

Drayton Watershed Improvement District
Agenda for: July 19, 2016 Meeting, 3 pm – 5 pm
Ag Central 1796 Front Street Lynden, WA 98264

I. Consent Agenda

- A. Review and Approval of May 31 Minutes
- B. Financial Report and payment of bills

| | <u>Amount</u> | <u>This Month</u> | <u>Total</u> | <u>Available</u> |
|--------------------------------------|------------------------------|-------------------|--------------|--------------------|
| Grant #1 | \$0.00 | | | \$0.00 |
| 2016 Assessments Received | | \$23,843.41 | | |
| Fund Balance @ 6/1/2016 | | \$30,218.51 | | |
| Fund Balance @ 7/1/2016 | | \$28,639.67 | | |
| Accounts Payable | | | | |
| Invoices Submitted for reimbursement | | | | |
| TOTAL Available | | | | \$28,639.67 |
| Outstanding bills: | | | | \$5,451.76 |
| Ag Water Board | <i>June/July AWB</i> | | \$5,451.76 | |
| N3 | <i>Water Quality testing</i> | | | |
| End of Month Balance | | | | \$23,187.91 |

| | <u>2016 Budget</u> | <u>Expended to Date</u> | <u>Balance</u> |
|---------------|--------------------|-------------------------|------------------|
| AWB | 26,012 | 10,576.76 | 15,435.24 |
| Projects | 12,000 | 0.00 | 12,000.00 |
| Adm/Insurance | 6,298 | 840.00 | 5,458.00 |
| | 38,012 | 11,416.76 | 32,893.24 |

II. Old Business

- A. Ag Water Board report
 - Legal
 - Lummi Settlement Update (possibly in Executive Session)
 - Critical Area update – comments on CAO in cooperation with WFF and Farm Bureau
 - Insurance
 - Options to stay with Enduris or switch to CIAW (attached quotes)
 - CIAW insures AWB with named WIDs, Enduris each WID with named AWB

III. New Business

- A. Ditch & Dike Maintenance
 - Ditch maintenance
 - List of Ag Priority Actions generated at mapping work session
 - Programmatic Drainage Permits – David
- B. Water Quality
 - Water quality testing results
 - Implementing WID protocol for addressing issues
 - Report on landowner contacts
- C. Water Quantity
 - Whatcom Water Supply Coalition
 - Working on a clear plan with goals, objectives, and actions
 - Bureau of Reclamation Grant
 - Review of Water Rights and Needs for each WID
 - Water Bank – part of the BOR and the Birch Bay Water District grant

- Deep Aquifer –
 - interlocal agreement with Birch Bay Water & Sewer
 - Phase 1 contract with landowners
 - Draft Phase 2 contract with landowners
- Ag's Role in the developing Interlocal Agreement (ILA) for WRIA #1 Water Planning

D. Education

- Review of Mapping Project – final report from County team
- Website www.draytonwid.com

IV. Adjournment/Next Meetings

August 16 September 20

Drayton Watershed Improvement District

Minutes for: May 31, 2016 Meeting, 3pm – 5pm

Ag Central 1796 Front Street Lynden, WA 98264

Rod Tjoelker Scott James Marty Maberry
 Jeff Bedlington Greg Ebe

Henry Bierlink Dale Buys Chuck Lindsay
 Dan Eisses Aneka Sweeney David Haggith
 Mary Dumas Katie Penke Fred Likkel

x = present o = absent with notice t = teleconference

I. Consent Agenda

- A. Review and Approval of April 19 Minutes
- B. Financial Report and payment of bills

| | <u>Amount</u> | <u>This Month</u> | <u>Total</u> | <u>Available</u> |
|--------------------------------------|------------------------------|-------------------|-------------------|--------------------|
| Grant #1 | \$0.00 | | | \$0.00 |
| Fund Balance @ 4/1/2016 | | \$11,991.96 | | |
| Prior Month Expenses | | \$3,440.00 | | |
| Assessments Received | | \$12,637.23 | | |
| Fund Balance @ 5/1/2016 | | \$21,189.19 | | |
| Accounts Payable | | | | |
| Invoices Submitted for reimbursement | | | | |
| TOTAL Available | | | | \$21,189.19 |
| Outstanding bills: | | | | \$2,125.00 |
| Ag Water Board | <i>April/May AWB</i> | | \$2,125.00 | |
| N3 | <i>Water Quality testing</i> | | | |
| End of Month Balance | | | | \$19,064.19 |

| | <u>2016 Budget</u> | <u>Expended to Date</u> | <u>Balance</u> |
|---------------|--------------------|-------------------------|------------------|
| AWB | 26,012 | 5,125.00 | 20,887.00 |
| Projects | 12,000 | 0.00 | 12,000.00 |
| Adm/Insurance | 6,298 | 840.00 | 5,458.00 |
| | 38,012 | 5,965.00 | 38,345.00 |

Jeff moved approval of the Consent Agenda, Greg seconded, motion carried unanimously.

II. Old Business

A. Ag Water Board report

- Legal
 - Lummi Settlement Update – discussion still in progress
- AWB Articles and Bylaws completed and filed
- County Comprehensive Plan and Critical Area updates – comments on Comp Plan in cooperation with WFF and Farm Bureau, more comments coming on CAO. Henry was asked to forward these letters to the board.

I. New Business

A. Ditch & Dike Maintenance

- Ditch maintenance – decision to delay work on this issue.

B. Water Quality

- Water quality testing results – David reported that most samples were in good shape. Aneka reported on the monitoring and followup occurring with non-

commercial livestock operations in the Drayton watershed. Most of these focus areas are outside the WID boundaries but they have bearing on the harbor's water quality. There have been 63 parcels with livestock identified. 35 are currently working on or already have obtained updated farm plans. Another 7 are also addressing their issues. Aneka introduced Katie Penke who will be working for the WCD to help develop farm plans for those requesting these services.

- Septic inspections were also noted. Drayton has 3,300 septic systems. Most of these have been identified and are in compliance or getting there. It was noted how much an effect this could have on water quality numbers.
- Report on landowner contacts – David reported that Fred had discussed a questionable application with a dairy farmer. Seems it looked far worse than it actually was as the source was a very diluted lagoon. The farmer recognized that appearances matter.

C. Water Quantity

- Whatcom Water Supply Coalition
 - Working on a clear plan with goals, objectives, and actions
- Bureau of Reclamation Grant Application
 - Review of Water Rights and Needs for each WID –considered in the South Lynden WID, needs more clarity on water exchanges
 - Water Bank – part of the BOR and the Birch Bay Water District grant
- Deep Aquifer –
 - interlocal agreement with Birch Bay Water & Sewer – Greg moved to adopt the Interlocal Agreement as presented with Bill's edits, Scott seconded, motion carried unanimously.
 - potential wells locations were discussed. Dan and Chuck outlined general areas where it would be interesting to explore. The Board identified three locations where it would recommend developing Phase 1 contracts with landowners. Priority considerations in determining these sites were 1) access to power, 2) proximity to creek (should augmentation be considered, 3) ease of access, and 4) potential to move water over predominately ag lands.
 - One of the sites is already being targeted for drilling. Bill will be asked to draft a Phase 2 contract that would be used to explore the issues needed to prepare for drilling an exploration well. Care should be taken to anticipate a Phase 3 contract where the well could be transformed into a production well should Phase 2 exploration prove attractive.
- Ag's Role in the developing Interlocal Agreement (ILA) for WRIA #1 Water Planning was discussed. It is clear there is no identified spot for the WIDs in the newly developed diagram. There is much unease over placing all our interests in the hands of other governments. Bill will be consulted to explore options that we could present to the Initiating Governments.

D. Education

- Review of Mapping Project – final report from County team – comments need to be returned by June 14th.
- Website www.draytonwid.com

IV. **Adjournment/Next Meetings**

June 21 was left as a potential but is likely to be cancelled. July 19 is the next meeting.

Respectfully submitted by Henry Bierlink, Ag Water Board

Approved by _____

Ag Water Board & WIDS Insurance Comparison

| GENERAL LIABILITY | Cities Insurance Assoc. of WA CIAW | Enduris Washington |
|---|--|--|
| Limits: | \$10,000,000 Each Occurrence \$20,000,000 Aggregate General Liability, Employee Benefits Liability, Employers Liability \$1,000,000 Premises/Fire Legal Liability \$10,000,000 Abuse/ Molest. Each Claim \$10,000,000 Abuse/Molest. Aggregate | \$20,000,000 General Liability \$20,000,000 Professional Liability \$20,000,000 Personal Injury-Sexual Molestation \$20,000,000 Employee Benefit Liability \$20,000,000 Fellow Volunteers/Employees' Liability \$500,000 Terrorist Liability |
| Program Aggregate | \$50,000,000 All General Liab. Claims \$30,000,000 Sexual Abuse Claims | No member or Pool aggregate |
| Liability Deductible | \$1,000 | \$1,000 |
| AUTOMOBILE | | |
| Liability Limits: | \$10,000,000 Non-Owned & Hired Liability | \$20,000,000 Non-Owned & Hired Liability |
| Liability Deductible | \$1,000 | \$1,000 |
| CRIME | | |
| Limits | \$1,000,000 Employee Dishonesty \$1,000,000 Forgery or Alteration \$75,000 Money & Securities in/out \$100,000 Computer Fraud | \$2,500 Employee Dishonesty (blanket) \$5,000 Named Position Bonds \$1,000 Deductible |
| Wrongful Acts Liability | | |
| Limits | \$10,000,000 Each Claim & Aggregate Public Officials Liability Employment Practices Liability Sexual Harassment Liability | \$20,000,000 Public Officials Liability \$20,000,000 Employment Practices Liability (each claim and member aggregate) |
| | \$50,000,000 Annual Program Aggregate | No program aggregate |
| Deductible | \$1,000 Each Claim | \$1,000 - or (not with) 20% co-pay* for EPLI *waiver is possible |
| Retroactive Date | Bind date | N/A – if new member, prior acts included |
| Privacy & Network Liability & Data Breach | | ? |
| Deductible: If Encryption Technology used If Encrp tech not used | \$10,000 per claim \$50,000 per claim | ? ? |
| Limits | \$1,000,000 Privacy Liability \$1,000,000 Network Security Liability \$1,000,000 Network Extortion \$500,000 Data Breach using ACE USA services \$100,000 Data Breach not using Ace services \$100,000 Regulatory Proceedings \$3,000,000 Group Annual Aggregate | \$2,000,000 per member and member aggregate \$25,000,000 pool aggregate |

This comparison is based on 2016 CIAW Proposal and Enduris Binder with limited information. It is not intended to replace or alter the terms of coverage found in the Insurance policies.

2016 Cost \$ 11,509

\$ 14.500

2015 Cost \$ 18,078

Public Utility District No. 1 of Whatcom County 2015 Agreement for Professional Engineering Services

WORK ORDER NO. 7

EXHIBIT A – SCOPE OF SERVICES

Quantification of Agricultural Water Use and Streamflow Analysis

July 2016

Background

The Public Utility District No. 1 of Whatcom County (PUD) seeks to obtain a quantification of the water currently used by irrigated agriculture in the United States portion of Water Resource Inventory Area (WRIA) 1 – Nooksack.

RH2 Engineering, Inc., (RH2) has been retained by the PUD to evaluate and synthesize the available data related to agricultural water use and develop an updated estimate of such water use on a drainage-by-drainage basis. The PUD has also tasked RH2 with reviewing existing stream flow records from WRIA 1 and identifying trends in the volume or timing of flow and consolidating this streamflow information into a single report.

Task 1 – Quantification of Agricultural Water Use Rights

Objective: Calculate the estimated agricultural water use in each of the identified hydrologic and administrative boundaries, and compare irrigated acres with the number of irrigated acres authorized under existing water rights.

Approach:

- 1.1 Obtain publicly-available geographic information system (GIS) and tabular crop data from the Washington State Department of Agriculture (WSDA). Combine the data to allow field analysis of acreage, crop type, rotational crop type, and irrigation methods.
- 1.2 Perform GIS calculations to extrapolate the crop irrigation requirements for each field between the Bellingham, Blaine, and Clearbrook stations for both the crop type and rotational crop type.
- 1.3 Assign average application efficiencies for each of the irrigation methods used in Whatcom County (County) as identified in the WSDA data.
- 1.4 Perform GIS calculations to identify the total irrigation requirement(s) for both the crop type and rotational crop type for each field.
- 1.5 Calculate the agricultural water use within each hydrologic (aggregated watersheds) and administrative boundary (Watershed Improvement Districts (WIDs)).

Comment [HB1]: We should assume maximum requirement (e.g. 2015 season) and a wet year range (2016). There is a substantial difference.

Comment [HB2]: Will the WIDs be able to set their own hydrologic boundaries? It would be helpful to have aggregated information for each drainage and then a total volume for each WID. I'd assume no more than 6-10 sub drainages per WID.

- 1.6 Summarize the calculated agricultural water use within each boundary, including primary crop, rotational crop, peak field use, and minimum field use.
- 1.7 Obtain publicly-available GIS data from the Washington State Department of Ecology (Ecology) regarding water right places of use (POUs).
- 1.8 Cull the water right data to only include water right certificates, permits, and long-form claims with irrigation as a purpose of use.
- 1.9 Calculate the amount of water rights falling within each boundary.
- 1.10 Summarize the irrigation water rights within each boundary identified in subtask 1.5.
- 1.11 Compare the aggregate calculated agricultural irrigated acres and water right irrigated acres within each boundary.
- 1.12 Draft one (1) report summarizing the analysis performed, including data gap analysis and recommendations for addressing the gap, and including further data collection, if warranted.
- 1.13 Present the study findings to the PUD.

Assumptions:

- *Crop types, rotational crop types, and irrigation methods identified in the WSDA database (from a late-2014 irrigation season survey) will be used.*
- *Crop irrigation requirements for specific stations will be taken directly from the Washington Irrigation Guide (1985 or 1992), AgWeatherNet, or will be estimated. All estimations will be identified in the report.*
- *Irrigation application efficiencies will be assumed to be average for each irrigation method and will be taken directly from Ecology's Water Resources Program Guidance 1210 – Determining Irrigation Efficiency and Consumptive Use.*
- *Water right POUs have been mapped by Ecology and can be obtained in GIS.*
- *Boundaries used for summarizing agricultural water use and water rights will include both administrative and hydrologic boundaries. For this analysis, the area where the water is being used (fields for the actual use and POU for the water rights) will be used in the calculations and no attempt will be made to identify whether the source of the water falls within the boundaries. The administrative boundaries to be used are the WRIA 1 WID boundaries, as follows:*
 - *Bertrand WID*
 - *Drayton WID*
 - *Laurel WID*
 - *North Lynden WID*
 - *South Lynden WID*
 - *Sumas WID*

- *The hydrologic boundaries are the aggregated watersheds presented in the WRIA 1 Watershed Management Project: 2010 State of the Watershed report, and are as follows:*
 - Coastal North Watersheds
 - Coastal West Watersheds
 - Coastal South Watersheds
 - Nooksack Forks Watersheds
 - Lower Nooksack Watersheds
 - Lake Whatcom Watershed
 - Sumas Watershed

- *The calculation of agricultural water use based on the data from WSDA is recognized as a “snap-shot” of irrigated water use and that actual water use may vary based on the accuracy of assumptions and the changing nature of irrigation from season to season.*

- *This project will rely on the identification, collection, analysis, and synthesis of existing information from a variety of sources, but will not include collection of new information. Existing information will be used as-is and will be assumed to be accurate for the purposes of this project.*

Comment [HB3]: Can we break these down somewhat? By drainages? Kamm, Fishtrap, Bertrand, Scott, Ten Mile.

Provided by PUD:

- The PUD will provide guidance on the project and will serve as the intermediary between RH2 and the Puget Sound Partnership and the other members of the Whatcom Local Integrating Organization. The PUD will participate in briefing other entities on the project in cooperation with RH2.

RH2 Deliverables:

- Prepare one (1) PDF electronic version of the report with maps, tables, and other information providing the estimated agricultural water use within the identified boundaries and participate in one (1) public workshop with PUD staff for the presentation of this data to interested parties.

Task 2 – Streamflow Analysis

Objective: Provide a single source of information regarding historic and current stream flows and trends in WRIA 1 using existing streamflow data.

Approach:

- 2.1 Identify stream gage locations and obtain data available from the U.S. Geological Survey (USGS), Ecology, and other sources.
- 2.2 Analyze the available data on an annual basis and grouped by decade.
- 2.3 Prepare one (1) report summarizing discernable trends in the total annual discharge, peak and minimum discharge, timing of peak flow, and timing of low flow.

Assumptions:

- *Only existing discharge records will be used for stations that have had data collected for at least ten (10) years and that are still being actively monitored.*
- *This task will rely primarily on USGS and Ecology records.*
- *This task will consist of a compilation of existing stream flow records, and include minimal statistical analysis.*

RH2 Deliverables:

One (1) PDF electronic version of the report detailing the findings of the review of stream flow records.

Task 3 – Project Management and Administrative Services

Objective: Coordinate RH2’s project work.

Approach:

- 3.1 Perform project management duties, including coordinating with the PUD and RH2 staff, coordinating with third parties for data collection, invoicing, and recordkeeping.

Project Schedule

- *RH2 will commence work upon authorization from the PUD.*
- *The draft reports for Tasks 1 and 2 will be provided to the PUD by September 2.*
- *The PUD will review the drafts and provide comments to RH2 by September 9.*
- *The final report will be delivered to the PUD by September 30.*

Recording Requested, Please Return To:

Drayton Watershed Improvement District
1796 Front Street
Lynden, WA 98264

DOCUMENT TITLE: Easement for Groundwater Supply Project
GRANTOR: [Insert name of landowner]
GRANTEE: Drayton Watershed Improvement District
LEGAL DESCRIPTION: []
TAX PARCEL NUMBERS: []

Easement for Groundwater Supply Project

1. Grant of Easement.

The undersigned, _____ (“Grantor”), for and in consideration of good and valuable consideration, receipt of which are hereby acknowledged, hereby grants and conveys to Drayton Watershed Improvement District (“Grantee”), and its successors and assigns, a non-exclusive perpetual easement for a groundwater supply project, including but not limited to construction of a well, pumps, structures, water lines, and other necessary appurtenances over, across, along, under, and through the following described real property in Whatcom County, Washington, more particularly described as follows (the “Real Property”):

[See attached Exhibit A, legal description to the Real Property]

2. Location of the Easement.

This Easement consists of all that portion of the above-described Real Property described as follows (the “Easement”)

[See attached Exhibit B, legal description of the Easement]

3. Temporary Construction Easement.

Grantor does further grant and convey to Grantee a temporary construction easement for all necessary purposes during the construction of the groundwater supply project in the Easement area described in Exhibit B.

4. Easement for Operation and Maintenance of Groundwater Supply Project.

Grantor does further grant and convey to Grantee, at all times necessary, the right to enter upon said property for the purpose of installing, constructing, operating, maintaining, repairing, or reconstructing said groundwater supply project. Grantor understands that this easement is being granted to Grantee and its contractors and consultants, in furtherance of the Interlocal Agreement between Grantee and the Birch Bay Water & Sewer District, attached hereto as Exhibit C.

5. Grantor Use of Easement Area.

Grantor shall retain the right to use the surface of said Easement, so long as such use does not interfere with the construction or operation of the groundwater supply project. Grantor, Grantor’s heirs, successors and assigns shall not place or have placed any obstructions of a permanent nature within the Easement.

6. Costs of Groundwater Supply Project.

All project costs relating to the groundwater supply project will be the sole responsibility of Grantee. If the project is not completed or is terminated for any reason, Grantee agrees to restore the property to its pre-easement condition within a reasonable time after the termination of the project.

7. Payment to Grantor and Ability to Waive Payment.

Grantor will be paid \$_____ for this easement upon execution of the Agreement. Grantor may elect to not receive any payment for the easement by checking the following box, and initialing.

8. Easement is Perpetual.

This Easement and the covenants herein shall be equitable servitudes or covenants running with the Real Property described herein and shall be binding upon the successors, heirs, and assigns of both parties hereto.

9. Indemnification.

Grantee shall indemnify, defend, and hold harmless Grantor, Grantor’s heirs, successors, and assigns from any and all claims for injury and/or damages suffered by any person which may be caused by exercise of the rights herein granted, provided, that Grantee shall not be responsible for any injuries and/or damage to any person caused by Grantor.

10. Warranty by Grantor.

The Grantor warrants that the Grantor has clear title to the Real Property and the Easement and warrants the Grantee title to and quiet enjoyment of the Easement conveyed herein.

11. Attorneys’ Fees and Venue.

If either party is required to bring legal action to enforce or enjoy the covenants and rights granted by the Easement, the prevailing party shall have the right to recover all attorneys’ fees, witness fees and expenses associated with such legal action, whether through mediation, arbitration, trial, or appeal. If any lawsuit is filed pursuant to this Easement, venue for such action shall be in Whatcom County, Washington.

IN WITNESS WHEREOF the parties have signed and delivered this Agreement as of the day and year first above written.

GRANTOR:

GRANTEE:

DRAYTON
WATERSHED IMPROVEMENT
DISTRICT

By:

By:

Its:

Its:

Date: _____

Date: _____