

# **GRAVELLY FORD WATER DISTRICT**



**A HISTORY**

# HISTORY OF GRAVELLY FORD WATER DISTRICT

## Sources of Information

- Information on the Gravelly Ford Water Association was obtained from George Andrew.
- Chapter One and Chapter Two were researched in files of Denslow Green.
- Information in Chapter Three and the Epilogue was obtained from District files and minutes.

# HISTORY OF THE GRAVELLY FORD WATER DISTRICT

## PROLOGUE

The present day Gravelly Ford Water District had its beginnings in the late 1940's in Madera County. George Pope, Jr. owner of the El Peco Ranch, was desirous of receiving a supply of water from the the Bureau of Reclamation. As they would not sell water to an individual, it was necessary to form an alliance. Mr. Pope approached other farmers in the area with the suggestion of starting an association for the purpose of receiving water from the Bureau.

This association was to take the form of a stock company with shares being sold which entitled the shareholder to purchase water. The water was to be received through the old Miller & Lux canal called Gravelly Ford Canal so the group called themselves the Gravelly Ford Water Association. The price of each share was \$9..

In addition to Mr. Pope, those involved in the original operation were: Eldred Lane, right hand man to Mr. Pope and President of the Association; Hart Nelson, Charles Fleming, a Mr. Burkhart, Urgel Gendron, C. J. Emmert, who was Secretary, and George Andrew. Mr. Emmert was a great asset to the group as he had owned The Madera Canal Company.

This Association continued for some years until the Bureau of Reclamation gave them notice that to continue receiving water from the Central Valley Project, they must have a contract. This required forming a water district and negotiating a contract.

INCORPORATED UNDER THE LAWS OF THE

STATE OF CALIFORNIA, FEBRUARY 24, 1947

SHARES

No. 4

# Gravely Ford Water Association, Inc.

Capital Stock \$9,000.00 - 1,000 Shares - Par Value \$9.00 Each

*This Stock is Assessable.*

No Distribution of Profits or Dividends will be Made to the Shareholders Except Upon Dissolution of the Corporation.

**THE CHIEF CLERK**

*H. E. Blank*  
is the owner of  
*Shares of the Capital Stock of*

Gravely Ford Water Association, Inc.

*transferable only on the Books of the Corporation by the  
holder hereon in person or by duly authorized Attorney or  
attorney-in-fact who is duly authorized by the  
Corporation have hereunto subscribed  
their names and the date of their subscription  
in Witness Whereof*

*Gravely Ford Water Association, Inc.*

*Frank A. Lane*  
PRESIDENT

\$9.00

Shares

Each.

CHAPTER ONE  
1960-1961

Attorney Denslow Green was retained by the Water Association to assist in forming a water district. A petition was prepared to be signed by 42 landowners in the area, dated December 5, 1960, proposing formation of the Gravely Ford Water District. (The spelling was later corrected to "Gravelly") On March 23, 1961, an Undertaking on Petition, executed by Wallace E. Emmert, George Andrew, and U. Gendron, pledged \$1,000 to pay all costs in the event the district was not organized.

On April 17, 1961, the first of three legal notices appeared in the Madera Daily News-Tribune announcing a hearing to be held on May 9, 1961 on the proposed formation of the district. At this meeting, relevant evidence in support of the petition was presented and there was no opposition. The boundaries of the district were established and an election was set for June 6, 1961 to be held at the home of George Andrew for the purpose of determining whether or not the district should be formed and if so, electing persons to fill the offices of five directors and a treasurer-tax collector-assessor.

A ballot was prepared showing the following nominated to serve as directors: Kenneth Seibert, George A. Pope, Jr., Urgel Gendron, George Andrew, and Charles J. Emmert, Jr. Wallace E. Emmert was nominated for treasurer-tax collector-assessor. It was then ascertained that the Andrew home would be unavailable on June 6 and the election date was changed to June 20, 1961.

A Board of Election was then formed consisting of Gladys Andrew (Mrs. George Andrew); Kathryn Emmert (Mrs. C. J. Emmert); and Eleanor Emmert (Mrs. Wallace E. Emmert). The election was held and it was then discovered that the required Notice of Election had inadvertently not been published, therefore, it was necessary to have another election.

The new election was scheduled for August 8, 1961. New petitions were circulated and new ballots mailed—time and place as before. The Board of Supervisors ordered the County Clerk to loan a voting booth and ballot box to be used at the election. The ladies were re-administered the Oath of Office, with Gladys Andrew as Inspector; Eleanor Emmert as Judge; and Kathryn Emmert, as Clerk, and the second election was then held. Fifteen ballots were cast totaling 257,730 votes. The formation proposition and the election of officers passed unanimously. All ballots and papers were handed to the Clerk of the Board of Supervisors for certification.

On August 21, 1961, the proceedings of the Board of Supervisors of the County of Madera, State of California included the following:

*"Board canvasses returns of the election held August 8, 1961 for the organization of the Gravely Ford Water District and for selection of a Board of Directors and a Treasurer-Tax Collector-Assessor and adopts Resolution*

*No. 61-256, a resolution re: Order Declaring the Territory  
within Gravely Ford Water District duly organized, etc."*

On August 22, 1961, this Resolution was recorded in Book 806, Page 71, of Madera County records.

And so, the deed was done! The Gravely Ford Water District was born!

CHAPTER TWO  
1961-1970

It is unlikely anyone anticipated the long, frustrating, discouraging years of negotiations with the Bureau of Reclamation before the Class II water contract was approved. The records indicate an organizational meeting was to be held in November, 1961, at which time apparently George Pope was elected President; George Andrew, Vice-President and Wallace Emmert, Secretary-Manager. In the beginning the officers may have been paid a salary and an assessment of fifty cents per acre was passed to cover expenses.

There was apparently little activity for ten months until June 15, 1962 at which time a meeting was held during which three resolutions were adopted: #1 approved a Code of By-Laws; #2 authorized Denslow Green to negotiate a contract for a water supply with the United States Bureau of Reclamation; and #3 applied to the Bureau for delivery of 50,000 acre feet of water from the East Side Division of the Central Valley Project and supporting the construction of said division.

Resolutions #2 and #3 were submitted to the Bureau and a letter was received from J. M. Ingles, Chief, Fresno Field Division, dated July 24, 1962, which stated in part:

*Thank you for furnishing us with copies of your Resolutions 2 and 3. We are glad to extend our congratulations to the Board of Directors and the water users upon formation of a district as you are now in a position to attack and resolve your water supply problems. We also thank you for your support of the early construction of the East Side Division of the Central Valley Project.*

*Your request for water service from the proposed East Side Division of the Central Valley Project as expressed in Resolution No. 3 has been entered on our list of applicants for water service with July 20, 1962, the date of receipt in this office, as the effective date of application."*

A meeting with Mr. Ingles was set up for early January 1963 following which a letter was received from him in which he requested "locations of the proposed percolating ponds which you mentioned at the meeting." The last paragraph of this letter was as follows:

*"You will note that we have retained both "l's" in the word "Gravelly." The spelling is being continued on all of our data in accordance with the conversation of Messrs. Emmert and Needham via telephone on January 10, 1963. Would you kindly advise us if the District intends to adopt this spelling."*

On January 16, 1963, Denslow Green replied to Fred Needham as follows:

*"The Gravelly Ford Water District was formed by the Board of Supervisors of Madera County, California, with the spelling of Gravelly with one "l" instead of two, and it would be next to impossible to change the spelling. Consequently on your maps and future contracts, please spell the name of the district as GRAVELLY FORD WATER DISTRICT."*

In the meantime, the District had hired Howard Stoddard, Civil Engineer, from Los Banos, who, in a letter to Denslow Green dated November 6, 1963 noted that "evidently the maximum the Water District will receive is 14,000 acre feet in any one year." He also requested a copy of the contract with the Bureau. Mr. Green replied that the District did not have a contract, that negotiations were continuing and his studies were needed as a base for these negotiations.

In February, 1964, Wallace Emmert called Denslow Green saying that the district wanted water that year and wanted him to attempt to get it for them. On March 16, 1964, Mr. Green wrote to Howard Stoddard regarding receipt of his proposed report on the District. He returned the report with suggested changes.

On April 16, 1964, the Board of Directors received a letter from Mr. Crabtree, current Chief, Bureau of Reclamation, Fresno, dated March 16, 1964. In this letter, it was noted that more than a year had passed with no contact with GFWD representatives and the percolation maps requested had not been received. He also said that in reviewing the matter they had projected runoff for the next 54 years and determined that, if their projections were correct, the district would receive their 14,000 ac. ft. in only eleven of those years, making the project economically not feasible. In light of this, the Board was given 30 days to come up with a distribution plan that would be profitable, otherwise, the 14,000 ac.ft. that had been reserved for them would be rescinded. This letter was rushed to Mr. Green who replied the same day and after explaining that Mr. Crabtree's letter had only just been received, wrote as follows:

*"Subsequent to the last meeting with the Bureau, Stoddard & Karrer, Civil Engineers, Los Banos, California were employed by the District to prepare a utilization report of water for the Gravelly Ford Water District. This study was completed on March 31, 1964, and we are enclosing herewith a copy of that study.*

*We trust that this study, together with the utilization of the existing Gravelly Ford Canal will answer the questions raised in your letter of March 16."*



Regarding the withdrawal of the 14,000 ac.ft. of water allocated to GFWD, Mr. Green said

*"This area has been assured this water supply for many years and has taken progressive steps to secure the same. A cancellation of the reservation of this quantity of water to an area that needs it badly would be most detrimental at this time."*

Apparently this placated Mr. Crabtree as his letter dated April 19, 1964 made no further mention of revoking the allotment of 14,000 ac.ft., instead he seemed concerned about the District's plan to use the El Peco Ranch for a spreading area as the land was owned by an individual and this would not be permissible under the 160 acre limitation. Mr. Green replied on May 1, 1964 with some legal jargon and on May 8, 1964, Mr. Crabtree replied stating that he regretted being not quite clear on some of the references Mr. Green had made, but that he would forward the letter to the Department of the Interior for their view on the matter.

On July 21, 1964 in a letter addressed to Denslow Green, Mr. Eldred Lane wrote the following:

*"After being brought up-to-date on the new planting of crops in the Gravelly Ford area, I decided to take a quick look at the area with Mr. & Mrs. Pope the day after the meeting. In riding down the Gravelly Ford Canal, I found to my surprise and amazement that a portion of it, across Mr. Williams' ranch has been completely filled and planted to alfalfa, and a small ditch on a new alignment acts as a substitute canal."*

Mr. Lane's concern was that an agreement had been entered into with the Bureau of Reclamation to be responsible for the operation and maintenance of the canal; that apparently some of the directors were aware of this obstruction of the canal; and, that neither Gravelly Ford nor the Bureau of Reclamation had a right of way across the land where the ditch now lies. Further he stated that in his opinion, if a contract for water is to be executed, the canal would surely have to be returned to its original form.

Mr. Green replied to this letter on July 23, 1964 that when the water contract is executed the Bureau of Reclamation would be willing to transfer to the District their ownership in the canal and if the alignment of the canal is adequate, this should be satisfactory and that if the existing alignment is not satisfactory, *"the District has the power to acquire such land as is necessary to provide a proper distribution system."*

On September 2, 1964 a letter was addressed to Mr. Green from Mr. Crabtree stating that they had reviewed the data from Howard Stoddard and they were prepared to

negotiate a water contract for 14,000 ac.ft. of Class 2 water. He further stated that delivery of water would be made from the San Joaquin River at the headworks of the abandoned Gravelly Ford Canal. He then inquired as to whether the District wanted a contract on this basis.

Mr. Green wrote to the District on September 17, 1964 saying that he was pleased the Bureau was at last ready to contract, but he was concerned about the stated point of diversion because of seepage losses. On September 17, 1964, Wally Emmert telephoned Mr. Green's office suggesting that a better point of diversion would be the Gill Bridge at the Bureau of Reclamation measuring point.

On November 4, 1964 Mr. Crabtree wrote asking if the District officials had completed their consideration of his offer. Mr. Green replied on November 12, 1964 saying that the District officials did indeed want the contract as offered.

On November 17, 1964 Howard Stoddard wrote to Mr. Green regarding the point of diversion at the abandoned headworks of the Gravelly Ford Canal saying it would not be good because of high seepage losses and asking if he should make an inspection to see what could be done. Mr. Green replied that he would appreciate his making this inspection.

On March 15, 1965 Mr. Crabtree wrote to Denslow Green saying they had been endeavoring to prepare a draft of a water contract but there were still problems remaining concerning the distribution of the water. He requested a copy of a distribution map. In July, 1965, contract negotiations collapsed due to the Bureau's concern over utilization of water on excess land in the District.

In the summer of 1966 talks began regarding a possible merger of Madera Irrigation District and Gravelly Ford Water District. Mr. Crabtree, in a letter to GFWD dated August 23, 1967 suggested a meeting to discuss the merger possibilities and in lieu of a merger suggested that a water service contract be again actively pursued

A letter from Denslow Green to Mr. Crabtree on October 19, 1967 noted that the Madera Irrigation District and Gravelly Ford were examining the feasibility of both Districts utilizing the Hidden Reservoir water. That same month, Denslow Green, in a letter to George Pope, Jr. regarding the formation of a trust being contemplated, suggested that the trust, if properly drawn, could extend the eligibility of land on El Peco to 160 acres for each beneficiary. This would be beneficial to the District in contract negotiations

On September 23, 1969, the Bureau in a letter from Mr. Crabtree to the Gravelly Ford Board of Directors again threatened to withdraw the 14,000 ac.ft. allocation of water

*“ . . . on October 31, 1969, unless by that date I have received a certified copy of a Resolution requesting immediate negotiation of a water service contract*

*and a detailed plan acceptable to the United States for use on eligible lands of the Class 2 water that would be furnished by the contract."*

On October 20, 1969, Mr. Green went over the head of Mr. Crabtree and in a letter to Mr. E. F. Sullivan, Assistant Regional Director, USBR, Sacramento, explained that the reason for the delay was due to the fact that GFWD had been waiting for a report from the MID regarding the integration of water from the Hidden Project. Unfortunately, the engineer at MID had left the employ of the District without completing the study. Furthermore he said, the GFWD was now eager to proceed under the original plan for a Class 2 water contract. Howard Stoddard would rework his 1964 utilization plan but it would not be ready by the October 31, 1969 deadline and an extension of thirty days was requested to complete it. On October 28, 1969, Mr. Sullivan wrote to Mr. Green granting the requested extension.

On November 12, 1969, Mr. Green wrote to the GFWD stating that the utilization report had been forwarded to Mr. Crabtree and that essentially it showed that most of the Class 2 supply could be utilized by non-excess land and that Mr. Stoddard had discussed this plan with Bureau people in Sacramento and they appeared to be satisfied with it. In his letter to Mr. Crabtree that same day, Mr. Green stated:

*"The Board is quite anxious to proceed with a Class 2 contract and in the event that the enclosed utilization is satisfactory, if you will forward the contract to this office, we will secure the necessary execution by the officers."*

On February 3, 1970, Resolution No. 70-1 was adopted by the GFWD Board of Directors noting that negotiations were ongoing for a Class 2 water service contract and that a utilization report had been presented and, therefore, the United States of America was requested to prepare a contract, and that the officials of the District were empowered to negotiate the terms thereof. On February 13, 1970 Mr. Crabtree wrote to Stoddard & Karrer requesting more maps and supportive material to be considered under the District's Resolution No. 70-1

Also on February 3, 1970, Resolution No. 70-2 addressed the District finances and authorized the issuing of warrants to pay expenses, the warrants to be redeemed at 4% interest at such time as the District had funds on hand for payment of same. Arrangements were made for the Crocker Citizens National Bank in Madera to pay the warrants when presented to them.

In the summer of 1970, the District elected to have assessments collected by the County of Madera and the necessary resolutions and maps were filed with the County and the State Board of Equalization.

### CHAPTER THREE 1979-1981

Material for the years 1971 through 1978 was not available, however, it is obvious that the negotiations with the Bureau regarding the water service contract continued through that eight year period.

A meeting was held on February 19, 1979 at the home of Floyd Williams, 18750 Ave. 7, Madera. This address was considered the GFWD office at that time. Directors noted as present were George Andrew, Chairman, Kenneth Seibert, Urgel Gendron, Floyd Williams, and Eldred Lane, representing George Pope, Jr. Also present was Howard Stoddard, engineer, and Douglas Jensen, attorney. Mr. Jensen had replaced Denslow Green.

Mr. Jensen said that he had been contacted by the Bureau in January and was told that their Washington office was considering changes in the proposed water service contract. He was attempting to determine what changes were being proposed.

Chairman Andrew announced at this meeting that Franklin Secara had agreed to accept the position of Deputy Secretary. Mr. Secara was a long time employee of the Madera Irrigation District. He had retired in 1977 and returned to work as a consultant.

On April 16, 1979 the matter of an interim contract with the MID for purchase of either Class 2 or return water from the Cottonwood Creek was considered.. This contract was signed but it also brought up the matter of a Mr. Bill Hagopian who was diverting water from the Cottonwood Creek which GFWD had paid for. Mr. Jensen suggested that after the Bureau approves the interim contract he would contact Mr. Hagopian and if he persists in taking water from Cottonwood Creek, legal action would be taken against him. The Board was in agreement with this suggestion.

At the meeting on June 4, it was noted that 1979 was an election year and it was necessary to find replacements for Urgel Gendron, who had resigned, and George Pope, Jr., who had passed away.

This June meeting was the first meeting at which Elaine Secara accompanied Franklin as his assistant. Since Franklin would be needing secretarial help (typing, etc.) the Board agreed to accept them as a team.

At a special meeting on June 18, Jim Keating, son-in-law of Urgel Gendron, was present and expressed an interest in becoming a director replacing Mr. Gendron. Also, Franklin said that he and Floyd Williams had approached Patricia Pope to see if she would be receptive to filling the unexpired term of her late husband, George Pope, Jr. She agreed to do so. The Board thereupon approved these two, plus Floyd Williams, incumbent, thus completing the 5-man Board.

The matter of Mr. Hagopian's theft of GFWD water continued to be followed with attorney Jensen having advised Mr. Hagopian that court action would be taken unless the illegal use of Gravelly Ford water was discontinued.

At the special meeting on October 29, 1979 it was decided that a regular meeting date be set for the fourth Monday of each month, with meetings December through February to be at 2:00 p.m. and the remaining months to be evening meetings at 7:30 p.m.

The possibility of annexing Hagopian's and Johnson's property into the GFWD as a solution to the problem of Cottonwood Creek water use was considered briefly but the idea was discarded as it would dilute the water supply to those already in the District. However, Mr. Hagopian's application to appropriate water from the Creek continued to be worrisome and the Board authorized Doug Jensen to proceed with the necessary action to protest such application.

At the January 28, 1980 meeting, Doug Jensen announced that a draft of the Class 2 water service contract had been received. It was approved by the Board and was to be sent to the State District Securities Commission for approval. Mr. Jensen also recommended that the District negotiate a new contract with the Madera Irrigation District as that was the only source of water at that time.

At the February 25, 1980 meeting Mr. Jensen said the water contract with the Bureau was back in Washington but no further word had been received.

Also at the February meeting, Mr. Jensen said that the State Water Rights Board had agreed to have an in-field meeting with all the principals in the Hagopian appropriation dispute.

The new contract with the MID was reviewed and accepted

At the March 31 meeting a resolution was presented in connection with the draft of a Class 2 water contract. This resolution was signed and ordered filed. Mr. Jensen advised, however, there was no news from Washington on the contract.

In April, 1980 word was received from the government office on contracts asking for an acreage formula change in which acre feet are tied to a formula based on the District's eligible developed acres. Under this formula, the District would qualify for the 14,000 acre feet of Class 2 water. On motion and second, the suggested change was ordered accepted. It was felt that the contract would be surely be forthcoming very soon..

Still, in July, 1980 no word had been received from Washington regarding the contract.

In August, 1980 the word received was that the water contract was progressing through channels and should be completed in about six to eight weeks.

FINALLY, in September 1980 word was received from Washington that the contract had been signed and it should be received in about four weeks! But it was still necessary to get District Securities Commission approval and this might take a few months. The Board then drew up a resolution authorizing legal counsel to proceed with the necessary work to receive a completed contract.

The Cottonwood Creek matter was still up in the air. Franklin Secara reported that he had taken a delegation from the Water and Power Resources Service on a tour of the full length of Cottonwood Creek to determine any continuity with the San Joaquin River flow. It was determined that no continuity existed. It was now decided that the hearing on this matter would be held in Sacramento or Santa Rosa but no date was set.

In December Doug Jensen was working with the State District Securities Commission regarding approval of the water contract. They were still wanting data from the District's engineer, Howard Stoddard, regarding utilization of the water and the economic impact to the District.

In February 1981 Jensen reported that the Water and Power Resource Service was questioning the fact that GFWD had not protested the Cottonwood Creek applications of Andrew and Pope. They insisted that a resolution be passed stating that GFWD opposed any applications to appropriate water on the lower Cottonwood. This resolution was passed.

At this time also, the annual contract with the MID was approved for 1981 water.

Now that it appeared a contract might be forthcoming, the Board began consideration of a distribution system. Howard Stoddard had prepared a plan, however, the Board thought it was too elaborate and so sent him back to the drawing board. Also, in anticipation of water and a distribution system a hunt began for a ditchtender to read the meters and oversee water availability.

At the April meeting Ken Fransen, from Doug Jensen's office, announced that the District Securities Commission would be meeting on May 14 to review the Class 2 water contract. Howard Stoddard and Ken Fransen were delegated to attend this meeting in Anaheim on behalf of GFWD and Directors Andrew, Keating and Seibert also hoped to be there.

A special meeting was called on May 6 prior to the Anaheim meeting to discuss the Hagopian matter and the review of the water contract. At this meeting, Ken Kuney, on behalf of his client, Bill Hagopian, requested that the GFWD recognize the original application, stating that the second application would be abandoned if the District would be willing to sell him the amount of water he had requested in the second application. Also, he wanted GFWD to recognize his storage of 38 ac.ft. of water. Patsy Pope and Ken Seibert objected strongly to selling water to anyone outside the district. Floyd Williams hoped an in house settlement could be made because if the matter went to court

it could drag on for years and the outcome could be very uncertain. After much discussion, Patsy Pope left the meeting saying she opposed any appeasement of anyone who steals water! Eventually they agreed to acknowledge Mr. Hagopian's original license for 3 cfs while denying the second application; that in-line meters be installed at Mr. Hagopian's expense and that they would acknowledge the 38 ac.ft storage. Nothing more was said about selling him water.

As to the Class 2 water contract, there was apparently a problem with the contract with the MID as it ran for more than three years. An amendment was proposed and accepted whereby the contract would expire in 1980 and be renewed for three years starting in 1981.

At the May 25 regular meeting Doug Jensen reported on the Anaheim meeting, saying the contract had been approved after a struggle. It was at the Anaheim meeting that George Andrew stood up and said that he had been fighting and trying to appease the Bureau for thirty years and he didn't have another thirty years to continue this charade; that no matter what the District did, the Bureau found fault with it and to continue like this was ridiculous. (His exact words have been lost in time, but this was the gist of it.) This seemed to make an impression on the District Securities people and the contract at last was approved. However, the MID contract and the Hagopian matter remained a thorn in their side.

On June 4 a special meeting was held to discuss the MID contract. Several changes were made such as seepage loss, wheeling costs and year by year renewal for a three year maximum, etc. A resolution was authorized to be signed accepting these changes.

Regarding the Hagopian matter the legal counsel was authorized to file a complaint against Hagopian and submit it to the State Water Rights Board. The hearing was to be held in Sacramento on June 17 and Jensen urged all Directors to attend. The files do not indicate who attended this meeting or what occurred therein.

On June 11, 1981, Order No. 1 from the District Securities Division was signed approving the Water Service Contract and on June 26 a letter addressed to the GFWD Board of Directors from the Sacramento office of the Bureau signed by M. A. Catino reads as follows:

*"We are enclosing a fully executed and three conformed copies of Contract No. 1-07-20-WO242. This contract between the United States and your District provides for water service from Millerton Lake for agricultural use."*

Secara was still searching for a ditch tender but no luck as yet. The Hagopian matter continued with point of diversion and "whose water is it anyway" problems to be solved. The Board authorized Howard Stoddard to make a preliminary study of alternate routes and costs.

Alternate routes continued to be studied with Howard Stoddard presenting a feasibility report on extending the MID section 8 ditch to its intersection with Cottonwood Creek and Gravelly Ford Canal. A meeting was arranged to discuss this with the MID, GFWD, Madera Co. Flood Control and the ASC office.

At the August 26 meeting Franklin Secara presented another possible alternate source of water from the MID 6.2 canal less than a mile from the head of the Gravelly Ford Canal. George Andrew said a major problem is the first half mile of Gravelly Ford Canal is very sandy and laced with cobble stones and would probably consume all the water in seepage. Secara suggested that the first half mile could be piped.

It was at this meeting that a discussion on finances and payment of big legal bills arose. The straw that broke Doug Jensen's back was an amount of over \$900 for copies. He agreed to cut the bill in half to \$458.75 but the total bill was still close to \$8,000 and the Board agreed they could not afford such high legal costs, however, as the services had been directed and rendered, there was no choice but to pay the bill. Doug Jensen was discharged and a search began for new legal counsel.

In September the Board reviewed letters of resumes from various attorneys and requested Franklin to arrange for an interview with Earl Bandy.

At the October meeting, Mr. Jensen informed the Board that the USBR water service contract which had moved with the speed of a snail through the various channels was in the Madera County Superior Court and should be validated by November 10, 1981.

The Hagopian dispute continued with a meeting set for October 27 with the State Water Rights Board.

Franklin advised that he had invested \$140,000 for six months at a yield of 15.25%!

A letter addressed to George Andrew dated December 4, 1981 from Kenneth Fransen of Baker, Manock & Jensen, read as follows:

*"I am pleased to inform you that the water service contract between the United States and Gravelly Ford Water District has been adjudged lawful, valid and binding, by the Superior Court of Madera County. This now completes the process that was begun over 25 years ago."*

The interview with Earl Bandy was set for December 7, 1981. Mr. Bandy was subsequently retained as the District's attorney.



## EPILOGUE

1982

The first water deliveries after receipt of the contract were made in March 1982 and Jose (Joe) Buentello was hired as a ditchtender. The price of water was set at \$5 per ac. ft.

Tim DaSilva (future President of the Board) made his first appearance at a GFWD meeting in a rather hostile mood with a request that he be given credit for return water. This was denied due to lack of documentation.

1983

The price of crop water was raised to \$8 per acre foot.

Ownership of the Gravelly Ford Canal was deeded to GFWD by the Bureau of Reclamation.

Improvement District No. 1 was formed within the Gravelly Ford Water District for the purpose of issuing bonds to finance needed distribution facilities. Bids were requested and Kaweah Construction was awarded the contract. Their bid was \$820,032.66. Bonds were issued in the amount of \$2,028,600.

In December, Loren Freeman was sworn in as a Director replacing Patsy Pope.

1984

The price of water delivered was set at \$12.50 per acre foot.

In September a Notice of Completion of the distribution system was issued by Kaweah Construction.

1985

The Hagopian matter continued unsettled and Morgan Johnson, who also took water from Cottonwood Creek, filed an injunction against GFWD to prevent them from diverting water from said creek.

The Board authorized funds to be invested with the Local Agency Investment Fund. (LAIF)

Tim DaSilva issued a complaint through his attorney that he was not getting his share of irrigation water. He then appeared before the Board asking for an explanation. The Board agreed with his complaint, but unfortunately, there was just not enough water to reach Mr. DaSilva's turnout. This explanation was apparently accepted reluctantly.

Provost & Pritchard were retained to handle engineering matters

1986

Under consideration this year was the need of a right of way from Mrs. Pope for the purpose of continuing the distribution system.

The Hagopian/Johnson matter continued through the year remaining unsettled.

1987

Negotiations regarding the Pope R/W continued and also her request for exclusion.

Floyd Williams resigned his position as Director, making it necessary to find a replacement and also a new meeting place.

Space for meetings was made available in the building where Earl Bandy's office was located on Yosemite Avenue in downtown Madera..

Steve Schafer was appointed Director to replace Mr. Williams.

In December Loren Freeman handed in his resignation.

1988

Tim DaSilva became a Director replacing Loren Freeman. Ken Basila had indicated an interest but said he would not oppose Mr. DaSilva.

Mrs. Pope's request for detachment of her lands remained on the agenda throughout the year before being settled..

1989

The Hagopian matter was complicated by the passing of John Hagopian. A new agreement was drafted for the signatures of Wm. Hagopian, Sr. and Wm. Hagopian, Jr.

Ken Seibert's term as Director expired and he announced he would not run again.

Ken Basila was sworn in replacing Ken Seibert as a Director.

In November, George Andrew, who had been president since the inception of the District, called for reorganization of the Board and nominated James Keating to be President. Steve Schafer was nominated to be Vice-President, and Tim DaSilva was nominated to be Secretary/Treasurer. These nominations were approved by the Board members present. James Keating was absent (surprise!)

1990

The meeting place was changed to the Schafer Ranch office on Ave. 5-1/2.

The years 1987 through 1992 were very dry drought years. Very little water was available to sell. In 1990, not one acre foot was sold..

1991

Regarding the Hagopian matter, the minutes of March 11, 1991 read as follows: "needed material was sent to the State Water Rights Board .... this is the final action on Hagopian that started years ago."

1992

The price of water sold was set at \$25.00.

1993.

In anticipation of an abundant water year and wishing to make surface water attractive to growers, the price of water was reduced to \$20.

1995

In 1995, the price of water was again raised to \$25..

1998

Steve Schafer resigned and was replaced by Steve Emmert

In December of this year, it was reported that our general fund contained in excess of one million dollars.

1999

Final payment on the bond issue was made in September of this year.

2001

When the Board was reorganized, Tim DaSilva became President; Steve Emmert, Vice-President; and Ken Basila, Secretary-Treasurer.

The Board began searching for property on which to build a percolation pond.

2002

In February, GFWD lost its long time employee, Franklin Secara, who passed away at age 90..

2003

After several months of on again off again due to the property being tied up in bankruptcy court, the purchase of 17 acres for a percolating pond was completed at a cost of \$85,050.

2004

In February, Don Roberts, former employee of the Madera Irrigation District, was hired to replace Franklin Secara as Manager.

The reservoir was constructed and on July 14 a ceremony dedicating it to Franklin and Elaine Secara was held.

2005

The price of water sold was raised to \$30 and in 2007 went to \$35

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This brings the history of this little water district pretty much up to date. What the Future holds no one knows, but one thing is certain: the water wars will continue forever.

This history was researched and compiled for GRAVELLY FORD WATER DISTRICT with love and everlasting gratitude to them for helping to fill the void when my world fell apart.

Elaine Secara

January 2008

