



### **Public Works Committee Meeting Agenda**

Microsoft Teams Virtual Meeting

City Hall - 300 Fourth Street

4:00 PM June 09, 2021

#### **Call to Order**

#### **Action Items**

- 1. Approve Minutes from May 5, 2021**
- 2. Interlocal Agreement with Bertrand and North Lynden Water Improvement Districts**  
The City is applying for a Port Small Cities Grant to help with funding to facilitate better stormwater solutions in the West Lynden Business area.
- 3. Traffic Impact Fees for Pepin Creek**
- 4. Vinup Road Street Striping Reconfiguration**  
Refer to exhibit that shows how the changes would look. Left-hand turn lanes would be retained at Bridgeview and Aaron Drives. The center-turn strip would also be preserved from Aaron Drive north to Badger Road. There are no driveways in this section of roadway.
- 5. Crosswalks on Depot Road at Apple Valley Apartments and Vinup at Edgewater Lane**  
Staff is improving the ramps at both of these locations. Should crosswalks be installed? Feedback from the Public Safety Committee was that there are busier intersections on Main Street. Discuss whether to add an additional crosswalk at either Double Ditch Road or 17th Street.
- 6. Request for Crosswalk - Across Bradley Road at Bradley Meadows Lane**  
Staff received a request for a crosswalk on Bradley Road at Bradley Meadows Lane, citing increased pedestrian traffic to and from the high school due to the new residential housing in the area.
- 7. Sidewalk Use Code Amendment**  
Proposed amendment to the City's Sidewalk Use Code as discussed with Overflow Taps at the Public Works Committee meeting on May 5th.
- 8. Request for Speed Bump on Aaron Drive near Oak Street**  
Mark West (2203 Oak Street) emailed staff requesting that a speed bump be installed on Aaron Drive near Oak Street.

## **Information Items**

### **9. Grant Application Update**

- 1) West Front Street approved by EDI Board. To County Council on June 15th.
- 2) Benson Road (Sunrise to Badger Road) STBG Grant presented to TTAG requesting \$800,000. Scoring is in early June and will then be forwarded to the Transportation Policy Board on July 14th. This will be coordinated with the planned WSDOT construction of a compact roundabout in 2023.

### **10. Forge Fitness Lease Amendment**

### **11. PROJECT - Stormwater Decant Facility**

The pre-engineered building will be delivered on August 20th. Staff is looking at a change order for work to provide a main waterline loop along the western side of the City shop property to match with the new line being put in place by the private development on their south property line.

### **12. PROJECT - Guide Meridian Pump Station #17**

This project is on hold pending development plans for commercial/mixed-use property coordination with the Pump Station site.

### **13. PROJECT - Jim Kaemingk Sr. Trail Gap - Depot Road to Main Street**

SEPA has been submitted. The shoreline permit will be submitted as soon as the SEPA is completed. The design is 60% complete.

## **Adjournment**

**Next Meeting:** July 7, 2021

# CITY OF LYNDEN

## PUBLIC WORKS DEPARTMENT

Main Number: (360) 354-3446



### Public Works Committee Meeting Minutes

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

#### Call to Order

#### Roll Call

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

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

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

#### Action Items

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

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

##### Action:

***The minutes from April 7, 2021 were approved.***

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

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

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

##### Action:

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

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

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

A ribbon cutting is tentatively scheduled for May 24<sup>th</sup>.

**Action:**

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

**4. Overflow Taps Outdoor Seating Proposal**

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

**Action:**

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

**Information Items**

**5. Puget Sound Energy Road Closure on West Main Street**

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

**6. Airport Tree Survey**

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

**7. Whatcom Conservation District Educational Outreach - Spring, 2021**

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

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

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

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

### 9. Planned 2021 Grant Applications

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

### 10. KOA Stormwater Pond Issues

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

### New Business:

### 11. Front Street Directional Signage

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

### 12. Vinup and Edgewater Crosswalk

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

### 13. Interlocal Agreement , Lynden Levee repair

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

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

**Next Meeting:** June 9, 2021

**AGREEMENT BETWEEN THE CITY OF LYNDEN, BERTRAND WATERSHED  
IMPROVEMENT DISTRICT, NORTH LYNDEN WATERSHED IMPROVEMENT  
DISTRICT, DIKING DISTRICT #4, AND DRAINAGE IMPROVEMENT DISTRICT #1.  
RELATING TO PROVIDE FUNDING SUPPORT FOR WEST LYNDEN AREA  
DRAINAGE PLANNING AND IMPLEMENTATION OF PROJECTS IDENTIFIED IN  
DRAINAGE PLANNING**

This Agreement is made and entered into by and between the City Of Lynden (hereinafter referred to as the “City”), Bertrand Watershed Improvement District (hereinafter referred to as “BWID”), North Lynden Watershed Improvement District, (hereinafter referred to as “NLWID”), Diking District #4 (hereinafter referred to as “DD #4”), and Drainage Improvement District #1, (hereinafter referred to as “DID #1”).

**WHEREAS**, the City of Lynden seeks to develop the Pepin Creek residential zone and the West Lynden Industrial Park in a manner addressing stormwater that is consistent with the drainage needs of the surrounding agricultural area; and

**WHEREAS**, the BWID and NLWID are special purpose districts generally encompassing most of the agricultural lands to the north, west, and south of the City of Lynden and are created pursuant to RCW 87.03; and

**WHEREAS**, the DD #4 and DID #1 are special purpose districts generally encompassing most of the agricultural lands to the west and south of the City of Lynden and are created pursuant to RCW 85; and

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

1. **PURPOSE.** The purpose of this Agreement is to set the terms whereby all parties to the agreement will mutually develop and implement Comprehensive Stormwater and Drainage planning and implementation for the West Lynden area. Initial action will be to outline potential options and explore funding partners to develop and implement preferred options.

**2. PARTY RESPONSIBILITIES**

**A. CITY OF LYNDEN RESPONSIBILITIES**

1. The City shall designate a representative to participate in the West Lynden Stormwater and Drainage work group;
2. The City shall provide 80% of the funding for projects agreed to by the work group.

**B. WID RESPONSIBILITIES**

1. Each WID shall designate a representative to participate in the West Lynden Stormwater and Drainage work group;
2. Each WID shall provide 5% of the funding for projects agreed to by the work group.

**C. DID AND DD RESPONSIBILITIES**

1. The DD and DID shall each designate a representative to participate in the West Lynden Stormwater and Drainage work group;
2. The DD and DID shall each provide 5% of the funding for projects agreed to by the work group.

### 3. PAYMENT

The WIDs, Diking, Drainage Districts will provide payment to the City to reimburse 60 percent of eligible costs of the City's expenses directed by the West Lynden Stormwater and Drainage work group in an amount not to exceed \$50,000 within thirty (30) days of receiving the City's reimbursement request.

### 4. TERM OF AGREEMENT

The period of performance for this Agreement shall be July 1, 2021 through June 30, 2024.

### 5. AGREEMENT ALTERATIONS AND AMENDMENTS

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

### 6. DISPUTES

In the event that a dispute arises under this Agreement, a dispute board shall resolve the dispute in the manner set forth in this section. The parties to this Agreement shall each appoint a member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto. In the performance of this Agreement, it is mutually understood and agreed upon by the parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance.

### 7. ASSIGNMENT

The obligations to be performed by the parties under this Agreement are not assignable or delegable by any party in whole or in part, without the prior written consent of both of the other parties.

### 8. WAIVER

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

### 9. TERMINATION

This Agreement may be terminated without cause by any Party effective upon sixty (60) days written notice, mailed postage pre-paid by certified mail, return receipt requested, to all remaining Parties last known address for the purposes of giving notice under this section. If this Agreement is so terminated, 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 termination.

## 10. SEVERABILITY

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

## 11. INTEGRATION OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

## 12. CONTRACT MANAGEMENT

No new separate legal or administrative entity is created to administer the provisions of this Agreement. No agent, employee, servant, or representative of any party shall be deemed to be an employee, agent, servant, or representative or any other party for any purpose. Each party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement. The Contract Administrator for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for the City is:

The Contract Administrator for the WIDs is:

Henry Bierlink, Executive Director  
Bertrand and North Lynden WIDs  
204 Hawley Street  
Lynden, WA 98264  
(360) 354-1337  
[henry@agwaterboard.com](mailto:henry@agwaterboard.com)

The Contract Administrator for the DD #4, and CID #1 is:

Paula Harris, River and Flood Manager  
Whatcom County Public Works Department  
322 N. Commercial Street, Suite 120  
Bellingham, WA 98225  
(360) 778-6285  
[pharris@co.whatcom.wa.us](mailto:pharris@co.whatcom.wa.us)

## 13. COUNTERPARTS



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

14. EFFECTIVE DATE

This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor or posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**CITY OF LYNDEN**

**NORTH LYNDEN WID**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**DIKING DISTRICT #4**

**DRAINAGE IMPROVEMENT DISTRICT #1**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BERTRAND WID**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DRAFT** Transportation Improvement Projects and Programs

City of Lynden Transportation Element Update

	PID	Location (Extents)	Description	Benefit				Mode				Relative Priority	Time Frame	2021 Total Cost Estimate	2016 Total Cost Estimate
				Capacity	Safety	Connectivity	Mobility	Vehicles	Pedestrians	Bicycles	Transit				
Safety and Capacity	C-1	Birch Bay - Lynden Road and Berthusen Road	Evaluate intersection operations and install roundabout to improve future level of service when needed.	✓	✓			✓				Medium	Mid	\$1,159,000	\$1,040,000
	C-2	17th Street and Grover Street	Evaluate intersection operations and install traffic signal to improve future level of service when needed.	✓	✓			✓	✓		✓	Low	Long	\$535,000	\$480,000
	C-3	7th Street and Front Street	New connection on 7th Street will add additional volume to intersection (see Project R-1). Evaluate intersection operations and install improvements (signal/compact roundabout) to improve future level of service when needed.	✓	✓			✓	✓		✓	Low	Long	\$334,000	\$300,000
	C-6	Benson Road and Main Street	Evaluate intersection operations and install traffic signal to improve future level of service when needed.	✓	✓			✓	✓			Low	Long	\$535,000	\$480,000
	R-3	3rd St between Front and Grover	Reconstruct corridor to HBD standards (inc. 36' width), including sidewalks. Complete intersection and signal timing improvements as needed.		✓	✓	✓	✓	✓	✓		Medium	Mid	\$602,000	\$540,000
	R-4	4th St between Front and Grover	Reconstruct corridor to HBD standards with two one-way travel lanes with angled parking and center median with farmer's market area and possible use as community event space		✓	✓	✓	✓	✓	✓		Medium	Short	\$1,237,000	\$1,110,000
	R-5	6th St between Front and Grover	Reconstruct corridor to HBD standards (inc. 36' width), including sidewalks.		✓	✓	✓	✓	✓	✓		Medium	Mid	\$524,000	\$470,000
	R-6	Main Street from Berthusen E .5 mile to existing roadway	Reconstruct corridor to City standards (inc. 36' width), including sidewalks and bicycle facilities.		✓	✓	✓	✓	✓	✓		Medium	Short	\$2,821,000	\$2,532,000
	R-7	Bradley Road from Vinup Road to Line Road	Reconstruct corridor to City standards (inc. 36' width), including sidewalks and bicycle facilities.		✓	✓	✓	✓	✓	✓		Medium	Mid	\$454,000	\$408,000
	R-8A	Line Road Box Culvert Bridge Reconstruction	Reconstruct box culvert on Line Road near the KOA campground.		✓	✓	✓	✓	✓	✓		Medium	Short	\$2,540,000	\$2,280,000
	R-8B	Line Road from Badger Road to Bradley Road	Reconstruct corridor to City standard (inc. 36' width), including sidewalks and bicycle facilities, and other safety measures to address building of a new school along Line Road.		✓	✓	✓	✓	✓	✓		Medium	Mid	\$2,596,000	\$2,330,000
	R-8C	Line Road from Aaron Drive to Burlwood Way	Reconstruct corridor to City standard (inc. 36' width), including sidewalks and bicycle facilities, and other safety measures to address building of a new school along Line Road.		✓	✓	✓	✓	✓	✓		Medium	Short	\$969,000	\$870,000
	R-9	Northwood Road from Badger Road S to City Limits	Reconstruct corridor to City standard (inc. 36' width), including sidewalks and bicycle facilities.		✓	✓	✓	✓	✓	✓		Low	Long	\$5,269,000	\$4,730,000
	R-10	Kamm Road from Line Road to Northwood Road	Reconstruct corridor to City standard (inc. 36' width), including sidewalks and bicycle facilities.		✓	✓	✓	✓	✓	✓		Low	Long	\$3,698,000	\$3,320,000
	R-11	4th Street from Front Street to new Riverview Road (Project 13)	Reconstruct corridor to City standard (inc. 36' width), including sidewalks and bicycle facilities.		✓	✓	✓	✓	✓	✓		Medium	Mid	100% Developer	100% Developer
	R-12	W Front Street and Tromp from Duffner Drive to Birch Bay - Lynden Road	Reconstruct corridor to City standard (inc. 36' width), including sidewalks and bicycle facilities.		✓	✓	✓	✓	✓	✓		Medium	Long	\$4,690,000	\$4,210,000
	R-13	Double Ditch Road from Main Street to Village Drive	Maintain existing roadway width and cross-section, but complete other Reconstructs to City standards, including sidewalks.		✓	✓	✓	✓	✓	✓		Low	Long	\$568,000	\$510,000
Active Transportation	M-2	Drayton Street from 2nd Street to Depot Road	New roadway connection adjacent to Lynden City park with pedestrian facilities.			✓		✓	✓			Medium	Mid	\$1,326,000	\$1,190,000
	M-3	East Subarea	Developer funded roadways serving new developments in Eastern subarea. Alignments will be designed as part of future subarea studies. Area generally bound by Line Road to the west, City Limits to the east, Kamm Road the south and Badger Road to the north.			✓	✓	✓	✓	✓		Medium	Mid	100% Developer	100% Developer
	M-4	North Subarea	Developer funded roadways serving new developments in Northern subarea located primarily in the City's UGA. Alignments will be designed as part of future subarea studies. Area generally bound by SR 539 to the west, Benson Road to the east, city limits to the south, and Badger Road to the North.			✓	✓	✓	✓	✓		Low	Long	100% Developer	100% Developer
	M-5	West Subarea - North-South Connection	Developer funded roadway extending Tromp Road to W Main Street serving new developments in West subarea. Alignments will be designed as part of future subarea studies.			✓	✓	✓	✓	✓		Low	Long	100% Developer	100% Developer
	M-6	West Subarea - East-West Connection	Developer funded roadway extending Front Street to Berthusen Road serving new developments in West subarea. Alignments will be designed as part of future subarea studies.			✓	✓	✓	✓	✓		Low	Long	100% Developer	100% Developer
	A-1	Pepin Brook New Connection - Badger Road to Main Street connection	10' paved pathway with 1' shoulder on each side adjacent to new creek alignment. Provides north/south connectivity.			✓			✓	✓			Medium	Mid	100% Developer (with M-4)
A-2	Homestead Blvd On-Street Bicycle Connection	Bicycle and pedestrian facilities on Homestead Blvd Extension providing safe connection to between Benson Road and the new Pepin Brook connection. (Completed with M-4)			✓			✓	✓			Medium	Long	100% Developer (with M-4)	100% Developer (with M-4)
A-3	Non-Street Trails Plan Projects	Paved trails based on county parks plan including new pathways adjacent to Nooksack River and Fish Trap Creek trails. (Parks Funded)			✓			✓	✓			Medium	Long	\$2,651,000	\$2,380,000
A-4	Depot to 8th Street Trail	New trail from 8th Street to Depot Road on ROW adjacent to Fishtrap Creek. Includes new 60' bridge across creek. (Parks Funded)		✓	✓	✓		✓	✓			Medium	Short	\$2,495,000	\$2,240,000

Update estimate

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TIF Eligible	TIF %	TIF Portion of Cost Estimate	TIF Notes	Grant Eligible	Grant Competitive %	Developer Funded %	Developer Portion of Cost Estimate	General City or Other Agency Transportation Funds
Y	80%	\$927,200		Y	0%	0%	\$0	\$112,800
Y	80%	\$428,000		Y	0%	0%	\$0	\$52,000
Y	80%	\$267,200		Y	0%	0%	\$0	\$32,800
Y	80%	\$428,000		Y	0%	0%	\$0	\$52,000
Y	15%	\$90,300		N	0%	0%	\$0	\$449,700
Y	15%	\$185,550		N	0%	0%	\$0	\$924,450
Y	15%	\$78,600		N	0%	0%	\$0	\$391,400
Y	15%	\$423,150		Y	85%	0%	\$0	-\$43,350
Y	15%	\$68,100		Y	85%	0%	\$0	-\$6,900
Y	0%	\$0		Y	85%	0%	\$0	\$342,000
Y	0%	\$0		Y	85%	0%	\$0	\$349,500
Y	15%	\$145,350		Y	0%	0%	\$0	\$724,650
Y	15%	\$790,350		Y	85%	0%	\$0	-\$80,850
Y	15%	\$554,700		N	0%	0%	\$0	\$2,765,300
N	0%	NA		N	0%	100%	NA	#VALUE!
Y	15%	\$703,500		N	0%	0%	\$0	\$3,506,500
Y	15%	\$85,200		N	0%	0%	\$0	\$424,800
Y	100%	\$1,326,000		N	0%	0%	\$0	-\$136,000
N	0%	NA		N	0%	100%	NA	\$0
N	0%	NA		N	0%	100%	NA	\$0
N	0%	NA		N	0%	100%	NA	\$0
N	0%	NA		N	0%	100%	NA	\$0
N	0%	NA		N	50%	100%	#VALUE!	#VALUE!
N	0%	NA		N	0%	100%	#VALUE!	#VALUE!
N	0%	\$0		Y	5%	0%	\$0	\$2,261,000
N	0%	\$0		Y	50%	0%	\$0	\$1,120,000

**DRAFT** Transportation Improvement Projects and Programs

City of Lynden Transportation Element Update

	PID	Location (Extents)	Description	Benefit				Mode				Relative Priority	Time Frame	2021 Total Cost Estimate	2016 Total Cost Estimate
				Capacity	Safety	Connectivity	Mobility	Vehicles	Pedestrians	Bicycles	Transit				
Citywide Programs	P-1	Street Overlay, Maintenance and Operations Program	Annual program to maintain and operate the City's transportation roadway infrastructure.		✓		✓	✓				Medium	Ongoing	\$11,140,000	\$10,000,000
	P-2	Bicycle Facilities and Pathways Program	Striping of City-identified bicycle routes within City limits. Some facilities may be listed above in reconstruction projects.		✓	✓	✓			✓		Medium	Ongoing	\$223,000	\$200,000
	P-3	Sidewalk / Crossing Improvement Program	Annual program to construct missing sidewalk links, repair existing sidewalks, improve crosswalk markings, and install ADA- accessible curb ramps at intersections.		✓	✓	✓		✓			High	Ongoing	\$613,000	\$550,000
Pepin Creek Projects	PC-2	Main Street Bridge @ Pepin Creek	Construct new bridge over realigned Pepin Creek											\$3,331,000	
	PC-3	Pine St Bridge (Vehicle Bridge Only)	Construct new bridge over realigned Pepin Creek											\$2,888,000	
	PC-4	Double Ditch Rd Phase 1: Pepin Creek Main Stem	Construct new Pepin Creek main stem to allow for Double Ditch Rd transportation improvements											\$8,277,000	
	PC-5	Double Ditch Rd Phase 2: Pepin Creek East/West Connection	Construct new Pepin Creek east/west connection to allow for Double Ditch Rd transportation improvements											\$1,534,000	
	PC-7	Double Ditch Rd Phase 3: Double Ditch Rd Cross Culvert	Construct new Pepin Creek cross culvert to allow for Double Ditch Rd transportation improvements											\$807,000	
	PC-8	Double Ditch Rd Phase 4: Roadway Improvements	Improve/widen Double Ditch Rd to urban standards, between Pepin Parkway and Main St (2lanes, bike/ped, shoulder)											\$4,416,000	
	PC-9	Benson Rd Pedestrian Improvements- North	Construct pedestrian improvements between Park St and new Pepin Parkway (near Sunrise Dr)											\$359,000	
	PC-10	Benson Roadway Improvements	Improve/widen Benson Rd to urban standards, between Pepin Parkway and Badger Rd (SR 546)											\$4,217,000	
	PC-11	Pepin Parkway Bridge @ Pepin Creek	Construct new bridge over realigned Pepin Creek (link with PC-12)											\$2,741,000	
	PC-12	Pepin Parkway Construction	Construct new roadway between Benson Rd and Double Ditch Rd											\$5,093,000	
PC-13	Main St. /Double Ditch Rd Intersection Improvements	Intersection widening and new traffic control (signal or compact roundabout)											\$1,433,000		
Other Agency Projects	O-1	SR 546 and Benson Road	Upgrade intersection to a roundabout consistent with designs at adjacent intersections on SR 546 corridor.	✓	✓			✓				Medium	Mid	\$1,225,000	\$1,100,000
	O-2	SR 546 and Vinup Road	Upgrade intersection to a roundabout consistent with designs at adjacent intersections on SR 546 corridor.	✓	✓			✓				Medium	Mid	\$1,203,000	\$1,080,000
	O-3	SR 546 and Line Road	Upgrade intersection to a roundabout consistent with designs at adjacent intersections on SR 546 corridor.	✓	✓			✓				High	Mid	\$1,225,000	\$1,100,000
	O-4	SR 539 (Guide Meridian) from Birch Bay Lynden to SR 546 (Badger Rd)	Add roadway capacity as part of WSDOT project. Widen roadway to 4 travel lanes between BBL and Main Street. Lane and shoulder widening north of Main Street with safety improvements. Possible roundabouts at Main and Badger Intersections.	✓	✓	✓	✓	✓		✓		High	Mid	\$24,073,000	\$21,610,000

TIF Eligible	TIF %	TIF Portion of Cost Estimate	TIF Notes	Grant Eligible	Grant Competitive %	Developer Funded %	Developer Portion of Cost Estimate	General City or Other Agency Transportation Funds
N	0%	\$0		N	10%	0%	\$0	\$9,000,000
N	0%	\$0		N	0%	0%	\$0	\$200,000
N	0%	\$0		N	0%	0%	\$0	\$550,000
N	0%	\$0						
N	0%	\$0						
Y	15%	\$1,241,550						
Y	15%	\$230,100						
Y	15%	\$121,050						
Y	20%	\$883,200						
Y	20%	\$71,800						
Y	20%	\$843,400						
Y	100%	\$2,741,000						
Y	100%	\$5,093,000						
Y	80%	\$1,146,400						
N	0%	\$0		N	0%	0%	\$0	\$1,100,000
N	0%	\$0		N	0%	0%	\$0	\$1,080,000
N	0%	\$0		N	0%	0%	\$0	\$1,100,000
N	0%	\$0		N	0%	0%	\$0	\$21,610,000

	2021 Total Cost Estimate	2016 Total Cost Estimate	TIF Contribution	TIF %	TIF Portion of Cost Estimate	Grant Contribution	Developer Contribution	Agency Contribution
Safety and Capacity	\$2,563,000	\$2,300,000	\$2,050,400	18%	\$2,050,400	\$0	\$0	\$249,600
Comidor Upgrades	\$25,968,000	\$23,310,000	\$3,124,800	18%	\$3,124,800	#VALUE!	\$0	#VALUE!
Multimodal Connections	\$1,326,000	\$1,190,000	\$1,326,000	18%	\$1,326,000	\$0	\$0	(\$136,000)
Active Transportation	\$5,146,000	\$4,620,000	\$0	0%	\$0	#VALUE!	#VALUE!	#VALUE!
Citywide Programs	\$11,976,000	\$10,750,000	\$0	0%	\$0	\$1,000,000	\$0	\$9,750,000
Pepin Creek Projects	\$28,877,000	\$0	\$12,371,500	18%	\$12,371,500			
Other Agency (State Route) Projects	\$27,726,000	\$24,890,000	\$0	0%	\$0		\$0	\$24,890,000
<b>TOTAL</b>	<b>\$103,582,000</b>	<b>\$67,060,000</b>	<b>\$18,872,700</b>	<b>18%</b>	<b>\$18,872,700</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,890,000</b>
	100%					#VALUE!	#VALUE!	#VALUE!
<b>CITY TOTAL</b>						<b>#VALUE!</b>	<b>#VALUE!</b>	<b>#VALUE!</b>

Total Costs By TIF District

\$6,501,200 District 1  
\$12,371,500 District 2  
\$18,872,700 Combined

Total Growth Trip Ends by TIF District

2032 District 1  
603 District 2  
2635 Combined

OPTION 1 Citywide TIF Only

\$18,872,700 Total Costs  
2635 Total Trip Ends  
**\$7,162.31** Cost per Trip End (TIF)

OPTION 2 Citywide TIF plus Pepin Creek Overlay

*Citywide TIF (including Pepin Creek land uses)*

\$6,501,200 Total Citywide Costs (without Pepin Creek Projects)  
2635 Total Trip Ends (includes Pepin Creek trips)  
**\$2,467.25** Cost per Trip End (TIF)

*Pepin Creek Overlay TIF (only includes Pepin Creek land uses and projects)*

\$12,371,500 Total Pepin Creek Project Costs  
603 Total Trip Ends (ONLY includes Pepin Creek trips)  
**\$20,516.58** Cost per Trip End (TIF)

OPTION 3 Citywide TIF plus Pepin Creek Overlay ALTERNATE

*Citywide TIF (including Pepin Creek land uses)*

\$7,738,350 Total Citywide Costs (without Pepin Creek Projects)  
2635 Total Trip Ends (includes Pepin Creek trips)  
**\$2,936.76** Cost per Trip End (TIF)

*Pepin Creek Overlay TIF (only includes Pepin Creek land uses and projects)*

\$11,134,350 Total Pepin Creek Project Costs  
603 Total Trip Ends (ONLY includes Pepin Creek trips)  
**\$18,464.93** Cost per Trip End (TIF)

THIS ASSUMES THAT PORTION OF PEPIN CREEK PROJECTS PROVIDES CITYWIDE BENEFIT

Assumed benefit portion = 10%





**From:** Meagan VanderVeen <[megvanderveen@gmail.com](mailto:megvanderveen@gmail.com)>  
**Sent:** Tuesday, May 18, 2021 10:45 AM  
**To:** Steve Banham <[BanhamS@LYNDENWA.ORG](mailto:BanhamS@LYNDENWA.ORG)>  
**Subject:** Crosswalk request

Hello Mr. Banham,

My name is Meagan VanderVeen. My husband and I, and our family, are residents of Lynden and live over by Lynden High School. I'm writing to request that the City of Lynden put a crosswalk across Bradley Road, at the intersection of Bradley Meadows Lane.

It has always been tricky to cross Bradley Road at that intersection as cars RARELY yield to anyone trying to cross, especially during school hours. The addition of Bradley Ct, and the residential construction that has occurred there, has already increased pedestrian traffic trying to cross Bradley Road, as has the recent placement of a WTA bus stop at that same location, on the south side of the road. I believe that the extension of Foxtail Street, connecting through to Eastwood Way, may also increase pedestrian and bike traffic, as it would be short cut to the WTA stop and potentially to the stadium end of the high school.

My family and I cross there daily and, while it has been dangerous for a while, it is becoming more and more of a hazard without any proper crosswalk markings.

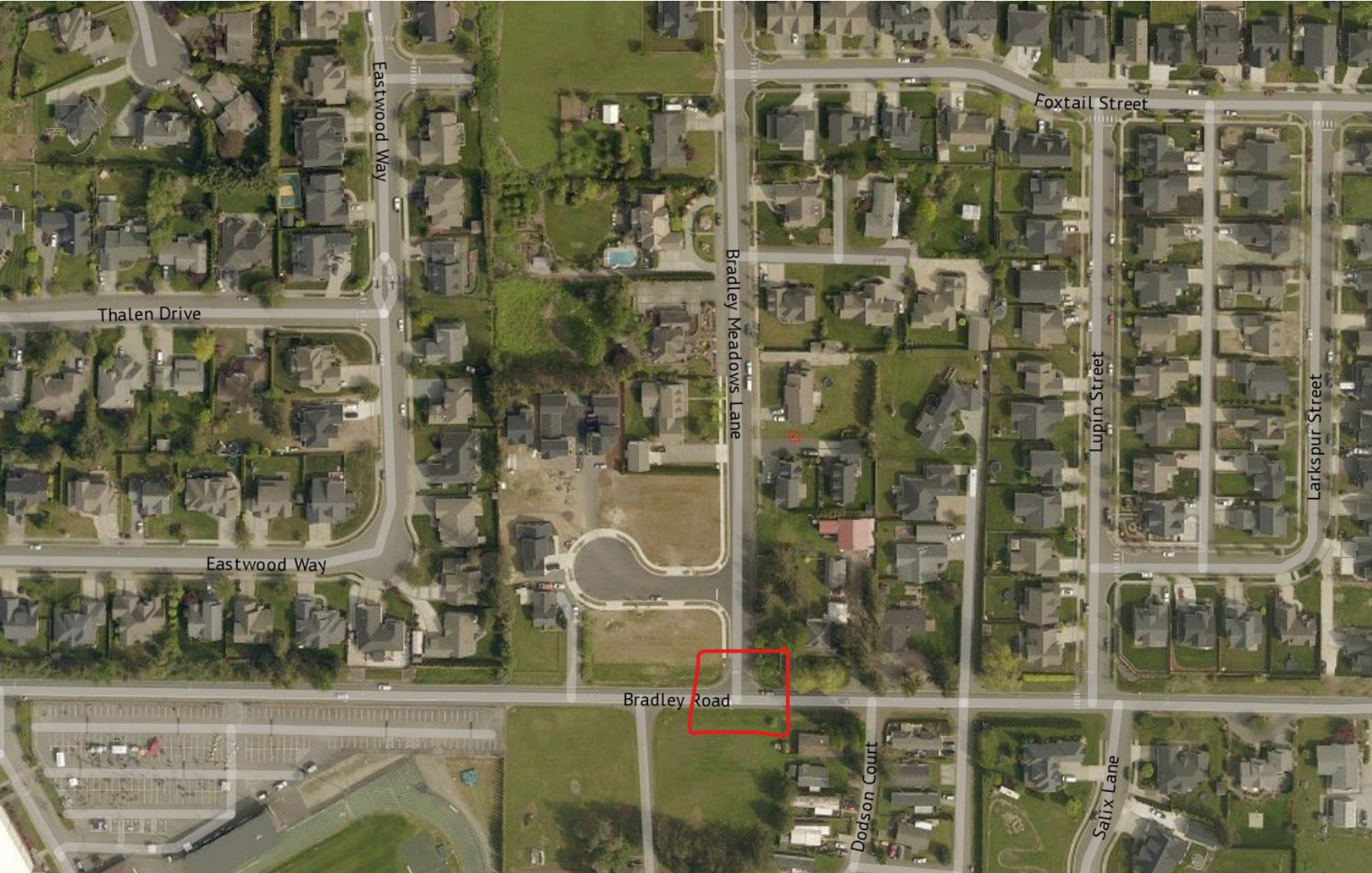
Additionally, I'm wondering if the city will be planning to continue the curb barrier that was placed along Line Road from the middle school down to the curved intersection at Bradley Road? The City of Lynden was quick to address that issue after the middle school was built, and I feel that it would be in the best interest of the city to re-visit the matter and continue the curb barrier all the way down to the high school. So many students walk along Bradley Road and a continued curb would ensure much peace of mind.

Thank you for your time and consideration in these matters. Please keep me apprised of your decision.

Sincerely,  
Meagan and Jason VanderVeen  
1384 Bradley Meadows Lane



Request for Crosswalk on Bradley Road at Bradley Meadows Lane



ORDINANCE NO. xxxx

AN ORDINANCE OF THE CITY OF LYNDEN, AMENDING SECTION 12.28  
SIDEWALK OBSTRUCTIONS

WHEREAS, Section 12.28 of the Lynden Municipal Code regulates sidewalk obstructions and use of planting strips, including infractions for violations; and

WHEREAS, from time to time certain chapters of the Lynden Municipal Code need updating in order provide clarification and to reflect minor changes needed in order to accurately reflect changes in parking needs; and

WHEREAS, The City of Lynden seeks to provide opportunity for outdoor dining areas to be placed on sidewalks adjacent to, and operated by the restaurants provided that safe pedestrian access can be maintained.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNDEN, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Section 12.28 of the Lynden Municipal Code is hereby repealed and replaced as follows:

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Chapter 12.28 - SIDEWALK OBSTRUCTIONS

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12.28.010 - Sidewalk obstructions prohibited—When.

Nothing shall be placed on any sidewalk in the city which either partially or totally obstructs or impedes the flow of pedestrian traffic except as specifically permitted in this chapter.

(Ord. 812 § A(part), 1989).

12.28.020 - Authorized partial obstruction.

Includes temporary and permanent additions to areas within the public right-of-way which may occur per the standards described below:

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A. Authorized partial obstructions related to general business use

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at:

1. Sandwich board signs or similar as permitted by the Lynden Municipal Code, and merchandise, both of which may be placed only by the owner or lessee of adjacent property per the conditions in subsection B;

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2. Items sponsored by the Downtown Business Association or the City of Lynden including public art, garbage cans and benches for use by the general public, merchandise, outdoor dining areas, and/or flower

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containers or other streetscape enhancements per the conditions in ~~sub B. of this code chapter, including the removal of posts, signs and~~

B. Conditions for partial obstructions related to general business use:

\_\_\_\_\_  
unobstructed. This area to remain unobstructed even when vehicles are parked at the adjacent curb and outdoor dining facilities are in use and must connect with adjacent unobstructed routes.

2. B. ~~The obstructions with sight triangles of intersections are intruded on property no more than thirty-two inches tall or are otherwise approved by the Public Works Department and no more than fifty inches tall. An exception is allowed for City permitted outdoor dining areas.~~

3. C. ~~—~~ No safety hazard is created. Any placement deemed to be hazardous by the Lynden ~~police~~ Public Works Department shall be immediately removed upon receipt of notice thereof by the property owner or occupant.

4. ~~Merchandise must be located within 32 inches of the building façade unless otherwise temporarily permitted by a special event permit.~~

5. D. ~~—~~ A permit is issued by the Lynden ~~police~~ Public Works department for such placement. ~~No fee shall be charged for the permit. Proof of insurance naming the City as an additionally insured and/or hold harmless covenants may be required as a condition of permit issuance.~~

(Ord. 812 § A(part), 1989).

**Commented [HG1]:** We can continue to have a fee of \$0.00 but this statement should be removed from code to give the City the flexibility to implement a fee with the unified fee schedule if Council decides it is appropriate.

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#### 12.28.030 - Use of planting strips.

Sandwich board signs, garbage cans, merchandise, flower containers, benches and/or newspaper stands may be placed on a planting strip between the street and sidewalk in CS, CSC, RS and I zones; provided, that they are at least twenty feet from any street intersection, are less than fifty inches high and do not constitute a safety hazard in the opinion of the Lynden police and public works departments. No fee shall be charged for the permit which is issued by public works. Use of the planting strip shall not interfere with LID BMPs or infiltration functions.

(Ord. 812 § A(part), 1989).

**(Ord. No. 1541, § 8, 12-4-2017)**

#### 12.28.040 - Placement of bike racks, benches or newspaper stands.

Bicycle racks, benches or newspaper stands may be placed only at locations approved in advance by the public works director.

(Ord. 812 § A(part), 1989).

#### 12.28.050 ~~Existing signs allowed.~~ **Reserved**

~~Sandwich board signs in place before October 1, 1988, may remain in place even though they violate Section 12.28.020 or 12.28.030; provided, that they do not, in the opinion of the Lynden police department, constitute a traffic safety hazard.~~

(Ord. 812 § A(part), 1989).

#### 12.28.060 - Penalty.

The penalty per violation of this chapter shall be as follows:

- A. First offense within one year—Twenty-five dollars;
- B. Second offense within one year—Seventy-five dollars;
- C. Third and subsequent offense within one year—Three hundred dollars.

(Ord. 812 § A(part), 1989).

#### Section 2 – Severability.

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

Section 3 – Effective Date.

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor, otherwise as provided by law, five days after the date of its publication.

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

MAYOR

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_

CITY ATTORNEY

**FIRST AMENDMENT TO RECREATIONAL FACILITY LEASE AGREEMENT**

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

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

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

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

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

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

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

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

**In Witness Whereof**, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
LESSOR (Mayor Scott Korthuis)

\_\_\_\_\_  
Date

\_\_\_\_\_  
LESSEE (Forge Fitness)

\_\_\_\_\_  
Date

Acknowledged by City Clerk:

\_\_\_\_\_  
CITY CLERK (Pamela Brown)

\_\_\_\_\_  
Date

STATE OF WASHINGTON )  
 )  
COUNTY OF WHATCOM )

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

DATED: \_\_\_\_\_

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

STATE OF WASHINGTON )  
 )  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as President of Forge Fitness to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

DATED: \_\_\_\_\_

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