



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, October 10, 2017 at 6:00PM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

- ❖ Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.
- ❖ Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.

1. Call to Order:

2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.

3. Certification: Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

4. Old Business:

- a. **Roll-Off Waste Disposal.** A report from the General Manager concerning the Roll-Off Waste Disposal Prop 218 notice.

For discussion and potential action.

5. New Business:

- a. **SCADA Project Wells 6, 7, and 8.** The SCADA upgrade project for wells 6, 7, and 8 was removed from CDBG 16451 to obtain alternate funding from the USDA. Yamabe & Horn as CDBG project engineer prepared a proposal to manage and develop the project, and it is recommended that the District retain Y&H as project engineer for this project outside of CDBG engineer services. The total cost of the project is \$256,800 of which \$115,600 (45%) is to be funded by a USDA grant and the District share of \$141,200 (55%). The Y&H lump sum fee for the project is \$33,200. This project will become an essential part of the water distribution system once CDBG 16451 (Well 6 VFD drive installation) and the water meter projects are completed.

Recommended action: To approve the Y&H agreement as project engineer.

Motion by: _____; **Second by:** _____

6. Recreation Reports:

- a. Fiesta Day report

- b. The kitchen refrigerator failed and was replaced with a new one at a cost of \$3485. The compressor has to be replaced and a minimum \$1100 repair estimate was provided. The old unit is discontinued and the Freon it uses will become obsolete.

7. Engineer Reports:

- a. District Engineer Report.
- b. CDBG Engineer Report:

8. General Manager's Report:

- a. Report on the meeting with FID for groundwater recharge.
- b. Potential solutions to keeping the park closed while rentals continue beyond park hours.
- c. Department Reports
- d. Other reports

9. President's Report:

10. Vice President's Report:

11. Director's Reports:

12. Legal Counsel Report:

13. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of August 22, 2017.
- b. Financial Statements and Account Payable reports.

Recommended action: To approve the Consent Agenda as presented or amended.

Motion by: _____; **Second by:** _____

14. Communications:

- a. Written Communications:
 - 1. Letter of opposition to the Semi-Tropic water storage project. Fresno Irrigation District requests that MCWD submit the attached letter of opposition to the project.

15. Closed Session:

16. Adjournment:

Motion by: _____, **Second by:** _____

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of October 10, 2017 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 10/6/2017.

Norma Melendez

Norma Melendez, District Clerk

**YAMABE & HORN ENGINEERING, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, entered into at Fresno, California on the ____ day of _____, 2017, by and between, MALAGA COUNTY WATER DISTRICT hereinafter called "Client," and YAMABE & HORN ENGINEERING, INC., a California corporation, hereinafter called "Yamabe & Horn," is as follows:

The Client engages Yamabe & Horn to perform professional services for a project known and described as SCADA System at Well Nos. 6, 7 & 8 - USDA Project, hereinafter called the "Project."

The Client and Yamabe & Horn, for mutual consideration hereinafter set forth, agree as follows:

A. Yamabe & Horn agrees to provide and perform certain professional services for Client upon the Project as follows:

1. Application Phase
 - a. Prepare Preliminary Engineering Report to USDA requirements
 - b. Prepare application to USDA for the project.
2. Design Phase:
 - a. Prepare plans, specifications, engineer's estimate and bid documents.
 - b. Prepare advertisement for bids, respond to bidders inquiries and attend bid opening.
 - c. Compile bids and make recommendation to Board of Directors for award.
 - d. Conduct a pre-construction meeting.
2. Construction Phase:
 - a. Review submittals and requests for information from contractor.
 - b. Administer the contract and review progress payment requests.
 - c. Periodically inspect the work for compliance with the contract documents.
3. Close-out Phase:
 - a. Provide final acceptance documents for Board of Directors.
 - b. Provide documentation to USDA as required by the agreement.

B. Client agrees to pay Yamabe & Horn as compensation for its services as follows:
Thirty-three Thousand Tw0 Hundred Dollars and No Cents (\$33,200.00).

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated, and on page two, three and four hereof, the day and year first above written.

YAMABE & HORN ENGINEERING, INC.

2985 N. Burl Ave., Suite 101

Fresno, CA 93727

By: _____

Gary D. Horn, RCE 30501

Title: President _____

MALAGA COUNTY WATER DISTRICT

3580 S. Frank Ave.

Fresno, CA 93725

By: _____

Charles Garabedian, Jr.

Title: President _____

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

The Client and Yamabe & Horn agree that the following provisions shall be part of their agreement.

1. Neither the Client nor Yamabe & Horn shall assign its interest in this agreement without the written consent of the other.

2. All tracings, survey notes, electronic AutoCAD files and other original documents are instruments of service and shall remain the property of Yamabe & Horn, except where by law or precedent these documents become public property.

3. Yamabe & Horn's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon Yamabe & Horn, other than for professional errors and omissions, will be limited to \$1,000,000. For any damage on account of any error, omission or other professional negligence Yamabe & Horn's liability will be limited to a sum not to exceed \$100,000 or Yamabe & Horn's fee, whichever is greater.

4. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Interest of 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days of the billing date.

5. The Client shall pay the costs of plan checking and inspection fees, zoning and annexation application fees, assessment fees, geotechnical engineering fees, soils testing fees, and all other fees, permits, bond premiums, title company charges, and all other charges not specifically covered by the terms of this agreement.

6. In the event all or any portion of the work prepared or partially prepared by Yamabe & Horn is suspended, abandoned, or terminated, the Client shall pay Yamabe & Horn for the work performed on an hourly basis, based upon the attached Fee Schedule, not to exceed any maximum contract amount specified herein.

7. Any Opinion of the Construction Cost prepared by Yamabe & Horn represents his judgment as a design professional and is supplied for the general guidance of the Client. Since Yamabe & Horn has no control over the cost of labor and material, or over competitive bidding or market conditions, Yamabe & Horn does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

8. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.

9. In the performance of its professional services, Yamabe & Horn will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of Yamabe & Horn's proposals, contracts or reports.

10. In the event Client fails to pay Yamabe & Horn within thirty (30) days after invoices are rendered, then Client agrees that Yamabe & Horn shall have the right to consider said default a total breach of this agreement and the duties of Yamabe & Horn under this agreement terminated upon five (5) days written notice. This agreement may be terminated by either Client or Yamabe & Horn upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. Client expressly agrees to hold Yamabe & Horn harmless from any liability arising out of Yamabe & Horn's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this agreement. In the event of termination of this agreement, Client shall then promptly pay Yamabe & Horn for all of the fees, charges and services performed by Yamabe & Horn in accordance with the compensation arrangements under this agreement or on an agreed hourly basis.

11. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.

12. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

13. Services provided within this agreement are for the exclusive use of the Client.

14. There are no understandings or agreements except as herein expressly stated.

15. Additional work shall not be undertaken by Yamabe & Horn unless authorized in writing by Client for an agreed upon price.

16. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all or which together shall constitute one and the same instrument.

**Item 5.a.
(cont.)**

YAMABE & HORN ENGINEERING, INC.

CIVIL ENGINEERS – LAND SURVEYORS
2985 N Burl Avenue, Suite 101, Fresno, CA 93727
(559) 244-3123, FAX (559) 244-3120

2017 to 2019 FEE SCHEDULE

MALAGA COUNTY WATER DISTRICT

PRINCIPAL ENGINEER.....	\$ 150.00 per hour
CIVIL ENGINEER III.....	\$ 135.00 per hour
CIVIL ENGINEER II.....	\$ 120.00 per hour
CIVIL ENGINEER I.....	\$ 115.00 per hour
ASSISTANT ENGINEER II.....	\$ 105.00 per hour
ASSISTANT ENGINEER I.....	\$ 95.00 per hour
LAND SURVEYOR II.....	\$ 125.00 per hour
LAND SURVEYOR I.....	\$ 110.00 per hour
ASSISTANT SURVEYOR.....	\$ 100.00 per hour
CONSTRUCTION MANAGER II.....	\$ 120.00 per hour
CONSTRUCTION MANAGER I.....	\$ 100.00 per hour
INSPECTOR.....	\$ 120.00 per hour
CAD DRAFTER II.....	\$ 80.00 per hour
CAD DRAFTER I.....	\$ 75.00 per hour
CLERICAL.....	\$ 55.00 per hour
2-PERSON SURVEY CREW.....	\$ 165.00 per hour
1-PERSON SURVEY CREW.....	\$ 135.00 per hour
TRAVEL.....	\$ 0.55 per mile
PRINTING.....	Cost plus 10%



YAMABE & HORN ENGINEERING, INC.

2985 North Burl Ave., Suite 101
Fresno, CA 93727
(559) 244-3123, Fax (559) 244-3120

**Engineer's Estimate
Wells 6, 7, & 8 SCADA System
Malaga County Water District**

October 2, 2017

USDA Project

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
<u>CONSTRUCTION</u>				
1)	Mobilization	1 L.S.	\$17,500.00	\$17,500
2)	SCADA Equipment at Well 6	1 L.S.	\$10,200.00	\$10,200
3)	New PLC & HMI at Well 7	1 L.S.	\$11,600.00	\$11,600
4)	Replace UPS at Well 7	1 L.S.	\$1,200.00	\$1,200
5)	Remove existing PLC and HMI at Well 7	1 L.S.	\$500.00	\$500
6)	Generator Communications Module at Well 7	1 L.S.	\$3,200.00	\$3,200
7)	Connect ATS Relays at Well 7	1 L.S.	\$100.00	\$100
8)	SCADA Equipment at Well 7	1 L.S.	\$14,500.00	\$14,500
9)	Replace PYH701 at Well 7	1 L.S.	\$200.00	\$200
10)	Rewire PSH701 at Well 7	1 L.S.	\$100.00	\$100
11)	Reprogram PLC and HMI at Well 8	1 L.S.	\$7,700.00	\$7,700
12)	New UPS at Well 8	1 L.S.	\$900.00	\$900
13)	Generator Communications Module at Well 8	1 L.S.	\$3,200.00	\$3,200
14)	Connect ATS Relays at Well 8	1 L.S.	\$100.00	\$100
15)	SCADA Equipment at Well 8	1 L.S.	\$15,400.00	\$15,400
16)	Replace PYH801 at Well 8	1 L.S.	\$200.00	\$200
17)	Rewire PSH801 at Well 8	1 L.S.	\$100.00	\$100
18)	SCADA and Database Software at Corp. Building	1 L.S.	\$28,900.00	\$28,900
19)	IDF, UPS, and Computers at Corp. Building	1 L.S.	\$32,000.00	\$32,000
20)	New SPD at Corp. Building	1 L.S.	\$6,300.00	\$6,300
21)	SCADA Equipment at Corp. Building	1 L.S.	\$49,700.00	\$49,700
22)	Misc. County Encroachment Permit/Traffic Control	1 LS	\$2,500.00	\$2,500
Subtotal Construction =				\$206,100
<u>MISCELLANEOUS</u>				
23)	Preliminary Engineering Report & Application			\$3,000
24)	Design Engineering			\$11,000
25)	Construction Engineering			\$19,200
26)	Construction Testing			\$500
27)	Contingency			\$17,000
Total Miscellaneous =				\$50,700
Total Project Cost =				\$256,800
USDA Grant at 45% =				\$115,600
Malaga Funding =				\$141,200



Item 13.a.

REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, September 26, 2017 at 6:00PM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

- ❖ Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.
- ❖ Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.

1. Call to Order: 6:00p.m.

- 2. Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.
Late arrival of Director Castaneda. All present.

- 3. Certification:** Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

- 4. Consent Agenda.** The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of September 12, 2017.

Recommended action: To approve the Consent Agenda as presented or amended.

Motion by Vice President Cerrillo; Second by Director Cerrillo, Jr. to approve Consent Agenda as presented.

5. Old Business:

- a. **Prop 218 Public Hearing and Exclusive Roll-Off Service.** A Public Notice has been prepared to hold a Prop 218 public hearing on 14 November 2017 of proposed roll-off solid waste services and to inform commercial business customers that all R/O services are to be exclusively handled by the District's solid waste service provider.

Recommended action: To authorize publication of the public hearing notice.

Motion by Vice President Cerrillo; Second by Director Castaneda and by a unanimous vote to change the Public Hearing to November 21, 2017 and approve the publication of the public hearing notice.

- b. **Ad Hoc Committee: P&P Review.** The recommendations for the District's Policy and Procedure manual updates are ready for review by the ad hoc committee.

Recommended action: To set up a meeting date for the ad hoc committee.

GM will contact Director Tovar, Jr. to set up the best date to meet for the ad hoc committee.

6. New Business:

- a. **Tax Roll Revenue.** Fresno County transferred \$71,264.40 to MCWD from tax roll revenues. For information.
- b. **Resolution 9-26-2017.** President Garabedian asked for the addition of the Resolution to authorize submission of nomination to the board of commissioners of the Fresno Economic Opportunities Commission.

Motion by Vice President Cerrillo, Second by Director Frank Cerrillo, Jr. to add Resolution 9-26-2017, nomination of Charles Garabedian, Jr. to the Fresno Economic Opportunities Commission, to the agenda.

Motion by Vice President Cerrillo, Second by Director Irma Castaneda and by a unanimous vote to approve Resolution 9-26-2017.

7. Recreation Reports: Final review of the 2017 Fiesta Day Program.

RCD, Romana Campos, presented the projected cost spreadsheet for Fiesta Day. Discussion was held on last minute preparations for Fiesta Day.

8. Engineer Reports:

- a. District Engineer Report. The Local Discharge Limits Development report due to the SWRCB was submitted on time.
- b. CDBG Engineer Report: No new report for this meeting.

9. General Manager's Report:

- a. Status report on the Rec Center lighting upgrade project.
- b. Status report on the Rec Center multi-media improvement project.
- c. Status report on the water meter project.
- d. Status report on CDBG 16451 (Well 6 Rehab).
- e. Other reports.

All projects are progressing. 16 new gates were installed at the WWTF pond distribution boxes. It has been determined that the wrong model gates were installed. The District is in contact with the vendor to resolve the issue. Max Sanborn has begun the audit for 2016-2017.

10. President's Report:

President Garabedian reported that the restroom plans are still on back check and that the District Office will have to be upgraded to ADA standards. Will have to begin a site plan review.

11. Vice President's Report:

Vice President Cerrillo has contacted other car clubs to join the Fiesta Day 2017 car show. A donation of a low rider bike to raffle was received. All proceeds will be for the Malaga Park.

Car Show Toy Drive has been scheduled for December 9, 2017.

12. Director's Reports:

Director Cerrillo, Jr. suggests that more lighting be installed at the park for public safety and to prevent any liability issues. Possible need for security guards in the park entrance when community center is in use after park hours.

13. Legal Counsel Report:

Legal Counsel, Neal Costanzo, reported on a fist fight he encountered on Olney Street when he was on his way to the Board Meeting.

14. Communications:

a. Written Communications:

- 1. Letter to Governor Jerry Brown regarding Assembly Bill 313, Water Rights Fairness.**

15. Closed Session: No closed session items for this meeting.

16. Adjournment:

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a unanimous vote to adjourn the meeting at 7:29 p.m.



MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 FAX: 559-485-7319

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR	SALVADOR CERRILLO	IRMA CASTANEDA	FRANK CERRILLO JR	CARLOS
	TOVAR JR.			
	PRESIDENT	VICE-PRESIDENT	DIRECTOR	DIRECTOR

DIRECTOR

James D. Anderson, General Manager

10 October 2017

The Honorable Armando Quintero
Chair, California Water Commission
P. O. Box 942836
Sacramento, CA 94236-0001

Dear Chairman Quintero:

On behalf of the Malaga County Water District, the Board of Directors write to voice opposition to the Proposition 1 Water Storage and Investment Program funding application for the Semitropic Water Storage District's proposed Tulare Lake Storage and Floodwater Protection Project ("Project"). The Department of Water Resources has determined that the Kings Basin is critically over-drafted. Semitropic's Project proposes to usurp fully-appropriated waters of the Kings River for which it has no right or license, to export water from the critically over-drafted watershed and drought-stricken disadvantaged communities to offset the excess groundwater pumping of lands by the Project's proponents. Semitropic does not even own the land it proposes for Project funding, but only has a flood interest therein. The Semitropic Project would export Kings River waters to Kern County and southward, via the California Aqueduct. California Water Code section 11460, the Watershed of Origin law, specifically prohibits the export of Kings River water via the California Aqueduct for the Project. The Project seeks State funding to take waters needed from a State- declared critically over-drafted basin for use outside of said basin's watershed.

With California's adoption of the Sustainable Groundwater Management Act ("SGMA"), the Kings River Basin and its 7 Groundwater Sustainability Agencies (GSA) are among the first in California to have organized and are diligently working on finalizing their groundwater management plans well ahead of schedule and ahead of their other state-wide counterparts. The critical component of those plans to achieve groundwater sustainability in the Kings River Basin (from which the Semitropic Project seeks to take Kings River waters) is the use of Kings River waters by the GSA's in the Kings River Basin to achieve the goals required by the Act.

Section 10720.9 of SGMA indicates that the State, including the State Water Commission, should consider the SGMA mandate for basins like the Kings River Basin, to achieve groundwater sustainability prior to considering plans (like the Semitropic Project) that would take surface waters out of the Watershed of Origin or its historic basin before allowing the full adoption and implementation of the groundwater management plans by the Kings River Basin and its sub-basins •2

The Kings River waters that are the subject of the Semitropic Project are necessary to meet the

beneficial needs of the watershed of origin serving Fresno, Kings, and Tulare Counties, and their communities; and, depriving those communities and their GSA's the waters of the Kings River as proposed by the Semitropic.

Project would deprive water users within the Kings River watershed of waters necessary to meet those needs, as the full yield of the Kings River is necessary to sustaining the productive agricultural counties of Fresno, Kings, and Tulare. Depriving these counties and GSA sub-basins of Kings River waters will negatively impact the regional economy and unfairly impact the region's 93 disadvantaged communities.

The Semitropic Project proposal virtually ignores the negative impacts to these three (3) counties that will result if the Project is permitted to take Kings River waters out of its watershed which, in addition, would forever preclude the ability of this watershed to achieve groundwater sustainability or SGMA compliance without access to its own watershed's surface water supply-the Kings River.

The undersigned endorses the findings and declarations of its County that the fully appropriated water resources of the Kings River are vital and necessary to regional compliance with the Sustainable Groundwater Management Act, and will support present and future actions to fully protect those rights.

Sincerely,

Charles Garabedian, Jr.
President

Salvador Cerrillo
Vice-President

Irma Castaneda
Director

Frank Cerrillo, Jr.
Director

Carlos Tovar, Jr.
Director

1. The Kings River has been declared fully appropriated since 1967 when the State Water Resources Control Board Issued Decision 1290.
2. SGMA § 10720.9 All relevant state agencies, including, but not limited to, the board, the regional water quality control boards, the department, and the Department of Fish and Wildlife, shall consider the policies of this port, and any groundwater sustainability plans adopted pursuant to this port, when revising or adopting policies, regulations, or criteria, or when Issuing orders or determinations, where pertinent)- a process that will entail addressing historic groundwater deficits via water recharge projects that will require the use of Kings River surface waters for groundwater recharge to achieve groundwater balance.