

# Minutes

Orcas Island Park and Recreation District Commission  
Regular Public Meeting, Thursday, July 14, 2011  
Orcas Island Fire District Station #1, Eastsound  
12:00P.M.- 1:00 P.M.

## **I. CALL TO ORDER** (12:00)

Martha Farish, Chairman

Roll call:

Seat 1: Vicki Vandermay  
Seat 2: Bob Eagan  
Seat 3: Martha Farish  
Seat 4: Jim Bredouw  
Seat 5: Ian Lister

*It is anticipated that at some point the Commissioners will convene an Executive Session per RCW 42.30.110 in order to continue discussion of several proposals received during a published Request For Proposals concluded on June 22, 2011.*

## **II. UNFINISHED BUSINESS** (12:05)

- Previous Minutes - Ian

Tabled

- RFP - Convene to Executive Session per RCW 42.30.110

Tabled

## **III. PUBLIC COMMENT** (12:10)

None

## **IV. UNFINISHED BUSINESS** (12:10)

- \$65,00 inter local loan agreement (Port of Orcas)

*The Port of Orcas Commissioners are slated to meet on July 21, and are thought to be ready to sign the loan agreement*

**Motion:** To Authorize Martha and Jim to negotiate . . .

- Jim
- deliberation: none
- withdrawn

**Motion:** To Authorize Martha and Jim to sign the final revision (June 14) of the Interlocal agreement with the Port of Orcas with no substantive changes.

- Vicki, Ian
- deliberation: the effective date should be July 20, 2011
- unanimously aye

**Motion:** To direct the OIPRD attorney to alter the June 14<sup>th</sup> document paragraph 2 of page 2 to read July 14, 2011 district adopted by motion ....” and to alter interest amounts and payment schedule to be consistent with dates and interest schedules indicated in the agreement

- Martha, Ian
- deliberation: none
- unanimously aye

**Motion:** Martha moves to hire Adina Cunningham for completion of the Interlocal agreement between OIPRD and Port of Orcas and OISD.

- Martha, Bob
- deliberation: none
- unanimously aye

- Buck Park, water rights lease (OISD/EWUA May 2007). - Bob

EWUA-OISD Well Agreement

ESWD-EWUA Lease

Water Right Cert G1-00438C

Water Rights Cert 3090-A

Tabled - See Meeting - Aug. 25, 2012 for Addenda documents

- OIPRD - OISD government agency inter local cooperation agreement (Buck Park)

Agreement for project grant from outdoor recreation account

school district gym (2)

school district Interlocal 6-22-09 - Final

RCW 39.33.060 -Transfer of property or contract for use for park and recreational purposes.

Tabled - See Meeting - Aug. 25, 2012 for Addenda documents

- Insurance / Enduris - Resolution OIPRD 2011-1- Ian

Tabled

- USTA/NWTA Grant (Tennis) - Martha

Martha reports that OIPRD has been approved for matching grants totaling \$7,000 total a estimate total of \$14,000 to resurface the Buck Park Tennis courts, in the amount of a \$5,000 check from USTA and a \$2,000 check from NWTA. Work to be completed by the end of August 2011.

**MOTION:** That OIRPD accepts the grants for the surfacing.

- Motion by: Martha, 2<sup>nd</sup> Ian
- Deliberation: none
- Unanimously aye

Martha obtained bid from two vendors to resurface the tennis courts. Mid Pac Construction was the approved vendor from USTA.

**MOTION:** That OIPRD accept bid from Mid Pac Construction of Kirkland Washington to complete the resurfacing work by September 1, 2011.

- Motion by: Martha, 2<sup>nd</sup> Bob
- Deliberation: none
- Unanimously aye

## **V. EXECUTIVE SESSION** (2:40 - 3:40)

*Continued discussion of several proposals received during a published Request For Proposals concluded on June 22, 2011.*

## **VI. ADJOURNMENT** (3:50)

**Motion:** To adjourn

- Ian, Jim
- deliberations: none
- unanimously aye

### ***Addenda:***

EWUA-OISD Well Agreement

Regular Public Meeting minutes for July 14, 2011

Approved by motion on this 18<sup>th</sup> day of October, 2011

Signed and attested this 18<sup>th</sup> day of October, 2011

A handwritten signature in cursive script, appearing to read "Ian Lister", written over a horizontal line.

Ian Lister, Commissioner #5,

Secretary

A handwritten signature in cursive script, appearing to read "Martha Farish", written over a horizontal line.

Martha Farish, Commissioner #3,

Chair

**LEASE OF WATER RIGHTS BETWEEN EASTSOUND WATER USERS  
ASSOCIATION AND ORCAS ISLAND SCHOOL DISTRICT**

**May 16, 2007**

This Lease is entered into by and between Eastsound Water Users Association, a Washington Non-Profit Corporation, ("EWUA") and The Orcas Island School District, a Washington State Public School District, ("OISD") on this day of May 17, 2007.

**Purpose of Lease:**

EWUA and OISD have entered into this Lease to allow OISD to withdraw ground water from the Eastsound Aquifer via a well ("the Well"), constructed and owned by OISD on its property for the sole purpose of irrigation of the play fields of the OISD at Buck Park. The water to be withdrawn by OISD pursuant to this Lease is covered by the water rights owned by EWUA and the right of withdrawal is expressly conditioned by the terms of this Lease.

By executing this Lease, OISD covenants to neither undertake effort or support efforts to challenge or seek control over water rights legally allocated to or leased by EWUA.

**Location of Point of Diversion:**

The withdrawal of water from the Eastsound Aquifer that is authorized by this lease is to be solely via the Well, constructed and owned by OISD on its property for this purpose. The location of the Well is legally described at Attachment A to this Lease and as also shown on the sketch map appended to Attachment A.

**Term of Lease:**

The term of this Lease is for Five Years from the date of execution of this Lease by both parties, unless extended by mutual agreement, as provided herein. Notice of the desire to extend this Lease shall be provided to EWUA by OISD within 6 months of the completion of the existing term of the Lease. Any extension shall be in writing and shall be in the sole discretion of EWUA on terms and conditions acceptable to both EWUA and OISD.

**Amount of Water That Can Be Withdrawn:**

Withdrawal of water from the Well shall not exceed 7 (seven) million gallons in any irrigation season. (For this purpose, an "irrigation season" shall be from no earlier than April 1 to no later than October 31 of the same year.)

Withdrawal from the Well shall not exceed the rate of 75 gallons per minute and water shall not be withdrawn in excess of 45,000 gallons on any given day.

**Payment for Development of Well:**

Within 10 days of execution of this Lease, EWUA shall provide written documentation of the costs incurred by EWUA in developing the Well. Within 30 days of receipt of this information, OISD shall pay EWUA the documented costs not previously paid by OISD as complete and final reimbursement to EWUA. OISD shall have complete responsibility for all of its own costs in developing, operating and maintaining the well and the appurtenant irrigation works on OISD property.

EWUA will not seek payment from OISD for any and all water previously drawn from the well prior to the initiation of this agreement.

EWUA will provide OISD with a letter upon signing of this agreement that expressly conveys that OISD is the sole owner of the said "Well".

**Responsibility for Operation of the Well and All Appurtenant Irrigation Works:**

OISD shall have full responsibility for operating and maintaining the Well and all of OISD's irrigation works. EWUA does not make or offer any warranty that the Well will operate to the satisfaction of OISD or that the Well will produce the quantity of water authorized for withdrawal by this Lease or of a quality suitable for OISD's purposes.

If the Well does not operate to OISD's satisfaction or does not produce the quantity of water authorized by this lease, or the quality of water suitable for OISD's purposes, OISD reserves the right to terminate this Lease and acquire water from another source or entity.

OISD agrees that should it terminate this agreement due to unsatisfactory water quality or quantity issues, and should the well remain dormant for a period of 3 years, OISD will at its sole expense have the well professionally decommissioned for the purposes of protecting the Eastsound Aquifer.

**Monitoring of Use of the Well by EWUA:**

EWUA is authorized and will, at its sole cost and expense, install, maintain, service and replace as needed, a water meter at the well head. EWUA will read this meter for purposes of measuring water withdrawal by OISD (and also to monitor the condition of the East Sound Aquifer.)

EWUA will log and graph all meter readings and will make the logs and graphs available to OISD upon request.

EWUA is authorized to access the wellhead at all times for purposes of maintaining the meter and to monitor use of the well. It is the intent (but not the obligation) of EWUA to monitor the well on all weekdays during the irrigation season.

son additives to aid in moisture retention, and, use of artificial turf, subject to funding being available;

OISD grants EWUA permission to install in the well, at EWUA's expense, a "data logger" for the purposes of monitoring the water levels of the Eastsound Aquifer. EWUA will read this data logger and use its' finding in reports on the condition of the aquifer. OISD will have access to all data logger findings.

**Payment for Use of Water:**

EWUA will invoice OISD monthly and OISD agrees to pay EWUA according to the following fee schedule:

- \$ 2.00/thousand gallons of water withdrawals from the well up to 5 million gallons in any irrigation season.
- \$4.00/thousand gallons of water withdrawals from the well between 5 million and 6 million gallons in any irrigation season.
- \$6.00/thousand gallons of water withdrawals from the well between 6 million and 7 million gallons in any irrigation season.

Payment is due within 30 days of invoice date. Late payments will be subject to an interest charge of 1.5 % per month. Should payment be delinquent beyond 60 days EWUA will notify OISD via certified mail that it has 5 business days to make payment before the lease is terminated.

**Best Irrigation Practices by OISD:**

OISD covenants to use best irrigation practices to minimize the use of ground water from the Eastsound Aquifer for irrigation purposes. Best irrigation practices shall include the following:

- Water from Well to be used only as necessary, to supplement rain fall during the irrigation season;
- In no event will usage exceed 1 acre-inch per week (27,000 gal/acre/week);
- OISD to irrigate between 9PM and 7AM to minimize water loss due to evaporation. EWUA utilizes the 75 GPM withdrawal rate at other wells for their domestic membership commitments during the daytime 7AM-9PM period.
- OISD to install, maintain and use rain gauge sensors to assure Well water is not used if there is sufficient moisture in the ground;
- OISD to make best efforts to minimize or eliminate use of water from the Well, including, but not limited to, reprogramming use of its fields to target irrigation to fewer fields in active use; use of gray water for irrigation; using soil additives to aid in moisture retention; and, use of artificial turf, subject to funding being available;

**Additional Considerations**

- OISD to diligently pursue elimination of use of ground water for irrigation purposes by the year 2012;
- OISD sprinklers and water delivery system to be designed, installed, operated and maintained by OISD not to exceed the water withdrawal limits contained in this Lease;
- Withdrawals of water from the Well limited to within the irrigation season from no earlier than April 1 to no later than October 31 of the same year;
- Maximum acreage to be irrigated: 8.5 Acres;
- OISD to provide seven days advance notice to EWUA of its commencement of irrigation in any irrigation season; \*\*
- OISD will notify EWUA in advance of the intended application any turf care product such as fertilizer, herbicide, insecticide, or chemical treatment. Should EWUA protest the application, OISD will have the obligation to provide evidence or expert witness that such application will present no threat to groundwater quality.

**Authority of EWUA to Limit or to Curtail Withdrawal from the Well:**

It is expressly understood by OISD that EWUA may interrupt or limit withdrawal from the Well during times of drought and during periods of peak withdrawal from other wells in the Eastsound Aquifer, including, but not limited, to wells of others and those of EWUA. EWUA may also interrupt or limit withdrawal from the Well if any other well that is owned or operated by EWUA is being impaired by withdrawals by OISD from the Well, pursuant to this Lease. EWUA agrees to provide OISD evidence for the justification of any such interruption or limitation of withdrawal.

In the event an interruption or a limitation on withdrawal is necessary, EWUA shall endeavor, except in cases of emergency, to provide 48 hours advance notice to OISD of any interruption or limitation of withdrawal of water pursuant to this Lease.

**Cancellation of Prior Agreements and Understandings:**

This Lease supersedes all prior agreements, oral or written.

**Termination:****by OISD:**

OISD may terminate this Lease on 10 days written notice to EWUA if OISD no longer needs the water for the irrigation of its property. Upon termination of this Lease, any outstanding billings for use of water shall be paid to EWUA.

OISD may also terminate this Lease if EWUA has materially breached any of the terms of this lease,



**by EWUA:**

EWUA may terminate this lease if it provides evidence that continued withdrawals of water from the well jeopardize EWUA's ability to use its water rights in the Eastsound Aquifer for their primary and paramount purpose – the supply of potable water to the Members in EWUA

EWUA may also terminate this Lease if OISD has materially breached any of the terms of this lease, including but not limited to the Best Irrigation Practices contained herein for the use of the Well and appurtenant irrigation works.

**Amending this Lease:**

Any amendments to this Lease, including any extensions shall be in writing and signed by duly authorized representatives of both parties.

**Disputes**

Any disputes regarding the meaning, interpretation or performance of this Lease by either party shall be submitted to binding arbitration for resolution. Arbitration shall be administered by the American Arbitration Association, pursuant to its Commercial Rules, then in effect. The dispute shall be heard by a single Arbitrator, appointed by the Association for this purpose. The place of the arbitration shall be San Juan County, WA. The substantially prevailing party in any arbitration shall be entitled to an award of attorney's fees and the costs of the arbitration.

This Lease shall be governed by the laws of the State of Washington.

Executed, this 22<sup>ND</sup> day of May, 2007.

Eastsound Water Users Association, Inc. a Washington Non-profit Corporation  
By:

Virginia Hawker  
Its President 5-22-07

Orcas Island School District, a Washington Public School District  
By:

Glenn R. Harris  
Its Glenn R. Harris, Supt of Schools

By: Tony P. Chazel  
Its Tony P. Chazel, Board Chairman