

# CITY OF LYNDEN

## PUBLIC WORKS DEPARTMENT

Main Number: (360) 354-3446



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

City Hall - 300 Fourth Street

4:00 PM November 01, 2023

#### **Call to Order**

#### **Action Items**

- [1.](#) Approve Minutes from October 4, 2023
- [2.](#) Proposed 2024 Utility Rate Increases
- [3.](#) Draft 2024 Development Standards

#### **Information Items**

- [4.](#) Whatcom Conservation District Interlocal Agreement
- [5.](#) Welch Ecological Services Agreement 2023
6. Jansen Art Center Tree Planting Proposal
- [7.](#) Projects Update

#### **New Business**

#### **Adjournment**

**Next Meeting:** December 6, 2023



## PUBLIC WORKS COMMITTEE MINUTES

4:00 PM October 04, 2023  
City Hall 2<sup>nd</sup> Floor Large Conference Room

### CALL TO ORDER

Members Present: Councilors Gary Bode and Ron DeValois

Members Absent: Jerry Kuiken with notice

Staff Present: Mayor Scott Korthuis; City Administrator John Williams; Public Works Director Jon Hutchings; Programs Manager Mark Sandal; and Office Manager Heather Sytsma

Public Present: David Vos, Marty Gering

### ACTION ITEMS

#### 1. Review Minutes from September 14, 2023

##### Action

*The minutes from September 14, 2023, were recognized and accepted by the Committee.*

#### 2. Parking on Judson – Toby Janzen

Sandal explained that Toby Janzen has plans to build multi-family units at 710 and 712 Judson Street, within the project boundary of the Judson LID Phase 3 project to occur in 2025. His plans include multiple multi-family units. The units on the alley are required to have off street parking. Currently, the project plans show angled parking in front of this address; however, if Janzen is required to have on-site parking, the driveway cuts will eliminate the ability to have on-street parking. The Planning Department has tentatively accepted Janzen's request to meet on-site parking with on street parking in lieu of the requirements for the units on Judson Street. The question remaining is how the property is assessed to participate in the future street improvements (10<sup>th</sup> Street) and whether parking permits can be issued for these properties.

Hutchings proposed that the allowance of on-street parking should be reviewed by the City attorney. Williams stated that future legislation limits what parking restrictions can be imposed by municipalities. Hutchings noted that there are other commercial businesses downtown seeking to add upstairs apartments, and the City needs to have clear rules regarding the use of City parking.

**Action**

***The Committee requested that staff bring back an exhibit showing Judson Phase 3 angle parking and also showing the number of stalls lost by potential driveway cuts at this location.***

**INFORMATION ITEMS**

**3. Lead Line Inventory Required by Environmental Protection Agency via Department of Health**

On January 15, 2021, the United States Environmental Protection Agency issued Lead and Copper Rule Revisions that went into effect December 16, 2021. The rule requires Group A water systems to submit service line inventories to the state by October 16, 2024.

In 1986, Congress prohibited the use of lead pipes in waterlines. The City has never used lead pipe in waterline construction, but some homes may have lead pipe from the meter to the house. To be inclusive of all homes that could potentially contain lead pipes, 1,500 homes in Lynden have been identified as being constructed prior to 1988. These residents will be sent a letter explaining the Lead and Copper Rule Revisions and will be asked to mail back a postage-paid postcard stating what type of waterline the home has. Notification is planned to begin in October to meet the October 2024 deadline.

**4. Projects Update**

The Committee briefly reviewed the current projects.

**NEW BUSINESS:**

**5. Request for Cedar Drive Update**

David Vos asked for an update on the Cedar Drive project. Korthuis affirmed that it is in the budget for 2024. The Committee discussed the various utilities associated with the project and how they will be remedied.

**6. Revisit Ordinance No. 23-1667 Parking and Loading**

Williams reminded the Committee that in March 2023, they voted to remove parking restrictions on Evergreen Street at the request of Charlie's Auto Body. As a result of this, the City is receiving complaints that semitrucks and delivery trucks are unable to negotiate turns and driveways along Evergreen Street and Agronomy Way. Williams, Hutchings, and Streets Superintendent Dale TeVelde visited the site to determine how to best meet the needs of all businesses in this area.

To start, "No Truck or Trailer Parking" signs will be placed at each end of Evergreen Street and Agronomy Way, and curbs will be painted yellow to further delineate available on-street parking. The amount of yellow curb will be determined after meeting with area businesses and determining turning radius needs of the trucks in use.

**ADJOURNMENT:** The meeting was adjourned at 4:50 pm.

**NEXT MEETING:** November 1, 2023

**CITY OF LYNDEN**  
**2024 BUDGET ADDENDUM A**  
**Water Rates**

The following rates are adopted with an effective date of July 1, 2024. Rates are increased 7% from 2023.

CUSTOMER CATEGORY	MONTHLY BASE CHARGE (Per Unit)	VOLUME CHARGE < 5CCF	VOLUME CHARGE 5-18 CCF		VOLUME CHARGE >18CCF
Single Family, including Mobile Homes and Duplexes with Separate Meters					
3/4"	\$ 36.47	\$ 1.80	\$ 2.36	\$ 3.61	
1"	\$ 55.37	\$ 1.80	\$ 2.36	\$ 3.61	
1.5"	\$ 108.35	\$ 1.80	\$ 2.36	\$ 3.61	
2"	\$ 172.52	\$ 1.80	\$ 2.36	\$ 3.61	
Low Income Senior Discount		\$ 8.22			

CUSTOMER CATEGORY	MONTHLY BASE CHARGE (Per Unit)		VOLUME CHARGE (Per CCF)		
Multi-family, including Duplexes with Single Shared Meter					
Business/Commercial/Industrial					
3/4"	\$	36.47	\$	2.24	
1"	\$	60.18	\$	2.24	
1.5"	\$	117.55	\$	2.24	
2"	\$	186.69	\$	2.24	
3"	\$	372.20	\$	2.24	
4"	\$	579.29	\$	2.24	
6"	\$	1,155.56	\$	2.24	
8"	\$	1,847.41	\$	2.24	
Grounds/Irrigation Meter					
3/4"	\$	36.47	\$	3.00	
1"	\$	60.18	\$	3.00	
1.5"	\$	117.55	\$	3.00	
2"	\$	186.69	\$	3.00	
3"	\$	372.20	\$	3.00	
4"	\$	579.29	\$	3.00	
Hydrant Meter	\$	186.69 1st month	\$36.47 each addtl	\$	3.61
Outside City Limits Multipliers		1.5 x base		1.2 x base volume	
Associations/Wholesale (multiplier included in rate)					
1.5" (Twin Ditch, Meadowbrook)	\$	176.31	\$	2.69	
2"	\$	280.04	\$	2.69	
4" (Berthusen)	\$	868.94	\$	2.69	

**NOTES:**

1. Volume charge is for each hundred cubic feet (ccf), approximately 748 gallons.
2. In addition to charges levied herein, an additional charge of 6.5% will be assessed, which shall be paid into the Water Debt Reduction Fund to be used exclusively for reduction of construction debt.
3. In addition to charges levied herein, an additional 2% Utility Tax shall be assessed per City Ordinance.
4. Business/Commercial/Industrial (Non-Permit) covers all non-residential uses, including offices and retail stores, churches, recreation centers, service/gas stations, fairgrounds, hotels/motels, nursing homes, assisted living facilities (without full kitchens, including oven and cooktop), food and beverage establishments, laundromats, car washes, schools, and industries which the City has determined do not require an NPDES permit.

**CITY OF LYNDEN**  
**2024 BUDGET ADDENDUM B**  
**Water General Facility Capital Improvement (FCI) Charges**

The following rates are adopted with an effective date of January 1, 2024. Rates are increased 7% from 2023.

Residential	FCI Charge	Meter Installation Fee
Single Family (1 ERU)	\$ 5,949.20	\$ 396.97
Duplex (per unit) <sup>1</sup>	\$ 5,949.20	\$ 396.97
Detached Accessory Dwelling Unit (ADU)	\$ 4,596.72	\$ 396.97
Multi-Family (3+ units, per unit) <sup>2</sup>	\$ 4,596.72	Same as Commercial below

**Commercial (Non-Residential) and Industrial:**

Meter Size	FCI Charge	Meter Installation Fee
3/4"	\$ 5,949.20	\$ 396.97
1"	\$ 9,929.60	\$ 555.33
1.5"	\$ 19,834.59	\$ 2,149.63
2"	\$ 31,784.35	\$ 2,441.74
3"	\$ 63,570.84	\$ 3,029.17
4"	\$ 99,293.86	time & material <sup>3</sup>
6"	\$ 198,336.27	time & material <sup>3</sup>
8"	\$ 317,337.39	time & material <sup>3</sup>

<sup>1</sup>Both units must be metered unless authorized by Public Works Director

<sup>2</sup>Multifamily charges are based on 75% of Single Family ERU

<sup>3</sup>Actual Cost. Estimate to be provided by City, upon request, prior to installation.

**CITY OF LYNDEN**  
**2024 BUDGET ADDENDUM C**  
**Sewer Rates**

The following rates are adopted with an effective date of July 1, 2024. Rates are increased 7% from 2023.

Consumer Category	MONTHLY BASE CHARGE	CHARGE PER UNIT
Single Family, Duplex and/or Multi-Family Dwelling Unit with Separate Individual Meter	\$ 57.61	N/A
Multi-Family (including Duplex) with a connected Single Meter serving All Units		
First Dwelling Unit	\$ 57.61	N/A
Each Additional Dwelling Unit	\$ 42.80	N/A
Mobile Home additional unit and Accessory Dwelling Unit (ADU)	\$ 32.09	N/A
Business/Commercial/Industrial (Non-NPDES), Low Strength		
Volume Charge per 100 cubic feet (ccf)	\$ 57.61	
Industrial Users - NPDES Permitted and high strength		
Basic Charge	\$ 114.15	
Volume Charge per 100 cubic feet (ccf)	\$ 2.47	
BOD Charge: per pound (lb)	\$ 101.65	
TSS Charge: per pound (lb)	\$ 48.15	
BOD Testing Fee (per sample)	\$ 101.65	
TSS Testing Fee (per sample)	\$ 48.15	
Outside City Limits Multiplier		1.5

**Additional Information**

1. When a service is changed from a smaller meter to a larger meter, the fee calculation shall be the difference between the two.
2. When a service is changed from a larger meter to a smaller meter, there will be no fee credit adjustment.
3. Water Associations identified by the Washington State Department of Health (WSDOH) as having a contaminated groundwater source and which agree to connect to the City of Lynden for wholesale water supply will not be charged a General Facilities Capital Improvement (FCI) Charge per the terms of WSDOH loans provided to the City in 2013 for the treatment facility.
4. Water connections outside the City Limits will have a 1.5 multiplier applied to connection charges. New connections outside the City Limits are only allowed with City Council approval.
5. NPDES means industrial facilities permitted under the National Pollution Discharge Elimination System (NPDES).
6. High strength waste water means BOD or TSS > 300 mg/L.
7. A late payment charge of 5% will be added to payments not made within 30 days of invoice
8. Residential Outside City Limits Multiplier applied to Base Rate; Commercial Outside City Limits Multiplier applied to Base Rate and Unit Volume; and installation of flow meter(s) will be required.
9. A sample collection fee is charged at \$150/hour for operator time, sampling equipment, and vehicle.

**CITY OF LYNDEN**  
**2024 BUDGET ADDENDUM D**  
**Sewer General Facility Capital Improvement Charges (FCI)**

The following rates are adopted with an effective date of January 1, 2024. Rates are increased 7% from 2023.

The general FCI charges applicable to all areas served by the City are shown in the table below in the "All Areas" column and those additional FCI charges only applicable to the East Lynden/ Line Road Sub-Basin, per Ordinance No. 1447, are shown in the "East Lynden" column:

Consumer Category	Unit	All Areas	East Lynden
Single Family Residential		\$ 8,158.75	\$ 6,067.97
Accessory Dwelling Unit, Per Unit		\$ 5,112.46	\$ 3,663.68
Duplex	Per Unit	\$ 8,158.75	\$ 6,067.97
Multi-Family			
3- or 4-unit building	Per Unit	\$ 6,043.36	\$ 4,355.97
5 or more unit building, Per Unit		\$ 5,111.39	\$ 3,663.68
Mobile Home Parks			
First 4 pads	Per Pad	\$ 6,043.36	\$ 4,355.97
Each additional pad	Per Pad	\$ 5,111.39	\$ 3,663.68
Business, Commercial, and Industrial Users			
	Meter Size	All Areas	East Lynden
	3/4"	\$ 6,043.36	\$ 4,355.97
	1"	\$ 10,072.98	\$ 7,252.46
	1.5"	\$ 20,133.12	\$ 14,491.01
	2"	\$ 31,975.88	\$ 23,195.46
	3"	\$ 64,400.09	\$ 46,370.59
	4"	\$ 100,608.89	\$ 72,443.28
	6"	\$ 201,207.08	\$ 144,865.16
	8"	\$ 321,923.41	\$ 207,358.51

**CLASSIFICATION INFORMATION:**

1. Single Family shall include Mobile Homes.
2. Business and Commercial covers all non-residential uses, including: offices and retail stores (with or without public restrooms), industrial users (not requiring an NPDES Permit), churches, recreation centers, service/gas stations, fairgrounds, hotels/motels, nursing homes, assisted living facilities (without full kitchens, including oven and cooktop), food and beverage establishments, laundromats, car washes, and schools
3. Where a property owner is eliminating a septic system and connecting to the City's sanitary sewer system, the "All Areas" FCI charges shown above may be waived, per LMC 13.12.55.

**CITY OF LYNDEN**  
**2024 BUDGET ADDENDUM E**  
**Stormwater Rates**

The following rates are adopted with an effective date of July 1, 2024. Rates are increased 7% from 2023.

Customer Category	Monthly Base Rate Per Residential Unit		Monthly Increment Rate	
	Monthly Base Rate		Monthly Increment Rate	
Single Family, Duplex, and/or Multi-Family Dwelling Unit with Individual Meters	\$	11.63		
Single Family Duplex,		70% of above rate		
	Monthly Base Rate (up to 10,000 sf Impervious Surface Area)	Monthly Increment Rate (over 10,000 sf Impervious Surface Area)		
Non-Single Family	\$ 18.12	\$ 8.87	per each 5,000 sf	
NSF w/ Provision of Water Quality	\$ 18.12	\$ 7.27	per each 5,000 sf	
NSF w/ Provision of Water Quality & Detention	\$ 18.12	\$ 4.52	per each 5,000 sf	
NSF w/ Provision of Water Quality & Retention	\$ 18.12	\$ 2.36	per each 5,000 sf	



**CITY OF LYNDEN**  
**2024 BUDGET ADDENDUM F**  
**Stormwater Management General Facility Capital Improvement (FCI) Charges**

The following rates are adopted with an effective date of January 1, 2024. Rates are increased 7% from 2023.

Customer Category	Base Fee			
Single Family, Duplex, and/or Multi-Family Dwelling Unit with Individual Meter in a Platted Subdivision with Approved Stormwater Facilities	\$	214.00	per unit	
Single Family, Duplex, and/or Multi-Family Dwelling Unit with Individual Meter	\$	428.00	per unit	
Non-Single Family (up to 10,000 sf)	\$	852.79	\$	357.38 each additional 5,000 sf over 10,000 sf
Non-Single-Family w/ Water Quality Treatment	\$	852.79	\$	267.50 each additional 5,000 sf over 10,000 sf
Non-Single-Family w/ Retention and Water Quality Treatment (up to 10,000 sf)	\$	852.79	\$	162.64 each additional 5,000 sf over 10,000 sf
Non-Single-Family w/ Detention and Water Quality Treatment (up to 10,000 sf)	\$	852.79	\$	81.32 each additional 5,000 sf over 10,000 sf

**CITY OF LYNDEN  
2024 BUDGET ADDENDUM G  
Compost Fees**

The following rates are adopted with an effective date of January 1, 2024. Rates are increased 7% from 2023.

Category	Amount	Fee (plus sales tax)
Any Customer	< 50 cubic yards per year	\$14.98 per cubic yard
Any Customer	50 - 100 cubic yards per year	\$11.77 per cubic yard
Any Customer	100 - 299 cubic yards per year	\$8.56 per cubic yard
Double Screened	n/a	additional 20% / yard
Fall Clearance	n/a	20% discount / yard

Citizens who are utility customers may self-load one-half yard per visit at no charge.  
Please call ahead for large orders.

**CITY OF LYNDEN**  
**2024 BUDGET ADDENDUM H**  
**City Equipment Rates**

The following rates are adopted with an effective date of January 1, 2024. Rates are increased 7% from 2023.

1. The hourly rate for City equipment will be charged at the FEMA Schedule of Equipment Rates for the current year. [Schedule of Equipment Rates | FEMA.gov](#)
2. The hourly labor rate for a City Streets/Systems Maintenance Worker will include wages, benefits, and overhead from the current year's salary schedule for Streets/Systems Maintenance Worker, Step C.

**CITY OF LYNDEN**  
**2024 BUDGET ADDENDUM I**  
**Development Review Fees**

Updated with the 2024 Engineering Design and Development Standards Project Manual

Review Deposits		
Development Type	Amount of Deposit	
Residential	\$400 per lot	\$4,000 minimum
Non-Residential	2% of Civil Construction Cost Estimate, \$6,000 minimum	
Inspection Deposits		
Development Type	Amount of Deposit	
Residential	\$500 per lot	\$10,000 minimum
Non-Residential	2% of Civil Construction Cost Estimate, \$10,000 minimum	

**CITY OF LYNDEN**  
**2024 BUDGET ADDENDUM J**  
**Lynden Municipal Airport Fees**

The following fees are effective January 1, 2024:

Fuel            Current fuel price for Lynden Municipal Airport (38W) listed at [www.airnav.com](http://www.airnav.com)

**Access Fees**

Residential Access from Adjacent Parcels	\$	50.56	per month or
	\$	505.58	if paid prior to January 15

**Off Premises Access Fees**

Commercial (Jansen Hangars)	\$	330.31	per month if 8 or more planes are stored if less than 8 planes, price will be negotiated with Public Works Director
	\$	3,303.09	per year if paid prior to January 15

362 Piper Street	\$	50.56	per month or
Adjacent to airport and grandfathered into overlay zone	\$	505.58	per year if paid prior to January 15
366 Piper Street	\$	108.98	per month or
Adjacent to airport and grandfathered into overlay zone	\$	1,089.80	per year if paid prior to January 15

**Tie-Down Fees**

Daily	\$	13.91
Each Additional Day	\$	7.49
Monthly	\$	56.18

Plus effective leasehold tax rate

Note: First day at no charge with fuel purchase

**Vehicle Parking Fees**

Daily	\$	7.49
Monthly	\$	37.64
Yearly	\$	371.60

Plus effective leasehold tax rate

Note: If tie-down agreement executed, one vehicle may be parked at no charge.

**Late Payment Penalty**

Assessed per month on past-due balances.

Less than \$200	\$11.77
\$200 or greater	5% of the outstanding balance

**RESOLUTION NO. 23-1085**

**A RESOLUTION REVISING THE ENGINEERING DESIGN AND  
DEVELOPMENT STANDARDS PROJECT MANUAL  
FOR THE CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON  
AMENDING RESOLUTION NO. 1026**

**WHEREAS**, the City of Lynden, Whatcom County, Washington last adopted the Design and Development Standards Project Manual in January 2024 with Resolution No. 1054; and

**WHEREAS**, the following sections of the Design and Development Standards Project Manual have been revised and updated as follows:

**LIST OF REVISED TEXT BY DIVISION****DIVISION 1 TABLE OF CONTENTS**

No updates.

**DIVISION 2 APPLICANTS CHECKLIST**

No updates.

**DIVISION 3 CONSTRUCTION PLAN REQUIREMENTS**

No updates.

**DIVISION 4 STREET DESIGN STANDARDS**

Section 4.16.F Updated buffer planting requirements.

**DIVISION 5 SITE ACCESS/DRIVEWAYS**

Section 5.5.A.3 Corrected error in the word "shall."

Section 5.5 Removed extra Table 5-2

**DIVISION 6 WATER DESIGN STANDARDS**

Section 6.2.K Clarified color requirements for paint on hydrants in the City of Lynden.

Section 6.3.A Clarified individual lot metering requirements.

Section 6.3.J Updated setter requirements with additional options.

**DIVISION 7 SEWER DESIGN STANDARDS**

No updates.

**DIVISION 8 STORM DRAINAGE AND EROSION CONTROL**

No updates.

**DIVISION 9 STANDARD FORMS**

No updates.

**DIVISION 10 PERMIT APPLICATIONS**

No updates.

## LIST OF REVISED FIGURES BY DIVISION:

### **DIVISION 6 WATER DESIGN STANDARDS**

#### **Figure 6-1**

- Updated hydrant assembly elbow to 90 degrees.

#### **Figure 6-3**

- Clarified gravel requirements.
- Added note stating to add risers as required.
- Added specified air relief valve model.
- Added slope to Type K copper pipe.
- Added height range from finish grade to cast iron valve box.

#### **Figure 6-16**

- Updated Figure Name

#### **Figure 6-17**

- Updated Figure Name

### **DIVISION 7 SEWER DESIGN STANDARDS**

#### **Figure 7-5**

- Removed 8" diameter labels from cleanout detail.

#### **Figure 7-12**

- Added height range from finish grade to galv. screen openings of the air intake/exhaust vent.
- Added vent pipe and corresponding height range to air intake/exhaust vent.

### **DIVISION 7 SEWER DESIGN STANDARDS**

#### **Figure 8-1**

- Updated to show herringbone grate.

#### **Figure 8-4**

- Updated to show herringbone grate.

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

Section 1: That the aforesaid Project Manual be adopted as revised as the official Design and Development Standards Project Manual for the City of Lynden, Whatcom County, Washington.

Section 2: BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

Section 3: If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this code and each section, 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 Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 4: This resolution shall be in full force and effect on January 1, 2024.

**PASSED BY THE CITY COUNCIL** of the City of Lynden, Whatcom County, Washington, on the \_\_\_\_ day of December 2023 and signed and approved by the Mayor on the same date.

\_\_\_\_\_  
MAYOR SCOTT KORTHUIS

**ATTEST:**

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

APPROVED AS TO FORM:

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



## INTERLOCAL AGREEMENT

### CITY OF LYNDEN - WHATCOM CONSERVATION DISTRICT

#### Stormwater and Water Conservation Community Education and Outreach Program

This Agreement is made and entered into by the City of Lynden, a Washington municipal corporation, hereinafter referred to as the “City”, and the Whatcom Conservation District, a Washington governmental subdivision, hereinafter referred to as the “WCD”, collectively referred to as “Parties”, to establish an arrangement pursuant to RCW Chapter 39.34 wherein the City will provide funding to the WCD to provide community education and outreach to the mutual advantage of each jurisdiction.

WHEREAS, Whatcom County and WCD are currently working together on a Pollution Identification and Correction (PIC) program as high priority focus under the Portage Bay Shellfish Recovery Plan; and

WHEREAS, a PIC program is a data-driven program guiding pollution tracking activities to areas with the greatest water quality problems to improve and protect water quality; and

WHEREAS, the Fishtrap Creek Watershed has been identified as a contributing source of bacteria within the Portage Bay Shellfish Protection District; and

WHEREAS, the City operates a Municipal Separate Storm Sewer System (MS4) under an NPDES Phase II Stormwater Permit issued by the Washington State Department of Ecology, which includes fecal coliform monitoring to address Total Maximum Daily Load (TMDL) limits on the Nooksack River; and

WHEREAS, the City’s MS4 discharges stormwater into Fishtrap Creek, which discharges into the Nooksack River, and fecal coliform counts taken by Whatcom County at various locations on Fishtrap Creek within the City limits exceed Washington Department of Health (DOH) shellfish standards; and

WHEREAS, the sampling methodology and the public information materials that have been developed under the existing Whatcom County and WCD partnership could be easily extended and adapted to serve the needs of the City; and

WHEREAS, the most efficient use of resources is to have the WCD expand its outreach and education programs consistent with the specific needs of the City to help improve and protect water quality and quantity in Fishtrap Creek and the Nooksack River; which are part of the Portage Bay Shellfish Protection District; and

WHEREAS, the City is expanding its water conservation program to include educational outreach on conservation within the public schools; and

WHEREAS, the WCD is equipped to provide the additional water conservation public outreach services needed by the City; and

WHEREAS, it is in the best interest of each party to enter into this Interlocal Agreement; and

WHEREAS, the recitals herein are a material part of this agreement;

NOW THEREFORE, the WCD and City agree as follows:

- I. *Purpose:* The purpose of this Agreement is to set the terms whereby the City will make available funds to the WCD to implement a community education and outreach program for stormwater pollution prevention and water conservation to residents within the City of Lynden.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to provide services as described in Exhibit A, Scope of Work, attached hereto.
- IV. *City Responsibilities:* The City hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated in the scope of work.
- V. *Payment:* The WCD shall submit itemized invoices in a format approved by the City. Each request for payment shall include invoices that detail work performed and supplies or materials purchased. The City agrees to pay WCD on a monthly basis, commensurate with portions of the work completed, for performing the work outlined in the scope of work (Exhibit A). WCD'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 WCD by the 5th of each month (or the following Monday if the 5th 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 Council meeting of the month (third Monday) before payment can be rendered. All invoices must include the services rendered, according to the scope of work (Exhibit A) for which payment is to be rendered. WCD is also responsible for providing a cost tracking report for declining budget balances on invoices. Invoices will be reviewed for completeness before payment will be authorized. The City will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This Agreement shall be effective from January 1, 2024 through December 31, 2024; however, this agreement may be extended an additional year if both parties agree to the terms.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the City of Lynden Public Works Department Director and the WCD District Manager, or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- IX. *Relationship of the Parties:* The Parties are separate entities organized under the laws of the State of Washington and this Agreement is not intended to create any new legal or corporate

entity. 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.

- X. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
- XI. *Non-discrimination in Employment and Client Services:* Neither Party shall discriminate against any person on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical handicap. No Party shall discriminate against any employee or applicant for employment because of handicap; provided that, this provision shall not apply if the particular disability prevents proper performance of the work involved.
- XII. *Termination:* This Agreement may be terminated by either party effective upon sixty (60) days written notice, mailed postage pre-paid by certified mail, return receipt requested, to the other party's 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.
- XIII. *Modifications:* This Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- XIV. *Applicable Law:* 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. The venue of any action arising here from shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XV. *Severability:* In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- XVI. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XVII. *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.

XVIII. *Effective Date:* This Agreement shall be in full force and effect upon filing with the Whatcom County Auditor or upon listing by subject on the City's web site, whichever method of filing is chosen.

IN WITNESS WHEREOF, the Parties have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

WHATCOM CONSERVATION DISTRICT

CITY OF LYNDEN

By: \_\_\_\_\_  
Brandy Reed, WCD District Manager

By: \_\_\_\_\_  
Scott Korthuis, Mayor

Approved as to form:

\_\_\_\_\_  
Bob Carmichael, City Attorney

\_\_\_\_\_  
Jon Hutchings Director of Public Works

STATE OF WASHINGTON   )  
   ) ss.  
 COUNTY OF WHATCOM   ).

I certify that I know or have satisfactory evidence that Scott Korthuis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Lynden to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
 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 Brandy Reed is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the District Manager for the Whatcom Conservation District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
 NOTARY PUBLIC in and for the State  
 of Washington, residing at\_\_\_\_\_.  
 My commission expires: \_\_\_\_\_

## **EXHIBIT A - SCOPE OF WORK**

### **Task 1: Program Administration**

The WCD will track and report education and outreach activities and landowner assistance provided as part of the Community Education and Outreach Program.

#### **Deliverables:**

1. Invoices will be submitted by the 15<sup>th</sup> of every month or quarterly if no work was performed in a given month.
2. A short progress report summarizing work performed during the invoice period will be included.
3. Annual written reports to include a summary of outreach & education efforts
4. Attend City of Lynden Stormwater meetings when needed

### **Task 2: Stormwater Education and Outreach**

WCD will collaborate with the City to implement a community education and outreach program for stormwater pollution prevention to residents within the City of Lynden.

#### **Tasks include, but are not limited to the following:**

- Develop and distribute education materials on Stormwater
- Implement, monitor and support of pet waste educational campaign
- Coordinate and evaluate Septic Smart initiative
- Coordinate and evaluate school-based Stormwater
- Coordinate public participation activities
- Coordinate water quality sampling efforts to identify areas of concern
- Partner with other organizations to amplify efforts
- Assist with developing supplemental funding proposals as needed

#### **Deliverables:**

1. Educational materials generated
2. Report on number of students, teachers and classrooms visited
3. Water Quality data will be compiled and reported to City
4. Document response procedure for water quality reporting
5. Reports on other jurisdictions efforts in Stormwater
6. Other projects for specific audiences as needed

### **Task 3: Water Conservation Education and Outreach**

WCD will collaborate with the City to implement a community education and outreach program for water conservation to residents within the City of Lynden.

#### **Tasks include, but are not limited to the following:**

- Develop and distribute education materials on Water Conservation
- Coordinate and evaluate school-based Water Conservation education program
- Coordinate and administer water conservation rebate program and home audit
- Partner with other organizations to amplify efforts
- Assist with developing supplemental funding proposals as needed

#### **Deliverables:**

1. Educational materials generated (CCR, web design, print materials)
2. Report on number of students, teachers and classrooms visited
3. Report on number of rebate applications and home audits completed
4. Other projects for specific audiences as needed

Cost Center	Task 1: Admin	Task 2: Stormwater	Task 3: Water Conservation	Documentation Needed with Invoice
Salary & Benefits	\$ 5,061.84	\$ 28,232.18	\$ 14,291.20	Timesheets
Overhead 30%	\$ 1,518.55	\$ 8,469.65	\$ 4,287.36	
total personnal plus overhead	\$ 6,580.39	\$ 36,701.83	\$ 18,578.56	
Supplies/postage		\$ 1,000.00	\$ 1,000.00	Receipts or invoices
Mileage		\$ 150.00	\$ 100.00	Mileage log or travel voucher
<b>Total</b>	<b>\$ 6,580.39</b>	<b>\$ 37,851.83</b>	<b>\$ 19,678.56</b>	
<b>Contract total</b>		Salary & Benefits	\$ 47,585.22	
		Overhead 30%	\$ 14,275.57	
		total personnal plus overhead	\$ 61,860.78	
		Supplies/postage	\$ 2,000.00	
		Mileage	\$ 250.00	
		Total	\$ 64,110.78	

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Item #5.

October 26, 2023

Mark Sandal  
Public Works Department  
Programs Manager  
City of Lynden  
300 4<sup>th</sup> Street  
Lynden, WA 98264

### **Scope of Work** **NPDES Phase II Stormwater Permit** **Compliance Support for the City of Lynden**

Welch Ecological Services, LLC has prepared this Scope of Work to provide compliance support to the City of Lynden for meeting the terms and conditions of its Western Washington Phase II Municipal Stormwater (NPDES) Permit requirements for calendar year 2024. Welch Ecological will work in conjunction with subconsultant Peak Sustainability Group (formerly Kulshan Services, LLC). Also, included in this scope of work is support for tasks related to grant funding opportunities, the industrial stormwater permits for the Lynden Municipal Airport, and the discharge permit for the Wastewater Treatment Plant.

#### **NPDES Phase II Permit Tasks:**

##### **Task 1: Provide support for continuing to develop and implement a Municipal Stormwater Management Program**

Welch Ecological Services will provide support for continued development and implementation of the City of Lynden's municipal stormwater management program (SWMP). The SWMP shall include ongoing tasks for gathering, tracking, maintaining, and using information to evaluate the efficacy of the overall program. This scope outlines tasks associated with completing the requirements of the current permit, effective through July 31, 2024, as well as the 2024 elements pursuant to the next permit issuance which will become effective August 1, 2024 and be authoritative through July 31, 2029. The 2024 tasks will primarily be to keep the developed programs ongoing at the appropriate level and evolving to include the new permit tasks that have been added. Our efforts will remain focused on translating the new permit requirements and laying the foundation for new elements. At the appropriate juncture, established programs have been and will continue to be delegated to City Staff for implementation with oversight by Welch Ecological Services.

We will continue to revise cost tracking procedures. Training of staff on new LID code, IDDE, pollution source control, and O&M procedures will occur through stormwater committee meetings and crew safety meetings. We will work with Whatcom Conservation District and the regional educational group to cover further development of social marketing strategies and effectiveness monitoring. On-call response and compliance documentation will also continue. Additionally, we will continue participation in the North Sound NPDES



Coordinators group where pertinent issues regarding the new permit issuance and requirements are often on the agenda.

Welch Ecological will draft the annual Stormwater Management Program report for submittal to Ecology by March 31, 2024. The City will be alerted of due dates for notification of Status & Trends water quality monitoring option and Effectiveness & Source Identification studies options and associated pay-in due dates.

The following sections of this scope detail the tasks by permit element. This scope outlines two additional tasks: providing support for positioning the City for grant funding, and aiding the City on reporting requirements associated with their industrial stormwater permit at the Airport and discharge permit at the Wastewater Treatment Plant.

**Task 2: Provide support to the City on Stormwater Management Planning**

Support will be provided to the City on continued Stormwater Management Planning including coordination with other NPDES permittees. The main focus of this years' effort will be to document internal coordination with long-range planning efforts especially working with the Planning Department on stormwater elements in the update to the GMA required Comprehensive Plan. Efforts will also capture the state of the short-term actions identified in the Stormwater Management Action Plan (SMAP) for sub-basin #9, the Central Business District.

*Coordinating with long-range plan updates*

Welch Ecological Services will report to Ecology on how planning efforts (Comprehensive Plan, Growth Management, transportation plans etc.) addressed water quality improvements and watershed protection assessments.

*Stormwater Management Action Plan (SMAP)*

Summary reports will document the status of implementation of the completed SMAP. Additional efforts will focus on laying the foundation for the future efforts in Stormwater Management Action Planning. Information will be compiled to inform the decision to either develop a new SMAP for a new selected high priority area or add specific action items, both short-term and long-term, to the existing SMAP for sub-basin #9.

**Task 3: Provide support to the City on Education and Outreach and Public Involvement**

Welch Ecological Services will coordinate with WCD and provide oversight on their tasks developing the education and outreach arm of the Stormwater Management Program. This will include continuing to monitor the efforts already begun and overseeing the development and launching of new campaigns (such as behavior change monitoring, youth programs, and social marketing campaigns, Don't Wait to Inflate). We will work with WCD on the new permit addition of property owners as a new target audience and the educational materials regarding new source control BMPs for PCBs. Welch Ecological will manage the overall extent of their efforts to ensure compliance with and that timelines specified in the permit are met. We will review and submit to Ecology a report on the evaluation and of Behavior Change campaign with the annual report submittal March 31, 2024.

**Task 4: Provide support to the City on Mapping and Documentation**

Welch Ecological Services will provide the City with guidance on new mapping and documentation requirements. We will work with City Staff to make sure mapping of required features are kept up to date. This will include delineating tributary conveyances to all known outfalls 24" or greater and characterizing land use. We will lay the foundation for new mapping requirements including mapping tributary basins to outfalls that have stormwater treatment and flow control BMPs/facilities owned or operated by the permittee. In addition, we will begin to evaluate methods for mapping tree canopy based on available, existing data as this will be required during the new permit term.

**Task 5: Provide support to the City on Illicit Discharge Detection and Elimination**

Welch Ecological Services will provide the City with Illicit Discharge Detection and Elimination (IDDE) support for program implementation and additional program development including spill response documentation, outfall monitoring, hot spot trending response, tracing sources of illicit discharges, and building on the procedures for eliminating discharges and connections. We will continue to coordinate with Whatcom County, Whatcom Clean Water Program Pollution Identification and Correction Field Staff Team, and Whatcom Conservation District (WCD) on stormwater water quality issues. This includes on-call response, follow up and documentation of spill reports and filing ERTS with Ecology or responding to ERTS referred from Ecology. The program to detect and identify non-stormwater discharges and illicit connections will continue to ensure that the efforts cover the specified level required by the permit and field screening methods will be documented. We will work on code revisions to address the new requirements for emergency firefighting activities and allowable discharges of external building washdown taking into account the new emphasis on PCBs in building materials.

All data collected on spills, illicit discharges, illicit connections will be recorded in Ecology's WQWebIDDE system. Staff training will continue and consultants will employ updated methods using the current IC/ID Ecology approved manual (Herrera and Aspect, 2020).

**Task 6: Provide support to the City on Controlling Runoff from New Development, Redevelopment, and Construction Sites**

Welch Ecological Services will provide the City with support on runoff control code revisions to provide clearer regulatory mechanisms for legal authority to inspect stormwater facilities and include Appendix 10 of the 2019 NPDES (and 2024 Permit once adopted). Permit and review new development using procedures as documented in the most current version of Ecology's Stormwater Management Manual for Western Washington (under review currently expected in 2024). City runoff development standards and code revisions will be drafted to continue to encourage Low impact development (LID) techniques and barriers to its use will be identified. The impact of the new permit language specific to roads/ pavement maintenance and underground utility project will be explored. The Engineering Design and Development Standards will be updated as needed to reflect the expected adoption of a new version of the Ecology Stormwater Manual. Staff training will continue.

**Task 7: Provide support to the City on Stormwater Management for Existing Development**

The Stormwater Management for Existing Development (SMED) element is a new permit feature. Welch Ecological Services will provide support for developing a program to control or reduce stormwater discharges to waters of the State from areas of existing development. Work will be started to help prioritize the pathway that the City should take to meet the requirement to implement stormwater facility retrofits. Several options will be assessed including implementing strategic stormwater investments identified in the SMAP or identifying opportunistic stormwater investments by leveraging projects outside of the SMAP. A plan will be developed over the next few years to meet the permit assigned “level of effort” as defined as an equivalent acreage of improvements (determined as a function of population). Funding sources and scheduling specifics will be determined over the next few years.

**Task 8: Source Control Program for Existing Development**

Welch Ecological Services will provide continued support for implementing the Source Control Program for existing development. We will work with City Staff to continue to develop, document, manage, and implement the standard operating procedures of the program. The first step will be to continue to filter and update the business inventory. The result of the re-assessment will be to settle on the new count or number of businesses that will require inspections in 2024. Business Inspections will be conducted at a rate equal to 20% of current businesses listed as potential pollutant generating enterprises and 100% of complaints.

The City entered into an interlocal agreement with the Whatcom County Health and Community Services to partner on business inspections as part of the Source Control Program. County Health is under contract with the Department Ecology to perform a Pollutant Prevention Assistance program in Whatcom County and has agreed to conduct source control inspections for a selected set of potential pollutant generating business within the City of Lynden. These inspections will continue to be a component of the City’s program.

We will coordinate with City Staff and County Health to meet this target and continue code review and clarification of enforcement policy. We will work with other Whatcom County entities to address regional issues and share resources and lessons learned with particular emphasis on a regional approach to addressing pollutant generation from and inspection of mobile businesses. Recordkeeping of the Business Inspection program will be a priority. City staff will be trained and certified on source control inspection methods and BMPs.

**Task 9: Provide support to the City on Operations and Maintenance Stormwater Protocols**

Welch Ecological Services will provide support for implementing policies, protocols, and outlining good housekeeping procedures for municipal activities. The Municipal O&M plan, maintenance standards and protocol review will address activities on land managed or maintained by the City including streets, parking lots, roads, highways, buildings, parks, open space, road right-of-ways, maintenance yards, and stormwater facilities. We will develop protocol to address the new permit focus on roads and PCBs in building materials. The public

catch basin inspection and cleaning and regulated private stormwater facility inspection programs will continue to be implemented by City Staff with oversight from Welch Ecological Service to ensure that all permit required target dates and deliverables are met. Recordkeeping protocols will be re-visited to streamline the tracking of individual inspection and status thereof. Staff training on pollution prevention will be conducted. In addition, as part of the Business inspection program, we will continue to work with City staff to reduce stormwater impacts from City facilities including maintenance shops and Fire, Police and WWTP sites.

The Enhanced Maintenance Plan will be finalized and revised to ensure Ecology's approval. Purchase of a new Sweeper Truck will occur and the new enhanced street sweeping program will be launched. Metrics will be tracked, documented and assessed so that adaptive management can occur as needed per the adopted Enhanced Maintenance Plan. Progress reports will be drafted to meet the grant stipulated deliverables.

#### **Task 10: Compliance with Total Maximum Daily Load Requirements**

Welch Ecological Services will provide support on meeting the following specific TMDL requirements set for Lynden in Appendix 2 of the 2019 Phase II Permit:

- With each annual report, City of Lynden shall submit the monitoring results and an up-to-date Stormwater Capital Improvement Plan to address existing deficiencies in the stormwater treatment and conveyance system.

We will support the City in meeting the monitoring and reporting requirements for the BC Avenue fecal sampling program through the end of the current permit term (BC Avenue fecal sampling will likely not be required once the new permit becomes effective). The stormwater capital improvement plan will be updated annually to fulfill the additional Appendix 2 requirement.

The new 2024 permit, if adopted as proposed, will have a different set of requirements for TMDL compliance. The new requirements ask for increased efforts under other program elements: Business Inspections, Education & Outreach, Operations and Maintenance, and IDDE. A TMDL report will accompany the Annual Report submittal to Ecology.

#### **Other Tasks not related to the Municipal Stormwater permit:**

#### **Task 11: Provide support for submitting applications for Grant Funding**

Welch Ecological Services will provide support to position the City for grant funding and consultation as needed on existing grants and grant agreement negotiations. Documentation for quarterly reports will be completed as requested to meet the capacity grant reporting requirements and Enhanced Maintenance/Sweeper Plan Grant.

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### **Task 12: Provide support to the City on the Industrial Stormwater permit for the Airport and NPDES Discharge permit for the Wastewater Treatment Plant**

*Subtask 12a:* Welch Ecological Services will provide the City support on the Airport Industrial Stormwater permit water quality monitoring and annual report submittal.

*Subtask 12b:* Welch Ecological Services will continue follow-up with the Wastewater Plant Superintendent should questions or revisions arise on the submitted Nooksack River Dissolved Oxygen study.

### **SCHEDULE**

Welch Ecological Services will begin work once we have authorization to proceed.

### **COST ESTIMATE**

The cost for our proposed Scope of Services has been prepared based the following rates applicable from January 1, 2024 to December 31, 2024:

<u>Labor Category</u>	<u>Billable Rate per Hour</u>
Karen F. Welch, WES*	\$130.00
Reid Armstrong , PSG*	\$105.00

\*WES is Welch Ecological Services, LLC; PSG is Peak Sustainability Group (formerly Kulshan Services, LLC).

The following Table provides a breakdown of fees by task and firm.

**WELCH ECOLOGICAL SERVICES, LLC**

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**ESTIMATED FEES**

Task #	Description of Scope	WES	PSG	Task Total
Task 1.	Provide support for continuing development and implementation of a Municipal Stormwater Program	\$ 37,310	\$ 2,100	\$ 39,410
Task 2.	Provide support on continued development of a Stormwater Management Planning efforts	\$ 14,300	\$ 1,155	\$ 15,455
Task 3.	Provide support for coordinating with Whatcom Conservation District on the Education and Outreach portion of the Stormwater Program.	\$ 4,810	\$ 2,100	\$ 6,910
Task 4.	Provide support on Mapping and documentation requirements.	\$ 12,610	\$ 1,260	\$ 13,870
Task 5.	Provide support to the City on Illicit Discharge Detection and Elimination	\$ 12,480	\$ 13,020	\$ 25,500
Task 6.	Provide support on Controlling Runoff from New Development, Redevelopment, and Construction Sites.	\$ 4,680	\$ -	\$ 4,680
Task 7.	New Element Provide support on Stormwater Management for Existing Development (SMED)	\$ 6,240	\$ -	\$ 6,240
Task 8.	Provide support on the Source Control/Business Inspection Program development and implementation	\$ 4,680	\$ -	\$ 4,680
Task 9.	Provide support to the City on Operations and Maintenance Protocols to reduce stormwater impacts	\$ 12,480	\$ 4,725	\$ 17,205
Task 10.	Provide support on Compliance with TMDL	\$ 10,140	\$ -	\$ 10,140
Task 11.	Provide support to the City to position for grant funding	\$ 2,080	\$ -	\$ 2,080
Task 12.	Non Municipal Permit Support - Industrial Stormwater and Discharge permits	\$ 2,080	\$ -	\$ 2,080
	<b>Subtask 12a</b> : Provide support to the City on the industrial stormwater permit for the Airport	\$ 2,340	\$ -	\$ 2,340
	<b>Subtask 12b</b> : Provide support to the City on the NPDES discharge permit for the wastewater treatment plant	\$ 1,040	\$ -	\$ 1,040
Expenses	Lab Analyses			\$ 3,000
	Mileage Round Trip to Lynden			\$ 1,510
			<b>Total</b>	
			<b>Budget</b>	<b>\$ 156,140</b>

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We will not exceed the total fee for this Scope of Work without prior authorization. If project requirements change or unforeseen conditions are encountered that will require services beyond the scope outlined above, we will bring these to your attention and seek approval for modification to the scope of services and budget as appropriate.

Please provide us with authorization to proceed by signing in the space provided below and returning a copy for our files. If any questions arise regarding this proposal, please do not hesitate to give me a call (360-303-1051) or send me an email ([karenfwelch@comcast.net](mailto:karenfwelch@comcast.net)) so that I can help clarify your questions.

Sincerely,

WELCH ECOLOGICAL SERVICES, LLC

AUTHORIZATION TO PROCEED



Karen F. Welch, MEM  
Principal Hydrologist

---

Client

Date: 10/23/2023

Date:

## Projects Update – November 1, 2023

### Under Construction

- Jim Kaemingk Trail Extension – Installing boardwalk foundation and approach slabs, paving week of November 6.
- Guide Sewer Extension – This week work will be completed through AM/PM. Boring Guide Meridian week of November 6. Complete sewer install week of November 13.

### Starting Construction

- Benson Road Ditch Stabilization

### In Design

- Cedar Drive Sewer and Overlay – Scheduling neighborhood meeting soon.
- Judson 9<sup>th</sup> – Changing from rain garden at 9<sup>th</sup> and Judson. Need to get Ecology approval on any changes.
- WWTP Maintenance Building – RFQ awarded to King Architects. Negotiating contract. Public Works Trust Fund contract to be executed early 2024.
- Waterline Upgrage – Garden Drive – RFQ awarded to Pacific Surveying and Engineering. Negotiating contract.
- Wastewater Treatment Plant Expansion – Applied for \$18M Ecology loan. Draft funding list should be out by January 30, 2024.