

**LAKE FOREST PARK WATER DISTRICT  
SPECIAL BOARD MEETING MINUTES  
AUGUST 15, 2007**

Commissioners present: Gordon Hungar and William Currie

Staff present: Jackee Zweekhorst, Office Administrator and Alan Kerley, District Water Manager.

Representing LFPWD: Richard Jonson, Attorney; Mike Krautkramer, Hydrogeologist; Dan Mundall, Engineer.

Others present: 40 guests from the Lake Forest Park community. The sign in sheet is attached.

**CALL TO ORDER**

Commissioner Gordon Hungar called the August 15, 2007 special board meeting to order at 1:32 p.m. and presented the pre-written agenda. Notice of the meeting and the agenda had been issued by letters to District customers and posted at the District office.

**DISCUSSION**

Dr. Hungar, Commissioner position 1 introduced himself and the following: Mr. Currie Commissioner position 2, the District staff Ms. Jackee Zweekhorst, Office administrator; Mr. Alan Kerley, District Water Manager, Mr., Mike Krautkramer, Hydrogeologist, Mr. Richard Jonson, Attorney, Mr. Dan Mundall, Consulting Engineer and King County representatives Mr. Gunars Sreibers, Brightwater Project Director and Mr. Bob Peterson, Sr. Project Manager Brightwater Conveyance Team.

Dan Mundall presented an overview of the status of the 2003 Agreement between the District and King County with discussion of the five parts that form "Attachment 1" of the Agreement. Mr. Mundall explained that the County and the District had worked together since 2003 to complete Part 1 "Hydrogeologic Exploration and Testing". Mr. Mundall explained that he could not comment on Part 2 "Tunnel Bore and Portal Design Criteria" as the District had not received detailed design information from King County. Mr. Mundall further explained that Part 3 "Construction" and Part 4 "Operation" were still in the future and that the focus of the current meeting related to Part 5 "Water Supply Replacement Program" where there were differences of understanding relating to construction of a backup well for the District.

Mr. Jonson stated that the County has stated in correspondence to the District, that it has no obligation to install a back-up well outside of the District, problems with the District's water

rights must be resolved before a back-up well can be installed, and installing a back up well is not feasible.

Gunars Sreibers briefly reviewed the major sections of the Agreement with the following comments:

- \$10 Million worth of geotechnical work had been completed on the tunnel project
- Studying phase, legwork and design of the first four sections of the Agreement had been completed
- Section 5 - multiple engineers felt that the tunnel could stay out of the aquifer
- Mr. Sreibers commented that King County would provide an “interim” water backup system for the District for “temporary” water supply in the event of a problem. Mr. Sreibers added that King County holds all liability if the District’s water supply was interrupted and that it would be their responsibility to provide an emergency backup for the District.
- Mr. Sreibers stated that King County and the District had not been able to come to an Agreement on 17 backup well sites that were evaluated.
- Mr. Sreibers stated that King County had talked to Ecology and noted that Ecology stated that problems with the District water rights needed to be resolved. Mr. Sreibers further stated that King County was not legally allowed to develop wells in locations outside of the District.

Mr. Mundall responded to Mr. Sreibers statements with the following comments:

- King County had selected 17 sites and that *King County* had narrowed the list of sites to 3 preferred locations at their own choosing without opposition of the District. The District was still awaiting a response to an e-mail sent March 6 to Mr. Bob Peterson where the District asked King County for a preferred well site so an application for water rights transfer could be submitted to Ecology.
- “You have used the word *interim* and *temporary* several times in your comments - can you find the word *interim* in the Agreement?”

Mr. Sreibers asked Mr. Mundall for assistance in locating the terms referred to.

Mr. Mundall replied to Mr. Sreibers that he had searched the documents electronically and stated “you will not find these words or other words that convey similar meaning...”

Dr. Hungar asked if Mr. Sreibers had ever read the Agreement, and Mr. Sreibers assured him that he had but not in the last few weeks.

Mr. Mundall characterized King County as “obfuscating” the 2003 Agreement by injecting claims that the water rights were invalid and that King County could not construct a well outside the District. He stated that the County was refusing to perform its obligation under the 2003 agreement.

Mr. Sreibers said he thought the word “obfuscate” was a wrong way to characterize King County’s statements and stated that the County was not renigging on its obligations. He stated the parties should meet with the Department of Ecology to determine if the water rights issues could be resolved.

Mr. Mundall said that it was against the policy of Ecology to comment on the character of a water right outside of a formal examination. He further requested Mr. Sreibers to provide the name(s)

92 of the Ecology staff who allegedly made the comments referred to by Mr. Sreibers as such  
93 person(s) would be subject to firing for making unfounded statements in regard to water rights.  
94

95 Mike Krautkramer said that Ecology will only comment on water rights when a written  
96 application has been made. Mr. Krautkramer referred to HB1338 "Municipal Water Law" and  
97 said that while the District water rights do not reflect all prior changes to the wells, these kinds of  
98 things are common with older water rights and that, in his experience, the only real difference was  
99 the water right for deep well #3 where the right may be considered to be "supplemental".  
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101 Mr. Sreibers stated that King County had met with Seattle Public Utilities (SPU) and Northshore  
102 Utility District (NUD) to discuss intertie options for a backup water supply for the District. He  
103 further stated that King County would shift residents to SPU or NUD in the event of an  
104 emergency and that in any case King County would fulfill its responsibilities in the agreement  
105 including paying for the water. Mr. Peterson stated that the cost of providing SPU or NUD water  
106 over a 20-year period had been estimated at \$5 million to \$6 million.  
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108 Mr. Mundall read from Attachment 1, Part 5 the 2003 Agreement:

109 "Therefore, the County agrees to perform at its sole expense the following options of  
110 mitigation: (1) drilling and development of a new deep well water source and, (2) in the  
111 event that this mitigation measure is technically or legally infeasible, creating an intertie  
112 for the District to obtain potable water from Seattle Public Utilities, and assume the costs  
113 related to this endeavor so there is no net loss to the District compared to its existing water  
114 source. The District understands that securing either of these additional mitigation  
115 measures may take several years and involve numerous steps with third parties. The  
116 parties specifically acknowledge that obtaining a change in its water rights is outside of  
117 the control of County and that jurisdiction over that determination is exclusively accorded  
118 to the Washington State Department of Ecology. The parties also specifically  
119 acknowledge that both the well and the intertie options require permits authorized and  
120 approved by permitting authorities other than County. Accordingly, the parties specifically  
121 acknowledge that there is no assurance that either the new well or the intertie mitigation  
122 option will in fact be legally feasible. Nonetheless, the parties agree that County will  
123 exercise good faith efforts to make the District whole, as defined herein, by applying for  
124 such approvals and permits, constructing such facilities and paying all costs pursuant to  
125 this Agreement within a reasonable time. King County's "good faith efforts" is defined as  
126 performing requisite engineering and planning, applying for appropriate permits and  
127 approvals and, if appeals are necessary, prosecuting or defending those permits and  
128 approvals using competent counsel and experts. Permitting shall be done in consultation  
129 with District and with assistance of District as needed."  
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131 There was considerable discussion regarding the construction of backup wells, as the  
132 location of a backup well must be known in order to get a water right transfer. Dr. Hungar  
133 stated that the District would like to construct a test well, and the District had obtained an  
134 estimate of \$40,000 to \$60,000 to construct a well to see if there is water. Dr. Hungar  
135 then directed a question to Mr. Sreibers "can we [the District] go ahead and select a site  
136 and drill a test well?"  
137

Bill Currie submitted that he did not think the cost of drilling a test well would exceed a \$100,000.

Mr. Sreibers responded: "that sounds reasonable with regards to selecting a site and drilling a test well". He stated that the County and the District should get together "tomorrow for a working session".

There was continued discussion of the back up wells between Mr. Sreibers, Mr. Peterson, Dr. Hungar, Mr. Currie and Mr. Mundall. Mr. Sreibers repeatedly indicated willingness to proceed, Dr. Hungar, Mr. Mundall and Mr. Krautkramer asserted that the first step was to identify the preferred site and then to an application for transfer of water rights. Dr. Hungar stated we have a year and a half to drill the well and obtaining a good supply of ground water will be much less expensive for the County as opposed to purchasing water.

Dr. Hungar then opened the meeting for public comment. John Foy, Jim Adams, Liz Merky, Peter Gastrow, Jean Thomas and Bill Donahue spoke. Various questions were asked and answered concerning the status of construction and the role of the City of Lake Forest Park. All of the speakers supported the District's position that the County should proceed with installing a back-up well.

Mr. Peterson stated that the County does not have an easement for a well site and we can't proceed with water rights changes without a site.

Discussion followed on the steps needed to secure a site. Mr. Jonson stated that the water right issues posed by the County will not block the process. Mr. Mundall added that the church has indicated a willingness to negotiate. Mr. Sreibers stated the parties need to meet quickly to discuss the steps to secure a site.

#### PUBLIC TESTIMONY

John Foy, 18546 40<sup>th</sup> Place NE, spoke about the importance of this issue to the community and that he had been in touch with the office Rep. Bob Ferguson and that they were very interested in being a part of the discussion and that they would try to have a representative at this meeting. Mr. Foy urged the audience to become involved in communicating with their neighbors and the City Council about the need for backup wells in Horizon View Park.

Jim Adams, 4616 NE 174<sup>th</sup> Place, identified himself as an engineer and said that he wants to keep his water like it is and that he does not want Seattle Public Utility water. He said that he wondered why none of the proposed well sites were closer to the existing well field.

Liz Moehrke, 18468 40<sup>th</sup> Place N.E., said she supported the District and that she wants to keep her water as it is without chemical treatment.

Peter Glaska, 4775 NE 178<sup>th</sup> Street, stated that King County spent \$50 million for a new computer system that has never worked as well as spending \$2 million for a paved staging area for Cirque Du Soleil which covered developed soccer fields in Sammamish and now the paved areas have to be removed! Mr. Glaska said he wants to keep his water like it is and that the community will not allow King County to disregard the Agreement.

Jean Thomas, 3715 NE 180<sup>th</sup> Street, stated that she has lived in the District for many years and that she is involved in many community and political posts. One of the reasons she continues to live in the District is the quality of water. Mrs. Thomas emphatically stated that King County *is* obfuscating its responsibility to the community and that she will employ all of her connections to ensure that King County fulfills it's obligation for backup wells per the Agreement.

Bill Donahue, 4788 NE 178<sup>th</sup> Street explained that he presently lives outside the District but that he purchased a home in the District. Mr. Donahue asked why site selection was such an issue with wells outside the boundary of the District when King County had in fact selected the sites.

Ms. Zweekhorst gave Mr. Peterson and Mr. Sreibers a copy of letters that had been received from customers relating to the backup wells. Letters included: Anne Stadler, Barbara Wagner, Beatrice Conger, Bonnie Peters and Wick Haxton.

#### ADJOURNMENT

The meeting was temporarily adjourned at 2:55 PM and the public and King County representatives left the meeting.

The meeting was reconvened at 3:30 PM. Commissioners Hungar and Currie were present along with Messrs. Kerley, Mundall, Krautkramer, Jonson and Ms. Zweekhorst. Also present was Bill Donahue.

The potential backup well locations at the City Park site and Onnuri Church were reviewed and discussed. Also discussed were the water rights change process, a plan to contact City of Lake Forest Park officials and mediation procedures under the 2003 agreement.

There being no further business the meeting was adjourned at 4:30pm

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