much greater environmental impacts.

- c. The modification of minimum standards is necessary to permit reasonable development as a result of unique characteristics of the property or the proposed uses;

Existing senior housing demand is high and will continue to grow in this community. Additional senior housing is needed, especially in this immediate neighborhood. Many seniors who are on fixed incomes need affordability and are drawn to downsizing and seek efficient spaces. The senior housing is particularly valuable in this neighborhood with the nearby Christian Health Care Center and Lynden Manor facilities.

Two of the most desirable features of senior housing are elevator access and modern fire sprinkler system. To justify the cost of an elevator, a minimum of 50 units needs to be included in the building. The units are as small as the developer will consider. These units have many efficient features such as centralized hot water, common laundry room and efficient kitchens and bathrooms.

To meet the needs of a growing senior housing demand in this neighborhood, this project will require the modifications to the setbacks, and building height to be constructed. Parkview West Apartments consistently have a waiting list for seniors requiring a no-step rise to their units. This project will be an important asset to the surrounding neighborhood and answers a lacking or undersupply in no-step serviced senior housing.

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

The original plan for this RB Development and this property started with a lower density. However, the city and neighborhood has changed in 20 years. Pushing more efficient and higher density "taller" housing is appropriate urban planning especially when close to other developed complimentary private and public investment. This project makes the public infrastructure more efficient and more accessible, including Bender Fields across the street.

This project adds more tax base to help roads and schools while adding minimal additional infrastructure. The added housing supply compliments the neighboring uses making their businesses better.

- e. The modification of minimum standards is adequately mitigated by reasonably related public improvements proposed in connection with the planned development.

This project will a great benefit to the community by filling a need for senior housing adjacent to existing assisted living facilities. Additional senior housing is needed, especially in this immediate neighborhood.

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

- The height of the project and its physical relation to the streetscape create a relatively imposing structure so close to Aaron Drive and especially the pedestrians using these public sidewalks. How will this be mitigated?

The landscape along Aaron Drive will use a mix of small canopy trees and narrow columnar evergreens to provide a more human scale to both pedestrians and motorists. The trees, mixed with medium height shrubs and low ground covers will provide an aesthetically pleasing, year-round landscape buffer for the proposed building addition.

- Discuss how the existing apartment buildings will relate to the proposed structure. For example, what is the architecture of the north elevation? Will the existing apartment units have access to the new structure? Will tenants be displaced temporarily or permanently due to the proposed addition?

The street exposed portions of the existing buildings will be modified with higher quality materials that complement the new building. An elevation view of the north side has been provided to demonstrate the high level of aesthetics contemplated.

The current plan is to build some common heated space for the existing units. This space would have exterior stairs allow ADA access to some

existing units from the proposed elevator. The bathroom on the main floor would be shared by all tenants. More efficient and convenient features will be built for garbage, recycling, bike storage and general storage for the site.

The room count of the existing complex stays the same, so no tenants will be permanently displaced because of the new construction. The windows facing South on the existing building adjacent the new building will be eliminated but these are all one of the two bedroom windows in these units. Tenants will be slightly impacted with short term construction. More parking in the complex will be created and there will be a higher need for management to "police" parking use.

- Indicate how the property owner will manage parking to ensure that vehicles related to Parkview will not negatively impact surrounding properties. Staff has concerns that overflow residential parking could negatively impact the parking lot of Bender Park, on street parking opportunities, and other off-site parking lots.

We are not asking for a parking variance as our parking plan meets City of Lynden code parking requirements. A strict parking enforcement policy will be enacted and included on future leases. We have not "policed" our parking in the past and some tenants have too many vehicles. This will change and only one car will be allowed per unit for the new building.

13. Loading Area: Staff cannot support the proximity of the building to the street and its associated parking unless accommodations are made for loading and drop-off. If the PRD amendment is approved, a pull-off for a designated loading area at the entrance to the building to be used by delivery vehicles, resident drop-off / pick-up, and emergency response vehicles will be required as part of the building design. Coordination with the Public Works Department for the design and layout will be required. Public sidewalks may be altered but an access, a minimum of 5 feet wide and fully ADA accessible, must be maintained along Aaron Drive. This may require a public access easement on the Parkview Apartments parcel.

A designated loading and drop-off zone are now shown on the plans. ADA access will be provided for pedestrians and tenants. We will work with the Public Works Department to determine the best design if modifications need to be made.

14. Amenities and Open Space: Open space standards have been discussed generally in the application. Please provide information regarding potential

improvements and amenities to the existing green space which will serve the senior tenants of the proposed building.

The recreation areas for the site will be improved. This may include a community garden for tenants, or possibly a fenced dog park area. Rooftop vegetation will be provided for the proposed building addition including raised planters. Additional carports may also be provided to provide

15. Lot Coverage: The PRD was initially approved with an open space requirement (pervious areas) of 40% or greater. This was not to include the parcel dedicated to the City of Lynden. A subsequent amendment appears to reduce the required open space requirement to 30% while decreasing the maximum building height to 2 stories. Provide the revised lot coverage (impervious area) of the Parkview parcel which include the proposed building and parking lot additions.

The open space calculation for the entire PRD has been updated in the Project Narrative. The 40% open space requirement for the entire PRD has been met, which does not include the parcel dedicated to the City of Lynden.

However, the open space requirement for the Parkview West Apartments parcel is proposed to be reduced from 30% to 25%. The additional parking space area required for the proposed unit count will necessitate this reduction. The PRD narrative has been revised and reissued to include an exhibit with the requested lot coverage number as requested.

The existing open space on the parcel will be improved to justify this reduction in open space requirements. This will include a community garden for tenants, or possibly a fenced dog park area. Additionally, the project is located next to nearly 40 acres of open space directly across Aaron Drive in Bender Fields. A community garden is across the street as well. The tenants in the Parkview West parcel will be in proximity to a far greater area of open space than many other locations in Lynden.

16. PRD Area Break-down: Whatcom County and the City of Lynden have been mandated to participate in an annual report provided to the State which tracks achieved housing density. In an effort to track accurate data for this program all PRD's will be required to provide supporting data. Please provide on the face of the development maps a table which breaks down the total area of the PRD into the categories shown below. Note that in some instances the area may be zero and that "other infrastructure" could refer to area used for sewer pump station, stormwater ponds, etc.

	PRD Area (in square feet)
Gross PRD area	
Reserve tracts (open space dedications)	
Critical areas including buffers	
Public Right of ways (ROWs)	
Other infrastructure	
Net developable	
Percent ROW and Infrastructure	%

– This table is included in the revised PRD Map.

Public Works

17. Public Improvements: All public improvements must be constructed to the current standards as noted in the City of Lynden Manual for Engineering Design and Development Standards or an equivalent approved through the Planned Residential Development process. A plan review deposit of \$2000 or 2% of civil construction costs is required prior to any civil plan review. Any work within public right of way or involving exiting public facilities shall have a bond in place at 150% of construction costs. A maintenance bond of 10% of the certified construction costs is required for all public facilities.
18. Transportation Study: The traffic study provided with the application speaks to the number of added trips but does not discuss level of service (LOS). Address the effects of this proposal on the LOS on Aaron Drive and the intersection of Aaron and Bender Road. No accesses to East Badger Road (SR-546) are allowed.
19. Stormwater
 - a. A stormwater management plan prepared by a professional engineer will be required for this development and must be approved by the City of Lynden prior to approval of construction plans. An erosion control plan

must be included in the drainage plan and construction plans as necessary.

- b. All plans must be designed and constructed in compliance with the Department of Ecology's Best Management Practices and the standards approved in the Manual for Engineering Design and Development Standards.
- c. Stormwater from public streets may be infiltrated within the dedicated right-of-way, or within a separate dedicated tract, but may not be within the street prism. Infiltration areas and street trees should have adequate separation to insure the proper functioning of the drainage system and survival of the tree.
- d. A Construction National Pollutant Discharge Elimination System (NPDES) permit may be needed.
- e. All private storm systems shall be inspected yearly per approved Operation and Maintenance plans. Inspection shall be submitted to the City for review and acceptance.
- f. The storm drainage report will need to include all existing and proposed properties that utilize common drainage facilities.
- g. Site indicated to be within ¼ mile of Fishtrap Creek and will require additional stormwater requirements.

20. Water

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

- f. The proposed building will impact existing hydrant placement(s).
- g. The proposed project will impact water service to existing building.

21. Sanitary Sewer

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

Fire and Life Safety

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

6. Structural Review Required: Be advised that the weight load for the top of building must be able to support emergency responders and equipment if necessary. Load ratings for all roof top equipment will be required at the time of building permit.

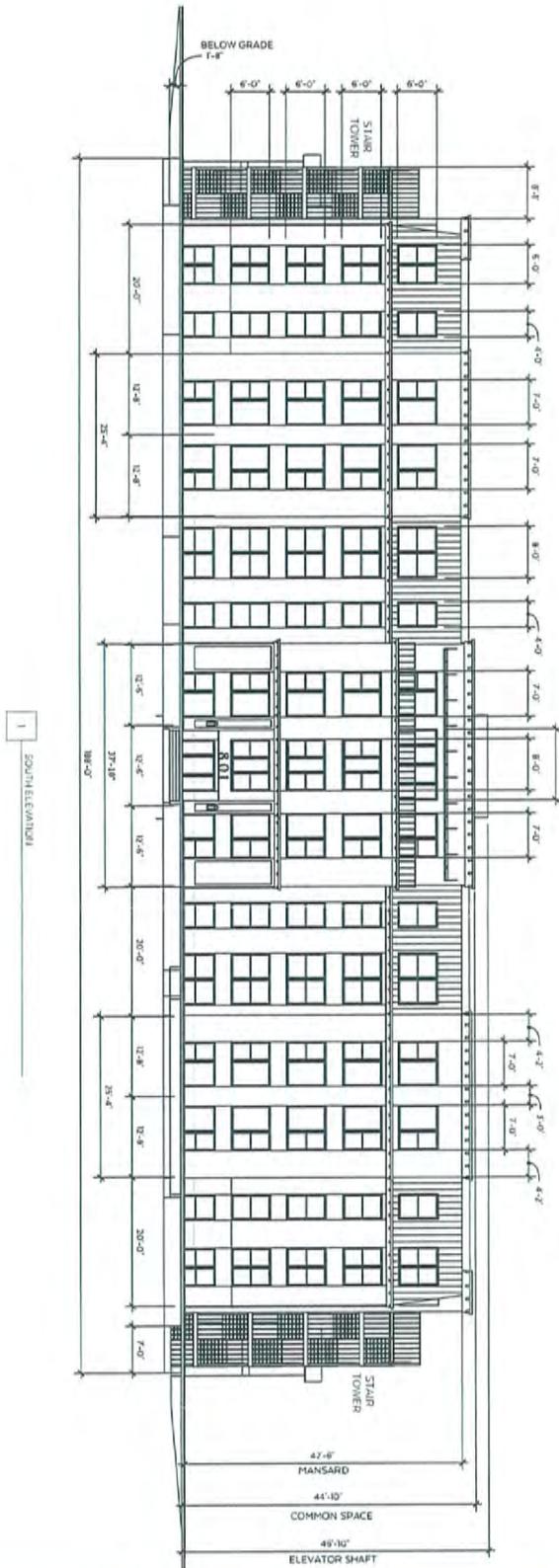
Parks and Recreation

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

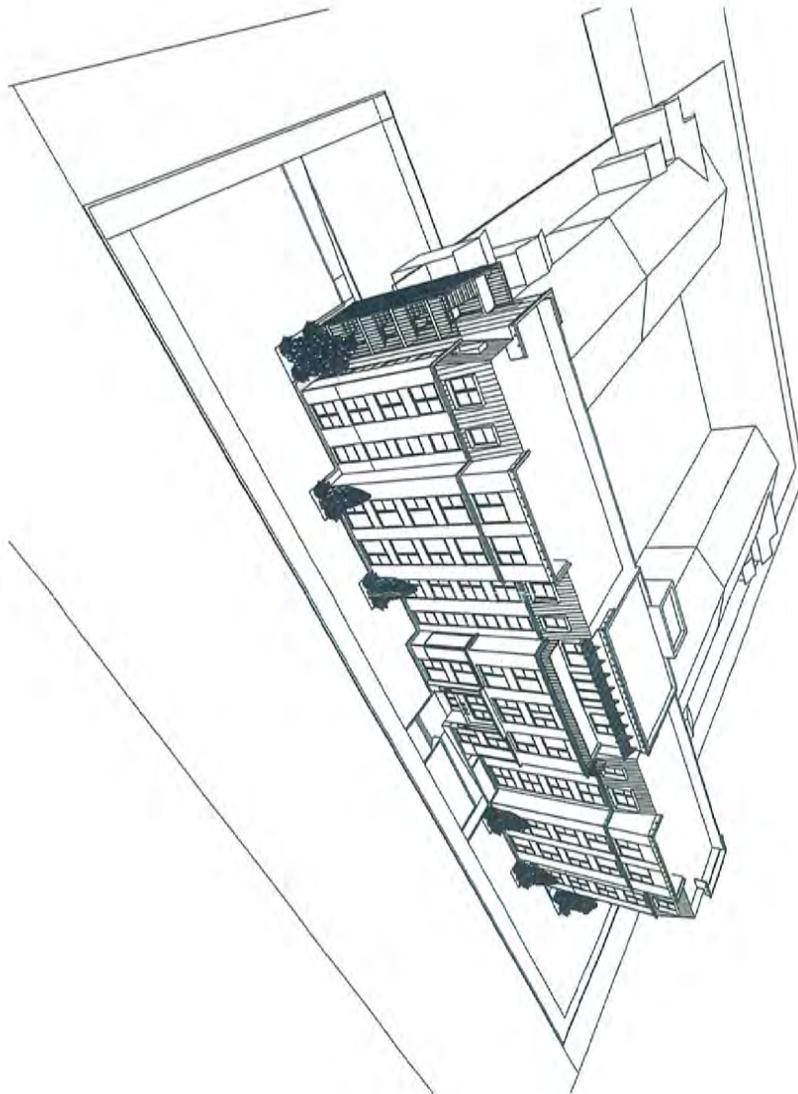
Advisory Requirements

8. Design Review Board: Be advised, approval of the City's Design Review Board is required prior to issuance of the building permit. The DRB review focuses on specifics of building architecture, exterior lighting, the screening of service areas and roof-top equipment, site circulation, and the landscape plan.
9. Architectural Standards Committee: Section 5 of the current CC&R's indicate that approval from the developments Architectural Standards Committee is required. Applicant will be required to provide proof of Committee approval prior to review by the City's Design Review Board.
10. Civil Drawings: The construction drawings for any civil and utility improvements must be submitted for review and approval prior to construction. These drawing must illustrate that the utility improvements and extensions meet the standards listed within the Project Manual for Engineering Design and Development Standards, unless they have been specifically varied by the approval of the plat. It is the project engineer's responsibility to be aware of these standards.
11. Transportation Impact Fee: Be advised, transportation impact fees will be due at the time of building permit. The current rate is \$570 per Senior Housing Unit.
12. Civil Review Deposit Required: Be advised, a review deposit of \$200 per lot, \$2,000 minimum, to review the construction plans and a plat / PRD construction inspection deposit of \$350 per lot, \$5,000 minimum, is due prior to review and construction respectively.
13. Maintenance Bonding Requirements: A post construction maintenance bond for public infrastructure in the amount of 10% of the construction costs will be required prior to final plat approval. Bond to be in place for 2 years from the date of project completion.

14. Landscape Bonding: Be advised, performance and maintenance bonding will be required for the plat. This relates to street trees and any required mitigation planting. Bonds are due prior to final plat approval. Performance bond shall be at 100% of installation costs and be in place through establishment period approval. Upon acceptance of establishment the maintenance bond shall be in place for 2 years at 10% of costs.
15. Surveying: All surveying work and engineering design must be based on the City of Lynden survey control monuments. AutoCAD files for all improvements must be provided to the City in digital format approved by the City. A copy of the City's control monuments is available to the project consultant for their use.
16. Document Recording: Petitioner shall record the final amended PRD Development Agreement with Whatcom County following City Council approval and provide a copy, with the auditor's file number, to Planning Staff.
17. Street Trees: Be advised, per Sec. 18.14.120, the developer will be required to provide street trees within the dedicated public utility easement adjacent to the street. Without blocking view triangles, there shall be a maximum spacing of fifty feet between trees. Maintenance of street trees shall be the responsibility of the adjoining property owner.
18. Property Addressing: Be advised, all street addressing must follow the requirements of the Lynden Municipal Code.



	<p>A0.5</p> <p>South Elevation</p>	<p>Document Date June 1, 2018</p> <p>Document Project Schematic Design</p> <p>Rev. Date Month</p>	<p>Parkview Housing</p>	<p>FALCONWORKS</p>
		<p>801 Aaron Drive Lynden, WA 98264</p>	<p>119 NORTH COMMERCIAL STREET SUITE 1504 BELLINGHAM, WASHINGTON 98225 E: JON@FALCONWORKSDESIGN.COM P: 360.319.2076</p>	



	<p>A0.6</p>	<p>View</p>	<p>Parkview Housing</p> <p>Document Date: June 5, 2018 Document Phase: Schematic Design Rev: 0000 - 000000</p> <p>801 Azusa Drive Lynden, WA 98264</p> <p>BID_Parkview Housing / Holland Hospitality</p>	<p>FALCONWORKS</p> <p>119 NORTH COMMERCIAL STREET SUITE 1504 BELLINGHAM, WASHINGTON 98225 E: JON@FALCONWORKSDESIGN.COM P: 360.319.2076</p>
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Parkview Housing

803 Austin Drive
 Lynden, WA 98264

190_Parkview Housing / Haberdash Hospitality

Document Date
 June 3, 2019

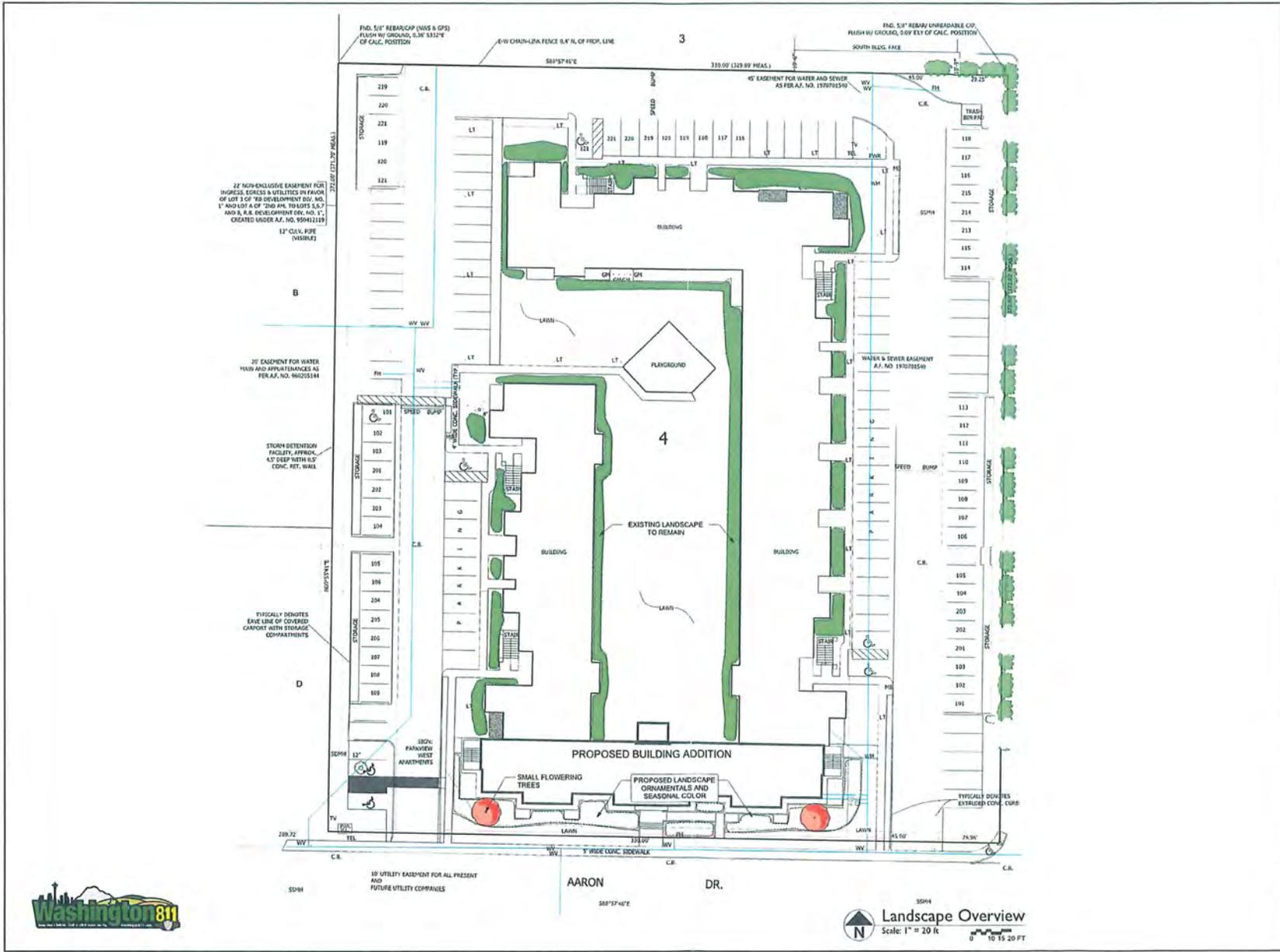
Document Phase
 Schematic Design

rev.	date	remark

View

A0.7





Landscape Overview
 Scale: 1" = 20 ft
 0 10 15 20 FT



Cascade Design Group
 P.O. Box 5938
 Bellingham WA 98227
 Paul George
 Landscape Architect
 360-715-2119
 paul@casadedesigngroup.net

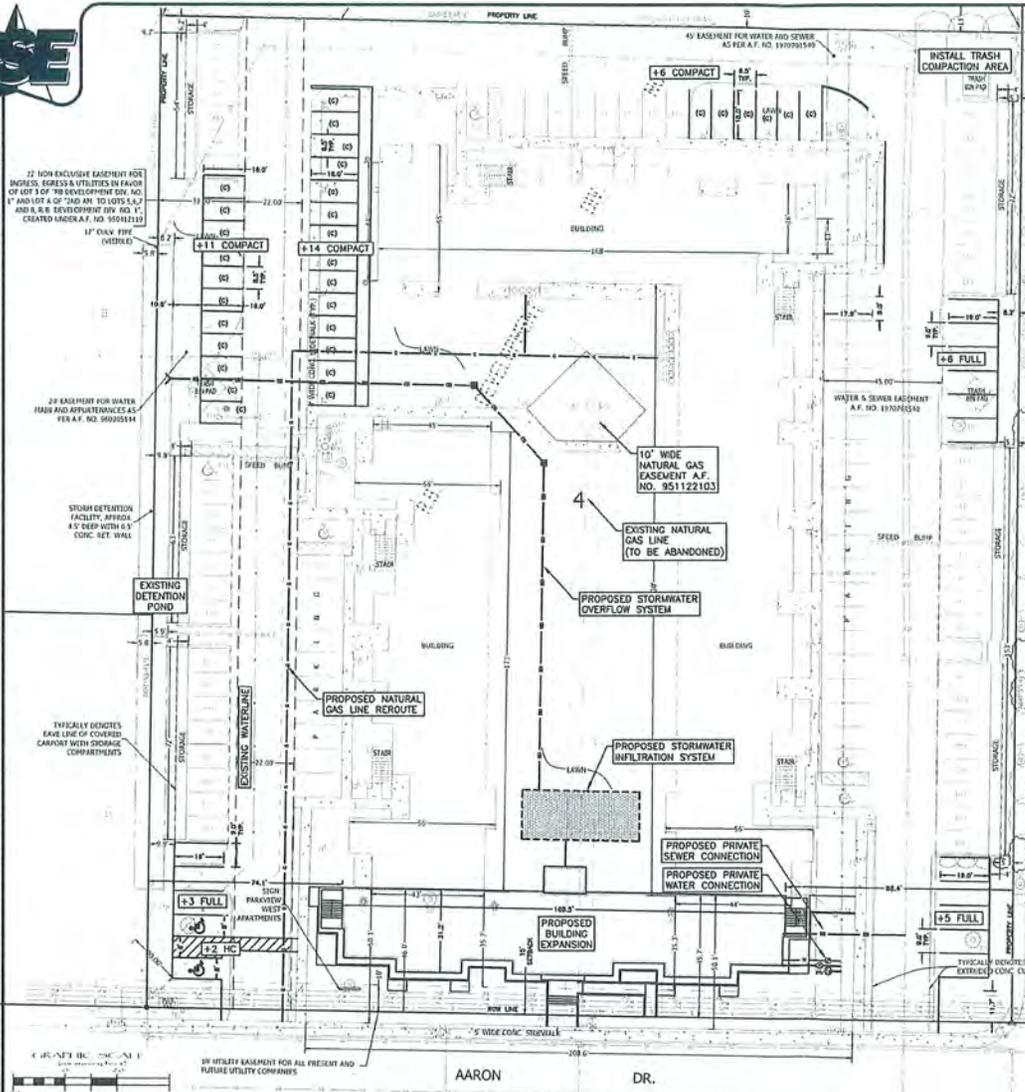
PARKVIEW WEST HOUSING EXPANSION
 801 Aaron Dr., Lynden, WA 98264

PROJECT START DATE June, 26th, 2019
REVISIONS

L1



PACIFIC SURVEY & ENGINEERING INC
 909 SQUALICUM WAY, SUITE 111 • BELLINGHAM, WA 98225 PHONE: 360.671.7387 FAX: 360.671.4685 EMAIL: info@pseurvey.com
 www.pseurvey.com



PARKVIEW WEST HOUSING EXPANSION

PLANNED RESIDENTIAL DEVELOPMENT AMENDMENT

SYMBOL LEGEND

- FOUND 3/8" REBAR/CAP (AS NOTED)
- SET 1/2" REBAR/CAP (LS #18007)
- SET NAIL/SHEER (LS #18007)
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- SAN SEWER MANHOLE
- STORM CATCH BASIN
- 6" PVC CLEAFOUT
- IRRIGATION CONTROL BOX
- FENCE LINE (CHAIN-LINK)
- ARBOR VITAE HEDGE
- DECIDUOUS TREE LABELED W/ INCH DIA.
- CONIFEROUS TREE LABELED W/ INCH DIA.
- MAX BOX
- YARD LIGHT
- POWER TRANSFORMER (CONC. PAD MOUNTED)
- POWER JUNCTION BOX
- UTILITY BOX (UNKNOWN TYPE)
- COMMUNICATIONS J-BOX
- GAS METER
- HANDICAP ACCESS
- PROPOSED WATER METER
- PROPOSED POST INDICATOR VALVE

LINE LEGEND

- EXISTING GRADE INDEX CONTOUR
- EXISTING GRADE INTERVAL CONTOUR
- EXISTING STORM DRAIN LINE
- EXISTING SANITARY SEWER GRAVITY LINE
- EXISTING WATER LINE
- EXISTING UNDERGROUND POWER
- EXISTING UNDERGROUND COMMUNICATIONS LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING UNDERGROUND NATURAL GAS LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED NATURAL GAS LINE
- PROPOSED STORMWATER MANAGEMENT FACILITY

GENERAL NOTES

- A. SURFACE FEATURES ARE BASED ON ALTA/ACSM SURVEY FILE NO. 4272-202817 BY FIRST MERICAN TITLE INC. CO. CASEMENTS NOT PLOTTED ON MAP ARE BLANKET IN NATURE. DASHED FOR GROUND NATURAL GAS UNDER A.P. NO. 951122103 IS NOT SHOWN DUE TO THE AMBIGUITY OF "EXHIBIT A". IT RUNS GENERALLY THROUGH CENTER OF PROPERTY N-S AND IS 10 FEET IN WIDTH.
- B. THIS MAP SHOWS EASEMENTS OF RECORD AS PER TITLE REPORT FILE NO. 4272-202817 BY FIRST MERICAN TITLE INC. CO. CASEMENTS NOT PLOTTED ON MAP ARE BLANKET IN NATURE. DASHED FOR GROUND NATURAL GAS UNDER A.P. NO. 951122103 IS NOT SHOWN DUE TO THE AMBIGUITY OF "EXHIBIT A". IT RUNS GENERALLY THROUGH CENTER OF PROPERTY N-S AND IS 10 FEET IN WIDTH.
- C. SITE ADDRESS IS 801-817 AARON DRIVE E. LYNDEN, WA 98264. ASSESSOR'S PARCEL NUMBER IS 400316 048520 0000.
- D. UNDERGROUND UTILITIES WERE DETERMINED BY RECORD DRAWINGS AND SITE VISIT. NO UNDERGROUND UTILITY LOCATE WAS PERFORMED ON THIS PROPERTY TO PREPARE THIS MAP. CALL FOR LOCATES BEFORE DIGGING.
- E. JOGS IN BUILDING AND UTILITY FEATURES NOT SHOWN IN DASHED LINE PORTION (NOT ACCESSIBLE BY SURVEYOR).
- F. STORM DETENTION FACILITY OWNERSHIP AND MAINTENANCE NOT LISTED IN FILE REPORT DOCUMENTS.

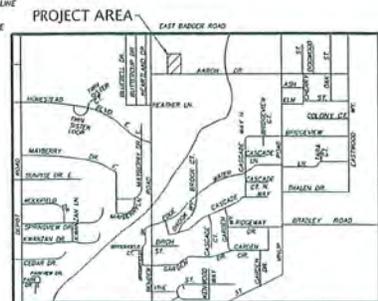
LEGAL DESCRIPTION

LOT 4, R20 DEVELOPMENT, DIV. NO. 1, A PLANNED RESIDENTIAL DEVELOPMENT, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 119 OF PLATS, PAGE 21, RECORDS OF WHATCOM COUNTY, WASHINGTON.

PARKING CALCULATIONS

EXISTING PARKING REQUIREMENTS		PROPOSED PARKING REQUIREMENTS	
EXISTING UNITS:	40	PROPOSED UNITS:	50
REQUIRED PARKING SPACES:	25 UNITS x 2 SPACE/UNIT = 50 SPACES	REQUIRED PARKING SPACES:	50 UNITS x 1 SPACE/UNIT = 50 SPACES REQUIRED
PROPOSED WATER METER:	20 UNITS x 1.5 SPACE/UNIT = 30 SPACES REQUIRED	PROPOSED + EXISTING PARKING SPACES:	
PROPOSED POST INDICATOR VALVE:	10 SPACES REQUIRED		
TOTAL SPACES REQUIRED: 130			
EXISTING PROPOSED TOTAL (2 WAY)			
HANDICAP:	5	EXISTING PROPOSED TOTAL:	7
FULL SIZE:	39	FULL SIZE CARPORT:	43
COMPACT:	0	COMPACT:	31
TOTAL:	44	TOTAL:	81

31 COMPACT SPACES / 130 TOTAL = 23% C. 30% MAX PER 19.51.050-B



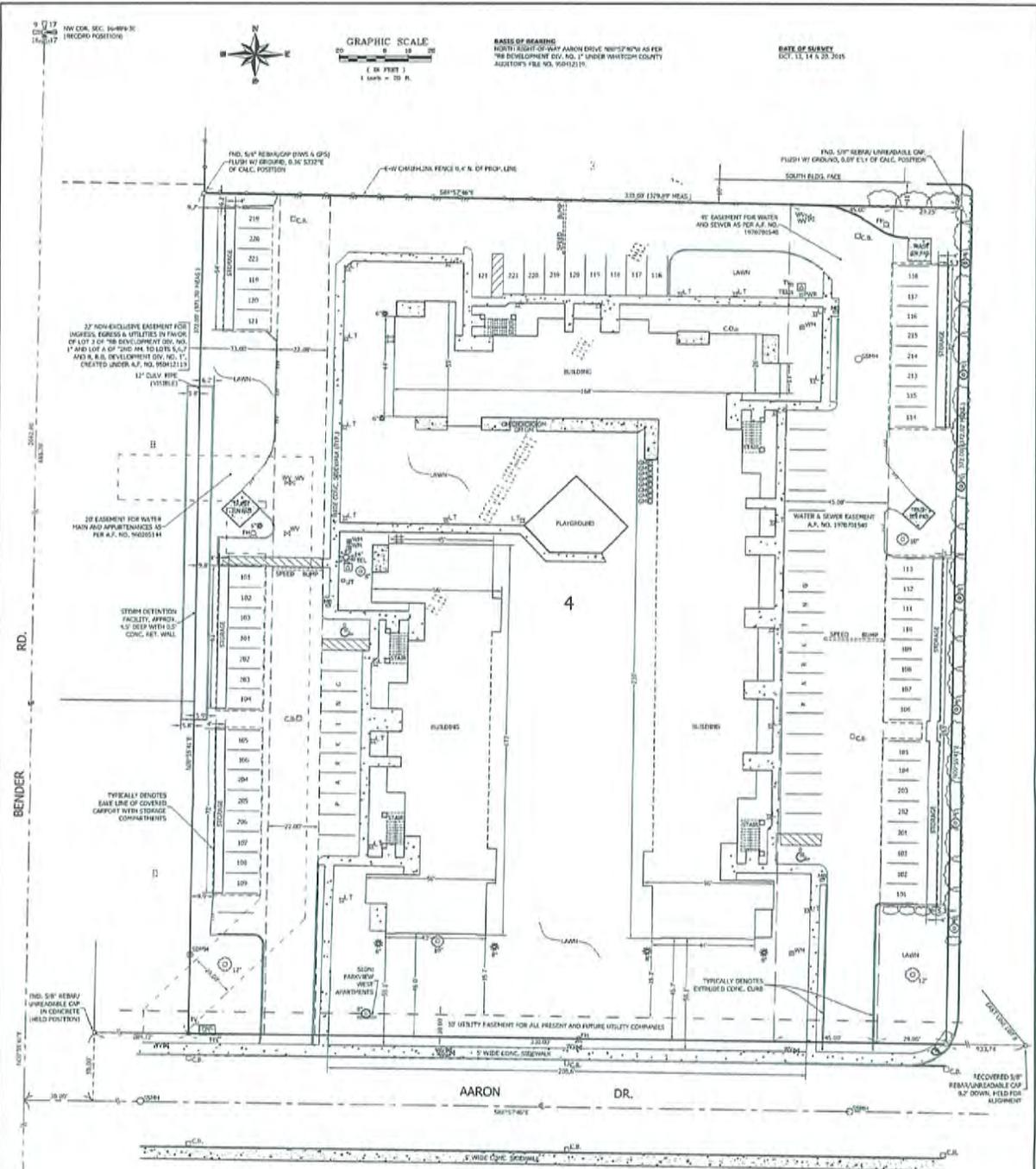
FIELD BOOK	TRM. No.	LOCATION	ELEV.	DATE	BY	SCALE	REV.	DATE	REVISION DESCRIPTION	BY	DATE	ISSUE DESCRIPTION	DATE
DESIGN													
STAMP:													
CONTRACT													

HOLLANDER INVESTMENTS, INC
 119 NORTH COMMERCIAL STREET
 BELLINGHAM WA 98225

PARKVIEW WEST HOUSING EXPANSION
 LYNDEN, WASHINGTON
 PLANNED RESIDENTIAL DEVELOPMENT AMENDMENT
 GENERAL UTILITY PLAN

JOB No. 2019129
 SHEET
02
 OF
02





9 17 17 NW COR. SEC. 16-49-2E (RECORDED POSITION)



GRAPHIC SCALE
 0 10 20
 (IN FEET)
 1 inch = 20 ft.

BASE OF MEASUREMENT
 NORTH QUARTER 30-00' AMON DRIVE, 400'± 24"± AS PER
 '98 DEVELOPMENT DIV. NO. 1 UNDER WHATCOMB COUNTY
 AUDITOR'S FILE NO. 99012111.

DATE OF SURVEY
 OCT. 13, 14 & 25, 2015

BENDER RD.

AARON DR.

- LEGEND**
- FOUND 5/8" REBAR/COP (AS NOTED)
 - SET 1/2" REBAR/COP (AS NOTED)
 - △ SET HALF-INCHER (AS NOTED)
 - FIRE HYDRANT
 - WVX WATER VALVE
 - WM WATER METER
 - SM SAN. SEWER MANHOLE
 - SCB STORM CATCH BASIN
 - CD 6" PVC CLEANOUT
 - IBR IRRIGATION CONTROL BOX
 - FENCE LINE (CHAIN LINK)
 - ARBON METAL HEDGE
 - DECIDUOUS TREE LABELED BY TYP. DIA.
 - CONIFEROUS TREE LABELED BY TYP. DIA.
 - MAIL BOX
 - YARD LIGHT
 - POWER TRANSFORMER (CONC. PAD MOUNTED)
 - POWER FUNCTION BOX
 - UTILITY BOX (UNDERGROUND TYPE)
 - TELECOMMUNICATIONS BOX
 - GAS METER
 - HANDICAP ACCESS

LEGAL DESCRIPTION
 LOT 4, 132 DEVELOPMENT, 202, 1/4, 1/4, PLANNED RESIDENTIAL DEVELOPMENT, ACCORDING TO THE MAP THEREOF,
 RECORDED IN VOLUME 17 OF PLATS, PAGE 21, RECORDS OF WHATCOMB COUNTY, WASHINGTON.

- REFERENCES TO ITEMS OF TABLE**
1. IMPROVEMENTS EXISTING AT ALL PLATS PROPERTY CORNERS.
 2. UTILITIES ON SITE. EXTERIOR DIMENSIONS SHOWN AT GROUND LEVEL (TO NEAREST FOOT). SEE GENERAL NOTE D.
 3. SUBSTANTIAL FEATURES SHOWN.
 4. LOCATION OF UTILITIES BY OBSERVED EVIDENCE ONLY.

GENERAL NOTES

- A. THIS MAP SHOWS EVIDENCE OF RECORDS AS PER TITLE REPORT FILE NO. 172-28233 BY FIRST AMERICAN TITLE INS. CO. EVIDENCE NOT NOTED ON MAP ARE BLANKY IN NATURE. EVIDENCE FOR CASCADIA NATURAL GAS (LINES A.F. NO. 9112285) IS NOT SHOWN DUE TO THE AMBIGUITY OF "TOMBST" IT ALSO GENERAL THROUGH CENTER OF PROPERTY AND IS 10 FEET IN WIDTH.
- B. SITE ADDRESS IS 385-417 AMON DRIVE E., LINCOLN, WA 98048. ADDRESS' PARCEL NUMBER IS 40030484000000.
- C. UTILITIES SHOWN ON THIS MAP ARE VISIBLE ONLY. UNDERGROUND (E.G. LINES) MAY EXIST BUT ARE NOT KNOWN OF BY THIS SURVEYOR. CALL FOR LOCATIONS BEFORE DIGGING.
- D. BOYS IN BUILDING AND UTILITY FEATURES NOT SHOWN IN CHAINED LINE POSITION, NOT ACCESSIBLE BY SURVEYOR.
- E. STORM DETENTION FACILITY OVERSEER AND MAINTENANCE NOT LISTED IN TITLE REPORT DOCUMENTS.

SURVEYOR'S CERTIFICATE
 I, BRUNO CHRISTIE, P.L.S. (S. 11997)
 DO HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2013 PROFESSIONAL STANDARDS DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, IDENTIFY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 4, 5, 6, 8 AND 11(a).
 THE FIELD WORK WAS COMPLETED ON OCTOBER 20, 2015.
 DATE OF PLAT OR MAP: OCTOBER, 2015

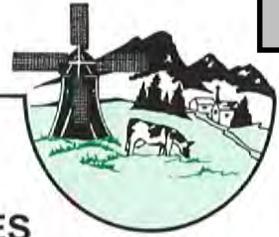
**ALTA/ACSM SURVEY
 EXISTING CONDITIONS**



**CHRISTIE & CHRISTIE
 LAND SURVEYING INC.**
 232 GRAND AVE., SUITE 107
 BELLINGHAM, WASHINGTON 98225
 PH. # 360.671.8885 FAX # 360.671.8823
 chris@ccsland.com

PREPARED FOR:	WOLLANDER INVESTMENTS, INC. 119 N. COMMERCIAL ST., SUITE 165 BELLINGHAM, WA 98225
DATE: NOV. 3, 2015	DRAWN BY: JCA
SCALE: AS SHOWN	CHECKED BY: BDC
	JOB NO. 201510208 ALTA-ACSM SURVEYING SHEET 1 OF 1

1/4 COR. SEC. 16-49-2E (RECORDED POSITION)



PLANNING COMMISSION MEETING MINUTES

7:30 PM October 10, 2019
City Hall Annex

1. CALL TO ORDER

2. ROLL CALL

Present: Diane Veltkamp, Gerald Veltkamp, Blair Scott, Lynn Templeton, Brett Kok and Bryan Korthuis

Absent with notice: Tim Faber

Staff Present: Gudde, Planning Director and Samec, City Planner.

3. APPROVAL OF MINUTES

A. September 12, 2019

Scott motioned to approve the September 12, 2019, Planning Commission Minutes as submitted. Seconded by Korthuis and the motion passed 5-0.

4. PUBLIC HEARING

A. PRD Amendment #19-01, RB Development, 801 Aaron Drive, Lynden

Chairperson Veltkamp opened the public hearing.

Gudde addressed her memo dated October 4, 2019 and stated that the RB Development Planned Residential Development (PRD) was originally approved in 1994. It encompassed 28.7 acres of property located between Badger Road and Aaron Drive and stretched from Bender Road to Vinup Road. The request is specific to the Parkview West Apartments, however, will affect the PRD in whole.

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

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

These amendments are needed to facilitate the applicant's proposal of a 5-story building geared specifically to senior living. The apartments are planned to be studio and one-bedroom units. The proposed building has a central elevator and shared amenities. The existing apartments on the site will be maintained as well as the shared green space at the center of the project. The applicant proposes that the project could provide support housing for residents of the next-door Christian Health Care Center. On a larger scale, the applicant asserts that senior housing of this scale is needed in the Lynden area.

Staff has concluded that the intent of the proposed amendment of the RB Development PRD may be consistent with the original RB Development PRD in that:

- It does not exceed the original approved number of units.
- It provides housing which compliments the adjacent skilled health care facility.
- Amenities are available nearby in that the proposed housing can benefit from the commercial services of Bender Plaza, recreational space at Bender Park, and the WTA bus line along Aaron Drive.

Staff has concerns related to the impacts of the project. Mitigating factors related to these impacts should be considered:

- The number of new units proposed at this location is likely to have off-street impacts to parking on Aaron Drive, parking lots intended for Bender Park users, and the parking lots of adjacent properties.
- The proposed building's physical relation to the streetscape. Specifically, having a 45-foot-tall structure within 15 feet of the property line.
- The proposed building's impacts to the existing site. This includes temporary and permanent impacts to the existing residents and the site. Including, but not limited to parking availability, garbage service, traffic interior to the site, and the literal shadow cast on the site and its recreational area.

Scott Goodall, PSE Engineering, 909 Squalicum Way, #111, Bellingham

Goodall is representing the property owners. Goodall stated that the PRD Amendment was originally approved in 1994 and has been amended several times since then. The PRD has predominately been built out, however, there is some opportunity for infill.

Goodall stated that the original PRD contemplated 437 units total, however, to-date only 258 have been constructed. The beds within the Christian Health Care Center were excluded from the total unit count.

The applicants are proposing a 50-unit 5 story senior housing facility which will include studio and 1-bedroom units, centralized hot water, common laundry and efficient kitchens and bathrooms. The building will also have an elevator and a modern fire sprinkler system. The elevator is a need for a retirement facility. Goodall stated that 50-units is really the breakeven number to off-set the cost of the elevator.

Parkview West Apartments consistently has a waiting list for seniors requiring a no-step rise to their units. In addition, many seniors who are on a fixed income are drawn to downsizing and seek efficient spaces. Goodall stated that there is a housing shortage for this type of development and vacancy is very low. Multi-family units are needed and this project will help with the shortage.

The location is great as it sits next to Bender Plaza which offers many amenities within walking distance as well as its proximity to Bender Fields.

Goodall stated that there are a lot of architectural features associated with the proposed building. This addition will update the area and will be a benefit to the community. Most of the existing commercial buildings near by are above average aesthetically, but that is not the case of the existing Parkview Apartments. The existing façade is lacking in appeal and the proposed remodel will vastly improve the buildings appearance.

The request for the setback reduction is necessary to infill in the area. Only half of the building will be within 15-feet as the building elevation steps forward and back. The setback for the other half of the building will vary from 20–30 feet. The units are as small as they can be. As for tenants, there are no plans to displace any existing tenants.

In addition, the amendment is asking to go back to the original height of 45-feet. The height is needed to house the 50-units. The requested open space reduction is to accommodate the additional parking necessary. The applicants are also asking to remove the requirement to have storage units in the parking area as the LMC does not require it.

As mentioned above, this is a great location for infill. The proposed expansion / infill will result in a reduction of environmental impacts compared to development on a vacant piece of land. The project as proposed disturbs no critical areas, has no shoreline impacts and does not displace farmland. It is a responsible project.

No parking variance is necessary as the plan meets the City of Lynden Parking Code.

The project is also proposing to include a designated loading and drop-off zone along Aaron Drive.

D. Veltkamp asked Goodall to clarify the unit count within the PRD, specifically why the Christian Health Care Facility was not included? D. Veltkamp stated, if you included the HC Center you would be at 406 units plus what you are requesting which would actually be over the allowable count. Goodall replied that skilled nursing facilities are not typically treated as the same. D. Veltkamp stated that she is not comfortable with the units not being counted. The residents at that location do live there fulltime and it is their home.

Templeton asked about the underlying zone. Staff replied, the underlying zone is RM-3.

Templeton asked for clarification regarding the storage requirement. Goodall stated that each unit within the Parkview Apartments was required to have a 32 square foot storage unit. Staff stated that the proponents are asking to not continue that requirement for the new units as code does not place specific outside storage requirements on developments.

Templeton also asked about the request to re-establish the height at 45-feet. Gudde replied, one of the amendments that occurred reduced the interior setbacks at the Parkview Apartments as long as the setback was limited, and height was to remain at 2 stories.

Templeton asked about 11 (e) of the Staff Report and asked what are "reasonably related public improvements?" Guide replied, reasonably related public improvements are bus stops, drop off area, replacement of any street trees etc.

Mark Hollander, 359 E Wisner Lake Road, Lynden

Hollander is the owner and developer of the proposed project and stated that the number of units within the entire 30-acre PRD is extremely low density. 30 years ago that was an appropriate density, however, today infill is acceptable. No one can deny that the City needs more multi-family development. Infill of land and providing multi-family development is a mandate for the City. This is an amazing opportunity to create very special housing in a great location. This is a tight spot and getting an elevator in a building with 50-units is a challenge, however, it can be done. The building has been designed to minimize the impact. We have looked at several options and there is not much more that can be done to manipulate the building.

Hollander stated that this is not over densifying the area, it is a very appropriate use. Would like to see even more density across the street, near Sonlight Church.

Hollander mentioned that the building will be restricted to 55 plus. There will be a secured area at the entrance as well as a common area on the top floor for the residents to share. There will also be a common laundry facility.

Hollander stated that the existing units within the complex include 1, 2 and 3 bedroom units. The unit sizes are larger than most in the area with an average size of 1000 square feet. There are many families in this building and this is an ideal location for seniors.

There was brief conversation about impacts to the existing units. As an owner and developer, Hollander stated that he has to weigh the pros and cons of a few units losing a couple of windows vs. the creation of 50 new units for the community.

Regarding the front setback, it is easy enough to say just move the building back, however, moving the building back will require me to take out units and it becomes very expensive and this type of use is best with an elevator.

Adding the extra units is not dense for this area. It is comfortable living for everyone. In addition, reducing the green space by only 5% from (30%-25%) is remarkable. The proposed request is very efficient in every way.

Scott asked about parking. Hollander stated that we are meeting the parking code.

Speaking in favor

Len VanderVelden, 1225 Front Street, Lynden

VanderVelden appreciates the time that the Commission gives to the community.

VanderVelden stated that he has no interest in the project other than the fact that he thinks it is a good fit for Lynden. The location is great. The building would no doubt be a great place for seniors. VanderVelden is in favor of good planning and hopes that the City looks favorably upon the request.

Speaking in opposition

Robin Walker, 801 Aaron Drive, Lynden

Walker handed out information to the Commissioners. Walker stated that it is very clear that this proposed plan is not in line with the existing PRD. Over the years, the City of Lynden has been diligent to the development and growth of the City. City Planning efforts have been great and the neighborhood surrounding Bender Fields is a great example. To allow this proposal would bring a halt to the careful planning of the PRD.

This proposed development will bring more negatives than positives to the quality of life of the neighborhood. The greatest impact of this project will be felt by the residents. The project will result in the loss of privacy and access to Aaron Drive and Bender Field. The blocking of the south end will create a canyon like courtyard decreasing privacy and sunlight. The residents on the south end will also lose a window and will have an increase in noise from the outer stairwell.

The multi-story project will overshadow and obstruct views while creating a hotel like environment. On-site parking will increase with the loss of shrubbery and landscaping. There will be additional concern for on-site traffic creating a safety concern for children, there will be an increase to the already busy traffic flow on Aaron Drive, there will be an increase in street parking which is a safety concern and the new building will be a detriment to views etc.

If approved as proposed, it will set a very deliberate precedent and change the direction of planning management for the future of Lynden.

Karen Jimison 817 Aaron Drive, Lynden

Question regarding access to the Fire Hydrants. Gudde replied that the new development will meet all fire requirements.

Patrick O'Neill, 12823 South Fairway Ridge Lane, Spokane

O'Neill is the CEO of the Christian Healthcare Center. O'Neill stated that he is neither in favor or opposed to the project.

O'Neill would like to confirm that there are 142 licensed beds in the center. Thank you for clarifying that we have residents not patients.

For clarification, O'Neill asked if the max unit count was 50 or 51. Goodall replied, 50 is the max. Gudde stated that the original application did note 51 units, however, that was in error.

O'Neill stated that he likes the concept and there are a lot of positives to this type of use. O'Neill expressed concerns regarding the evacuation procedure of elderly people located within a 5-story building, parking for guests of the additional 50 apartments as well as concerns for parking lot safety.

The center and the apartments do have a difficult time getting in and out of their parking lots when there are activities at Bender Field. If the project is approved, there will be a need for some sort of relief to help with the safety.

Ron Hendricks, 923 Aaron Drive Unit 110, Lynden

Hendricks lives less than 100 yards from the proposal. A 5-story building does not fit into the neighborhood. A 2-story building would be a better fit. There is a definite need for senior housing, however, this is not the best location for something of its size.

Lynn Hicks, 801 Aaron Drive, Lynden

Hicks has lived in this location for 10 years and her unit is one that will be impacted by the new addition. The area is already so busy, safety is a concern for the children.

Hicks asked how long it will take to build the proposed building. There is not enough parking now, how will it be if the request is approved?

Hicks loves living at the apartments, there is a neighborhood feel and she does not want to see it change.

Pat Young, 801 Aaron Drive, Lynden

Young has lived there for 17 years and has been waiting for a one bedroom to become available. It is home now and if this is approved it won't be anymore.

Hollander addressed the Commission and stated that the south side units will be impacted by losing one of the two windows located in the bedroom.

Hollander is in favor of better security and safety and is willing to do what he can to make it better.

Hollander agreed that there is a lot of activity across the street and yes there can be congestion in the area, however, maybe a pedestrian crossing would help the situation. Parking is a solvable concern and we are willing to do what it takes. As for a safety plan for the residents, it is a must and we will provide that.

Hollander addressed the construction timeline and stated that he would like to begin roughly during the Spring of 2020 and will take about one year to construct.

Hollander addressed the noise and traffic concerns and stated that it could be argued that the proposed building will create a buffer for the people in the courtyard. With regards to privacy, the windows proposed at the back of the building is a hallway and the views and eyes are to the south. There will not be too many privacy issues. Hollander will do his best to address everyone's concerns and will try to solve problems and opposition as best as he can.

Templeton motioned to close the public hearing. Seconded by Scott, and the motion passed 5-0.

D. Veltkamp gave some history as she was on the Planning Commission in 1994. The PRD was designed for multiple buildings to house a number of different uses. The applicants originally wanted 3 story buildings at 45-feet in height with a 45-foot setback. The preference was to have a decent setback and a lower building height all in proportion with the neighborhood. Through all of the amendments, the setbacks and heights were held tight and consistent. If the units were going to ever go back to 45-feet in height, then the setback would need to remain at 45-feet. The reason storage units were required was because there are no garages and the Commission wanted to allow for a place to store any additional equipment to keep the complex neat.

The Commission reviewed the minimum standards outlined in LMC 19.29.060(J) and has found that the request *does not* satisfy the criteria listed below:

1. The modification of minimum standards protects or improves the character of the surrounding neighborhood in terms of architectural scale, view corridors, the aesthetic character or provision of services. The Commission replied, no.
2. The modification of minimum development standards protects critical areas and the environmental quality of the parcel(s) to be developed. The Commission has not been given any information that says the proponents are not.
3. The modification of minimum standards is necessary to permit reasonable development as a result of unique characteristics of the property or the proposed uses. Templeton stated, other than wanting to add 50-units, there are no unique characteristics of the

property? G Veltkamp stated that there is not a unique characteristic here, that would be a creek or critical area, something that you do not have control over.

4. The modification of building height (subject to 19.29.060(2)) or building setbacks where reasonably necessary due to arrangement of buildings and open spaces as they relate to various uses within or adjacent to the planned development; provided that any such modification shall be consistent with subsection (A) herein. The Commission replied, no.
5. The modification of minimum standards is adequately mitigated by reasonably related public improvements proposed in connection with the planned development. The Commission replied, no.

In addition, the Commission reviewed LMC 19.29.110, and found that the request does not meet the design criteria.

G. Veltkamp understands the concept, however, feels that the proposed building is too high and too close to the street. G. Veltkamp hesitates to give much more than a 25-foot setback and feels that 32-feet in height is enough.

Scott appreciates the need however, it feels forced and does not feel like it is adding to the neighborhood, feels more like it is cramming something in.

Kok stated that it is impressive that they can build and additional 50-units with only losing 5% open space. Does agree that the request would serve a huge need. For Kok, the height is not a concern, however, is a bit concerned with how close it is to the street. Requiring storage units is not an issue as that requirement is not a city code. It was unique to the PRD and it seems strange to require it now.

Templeton stated that the application does not meet the requirements of the PRD.

Korthuis stated that this is tough as there is an overwhelming need for something like this in our community. Agrees that the location is a plus. Does not like that it blocks the existing apartment complex and it is very different than what is existing. The flow of the uses make sense, however, may not meet the requirements of a PRD.

If the City needs to infill somewhere, is this the best place? It poses an excellent opportunity in the proposed location, the transition of housing all makes sense, its just difficult.

D. Veltkamp hopes that there is a way to do this without the magnitude. Could it be on a smaller scale, located behind the existing building? Too bad that there is an empty building behind this parcel. D. Veltkamp is concerned with setting a precedent.

Templeton motioned to recommend denial of the RB Development PRD Amendment #19-01, as presented, according to the findings, conditions and recommendations of the Technical Review Committee Report dated September 17, 2019. Seconded by Scott, and the motion passed 5-0.

The Commission agreed that intent is good. Scott indicated that it needs a better flow with the surrounding area. The building looks nice it is just too large.

Kok stated that the height is reasonable, his only concern is how close it is to the front setback.

5. COMMISSIONERS CORNER

Next meeting will be on October 24th and will be looking at a Conditional Use Permit and Development Agreement.

The November 7th or November 21st agenda will include the Flood Hazard Overlay and the Pepin Creek Sub-Area Plan. Staff to confirm November date with the Commission.

6. ADJOURNMENT

Motion to adjourn by Kok / Second by G. Veltkamp. Meeting adjourned at 9:35 pm.

CITY OF LYNDEN
PLANNING COMMISSION RESOLUTION #19-04

ORIGINAL

A resolution of recommendation for denial of the PRD Amendment # 19-01 for RB Development, to the Lynden City Council.

WHEREAS, Pacific Surveying and Engineering, Inc, hereinafter called the "Proponent," submitted a complete application to the City of Lynden, hereinafter called the "City," for an amendment to the RB Development Planned Residential Development.

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

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

WHEREAS, the subject parcel is approximately 3.17 acres and is located within the RB Development Planned Residential Development.

WHEREAS, the PRD Amendment request is asking to amend the RB Development / Heritage Park PRD to allow a building expansion that includes an age-restricted senior housing facility including 50 additional units in a 5-story apartment building. The proposed building is approximately 23,375 square feet excluding the exposed stair, elevator shaft and roof top deck.

WHEREAS, the Lynden Planning Commission held a public hearing on October 10, 2019, at the City of Lynden, City Hall Annex, 205 4th Street, Lynden, Washington, to accept public testimony on the proposed PRD Amendment request, and that meeting was duly recorded;

WHEREAS, the City's Technical Review Committee has reviewed the request for the Amendment and has provided findings, conditions and recommendations to the Planning Commission in a report dated September 17, 2019.

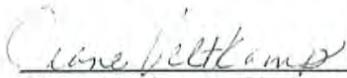
WHEREAS, the Lynden Planning Commission has reviewed the request for the proposed PRD Amendment as required under LMC 19.29.060(J) and LMC 19.29.110 and has found that the request *does not* satisfy the criteria listed below:

1. The modification of minimum standards protects or improves the character of the surrounding neighborhood in terms of architectural scale, view corridors, the aesthetic character or provision of services;
2. The modification of minimum development standards protects critical areas and the environmental quality of the parcel(s) to be developed;
3. The modification of minimum standards is necessary to permit reasonable development as a result of unique characteristics of the property or the proposed uses;

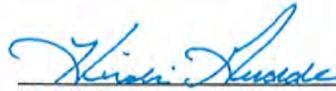
4. The modification of building height (subject to 19.29.060(2)) or building setbacks where reasonably necessary due to arrangement of buildings and open spaces as they relate to various uses within or adjacent to the planned development; provided that any such modification shall be consistent with subsection (A) herein;
5. The modification of minimum standards is adequately mitigated by reasonably related public improvements proposed in connection with the planned development.

NOW THEREFORE, BE IT RESOLVED by the Lynden Planning Commission to recommend *denial* of the request to amend the RB Development Planned Residential Development.

PASSED by the Planning Commission of the City of Lynden, Whatcom County, at their meeting held the 10th day of October 2019.



Diane Veltkamp, Chairperson,
Lynden Planning Commission



Heidi Gudde, AICP
Planning Director



ROBERT A. CARMICHAEL | Attorney
bob@carmichaelclark.com

MEMORANDUM

TO: Heidi Gudde
FROM: Robert Carmichael and Catherine Moore
DATE: March 12, 2020
SUBJECT: RB Development PRD

INTRODUCTION

You asked us to determine whether the City of Lynden (City)'s current code provision prohibiting moving densities between areas within a planned residential development ("PRD") applies to the RB Development PRD ("RB PRD"). It is our conclusion that the RB PRD is not vested to the old code allowing such transfers. However, because such density transfers are expressly allowed under both the Development Contract and the City Code in place at the time the Development Contract was entered, we conclude that RB Development retains a contract right to move densities to different areas within the PRD.

FACTS

The RB PRD was approved in two stages: the development contract for the entire RB PRD in 1994, recorded at Whatcom County Auditor's File No. 941227078 ("Development Contract"), and the plat subdividing the property in 1995, recorded at Whatcom County Auditor's File No. 950412119 ("Plat"). RB Development is now proposing a 41-unit age-restricted housing development which was not contemplated in the Development Contract. The age-restricted housing would be placed on an open portion of a lot in Area B of the RB PRD. Area B was originally allocated 152 units of residential density. The particular lot the age-restricted development would go on is already improved with a 45-unit apartment building. The rest of Area B contains the Christian Health Care Center, a 142-bed facility allocated 85 units. The PRD as a whole has more than 41 remaining units, but Area B of the PRD has only 22 remaining units.¹

Ch. 19.29 LMC governs PRDs. The version in effect at the time the RB PRD was approved permitted transferring densities between areas outright. The Development Contract modified this code provision to allow RB Development to move units from one area of the PRD to another area only after public hearing. However, the current version of LMC 19.29.120, adopted in 2006, explicitly prohibits such modifications.

¹ Area B is Lots 3, 4, 5, and 6 as designated on the Plat. At various points in the documents related to the PRD, there has been discussion of how 38 units were allocated to each "quadrant," but units have been moved between quadrants freely. We found no authority for asserting that the distribution of the densities had to be uniform across the entirety of Area B.

ANALYSIS

I. The RB Development PRD is NOT vested to being able to move densities between areas.

The vested rights doctrine originated at common law, and was eventually incorporated into state statute for certain types of land use applications.² vested rights extend to complete applications for “building permits...; subdivisions...; and development agreements....”³

There is no state statute governing planned residential developments (or more generally, planned unit developments or “PUDs”) because PUDs are not defined by statute in Washington. There is also no statute extending vesting to a PUD on its own, in the absence of one of the above-mentioned applications to which vesting applies. Therefore, because applications for PUDs are “are not vested by statute, the vested rights doctrine does not apply.”⁴ However, when a PUD application and a plat application are inextricably linked, the vesting that applies to the plat application is extended to the companion PUD application.⁵

Here, the RB PRD was accompanied by the Plat recorded at Whatcom County Auditor’s File No. 950412119. The RB PRD has the same “vested” rights as the Plat.

A. The possibility of permitting an amendment to the PRD to move units from one area to another is a “land use control ordinance” within the meaning of RCW 58.17.033.

RCW 58.17.033 is the statute codifying the vested rights doctrine for subdivisions:

- (1) A proposed division of land, as defined in RCW 58.17.020, shall be considered under the subdivision or short subdivision ordinance, and zoning or other land use control ordinances, in effect on the land at the time a fully completed application for preliminary plat approval of the subdivision, or short plat approval of the short subdivision, has been submitted to the appropriate county, city, or town official.

The statute does not define “land use control ordinance,” nor is it defined in the other sections on vesting. Courts have defined “land use control ordinance as “an ordinance that exerts a restraining or directing influence over land use.”⁶ Further, the land use control ordinance must be related to an issue left to the municipality’s discretion, not one mandated by state or federal law.⁷

It is our interpretation that the ordinance prohibiting moving densities from one area of the PRD to another would be a “land use control ordinance” for vesting purposes. The ability to move densities impacts

² *Town of Woodway v. Snohomish Cty.*, 180 Wn.2d 165, 173, 322 P.3d 1219, 1223 (2014), *abrogated on other grounds by Yim v. City of Seattle*, 194 Wn.2d 682, 451 P.3d 694 (2019).

³ *RMG Worldwide LLC v. Pierce Cty.*, 2 Wash.App.2d 257, 279-80, 409 P.3d 1126, 1138 (2017).

⁴ *Id.* at 280.

⁵ *Schneider Homes v. City of Kent*, 87 Wash.App. 774, 779, 942 P.2d 1096, 1099 (1997), *review denied*, 134 Wn.2d 1021, 958 P.2d 316 (1998).

⁶ *Snohomish Cty. v. Pollution Control Hearings Bd.*, 187 Wn.2d 346, 366, 386 P.3d 1064, 1074 (2016), *as amended* (May 2, 2017), *citing New Castle Investments v. City of LaCenter*, 98 Wash.App. 224, 232, 989 P.2d 569 (1999).

⁷ *Id.* at 374.

physical site development, and the prohibition on moving densities was an exercise in the City's discretion. Therefore, we conclude that the ability to move densities vested with the PRD.

B. However, the vested status of the PRD expired when the vested status of the Plat did.

RCW 58.17.170(2)(a) states: "...any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing if the date of filing is on or before December 31, 2014..." In 1994 when the RB PRD was approved, the RCW stated: "a subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances, and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five years after final plat approval..."

Regardless of whether the five or seven-year limit applies, any right to develop under the land use ordinances in effect at the time of plat approval has expired. Even if the RB PRD was vested to the ability to move densities between areas, it is not any longer. The vested rights doctrine will provide RB Development no relief.

II. RB Development does, however, appear to have a contract right to transfer densities.

In 2006, the City adopted an ordinance which prohibits the transfer of densities from one area of a PRD to another. LMC 19.29.120(C)(1). But, Paragraph 19(e) of the Development Contract states, "Unused densities or units cannot be transferred to other parcels without approval through the PRD hearing process as established in Lynden Municipal Code 19.29.050." In other words, the Development Contract allows density transfers between areas if approved by the City through the process provided in LMC 19.29.050 as it existed in 1994.

LMC 19.29.050 described the hearing process for approval of a PRD, which is the same as the hearing process for approval of a PRD today. The planning commission made a recommendation to the city council, who had the ultimate authority to approve or deny the PRD application.

The clause in Paragraph 19(e) must have been specifically bargained for between the parties, as opposed to being a standard clause included in PRDs routinely at the time, because Ch. 19.29 in 1994 actually permitted transferring densities between areas. LMC 19.29.10(F) stated:

Densities are for an entire Planned Residential Development. As a result, if there are less units in the first phase of the development than otherwise allowed, a transfer of the number of units may be allowed to subsequent development phases.

A. As a contract, the PRD would likely be interpreted to permit moving densities, despite the change in the municipal code.

It is a basic tenet of contract interpretation that "[t]he law in force at the time the contract was made became part of contracts executed thereunder, and continues in force for the benefit of persons entitled thereto, until the engagements of the contract are fully performed."⁸ Additionally, "[i]f the parties to a contract clearly and unequivocally incorporate by reference into their contract some other document, that

⁸ *State ex rel. Washington Mut. Sav. Bank v. City of Bellingham*, 8 Wn.2d 233, 248, 111 P.2d 781, 788 (1941).

document becomes part of their contract.”⁹ Finally, Washington courts have embraced “the rule that if one voluntarily puts it out of his power to do what he has agreed, he breaks his contract....”¹⁰

The law at the time the Development Contract was approved explicitly permitted moving units between PRD areas. The Development Contract modified this slightly to permit moving densities between areas subject to a public hearing, as provided by the then-current LMC 19.29.050, which it incorporated by reference. The City then adopted a new ordinance, which, if applied to the RB PRD, would result in the City breaching this provision of the Development Contract.

If it applied the 2006 ordinance to the RB PRD, a court would almost certainly find that the City “voluntarily put[] it out of [its] power” to honor clause 19(e) of the Development Contract, and that such action constituted a breach of the Development Contract. A court would likely require the City to honor clause 19(e) and hold a public hearing on transferring densities within the RB PRD to remedy that breach. Alternatively, a court could award RB Development damages for the breach, which would amount to the difference in profit between a 41-unit development and the development RB Development could actually build without transferring densities into Area B.

Since the City is a public entity, it is additionally subject to the requirements of the Washington State Constitution. Those obligations are described more fully in the next section.

B. Imposition of the prohibition on moving densities between areas of the PRD, which was codified in 2006, would likely be a violation of the Contracts Clause of the Washington State Constitution.

Article 1, Section 23 of the Washington State Constitution, like Article 1, Section 10, Clause 1 of the United States Constitution, prohibits impairment of obligations of contracts,¹¹ including obligations of contracts made by the jurisdiction implementing the new law. It is likely that for Lynden to now prohibit transferring densities within the RB PRD, where the Development Contract specifically allows transferring densities, would be unconstitutional.

Courts have different tests for when a private contract is infringed upon versus when a public contract is infringed upon. A governmental entity is held to a higher standard when its own ordinance could impair a contract to which it is a party.¹² “The test for analyzing impairment of public contracts has three parts. First, the court must determine whether a contractual relationship exists; second, the court must determine whether the legislation substantially impairs the contractual relationship; third, when a state impairs its own contracts, the court must determine if the impairment was reasonable and necessary to serve a legitimate public purpose.”¹³

⁹ *Washington State Major League Baseball Stadium Pub. Facilities Dist. v. Huber, Hunt & Nichols-Kiewit Const. Co.*, 176 Wn.2d 502, 517, 296 P.3d 821, 829 (2013).

¹⁰ *Vance v. Mut. Gold Corp.*, 6 Wn.2d 466, 475, 108 P.2d 799, 804 (1940).

¹¹ “Obligations of contracts” refers to contract parties’ legal obligation to perform the duties specified in the contract. This is as opposed to the agreement the parties reach itself. Governments may and routinely do limit what parties may actually agree to in a contract.

¹² *Caritas Servs., Inc. v. Dep’t of Soc. & Health Servs.*, 123 Wn.2d 391, 403, 869 P.2d 28, 35 (1994).

¹³ *Id.*, citing *Carlstrom v. State*, 103 Wash.2d 391, 694 P.2d 1 (1985); *United States Trust Co. v. New Jersey*, 431 U.S. 1, 97 S.Ct. 1505 (1977).

Regarding the first prong of the test, Washington courts define “contract” as “an agreement of two or more minds, upon sufficient consideration, to do or not to do certain acts.”¹⁴ There can be little doubt that the Development Contract is a contract. The contract reduces to writing the agreement by which, in consideration of the development specifications contained therein, the City would allow the development of the RB PRD.

Second, “[a] contract is impaired by a statute which alters its terms, imposes new conditions or lessens its value.”¹⁵ “Impairment may be substantial if the complaining party relied on the supplanted portions of the contract.”¹⁶ Statutes and ordinances have been found to substantially impair contracts where the change in law resulted in: a reduction in expected compensation by \$175,000;¹⁷ a requirement to annex into a city, where that requirement was not present when a ULID was imposed and property owners paid their ULID assessments;¹⁸ or a prohibition on granting franchises to all utility providers except one, where the city previously granted a franchise to a different utility provider.¹⁹

Here, it is likely that a court would agree the City’s subsequent prohibition on moving densities within the PRD substantially impairs RB Development’s right under the Development Contract to have an amendment to relocate densities considered. It is true that RB Development has not specifically exercised this right in the past. RB Development has, however, made significant amendments to the PRD in other ways that have impacted the distribution of its densities. It appears that some of the areas themselves may have had their boundaries adjusted. And, when considering the amendment to allow the Christian Health Care Center, the Planning Commission noted that the two parcels within Area B the development was to be on had been allocated 76 units, but still permitted the 142-bed project. The ability to move units between areas of the PRD is flexibility that, as evidenced by the present action, has real monetary value to RB Development.

Third, “[e]ven if a substantial impairment of contract occurs, however, it may nonetheless be constitutional if it was reasonable and necessary to achieve a legitimate public purpose.”²⁰ This inquiry, in turn, is analyzed using five factors: “(1) the emergency nature of the legislation; (2) whether the state had previously regulated the subject activity; (3) whether the impact is generalized or specifically directed toward a narrow class; (4) whether the reliance on pre-existing rights was both actual and reasonable; and (5) whether the challenged law worked a severe, permanent, and immediate change in those relationships reasonably relied upon.”²¹

Here, the third prong leans toward the City’s new ordinance being unconstitutional as applied to the RB PRD, but not as certainly as the previous two. First, the ordinance was not passed in response to a true public emergency. This weighs against the ordinance being constitutional. Second, PRDs are and were fairly

¹⁴ *Id.*

¹⁵ *Ketcham v. King Cty. Med. Serv. Corp.*, 81 Wn.2d 565, 576, 502 P.2d 1197, 1203 (1972), citing *Tremper v. Northwestern Mut. Life Ins. Co.*, 11 Wash.2d 461, 119 P.2d 707 (1941).

¹⁶ *Caritas Servs., Inc.*, 123 Wn.2d at 405.

¹⁷ *Caritas Servs., Inc.*, *supra*

¹⁸ *Vine St. Commercial P'ship v. City of Marysville*, 98 Wn. App. 541, 553, 989 P.2d 1238, 1244 (1999)

¹⁹ *City of Tuckwila*, *supra*

²⁰ *Caritas Servs., Inc.*, 123 Wn.2d at 411.

²¹ *Cycle Barn, Inc. v. Arctic Cat Sales Inc.*, 701 F. Supp. 2d 1197, 1203 (W.D. Wash. 2010).

significantly regulated by the Lynden Municipal Code, but are not subject the same level of regulation as subdivisions. We find this factor to be neutral. Third, the prohibition on moving densities presumably has a fairly narrow impact, as there are few PRDs in Lynden. This weighs against the ordinance's constitutionality as applied. Fourth, there is some evidence that RB Development has been acting in reasonable reliance on the ability to move densities, but it is also undisputed that this is the first instance of RB Development moving densities. This factor is neutral. Fifth, the ordinance does not really impose severe, permanent, and immediate change. RB Development is limited to placing an additional 22 units on the property, instead of the desired 41. This weighs in favor of constitutionality.

III. The Developer and City Council might be able to agree to abandon the Development Contract for further development.

In general, parties to a contract may, upon mutual agreement, rescind that contract.²² However, Washington courts favor maintaining the integrity of PUDs. For example, in one case, a tract that had been designated as green space in a PUD was foreclosed upon due to failure to pay taxes; the court held that the tract would retain its green space designation even after the foreclosure sale.²³ If the City and RB Development mutually decided to abandon the PRD, there is a question as to whether a court would find that action valid. Unfortunately, the courts have not yet had an opportunity to rule on this issue.

CONCLUSION

At the time RB Development entered into its Development Contract with the City in 1994, the City Code expressly provided that densities were established for the entire PRD, and that increased density may be transferred from early phases of the development to later phases. LMC 19.29.100.F (*circa 1994*). Furthermore, and perhaps most importantly, such density transfers are expressly allowed under the Development Contract. Therefore, we conclude that RB Development retains a contract right to transfer densities to later developments within the PRD. This contract right is not only enforceable at law by RB Development, but a breach thereof by the City would likely violate the "Contracts Clause" of the Washington state constitution.

²² See e.g. *Pavey v. Collins*, 31 Wn.2d 864, 870, 199 P.2d 571, 574 (1948).

²³ *City of Olympia v. Palzer*, 107 Wn.2d 225, 728 P.2d 135 (1986).

CITY OF LYNDEN
PLANNING COMMISSION RESOLUTION #19-03

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Diane Veltkamp, Chairperson,
Lynden Planning Commission

Heidi Gudde, AICP
Planning Director



PLANNING COMMISSION MEETING MINUTES

7:30 PM February 27, 2020
City Hall Annex

1. CALL TO ORDER

Planning Commissioners introduced themselves to Nikki Turner, new commissioner

2. ROLL CALL

Present: Tim Faber, Blair Scott, Nikki Turner, Diane Veltkamp, Gerald Veltkamp, Bryan Korhuis and Lynn Templeton.

Absent with notice: None

Staff Present: Gudde, Planning Director and Timmer, City Planner, Martin City Admin.

3. APPROVAL OF MINUTES

A. January 23, 2020

Templeton motioned to approve the January 23, 2020, Planning Commission Minutes as submitted. Seconded by G. Veltkamp and the motion passed 6-0.

4. DECLARATION OF CONFLICT

None of the Commissioners reported a conflict of interest or ex parte conflict.

D. Veltkamp reported that she spoke with N. Turner last week regarding being on the planning commission and how a meeting runs but not specifically about this project.

5. PUBLIC HEARING

A. PRD Amendment #19-01, RB Development / Heritage Park, 801 Aaron Drive

D. Veltkamp opened the public hearing. She explained that the proposal came before the PC earlier, but the City Council remanded the proposal back to the PC. Staff had proposed to the Council that there may be concessions the applicant would propose that would address the concerns that the PC had raised.

Gudde addressed the public and Planning Commission regarding the process of reviewing a PRD amendment. It needs to follow the PRD code, not necessarily the original development agreement. Noted that infill development and a variety of housing types, and senior housing are not just permitted by the City's Comprehensive Plan and code but are encouraged. Gudde stated that staff believed the project warranted approval.

Scott Goodall, Impact Design, representing the developer Hollander Investments. Scott submitted a written proposal outlining his presentation. The presentation detailed the background, compared the project to adjacent developments, and explained how the project meets the various code items (PRD purpose – LMC 19.29.010), (PRD minimum standards – LMC 19.29.060), and criteria for approval (LMC 19.29.110).

Questions from the Commissioners:

T. Faber – where might this garden be? Are there plans specifically for it? Goodall shows a location in the courtyard where this would be located.

D. Veltkamp – questions the number of allowed units remaining in this PRD. Looked back at the original PRD, it was divided into 5 distinct areas. They were specified for a particular number of units. Bender Plaza removed 40 units. The PRD code (LMC 19.29.120(c)) specifically states that the final development plan may not be amended to transfer units of density from one area to another. Therefore, there are only 2 units left in this PRD. How do we deal with that in light of this proposal?

D Veltkamp: Why is the stairway is proposed to be open? Scott Goodall responds that it is an architectural design feature. It could be covered.

D Veltkamp: How large is the elevator? How many wheelchairs can it fit?

Mark Hollander, 359 E Wiser Lake Road: Addresses the previous questions from the Commissioners: He believes in this project and thinks it addresses a need. Whatever happens tonight, he will continue to search for a way forward. The elevator is what would be required by code. The stairway design is intentional.

Speaking in Favor:

Jerry Blankers - one of the original RB Development owners. He explained the process of how the original application went forward. That it was intended as a development where residents could age in place. This one was amended and changed several times because it has developed over a long period of time. Thinks this is a great addition to the development.

Lynn VanderVelden – is in favor of the project, the location, geography, proximity to transit, parks. Thinks this is a good thing for the community and the neighborhood.

Speaking in Opposition

Ron Hendricks, neighbor: Architecture is imposing, too close to the street and the scale is large. Why don't they fit units within the existing courtyard? This project is about making money. Parking – there are already a lot of cars in that area, many parked on the street and in the Bender Fields parking lot. This will exacerbate the parking problem already there. The people speaking in opposition are seniors.

Linda Maarhuis: representing the Community Garden across the street. They are concerned with parking in that area. The people gardening there often park on the street. Aesthetically, the building is too big.

Kathy Knutson: Lives in the PRD and works at the CHCC. Parking is a problem already. Safety is a concern, there are many elderly folks in the area, and this is a busy intersection. The Park gets very busy during certain times of the year and so many people use Aaron Drive. Additional vehicles and traffic resulting from the project is a concern.

D. Veltkamp: Have you heard a need of a spouse or family members living there?
Kathy doesn't see that as a need.

Annette Postma, townhome across from Lynden Manor. Concern about safety of the kids getting on the bus in the area. She doesn't think the new building is adding to the aesthetics of the area.

Judy Gray, registered nurse and worked at the CHCC is a senior. She doesn't think a spouse would rent a unit next to the CHCC to be near there. Concerned about future car prowls.

Ellen Campbell, unit 103. Doesn't think it looks nice, it doesn't fit within the neighborhood. Wondering what an affordable unit would cost. Parking is an issue there.

Nancy Roak, neighbor. Agrees with what was stated by the others.

Karen Hendricks, neighbor. They should stay within the code limits. Not permitted reduced setbacks, etc. The City shouldn't make exceptions for this development.

Proponent has a chance to respond to the concerns.

Mark Hollander. What is the need? This is a slam dunk location for senior housing. One concern stated was the return on investment. Of course, he is not interested taking a loss on this project. He is willing to take this risk, though, in providing this product to the community. Street parking - that is a community issue. If the public doesn't want parking on Aaron Drive or overnight in Bender Fields that needs to be addressed with the City and is not relevant to this proposal. The project meets and exceeds parking code. The Community Garden concern is not relevant to the project at hand as it is a use that Sonlight Church has chosen to implement but necessarily the highest and best use for that area. He understands that this project impacts the existing tenants. That is a market risk that he is willing to take and will work to mitigate the impact to the existing tenants. The density is reasonable for a multifamily project.

B. Scott – what is affordable? Can the applicant define it? It is frequently being stated as a reason to approve this project.

Mark Hollander – it is relative. This project is not proposing subsidizing rent. He, as a developer is not getting subsidies for the construction of this project. The market ultimately determines the cost. The way they are doing this is by size of units and building efficiency. He also believes it is a question of supply. There is a housing shortage and projects like this help alleviate that demand. He believes these units will be 20-30% cheaper than a comparable unit in Bellingham. It is expensive to build this type of building. Again, this is a risk that he is willing to take.

D. Veltkamp – height is 40 ft with an extension. The building will block sunlight, block views for the existing tenants.

Mark Hollander states he understands that it will impact existing tenants, specifically 4 units, but as the landlord it is up to him to deal with those individual impacts. Also, while it will impact 4 existing tenants, the project adds 41 new units that are south facing, have a great view and will be in a new building. It is a net benefit.

T. Faber – Asked for clarification on setbacks shown on the plan.

S. Goodall clarifies those and responds broadly to earlier stated concerns. The project is proposing to increase safety in this area with a new crosswalk on Aaron Drive.

Ron Hendricks, neighbor who previously spoke in opposition: Requests and is given the opportunity to respond to Mark Hollander's rebuttal of the statements of opposition.

D. Veltkamp – Ask the applicant if he has done any studies to see that seniors actually want this type of product?

Mark Hollander says that this is a product that he believes is needed and that it is up to him as the property owner to take that risk.

Templeton motioned to close the public hearing. Seconded by G. Veltkamp and the motion passed 6-0.

Planning Commission Discussion:

With the public hearing closed, discussion moved to the Planning Commission, to consider the criteria as specified. The commission discussed the architecture of the building, the policies and statements of the City's Comprehensive Plan, the location of the proposal, the visual impact to the neighborhood, and the direct impact to the current tenants. In general, they thought that this was a better proposal than what came to them in December, but still have concerns about the project. The criteria of modifying the minimum design standards of a PRD and the criteria for approval were discussed by all of the Commissioners. **Much of this discussion was difficult to portray via written notes. An audio recording of this meeting is available on the City website.**

The Commission discussed the considerations of departing from the minimum standards (LMC 19.29.060 (J)). Some felt that the building met condition (1) in that it created more appealing architecture than the current condition but not all agreed. Most Commissioners asserted that it did not preserve critical areas because there are no critical areas on the proposed site. The majority of the of the commission found that the request satisfies at least 2 of these considerations (as are listed below):

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

(4) The modification of a building height (subject to 19.29.0606(2)) or building setbacks where reasonable necessary due to arrangement of buildings and open spaces are they relate to various uses within or adjacent to the planned development; provided that any such modification shall be consistent with subsection (a) herein;

Additionally, the Commission discussed the criteria for amending a PRD (LMC 19.29.110). Again, the Commission discussed these elements and a majority agreed that it meets 2 of the 7 criteria in this section.

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

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

Furthermore, the Commission had significant concerns about whether this proposal is even permitted because of the prohibition in code of transferring density unit from one area of a PRD to another per LMC 19.29.120.

M. Martin proposed that the City should seek legal advice on this point and, due to extended process that has already occurred, that the Commission should consider and make a decision on the project knowing that legal clarification can come before it goes to Council. Any decision would assume the transfer was permitted. A transfer that is not permitted, would, of course, significantly alter the proposal by not allowing the proposed number of units.

Prior to making a motion, the Commissioners stated how they anticipated they would be voting regarding this proposal.

Faber motioned to recommend approval of PRD Amendment #19-01, RB Development / Heritage Park, as revised and presented according to the staff memo to Council dated December 2, 2019, and relevant findings, conditions and recommendations of the Technical Review Committee Report dated September 17, 2019, and further subject to the following condition:

- **The question regarding permitting the transfer of density units within a PRD area must be reviewed by City Legal Counsel. LMC 19.29.120 ©.**

Seconded by Korthuis, and the motion carries 4-2.

The Commission noted the following Findings of Fact to support their decision:

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

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

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

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

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

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

6. COMMISSIONERS CORNER

The next Planning Commission is scheduled for March 12, 2020.

7. ADJOURNMENT

Motion to adjourn by Korthuis / Second by Templeton. Meeting adjourned at 10:35 pm.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 16, 2020	
Name of Agenda Item:	Reinstate Parks Maintenance Supervisor Position	
Section of Agenda:	New Business	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
Summary Statement:		
<p>When the Parks Maintenance Supervisor retired in 2006, for a variety of reasons the position was eliminated and replaced with a Full time Maintenance II position.</p> <p>Since that time, the City has added Patterson Park, Scenic Estates park, Lynden Jim Park, and the Benson, Dickinson, and Glenning properties and the department has taken over landscaping duties at the Library, Annex, City hall, Fire station, Police department , and added various sections of trails.</p> <p>In 2006, the department had 6 full time and 6 part time employees, in 2019 the department had 6 full time employees and 5 part time employees.</p> <p>The budget for 2020 asked for 6 full time employees and 6 part time employees to help with the additional work required to maintain the added responsibilities.</p> <p>Our staff is stretched far beyond the capabilities of providing the excellent service we wish to provide. Therefore, we are requesting to reinstate the Maintenance Supervisor position this season to help with the additional scheduling of tasks, to oversee the work being done, and act as the lead person in supervising the parks staff and setting direction and policy for the department staff.</p> <p>Cost to implement this addition to the payroll would be offset somewhat by reducing the requested 6 seasonal positions down to 4, and would require an additional \$30-35,000 to make this position possible.</p> <p>Parks Committee has reviewed this request and is in agreement with the recommendation and asked to forward the request to full council for approval.</p>		
Recommended Action:		
Motion to reinstate the Parks Maintenance Supervisor position and add additional funding to the budget to pay the costs related to the addition.		

CITY OF LYNDEN

JOB DESCRIPTION



TITLE: Park Maintenance Supervisor

DEPARTMENT: Parks Department

FLSA: Exempt – Salaried

UNION: Non-Represented

REPORTS TO: Parks Director

SUPERVISES: Park Maintenance Workers (Full-time and Seasonal)

GENERAL PURPOSE:

Under general direction of the Parks Director, supervises and coordinates the overall activities in the maintenance of the City of Lynden's Park Department. Position will ensure efficient maintenance operations in the Structures and Facilities program area for diverse city park system which includes neighborhood parks, community parks, open space, trails and greenways, and civic greenspace. This is a working supervisory position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Supervision of Staff and Activities

- Plans, schedules, and directs day-to-day activities for assigned personnel.
- Supervises, trains, and evaluates the performance of assigned personnel.
- Monitors and ensures assigned staff compliance with City/departmental policies, procedures and regulatory requirements.
- Prepares, updates, and maintains assigned staff schedules, assigning work duties, review and approval of timecards, and monitoring the quality and progress of work performed by employees.
- Provides both technical and safety guidance to assigned staff, ensuring compliance with training requirements, safety standards and regulations.
- Promotes and supports teamwork within the team and with other departments

Budget and Administrative Duties

- Prepares, administers, and monitors Park Department maintenance budgets and reviews and monitors monthly budget reports
- Assists the Park Director in preparation of annual budget.
- Maintains various records relating to equipment, supplies, and maintenance schedule reports.
- Participates in the development, implementation, administration, and review of Parks system policies and procedures.
- Procures materials and supplies needed for program operation following established guidelines for purchasing.
- Coordinate small to medium maintenance and capital improvement projects. May work with professional consultants and City specialists to coordinate design, requests for proposal, and contractor selection.
- Assist in preparation of contracts and ensures implementation of project goals and budgetary requirements, monitors contractor performance during construction and at completion of project for adherence to expectations.

Operational and Maintenance Work

- Manages the Structures and Facilities program areas. Establishes goals and objectives supporting the evaluation and maintenance and repair of park structures and facilities including restrooms, playgrounds, shelters, buildings and electrical, and water/sewer and mechanical systems.
- Develops, recommends and implements a comprehensive facility management plan. Ensures that all facilities and systems are maintained to a high standard.
- Oversees and participates in grounds maintenance tasks for the Parks, Library, City Hall, City Annex, Fire Station, and Police Station, including mowing, trimming, weeding etc. Coordinates with staff from other program areas to complete specialty work such as hazard tree removal, tree pruning, and storm damage cleanup.
- Develops program area goals and objectives, organizes and delegates day-to-day operations and special projects. Develops policies, procedures, and best practices for program area. Ensures work standards adhere to regulations, policies, and procedures.
- Oversees implementation and use of computerized maintenance management system for program area. Manages utilization of maintenance system to track work requests, maintenance records on structures, systems, and facilities, cost effectiveness of servicing, and life cycle costs of facilities, equipment, and mechanical systems.
- Serves as security manager for parks lock system, which includes the development and implementation of all keyed entry, and alarmed systems within Lynden Parks and Recreation.
- Investigates and responds to all public requests, issues and complaints in a courteous prompt manner. Prepares correspondence and conducts research as needed.
- Performs required labor involved in various construction and maintenance projects, working in compliance with City standard operating procedures

OTHER DUTIES

- Represents the City and/or the Parks Department to outside agencies and the general public as needed.
- Attends and participates in a variety of meetings pertaining to Parks Department matters and issues as needed.
- Serves on various City employee or other committees as assigned.
- Performs other related duties as needed and assigned.

MINIMUM QUALIFICATIONS

Education and Experience

- Bachelor's degree in Parks and Recreation or related field or equivalent experience; **AND**
- Minimum four (4) years of experience in the Parks and Recreation maintenance field with at least one year of experience in supervision and project management, including developing and managing project budgets; **OR**
- Equivalent combinations of education and experience that provide the incumbent with the necessary qualifications may be considered.

Knowledge, Skills, and Abilities

Knowledge of:

- Current working knowledge of applicable federal, State and local codes, laws, rules and regulations related to parks and recreation.

- Current working knowledge of all building trades; carpentry, construction, plumbing, and electrical.
- Working knowledge and operation of boom trucks, genie lifts, tractors, lawn mowers, weed eaters, chainsaws, mowers, power tools, etc....
- Knowledge of field/ turf/lawn maintenance, soil restoration, fertilizer application
- Fiscal and records management and ability to develop, prepare and implement program budgets.
- Safety hazards, precautions and procedures related to assigned program area

Skills & Ability to:

- Communicate effectively in writing and verbally.
- Ability to train, supervise, and evaluate maintenance crew.
- Ability to establish and maintain effective working relationships with other employees, other departments and the public.
- Ability to calmly communicate with upset and/or angry citizens, to explain city policies and problem resolution.
- Ability to work under pressure and switch priorities as needed.
- Ability to organize and oversee a high volume of work activities.
- Represent the City in a positive and professional manner.
- Support and promote the City's mission, vision, and core values in all aspects of job performance.

Special Requirements

- Valid Washington State Driver's License and a good driving record (Candidates must submit a three-year driving abstract at the time of hire)
- Possess or obtain within one year of hire date a Class B Commercial Driver's License and maintain same throughout tenure.
- Employment contingent upon passing a background check including a criminal conviction, Child and Adult Abuse records check, pre-employment drug screen and local background check.
- Must secure and maintain a valid First Aid and CPR certification within 6 months of hire.
- Possess a Pesticide Spraying License obtain within 6 months of hire.
- Must secure and maintain Certified Playground Safety Inspector (CPSI) Certification within 6 months of hire.
- Possess (or obtain within six months of hire date) CPR and First Aid certifications and maintain them throughout tenure.
- Must be able to work a non-standard work schedule as needed, including evenings, weekends, and holidays.
-

TOOLS AND EQUIPMENT USED

Persons in this classification are required to routinely operate the following equipment: pickup trucks; lawn and landscaping equipment, including tractors, mowers, airifier, chain saw, edgers, weed trimmers, electric motors, pumps, sprinklers, irrigation systems; miscellaneous hand and power tools for turf maintenance, carpentry, painting, plumbing, electrical, and cement finishing work; janitorial equipment including floor buffers, steam cleaner, carpet cleaners, washers, vacuums, mops, brooms, and dusting equipment

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

While performing the duties of this job, the employee regularly works in outdoor weather conditions and near moving mechanical parts. The employee frequently works in high, precarious places and is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, and vibration. The employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually loud.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. While performing the duties of this job, the employee is frequently required to reach, bend, kneel, turn, twist, and to use hands to finger, handle, or feel objects, tools or controls.

While performing the duties of this job, the employee is regularly required to use hands and fingers to handle, feel or operate objects, tools, or controls, and reach with hands and arms. The employee is frequently required to stand, talk, hear, walk, climb, balance, stoop, kneel, crouch, crawl, detect odors; and must frequently lift and/or move up to 60 pounds and occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as general illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

JOB DESCRIPTION APPROVALS	
Approved By: _____ <div style="text-align: center; margin-top: 5px;">Human Resources</div>	Date: _____
_____ <div style="text-align: center; margin-top: 5px;">Department Head</div>	Date: _____
_____ <div style="text-align: center; margin-top: 5px;">City Administrator</div>	Date: _____

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 16, 2020	
Name of Agenda Item:	Interim Countywide Planning Policy Interlocal Agreement	
Section of Agenda:	New Business	
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 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:		
M. Aamot memo to County Council, Proposed Interim County-Wide Planning Policy, Points of review by B. Carmichael		
Summary Statement:		
<p>The attached memo dated February 4, 2020 to the Whatcom County Council from the County's Planning and Development Services Department describes the statutory background for establishing Countywide Planning Policies. It also details the work of the City/County Planner group work to establish interim procedures to amend the Countywide Planning Policies (CWPPs). The resulting interlocal agreement is attached.</p> <p>The Whatcom County Council's Special Committee of the Whole approved the interlocal agreement on February 11, 2020 and requests that the Agreement be reviewed and ultimately approved by all the cities prior to the end of March.</p> <p>The City's legal counsel has reviewed the document and found that, although specific sections could benefit from clarification, the agreement could be signed so as not to delay the process (see attached summary).</p> <p>It's worth noting that the procedures for amending planning policies implemented here are considered interim but needed in order to comply with the State mandated Buildable Lands Program. Ultimately, using these procedures, policies regarding amendments would be permanently established by the County.</p>		
Recommended Action:		
Motion to approve the interlocal agreement concerning interim procedures for amending countywide planning policies and to approve the Mayor's signature on the agreement.		



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

Planning Department Memorandum

To: City Council
From: Heidi Gudde, Planning Director
Meeting Date: March 16, 2020
Re: Legal Review of the CWPP Interlocal Agreement

From Bob Carmichael:

The below comments, if addressed, would improve the agreement. However, I am not insisting on changes, as understand that this has been through a process and do not want to hold things up.

1. Section 3.c and 3.d. Recommendation. Section 3.c says the Planner Group's recommendations will be issued within 180 days of receiving the proposed amendments, but no deadline is established for submitting proposed amendments. Arguably this is indirectly addressed in Section 3.d, which says if the Planner Group does not make recommendation in the 180-day period, the amendments will not be processed further unless the County Executive and majority of City mayors agree to proceed with proposed amendments. But it would be better if a deadline were established for submitting proposals to the Planner Group to avoid confusion, and possibly last minute submittals that the Planner Group does not have sufficient time to evaluate.
2. Section 3.d. Recommendation. Consider adding one of alternatives in underlined language to last sentence of Section 3.d as follows: "The 180-day time period may be extended by 90 days by majority vote of the eight jurisdictions so long as such vote takes place [before expiration of the 180-day time period] or [not later than 60 days following expiration of 180-day time period]." Presently, there is no time limit whatsoever, after the 180-day limit has expired, on a dead or rejected policy being resurrected by County Executive or majority of City mayors.
3. Section 6. Whatcom County Council Review. Can the County Council committee of the whole change proposed amendments before voting whether or not to send the final draft amendments for the cities for review and approval? It does not say.
4. General Comment. The statute governing interlocal agreements requires a provision addressing financing, but there is no such provision in this ILA. This could be remedied by adding a section that says something along the following lines: "All parties shall bear their own costs of participation and obligations under the terms of this Agreement."

WHATCOM COUNTY

Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius
Director

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Memorandum

February 4, 2020

TO: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Interim Interlocal Agreement Relating to Countywide Planning Policies

The Growth Management Act required the County to adopt countywide planning policies in cooperation with the cities (RCW 36.70A.040(4) and RCW 36.70A.210). Countywide planning policies establish a framework for developing city and county comprehensive plans and ensuring these plans are consistent. The County Council originally adopted countywide planning policies in 1993 and amended these policies in 1997 and 2005.

The Washington State Legislature approved Engrossed Second Substitute Senate Bill 5254 relating to the Growth Management Act's "Review and Evaluation" (buildable lands) program requirements in 2017. This legislation imposes new requirements that Whatcom County must address, in close coordination with the cities, over the next several years. One of these requirements is to amend the countywide planning policies to establish the buildable lands program.

As the City/County Planner Group discussed the requirement to amend the countywide planning policies, we came to the conclusion that we needed to establish an interim procedure for making amendments. We established a subcommittee that reviewed other jurisdictions' procedures for countywide planning policy amendments, drafted a proposed interlocal agreement, and brought it back to the City/County Planner Group for consideration.

The County Council's Special Committee of the Whole (SCOTW) met on September 10, 2019 and January 28, 2020 to discuss the draft interlocal agreement, and expressed two general concerns:

1. Authority to Initiate Amendments – The SCOTW was concerned about initiation of proposed countywide planning policy amendments by a non-elected official (City Manager). On January 28, 2020, the SCOTW approved a motion (6-1 vote) to remove "Any City Manager" from the *Authority to Initiate Amendment* section (which is reflected in the draft Interlocal). SCOTW indicated that a city manager could take a proposed countywide planning policy amendment through their city council to initiate the amendment.

Staff Comment: A city manager could be authorized to initiate countywide planning policy amendments, but this would only start the review process. The County Council and city councils would ultimately have to approve the proposed amendments before they become effective. Additionally, the Blaine City Manager wrote a letter dated October 29, 2019 (attached) indicating that, under the city's form of government, the City Manager is Blaine's chief executive officer. Blaine plans to send a representative to the February 11 SCOTW meeting to further discuss this issue.

2. City Approval – The SCOTW was concerned about essentially ceding authority to enact countywide planning policies to the cities, especially:
 - a. Bellingham's ability to stop proposed countywide planning policies without the support of any other city, and
 - b. Getting jurisdictions on board that represent a majority of the county-wide population, while still providing a say to the small cities.

Staff Comment: The City/County Planner Group met again to discuss this concern on January 31 and recommended several changes to the draft interlocal agreement. We would note that countywide planning policies apply to the County and all cities. Therefore, a collaborative process to amend these policies is favored.

The City/County Planner Group is now recommending one of two methods to ratify countywide planning policy amendments. In order to become effective, the amendments would have to be approved by:

- Method 1 - Jurisdictions (the County and cities) representing at least 85% of the total population of Whatcom County; **or**
- Method 2 - At least 75% of the jurisdictions, provided that Whatcom County must be one of the jurisdictions to approve the amendments (i.e., the County and at least 5 of the 7 existing cities).

Under method 1, the County, the City of Bellingham and one or more small cities (depending on population) would need to approve a countywide planning policy amendment. Disapproval by the County, the City of Bellingham, or a coalition of small cities would prevent the countywide planning policies from being ratified *under this method*. However, there is now a second method under which countywide planning policies could be ratified.

Under method 2, the County and at least 5 of the seven cities would need to approve a countywide planning policy amendment. Disapproval by the County or a coalition of three small cities would prevent the countywide planning policies from being ratified *under this method*. The chart below shows the different possible routes to ratification. Please keep in mind that

ratification is only required under method 1 or method 2 for the amendments to become effective. Additionally, Whatcom County is the only jurisdiction that must approve the countywide planning policies amendments in every scenario.

Approval by	Ratification under Method 1?	Ratification under Method 2?	Bellingham's Approval Required?	% of County Population Represented
County, Bellingham, Ferndale	Yes	No	Yes	88.51%
County, Bellingham, Lynden	Yes	No	Yes	88.58%
County, Bellingham, Blaine, and Everson, Nooksack, or Sumas	Yes	No	Yes	85.28%
County, Bellingham, and 4 small cities	Yes	Yes	Yes	87.23%
County and 5 small cities	No	Yes	No	53.58%

NOTE: The "% of County Population Represented" is the minimum percentage of the countywide population represented by the jurisdictions approving the amendments. For purposes of this chart, the County represents the unincorporated population, which is 42.16% of the countywide population. Bellingham has 40% of the countywide population.

The City/County Planner Group also recommended inserting a clause that the Interlocal Agreement would expire on June 30, 2024 (the deadline for updating comprehensive plans) if the countywide planning policies are not amended by this date to include procedures for adopting future countywide planning policy amendments.

County Planning and Development Services would like to discuss the proposed interlocal agreement with the County Council's Special Committee of the Whole on February 11 to ascertain whether or not the Council has any concerns with the revised proposal. The cities would then take the agreement through their respective approval processes (and obtain signatures of the appropriate city officials), before the agreement would come back to the County Council for a formal vote and signature by the County Executive.

Thank you for your review and consideration of the proposed interlocal agreement between Whatcom County and the cities. We look forward to discussing it with you.

INTERLOCAL AGREEMENT
 BETWEEN
 WHATCOM COUNTY AND THE CITIES OF BELLINGHAM,
 BLAINE, EVERSON, FERNDALE, LYNDEN, NOOKSACK, AND SUMAS
 CONCERNING INTERIM PROCEDURES FOR AMENDING THE
 COUNTYWIDE PLANNING POLICIES

This agreement is made by and between Whatcom County (herein after referred to as the “County”) and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas (herein after referred to as the “Cities”).

WHEREAS, the Growth Management Act (GMA) required the County to adopt countywide planning policies in cooperation with the Cities (RCW 36.70A.040(4) and RCW 36.70A.210); and

WHEREAS, the GMA states countywide planning policies are used “. . . solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to this chapter. This framework shall ensure that city and county comprehensive plans are consistent . . .” (RCW 36.70A.210(1)); and

WHEREAS, the County Council adopted the original countywide planning policies in April 1993 (Resolution 93-024); and

WHEREAS, the County Council amended the countywide planning policies in March 1997 (Resolution 97-011); and

WHEREAS, the County Council amended the countywide planning policies in January 2005 (Ordinance 2005-022); and

WHEREAS, cooperative relationships and coordination between the County and Cities are mutually beneficial; and

WHEREAS, the Cities and County desire to agree on an interim procedure for amending the countywide planning policies in this interlocal agreement; and

WHEREAS, the County and Cities anticipate that new sections will be inserted into the countywide planning policies establishing procedures for future amendments to the countywide planning policies and addressing the GMA-mandated Review and Evaluation (Buildable Lands) Program. Once the amendment procedures have been incorporated into the countywide planning policies, this interlocal agreement will no longer be needed;

NOW, THEREFORE, subject to the terms and conditions contained herein, the Cities and County agree as follows:

Section 1. Interim Procedures for Amending the Countywide Planning Policies

The Cities and the County agree to the following interim procedures for amending the countywide planning policies:

1. **Authority to Initiate Amendment** – Any of the following may initiate a proposed amendment to the Countywide Planning Policies by submitting a written proposal to the County Planning Director:
 - a. The Whatcom County Executive;
 - b. The Whatcom County Council;
 - c. Any City Council;
 - d. Any City Mayor.

2. **Required Information** - The proposed amendment shall include:
 - a. The language of the proposed amendment shown with underlining and strikethroughs.
 - b. An explanation of the need for the proposed amendment. This may include, as appropriate, the factors, changed conditions, data, analysis, and/or experience with existing countywide planning policies that show a need for the proposed amendment.

3. **Recommendation** - The County Planning Director shall refer proposed amendments to the City/County Planner Group, which shall be comprised of the planning directors or designees from the County and each of the seven Cities. The City/County Planner Group will review and issue recommendations on the proposed amendments as follows:
 - a. The City/County Planner Group will strive to reach consensus but if consensus cannot be reached, recommendations will be by majority vote of the eight jurisdictions (the County and seven cities).
 - b. Any jurisdiction's representative that cannot attend the meeting may vote by e-mail sent to the County Planning Director.

- c. The City/County Planner Group’s recommendations will be issued within 180 days of receiving the proposed amendments. The process of forming recommendations will allow time, within this 180-day period, for individual jurisdictions to consult with their respective planning commissions and/or elected officials, at the discretion of each jurisdiction.
 - d. If a majority of the City/County Planner Group votes against the proposed amendments or if the City/County Planner Group does not make a recommendation within the 180-day time period, the amendments will not be processed further unless the County Executive and a majority of the city mayors agree to proceed with the proposed amendments. The 180-day time period may be extended by 90 days by majority vote of the eight jurisdictions.
4. **SEPA** – Whatcom County will conduct SEPA review, if required, on the recommended Countywide Planning Policy amendments.
 5. **Whatcom County Planning Commission Review** – The Whatcom County Planning Commission will hold a public hearing and issue recommendations on the proposed countywide planning policy amendments. City planners will be invited to the hearing.
 6. **Whatcom County Council Review** – The County Council will invite County and City planners to a committee of the whole meeting to discuss the proposed countywide planning policy amendments. The County Council’s committee of the whole will take a vote whether or not to send final draft countywide planning policy amendments to the cities for review and approval.
 7. **City Approval Process** – The respective city legislative authorities must act upon final draft countywide planning policy amendments within 90 days of the County Council vote to send the amendments to the cities for review and approval.

City approval means a vote by the legislative authority to approve or disapprove the countywide planning policy amendments (up or down vote). Final draft countywide planning policy amendments may not be modified during the city approval process.

If a city does not notify the County Planning Director of the action taken within the 90-day period, that city shall be deemed to have approved the amendments.

- 8. **Whatcom County Council Adoption** – Following approval of the countywide planning policy amendments by the cities under subsection 7 above, the County Council may, after conducting a public hearing, adopt the countywide planning policy amendments. Final draft countywide planning policy amendments may not be modified during the County Council adoption process.
- 9. **Ratified Amendments** - In order to become effective, countywide planning policy amendments must be approved (pursuant to subsection 7 and 8 above) by:
 - a. Jurisdictions (the County and cities) representing at least 85% of the total population of Whatcom County; or
 - b. At least 75% of the jurisdictions, provided that Whatcom County must be one of the jurisdictions to approve the amendments (i.e., the County and at least 5 of the 7 existing cities).
- 10. **Notification of Ratified Amendments** - The County Planning Director shall notify the Cities and the Governor’s office in writing within fourteen (14) days of County Council adoption of the countywide planning policies, as set forth in subsection 8 above.

Section 2. Effective Date, Duration and Termination

This interlocal agreement shall be effective upon signature by the Mayor and/or City Manager of each of the seven Cities and the Whatcom County Executive.

This interlocal agreement shall remain in effect until June 30, 2024 or the countywide planning policies are amended to include procedures to review and adopt future countywide planning policy amendments, whichever comes first.

- a. If the countywide planning policies are amended to include procedures to review and adopt future countywide planning policy amendments before June 30, 2024, this interlocal agreement shall automatically terminate upon adoption of said amendments by the County Council.
- b. If the countywide planning policies are not amended to include procedures to review and adopt future countywide planning policy amendments by June 30, 2024, this interlocal agreement shall automatically terminate on June 30, 2024.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 16, 2020	
Name of Agenda Item:	Public Safety Draft Minutes- February 12, 2020	
Section of Agenda:	Other Business	
Department:	Police	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	Public Safety Draft Minutes- February 12, 2020	
Summary Statement:	Public Safety Draft Minutes- February 12, 2020 attached for review.	
Recommended Action:	For Council review.	



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

PUBLIC SAFETY COMMITTEE MEETING MINUTES

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

COMMITTEE

1. ROLL CALL:

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

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

2. ACTION ITEMS: None

3. INFORMATION ITEMS:

A. Lynden WATCH update

Councilor Wohlrab gave a brief update on the Lynden WATCH program, noting some safety weather related posts were added to the page.

4. ITEMS ADDED:

A. Gary Vis provided the Chamber of Commerce 2020 Event schedule. The Committee recommended Council approval at the Feb. 18, 2020 meeting.

B. City Administrator Mike Martin spoke of an initiative to streamline the council committee packet process, similar to MuniCode. Also encouraged was the option of using tablets instead of paper.

C. The Public Safety 2020 meeting schedule was distributed and Holly Vega will add the dates to the City calendars.

FIRE DEPARTMENT

1. ACTION ITEMS: None

2. INFORMATION ITEMS:

A. Interim Fire Chief Jason Van der Veen NWFRS to give an update for District-21.

Interim Fire Chief Jason Van der Veen was not present.

B. Monthly report

Chief Billmire reviewed the monthly report for January with the average response time under 4:00 minutes. Volunteer hours helped to fill in for the vacant firefighter position.

C. Recruitment Update

There were 39 applicants through National Testing Network, which have been narrowed down to 20. Oral boards are scheduled for this week, then 6 candidates will move forward to Chief's interviews.

D. Station Update

The request for proposals has been advertised, closing within 30 days. Review will begin in March to narrow it down to 3-4 to bring in for rating.

E. AC Hatley training/FM report

Assistant Chief Hatley noted long term plans for training are in place, and underway. He has also been working with Chief Baar on Fire Marshal details.

3. ITEMS ADDED:

- A. Chief Billmire discussed an incident in which 3 firefighters were exposed to a patient's blood. Exposure protocols were followed, and the incident is being reviewed for any adjustments that can be made to the protocols.

POLICE DEPARTMENT**1. ACTION ITEMS:** None**2. INFORMATION ITEMS:****A. Whatcom Co. Jail Use Agreement Amendment adding Kittitas Co. Jail**

The proposed amendment adds Kittitas Co. Jail and removes Yakima Co. Jail facility. It has been reviewed by the City attorney and recommended for Council approval at the Feb 18, 2020 meeting.

B. Monthly report

Chief Taylor overviewed the monthly report for January. The bulk of overtime hours was for shift coverage, which should see some relief with the 2 new officers coming onboard.

Three subjects are in custody following the recent shooting at the City park; more charges may be forthcoming as the investigation continues.

Meeting adjourned 4:40p.m

Next Meeting Date: March 12, 2020

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 16, 2020	
Name of Agenda Item:	Public Works Committee Meeting Minutes March 4, 2020	
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:	March 4, 2020 Draft Public Works Committee Meeting Minutes	
Summary Statement:	Draft minutes for the March 4, 2020 Public Works Committee meeting.	
Recommended Action:	For Review	



PUBLIC WORKS COMMITTEE MINUTES

4:15 PM March 4, 2020
City Hall 2nd Floor Large Conference Room

1. ROLL CALL

Members Present: Mayor Scott Korthuis; Councilors Gary Bode, Ron De Valois and Jerry Kuiken

Members Absent: None

Staff Present: City Administrator Mike Martin; Public Works Director Steve Banham; Programs Manager Mark Sandal; Administrative Office Manager Heather Sytsma; and Sr. Admin. Assistant Miriam Kentner

Public Present: Gary Vis

2. ACTION ITEMS

A. **Approve Minutes from February 13, 2020**

Bode motioned to approve the minutes, and De Valois seconded the motion.

Action

The minutes from February 13, 2020 were approved.

B. **Amend Truck Routes in Lynden**

Banham presented the current truck routes Ordinance 10.16.040 and reviewed possible amendments based on comments received. The Committee discussed how designating specific truck routes is intended to minimize truck use on roads that are not be designed for heavy truck use (i.e. insufficient road base or turning radius needed for trucks). The Committee was generally satisfied with the current limited route placement. Banham suggested reviewing and possibly adding additional signage to increase visibility of the truck routes and suggested including this signage in the wayfinding.

The Committee agreed that they would like to revisit adding Front Street (west of the Guide Meridian) to the truck routes once it is complete.

Action

The Public Works Committee concurred to not adopt any changes to the current ordinance at this time and was in support of using the wayfinding signage to increase public awareness of the established truck routes.

C. Vactor Waste Renewal Option with City of Bellingham- Authorization to Award Through 2021

Banham presented the annual renewal memorandum with the City of Bellingham for the use of the Vactor Waste Facility. This Interlocal Agreement would commence January 1, 2020 and terminate on December 31, 2020.

Action

The Public Works Committee concurred to recommend approval of the City of Bellingham Interlocal Agreement (#2016-0221) effective January 1, 2020, for vactor waste facility use, to the City Council. They also agreed to include with this year's approval a provision that allows the mayor to renew the agreement next year (2021) if there is no change to the rates or other substantial changes to the terms.

3. INFORMATION ITEMS

A. Introduce Six Year Transportation Improvement Plan (2021-2026)

Banham introduced the Six Year Transportation Improvement Plan (STIP) (2021-2026). The Committee discussed the individual projects with Banham, noting the possible addition of Foxtail Street, South Park Street, and Dickinson Park to the STIP. De Valois and the mayor asked about including a partial reimbursement agreement from the properties abutting the Foxtail Street improvements. Martin stated these would need to be in place before the project is awarded. The Committee also discussed what part of the construction should be reimbursable and specifically identified utility extensions to serve future abutting lots. Sandal explained that he will review the subdivision plat requirements for Foxtail Street and will bring information to a future Public Works Committee meeting for review.

This STIP plan will come back to the committee in April recommending that it be forwarded to City Council to set a Public Hearing in May.

B. Flood Damage January 31 – February 3, 2020 And WWTP Outfall Mitigation Plantings

Banham stated that Public works staff has prepared a preliminary damage assessment which has been submitted to Whatcom County Emergency Management reflecting the damage from the Flood Event. The costliest damage occurred to the mitigation plantings required as part of the newly completed Wastewater Treatment Plant outfall. Most of the plantings washed away in the flood. Total cost of replacement, including construction management, is estimated at over \$100,000. The new outfall itself did well and sustained no damage.

C. Downtown Business Association “Hanging Basket Trees”

Banham stated that the Downtown Business Association (DBA) is considering acquiring “Hanging Basket Trees” to be placed downtown at various locations, out of the pedestrian walkways. The Committee discussed cost and location of the basket trees. Banham noted that Van Wingerden Greenhouse has offered to donate the fabricated frames that would hold up the flower baskets to look like trees. They will be watered using a timer and should require limited labor by Public Works – removing and existing tree and preparing the ground to support the new structures. The Public Works Committee concurred to support the addition of these to the “Hanging Basket Trees”.

D. Projects:**1. Industrial Condensate- Riverview to Outfall**

Sandal explained the SEPA application was submitted to City Planning for review as the County has allowed Lynden to act as the lead. Sandal explained the project is progressing slowly due to the required and extensive County permitting process.

2. Industrial Condensate - Darigold Stormwater to Fishtrap Creek

Sandal stated that the project currently being constructed by Faber Construction is near completion and project completion is expected to happen in March.

3. 7th Street Revitalization

Sandal explained that this project was delayed due to weather and has a scheduled restart date of March 16.

4. 17th Street Design

Banham presented an updated map of the 17th Street Extension project which show the addition of a pedestrian sidewalk on the west side, the new water main which connects at the south end near Fishtrap Creek, and street crossing that lines up with a the future trail extension into Dickenson Park. Sandal has worked with Planning to submit the Critical Areas permits associated with the project. The potential start date is scheduled for this summer. The map will be added to the City's website for the neighborhood and other member of the public to view.

5. Judson Street Low Impact Development

Sandal stated that the project scope and budget were received today from Reichhardt and Ebe Engineering. Sandal noted that this project is DOE grant-funded, but that the utility improvements will be done using matching sewer utility funding. Staff is planning to submit a construction grant for construction of some portion of the design in late 2020 for construction likely not beginning until 2022.

6. Lynden Fire Station Remodel – RFQ's received today

Banham stated that two submittals were received today. Staff will review the submittals in more detail with Fire Department staff to select the design firm for the full bid package. The goal is to have good construction estimates to use for budgeting for construction in 2021.

7. Pepin Creek Project – Pepin Lite Update

Banham stated that the Community Development Committee meeting on March 26th will discuss the estimated cost range of proposed Pepin Lite project. The Public Works Committee is invited to attend.

8. Trail – 17th Street to Dickinson Park

Sandal stated that Reichardt & Ebe completed a preliminary survey of the Dickinson Park site. As a result of the survey notice, the Creekview Crest condominium association's attorney has contacted the City regarding use of the proposed trail easement asserting that the easement has expired. This is being reviewed by the City Attorney.

9. Managed Aquifer Recharge (MAR) Project information

Banham stated that Public Works is preparing an application for Department of Ecology Streamflow Restoration Act funding for a Managed Aquifer Recharge

project. The application is due at the end of March. Banham and Sandal reviewed the concept of the project which will take high flows out of the river during the winter and infiltrate them into a groundwater aquifer that returns water into the river during the summer low flow periods. This water would be used as mitigation for a new water right for the City. Staff and consultant hydrogeological consultants have met with a number of stakeholders including local tribes who appear to support the proposal, many providing letters of support for the City receiving the grant.

10. Old Water Treatment Plant Site- DBA Parking

Sandal stated that the Downtown Business Association (DBA) has asked about the potential for parking on the old water treatment plant site. The Committee discussed the possibility of using the area for more parking.

11. Berthusen Park Restroom

Banham stated the building permit for the Berthusen Park Restroom structure has been submitted to Whatcom County. The City has made arrangements to have the bridge load rated. Sandal noted that the City is seeking a shorelines variance because the existing restroom is closer to the shoreline than currently allowed for new construction. The Park would like to use the same site with its current approved septic drain field. This variance is causing a delay in the permitting process. Once the permit is received, the new restroom will be ordered, and construction will continue.

12. West Front Street

Banham will be meeting with the Port of Bellingham to discuss the funding application for Whatcom County's Economic Development Investment Program (EDI) program. Staff intends to present to County Council again in March. Banham stated some changes have been made to the application, including a slightly reduced funding requested. Staff has also received letters of support from local businesses.

13. Line Road Pedestrian Improvements

Sandal stated construction is on hold due to weather.

4. ITEMS ADDED:

A. Leak Adjustment Request - 924 East Grover Street

Banham presented a request for a leak adjustment at 924 East Grover Street. He noted that this is a somewhat unique request as the resident was moved to a care facility and has since passed away. Her account was set up for autopay and although no one was living in the house funds continued to be withdrawn from the account while the service line continued to leak. Upon investigation by the family following her death, a leak adjustment request was submitted. The Committee concurred to support the request for the 7- month, under \$500, refund.

B. Riverview Road Property Development – Blake Starkenburg

Bode stated that Blake Starkenburg has inquired about correctly identifying the flood line boundary on his property. Banham stated that Starkenburg should talk with Jerry Blankers or his engineers, as they were just involved in the LOMR (Letter of Map Revision) process with FEMA. Sandal stated he would contact Blake Starkenburg to discuss this.

The meeting was adjourned at 5:45 p.m.

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	March 16, 2020	
Name of Agenda Item:	Calendar	
Section of Agenda:	Other Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: N/A
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	Outlook Calendar	
Summary Statement:	See next page.	
Recommended Action:	None	

March 16, 2020

Monday

206

3:00 PM - 4:00 PM

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

4:00 PM - 5:00 PM

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

7:00 PM - 9:00 PM

Council Meetings -- Annex Council Chamber

March 17, 2020

Tuesday

9:00 AM - 11:00 AM

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

March 18, 2020

Wednesday

10:00 AM - 11:00 AM

EVALUATION-Nic -- Mike's Office
Good Morning:

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

7:00 PM - 8:30 PM

Berthusen Advisory -- Annex South East Conference Room
Berthusen Advisory Meeting Wednesday March 18, 2020, 7pm at the City Annex Building

7:00 PM - 8:30 PM

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

March 19, 2020

Thursday

12:00 AM - 12:00 AM

Fire Department Training -- City Annex Council Chambers

March 19, 2020 Continued

207

Thursday

9:00 AM - 11:00 AM **Technical Review Committee Meeting -- City Hall 2nd Floor Large Conference Room**

9:00 AM - 10:00 AM **Mike/Chief Taylor 1/1 -- Mike's Office**

March 20, 2020

Friday

12:00 AM - 12:00 AM **Fire Department Training -- City Annex Council Chambers
Please See Above**

8:30 AM - 9:30 AM **Check In-Mike/Anthony -- Mike's Office**

March 23, 2020

Monday

9:00 AM - 10:00 AM **Mike/Vern 1/1 -- Mike's Office**

1:30 PM - 2:30 PM **Denise's Evaluation -- Mike's Office**

7:00 PM - 9:00 PM **Joint Council/Parks & Rec District/School District -- Annex Council Chamber
Good Afternoon everyone.**

The joint Council, School District and Parks & Rec. District meeting is scheduled for March 23rd at 7:00 p.m. at the Annex Building.

Please send any suggested agenda items directly to Mike Martin.

He can be reached at 360-255-7109 (direct line) or you can email him at martinm@lyndenwa.org

Thank you and please don't hesitate to reach out if I can assist you further.

Monday

Pamela (Pam) D. Brown, MMC, CPRO | City Clerk

City of Lynden

300 4th Street, Lynden, WA 98264

Direct: (360) 255-7085 | Email: brownpa@lyndenwa.org

Our Vision: Cultivating Exceptional Service for Our Extraordinary Community

We Value: Communication – Teamwork – Community – Excellence – Integrity

March 24, 2020

Tuesday

8:30 AM - 9:30 AM

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

March 25, 2020

Wednesday

9:00 AM - 10:00 AM

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

2:00 PM - 3:30 PM

Wellness/LEAF Committee Meeting -- City Hall 1st Floor Large Conference Room
Christina and Miriam will be attending the AWC Health Summit in Lynnwood on the regularly scheduled Wednesday. So we are pushing the meeting back a week.

March 26, 2020

Thursday

9:00 AM - 10:00 AM

EVALUATION-STEVE T. -- Mike's Office
Good Morning:

Mike would like to conduct your annual evaluation on this date in place of the usually scheduled 1 on 1 meeting.

March 26, 2020 Continued

209

Thursday

Please Pam know if this doesn't work for your schedule.
Thanks.

4:00 PM - 5:30 PM

Rescheduled March CDC (Pepin) -- City Hall 1st Floor Large Conference Room

Rescheduled meeting date has been confirmed – all CDC members and the mayor are able to attend. Thanks! - Heidi

7:30 PM - 9:30 PM

Planning Commission Meeting -- Annex Council Chamber**March 27, 2020**

Friday

10:00 AM - 11:00 AM

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

11:00 AM - 12:00 PM

Check0In Heidi/Mike -- Mike's Office**March 31, 2020**

Tuesday

8:30 AM - 10:30 AM

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

This LT meeting will be used for conversation with Dennis D. concerning the April Retreat.

April 1, 2020

Wednesday

All Day

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

4:00 PM - 5:00 PM

Public Safety Committee Meeting -- Police Training Room**April 2, 2020**

Thursday

9:00 AM - 11:00 AM

Technical Review Committee Meeting -- City Hall 2nd Floor Large Conference Room

April 3, 2020

Friday

210

8:30 AM - 9:30 AM

EVALUATION -- Mike's Office

Good Morning:

Mike would like to conduct your annual evaluation on this date in place of the usually scheduled 1 on 1 meeting.

Please Pam know if this doesn't work for your schedule.

Thanks.

April 6, 2020

Monday

7:00 PM - 9:00 PM

Council Meeting -- Annex Council Chamber