

VALLEY OF THE MOON WATER DISTRICT
REGULAR MEETING MINUTES
October 4, 2005

A regular meeting of the Board of Directors of the Valley of the Moon Water District was held on Tuesday, October 4, 2005, 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 Michael Woods called the meeting to order at 6:30 P.M. and led the Pledge of Allegiance.

Roll Call by **Deputy Secretary Walk** noted the following present:

Directors Present:	Mark Bramfitt Ed Kenny Ron Prushko Sanford Smith Michael Woods
District Personnel:	Shari Walk, Office Supervisor Paul Gradolph, Operations and Maintenance Supervisor
General Manager:	Krishna Kumar
District Counsel:	Robert B. Maddow
Public Present:	David Keller, Randy Poole, Phillip Sales, Nandananda, Martin Steinpress, Brown and Caldwell, and Sandi Hansen, Sonoma Index-Tribune

2. PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

Director Bramfitt removed Item A from the Consent Calendar due to his absence from the last meeting.
Director Kenny removed Item E from the Consent Calendar.

- A. Receive and Approve Minutes of Regular Meeting of September 6, 2005 [REMOVED]
- B. Adopt Resolution No. 051001 Supporting “No Time To Waste: A Blueprint for California Water.”
- C. Adopt Resolution No. 051002 Accepting Project Closing documents, Water Facilities Installation Agreement with Burbank Housing Development Corporation Project No. 2882.
- D. Declare Vehicle No. 21, 1990 LD2500 Chevy Pickup Truck and Vehicle No. 24, 1992 GMC C-2500 Pickup Truck as Surplus Equipment.

- E. Approve Amendment No. 2 to Extend the Duration of the Term Agreement with the Engineering Firm of Brelje & Race to January 19, 2008. [REMOVED]
- F. Approve Invitation for Bids for the Agua Caliente Booster Station Project No. 2892.

Motion by **Director Bramfitt**, seconded by **Vice President Smith** and carried unanimously by a voice vote to adopt the Consent Calendar, with the removal of Items A and E.

- A. Receive and Approve Minutes of Regular Meeting of September 6, 2005

Motion by **Vice President Smith**, seconded by **Director Prushko** to adopt the minutes of the Regular Meeting of September 6, 2005, carried by the following vote:

Ayes: Prushko, Smith, Woods
Abstain: Bramfitt, Kenny

- E. Approve Amendment No. 2 to Extend the Duration of the Term Agreement with the Engineering Firm of Brelje & Race to January 19, 2008

Director Kenny questioned whether or not there was a set price for the period of time indicated for the agenda item.

General Manager Krishna Kumar explained that even though the firm would be on a term agreement it still would have to submit bids with all of the other engineering firms. If the VOMWD chose to hire the firm, it would then come on board.

President Woods understood that the firm would not be compensated by the VOMWD unless selected by the VOMWD Board for a specific project. He understood that the VOMWD had several firms under term engineering agreements.

Motion by **Director Bramfitt**, seconded by **Director Kenny**, and carried unanimously to approve Amendment No. 2 to extend the duration of the Term Agreement with the engineering firm of Brelje & Race to January 19, 2008.

4. PUBLIC PRESENTATION

There was no public presentation.

5. OPERATIONAL & COMMITTEE REPORTS

- A. Approve Current Financial Reports for August 2005

Motion by **Director Kenny**, seconded by **Director Bramfitt**, and carried unanimously by a roll call vote to approve the monthly Financial Reports & Disbursements for the month of August 2005 in the amount of \$613,957.02.

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

Operations and Maintenance Supervisor Paul Gradolph presented the summary review of current District projects and significant operations and maintenance issues for September 2005, as follows:

- **Project #2855 - Glen Ellen Storage Tank:** On-site piping was in the process of being installed with the tank foundation to be dug this week and to be poured early next week. A revised schedule has been received from North Bay Construction with a tentative completion date of January 14, 2006.
- **Meter Replacement Program:** 1,100 small meters (5/8ths inch and 2 inches) had been identified due for replacement because of age or total volume of water that had passed through them.
- **Emergency Preparedness:** Staff had been in contact with other local agencies to discuss the subject of coordination during emergencies to be discussed further at local disaster planning meetings. Staff planned to present a comprehensive status update on emergency preparedness to the VOMWD Board at its next meeting.

Director Prushko commented that he had reviewed the price of the replacement meters. He inquired of staff whether or not the price as shown would include labor for the removal and replacement of the meters.

Mr. Gradolph explained that the labor cost would be \$55 to take each meter out of the ground and replace it with a new meter.

Office Manager Shari Walk advised that the cost indicated at \$116,000 in the staff report would be for outside labor for the replacement of the meters.

C. Water Source Report

The Board acknowledged receipt of the Water Source Report.

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

There were no reports or comments.

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

District Legal Counsel **Bob Maddow** reported that the Board of Directors of the Association of California Water Agencies (ACWA) had approved a recommendation from the ACWA Legal Affairs Committee that the Association participate in litigation involving the Federal Clean Water Act. He advised that there had been a number of cases that had arisen over the past several years raising questions under the Federal Clean Water Act as to whether or not a permit was required for the movement of water from one hydrologic basin to another. The ACWA Board had concluded that ACWA should participate in the litigation of two cases in particular since it was uncertain which case would reach the Supreme Court first. In either case, he stated that the ACWA wanted the opportunity to be heard and wanted to remain active in those and other cases due the significance of the legal question as to whether or not National Pollutants Discharge Elimination System (NPDES) permits would be required for the movement of water from basin to basin.

President Woods expressed his appreciation to **Mr. Maddow** for his work on the Legal Affairs Committee.

A. Water Advisory Committee (WAC) Meeting of October 3, 2005.

Mr. Kumar indicated that he would include his comments regarding the WAC meeting of October 3 in his report under Agenda Item 8 A.

Mr. Kumar reported that the next ACWA Conference had been scheduled for November 29 through December 2 in San Diego which he would attend along with Vice President Smith. He noted that the ACWA-JPIA meetings had been scheduled to take place at the same time.

Mr. Kumar advised that the VOMWD and Mr. Jacobsen had agreed to a mutually acceptable arbitrator, with the arbitration to take place on November 29 and 30.

Mr. Kumar also reported that the Sonoma County Water Agency (Water Agency) had arranged for a Scoping Meeting for the Sonoma Valley Recycled Water Project on October 6 at the Sonoma County Community Center between 4:30 and 7:00 P.M., with a presentation at 5:30 P.M. The Water Agency had invited the VOMWD General Manager to man one of the tables along with Al Bandur and Jay Jasperse for the purposes of introducing the project to Sonoma Valley residents, to provide residents an opportunity to ask questions about the project, and to seek input from area residents.

Mr. Kumar noted that he planned to send a letter to Hill Road residents providing an update on the current schedule for the project so that the residents would have a better understanding of the sequence of the remaining tasks involved with the project.

It was reported that the VOMWD Christmas Party had been scheduled for December 8 at the Sonoma Lodge at 7:00 P.M. Invitations would be mailed soon.

8. OLD/NEW BUSINESS

- A. Approve/Adopt:**
- 1) Adopt Resolution No. 051003 and No. 051004 approving the Restructured Agreement and Impairment MOU Extension respectively;
 - 2) Authorize the President to execute the documents and to approve minor, administrative changes to said documents, if any; and
 - 3) Authorize the General Manager to file Notices of Exemption with the Sonoma County Clerk in accordance with the provisions of the California Environmental Quality Act (CEQA)

Mr. Kumar introduced Randy Poole, General Manager/Chief Engineer, SCWA, Nandananda, President of the Board of Directors, Friends of the Eel River (FOER), and David Keller, the Bay Area Director of FOER. He reported that the governing bodies of the cities of Rohnert Park and Cotati, and the Forestville Water District, had approved the Restructured Agreement and the Impairment Memorandum of Understanding (MOU) extension. The VOMWD had approved the documents, in principle, at its meeting of July 5, 2005 pending finalization of the resolutions. The VOMWD had received several letters and emails regarding the reference on the Agreement to the potential acquisition of the Potter Valley Project (PVP) by the Water Agency, with additional communication having been received since the preparation of the staff report. The reference to the PVP was first included in the Ninth Amended Agreement in 1995, and remained virtually unchanged through the Tenth and Eleventh Amended Agreements. The Restructured Agreement contained virtually identical language.

The provisions relating to the PVP include the option for the Water Agency to acquire the PVP if deemed necessary to ensure the Water Agency's continued ability to make water deliveries to the VOMWD and other water contractors, with the prior approval of the Water Advisory Committee.

Absent any language in the Restructured Agreement regarding the PVP, **Mr. Kumar** suggested that the Water Agency may potentially pursue the acquisition of the PVP without obtaining the approval of the water contractors. The Chairperson of the Water Advisory Committee had specifically mentioned that as the original motivation for the inclusion of the PVP language in the Ninth Amended Agreement in 1995.

Currently, Water Advisory Committee approval for the PVP would require 5 out of 8 contractors to agree plus a majority of weighted votes, which was the prescribed voting methodology in the Restructured Agreement not just for the PVP acquisition but for all of the other matters requiring voting. Staff did not see the need to change the methodology to a unanimous vote for the acquisition of the PVP alone as it had been suggested in some of the communication before the Board. Such a strict requirement would result in veto powers for each of the water contractors.

As the Notice of Exemption for the Restructured Agreement indicated, **Mr. Kumar** explained that approval of the Restructured Agreement was exempt under CEQA, for the reason that there was no possibility that the Restructured Agreement would result in a significant effect on the environment because the agreement would not change the entitlements of any water contractor or customer, result in any increases in water deliveries, or permit the Water Agency to construct any new facilities for water delivery, but rather consists of technical amendments and the creation of funding and administrative mechanisms that did not involve any commitment to specific projects. Each possible project was subject to its own environmental review. He noted that VOMWD Legal Counsel was in agreement with that conclusion.

Mr. Kumar reported that during the WAC meeting held on October 3, 2005, the cities of Santa Rosa and Petaluma had indicated that their respective City Councils would be considering the Restructured Agreement in October and November respectively. This date, the Water Agency Board of Directors had given approval to Randy Poole, among other things, to initiate discussions among the appropriate regulatory agencies and stakeholders for developing criteria and plans to operate the PVP for the benefit of both the Russian and Eel River fisheries, with potential actions including modifying flows, changing storage strategies or diversion timings to maximize opportunities in either wet or dry years.

Mr. Kumar recommended that the VOMWD Board adopt Resolution No. 051003 and 051004 approving the Restructured Agreement and the Impairment MOU; authorize the President to execute the documents and to approve minor, administrative changes to said documents, if any; and authorize the General Manager to file Notices of Exemption with the Sonoma County Clerk in accordance with the provisions of CEQA.

Nadananda, President of the Board of Directors, Friends of the Eel River (FOER), thanked the VOMWD for the opportunity to address her concerns. She explained that the Eel River was the third largest watershed in the State but was out of sight and out of mind for many since the terrain was so rugged with few roads. She suggested that the main stem of the river would be heavily impacted by diversions. She emphasized that the system was greatly impacted not only by water diversion, logging practices, and the railroad but the system was being deprived of natural water and was unable to flush itself well. She commented that an EPA study in the area had concurred that there was at least 1,000 miles of prime spawning and rearing habitat in the Eel River with more fisheries back in the system than almost any other system along the North Coast.

Nadananda advised of upcoming meetings with PG&E, which she hoped would work to create a restoration plan for the river system. She stated that the FOER would like the VOMWD to drop the purchase of the PVP in the Restructured Agreement for Water Supply.

David Keller, Bay Area Director, FOER, explained that letters had been gathered in Humboldt County and

in the City of Petaluma regarding the issue. He stated that both Humboldt and Northern Mendocino Counties economies and businesses would like the water and fish back. As a former City Councilmember for the City of Petaluma and having been involved in the Eleventh Amended Agreement, he stated that the same concerns had previously been raised in relation to the PVP and the Eel River.

Mr. Keller stated that his own experience with utility contracts was substantial. As he viewed, the Restructured Agreement was a business contract, and the cost of the PVP would go to the ratepayers. If the language in the document was accepted, he stated it would need only a weighted majority for approval of the PVP. He suggested that there was no good explanation for the contract to the ratepayers and it was not providing due diligence to leave it as is, as an unspoken and unclear commitment on the VOMWD's part since the VOMWD, as a small district, could be dragged into the majority.

Mr. Keller emphasized that the North Marin Water District Board had asked that the costs be spelled out. The City of Sonoma had agreed to table the discussion pending more information and further discussion. He asked that the VOMWD join with North Marin to ensure that the costs be clearly identified. To date, he stated that the Water Agency had not answered those questions in writing.

President Woods spoke to the language on the potential for the acquisition of the PVP and inquired how long it had been in the agreement or earlier contracts.

Mr. Kumar explained that the language had originally been placed into the Ninth Amended Agreement, which had been approved in 1995. The Ninth Amended Agreement had become the Tenth, and the Tenth had become the Eleventh. The current process was considering the Twelfth version, or what was now being called the Restructured Agreement.

President Woods commented that if the Water Agency had produced a proposal to acquire the PVP, he would be interested in the type of vote that would be needed at WAC. He understood that if the language remained in the contract, the Water Agency would have to seek WAC approval. He confirmed with Mr. Kumar that would require a weighted majority and also five out of eight contractors would have to approve.

President Woods also confirmed with Mr. Kumar that if the City of Sonoma, North Marin, VOMWD and Petaluma did not want the project, it would be defeated, or if Windsor, Sonoma and North Marin and VOMWD did not want it, it would be defeated.

President Woods spoke to the legal issues raised by the law firm representing FOER. He understood that their position appeared to be that the VOMWD could not approve the agreement under CEQA without full environmental review. He requested that District Legal Counsel provide a legal view on that point.

District Counsel Maddow suggested that the approach being recommended by the General Manager to CEQA documentation was appropriate and he was of the view that the agreement did not entail any permit or a commitment to proceed with regard to any project. The agreement would merely establish internal workings or the relationships between the contractors and the agencies that would apply should any decisions come forward and be approved with regard to any future facilities, including the PVP, and several different transmission facilities possible in the future. In his opinion, under careful reading of CEQA, the project would qualify for an exemption and the exemption placed before the VOMWD was an appropriate one.

Mr. Maddow added that it was clear that each of the types of projects that could run through the process for consideration by the Water Agency and its contractors in the future would require environmental documentation, which could be project by project, or be on a broader scale if the Agency embarked on a program involving multiple individual projects.

President Woods also noted that the other point raised in the letter of the legal firm representing the FOER had suggested that if the agreement were approved by the VOMWD, it would bind future VOMWD Board of Directors to be committed to the PVP. In his opinion, as long as the VOMWD had the opportunity to vote at WAC on whether to acquire or not, whoever was on the Board of the VOMWD when that question was raised would be able to determine how to direct that vote on VOMWD's behalf.

Mr. Maddow concurred with the President's analysis. Having seen the letter from the firm representing FOER, he noted that he reread the provisions of the agreement that the firm had referenced. He was of the opinion that the drafters of the Restructured Agreement had done a good job highlighting the fact that future Boards would have an unfettered opportunity to make a decision with regard to individual or groups of projects that could come forward.

Director Prushko commented that based on the comments from Mr. Poole and Mr. Keller, he understood that the goals were the same, to balance the flow in the Eel and Russian Rivers to ensure fish survival.

Mr. Poole emphasized the need for a fair balance. He stated that the Water Agency had a stronger belief that the fisheries on the Russian River were very important at this time and that the Eel River system, which was degraded, had many issues in dealing with that watershed over multiple years before any type of restoration could be considered. He commented that they were speaking of a total of five species with overlap and the need to ensure a large water supply for the region for urban and agricultural uses. He added that the Water Agency had to deal with all of those issues.

President Woods inquired whether or not the Water Agency had any current plans to pursue the acquisition of the PVP, to which Mr. Poole advised that the Water Agency had no such plans.

Mr. Poole suggested that fact being used as a reason to not approve the contract was a misnomer of the intent of the agreement. He described the agreement as a treaty, defining a process to work with the VOMWD on many different fronts where the Water Agency was not trying to lock the VOMWD into the purchase of the PVP project. It was also not the desire of the Water Agency to be involved with that as an Agency project.

Given that view and from the Water Agency's perspective, **President Woods** inquired of the advantage to have the language on the PVP in the agreement.

Mr. Poole commented that the long term issue was the balance to provide significant fishery benefits to the Russian River system necessary to recover the species. In terms of balance, the VOMWD could be asked to help subsidize the cost of such recovery to some degree, although he was uncertain and would be looking for others to share in that benefit for the recovery of the species. The Russian River would lead the recovery for the species.

Director Prushko inquired whether or not there was any Chinook salmon in the Eel River, to which Mr. Poole advised that 300 to 400 Chinook salmon were returning.

Speaking from the audience, **Nadananda** commented that it had been fluctuating.

Mr. Poole commented that he had discussions with the National Oceanic and Atmospheric Administration (NOAA) and the numbers were lower than the Russian River which could have over half of the returning Chinook salmon for the entire ESU including six to seven major river systems. There was a program

occurring whereby the salmon that made it up to the PVP and Van Arsdale fishery area were taken over to the Warm Springs fish hatchery and bred, to be put back into the Eel River. The Water Agency had to have a discussion with NOAA and with the Department of Fish and Game to ensure that management plan protocols were followed at Warm Springs to help lead towards recovery.

Mr. Keller suggested that what would be fair would be the recovery of the native species in both rivers. He emphasized that FOER, and others were in agreement with the necessity for fish recovery in both rivers. He noted that he would like to see Russian River native fish be recovered using Russian River water, and the Eel River fish should be able to recover using Eel River water.

In response to Director Kenny, **Mr. Keller** acknowledged that there was tagging of the fish, but it did not occur for all fish and what was replacing the tagging, was genetic tagging which was more accurate, and could be done more easily.

Director Bramfitt recognized the complexity of the issue. He commented on the likelihood that there would be litigation in the future as related to the issue, although he noted that the PVP presently provided benefits including energy, diversion for water supply and value for habitat restoration. It was clear to him that of those three benefits; the most important, if not in the past but in the future, would be the habitat restoration. He recognized that as only one part of the solution with logging, river bank restoration, pollution, erosion, mining and all those other things that impacted both watersheds.

Director Bramfitt agreed that the costs for restoration for both river systems were the responsibility of the regional communities, both to the north and all the way down to the Valley. He noted that the Water Agency, and by association the VOMWD, as much as they were part of the problem would also be part of the solution. In his opinion, there was a need to reserve the VOMWD Board's right to exercise its opinion over the issue. He did not find that item in the contract to be particularly troubling in that he understood that there were other water contractors that were of the opinion that there should be a unanimous vote and he could probably be persuaded to that opinion. He suggested that leaving the PVP element out of the agreement seemed foolhardy and he would like to see the VOMWD exercise its opinion over a potential pipeline from Warm Springs Dam down to potential surface water treatment plants and all of the other things that the VOMWD must be involved in to deliver water.

Director Bramfitt indicated that he was prepared to move the adoption of the Temporary Impairment MOU and the Restructured Agreement as submitted.

President Woods understood that the issue before the Board was not whether or not PVP should stay or go or be acquired, or the appropriate manner of pursuing species restoration. The issue before the Board was whether or not the two agreements should be approved. The agreements had been approved on July 5, 2005 subject to final form and the Board had obtained tremendous benefits for the VOMWD through the agreement with the assistance of the Water Agency. He noted that there were some provisions that would have been terribly problematic for the VOMWD. The agreement now provided for a more sustained and predictable flow of water for the Valley than would otherwise have been possible.

President Woods was sensitive to the issue of the species that needed to be cared for and restored. He expected there would be continued discussions in the future with hopeful agreement on how to deal with that issue.

President Woods suggested that the agreement was a financial and administrative structure, as it had been in the past, and he was satisfied that any project that could have a potential physical change on the environment

would be subject to environmental review before it could be approved. He was more comfortable having language in the agreement that would require the WAC to be involved in the decision to acquire the PVP, rather than removing that language all together.

President Woods was prepared to support Director Bramfitt's motion to allow the agreement to move forward.

Motion by **Director Bramfitt**, seconded by **Vice President Smith**, and carried unanimously by a roll call vote to adopt Resolution No. 051003 and No. 051004 approving the Restructured Agreement and the Impairment MOU Extension respectively; 2) Authorize the President to Execute the documents and to approve minor, administrative changes to said documents, if any; and 3) Authorize the General Manager to file Notices of Exemption with the Sonoma County Clerk in accordance with the provisions of the California Environmental Quality Act.

B. Approve/Award: An Agreement with Brown and Caldwell in an Amount Not to Exceed \$134,274 for the Hydrogeological Phase and \$205,915 for the Engineering Phase, Including CEQA Work, for Drilling and Equipping a New Water Supply Well and Authorize the President to Execute the Agreement

Mr. Kumar reported that in response to the Request for Proposal (RFP) the VOMWD had received proposals from five firms. A panel consisting of himself, Paul Gradolph, O & M Supervisor, Jay Jasperse, Deputy Chief Engineer, Sonoma County Water Agency, and Jim Flugum, the Associate Civil Engineer for the City of Healdsburg had reviewed each proposal. The panel had unanimously recommended the firm of Brown and Caldwell as the top candidate for both the hydrogeological and engineering phases. Of the three firms that had responded to both phases, Brown and Caldwell had quoted the lowest not to exceed amount. Their total not to exceed amount was approximately 41 percent less than the highest bidder and 19 percent less than the next highest bidder.

Assuming Board approval of the agreement with Brown and Caldwell, **Mr. Kumar** advised that staff was seeking Board direction for holding public workshop meetings. The RFP had included a minimum of three separate public meetings, the first on November 1, 2005 coinciding with the VOMWD Board Meeting, to seek public input on the VOMWD's overall need and plan for the proposed new water well and to lay out the proposed criteria to evaluate potential well sites. If the workshops went well and input was received, the VOMWD would work with the consultant to evaluate the sites.

Mr. Kumar stated that a second public meeting had been proposed for January 3 to be held in conjunction with the VOMWD Board meeting on that date to roll out the tentative rankings and the basis for the rankings. The third public meeting would be held on February 15, 2005 to be held near the top ranked site, specifically targeted for the nearby residents to explain the process involved in the construction of an exploration hole/test well and potentially a production well.

Mr. Kumar asked that the Board approve the agreement with Brown and Caldwell in an amount not to exceed \$134,274 for the hydrogeological phase, and \$205,915 for the engineering phase, including CEQA work for the drilling and equipping a new water supply well and authorize the President to execute the agreement, along with direction on the proposed public meetings.

Mr. Kumar introduced Martin Steinpress, the Chief Hydrogeologist with Brown and Caldwell.

President Woods thanked the Water Agency and City of Healdsburg as well as all those who had been involved. He was pleased to have Brown and Caldwell participate with the VOMWD on the project.

Director Bramfitt suggested that the layout of the public workshops was appropriate and should be held in conjunction with the Board meetings, with the third workshop near the neighborhood of the top ranked site.

Phillip Sales commented that he had an opportunity to review the staff report recommending the hydrogeological and engineering services for the Water Supply well. He complimented the VOMWD General Manager and the VOMWD Board for preparing a thorough packet of information to be able to keep affected neighborhoods well informed. He suggested that would allow the residents to be involved in the process as the VOMWD selected the site for the well. He complimented the VOMWD's approach on the matter.

Mr. Sales recognized that the proposed approach would offer a level playing field and if the engineering studies recommended the Felder Road site, that's what would need to be considered.

On motion by **Vice President Smith**, seconded by **Director Prushko**, and carried unanimously by a roll call vote to approve an agreement with Brown and Caldwell in an amount not to exceed \$134,274 for the hydrogeological phase and \$205,915 for the engineering phase, including CEQA work, for drilling and equipping a new water supply well and authorize the President to execute the agreement.

- C. Approve/Award:**
- 1) Task Order #05-2899-01 to the Firm of Brelje & Race Engineers in an Amount Not to Exceed \$42,200 to Perform Engineering and Construction Services for Project No. 2899;
 - 2) Task Order #05-2900-01 to the Firm of Brelje & Race Engineers in an Amount Not to Exceed \$35,200 to Perform Engineering and Construction Services for Project No. 2900;
 - 3) Term Engineering Services Agreement with Cinquini & Passarino, Inc., and
 - 4) Task Order #05-2901-01 to the firm of Cinquini and Passarino, Inc. in an Amount Not to Exceed \$34,230 to Perform Engineering and Construction Services for Project No. 2901.

Mr. Kumar advised that at the request of the VOMWD, three firms had submitted proposals for providing engineering design services for the three water main projects in the current year Capital Improvement Project (CIP). After careful evaluation of the proposals received, staff had given the highest rating to the proposal submitted by Brelje & Race for Project No. 2899-01 and 2900-01 while the proposal from Cinquini & Passarino had been given the highest rating for Project No. 2901-01 as elaborated in the staff report.

Mr. Kumar explained that Winzler and Kelley had submitted a combined proposal and had not broken down the costs for each of the projects. The total cost from that firm had been the highest cost of all three firms.

Between Brelje & Race and Cinquini & Passarino, the later firm had submitted the lowest cost proposal for all three projects, approximately \$20,000 less than the combined total from Brelje & Race. After much deliberation, staff had decided to recommend awarding two of the design contracts to Brelje & Race and one to Cinquini & Passarino. Even though the proposals from Cinquini & Passarino had comparable technical merit as well as the lowest price for all of the proposals received, the District had no previous experience with that firm.

Mr. Kumar recommended that the VOWD Board approve Task Order #05-2899-01 to the firm of Brelje &

Race Engineers in an amount not to exceed \$42,200 to perform engineering and construction services for Project No. 2899; 2) Task Order #05-2900-01 to the firm of Brejle & Race Engineers in an amount not to exceed \$35,200 to perform engineering and construction services for Project No. 2900; 3) Term Engineering Services Agreement with Cinquini & Passarino, Inc., and 4) Task Order #05-2901-01 to the firm of Cinquini and Passarino, Inc. in an amount not to exceed \$34,230 to perform engineering and construction services for Project No. 2901.

Director Prushko expressed surprise that Cinquini & Passarino, the lowest bidder, had not been awarded the entire contract for all three projects.

President Woods commented that he had the same concerns and had spoken with the General Manager regarding the issue prior to the meeting. The VOMWD had good experience with Mr. Tony Cinquini from Winzler and Kelly who had a lot of civil engineering backup at that firm. He commented that as it related to the Hill Road project there had been occasions when he had asked the General Manager to ensure that Mr. Cinquini's opinions were being peer reviewed by other senior engineers in the firm. Not out of lack of confidence, it was only so that Mr. Woods could speak to ratepayers and residents in the area who had concerns with the project. As such, he had wanted to be assured of an additional opinion. He was otherwise interested in giving the firm of Cinquini & Passarino a chance and adding them to the VOMWD's stable of trained engineers.

President Woods further commented that Brejle & Race had been one of the VOMWD's term engineers and he shared concerns that staff had on previous projects and cost items. He noted that the representative from Brejle & Race was aware of the VOMWD's concerns from the past and that person had been asked to be watchful of the budgeted amounts.

Director Prushko commented that after hearing that explanation he was satisfied with the staff recommendation. He noted that any one of the three projects was not too difficult and was only the replacement of water mains.

On motion by **Director Prushko**, seconded by **Vice President Smith**, and carried unanimously by a roll call vote to approve 1) Task Order #05-2899-01 to the firm of Brejle & Race Engineers in an amount not to exceed \$42,200 to perform engineering and construction services for Project No. 2899; 2) Task Order #05-2900-01 to the firm of Brejle & Race Engineers in an amount not to exceed \$35,200 to perform engineering and construction services for Project No. 2900; 3) Term Engineering Services Agreement with Cinquini & Passarino, Inc., and 4) Task Order #05-2901-01 to the firm of Cinquini and Passarino, Inc. in an amount not to exceed \$34,230 to perform engineering and construction services for Project No. 2901

D. Approve/Award: An Agreement with Ashlin Pacific Construction Inc., in an Amount Not to Exceed \$116,205 for Replacing Water Meters and Authorize the General Manager to Execute the Agreement.

Mr. Kumar reported that the VOMWD currently had approximately 1,000 5/8 inch meters that had recorded more than 3 million gallons of water usage, which were in need of replacement since there had been a tendency to record inaccurate meter readings. The VOMWD was also proposing to change an additional 175 meters with larger sized meters, and such replacement had a positive impact on revenues. Quotes had been received from two firms, the proposals were comparable technical merit, with one of the quotes approximately \$3,000 less than the other.

Mr. Kumar recommended that the VOMWD Board approve an agreement with Ashlin Pacific Construction

Inc., in an amount not to exceed \$116,205 for replacing water meters and authorize the General Manager to execute the Agreement.

Mr. Kumar clarified in response to **Director Prushko** that the VOMWD would purchase all of the meters. The firm would not provide any materials, but would only provide the labor. Speaking to the Meter Replacement Program and Estimated Costs of the Project as contained in the staff report, he identified the cost for meter installation at \$55 per meter, with CV installation at \$65 per unit. A meter box in concrete would cost \$165 per unit.

On motion by **Director Prushko**, seconded by **Director Bramfitt**, and carried unanimously by a roll call vote to approve an Agreement with Ashlin Pacific Construction Inc., in an amount not to exceed \$116,205 for replacing water meter sand authorize the General Manager to execute the Agreement.

9. CLOSED SESSION

There was no closed session.

10. RECONVENE INTO OPEN SESSION

There was no closed session.

11. REQUEST FOR FUTURE AGENDA ITEMS

Director Prushko reported that a ratepayer had spoken to him about the proposed recycled water project, and one of the proposed alignments going along Arnold Drive. He noted that the west side of the Valley was all on septic. He questioned whether or not a sewer line could be placed in the same ditch and running it back to the plant for future use. He emphasized that area of the Valley was notorious for sewer problems that needed to be addressed.

President Woods asked that the ratepayers name and number be provided to the General Manager, who would then be able to contact that individual to possibly suggest attendance at the scoping session on October 6 for the Sonoma Valley Recycled Water project.

Mr. Kumar added that he could forward the concerns to the appropriate parties at the scoping session if the ratepayer was unable to attend that session.

Director Kenny reported that he would be absent from the next meeting.

12. ADJOURNMENT

Motion by **Director Bramfitt**, seconded by **Vice President Smith** and carried unanimously to adjourn the meeting at 8:07 P.M. The next scheduled meeting is a regular meeting on November 1, 2005 at 6:30 P.M.

Shari Walk, Deputy Board Secretary