

# CITY OF LYNDEN

PARKS DEPARTMENT

Main Number: (360) 354-6717



## Parks Committee Meeting Agenda

City Hall - 300 Fourth Street

4:00 PM October 18, 2021

### Roll Call

### Action Items

1. Approval of Parks Committee Minutes- Sept. 20, 2021
2. Review and approve Exclusion ordinance
3. Approve scope of work and fees for SHKS re: Benson barn
4. Approve "Draft" Dickinson Park Conservation Stewardship Plan
5. Signs for Parks
  - Painted or Sandblasted ?
  - Painted=\$700 ea.
  - Sandblasted on 1.5" redwood= \$1,300 ea.
  - Sandblasted on 1.75" redwood- \$1,450 ea.
  - Signs Plus- \$2,673 ea.-Other thoughts/ideas?

### Information Items

6. Glennig property
  - First & Second priorities
  - Playground equipment-Restrooms
  - Many more suggestions
  - Harlan and committee will be working on getting more donations
7. Updates on Parks projects:
  - Benson Park**
    - Environmental inspection done.
    - No asbestos, some lead paint in the milking parlor
  - Dickinson**
    - House inspection done- plenty of areas to look at
    - Extra flooring from the Fire station will be relocated to the basement
    - House rental
    - How soon?

- Minimum term of 1 year?
- \$2,000 per month if tenant mows and takes care of planted area around the house
- \$2250 per month if Parks Dept does the lawn care
- Community meeting was held on October 7, 2021, 68 in attendance
- Copy of comments attached

### **Depot to 8th Trail**

- Possible change in location of trail to 8th St. ?

### **8. Berthusen Park sign ideas**

Pay with funds allocated to the Terry De Valois memorial fund

### **Items Added**

**Next Meeting:** November 15, 2021

# CITY OF LYNDEN

## PARKS DEPARTMENT

Vern Meenderinck, Parks Director  
(360) 354 - 6717



### PARKS COMMITTEE MINUTES

4: 00 PM. Sept 20, 2021

#### 1. ROLL CALL:

**Members Present:** Councilors Ron DeValois, Mark Wohlrab, and Nick Laninga

**Staff Present:** City Administrator John Williams; Parks Director Vern Meenderinck; Parks Admin. Assistant Nancy Norris; and Brent DeRuyter Park Maintenance Supervisor

#### 2. ACTION ITEMS:

##### A. Approval of Parks Committee Minutes- August 23, 2021

DeValois asked for a motion to approve the minutes Wohlrab motioned to approve the August 23, 2021, minutes and Laninga approved the motion.

**Action:** *The Parks Committee Minutes from August 23, 2021, were approved.*

##### B. Fees for park usages for 2022.

Copy of Resolution 983 from 2018

Draft fees for 2022 Parks Committee reviewed the recommend Park Fees.

**Action:** *Wohlrab motioned to forward the 2022 Park Fees to City Council and recommend Council approve the 2022 Park Fees, Laninga and DeValois concurred.*

##### C. Approve Professional Service Agreement

With SCJ Alliance and forward to full council. No Action needed from Parks Committee; this was already approved by council. Final signatures are all that is needed.

##### D. Draft Exclusion from Chief Taylor

Okay to send on to legal for final review. Parks Committee reviewed the draft exclusion policy prepared by Chief Taylor and agreed to forward it on for legal review.

**Action:** *Councilor Wohlrab motioned to send the Exclusion ordinance for legal review, Laninga and DeValois concurred.*

##### E. Signs by Ben deRegt

Ben deRegt has already refurbished the signs at the Annex & Centennial Park, Mr. deRegt also will make new signs; but only painted not sand blasted.

# CITY OF LYNDEN



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Shall we have Mr. deRegt give us prices for signs for the smaller parks or do we want them sandblasted (raised letters etc.)?

Parks Committee would prefer that the Park Signs be sandblasted and Mr. deRegt do the painting. Needed Park signs include Patterson, Greenfield, Northwood Indian Jim, Dickinson, and Benson.

Mr. deRegt has offered to refurbish the Berthusen sign at the corner of Badger Rd. and Berthusen Rd. The fee for this sign is \$1100.

**Action:** Parks Committee asked to get quotes for sandblasted signs from North Stars Signs, Sign's Plus and the Sign Post. It was agreed to have Mr. deRegt refurbish the Berthusen Sign at the corner of Badger Rd. and Berthusen Rd.

### 3. INFORMATION ITEMS:

#### A. Glennig property

Community meeting held on Sept 16, 2021, approx. 30+ community members attended, Harlan announced the money was raised in full! Now to start planning and envisioning for the future generations. Many people made suggestions, but also took home the Planning/Suggestion form to return with their ideas.

Dave Timmer added a Comments and suggestions form to the City Website, for others to participate in adding their suggestions for this park property.

#### B. Updates on Parks projects:

##### Benson Park

Waiting for final contract with SKHS.

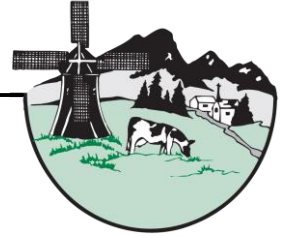
An asbestos and lead study has been completed. There is no asbestos, and some lead paint in the milking pallor.

##### Dickinson Park

The House will be available at the end of the month, it will be advertised for City employees first, lease price \$2000. Including leasehold excise tax, duties will include mowing the lawn and maintaining the grounds, lawnmower provided. Term 1year lease. A house inspection will be done, and the basement carpets replaced.

Set at time and date for a community meeting regarding plans for the park. The city has been contacted by several neighbors requesting information on what the plans for the park and parking etc. will be.

# CITY OF LYNDEN



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**Parks Committee agreed to meet with the Community Oct. 7, 2021, at 6:30pm at the City Annex Council Chambers.**

### **Depot to 8<sup>th</sup> Trail**

Purchase agreement with VG Lumber for needed property, in process.

### **C. Succession Plan**

We have 2 applications from within the City of Lynden  
Interviews will take place toward the end of September.

### **4. ITEMS ADDED:**

#### **Review City Ordinance on camping on/in Public Parks.**

Mr. Wohlrab ask that the City review its City Ordinance regarding to overnight camping in Parks and Public property.

#### **Motorized Transportation on Trails.**

With new motorized bikes and scoters skateboards etc.... Parks Committee questioned if these are allowed and if this Ordinances should be reviewed and updated?

Meeting Adjourned 5:12pm.

### **NEXT MEETING DATE**

**October 18, 2021.**

**NOTICE OF VIOLATION AND EXCLUSION FROM PARKS  
CITY OF LYNDEN, WASHINGTON**

Name: \_\_\_\_\_  
Last First Middle

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ DOB: \_\_\_\_\_ HT: \_\_\_\_\_ WT: \_\_\_\_\_ Hair: \_\_\_\_\_ Eye: \_\_\_\_\_

**NOTICE OF VIOLATION AND EXCLUSION**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at about \_\_\_\_\_ AM / PM , while in a City of Lynden park, park facility, or program, you violated the following statute(s), ordinance(s), or rule(s):

\_\_\_\_\_  
by doing the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You have received \_\_\_\_\_ other notices of violation in the past year. Because of your conduct and the number of prior violations, you are hereby excluded from the following parks, park facilities, and/or programs: \_\_\_\_\_  
\_\_\_\_\_ for a period of \_\_\_\_\_ .

The exact boundaries of each park listed may be found at: <https://www.lyndenwa.org/parks/>.

This notice of violation and exclusion is effective on \_\_\_\_\_ and expires on \_\_\_\_\_.

**NOTICE OF WARNINGS AND RIGHTS**

1. You are prohibited from entering or remaining in or on the park property described above for any reason during the noted period of time.
2. If you enter in or on the park property described above for any reason during the period of exclusion, you may receive a further notice of violation and exclusion and/or be arrested for criminal trespass.
3. If the exclusion period is greater than thirty (30) days, you may appeal this notice of violation and exclusion in writing requesting a hearing to the park hearings officer (City Administrator) at 300 4<sup>th</sup> Street, Lynden, WA 98264. Your appeal must be filed within ten (10) days after the issuance date of this Notice and must be accompanied by a copy of this Notice. You may submit a written statement with your appeal notice explaining why the exclusion is invalid or improper, or why the duration of the exclusion should be shortened. All written materials including this Notice will be considered at the hearing, which will occur fourteen (14) days after the park hearings officer receives the appeal request, or as soon thereafter as reasonably feasible. Additional information about the appeal process can be found in the City of Lynden Municipal Code 12.24.164.

\_\_\_\_\_  
Signature of Recipient

I, \_\_\_\_\_, certify under penalty of perjury that the foregoing is true and correct.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Official



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LYNDEN, COUNTY OF WHATCOM, AMENDING CHAPTER 12.24 OF THE LYNDEN MUNICIPAL CODE TO ALLOW FOR THE EXCLUSION OF ANYONE WHO VIOLATES PROVISIONS OF THE LYNDEN MUNICIPAL CODE, REVISED CODE OF WASHINGTON, OR PARK RULES IN A CITY OF LYNDEN PARK BY WRITTEN NOTICE

WHEREAS, the City of Lynden (“City”) has experienced an increase in certain behavior among visitors to city parks that is damaging to park infrastructure or disruptive to the enjoyment of such parks by the wider public, including harassment, bullying, and other violations of the City code; and

WHEREAS, the City passed an ordinance addressing prohibited uses and activities in City parks but provided no process for law enforcement to follow to exclude persons from the parks; and

WHEREAS, the City desires to amend the Lynden Municipal Code to expressly allow any law enforcement officer of the City of Lynden to temporarily exclude from city parks anyone who violates provisions of the City code, the Revised Code of Washington, or any park rules; and

WHEREAS, this ordinance is declared to be an exercise of the policy power of the City of Lynden, and its provisions shall be liberally construed for the preservation and protection of the natural environment, public peace, health, safety, and welfare; and

WHEREAS, the foregoing recitals are material findings and declarations of the Lynden City Council;

NOW THEREFORE, BE IT ORDAINED as follows:

Section 1. Chapter 12.24.200 - .230 of the Lynden Municipal Code are hereby added to the Code as follows:

**12.24.200 Exclusion.**

Any law enforcement officer of the City of Lynden may exclude from a Lynden city public park (“city park”), by delivering an exclusion notice, anyone within a city park who:

- A. Violates any provision of or within this chapter; or
- B. Violates any park rules as defined in this chapter; or
- C. Violates any provision of the City of Lynden Municipal Code or Revised Code of Washington.



The person subject to exclusion (“subject”) need not be charged, tried or convicted of any crime or infraction in order for any exclusion notice to be issued or effective. The exclusion may be based upon observation by the law enforcement officer or upon civilian reports that would be ordinarily relied upon by the law enforcement officer in determination of probable cause. At the time of exclusion of any person from a city park, the law enforcement officer shall deliver to the subject the exclusion notice either in person or by First Class Mail and Certified Mail to said subject at their last known address. The exclusion notice shall be deemed issued and effective immediately upon in person delivery, or in the event of mail delivery, two business days after the date of mailing, as documented by an affidavit of mailing.

The issuance of an exclusion notice shall be in addition to other penalties authorized under this chapter.

**12.24.210 Duration of exclusion.**

- A. If the subject has not been excluded from any city park by an exclusion notice issued within one year prior to a committing a violation identified in LMC 12.24.200 (“violation”) and the current violation is not a felony offense or an offense involving possession or use of weapons or controlled substances, then the subject may be excluded from all city parks for a period of thirty (30) days from the date of issuance of the exclusion notice.
  
- B. If the subject has been issued only one prior exclusion notice within one year prior to the violation and neither the current violation nor the previous violation is a felony or an offense involving possession or use of weapons or controlled substances, then the subject may be excluded from all city parks for a period of ninety (90) days from the date of issuance of the exclusion notice.
  
- C. If the subject has been issued two prior exclusion notices within one year prior to the violation and neither the current violation nor the previous violations are a felony or an offense involving possession or use of weapons or controlled substances, then the subject may be excluded from all city parks for a period of six (6) months from the date of issuance of the exclusion notice.
  
- D. If the subject has been issued three prior exclusion notices within one year prior to the violation and neither the current violation nor the previous violations are a felony or an offense involving possession or use of weapons or controlled substances, then the subject may be excluded from all city parks for a period of one (1) year from the issuance of the exclusion notice.
  
- E. If the subject has committed a felony offense, or an offense involving possession or use of weapons or controlled substances, the subject may be

excluded from all city parks for a period of one (1) year from the issuance of the exclusion notice.

F. If the subject returns to any city park during the time of exclusion, he or she will be subject to arrest and prosecution for criminal trespass.

The exclusion notice rules set forth herein are summarized below:

Type of Offense	First	Second	Third	Fourth
Park Rules Violation; LMC Violation or Misdemeanor offense	30 days	90 days	6 Months	1 Year
Felony/Weapons/Drugs	1 Year			

**12.24.220 Notice and appeal.**

A. The exclusion notice shall be in writing and shall contain the date of issuance. The exclusion notice shall specify the length and places of exclusion. It shall be signed by the issuing law enforcement officer. Warning of the consequences for failure to comply shall be prominently displayed on the notice.

B. Only the park hearings officer as defined in LMC 12.24.230, and only after a hearing, may shorten or rescind an exclusion notice.

C. A subject receiving an exclusion notice longer than thirty (30) days may seek a hearing before the park hearings officer to have the exclusion notice shortened or rescinded. The request for a hearing shall be delivered to the park hearings officer’s office no later than ten (10) days after the issuance date of the exclusion notice, as determined under LMC 12.24.200. The request for a hearing shall be in writing and shall be accompanied by a copy of the notice on which the hearing is sought. The hearing should occur within fourteen (14) days after the park hearings officer receives the request, or as soon thereafter as reasonably feasible. The park hearings officer shall take reasonable steps to notify the subject of the date, time, and place of the hearing.

D. At the hearing, the violation must be proven by a preponderance of the evidence in order to uphold the exclusion notice. If the notice was issued because of the alleged violation of any criminal law, the offender need not be charged, tried or convicted for the exclusion notice to be upheld. The notice establishes a prima facie case that the subject committed the violation as described. The park hearings officer shall consider a sworn report or a declaration under penalty of perjury as authorized by RCW [9A.72.080](#), written by the issuer, without further

evidentiary foundation. The park hearings officer may consider information that would not be admissible under the evidence rules in a court of law but which the hearings officer considers relevant and trustworthy. The proceedings of any hearing held under this section shall be recorded.

E. If the violation is proven, the exclusion notice shall be upheld; but upon good cause shown, the park hearings officer may shorten the duration of the exclusion. If the violation is not proven by a preponderance of evidence, the park hearings officer shall rescind the exclusion. If the exclusion is rescinded it shall not be considered a prior exclusion.

F. The final decision of a park hearings officer is the final decision of the City. Such final decision shall be in writing and issued within seven (7) days of the hearing's conclusion. A subject seeking judicial review of the park hearing's officer decision on his or her exclusion notice must file an application for a writ of review in the Whatcom County superior court within twenty-one (21) days of the date of issuance of the final decision. The date of issuance shall be the date of delivery of the written decision to the subject of the exclusion in person or by First Class and Certified Mail to his or her last known address as documented by an affidavit of service or mailing. For delivery by mail, the date of delivery shall be within two (2) business days following the date of said written decision.

G. The exclusion shall remain in effect during the pendency of any administrative or judicial proceeding.

H. When excluding a person under the age of thirteen, a reasonable effort will be made by the person issuing the exclusion to notify the parents/guardian of the exclusion.

**12.24.230 Park hearings officer.**

The park hearings officer shall be the city administrator, or his or her designee. The park hearings officer shall conduct a hearing if an appeal is filed pursuant to LMC 12.24.220 and shall have the authority to issue subpoenas to compel attendance.

Section 2. 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 ordinance 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, and if, for any reason, this ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

Section 3. Any ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Lynden, Whatcom County, Washington on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and signed and approved by the Mayor on the same date.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# EXHIBIT B - Budget

Heusinkveld Barn Workplan  
8/26/2021

1 INVESTIGATION PHASE							
Item	PHASE/TASK	PIC DS	PM MHa	PA MHo	A dd	Staff ee	Total
1.1	<b>Administration</b>						
	Consultations, correspondence, minutes, and general admin	0	4	0	0	0	
1.2	<b>Discipline Coordination</b>						
	Meetings with Consultants (Assume 1 meeting with 6 disciplines)	3	3	4	0	0	
	Design coordination, document review	1	1	2	0	0	
1.3	<b>Document Checking</b>						
		0	0	0	0	0	
1.4	<b>Field Work / Building Documentation</b>						
	Measure building and document existing conditions	0	10	12	0	0	
	Coordinate consultant investigation work on site	0	2	0	0	0	
	Review Owner-provided documentation	0	1	0	0	0	
1.5	<b>Meetings and Coordination w/Client</b>						
	Kick-off Meeting (1 mtg @ 2hrs + minutes)	2	2	3	0	0	
	Presentation of Findings to Client	3	3	3	0	0	
1.6	<b>Architectural Design</b>						
	Develop As-Built Drawings-Site Plan, Floor Plan, Roof Plan, Sections, Elevations	0	6	32	0	0	
	Compile and analyze observations from consultants	0	3	0	0	0	
	Narrative report of findings and recommendations	0	3	3	0	0	
1.7	<b>Scheduling</b>						
	Review and update scheduling	0	1	0	0	0	

<b>Architectural Services</b>	hours	9	39	59	0	0	107
	rate	\$175	\$135	\$110	\$105	\$135	
	subtotal	\$1,575	\$5,265	\$6,490	\$0	\$0	<b>\$13,330</b>

Average Hourly Rate = \$124.58

Consultant Services	Structural	\$5,400
	Mechanical	\$0
	Electrical	\$0
	Spec Writer	\$0
	Cost	\$0
	Wood Scientist	\$12,600
	Landscape	\$0
	Civil	\$0
	Lighting	\$0
<b>Subtotal Consultants</b>		<b>\$18,000</b>
Markup	10%	\$1,800
<b>Total Consultants, Expenses, Markup</b>		<b>\$19,800</b>

1	INVESTIGATION TOTAL		<b>\$33,130</b>
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8/26/2021

2 DESIGN PHASE							
Item	PHASE/TASK	PIC DS	PM MHa	PA MHo	A dd	Staff ee	Total
2.1	<b>Administration</b>						
	Consultations, correspondence, and SHKS progress review meetings.	4	8	8	0	0	
2.2	<b>Discipline Coordination</b>						
	Meetings with Consultants( 2 hours ea. w/ each of 6 discip.)	0	12	12	0	0	
2.3	<b>Document Checking</b>						
	Quality Assurance Review	0	0	0	0	4	
2.4	<b>Consulting with Permitting Authority</b>						
	Bldg Code Review (Change of Occupancy,Exiting, Accessibility)	0	2	2	0	0	
	Coordinate with Consultants on other permitting (sprinkler & supply).	0	0	2	0	0	
	Meetings and correspondence w/ permitting authority( excl. travel)	0	2	0	0	0	
2.5	<b>Meetings and Coordination w/ Client</b>						
	Progress Meetings ( Assume 2 mtgs @ 2 hours + minutes) (Virtual)	0	4	6	0	0	
	Other Meetings?	0	0	0	0	0	
2.6	<b>Architectural Design</b>						
	Cartoon entire set	0	3	0	0	0	
	Cover Sheet	0	0	1	0	0	
	Develop Demolition Plan	0	0	4	0	0	
	Develop Demolition Elevations	0	0	8	0	0	
	Develop Architectural Site Plan	0	0	8	0	0	
	Develop Floor Plan	0	4	12	0	0	
	Develop Reflected Ceiling Plans	0	0	6	0	0	
	Develop Schedules and Wall Types	0	0	6	0	0	
	Develop Roof Plan	0	0	2	0	0	
	Develop Building Elevations( 2 sheets)	0	4	8	0	0	
	Develop Sections and Wall Sections( 2 sheets)	0	4	16	0	0	
	Develop Interior Elevations	0	0	12	0	0	
	Develop Typical Exterior Details (1 sheet)	0	4	16	0	0	
	Develop Typical Interior Details ( 1 sheet)	0	4	12	0	0	
	Material/Color selections	0	2	2	0	0	
2.7	<b>Materials Research</b>						
	Product/system/research and coordination	0	4	6	0	0	
2.8	<b>Specifications</b>						
	Outline Specifications	0	4	0	0	0	
2.9	<b>Scheduling</b>						
	Review and update scheduling	0	2	0	0	0	
2.10	<b>Cost Estimating</b>						
	Review and coordinate estimates	0	2	2	0	0	
2.11	<b>Presentation to Parks Committee (Virtual)</b>						
	Assume 2 meetings @ 2 hours + minutes	4	4	6	0	0	

Architectural Services	hours	8	69	157	0	4	238
	rate	\$175	\$135	\$110	\$105	\$135	
	subtotal	\$1,400	\$9,315	\$17,270	\$0	\$540	<b>\$28,525</b>

Average Hourly Rate = \$28,525

Consultant Services	Structural	\$7,600
	Mechanical	\$3,912
	Electrical	\$5,880
	Spec Writer	\$0
	Cost	\$2,100
	Wood Scientist	\$0
	Landscape	\$2,580
	Civil	\$3,500
	Lighting	\$6,000
<b>Subtotal Consultants</b>		<b>\$31,572</b>
Markup	10%	\$3,157
<b>Total Consultants, Expenses, Markup</b>		<b>\$34,729</b>

<b>2 DESIGN TOTAL</b>	<b>\$63,254</b>
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3 CONSTRUCTION DOCUMENTS							
Item	PHASE/TASK	PIC DS	PM MHa	PA MHo	A dd	Staff ee	Total
3.1	<b>Administration</b>						
	Consultations, correspondence, and SHKS progress review meetings.	4	8	8	0	0	
3.2	<b>Discipline Coordination</b>						
	Meetings with Consultants (2 hours each w/ each of 8 disciplines)	0	16	16	0	0	
3.3	<b>Document Checking</b>						
	Quality Assurance Review	0	0	0	0	8	
3.4	<b>Consulting with Permitting Authority</b>						
	Building code sheets	0	0	2	0	0	
	Coordinate with Consultants on other permitting.	0	0	2	0	0	
	Submit Building Permit & Monitor	0	0	6	0	0	
3.5	<b>Meetings and Coordination w/Client</b>						
	Progress Meetings (Assume 2 meetings @ 2 hours + minutes)	0	4	6	0	0	
	Final CD Review Meeting	2	2	3	0	0	
3.6	<b>Architectural Design</b>						
	Review Design Documentation & respond to client comments	0	2	2	0	0	
	Project Info., Sheet Index, Code, Title Sheets (1 sheets)	0	0	1	0	0	
	AD 1.0 Building Demolition Plans and Elevations (3 sheets)	0	0	4	0	0	
	A 1.0 Architectural Site Plan and Details (2 sheets)	0	4	12	0	0	
	A 2.1 Floor Plan (1 sheets)	0	2	8	0	0	
	A 2.2 Roof Plan (1 sheets)	0	0	4	0	0	
	A 2.3 Finish Schedule (1 sheets)	0	0	4	0	0	
	A 2.4 Schedules (1 sheets)	0	0	16	0	0	
	A 3 Building Elevations and Sections (4 sheets)	0	4	24	0	0	
	A 5 Interior Elevations (2 sheets)	0	0	8	0	0	
	A 6 Reflected Ceiling Plans (1 sheet)	0	0	4	0	0	
3.7	<b>Materials Research</b>						
	Product/system/research and coordination	0	4	4	0	0	
3.8	<b>Specifications</b>						
	Review & Coordinate Bid Specifications	0	8	4	0	0	
3.9	<b>Scheduling</b>						
	Review and update scheduling	0	2	0	0	0	
3.10	<b>Cost Estimating</b>						
	Review and coordinate estimates	0	3	3	0	0	

<b>Architectural Services</b>	hours	6	67	189	0	8	270
	rate	\$175	\$135	\$110	\$105	\$135	
	subtotal	\$1,050	\$9,045	\$20,790	\$0	\$1,080	<b>\$31,965</b>

Average Hourly Rate= \$118.39

<b>Consultant Services</b>	Structural	\$11,400
	Mechanical	\$1,397
	Electrical	\$2,100
	Spec Writer	\$9,800
	Cost	\$2,400
	Wood Scientist	\$0
	Landscape	\$4,135
	Civil	\$3,500
	Lighting	\$3,500
	<b>Subtotal Consultants</b>	<b>\$38,232</b>
Markup	10% \$3,823	
<b>Total Consultants, Expenses, Markup</b>	<b>\$42,055</b>	

3	CONSTRUCTION DOCUMENTS TOTAL	<b>\$74,020</b>
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4 BIDDING PHASE							
Item	PHASE/TASK	PIC DS	PM MHa	PA MHo	A dd	Staff ee	Total
4.1	<b>Administration</b>						
	Consultations, correspondence, and general admin	0	1	0	0	0	
4.2	<b>Discipline Coordination</b>						
	Coordinate bidder questions to consultants	0	2	2	0	0	
4.3	<b>Bidding Materials</b>						
	Organize/Coordinate and handle Bid Documents	0	2	4	0	0	
4.5	<b>Addenda</b>						
	Develop, document and review addenda	0	4	4	0	0	
4.6	<b>Bidding Materials</b>						
	Prebid conference	0	5	0	0	0	
	Questions and clarifications	0	2	2	0	0	
		0	0	0	0	0	
		0	0	0	0	0	
4.7	<b>Substitution Requests</b>						
	Consideration, evaluation, comparison, response	0	1	2	0	0	
4.8	<b>Bidder Evaluation</b>						
	Review Bidder Qualifications	0	1	0	0	0	

<b>Architectural Services</b>	hours	0	18	14	0	0	32
	rate	\$175	\$135	\$110	\$105	\$135	
	subtotal	\$0	\$2,430	\$1,540	\$0	\$0	<b>\$3,970</b>

Average Hourly Rate= \$124.06

Consultant Services	Structural	\$500
	Mechanical	\$140
	Electrical	\$210
	Spec Writer	\$0
	Cost	\$0
	Wood Scientist	\$0
	Landscape	\$555
	Civil	\$0
	Lighting	\$2,500
<b>Subtotal Consultants</b>		<b>\$3,905</b>
Markup	10%	\$391
<b>Total Consultants, Expenses, Markup</b>		<b>\$4,296</b>

<b>4</b>	<b>BIDDING PHASE TOTAL</b>	<b>\$8,266</b>
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5 CONSTRUCTION CONTRACT ADMINISTRATION							
Item	PHASE/TASK	PIC DS	PM MHa	PA MHo	A dd	Staff ee	Total
5.1	<b>Administration</b> Consultations, correspondence, and general admin	4	12	0	0	0	
5.2	<b>Discipline Coordination</b> Meetings with Consultants (2 meetings)	0	4	4	0	0	
5.3	<b>Weekly Meetings</b> Bi-Weekly Progress meeting + minutes (4 mo. const., 7 meetings, incl. pre-con)	0	24	56	0	0	
5.4	<b>Submittal Review</b> Review and process submittals (assume 12)	0	4	24	0	0	
5.5	<b>RFI</b> Review and response to Contractor questions (assume 6)	0	6	12	0	0	
5.6	<b>ASI</b> Develop and issue ASI's (assume 4)	0	0	4	0	0	
5.7	<b>Sketches</b> Develop and issue ASK's (assume 4)	0	4	8	0	0	
5.8	<b>Pay Request</b> Review Contractor application for payment (3 months) Questions and clarifications	0	0	6	0	0	
		0	0	3	0	0	
5.9	<b>Substitution Requests</b> Consideration, evaluation, comparison, response	0	2	4	0	0	

<b>Architectural Services</b>	hours	4	56	121	0	0	181
	rate	\$175	\$135	\$110	\$105	\$135	
	subtotal	\$700	\$7,560	\$13,310	\$0	\$0	<b>\$21,570</b>

Average Hourly Rate = 119.17127

Consultant Services	Structural	\$10,000
	Mechanical	\$1,397
	Electrical	\$2,100
	Spec Writer	\$0
	Cost	\$0
	Wood Scientist	\$0
	Landscape	\$2,685
	Civil	\$0
	Lighting	\$3,500
<b>Subtotal Consultants</b>		<b>\$19,682</b>
Markup	10%	\$1,968
<b>Total Consultants, Expenses, Markup</b>		<b>\$21,650</b>

5	CONSTRUCTION CONTRACT ADMINISTRATION TOTAL	<b>\$43,220</b>
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6 PROJECT CLOSE-OUT							
Item	PHASE/TASK	PIC DS	PM MHa	PA MHo	A dd	Staff ee	Total
6.1	<b>Administration</b>						
	Consultations, correspondence, and general administration	2	4	0	0	0	
6.2	<b>Discipline Coordination</b>						
	Meetings with Consultants (Assume 2 meetings)	0	4	4	0	0	
6.3	<b>Punch List</b>						
	Conduct Punch List Review. Issue Punch List	0	0	8	0	0	
	Conduct Final Punch List Review. Issue Certificate of Substantial Completion.	0	0	8	0	0	
6.4	<b>Close Out Documents</b>						
	Review Close Out Submittals	0	0	8	0	0	
	Issue Final Pay Application	0	0	1	0	0	
	Issue Certificate of Final Completion	0	0	1	0	0	
6.5	<b>As-Built Documents</b>						
	Review Contractor As-built Documents	0	0	4	0	0	
		0	0	0	0	0	

<b>Architectural Services</b>	hours	2	8	34	0	0	44
	rate	\$175	\$135	\$110	\$105	\$135	
	subtotal	\$350	\$1,080	\$3,740	\$0	\$0	<b>\$5,170</b>
Average Hourly Rate =						117.5	

<b>Consultant Services</b>	Structural	\$500
	Mechanical	\$140
	Electrical	\$210
	Spec Writer	\$0
	Cost	\$0
	Wood Scientist	\$0
	Landscape	\$0
	Civil	\$0
	Lighting	\$0
<b>Subtotal Consultants</b>	<b>\$850</b>	
Markup	10% \$85	
<b>Total Consultants, Expenses, Markup</b>	<b>\$935</b>	

6	PROJECT CLOSE-OUT TOTAL	<b>\$6,105</b>
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0 MASTER PLAN - REHABILITATION							
Item	PHASE/TASK	PIC DS	PM MHa	PA MHo	A dd	Staff ee	Total
0.1	<b>Administration</b>						
	Consultations, correspondence, minutes, and general admin.	2	4	4	0	0	
0.2	<b>Discipline Coordination</b>						
	Meetings with Consultants (Assume 1 with 8 subs)	2	2	2	0	0	
	Design coordination, document review	0	8	8	0	0	
0.3	<b>Document Review</b>						
	Review owner provided documentation-survey, geotech, etc.	0	3	3	0	0	
	Review existing information	0	0	0	0	0	
0.4	<b>Consulting with Permitting Authority</b>						
	Permit Requirement review & Code Analysis	0	4	4	0	0	
0.5	<b>Meetings and Coordination w/ Client</b>						
	Design charrette with Client	6	6	6	0	0	
	Presentation to Client, Parks Commission or Public	6	6	6	0	0	
0.6	<b>Architectural Design</b>						
	Organize Program	2	4	4	0	0	
	Develop rehabilitation scheme plans, elevations, sections, and wall sections	4	24	48	0	0	
	Develop 3-d renderings - 1 interior, 1 exterior	2	2	24	0	0	
0.7	<b>Specifications</b>						
	Materials Narrative	0	6	0	0	0	
0.7	<b>Scheduling</b>						
	Review and update scheduling	0	1	0	0	0	
0.8	<b>Conceptual Budget</b>						
	Review and coordinate conceptual budget estimates	0	2	2	0	0	

Architectural Services	hours	24	72	111	0	0	207
	rate	\$175	\$135	\$110	\$105	\$135	
	subtotal	\$4,200	\$9,720	\$12,210	\$0	\$0	\$26,130
Average Hourly Rate =							\$126.23

Consultant Services	Structural	\$2,800
	Mechanical	\$6,986
	Electrical	\$3,500
	Spec Writer	\$0
	Cost	\$3,500
	Wood Scientist	\$0
	Landscape	\$3,000
	Civil	\$3,000
	Lighting	\$0
	<b>Subtotal Consultants</b>	<b>\$22,786</b>
Markup	10%	\$2,279
<b>Total Consultants, Expenses, Markup</b>	<b>\$25,065</b>	

1 MASTER PLAN TOTAL							\$51,195
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**CITY OF LYNDEN**

**PROFESSIONAL SERVICES AGREEMENT**

**Heusinkveld Barn Restoration – Project No. 2021-10**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”), by and between the City of Lynden, a non-charter code city and municipal corporation (“City”), and SHKS Architects, P.S., Inc., a professional service corporation incorporated under the laws of Washington State, (“Consultant”). For the purposes of this Agreement, City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

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

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

**3. TERMINATION.**

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

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

**4. COMPENSATION.**

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

**4.2** Total compensation to the Consultant shall not exceed the budget allocated as set forth in the Budget set forth in **Exhibit "B"** attached.

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

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

**7. INDEPENDENT CONTRACTOR STATUS.**

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

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

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

**8. PROFESSIONAL STANDARDS.**

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

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

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

**9. OPPORTUNITY TO REMEDY.** The parties agree that in the event of alleged error or omission by the Consultant in performance of services under the Scope of Services due to Consultant’s negligence, the City may notify the Consultant promptly in writing of that fact and allow the Consultant a reasonable time to remedy the problem. Upon notice the Consultant shall promptly review and remedy the problem at the cost of the Consultant. Where responsibility for a problem may be shared by the Consultant and others, the Consultant shall endeavor to remedy the Consultant's share, at the cost of the Consultant, and to cooperate with others involved. If the Consultant demonstrates that it is not at fault for a problem identified by the City under this Section, the City shall reimburse the Consultant for its costs of

investigating the problem. This Section is subject to the City's right to terminate this Agreement with or without cause, and in no respect diminishes the City's rights set forth in Section 3 hereof.

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

**11. INDEMNIFICATION.**

**11.1** The Consultant agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, and volunteers harmless from any and all claims, demands, actions, and suits arising from, or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for that portion of any claim caused by the City's negligence. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. Notwithstanding anything to the contrary, for claims arising or alleged to arise from Consultant's professional services, Consultant's defense obligation under this indemnity paragraph shall include only reimbursement of reasonable attorneys fees and defense costs and expense to the extent of Consultant's actual, proportional indemnity obligation hereunder. Consultant shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, and volunteers to the same extent and on the same terms and conditions as the Consultant as set forth in this paragraph. The City's inspection or acceptance of any of Consultant's services shall not be grounds to avoid any of these obligations to indemnify.

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

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

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

**11.5 Limitation of Liability:** In recognition of the relative risks and benefits of the project to both the City and the Consultant, the risks have been allocated such that the City agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and it's sub-consultants to the City for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Consultant and it's sub-consultants to the City shall not exceed the policy limit on the Consultant's Professional Liability Policy or Commercial General Liability Policy, whichever applies. Such claims and

causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract, breach of warranty, contribution and indemnity.

**12. INSURANCE.**

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

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

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

<b>Professional Liability</b>	<b>\$2,000,000</b>	<b>each claim</b>
<b>Professional Liability</b>	<b>\$2,000,000</b>	<b>annual aggregate</b>
<b>Commercial General Liability</b>	<b>\$2,000,000</b>	<b>each occurrence</b>
<b>Commercial General Liability</b>	<b>\$2,000,000</b>	<b>annual aggregate</b>
<b>Automobile Liability</b>	<b>\$1,000,000</b>	<b>Combined single limit</b>
<b>Worker's Compensation</b>	<b>Statutory benefits</b>	

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

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

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



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

**12.8** The Consultant shall furnish separate certificates and endorsements for each sub-consultant. All coverage for sub-consultants shall be subject to the same insurance requirements as stated herein for the Consultant.

**13. OWNERSHIP AND USE OF DOCUMENTS.**

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

**13.2** The Consultant shall maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as necessary to ensure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other government officials authorized by law to monitor this Agreement.

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

**14. DISPUTE RESOLUTION.** Any dispute arising out of the terms and conditions of this Agreement shall be subject to the following mediation process, as a condition precedent to filing any legal cause of action. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this Section 14, "promptly" shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, the dispute shall be mediated. Either Party may provide written notice to the other that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, either Party may request appointment of

a mediator by any Judge of the Whatcom County Superior Court, sitting in Chambers, and the Judge is hereby authorized to select a mediator. Both Parties shall cooperate to assure that mediation occurs in a timely manner and both Parties shall supply all materials provided to the mediator to the other Party at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of either Party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each Party shall be preserved. Mediation shall be terminated upon (a) successful resolution of the dispute; (b) written declaration by the mediator of an impasse between the Parties; or (c) following completion of two or more mediation sessions held on separate days, written declaration by one of the Parties of an impasse. Each Party shall share equally in the fees and expenses associated with mediation, including fees and expenses of the mediator; provided that, each Party shall bear its own costs, including witness fees, and costs, associated with mediation.

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

**16. EQUAL OPPORTUNITY.**

**16.1** The City is an equal opportunity employer.

**16.2** The Consultant agrees to comply with all federal, state, and local laws governing equal opportunity employment. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, or national origin. Further, the Consultant will not discriminate against any employee or applicant for employment because of the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The foregoing includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

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

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

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

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

Mayor  
CITY OF LYNDEN  
300 4<sup>th</sup> Street  
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

David Strauss  
SHKS Architects  
1050 N. 38<sup>th</sup> Street  
Seattle, WA 98103

**20. APPLICABLE LAW AND VENUE.** This Agreement has been, and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by and between the City and the Consultant, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

**21. ENTIRE AGREEMENT.** This Agreement contains all of the terms and conditions agreed upon by the parties regarding professional services rendered in connection with the Scope of Work. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written agreement of the parties.

**22. SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

**23. NONWAIVER OF BREACH.** Failure of either Party to require performance of any provision of this Agreement shall not limit such Party’s right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

CONSULTANT:  
**Agency Name**

**CITY OF LYNDEN**

\_\_\_\_\_  
Consultant Rep & Title                      Date

\_\_\_\_\_  
Mayor Scott Korthuis                      Date

[ATTESTATIONS FOLLOW]

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

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

Dated: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

STATE OF WASHINGTON)  
 ) ss  
COUNTY OF WHATCOM )

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

Dated: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

## EXHIBIT A Scope and Fee

### PROJECT UNDERSTANDING

The Heusinkveld Barn is a wood-framed, gothic arch barn in Lynden, WA, reported to be approximately 100 years old, and relocated to its current site without its original grade level walls, making it approximately 12' shorter than when it was constructed. The barn is approximately 3,330 sf, constructed of laminated arches, with a portion of a low-pitch 736 sf gable- roofed milking parlor adjoined on the west façade. The project is a structural stabilization of the barn, associated envelope repairs, and modifications to serve as an unconditioned, seasonal public gathering space, or “rustic picnic shelter.” The scope includes change of occupancy from an Agricultural Use Group U to Assembly / A-2, including structural, envelope, electrical, lighting, fire sprinkler, egress, and accessibility improvements. Site and utility work is limited to providing accessible routes, fire protection, electrical and fire alarm systems. The reported deterioration of wood structural members due to insect infestation will require a preliminary investigation phase with specialty services by a wood scientist and coordination with the structural engineer.

1. Base Scope – Stabilization and Change of Occupancy
  - a. Investigation, evaluation and documentation of existing conditions
  - b. Development of design, permit, bid and construction documents
  - c. Cost opinions
  - d. Permit coordination and permitting
  - e. Construction administration
  - f. Project close out
  
2. Supplemental Scope – Rehabilitation Master Plan
  - a. The city may elect to further rehabilitate the facility, improving and insulating the envelope and adding mechanical and plumbing systems, restrooms, a commercial or catering kitchen, communications, utilities, and site improvements for an event venue. A fee proposal for master plan level documents for a full rehabilitation is included. This scope can occur concurrently or subsequent to the Option A scope, following initial existing conditions documentation.

### BASE SCOPE OF SERVICES & DELIVERABLES (STABILIZATION AND CHANGE OF OCCUPANCY)

1. Investigation Phase:
  - Site visit to document as-built existing conditions
  - Evaluation of structural wood members using drill resistance testing
  - Narrative report of findings and recommendations
  - Measured drawings
  
2. Design (SD / DD) Phase:
  - 50% Design drawings
  - 100% Design drawings
  - 100% Design narrative including civil, fire protection, electrical and lighting outline specs
  - 100% Design cost plan
  - (1) 100% Design presentation to Parks Commission
  
3. Construction Documents (CD) Phase
  - 25% CD Drawings, documentation and calculations for permit submittal
  - 75% CD drawings and full bid specifications
  - (1) 75% CD presentation to Parks Commission
  - 100% CD drawings and full bid specifications
  - 100% CD cost plan

## EXHIBIT A Scope and Fee

4. Bidding Phase (BN)
  - Coordinate issuance of bid documents
  - Respond to bidder questions
  - Clarify bid documents
  
5. Construction Administration (CA) Phase
  - Submittal reviews
  - Review and response to contractor’s requests for information
  - Change order proposal reviews.
  - Contractor pay application reviews
  - Site visits appropriate to stage of construction to become familiar with and keep Owner informed about progress and quality, documented with field reports
  - Arrange and attend construction meetings and record meeting notes
  - Determine if work is being performed in accordance with the Construction Documents
  
6. Project Closeout Phase
  - Review Work for completeness and quality. Record deviations and issue punchlist to Contractor
  - Review project Operation and Maintenance Manual submittals.
  - Assess, determine and issue notice of Final Completion
  - Site visit prior to expiration of 1 year warranty walkthrough, identifying defects and recommending corrective measures.

### **SUPPLEMENTAL SCOPE OF SERVICES & DELIVERABLES (REHABILITATION MASTER PLAN)**

*(This scope will be optional if City funds are available and will be initiated by a separate notice to proceed)*

1. Rehabilitation Master Plan Design (MP) Phase includes:
  - 50% MP drawings
  - Preliminary 3-D renderings
  - 100% MP drawings
  - Final 3-D renderings
  - 100% MP narrative including outline specs
  - 100% MP cost plan
  - (1) 100% MP presentation to Parks Commission or public

### **MAXIMUM ALLOWABLE CONSTRUCTION COST (MACC)**

The city has secured a parks bond for \$1,000,000 for the project. Following completion of the Investigation Phase the City will establish the maximum allowable construction cost (MACC). This may result in some amendment of the design scope.

### **SCHEDULE (Stabilization and Change of Occupancy Scope)**

Investigation	October 2021- January 2022
Design	February – April 2021
Construction Documents	May – September 2022
2022 Bidding	October-November 2022
Construction	March – July 2023
Project Closeout	August 2023

**EXHIBIT A**  
**Scope and Fee**

**ASSUMPTIONS**

1. The Owner will separately contract for and provide hazardous materials survey and abatement as needed ahead of the Stabilization and Change of Occupancy project.
2. The Owner will separately furnish a geotechnical survey and report.
3. The Owner will provide a topographic site survey for use by the design team.
4. Coordination with separate Benson Park master planning will be contingent upon Owner’s provision of timely materials and direction regarding parking, utilities, and additional site requirements. The Master Plan scope for the barn rehabilitation will assume provision of two ADA accessible parking stalls proximate to the building.
5. The Stabilization and Change of Occupancy project will be delivered as a single package for public bidding.
6. The Owner and Architect will collaborate on development of Division 0 specifications. The Architect will provide Division 1 specifications for Owner review.
7. The Owner will provide a person lift for access to the interior of the barn for the Investigation Phase.



## EXHIBIT A Scope and Fee

### FEE Summary (Refer to Exhibit B Budget)

**For the Stabilization and Change of Occupancy Scope**, investigation and design through construction administration services, we propose to consult on a fixed fee basis of **\$227,997**. An itemization of these fees is below. We will request your authorization should additional services be needed beyond this amount.

**For the Rehabilitation Master Planning Scope**, we propose design services to consult on a fixed fee basis of **\$51,195**. These fees are itemized below. We will request your authorization should additional services be needed beyond this amount.

#### Stabilization and Change of Occupancy Project

PHASE	PERCENTAGE	BASIC SERVICES	ADD'L SERVICES	TOTAL
			Architectural Structural Wood Scientist	
Investigation	100%	\$0	\$33,130	\$33,130

PHASE	PERCENTAGE	BASIC SERVICES	ADD'L SERVICES	TOTAL
		Architectural Structural Mechanical Electrical Cost Spec Writer	Landscape Civil Lighting	
Design	33%	\$49,966	\$13,288	\$63,254
Construction Documents	38%	\$61,772	\$12,249	\$74,020
Bidding & Negotiation	4%	\$4,905	\$3,361	\$8,266
Construction Administration	22%	\$36,417	\$6,804	\$43,220
Project Close Out	3%	\$6,105	\$0	\$6,105
<b>TOTAL</b>	<b>100%</b>	<b>\$159,165</b>	<b>\$35,702</b>	<b>\$194,867</b>

#### Rehabilitation Master Plan Project

PHASE	PERCENTAGE	BASIC SERVICES	ADD'L SERVICES	TOTAL
		Architectural Structural Mechanical Electrical Cost	Landscape Civil Lighting	
Master Plan	100%	\$44,595	\$6,600	\$51,195

#### ADDITIONAL SERVICES

The following additional services may be selected and included with any of the Fee Options listed above.

##### Additional Construction Administration

Fees for additional on-site representation and construction administration services. Analysis of past public projects of similar scope and complexity indicates that a budget of 14 to 18 hours per week for the Architect is appropriate. Given the age and importance of the Heusinkveld Barn, we anticipate services required in addition

## EXHIBIT A Scope and Fee

to Basic Services. These additional services include preparation of meeting notes, responses to Contractor’s Requests for Information, and preparation of Architect’s Supplemental Instructions necessary for construction.

Record Drawings \$3,000

Includes providing record as-built drawings at the conclusion of Project Closeout. Includes transcribing all Architect- generated changes during construction, as well as converting the Contractor’s as-built drawing set into a complete BIM or CAD generated drawing set.

### EXPENSES

Expenses in addition to compensation for Basic and Additional Services include expenses incurred by the Architect and its consultants directly related to the Project. Expense costs to be reimbursed by the Client may include but are not limited to the following: printing, courier fees, mileage, permit fees, other fees, presentation materials, models, visualizations, and photography. The Architect shall seek prior authorization from the Owner for these expense costs.

For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and its consultants plus ten percent (10%) of the expenses incurred.

The estimated reimbursable expenses for this project are **\$7,500**.

### ADDITIONAL SERVICES

The following additional services may be selected and included with any of the Fee Options listed above.

#### Additional Construction Administration

Fees for additional on-site representation and construction administration services. Analysis of past public projects of similar scope and complexity indicates that a budget of 14 to 18 hours per week for the Architect is appropriate. Given the age and importance of the Heusinkveld Barn, we anticipate services required in addition to Basic Services. These additional services include preparation of meeting notes, responses to Contractor’s Requests for Information, and preparation of Architect’s Supplemental Instructions necessary for construction.

Record Drawings \$3,000

Includes providing record as-built drawings at the conclusion of Project Closeout. Includes transcribing all Architect- generated changes during construction, as well as converting the Contractor’s as-built drawing set into a complete BIM or CAD generated drawing set.

### 2021 Rate Schedule: Commercial/Institutional

Personnel will be charged at the following hourly rates:

Founding Principal	\$175
Principal	\$150
Architect Staff 3	\$135
Architect 3	\$135
Architect 2	\$110
Architect Staff 2	\$110
Architect 1	\$105
Architect Staff 1	\$95
Intern	\$90
Administrative	\$75

*Billing rates will be adjusted annually, effective January 1.*

**Dickinson Park Conservation Area  
Lynden Parks Department**

**Stewardship Plan**

**July 2021**



## 1. Introduction

The Conservation Area Stewardship Plan begins to establish management, maintenance, and monitoring guidelines for the Conservation Area, the northern portion (5.66 acres) of the City’s recently acquired Dickinson Park, which is being protected through a conservation easement.

While this Stewardship Plan is specific to the Conservation Area, its context within the larger park property is important. Use guidelines and land management of the entire park property will impact the Conservation Area. The easement for the Conservation Area primarily sets it aside - as is - for the protection of the forest and the dynamic stream system that runs through it.

### a. Background

Purchased in 2019, Dickinson Park is a recent and remarkable acquisition to the City’s Park System. It is an extraordinary 9-acre wooded parcel in the middle of the city. Currently, the property has a single-family house on it with paved access from the north off Double Ditch Road and gravel access from the east off Fishtrap Way. The parcel is heavily forested with 2nd growth conifer trees. The property also boasts access to two creeks, Fishtrap Creek which forms the southern border of the park property, and Pepin Creek which flows through the Conservation Area. The confluence to these two streams is at the southwestern edge of the property – also within the Conservation Area.

#### Conservation Area

The northern 5.66 acres of the property, Lot B of the City of Lynden Ecology Lot Line Adjustment, is being encumbered by a Deed of Right for Conservation Purposes. The conservation easement will protect the 2<sup>nd</sup> growth forest in this section of the park and allow Pepin Creek to maintain its natural hydrogeomorphic processes as it makes its way to the confluence with Fishtrap Creek.

While the topography and intact 2<sup>nd</sup> growth forest within the Conservation Area are remarkable, careful management is still needed. As a forested “island” within a developed urban landscape, pressures on the landscape remain despite the “conserved” status. These pressures include: the spread of invasive species, potential overuse by visitors, and lack of forest regeneration due to herbivory.

### b. Land Use History

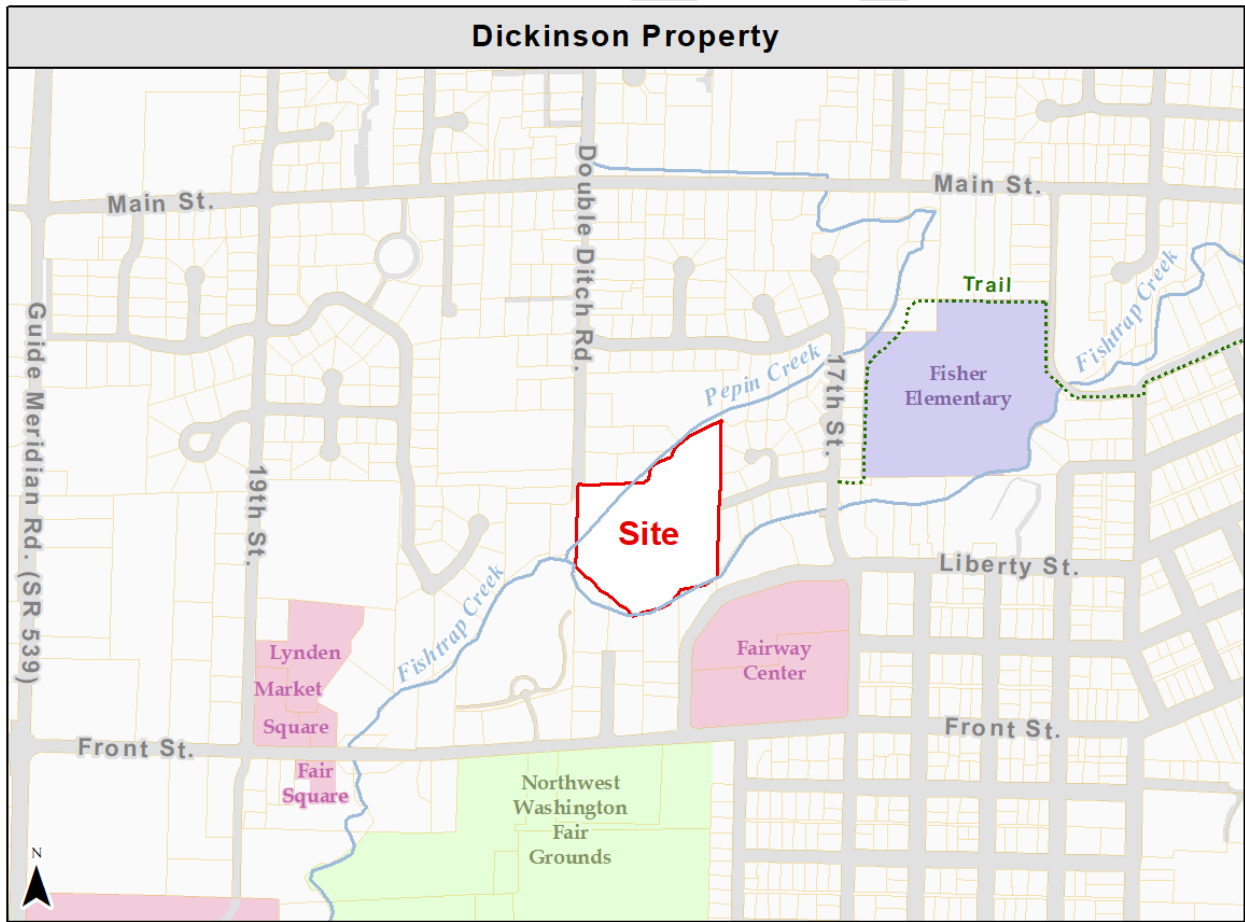
Fishtrap Creek forms the southern boundary of the park property as the creek bisects the City of Lynden on its path to the Nooksack River. Additionally, Pepin Creek, which flows south from British Columbia, joins Fishtrap Creek on this property. As such, this was likely an important cultural site for the Nooksack Indian Tribe who have resided in this area for thousands of years. The entire area was cleared by Lynden’s early European settlers for timber and agriculture in the late 1800s. Except for clearing for access and a home site in the late 1960s, the Dickinson Park property grew back to the extraordinary 2<sup>nd</sup> growth conifer forest that it is today.

The City of Lynden developed around the Dickinson property throughout the second half of the 20<sup>th</sup> century. Residential developments were built to the west, north and east and commercial activity was developed across Fishtrap Creek to the south. Due to its limited

access from the dead-end Double Ditch Road and the steep ravine of Fishtrap Creek on the south, most Lynden residents did not even know the property existed when it was acquired by the City.

The Dickinson family developed the property in the late 1960s, clearing for the driveways and home site, and maintaining 2 lawn areas on the property. In the late 1990s, the property owner worked with the Nooksack Salmon Enhancement Association to stabilize the eroding streambank below the home location. This project included the installation of large woody debris and planting native trees and shrubs in a thin strip directly along the creek. The Conservation Area within the Park has largely been left alone and is characterized by large conifers and dense undergrowth.

Figure 1. Vicinity Map – Dickinson Park Property, Lynden WA



**2. Purpose – Landowner’s Goals**

The City of Lynden acquired the Dickinson property as a park property with three goals. The Conservation Area of the Park directly helps the City meet these goals.

- 1) *To preserve unique and beneficial natural fish and wildlife habitat in the core of the City.*

The 5.66 acre Conservation Area protects the forested northern portion of the property from additional residential development. This will be done by protecting and managing natural ecological processes in the forested area.

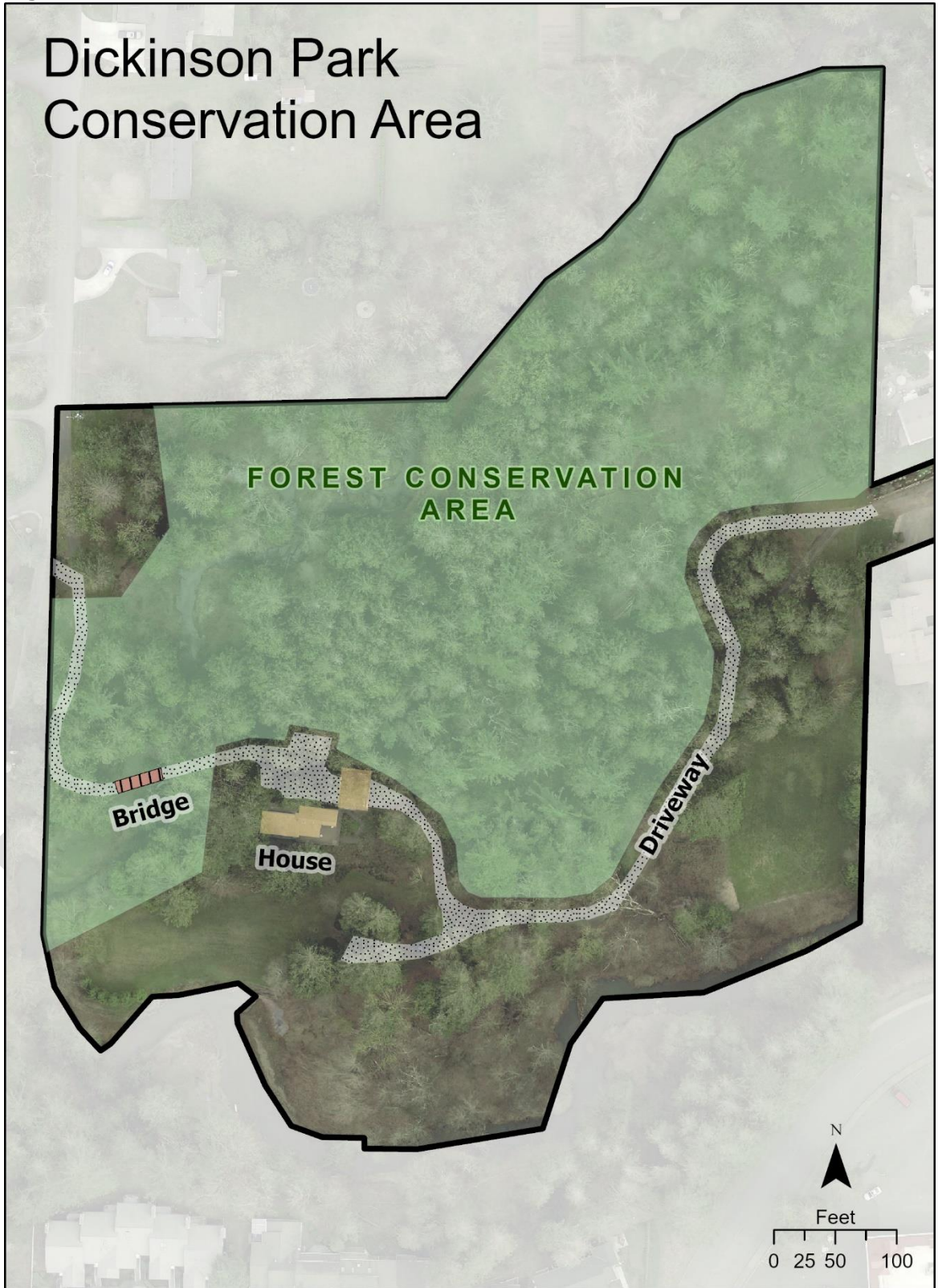
- 2) *To deliver low impact public access for residents to enjoy.*

This will be done by connecting the property to the City’s existing public trail system and by developing low impact interpretive hiking trails and environmental education opportunities within the park, including in the Conservation Area.

- 3) *To help buffer the impacts of the City’s residential growth on Fishtrap and Pepin Creeks.*

As a park property, this 9-acre parcel no longer faces residential development pressure. Being located at the confluence of Fishtrap and Pepin Creeks, this property is uniquely suited to deal with high water events and to allow the stream to maintain its normal ecological processes.

Figure 2. Dickinson Park Conservation Area



**3. Relationship to other actions and plans**

The City of Lynden Park Master Plan identifies Dickinson Park as key to providing park access to Lynden residents that live in the City’s western residential neighborhoods. It is also a key link in the development of the City’s most established public trail, the Jim Kaemingk Trail.

The City’s Shoreline Management Program identifies this property as important to protect and that it provides opportunity on which to improve habitat.

**4. Current and Desired Conditions – Conservation Area**

**a. Fish use and habitat**

The Conservation Area includes approximately 1,200 feet of the lower reach of Pepin Creek and its confluence with Fishtrap Creek. Both these streams provide freshwater habitat for Washington State Department of Fish and Wildlife priority fish species and habitat. Chum (*Oncorhynchus keta*), fall Chinook (*Oncorhynchus tshawytscha*), bull trout (*Salvelinus malma*), winter steelhead (*Oncorhynchus mykiss*), cutthroat (*Oncorhynchus clarki*), and coho (*Oncorhynchus kisutch*) are documented to use these streams.

Pepin Creek is actively downcutting as it flows from the NE to the SW in a deep ravine. The stream through this lower stretch from Main Street downstream to the confluence on this property is dynamic with erosive streambanks. The ravine through the Conservation Area is well vegetated. Potential spawning areas through this property are present but minimal. Fish likely move through here on the way to other spawning grounds throughout the system.

Directly downstream of the driveway and the existing box culvert over Pepin Creek, approximately 40 feet of the left bank has been hardened with a low concrete wall and old concrete pieces. This was built to prevent the stream from pushing into the ridge on which the house is located. There are no plans to remove that wall.

Desired Conditions

Maintain the ability of the stream to maintain its natural hydrogeomorphic course. Projects that would allow the channel to naturally migrate are limited due to this being a constrained urban stream, but the channel migration zone that does exist should be restored to native forest wherever possible. There are no plans to remove the hardened streambank downstream of the bridge.





**b. Riparian**

The existing Pepin Creek riparian area is in relatively good shape. As stated above, it flows in a deep ravine on the property and both banks are well vegetated with large trees. Portions of the streambank have been hardened with concrete and there are pockets of invasive plants throughout.

Desired Conditions

Maintain the status of the well-vegetated Pepin Creek riparian zone. Aggressive control of invasive plant species.



**c. Hydrologic**

The upland ridge above Pepin Creek is well drained and contains no wetland areas. Pepin Creek is fed by groundwater and surface water runoff throughout the watershed.

Desired Conditions

Protect the streambanks from erosion and restore natural hydrogeomorphic processes where feasible.

**d. Soils and Soil Stability**

The soils on the property are classified as Laxton loam (generally along the upland areas of the property) which are moderately well drained stable soils and the Lynden urban complex (generally in the Fishtrap Creek riparian area) which are generally well drained deep sandy loam soils. Pepin Creek is in a deep ravine on this property and is actively downcutting. This can result in erosive forces on the steep slopes of this ravine.

Desired Conditions

Direct public use and pathways away from steep slopes

**e. Upland**

The upland slopes and ridgetop highlight the 2<sup>nd</sup> growth conifer forest that overlooks this property. The forest is dominated by varying aged Western red cedar with Oregon grape, Indian plum and sword fern in the understory and ground cover. A few large Douglas fir trees are scattered across the property. The northeastern slope of the property contains several large deciduous trees (Big leaf maple, paper birch, and cottonwood). Typical to an urban forest, there is also a heavy presence of invasive plant species – English ivy, blackberry, and herb Robert are abundant throughout the upland portions of the property.

Of note, both the riparian and upland areas of this property are heavily impacted by deer. There are “game” trails crisscrossing the upland areas and obvious sign of browsing across the property. Anything that can be eaten by deer has been. The browsing activity is abundant enough to inhibit forest regeneration.

Desired Conditions

Protect the existing forest, control invasive plant species, and manage the forest for active regeneration. The invasive plants need aggressive management to be resolutely controlled. In particular, English Ivy is currently covering significant areas of the forest floor and migrating up tree trunks in many locations. Other ground cover invasive plants should be pulled annually. Where appropriate, herbicide treatments may be necessary. Other control methods for ground cover invasive plants, such as low-intensity controlled fire, might be explored over time.

Finally, the impact to the forest by deer herbivory will need to be addressed if long-term regeneration can continue.



**f. Public Use**

At this time, the property is not set up for significant public use. There is no developed public parking area and access points to the property are not designed to accommodate traffic. Furthermore, there are not designated use areas or a developed trail system on the property.



Desired Conditions

Develop a park wide trail plan that will establish proper walking locations within the park and specifically within the Conservation Area. The Conservation Area will remain undeveloped but will be connected to the broader park property through a passive “hiking” trail. The development of an established walking path will help to protect the forest by directing users to the appropriate locations in that area.

A developed sitting area (bench) will be placed on the ridge along this trail to allow users to enjoy the forested landscape.

**g. Cultural and Historic Resources**

A Cultural Resources Assessment of the larger Pepin Creek Relocation Project was conducted by Garth Baldwin in 2013. While this property is considered to have a moderate to high risk of containing cultural resources, no documented sites are located here. The Conservation Area will be protected as is with minimal development over time. Any future ground disturbing activity (trail establishment) may require a more intensive survey and Inadvertent Discovery Protocol will be established for that activity.

Desired Conditions

Conduct the appropriate cultural resources and historic structure intensive surveys to further identify any culturally important sites on the property.

**5. Maintenance and Monitoring Schedule**

Activity	Timing	Effectiveness Review
Develop Park Use Plan <ul style="list-style-type: none"> <li>• Determine park purpose</li> <li>• Collect public input</li> <li>• Establish access points</li> <li>• Finalize use areas</li> </ul>	2021-2022	Review and revise as needed
Develop Forest Management Plan <ul style="list-style-type: none"> <li>• Invasive species management</li> <li>• Forest regeneration</li> </ul>	2021-2022	Review and revise as needed
Invasive Species Control	Ongoing	Intensive for 5 years. Spot control thereafter in perpetuity.
Forest Inventory <ul style="list-style-type: none"> <li>• Flora, fauna and tree inventory</li> </ul>	Establish in 2022	10-year monitoring cycle

**6. Adaptive Management Plan**

The Park Use Plan and Forest Management Plan will identify the appropriate objectives for the management of this property. These plans will be developed using the best available science, public feedback and the desires of policy makers. As activity occurs, those plans will be consulted and reviewed for necessary changes over time.

**7. Roles, Responsibilities, and Funding**

The Lynden Parks and Recreation Department is responsible for the protection and stewardship of this park property. The City Council Parks Committee, with advice from the Parks and Trails Advisory Board, works with the Lynden Parks Department to establish the use and management directives for this park property.

Parks funding comes from a variety of sources – City General Fund, a current Parks and Trails Bond, and Park Impact Fees. Specific development, restoration and management activities for this park will require funding from targeted grant resources.

## 8. Constraints and Uncertainties

The long-term care and management of this property will require balancing public use and desires with careful ecological management. The City of Lynden does not have a lot of experience in ecological management on its properties.

Securing funding and allocating the appropriate resources for this work will be substantial.

## 9. Attachments

- a. **Vicinity Map:** Incorporated above
- b. **Site Plan:** Incorporated above
- c. **Photos:** Incorporated above
- d. **Permit requirements:**

No identified permits are needed at this time. Future trail construction and infrastructure development may need permits that will be identified at that time.

- e. **Monitoring Protocols:**

Monitoring of the property will be designed to observe an appropriate balance between ensuring public use and enjoyment and conservation of the property's unique natural resources. The specifics of this oversight will entail:

- Designation of suitable trail locations and the monitoring the impacts of that use on the forest and riparian environment.
- The identification and control of invasive plant species across the property.
- Forest inventory survey to assess the viability of natural forest regeneration and determining the appropriate forest management techniques to increase that viability.
- Inventory and document the use of the property by local fauna.

# CITY OF LYNDEN



## PARKS DEPARTMENT

Vern Meenderinck, Parks Director  
(360) 354 - 6717

### Dickinson Park Informational Meeting Notes

6:30 PM. October 7, 2021

City Annex

#### 1. Welcome and Introduction

Mayor Scott Korthuis served as the Moderator, welcoming approximately 68 Community Members.

#### 2. Exhibits on Display

- a. Conceptual Trail Map of the Jim Kaemingk Sr. Trail tying into Dickinson Park
- b. Map of the Forest Conservation Area of Dickinson Park

#### 3. INFORMATION ITEMS:

- a. Dickinson Park Purchased 2019
- b. Dickinson Park Acreage – 8.9acres
- c. Park Hours Dawn- Dusk
- d. Park Access off Fishtrap Way.
- e. Trail- \$1.8million dedicated from the 2019 Rec. District Bond for the trail development.
- f. Footbridges- 2 footbridges proposed with a possible 3<sup>rd</sup>. to existing portion of the Kaemingk Trail.
- g. Dept. Ecology Grant-Helped pay for the park, hence the Forest Conservation Area
- h. House- First few years rented by a City Employee
- i. Trees being tagged for inventory

#### 4. Community Comments

- a. Protect the Wildlife
- b. House turned into a Conservation Interpretive Center
- c. Camera's
- d. Policed
- e. Plant additional trees along trail that is on the southside of the creek.
- f. ADA access
- g. Want Parking Area IN Park
- h. Park users Parking at NCTK
- i. Picnic and play area and creek access
- j. Leave as a walk-in passive park

#### 5. Concerns From Neighbors

- a. Don't want through traffic Double Ditch Rd. – Fishtrap Way
- b. Don't want Parking Lot
- c. Concerns of unwanted Crime, Trash, Vandalism
- d. Concerns of Disrupting the wildlife
- e. Concerns of Removing of trees
- f. Don't want trail lights or park lights
- g. Don't want on park users parking on streets in front of neighbor's residence.

**Mayor Korthuis closed the discussion at 7:30pm**

**Thanking everyone in attendance and invited the Community to mingle and ask additional questions review the map exhibits. The Map Exhibit will be posted on the City Websites and available at City Hall.**