Mayor

Scott Korthuis

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



Regular City Council Meeting City Annex- 205 Fourth Street May 16, 2022

The City of Lynden council meetings are held *in-person* with a remote access option to call into the meeting by dialing 1-253-948-9362 and entering the phone conference ID: 906 585 415#. Persons requesting an opportunity to address the council through this remote option are required to contact the city clerk at 360-255-7085 before 3:00 p.m. on the day of the council meeting.

## Call to Order

## Pledge of Allegiance

## **Roll Call**

## Oath of Office

## **Summary Reports and Presentations**

## **Approval of Minutes**

1. Draft Council Minutes- May 2, 2022

## **Citizen Comment**

## **Consent Agenda**

- 2. Approval of Payroll and Claims
- Resolution 1048 Adopting a Six Year Transportation Improvement Program (STIP) 2023-2028
- 4. Department of Enterprise Services Energy Program Agreement

## **Public Hearing**

## **Unfinished Business**

### **New Business**

### Other Business

5. Calendar

## **Executive Session**

## Adjournment

## EXECUTIVE SUMMARY



Meeting Date:	May 16, 2022	
Name of Agenda Item:	Draft Council Minut	es- Regular Meeting
Section of Agenda:	Approval of Minutes	3
Department:	Administration	
<b>Council Committee Review:</b>		Legal Review:
☐ Community Development ☐ F	Public Safety	☐ Yes - Reviewed
☐ Finance ☐ F	Public Works	☐ No - Not Reviewed
☐ Parks ☐ 0	Other: N/A	□ Review Not Required
Attachments:		
Draft Council Minutes- Regular	Meeting	
Summary Statement:		
Draft Council Minutes- Regular	Meeting	
Recommended Action:		
For Council review.		·

CITY COUNCIL
MINUTES OF REGULAR MEETING



May 2, 2022

## 1. CALL TO ORDER

Mayor Korthuis called to order the May 2, 2022 regular session of the Lynden City Council at 7:00 p.m.at the city's council chambers. This was an in-person meeting with the option to call into the meeting via telephone.

## **ROLL CALL**

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

Members absent: Councilor Kuiken

Staff present: Fire Chief Mark Billmire, HR Director Kari Heeringa, Parks Director Brent DeRuyter, Planning Director Heidi Gudde, Police Chief Steve Taylor, Public Works Director Steve Banham, City Clerk Pam Brown, City Administrator John Williams, and City Attorney Bob Carmichael

## **OATH OF OFFICE**

- Firefighter Anthony Taylor
- Firefighter Kerri Jenkins
- Firefighter Jordan Hastings

## SUMMARY REPORTS AND PRESENTATIONS

Introduction of Police Officers

- Travis Lipton
- Ben Ellis
- Tanner Holland

Introduction of recently hired HR Director Kari Heeringa.

Council recognition of Parks Director Brent DeRuyter's 1-year anniversary.

CITY COUNCIL
MINUTES OF REGULAR MEETING



## APPROVAL OF MINUTES

Councilor Strengholt moved, and Councilor De Valois seconded to approve the April 18, 2022, regular council meeting minutes as presented. Motion approved on 6-0 vote.

### **CITIZEN COMMENT- None**

## 2. CONSENT AGENDA

## Payroll Liability to April 10 through April 23, 2022

EFT & Other Liabilities
Non-L&I Liabilities

Monthly EFT	\$346,526.84
Check Liability	
Total Non-L&Í Liabilities	\$346,526.84
Quarterly Liabilities	\$13,839.92

Total EFT & Other Liabilities \$360,366.76

## Approval of Claims - May 3, 2022

Manual Warrants No.	<u> </u>	through	<u> </u>		\$0.00
EFT Payment Pre-					\$0.00
Pays					
				Sub Total Pre-Pays	\$0.00
Voucher Warrants No.	24501	through	24596		\$312,246.44
EFT Payments					\$40,035.53
				Sub Total	\$352,281.97
				Total Accts. Payable	\$352,281.97

AMENDED Resolution No. 1047- Interlocal Agreement for Building Services

Award Bid for Main Street Bridge Project

Park and Trail Advisory Re-appointment of Committee Member

Automated Lock Agreement with Security Solutions

CITY COUNCIL
MINUTES OF REGULAR MEETING



Councilor Bode moved, and Councilor Wohlrab seconded to approve the Consent Agenda. Motion passed with a 6-0 vote.

Councilor De Valois thanked Parks and Trail Advisory committee member Tim Beek for his continued service to the Lynden community.

- 3. PUBLIC HEARING None
- 4. UNFINISHED BUSINESS- None
- 5. NEW BUSINESS

## Final Plat Approval - Kode Kamp Long Plat, Phase 2

City Council granted preliminary approval for the Kode Kamp Vista long plat on March 15, 2021. The subdivision of approximately 28 acres is located at the northeast corner of Kamm Road and Northwood Road. Ultimately it divides the property into 92 lots.

The first of two phases of this plat have come forward for final plat approval. Phase 2 includes the remaining 27 lots located in the northwest corner of the property. The property has a zoning of RMD (Residential Mixed Density) which allows for the inclusion of duplexes, however, Kode Kamp Vista is dedicated solely to single family use and the plat will be noted as such.

Council is being asked to consider final plat approval for Phase 2 of the Kode Kamp Vista Long Plat under the following conditions:

- 1. Completion of all punch list items.
- 2. Submittal and acceptance of required maintenance bonds and any necessary performance bonds.
- 3. Payment of final inspection fees for plat construction.
- 4. Submittal of final as-built drawings.
- 5. Submittal and recording of final plat mylars.
- 6. Final development fees paid in full.
- 7. Installation of all streetlights and street trees.
- 8. Recording of necessary utility and access easements.
- 9. Completion of development agreement obligations related to off-site improvements

CITY COUNCIL
MINUTES OF REGULAR MEETING



Councilor Lenssen moved, and Councilor Strengholt seconded to grant final approval of Phase 2 of the Kode Kamp Vista Long Plat subject to conditions 1-9 and to authorize the Mayor's signature on the final plat documents. Motion passed with a 6-0 vote.

## Proposal for Addition of One Police Officer (19th) for LPD

Public Safety Committee recommended that the Council approve a budget amendment to fund one additional police officer position beginning July 1, 2022.

Options for funding include:

- 1) Applying for a COPS grant deadline is June 16, 2022 with awards announced in October-November.
- 2) Fund position from the Public Safety Reserve Fund.
- 3) Fund position from General Fund.

After some discussion for each option the following motion was made:

Councilor Wohlrab moved, and Councilor Bode seconded that council approve the funding of the 19<sup>th</sup> police officer's capital outlay from Fund 357 (equipment) and fund the 19<sup>th</sup> officer's wages, by July 1, 2022, from the General Fund. Motion passed with a 6-0 vote.

## 6. OTHER BUSINESS

Councilor Lenssen reporting for the Community Development Committee:

- Equitable 3<sup>rd</sup> party review of building permits
- CSL zones throughout the city
- Update to LMC Chapter 19 sections

## 7. EXECUTIVE SESSION

Council entered executive session to discuss acquisition of real estate purchase or lease as allowed by RCW 42.30.110 (1)(b). The executive session was expected to last 10 minutes and reconvene at 7:28 p.m. with an expected decision.

The Council meeting reconvened at 7:28 p.m.

CITY COUNCIL
MINUTES OF REGULAR MEETING



Councilor Bode moved, and Councilor De Valois seconded for Council authorization for Mayor or his designee to negotiate with Ms. Kopak and Ms. Buffer, the Bouwmans, and Mr. Oppewall and sign the applicable easement paperwork, pending any required legal review by the City Attorney. Motion passed with a 6-0 vote.

## 8. ADJOURNMENT

The May 2, 2022, regular session	of the Lynden City Council adjour	ned at 7:30 p.m.
Pamela D. Brown	Scott Korthuis	
City Clerk	Mayor	

## **EXECUTIVE SUMMARY**



Meeting Date:	May 16, 2022		
Name of Agenda Item:	Approval of Payroll and Claim	ns	
Section of Agenda:	Consent		
Department:	Finance		
Council Committee Revi	ew:	Legal Review:	
☐ Community Developme	ent    Public Safety	☐ Yes - Reviewed	
⊠ Finance	☐ Public Works	☐ No - Not Reviewed	
☐ Parks	☐ Other:	⊠ Review Not Required	
Attachments:			
None			
Summary Statement:			
Approval of Payroll and Cl	aims		
Recommended Action:			
Approval of Payroll and Cl	aims		

## EXECUTIVE SUMMARY - City Council



Meeting Date:	May 16, 2022										
Name of Agenda Item:	Resolution 1048 – Adopting a Six Yea Improvement Program (STIP) 2023-2	•									
Section of Agenda:	Consent										
Department:	Public Works										
Council Committee Rev	iew:	Legal Review:									
☐ Community Developme	ent □ Public Safety	☐ Yes - Reviewed									
□ Finance	⊠ Public Works	☐ No - Not Reviewed									
□ Parks	☐ Other:	Public Safety Public Works  Other: No - Not Reviewed  Review Not Required  O48  Or City Council to consider comments regarding the City's Six ram (2023 to 2028). Attached are Lynden's proposed at will be submitted to the Whatcom Council of Governments Department of Transportation (WSDOT) as part of their ects, every city and county must prepare a planned local list of the WSDOT by July 31 of each year for inclusion in the									
Attachments:											
STIP Project List, Map, R	esolution 1048										
Summary Statement:											
projects which ultimately is	forwarded to the WSDOT by July 31 of ea										
Section of Agenda:       Consent         Department:       Public Works         Council Committee Review:       □ Public Safety       □ Yes - Reviewed         □ Finance       ☑ Public Works       □ No - Not Reviewed         □ Parks       □ Other:       ☑ Review Not Required         Attachments:         STIP Project List, Map, Resolution 1048         Summary Statement:         By law, a public hearing must be held for City Council to consider comments regarding the City's Six Year Transportation Improvement Program (2023 to 2028). Attached are Lynden's proposed transportation improvement projects that will be submitted to the Whatcom Council of Governments and from there to the Washington State Department of Transportation (WSDOT) as part of their											
After the hearing is closed, the Council may pass the resolution approving the program.											
Recommended Action:											
	ublic hearing date of June 6, 2022 at 7: ansportation Improvement Program.	00 p.m. to hear comments									

## **RESOLUTION NO. 1048**

# A RESOLUTION ADOPTING A SIX (6) YEAR TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FOR THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON

**WHEREAS**, the City of Lynden is required to prepare a Six (6) Year Transportation Improvement Program (STIP); and

**WHEREAS**, a report has been prepared and submitted by the City Public Works Director for a Six (6) Year Transportation Program for years 2023-2028, copies of which are on file in the office of the City Clerk;

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

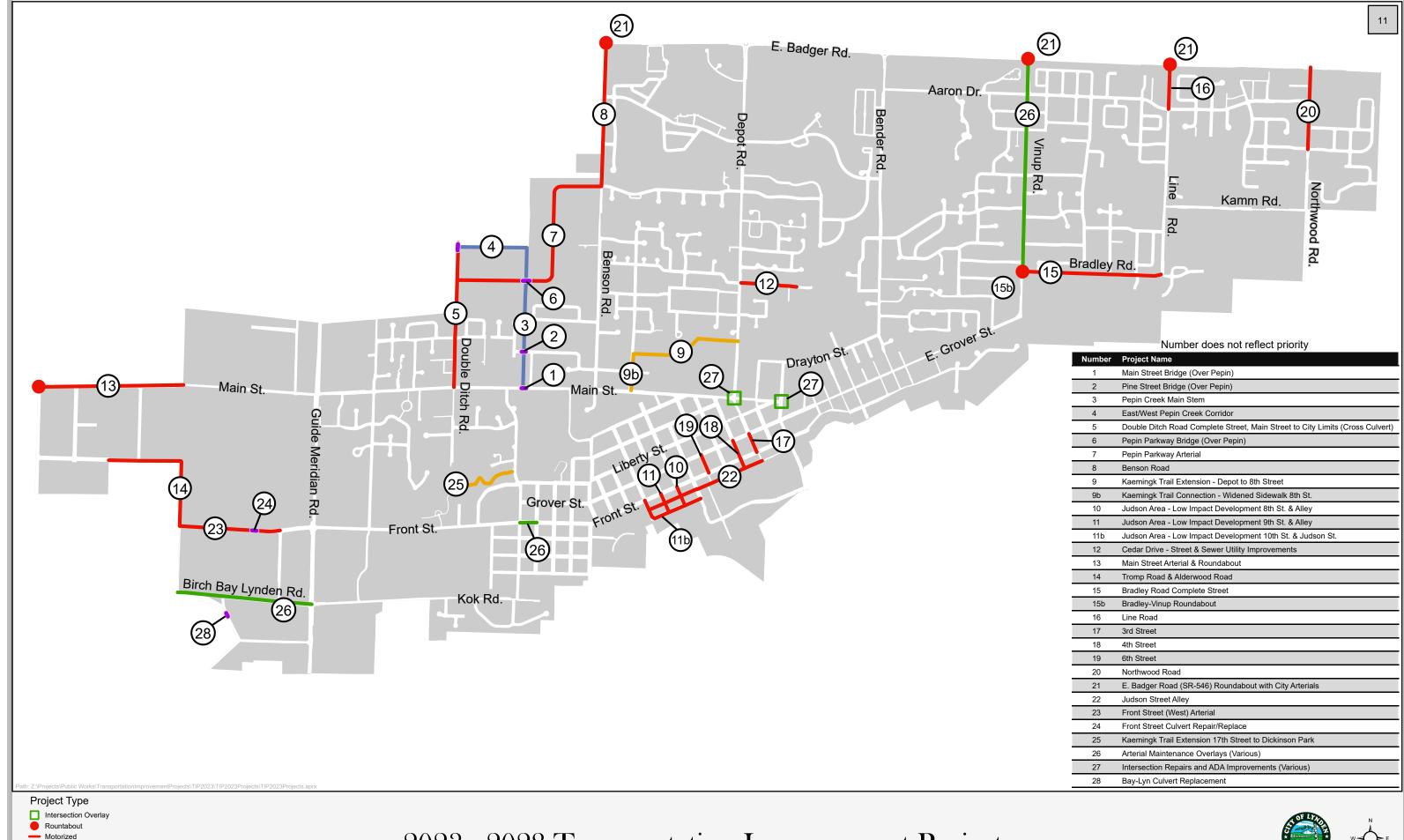
**SECTION 1**: That the 2023-2028 Six (6) Year Transportation Improvement Program be adopted as the official Six (6) Year Transportation Improvement Program of the City of Lynden, Washington.

**SECTION 2**: That the City Clerk and the City Public Works Director are hereby directed to file a copy of this resolution with the State of Washington Department of Transportation.

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

**ADOPTED** by the City Council of the City of Lynden, Whatcom County, Washington, on the 16 day of May, 2022 and signed and approved by the Mayor.

ATTEST:	MAYOR SCOTT KORTHUIS
CITY CLERK PAMELA BROWN	
APPROVED AS TO FORM:	
CITY ATTORNEY ROBERT CARMICHAEL	





Road Drainage Overlay Non-Motorized Culvert or Bridge

# City of Lynden 2023 - 2028 Six Year Transportation Improvement Program

	- 1	-	_		- 3	
In Priorit	y Orde	r Key	ed	to N	Лар	

				ified	plete eet						Fund	ing Sources	(\$ in thous	ands)	
Ref No.	Project	Description	Termini	Classified	Complete Street	Phase	2023	2024	2025	2026 2028	Local	State	TIB	Federal	Total
	Main Street Bridge Pepin Lite Concept	Bridge and approaches	Main Street over relocated Pepin Creek (Double Ditch)			PE									0
1	, op.,, <u>2</u> ,, o		(Bodble Bilotty	Y	Yes	Const	Х				800	<i>DOC</i> 1,900			2,700
2	Pine Street Bridge Pepin Lite Concept	Vehicular Bridge and approaches	Pine Street over relocated Pepin Creek (Double Ditch)		Yes	PE 2021-2022	Х				312				312
			Developer Mitigation - incl. in Local			Const	X	Х			2,864				2,864
	Pepin Creek Main Stem	Upstream (Pepin Lite) Phased Relocation	Main Street to East/West Creek Corridor			PE	Х				734				734
3	Pepin Lite Concept		Department of Ecology potential funding. Developer Mitigation - incl. in Local		NA	Const	Х	Х	Х		8,950				8,950
4	East/West Pepin Creek Corridor	Upstream (Pepin Lite) Phased Relocation	North end of Pepin Main Stem to Double Ditch Road		NA	PE	Х				125				125
4	Pepin Lite Concept (including culvert at Double Ditch)		Developer Mitigation - incl. in Local		INA	Const	Х	Х	Х		1,533				1,533
	Double Ditch Road	Widen/Improve to City Arterlal Street Standard (40')  Prerequisite: Construct Cross-Culvert to the North and	Main Street to City Limits (Pepin Parkway) Connect to Future Pepin Parkway	pending	V.	PE			Х		387				387
5		redirect Pepin Creek into new channel	Include Water & Sewer Trunk Lines Developer Mitigation - incl. in Local	beuc	Yes	Const				Х	5,216				5,216
	Pepin Parkway Bridge	Pepin Parkway Arterial (Included in 2022 Design Standards)	On Pepin Parkway over the relocated Pepin Creek		.,	PE	Х				248				248
6		Arterial Street - driveway access and parking restricted	Developer Mitigation - incl. in Local		Yes	Const		Х			2,475				2,475
	Pepin Parkway Arterial	Pepin Parkway Arterial (Center Median Stormwater)  Arterial Street - driveway access and parking restricted	Benson Road to Double Ditch	ling		PE	Х				387				387
7		, , ,	Developer Mitigation - incl. in Local	pending	Yes	Const		Х	Х	Х	5,223				5,223
_	Benson Road	Widen to the west to avoid ditch on east. Pedestrian on west side - possible 10' separated trail	Sunrise Drive to Badger Road Connect to Future Pepin Parkway			PE	Х				478				478
8		Arterial Street - driveway access and parking restricted Surface Transportation Block Grant (STBG)	Developer Mitigation - incl. in Local	Y	Yes	Const		Х			4,306			800	5,106
	Kaemingk Trail Extension - Depot to	Trail Project Completion/Closeout (began in 2022)	North 8th Street to Depot Road			PE									0
9a	8th Street	Trail: Park Impact Fee Funds, Sidewalk: Street Funds			NA	2021-2022 Const	Х	X			200	400			600

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## City of Lynden 2023 - 2028 Six Year

Transportation Improvement Program
In Priority Order Keyed to Map

				ified	olete					Fu	nding Source	s (\$ in thous	sands)	
Ref No.	Project	Description	Termini	Classified	Complete Street	Phase	2023	2024	2025	SOZ Local	State	TIB	Federal	Total
9b	Kaemingk Trail Extension - Drayton to Main Street	Widened Sidewalk/Trail Connector on 8th Street  Trail: Park Impact Fee Funds, Sidewalk: Street Funds	Drayton St. to Main St	П	NA	PE 2021-2022								0
						Const	X	Х		22	)			220
10	Judson Area Low Impact Development - 8th Street & Alleys	Stormwater Low Impact Developement  Ecology Stormwater Grant funded design in 2020  DOE Constr. Grant with TBD & Utility Fund Match	Front St. to Judson Street E/W Alley - 7th Street to 9th Street		Yes	PE 2021								0
		DOL Consti. Grant with TDD & Cuilty Fund Match				Const	X			20	859			1,061
11a	Judson Area Low Impact Development - 9th Street & Alley	Ecology Stormwater Grant funded design in 2020	Front St. to Judson and E/W Alley to 10th		Yes	PE	х			5	120			170
lια		Pending DOE Const. Grant. TBD & Utility Matching Funds				Const	Х			65	1,950			2,600
11b	Judson Area Low Impact Development - 10th Street & Judson Street	Stormwater Low Impact Developement  Ecology Stormwater Grant funded design in 2020	Front Street to 7th Street		Yes	PE	Х			5	120			170
		Future DOE Const. Grant. TBD & Utility Matching Funds			100	Const		Х		65	1,950			2,600
12	Cedar Drive - Street & Sewer Utility Improvements	Replace Sewer and Repair Road	Depot Road to 124 E Cedar		No*	PE/ROW	Х			11	)			110
12		Sewer Utility Fund Project			110	Const	Х			1,10	)			1,100
13	Main Street Corridor Completion	Reconstruct Street & Roundabout at Berthusen	Intersection at Berthusen Road east 0.5 miles	Y	V	PE 2021				12	5			125
13		Surface Transportation Block Grant (STBG) through Whatcom Council of Governments (WCOG)		ľ	Yes	Const	Х	Х		1,00	)		800	1,800
14	Tromp Road	Planning Purposes Only	Front Street north to Alderwood right-of-way, then west to Curt Maberry	Y	Yes	PE			>	10	)			100
		Community Economic Development (CEDS) listed				Const			×	1,00	)			1,000
15a		Upgrade to Complete Street with intersection improvements at both termini.	Vinup Road to Line Road	V	Yes	PE	Х			25	)			250
100		Anticipating State Commerce Funding and pursuing additional State/Federal funding			165	Const	Х	Х		1,54	2,950			4,490
15b	Bradley-Vinup Roundabout	New Roundabout replaces stop sign on Bradley	Eastwood (east) Ridgeway (north)	Y	Yes	PE	х			25	)			250
100		Pursuing State/Federal funding	Grover (south)		103	Const	Х	Х		1,59	)			1,590

# City of Lynden 2023 - 2028 Six Year portation Improvement Prog

Transportation Improvement Program
In Priority Order Keyed to Map

				ified	plete					Fund	ing Sources	(\$ in thous	ands)	
Ref No.	Project	Description	Termini	Class	Complete Street	Phase	2023	2025	2026	Local	State	TIB	Federal	Total
	Line Road	Upgrade to Full City Standard	Aaron Drive to Badger Road (SR-546)			PE			Х	50				50
16		Planning Purposes Only		Y	Yes	Const			Х	1,500				1,500
17	3rd Street	Street Reconstruction Planning Purposes	Grover Street to Front St Historic Business District	Υ	Yes	PE			Х	20				20
18	4th Street	Street Reconstruction/Centennial Park Integration Planning Purposes Only Community Economic Development (CEDS) listed	Grover Street to Judson Street Alley  Historic Business District		Yes	PE			х	20				20
19	6th Street	Street Reconstruction Planning Purposes	Grover Street to Front St Historic Business District		Yes	PE			Х	20				20
20	Northwood Road	Upgrade to Full City Std  Planning Purposes Only	South City limits to Badger	Υ	Yes	PE			Х	70				70
21	E. Badger (SR-546) Intersections w/ City Arterials	Channelization/Roundabout & Lighting Planning Purposes Only	Roundabouts or Intersection Improvement at Line, Vinup , & Benson Roads	Υ		PE			Х	500	WSDOT 500			1,000
22	Judson Street Alley	Widen and Reconstruct Relocate Utility Poles Community Economic Development (CEDS) listed	3rd Street to 7th Street Possilble Directional Restrictions		?	ROW/PE			Х	50				50
23	Front Street (West) Arterial	Upgrade to Full Arterial City Standard	Duffner Ditch to Tromp Road west of Guide Meridian	Y	No	СМ				245				245
20		Street: \$2,600,000 Utilities: \$700,000		Ċ	110	Const	X U			1,800				1,800
24	Front St Culvert Repair/Replace Culvert at Duffner Ditch	Replace Flood Damaged Culvert	Duffner Ditch to Duffner Drive west of Guide Meridian	V	No	PE 2022				50				50
2-7				Ċ	110	Const	Х			189	1,211			1,400
25	Kaemingk Trail Extension to Dickinson Park	Paved Trail w/ 2 Bridges 2019 Parks & Trails Bond	17th Street to existing Ridgecreek Trail		NA	PE	Х			200				200
25					IVA	Const		X		2,500				2,500
26	Arterial Maintenance Overlays Classified Routes	Grind and Overlay w/ ADA Upgrades	Birch Bay Lynden Rd, Vinup Rd, Front St		NA	Const			Х	4,500				4,500
27	Intersection Repairs and ADA Classified Routes	Replace Asphalt w/ Concrete, ADA Upgrades	Intersections: Main & 3rd, Main & 1st,		?	Const	X	x x	X	4,500				4,500

# City of Lynden **2023 - 2028** Six Year

# Transportation Improvement Program In Priority Order Keyed to Map

Def				sified	Classified Complete Street			_		Fu	nding Source	s (\$ in thous	ands)	
Ref No.	Project	Description	Termini	Clas	Com	Phase	2023	2024	2026	ZOZ Local	State	ТІВ	Federal	Total
28	Bay Lyn Drive Duffner Ditch Culvert	Duffner Ditch Culvert Replacement	Duffner Ditch		NA	PE		Х		15	)			150
					INA	Const			X		1,000			1,000
29	•	Miscellaneous Streets Chip/Fog seals	Various Locations		?	Const	Х	X Z	X >	20	)			200
30	Non-Motorized Facilities	Non-Motorized Facilities/ADA Sidewalks	Various Locations		NA	Const	Х	X Z	x >	5	)			50
								Т	OTAL	.: \$59,74	\$12,960	\$0	\$1,600	\$74,300

## EXECUTIVE SUMMARY - City Council



Meeting Date:	May 16, 2022		
Name of Agenda Item:	Department of Enterprise Services Energy Program Agreement		
Section of Agenda:	Consent		
Department:	Public Works		
Council Committee Rev	iew:	Legal Review:	
☐ Community Developme	ent □ Public Safety		
☐ Finance	□ Public Works	☐ No - Not Reviewed	
□ Parks	☐ Other:	☐ Review Not Required	
Attachments:			
Interagency Agreement – City of Lynden and Department of Enterprise Services			
Summary Statement:			
The State Department of Enterprise Services (DES), through its Energy Program ("Energy Program"), helps Cities reduce energy and operational costs of public facilities. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows Cities to be better financial stewards while achieving their mission. Acting as the owner's advocate, the Energy Program delivers professional expertise and contract management services. The Energy Program also creates value by managing risk through guaranteed total project costs, equipment performance, and energy savings.  City staff identified planned improvements to two different facilities as projects that could benefit from the DES Energy Program:			
<ul> <li>A boiler replacement at the Aquatic/Fitness Center with potential grant funding</li> <li>Using a design-build process for the Wastewater Treatment Plant Expansion.</li> </ul>			
The Public Works Committee reviewed the agreement at their meeting on May 4, 2022 and concurred to recommend approval to City Council.			
Recommended Action:			
efficient infrastructure helps reduce long-term operations and maintenance costs. This allows Cities to be better financial stewards while achieving their mission. Acting as the owner's advocate, the Energy Program delivers professional expertise and contract management services. The Energy Program also creates value by managing risk through guaranteed total project costs, equipment performance, and energy savings.  City staff identified planned improvements to two different facilities as projects that could benefit from the DES Energy Program:  • A boiler replacement at the Aquatic/Fitness Center with potential grant funding  • Using a design-build process for the Wastewater Treatment Plant Expansion.  The Public Works Committee reviewed the agreement at their meeting on May 4, 2022 and concurred to recommend approval to City Council.			

That City Council approve the Department of Enterprise Services Energy Program Agreement and authorize the Mayor's signature on the agreement.

State of Washington ENERGY PROGRAM	INTERAGENCY AGREEMENT	
Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	IAA No.:	K7591
CITY OF LYNDEN 300 4 <sup>th</sup> St. Lynden, WA 98264	Date:	April 22, 2022

# Interagency Agreement Between City of Lynden

AND

#### WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement* (*Agreement*) is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and City of Lynden, a Washington State governmental agency ("Client Agency") and is dated and effective as of the date of the last signature.

## RECITALS

- A. Enterprise Services, through its Energy Program ("Energy Program"), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner's advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

### AGREEMENT

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM**. The term of this *Agreement* commences on the date of the last signature and ends **December 31. 2026**.

### 2. STATEMENT OF WORK.

- A. ENERGY PROGRAM. Energy Program agrees to provide the following Services:
  - i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this Agreement to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, Project Management Services Scope of Work.
  - ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.
- B. CLIENT AGENCY. Client Agency agrees to the following:
  - Will conform to the protocols of this Agreement, including Enterprise Services' General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions"), and as supplemented.
  - ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
  - iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
    - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
    - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.
      - The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.

- Professional services agreements have suffixes A through F, for example 2018-024 A.
- Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

### 3. COMPENSATION AND REQUIREMENTS.

- A. COMPENSATION. Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
  - i. Project Management Services Scope of Work (Attachment A): For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
  - ii. Termination Fee: If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
  - iii. Measurement & Verification Services ("M&V") Scope of Work (Attachment C): If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. PAYMENT FOR ESCO SERVICES. In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Master Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. FURTHER ASSURANCES. Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW. In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
  - 1. RCW Title 39 and 43
  - 2. ADA Requirements
  - 3. Buy America
  - 4. Davis-Bacon
  - 5. Prevailing Wage
  - 6. DBE Participation
  - 7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

### 4. INVOICES AND BILLING.

- A. BILLING PROCEDURE. Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the energy services company. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. PAYMENT PROCEDURE. Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. BILLING DETAIL. Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
  - The date(s) such services were provided
  - Brief description of the services provided
  - Total invoice amount
- D. BILLING ADDRESS. Invoices shall be delivered to Client Agency electronically to:

Email: banhams@lyndenwa.org

5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

## **Enterprise Services**

Attn: Kirsten Wilson, PE
Energy Project Manager
Energy Program
Washington Dept. of Enterprise Services
PO Box 41476
Olympia, WA 98504-1476

Tel: (509) 370-0216 Email: Kirsten.wilson@des.wa.gov

### **Client Agency**

Attn: Steve Banham, PE Public Works Director City of Lynden 300 4<sup>th</sup> Street Lynden, WA 98264 Tel: (360) 354-3446

Email: banhams@lyndenwa.org

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

#### 6. RECORDS.

- A. AGREEMENT AVAILABILITY. Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. RECORDS RETENTION. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. OWNERSHIP. Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. Public Records. This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA). Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the PRA, without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action.
- 7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.
- 8. **DISPUTE RESOLUTION**. The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot

then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **Termination For Convenience**. Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this *Agreement* prior to the effective date of such termination.

#### 10. GENERAL PROVISIONS.

- A. COMPLIANCE WITH LAW. The Parties shall comply with all applicable law.
- B. INTEGRATED AGREEMENT. This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. AMENDMENT OR MODIFICATION. Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. AUTHORITY. Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. GOVERNING LAW. The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and
  are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of
  this Agreement nor the meaning of any provisions hereof.
- J. ELECTRONIC SIGNATURES. A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.

K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

EXECUTED AND EFFECTIVE as of the date of the last signature.

CITY OF	LYNDEN	STATE O	F WASHINGTON
		DEPARTI	MENT OF ENTERPRISE SERVICES
Ву:		Ву:	
Name:	Scott Korthuis	Name:	Doug Kilpatrick, PE
Title:	Mayor	Title:	Energy Program Manager
Date:		Date:	

### **ATTACHMENT A**

#### PROJECT MANAGEMENT SERVICES SCOPE OF WORK

# Energy/Utility Conservation Projects Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

- 1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
- 2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
- 3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
- 4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
- 5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
- 6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
- 7. Provide assistance during the design, construction and commissioning processes.
- 8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
- 9. Assist with final project acceptance.
- 10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
- 11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

### **ATTACHMENT B**

### **PROJECT MANAGEMENT FEE SCHEDULE**

# **2021-23** Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

### **PROJECT**

TOTAL PROJECT VALUE	MANAGEMENT FEE	<b>TERMINATION FEE</b>
5,000,001 6,000,000	\$68,800	25,700
4,000,001 5,000,000	67,700	25,400
3,000,0014,000,000	66,700	25,000
2,000,0013,000,000	62,500	23,400
1,500,0012,000,000	58,300	21,800
1,000,0011,500,000	51,600	19,300
900,001 1,000,000	43,800	16,400
800,001 900,000	41,300	15,400
700,001 800,000	38,300	14,400
600,001 700,000	36,500	13,700
500,001 600,000	33,800	12,600
400,001 500,000	30,200	11,300
300,001 400,000	25,800	9,700
200,001 300,000	20,700	7,700
100,001 200,000	14,400	5,400
50,001100,000	7,800	3,500
20,00150,000	4,200	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

- 1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
- 2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency's cost effectiveness criteria.
- 3. If the project meets Client Agency's cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
- 4. If the audit fails to produce a project that meets Client Agency's established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.

### **ATTACHMENT C**

### **MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK**

Energy/Utility Conservation Projects
Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

- 1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
- 2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
- 3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.

## EXECUTIVE SUMMARY



Meeting Date:	May 16, 2022	
Name of Agenda Item:	Calendar	
Section of Agenda:	Other Business	
Department:	Administration	
<b>Council Committee Revie</b>	<u>w:</u>	Legal Review:
☐ Community Development	☐ Public Safety	☐ Yes - Reviewed
☐ Finance	☐ Public Works	☐ No - Not Reviewed
□ Parks	☐ Other:	☐ Review Not Required
Attachments:		
Summary Statement:		
Recommended Action:		

May 2, 2022

Monday

7:00 PM - 9:00 PM

Copy: City Council Meeting (In Person) -- City Hall Annex- In Person Meeting Remote Access Option and In-Person Update

City of Lynden council meeting are held *in-person* with a remote access option to call into the meeting by dialing 1-253-948-9362 and entering the phone conference ID: 918 627 136#.

Persons requesting an opportunity to address the Council from through this remote option are required to contact the city clerk at 360-255-7085 before 3:00 p.m. on the day of the council meeting.

\_\_\_\_\_

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 253-948-9362,,918627136# United States, Tacoma

Phone Conference ID: 918 627 136#

Find a local number | Reset PIN

Learn More | Meeting options

May 3, 2022

Tuesday

9:00 AM - 10:00 AM

Copy: Leadership Team Meeting -- Annex Council Chamber

## May 3, 2022 Continued

Tuesday

5:00 PM - 6:30 PM

**Design Review Board -- TBD** 

May 4, 2022

Wednesday

8:00 AM - 2:30 PM

Mock Trial -- Annex Council Chamber; Annex East Training Room Good afternoon,

The City Hall Annex building (municipal court) located at 205 4<sup>th</sup> Street, Lynden has been reserved for your event (Mock Trial) on May 4, 2022, from 8 a.m. to 2:30 p.m. Please pick up and return the key to the admin office in City Hall (300 4<sup>th</sup> Street, Lynden). City Hall opens at 8 a.m. and closes at 5 p.m.

The city does ask that attendees participate in the COVID precautions that may be in place on that date.

You are welcome to move table and chairs around, but it is necessary to put the furniture back in the same arrangement as you found it.

Also, please pack out your garbage when you leave.

Please don't hesitate to reach out if you have any questions or concerns.

Kind regards,

Pamela (Pam) D. Brown, MMC

City Clerk | City of Lynden

Phone: 360-255-7085

300 4th Street | Lynden, WA 98264

Email: brownpa@lyndenwa.org

## May 4, 2022 Continued

Wednesday

4:00 PM - 6:00 PM

**Public Works Committee Meeting** 

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 253-948-9362,,547176899# United States, Tacoma

Phone Conference ID: 547 176 899#

Find a local number | Reset PIN Learn More | Meeting options

## May 5, 2022

Thursday

2:00 PM - 4:00 PM

**Technical Review Committee Meeting -- Microsoft Teams** 



Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 253-948-9362,,366674939# United States, Tacoma

Phone Conference ID: 366 674 939#

<u>Find a local number | Reset PIN</u> Learn More | Meeting options

**May 8, 2022** Sunday

All Day 5-8 thru 5-21 Pay Period

All Day Mother's Day -- United States

May 10, 2022

Tuesday

9:00 AM - 10:00 AM Copy: Leadership Team Meeting -- Annex Council Chamber

May 11, 2022

Wednesday

8:00 AM - 5:00 PM Court -- Annex Council Chamber; Annex South East Conference Room; Annex East Training Room; Annex

**North East Conference Room** 

10:00 AM - 12:00 PM Training Association -- City Hall 1st Floor Large Conference Room

7:00 PM - 9:00 PM Parks & Rec District Meeting -- Annex South East Conference Room

May 12, 2022

Thursday

7:00 PM - 9:00 PM Planning Commission -- TBD: Virtual Meeting or Annex Council Chamber

May 13, 2022

Friday

All Day PAYDAY PAYDAY

May 16, 2022

Monday

4:00 PM - 5:00 PM Parks Committee Meeting -- City Hall 1st Floor Large Conference Room

## May 16, 2022 Continued

Monday

7:00 PM - 9:00 PM

Copy: Council Meeting (In-Person with Telephonic Access) -- Annex Council Chamber Meeting at Annex.

Teams meeting allows for telephonic access.

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Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 253-948-9362,,906585415# United States, Tacoma

Phone Conference ID: 906 585 415#

Find a local number | Reset PIN

Learn More | Meeting options

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May 17, 2022	_
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Tuesday

**All Day** 

Civil Service at 4 pm

## May 18, 2022

Wednesday

**All Day** 

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

4:00 PM - 5:30 PM

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

5/9/2022 10:16 AM

May 10, 2022	
<b>May 19, 2022</b> Thursday	L
2:00 PM - 4:00 PM	Technical Review Committee tbd
May 21, 2022	
Saturday All Day	ASHI CPR Train-the-Trainer Class Annex Council Chamber
<b>May 22, 2022</b> Sunday	
All Day	5-22 thru 6-4 Pay Period
<b>May 24, 2022</b> Tuesday	
9:00 AM - 10:00 AM	Copy: Leadership Team Meeting Annex Council Chamber
May 25, 2022	
Wednesday	
All Day	Court Annex Council Chamber; Annex South East Conference Room; Annex East Training Room; Anne North East Conference Room
<b>May 26, 2022</b> Thursday	
7:00 PM - 9:00 PM	Planning Commission TBD: Virtual Meeting or Annex Council Chamber
May 27, 2022	

6

PAYDAY

**PAYDAY** 

Friday

Pam Brown

All Day

<b>May 30, 2022</b> Monday		34
All Day	Memorial Day United States	
June 2, 2022 Thursday		
Thursday		

**Technical Review Committee Meeting -- TBD** 

2:00 PM - 4:00 PM