

BLACK DIAMOND CITY COUNCIL MINUTES
October 10, 2011 Special Meeting
Black Diamond Elementary School Gymnasium
25314 Baker Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Olness called the special meeting back to order at 6:30 p.m. and lead us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Hanson, Boston and Mulvihill.

ABSENT: None

Staff present were: Stacey Borland, Associate Planner; Andy Williamson, Executive Director of Engineering Services and Economic Development; Steve Pilcher, Executive Director of Community Development; Bob Sterbank, City Attorney and Brenda L. Martinez, City Clerk.

APPEARANCE OF FAIRNESS INQUIRIES:

City Attorney Sterbank explained he will start tonight with the Appearance of Fairness questions as we have each of the proceeding Closed Record Hearings.

City Attorney Sterbank asked the following questions collectively to Council:

1. Do any Councilmembers have any interest in the property that is subject to the Development Agreements? Council collectively responded – **No**
2. Do you stand to gain or lose financially as a result of the outcome of these proceedings? Council collectively responded – **No**
3. Can you hear and consider the application in a fair and unbiased manner? Council collectively responded – **No**
4. Any ex parte contact with parties of record or applicant while this quasi-judicial matter has been pending? Council collectively responded – **No**

Councilmember Hanson asked Mr. Sterbank to explain the difference between recusal and the Doctrine of Necessity and being biased.

City Attorney Sterbank explained the appearance of fairness doctrine speaks to disclosure of ex parte communications as well as some of the case law pre-appearance of fairness statute speaks to recusal when there seems to be an appearance or perception of impartiality as opposed to proof of bias or prejudice under the cases and the statutes that provide for recusal based on an appearance. I believe last year during the MPD Hearings,

Councilmember Boston quoted from one of the cases “*SAVE vs. Bothell*” which talked about appearance and perceptions that could be created by virtue of memberships in a group not necessarily that the group or membership would result in actual bias and so it determines termination by a Councilmember to recuse him/herself based on those perceptions; it is not an actual acknowledgement that there is any bias it is simply a precautionary step that is available to Councilmembers if they are concerned about an Appearance of Fairness issue or an appearance that there may be an issue of impartiality. The Rule of Necessity allows Councilmembers to participate notwithstanding recusal if participation is needed because a quorum is absent due to recusal which happened last year and then again this year. The Doctrine of Necessity does not require that Councilmembers who recuse themselves return and that is what happened in this proceeding with respect to the Development Agreement as Councilmembers Saas and Goodwin decided of their own accord not to participate notwithstanding the fact the Doctrine of Necessity had been triggered. The Appearance of Fairness statute then does also provide notwithstanding the recusals and participation that individuals right to fair hearing is maintained and that goes to the issue of actual bias decision makers may not still be actually bias but that is a much higher standard and requires proof as opposed to recusals that is authorized under the Appearance of Fairness doctrine.

STAFF CLOSING STATEMENT:

Mr. Williamson noted that he was there that evening with Mr. Pilcher and Ms. Borland. He reported that staff took notes during the Closed Record Hearings regarding questions that were asked beyond what was already addressed and put in the Development Agreement. Staff has taken the approach to come back and answer some of those questions, direct Council on where those questions would be answered in the document and later on in Councils deliberations staff is available to answer any further questions. He noted that Mr. Sterbank will be adding a few remarks at the end of the staff presentation.

Mr. Williamson went through the following topics:

- 1. The Hearing Examiner did not have enough time and did not address all the issues and the Council should remand the Development Agreement back –** Staff Response: The Hearing Examiner and his staff spent over 800 hours in the Development Agreement process and we believe that to be of adequate time to render a decision.
- 2. Noise and Construction Hours –** Staff Response: Noise mitigation we ask that Council look to the Development Agreement Section 13.7 ii 2-b, this directly from The Villages MPD conditions of approval number 44 - “YarrowBay and the property owners meet and if they cannot reach an agreement there is a list of mitigation measures per that condition” - we believe that will address those things. For the Noise Committee see Lawson Hills MPD conditions of approval number 45 – there was a concern that if the majority report back to Council how does the minority have the opportunity to do that- there is a process where the report is a public document and will come before Council and there will be the

opportunity for public to participate. In the Development Agreement there is nothing regarding the Noise Committee which was established as part of The Villages MPD conditions of approval number 45. That is where you will find where the Committee was done. For the Construction hours we would like for you to look at the Hearing Examiners recommendation page 104 where he notes the purpose of the construction hours in the Development Agreement are more restrictive than anywhere else in the City, point being, see section 12.8.13 in The Villages Development Agreement. Black Diamond Municipal Code 8.12.040 (c) also known as Exhibit E establishes the following noise standards – “Sounds originating from construction sites, including but not limited to sounds from construction equipment, power tools and hammering between seven a.m. and eight p.m. on weekdays, between eight a.m. and six p.m. on Saturdays, and between nine a.m. and six p.m. on Sundays shall also be exempt. That is the current code, pursuant to condition of approval number 43 – “The master developer nonetheless agreed that it shall comply with the following more restrictive noise standard, any sound made by the construction, excavation, repair, demolition, destruction or alteration of any building or property or upon any building site any time shall be prohibited on Sundays and City holidays in the hours of seven a.m. through seven p.m. Monday through Friday, between nine a.m. and five p.m. on Saturday and subject to emergency construction repairs in exhibit of Black Diamond Municipal Code 8.12.040. On a case by case basis work may be permitted on Sundays if authorized by the Noise Review Committee; however no work shall occur outside the hours of nine a.m. through 5 p.m. on Sundays.

3. **Fee in Lieu - Open Space – Lake Sawyer Regional Park** - Staff Response: Look at Development Agreement section 9.5.3 regarding the fee in lieu, staff cannot spend money without Council approval. Mr. Sterbank at the end of our presentation will go deeper in to the RCW’s and that process. Also see in the Development Agreement section 9.1 for Open Space requirements - “all required Open Space will be provided on site”.
4. **Funding Agreement** - Staff Response: The Funding Agreement does not set the pay scale for the MDRT team; City Council has the authority to set those salaries. Despite what you have heard the City does have an adopted fee schedule for what we charge for permits, applications and review fees, there is an adopted city fee schedule.
5. **Updated Development Agreement** – Staff Response: We heard a lot about the lack of updated Development Agreements, missing updated from the many exhibits that have been submitted during this process. Recommended additional development language has been provided by staff, the applicant, parties of record and the Hearing Examiner. Any changes to the June 2011 version of the Development Agreement will ultimately be up to the City Council as you are the final decision makers.
6. **Stormwater / Phosphorous** – Staff Response: See page 45 of the Hearing Examiners recommendation where he notes “no new information was presented to merit supplemental conditions for additional stormwater/water quality mitigation. The conditions of approvals from both MPDs include a substantial number of

requirements for the protection of water quality, both on the surface and below the ground, as well as general protective measures and adaptive management options in the case that environmental advantages are identified in the future. The 2005 stormwater manual and other applicable regulation will provide for extensive mitigation at project level implementation. As such, there is no compelling reason to seek supplemental Development Agreement terms to address these impacts for these projects.

7. **Lake Sawyer flooding** – Staff Response: See page 43 of the Hearing Examiner’s recommendation where he states that finding of fact 8 of the MPDs clearly and unequivocally determined that the MPDs would not create any flooding impacts to Lake Sawyer. Repeated rebuttals by two experts (see Exhibit 215 from the City’s expert) supported the original analysis.
8. **Wildlife and Eagles** – Staff Response: The Hearing Examiners recommendation on page 50 for wildlife and page 47 which addresses bald eagle protection. There has been no new information provided suggesting bald eagle protection needs to be addressed in the Development Agreements.
9. **CFDs** – Staff Response: The only place in the Development Agreement where these are mentioned is in relation to the Satellite Fire Station in The Villages Development Agreement section 13.4.D.iii.a, this is the only place beside the glossary that addresses CFDs.
10. **Wetlands restoration** – Staff Response: In the Development Agreement section 8.1, which states that all development in the MPDs shall be subject to the standards, requirements and processes of the Sensitive Areas Ordinance (SAO). Per the SAO impacts on wetland functions are to be mitigated in accordance with the Black Diamond Municipal Code section 19.10.240 – Mitigation Requirements and 19.10.250 – Wetland Mitigation.
11. **Schools / Stormwater Facilities located outside the City** - Staff Response: See page 38 of the Hearing Examiners recommendation on this issue; he states that if King County were to prohibit the development of schools in the rural area, the applicant has the option to build them within the City.
12. **Real Estate Signage** – Staff Response: The City and Yarrow Bay have agreed in the conditions that Yarrow Bay has sent forth to you to comply with the Hearing Examiners recommendation implementing condition D.

Mr. Williamson stated that those are the few comments that city staff has that is beyond what Council has heard from the Closed Record. Staff does know that Council has spent numerous hours reviewing the record in our facility in the office prepared for you to be able to do that. Staff stands ready to help you with your deliberations and answer any questions. Staff would also like to know at the time of deliberations when or if you need experts to allow adequate time to invite them here. With that Staff closes its presentation and turns it over to Mr. Sterbank.

City Attorney Bob Sterbank wanted to add a few comments to supplement what staff presented concerning the Fee in Lieu of Open Space and Recreation Facilities and how it is treated in the Development Agreement. The comments we heard on that issue in particular indicated that there was no control over for what purposes fees in lieu collected

could be spent and that there would be no Council role in determining the expenditures of those funds. As Mr. Williamson pointed out in the Development Agreement it provides in section 9.5.3 in The Villages that “the City shall use the funds for the sole purpose of constructing recreational facilities”. That provision in the Development Agreement tracks state statute in particular RCW 82.02.020 which provides that mitigation fees must be spent only to mitigate the direct impacts of proposed development. If the city collects fees in lieu of dedicated parks space that money must be spent for park purposes. The Development Agreement in section 9.5.3 also indicates the process by which the city would expend those funds based on bid requests for certain recreational facilities and the Council will have a number of opportunities to make decisions in that process. First of all, although it’s not called out in the agreement itself recreational facilities would be on which funds would be expended are those that would be what the city would have included in their parks element in the city’s comprehensive plan which is a document that the Council approves. As called out in the agreement the city would obtain a bid to construct and decisions to award a contract to select a low bidder, those decisions are made by Council and approval of a contract which would authorize expenditure of funds on a particular facility would again be a Council decision. Not only by law in the Development Agreement it is the purpose for which the funds can be expended, limited but the Council has a number of opportunities to make decisions on the expenditures of funds and to make sure that they were for the appropriate facilities. He noted he just wanted to supplement what Mr. Williamson has presented and would be able to take any questions that Council may have either on this topic or others.

Councilmember Hanson asked Mr. Sterbank to clarify the process of the CFDs and why they are not added in the Development Agreement because of the legal process that needs to be done.

City Attorney Bob Sterbank stated that the process is set out specifically in state statute, we talked with Council about this during the MPD process about the particulars of that process but that is the reason why it is not set forth in the Development Agreement because the process is already called out in state statute.

Councilmember Hanson stated because it is its own process.

City Attorney Bob Sterbank stated it is its own process that involves a decision by the Council and as the MPD condition notes that’s a decision by the Council in its sole discretion can make whether to form a CFD or not. The provision that Mr. Williamson cited in the Development Agreement the only place it’s mentioned with respect to the Satellite Fire Station, that provision just indicates timing of the letting of a contract of construction of the fire station would be different depending whether it was financed or not financed pursuant to a CFD.

APPLICANT CLOSING STATMENT:

Ms. Nancy Rogers Land Use Attorney from Cairncross and Hempelmann on behalf of Yarrow Bay noted she was pleased to be there and thanked Council for their commitment

during the very lengthy process and thanked them for the diligence they have shown in reading the documents, asking questions, listening to public testimony and listening to their presentations as well. She stated their goal is to provide information to Council, to respond to the Hearing Examiners recommendations and to respond to the public's concerns. She noted that the following were items that she would be talking about, timing, scope of the Development Agreement, review protections that are already in the Development Agreements that addressed issues raised most often over the last week and then she stated Brian Ross will then take over the presentation. She noted that Ryan Kohlmann will also be available to answer any questions at the end of the presentation.

Ms. Rogers went through the following topics:

1. **Timing** – noted the date as it is a furlough day for Councils staff and what that means is written arguments were accepted from parties of record through midnight on Saturday, they have not yet seen all of those documents or have a chance to review them. She wanted Council to be aware that since they have not had a chance to yet review all documents, there might be some issues tonight that won't be covered but will be in the written response. Ms. Rogers stated that they are not planning on taking up the whole hour as they want Council to be able to ask questions after the presentation. She stated that they have also heard the public's concern about the timing of Councils deliberations and they want to also make sure that Council has the time they need to deliberate and make these decisions. Ms. Rogers noted they are going to try to compress their time periods with the goal to give Council the complete package done by no later than October 20, 2011 which will allow Council to reconvene to begin their deliberations on October 24, 2011.
2. **Redlined version of Development Agreement** –noted that they have also heard the concerns that Council does not have a redlined version of the Development Agreements to review. As City staff just pointed out it is because Council is the ultimate arbiter of what the terms are that you want to see in the agreement, but if it would be helpful to Council to have a redline of each development agreement that incorporates the changes YarrowBay has proposed they can provide that to Council.
3. **Scope of the Development Agreement** –noted that they want to refocus Council on the scope of the hearings and what this is about. The Hearing Examiners commentary that we heard often repeated about the wide discretion and possible supplemental conditions goes to issues Council might choose to negotiate. The proposal that Yarrow Bay made during the opening presentation a week and a half ago was not a threat it was a statement of their position. Council is completely free to choose to negotiate additional or different terms it is Councils choice. The mandate however, under city code is to assure that the Development Agreement properly incorporate the MPDs Conditions of Approval.
4. **Protections** – noted that Yarrow Bay has heard over and over during the proceedings that the public wants to be reassured that the Development Agreement includes protections for the City, that makes all the sense in the world, you want to protect the City as an entity, protect existing residents, protect the

City's Natural Resources and the Development Agreements provide those protections. Issues that have been argued the most:

- **Sensitive Areas** – have been identified and delineated at the site specific level they are surveyed and they are mapped on the constraint maps which were provided to Council in the September 29th package were a bit more legible than the ones that were provided in the June 2011 version and encourage Council to look at those and understand what they show. That surveying and mapping delineations not only assures protection of those areas, but it also assures Yarrow Bay that its development plans was designed to avoid impacts to the greatest degree possible. They don't want to plan for a developmental parcel or roadway in the middle of a sensitive resource and so that is why you go out and do all of the surveying and all of the sensitive analysis work up front so you understand what it is you need to protect.
- **Wetlands** – both project sites for The Villages and Lawson Hills the wetlands were delineated and categorized using the city's applicable methodologies. That work was based on site specific study and analysis and that site specific study and analysis goes beyond what Council adopted in the Sensitive Areas Ordinance and the Best Available Science that Council reviewed and enacted. Heard the concern that there is a new Federal manual that was published in March 2011 and the assertion that all of the wetlands on both projects should be re-evaluated under that manual, we heard that argument made to the Hearing Examiner as well and in Exhibit 272 in front of the Examiner you will find information from our wetland scientist including a quote, "the intent of the new manual is to bring the core up to date with current knowledge and practice in the region and not to change the way wetlands are defined and identified". The Department of Ecology has further confirmed that based on the Department of Ecology's experience it is very rare that wetland boundaries will differ when applying the State manual vs. the new Federal manual. The two manuals should result in the same boundary. In Exhibit 272 there is also our wetlands scientist confirmation that in his professional opinion the wetlands delineations would not change if you went out and re-did them using the new manual. Wetlands are regulated at multiple levels. Under the Growth Management Act the City is required to identify and protect sensitive areas, that is why you have chapter 19.10 in your code and it means all of wetlands in the City are under your jurisdiction. Both our projects have been specifically designed to avoid impacts to the greatest degree possible, but we know that we have some road crossings primarily designed to go across existing logging roads and when we have to build a road crossing that is the time we notify the Corp of Engineers which then trigger there involvement with possibly the involvement of the Department of Ecology.
- **Mine hazards** – there was an allegations that the mine hazard language that Yarrow Bay proposed in the Exhibit C-7 that was given to Council

September 29th submittal, there was an allegation that the language proposed referred to later “agreement” regarding the location of the additional potential mine hazard areas and that instead the City should exercise its authority to approve those boundaries. She stated she wanted to be clear that the language using the word “agreement” is directly out of the Hearing Examiners recommendation on page 62. There was an implication that we had tried to change that and hide the ball and we are not, we just took the Examiners language and put it into our package to Council.

- **Design and construction standards** - there were concerns that during project build-out; construction might not go as planned. Particularly raised about wetlands with the request that the Development Agreement be amended to address restoration in sensitive areas and she thinks that staff touched on this issue as well. The City has already adopted Engineering Design and Construction Standards those are explicitly part of the Development Agreement through Exhibit E and those Design and Construction Standards require the clearing and grading limits be established prior to construction beginning on a site so there are protections already in place to avoid the scenario of someone driving a piece of construction equipment into a sensitive area. Beyond that, the City already has adopted a Code Enforcement Ordinance which is in the Development Agreement in Exhibit E and provides the City the authority all it wants to bring enforcement action and seek correction in the event a problem occurred.
- **Quality of the MPD development** – the City has already assured that the MPD development will be high quality and the Development Agreements further that assurance. The City did this by requiring a Master Planned Development instead of piece meal lot by lot divisions and strip malls. Master Planned Development allows projects to be clustered it allows low impact techniques and it allow master planned infrastructure which are critical to having high quality visual product at the end. City assured high quality development by adopting the MPD framework design standards and guidelines back in 2009. And in addition the MPD conditions of approval now implemented through the Development Agreements include on top of those framework design standards and guidelines project specific design guidelines in Exhibit H of each Development Agreement to further control the aesthetics of this build-out and together they really do assure that this build-out will be different and will achieve small town character. She quoted Randall Arndt, “The MPDs contain and there are a number of features that he believes are essential in building strong communities. Confident that the City of Black Diamond in concert with Yarrow Bay will be able to do a much better job than other nearby communities has done in attaining the City’s vision for growth while maintaining a historic small town character that is essential to Black Diamond’s community and identity”. In addition to meeting those design guidelines and providing that quality

aesthetic the Development Agreements assure that all implementing projects also will be subject to regular permit review and SEPA review by city staff that includes opportunity for public input as well. That assures that site specific impacts if not already been disclosed and reviewed if significant are going to be mitigated.

- **Transportation** – the MPD conditions of approval included an extensive comprehensive approach to assure that the transportation mitigation already exists and is tested and re-tested to make sure it works and to address the unlikely event that the current mitigation list is not enough. There are other provisions that were mentioned for periodic reviews and Council sets the timing for that, the first one was set at 850 dwelling units Council did that in the MPD conditions and approval, subsequent periodic reviews the timing for that will be set by Council, that's the time that new models are run and new or different mitigation can be imposed. In addition as we described in our opening presentation, we think and city staff crafted the conditions of approval to already assure proactive construction transportation mitigation to give Council and the community more than the city is getting in their transportation concurrency programs. But despite that we have also agreed to the Hearing Examiners recommendation and have added in with compliance with the City's concurrency standards.
- **Fiscal sections of the Development Agreement** – we have heard concerns that the fiscal sections of the Development Agreements that were drafted by Yarrow Bay needed to be reviewed by an independent consultant to assure protections for the City. In fact, it was the City's independent consultant Randy Young, who offered the current fiscal sections of the Development Agreements in section 13.6, and there are many of protections for the City in that part of the Development Agreement.
- **Funding Agreement** – we also heard that the Funding Agreement isn't protected enough, that the Funding Agreements should be processed separately from the Development Agreements and that Yarrow Bay has recommended implementing conditions about the funding agreement doesn't apparently do what the Hearing Examiner has asked for and none of that is true. The Hearing Examiner found the funding agreement "reasonably assures that the projects will not impose a financial burden on Black Diamond residents" this is about growth paying for growth. Second, the Hearing Examiner said that the Development Agreements include the proposed funding agreement that assures compliance with the MPD conditions of approval with no adverse impact requirement, again, growth paying for growth. The Hearing Examiner asked that the funding agreement be executed prior to the acceptance of any implementing projects or prior to the execution of the Development Agreements. What Yarrow Bay proposed to Council in the September 29th Exhibit C-7 is that the proposed Development Agreement simply provide for concurrent approval of the Development Agreement and its

Exhibit N – which is the Funding Agreement. Approval of the Development Agreement as it stands is approval of the Funding Agreement and together they assure that growth pays for growth unlike surrounding communities.

Ms. Rogers noted that in conclusion before she hands the presentation over to Brian Ross is that the Development Agreements before Council including the revisions to meet the Examiners recommendations implementing conditions provides substantial protection to the city and their residents they assure that all of the MPD conditions of approval are implemented and will be enforced throughout build-out and feels they are something Council and the City can be proud of.

Mr. Brian Ross stated that city staff has done a good job, a lengthy negotiation over the last year between Yarrow Bay staff and city staff. He stated he appreciated the engaged public and their ideas and suggestions on how to make the projects better. He stated Yarrow Bay has done its best to address those concerns. He noted that recently there have been very few new ideas, but more of personal attacks, attacks on the process and misinformation about the Development Agreements cited over and over by the multiple commenters. He stated just because you say the same thing over and over doesn't necessarily mean it's true. He believes although for some it may not have been intentional, but for others it was meant to cause confusion. For example a response to the Hearing Examiners recommendation was not in any way to act as a threat it was more of the opportunity to move the process forward to keep this process productive and offer written feedback that citizens could constructively comment on during their oral and written testimony. Mr. Ross stated that Yarrow Bay has done its best to provide the facts and Council has been paying attention to the facts in the record and not necessarily the rhetoric or talking points. He stated he would like Council to continue to separate the facts from the talking points as we move forward. He noted that over and over again it has been heard the only the Hearing Examiner has been the only non-biased party in this proceedings and we agree, as an independent third party we should respect his recommendations. Mr. Ross stated Yarrow Bay didn't get everything they wanted nor did every comment from the opposition warrant a new condition from the Hearing Examiner either. The Hearing Examiner recommended approval of the Development Agreements and ask the Council to follow that recommendation. Over a week ago Mr. Ross was before Council with their position on the recommendations from the Hearing Examiner and he reiterate today, if the Council is willing to accept the Hearing Examiners recommended conditions with Yarrow Bays implemented language proposed in the opening written presentation, so is Yarrow Bay. He thanked Council for their careful consideration and asked if Council had any questions.

Councilmember Hanson asked about the proposal in the Development Agreement regarding the buffers, there has been a lot of confusion about that. The wetlands have been delineated each one out in the field on the ground, her concern is the buffers and the slopes and that's crafted in there that those can change as each one of those are implemented.

Mr. Ryan Kohlmann noted that it has to be based on specific site and investigations and there is a range on how much that buffer can be increased. Part of what we did with the updated constraint maps in the September 29th submittal was to remove the buffers so as they are doing specific implementing applications those features would be evaluated and would have to be set forth in a report and the staff would make a recommendations and ultimately the approval would establish what those buffers are in the future.

Councilmember Boston noted that one of the concerns that he heard was that the wetlands and the buffers were fixed. Possibly by the impact of the development itself those wetlands could change, not say that they will but they could, looking for some reassurance that as you do particular parcels that there is an evaluation when you look at the map and are those boundaries are fixed.

Mr. Ross stated that the requirements to fix the boundaries arise out of the MPD condition of approval and that is why you see that language on the Development Agreements. Typically the concern is as you develop property, wetlands shrink and the water sources dry up and this will assure that there is no future encroachment on what might be a wetland today that over 10 to 15 years' time maybe wouldn't be typed as a wetland necessarily. The way the condition is written really protects the City.

Councilmember Mulvihill noted she had heard some concerns about the constraint maps not making the boundaries look continuous, that there was a core and then a smaller wetland and then more of the core and on and on. How are you going to ensure that they are connected and they still need the same type of boundaries?

Ms. Rogers noted they actually did do that work to determine (in The Villages property) that they are not actually connected wetlands they flow in different directions; they have that in the Hearing Examiners exhibits and provide you a site to those studies.

Councilmember Hanson stated that there has been a lot of concern regarding how much time we have to deliberate and it was brought up in the beginning of this process before the recusals in November Mr. Boston is going to be gone, we may need more time than the month, we want to go through this thoroughly and make sure everything is crossed and dotted.

Mr. Ross stated that they understood that and that is one of the reasons why they shortened their timeline that Council had given them. He stated that he would also suggest that Council use city staff if they have questions since staff has been through the documents thoroughly and staff knows the document inside and out.

Mayor Olness closed the testimony and stated that the next item on the agenda is Council deliberations which will need to be continued. She stated that she would like to formally ask Yarrow Bay if staff submits by Friday October 14, if Yarrow Bay would agree to that.

Ms. Rogers responded yes, but not earlier.

Mayor Olness repeated the rules of posting on the website and party of record response times. Which would give the 17 18 and 19 to respond for party of record and staff and applicant have three days from then. Staff has agreed to have there's by Friday October 21st and formally asked Yarrow Bay if they were in agreement as well.

Ms. Rogers responded yes.

Mayor Olness noted to Council that they would be able to start their Council Deliberations on Monday, October 24 and asked if 4 p.m. would be a good time, so they have more time for deliberations. Mayor Olness stated that the Council needs to set a start date for deliberations and went through the rest of the available dates to continue on for the deliberations.

EXECUTIVE SESSION:


ADJOURNMENT:

A **motion** was made by Councilmember Boston and **seconded** by Councilmember Hanson to continue the hearings on Monday, October 24 for Council Deliberations at 4:00 p.m. in the Council Chambers. Motion **passed** with all voting in favor (3-0).

ATTEST:



Rebecca Olness, Mayor



Rachel Pitzel, Deputy City Clerk