

**VALLEY OF THE MOON WATER DISTRICT**  
REGULAR MEETING AGENDA  
October 7, 2003

A regular meeting of the Board of Directors of the Valley of the Moon Water District was held on Tuesday, October 7, 2003, in the Board Chambers of the District Office at 19039 Bay Street, El Verano, California.

**1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - ROLL CALL**

**President Ron Prushko** called the meeting to order at 6:30 P.M. Roll Call by **Deputy Secretary Shari Walk** noted the following present:

Directors Present:	Mark Bramfitt Ed Kenny Sanford Smith Michael Woods Ron Prushko
Directors Absent:	None
District Personnel:	Shari Walk, Office Supervisor Paul Gradolph, Operations & Maintenance Supervisor
General Manager:	Lee Harry
Board Secretary:	Shari Walk
Public Present:	Thomas Hoeft, Jack Oldman, Steve Perry, Philip Sales, Sandi Hansen, Sonoma-Index Tribune, and three unidentified members of the audience

**2. PUBLIC COMMENTS**

There were no public comments.

**3. CONSENT CALENDAR**

- A.** Receive and Approve Minutes of September 16, 2003
- B.** Cancellation of Regular Board Meeting Scheduled for October 21, 2003
- C.** Adopt Resolution No. 031001, Water Facilities Installation Agreement with the Gaige House

Motion by **Director Bramfitt**, seconded by **Director Smith** and carried unanimously by a voice vote to adopt the Consent Calendar, as shown.

4. **PUBLIC HEARING**

There was no Public Hearing.

5. **OPERATIONAL & COMMITTEE REPORTS**

A. Approve Current Financial Reports for August 2003

**Office Supervisor Shari Walk** reported that although this was only the second month of the fiscal year, the financials were on track.

Motion by **Director Bramfitt**, seconded by **Director Smith**, and carried unanimously by a roll call vote to approve the monthly Financial Reports & Disbursements for the month of August, 2003, for the amount of \$702,153.70.

B. Review/Comment on Current District Projects and Significant O & M Issues

**Operations and Maintenance Supervisor Paul Gradolph** presented his summary review of current district projects and significant operations and maintenance issues for September 2003 related to the following:

- **Project #2855 – Glen Ellen Storage Tank:** The project had been placed on hold pending the results of the lawsuit filed protesting the Mitigated Negative Declaration that had been conducted on the project;
- **Project #2863 – Sobre Vista Water Main Replacement:** The project that was replacing old and deteriorating water lines was nearing completion;
- **Project #2865 – Future Production Well at Arnold Drive & Felder Road:** In process, to be discussed under Old/New Business;
- **Project #2875 – Donald and Hanna Storage Tank Painting:** The Hanna tank was 90 percent complete and when completed the painting of the Donald Tank would commence.

C. Water Source Report

**General Manager Lee Harry** pointed out that the item would be discussed in depth with other agenda items. If not for the well production, he stated that the VOMWD would be in excess of the Temporary Impairment Memorandum of Understanding (MOU) limit of 4.7 million gallons per day (mgd) for the month of August. .

When asked about the output of the VOMWD's wells, **Mr. Gradolph** stated that .7 mgd had been pumped in August. With all wells, .8 mgd per day could be produced. He noted that purchases were up from the Sonoma County Water Agency (SCWA) this August as compared to last year at the same time due to the warmer weather.

6. **RECEIVE & FILE PRESIDENT’S AND DIRECTOR’S REPORTS OR COMMENTS**

There were no reports.

7. **GENERAL MANAGER'S AND DISTRICT COUNSEL'S REPORTS**

A. WAC Negotiating Meeting of September 22, 2003, and WAC Meeting of October 6, 2003

**General Manager Harry** stated with respect to the Water Advisory Commission (WAC) Negotiating Meeting of September 22, 2003 that there had been a further delay of Marin Municipal Water District's announcement of whether or not it wanted to be designated a prime contractor, based on internal issues and the retirement of its General Manager. An additional month had been requested to consider that issue.

**Mr. Harry** noted continuing discussions related to taking costs and charges out of the O&M fund and creating separate fees and charges. There was no resolution pending. The SCWA has agreed to separate some charges, but their proposal to create several new funds has generated some concern as to how those new funds would be implemented and what increased charges would have to be passed along to the ratepayer.

**Mr. Harry** added that there had been a request from some of the contractors to evaluate the process to determine its effectiveness. He noted that Randy Poole of the SCWA had indicated a need to ask for an extension of the Temporary Impairment MOU for five years. Given the ongoing issues, he stated that the VOMWD would want to discuss that request. He noted that neither Mr. Poole nor the other contractors wanted to negotiate the Master Agreement and the Temporary Impairment MOU at the same time. Mr. Poole had suggested approving the issues that have already been agreed to such as the two tiered WAC, and the new conservation language that had been approved. He suggested considering a Twelfth Amendment to the Master Agreement and to delay further negotiations until a new Temporary Impairment MOU had been negotiated.

**Mr. Harry** suggested that those issues would be further discussed at the next meeting. He also noted that a letter would be sent from the WAC to the SCWA Board seeking a request to extend the Temporary Impairment MOU.

B. Information Concerning September 27, 2003 Sonoma Press Democrat Article Regarding SCWA Water Issues

**Mr. Harry** referenced a copy of the article in the Board packets. The article discussed the August 11, 2003 letter and brought out the fact that there were many issues of concern. One of those issues was how to remain within the 75,000 acre feet annual limitation of current water rights until the legal challenge to the Eleventh Amended Agreement and ongoing fishery issues has been resolved. He noted that the City of Santa Rosa has sent a letter to the SCWA Board. A copy of the letter was made available to the Board and the public. The letter requested that in times of shortage due to a drought that the Eleventh Amended Agreement had included a request that the shortage allocation given each contractor during a drought be determined by per capita use to not penalize contractors who have put in strong conservation measures.

**Mr. Harry** reported that Santa Rosa had developed a formula that did not include its reclaimed water as a local supply. He noted the impacts that could result and stated that all the contractors wanted some input on how the shortage allocation would be pursued. He also noted that the VOMWD was probably okay for the next few years with an extension of the Forestville Agreement, and continued availability of its local production. He informed the Board that he would contact the Forestville Water District to extend the Forestville Agreement, and to consider the extension of the contract for lease well capacity.

**Mr. Harry** also reported that he had set up a meeting on October 8 with Al Bandur of the City of Sonoma to discuss scheduling a meeting of ad hoc representatives (Directors Woods and Bramfitt) to meet with City Council representatives to discuss water supply and local production capacity issues.

**Director Woods** inquired whether or not the SCWA Board would be the decision making body on how water would be allocated in the event of a shortage, to which **Mr. Harry** stated that the Eleventh Amended Agreement set up the way that the water deliveries would be reduced for each contractor by its local production capacity. The SCWA would then determine each contractor's allocation necessary for health, sanitation and fire protection purposes.

**Director Woods** clarified that the Temporary Impairment MOU extension would require a unanimous vote of all water contractors and that the MOU did not reflect the 1,000 acre foot error in the current VOMWD allocation.

**Mr. Harry** added that the Temporary Impairment MOU only addressed summer pumping based on pipeline capacity. The Eleventh Amended Agreement would be the document to address the VOMWD's request for the additional 1,000-acre feet of water.

**Director Woods** noted that in the event of a shortage because of a drought under the Eleventh Amended Agreement, the SCWA would determine the allocation of water supplies. With a shortage the 1,000-acre feet of what the VOMWD had asked to correct for some time would be a point of contention. He added that the current shortage limitation in terms of annual capacity along with a reduction of local capacity would make it difficult for the VOMWD and other water contractors to provide water to its ratepayers.

**Director Woods** added that he and Director Prushko had met with SCWA staff to address the 1,000-acre feet. He suggested that a communication be opened again and that there was a connection with the Randy Pool August letter, the September letter and the problem in the Sonoma County General Plan for an erroneous assumption related to the VOMWD's population, which discrepancy combined with the 1,000 acre foot error could become problematic in a shortage situation. He suggested that the VOMWD Board remind the SCWA Board of the need to clarify that concern.

**Director Bramfitt** explained that his concern for the issue was that the VOMWD's wells would not be producing in drought years. He was very concerned with Santa Rosa's politicking in the matter. He suggested that the VOMWD Board speak up to address those concerns.

**Mr. Harry** stated that it would be important for the VOMWD to renegotiate some of the Temporary Impairment MOU provisions during the development of any extension.

#### C. Information Regarding Potential Changes to Billing Procedures

**Mr. Harry** reported that flyers/inserts had been sent out with the water bills in the last two months. He noted that some ratepayers had sought a clarification of the information included on those flyers/inserts. When implementing block rates, he expressed the need to pursue a full letter size billing. In-house versus contract billing had been considered. He advised that staff had sought information on one contractor that seemed to offer a cost-effective alternative that he would want to consider. An action item in that regard would be presented to the Board at its next meeting to identify the new process.

**Office Supervisor Walk** stated that she was researching a number of options. The contractor that had been referenced looked good at this point. She also noted that different equipment would be required to pursue

necessary changes to our billing system.

**President Prushko** verified with Ms. Walk that the City of Sonoma used a postcard and its tier rates were not broken out. Contrary to that situation, he stated that the VOMWD Board had directed that clear, concise information be provided to its ratepayers.

**Ms. Walk** advised that she would return with full packets of information for Board consideration. A revised bill to identify not only the tier rates but other information that would be important to the ratepayer would be recommended.

**8. OLD/NEW BUSINESS**

**A. Discuss/Direct Staff:** CEQA Process Regarding the Initial Study and Proposed Negative Declaration for the Arnold Drive/Felder Road Well Project

**Mr. Harry** reported that all of the responses to the public comments had been provided to the Board. While staff still felt there remained a chance that this well will not negatively impact neighboring wells based on the depth that the well would be constructed, he did not feel confident in proceeding with the Negative Declaration at this time until a detailed groundwater study was performed. He thanked Mr. Sales for reproducing the map identifying all local wells.

**Mr. Harry** explained that more information was needed before filing a Negative Declaration on the project to ensure that the VOMWD was not impacting the private wells of adjacent properties. He also noted that there was an interest in not impacting the agricultural wells in the area. As such, a full study was required to identify the proper environmental concerns.

**Jack Oldman** who lived on the corner of Mocabee Road and Felder Road clarified the potential cost of the well at approximately \$660,000.

**Mr. Harry** stated that the reason why a domestic well for a municipality was so expensive was the process required and the fact that an approved sanitary seal would be required as would a large hole and casing and the required use of stainless steel material. While the VOMWD would prefer to construct a well at the least amount of cost to the VOMWD ratepayers, the VOMWD would have to produce a well that met all the Department of Public Health and California Environmental Quality Act (CEQA) requirements, and a well that would last for a hundred years.

**Steve Perry**, 13975 Arnold Drive, Glen Ellen, inquired whether or not the report would reactivate the public hearing process, to which Mr. Harry stated that it was his understanding that the additional information would require a complete renotification of the CEQA process regardless of what was done.

**Director Woods** commented that if a Mitigated Negative Declaration was required, the process would involve a new noticing process, new public hearing and new comment period. If the report verified everything that the Initial Study and the current document provided, he suggested that the process could proceed from where it currently stood.

**President Prushko** stated that the meeting agendas for any meeting to address this project would be sent to interested residents, and that other detailed information concerning the project would be available for review in the VOMWD office.

With respect to the distribution of information, **Mr. Harry** stated that for those who could receive information electronically, it was the staff recommendation to send that information electronically to save staff time and postage. He stated that staff reports and other reports were always available in the VOMWD office.

**Thomas Hoefft**, 1295 Felder Road, Sonoma, referred to the master plan for groundwater development and Figure 7-1 for the calculation of the natural recharge. He took issue with that figure and the resulting calculations

In response, **Mr. Harry** stated that discrepancies in information would need to be clarified by hiring a competent firm to verify the data developed .

**Director Smith** inquired of the scope of the reexamination and whether or not that would include any alternative sites in the area.

With respect to the hydrology of the area, **Mr. Harry** referred to the Felder Creek watershed, noted that the Temelec area was outside of that watershed and the site where our tanks are located could be a site for further investigation. He stated that the recharge potentials and the stratas should be considered. He noted that there was a cross section profile of the Valley in this area that could also be used by the geohydrologist to be hired. He sought professional advice prior to establishing a scope, which he hoped to do in the interviewing process.

**Mr. Harry** added, when asked, that the Temelec tank site was 2.35 acres in size, that there was power to the site, but as to whether that could be a potential well site, the VOMWD would be concerned with the effects on the Temelec Community. He stated that would have to be considered when evaluating any alternative sites as well as determining whether or not the Arnold Drive/Felder Road site was the preferred alternative.

**Director Woods** clarified that when speaking to alternative sites the discussion did not address alternative sites in an environmental quality sense. He stated that the VOMWD had considered alternative sites for years separate from alternative sites referenced by CEQA. He emphasized that the consideration of sites was an ongoing process for the VOMWD. From the information discussed at the last meeting, he did not see the Boudreau report as being conclusive as to whether or not there would be additional water available at the 600 foot level that would have no impacts on other wells or on the creek. He stated that if pursuing the site, another hydrogeologist would need to evaluate the site to provide more information to allow the VOMWD Board to proceed consistent with its policy of not impacting other wells.

**Director Woods** supported the idea of broadening the scope to include drilling on land that the VOMWD already owned, such as the Temelec site.

**Director Bramfitt** suggested that spending money on a geohydrologist would represent a good investment for all involvement to be able to clarify the issues, particularly since the area in question currently experienced well issues.

**Director Kenny** noted that his inquiries to private and public property owners in the area had not resulted in the information he had sought, such as the depth of the Temelec well and the winery wells.

**Mr. Harry** acknowledged that issues were to be discussed in the future. He noted the challenges facing the VOMWD with respect to water resources, stressed the need for additional well sites, and while recognizing the neighbors' issues, emphasized the need to find local well capacity of acceptable quality and quantity that would not impact neighboring wells. He stated that was not an easy task.

**Mr. Harry** recommended that the public comments be received and filed and that the Initial Study and Proposed Negative Declaration be tabled for future consideration. He also recommended that staff be directed to request proposals from experienced groundwater consultants to further investigate the hydrogeology issues raised during the public review process and to bring the recommended proposal to the Board for approval.

Motion by **Director Kenny**, seconded by **Director Bramfitt** and carried unanimously by a voice vote to receive and file the public comments, that the Initial Study and Proposed Negative Declaration be tabled for future consideration, and that staff be directed to request proposals from experienced groundwater consultants to further investigate the hydrogeology issues raised during the public review process and to bring the recommended proposal to the Board for approval.

**B. Discuss/Approve: Sobre Vista Roadway Repair Agreements**

**Mr. Harry** reported that the project was nearing completion. Given favorable contract bids, the \$700,000 budgeted item would be completed for approximately \$406,000. Some issues with roadway repair and maintenance had arisen. There had been a discussion of the property owners involved to enter into a cost sharing agreement, primarily for the property where the pipeline, tank and pumping station were located to repair the roads. He noted that the VOMWD attorney had prepared cost sharing agreements and Mr. Gradolph had solicited bids.

**Mr. Harry** recommended the following:

1. Approve the Road Repair Cost Sharing Agreement between the VOMWD and Franco and Natalia Vicino and authorize the General Manager to sign the agreement.
2. Approve the Road Repair Cost Sharing Agreement between the VOMWD, Paul and Sheila Leach, Spreckles House, LLC, and Franco and Natalia Vicino, and authorize the General Manager to sign the agreement.
3. Upon signatures of all parties to the two party road repair agreement, approve a contract between the VOMWD and All Phase Paving in an amount not to exceed \$28,650 to repair the portion of the existing road as outlined in Exhibit A of the Road Repair Cost Sharing Agreement.
4. Upon signatures of all parties to the four party road repair agreement, approve a contract between the VOMWD and All Phase Paving in an amount not to exceed \$15,900 to repair the portion of the existing Sobre Vista Road as outlined in Exhibit A of the Road Repair Cost Sharing Agreement.

Motion by **Director Kenny**, seconded by **Director Smith** and carried unanimously by a roll call vote to adopt Items 1, 2, 3, and 4 of the staff recommendation for a cost to the VOMWD in a not to exceed \$27,250.

**C. Discuss/Approve: Heaven Hill Surplus Property Pipeline Relocation Agreement with Ashlin Pacific Construction, Inc. Amount Not to Exceed \$40,800**

**Mr. Harry** stated that part of the agreement with the surplus property was that an easement would be offered to the VOMWD to allow the relocation of the water line that traveled through the building site. The firm of Ashlin Pacific Construction, Inc. had offered a favorable price of \$40,800. He recommended that the VOMWD enter into a contract with Ashlin Pacific in an amount not to exceed \$42,600 to relocate the water line at 1055 Heaven Hill Road.

When asked, **Mr. Gradolph** noted that the main line would have to be shut down for up to four hours prior to tying into the new line. No customers would be affected.

Motion by **Director Bramfitt**, seconded by **Director Kenny** and carried unanimously by a roll call vote to award the contract with Ashlin Pacific Construction Inc. in an amount not to exceed \$42,600 to perform all work necessary to relocate the water main at 1055 Heaven Hill Road and authorize the General Manager to sign the contract.

**D. Discuss/Direct Staff:** Regarding JPIA and ACWA December Conferences

**Mr. Harry** reported that the Joint Powers Insurance (JPIA) and Association of California Water Association (ACWA) conferences had been scheduled for the first week in December. He would attend the ACWA conference, which would occur on a Board night. He had previously spoken to Director Kenny about the JPIA conference and noted that Director Smith would attend in Director Kenny's place. Since the second meeting in December was traditionally cancelled, he questioned whether or not the first meeting in December could also be canceled. The second meeting, if held would be December 16, 2003.

**Director Woods** stated that he could not attend the ACWA session.

**Director Smith** noted that he will be attending JPIA and ACWA Conferences.

**Director Bramfitt** was comfortable having only one member of the Board and the General Manager represent the VOMWD at the JPIA and ACWA. He suggested canceling the first meeting in December and leaving the second meeting open, if needed.

By consensus, the Board cancelled the first meeting in December and left open the second meeting, if needed, to be determined by the November meeting.

**President Prushko** adjourned into Closed Session at 7:37 P.M.

**9. CLOSED SESSION**

- A.** Conference with Labor Negotiators Pursuant to Government Code Section 54957.6; Agency Negotiator: Lee J. Harry; Negotiating Parties: International Union of Operating Engineers, Stationary Local 39 AFL-CIO.

**10. RECONVENE IN OPEN SESSION**

**President Prushko** reconvened into open session at 7:50 P.M. and reported that no action had been taken in Closed Session.



**11. REQUEST FOR FUTURE AGENDA ITEMS**

There was no request for future agenda items.

**12. ADJOURNMENT**

Motion by **Director Bramfitt**, seconded by **Director Woods** and carried unanimously to adjourn the meeting at 7:55 P.M. The next scheduled meeting is a Regular Meeting on November 4, 2003 at 6:30 P.M.

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Shari Walk, Deputy Board Secretary