



## **REGULAR BOARD MEETING REVISED AGENDA**

**BOARD OF DIRECTORS MEETING  
MALAGA COUNTY WATER DISTRICT  
3580 SOUTH FRANK STREET  
FRESNO, CALIFORNIA 93725  
Tuesday, November 8, 2022 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:**

### **5. New Business:**

- a. **Resolution No. 11-08-2022.** Consideration and necessary action on a resolution to approve the adoption of an agreement with Yamabe and Horn for engineering services related to the CDBG WWTP Nitrogen Reduction project.

Recommended action: Approve and adopt Resolution No. 11-08-2022, as amended or presented.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- b. **Sub account.** Consideration and necessary action adding a sub account for the recreation committee events.

Recommended action: approve creation of a sub account for the recreation committee.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

### **6. Incorporation Reports:**

**7. Raffle.** Selection of Thanksgiving basket winners.

**8. Recreation Reports:** To be presented during meeting.

**9. Engineer Reports:**

- a. District Engineer Report. None for this meeting.
- b. CDBG Engineer Report:

**10. General Manager's Report:**

- a. VEI complaint.
- b. SJVAPCD notice of violation.
- c. Reimbursement request for information only.

**11. President's Report:**

**12. Vice President's Report:**

**13. Director's Reports:**

**14. Legal Counsel Report:**

**15. 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 October 25, 2022.
- b. Minutes of Special Board Meeting of October 29, 2022.
- c. Financial Statement and Accounts Payable Reports.

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

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

**16. Communications:**

- a. Written Communications:
  - 1. Invitation to the Trailblazers for Prosperity Through Education & Training 9<sup>th</sup> annual awards luncheon. Luncheon will be held Wednesday, November 16 at the Fresno Fair Grounds beginning at 11:30 AM. Ticket or table must be purchased to attend.
- b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three (3) minutes or less per individual/group per item per meeting, with a fifteen (15) minutes maximum.*

**17. Closed Session:**

**18. 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 November 8, 2022 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 4:30 P.M. On 11/04/2022.

**Norma Melendez**

Norma Melendez, District Clerk

**item 5.a.**

**SHORT FORM OF AGREEMENT  
BETWEEN CLIENT AND CONSULTANT**

This short form of agreement (Form A.1) was developed by the American Council of Engineering Companies of California and is intended primarily for the use of ACEC California members and may not be reproduced without the permission of the American Council of Engineering Companies of California. © 2017, 2013, 2010, 2009, 2008, 2007, 2003, 2001.

Project No. \_\_\_\_\_

Agreement entered into at \_\_\_\_\_ on this date of \_\_\_\_\_,

by and between: \_\_\_\_\_

Client:		Consultant:	
Name:		Name:	
Address:		Address:	
City, St, Zip:		City, St, Zip:	
Phone:		Phone:	
Mobile:		Mobile:	
Fax:		Fax:	
Email:		Email:	
License No:		License No:	

**Client and Consultant agree as follows:**

A. Client retains Consultant to perform services for (hereinafter called "project."):

B. Consultant agrees to perform the following scope of services:

C. Client agrees to compensate Consultant for such services as follows:

D. This agreement is subject to the Provisions of Agreement contained in paragraphs 1 through 33, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below.)

## PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
4. This agreement contains the entire and integrated agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on both the Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement. In the event Client is in default of any of the terms and conditions of this agreement, any license or right to utilize the instruments of service by Client, is automatically revoked.
9. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files, or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 7 of this agreement and such use is subject to the terms and conditions of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by

Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

10. In accepting and utilizing any electronic files, or drawings, reports and data on any form of electronic media generated and furnished by Consultant ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use, or reuse of the electronic files for any other project by anyone other than Consultant.

Client acknowledges that Client and Consultant have agreed on all hardware and software specifications that may be necessary for transmission of electronic files relevant to the project. These specifications, if applicable, are attached as **Exhibit** \_\_\_\_\_ to this agreement.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Electronic files, such as computer-aided drafting and design files, are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by the Consultant, shall govern.

In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project without the express written permission of the Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant nor shall Consultant's instruments of service ever be considered a product even if reduced to a written and tangible form, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

11. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 22. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 22. If Client is in default under this agreement and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant and otherwise cures any default.

12. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
13. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.
14. If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 22. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.

Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.

Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Client's failure to timely notify Consultant.

15. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition



Client Initials	Consultant Initials
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in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.

16. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice. Client will not object to any lawful filing of any lien by Consultant.
17. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.
18. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated in the judgment of the Consultant. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses and Client waives any and all damage claims resulting from any delay or disruption after the suspension or termination..
19. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
20. Client agrees to pay a monthly late payment fee and not an interest charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.
21. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.
22. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
23. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 22.
24. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other



Client Initials	Consultant Initials
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contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 22.

25. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof. Consultant is not responsible for the failure of any public agency to approve Consultant's work product.
26. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
27. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
28. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
29. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
30. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
31. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Client Initials	Consultant Initials
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(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

32. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, including attorney and expert fees, to the sum of \$45,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision and this entire agreement was expressly negotiated and agreed upon between the parties.
33. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, punitive or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client: \_\_\_\_\_ Consultant: \_\_\_\_\_

By: \_\_\_\_\_ By:  \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**Client should mail completed contract to the address shown for Consultant.**



**EXHIBIT 'A'**

November 4, 2022

Malaga County Water District  
3580 S. Frank Avenue  
Fresno, CA 93725

Attn: Moises Ortiz, General Manager

RE: Civil Engineering Services Proposal  
Malaga Wastewater Treatment Plant Nitrogen Reduction Project - CDBG #21451

Dear Moises,

We are pleased to submit this proposal to provide civil engineering services for the subject project for the Malaga County District ("District"). Our understanding is that the District has received \$500,000 in Community Development Block Grant (CDBG) funding through Fresno County's CDBG program. The project intent is to reduce the effluent nitrogen content to conform to regulatory requirements of the Regional Water Quality Control Board and the project scope includes converting the existing dissolved air floatation basin into an anoxic basin, installing recirculation pumps in the aeration basins, modifying air piping and installing a new blower, sludge digester overflow pipe and valve. The project will also design the influent EC meter and sludge flow meters as an additive alternative to be implemented upon the availability of the CDBG funding and bid results.

As CDBG Engineer for the District, Yamabe and Horn Engineering ("Y&H") will serve as the Engineer of Record overseeing the preparation of the plans, specifications and estimate (PS&E) for the project and will assist the District with bidding the project, managing construction and administering the CDBG funding. Y&H acknowledges that the project is a public work and, as such, Y&H will make a determination as to the appropriate prevailing wages, will assist the District with registering the project with the Department of Industrial Relations, will provide assistance with associated documentation and will ensure that the contract documents include all required prevailing wage regulations & statutes.

Y&H proposes to use the services of Provost & Pritchard Consulting Group ("P&P") for PS&E preparation, preparation of the Report of Waste Discharge and construction inspection due to their past experience with the District and familiarity with the WWTP and its operation and needs. P&P will perform their services under a subconsultant contract with Y&H and Y&H will enter into an engineering services contract with the District.

The anticipated scope of services is proposed as follows:

Design Engineering Phase

1. Prepare 90% PS&E
2. Prepare 100% PS&E
3. Prepare Report of Waste Discharge to document the process change to the Regional Water Quality Control Board

Bidding Phase

1. Prepare public noticing as required and coordinate bid document circulation
2. Respond to Bidder Requests for Information (RFIs)
3. Prepare addenda as necessary to clarify or update bid documents based on RFIs
4. Review submitted bids and make recommendation of award

Construction Engineering/Management Phase

1. Conduct pre-construction meeting
2. Respond to Contractor RFIs
3. Review and approve submittals and shop drawings
4. Review progress payment requests and make recommendations for payment
5. Review contract change order proposals and make recommendations for approval as necessary.
6. Provide construction inspection services (assumed at 20 days of inspection)
7. Provide final inspection, prepare punchlist and make recommendation for final acceptance

Funding Administration

1. Prepare all funding-related front end specification documents for inclusion in the bid package and submit for County review and approval prior to advertisement and prior to contract award
2. Prepare reimbursement request packages for District submission to Fresno County
3. Coordinate with Fresno County on labor compliance efforts as required
4. Prepare Project Outcome Measurement Report, collect final Statement of Workforce Needs and all other funding closeout documents.

Assumptions

- Electrical design and telemetry/SCADA/integration will be coordinated between District Staff and the design engineering team.
- CEQA Environmental documentation and clearance will be provided by Fresno County under the CDBG Agreement with the District. Any mitigation measures,

conditions or requirements included in the County's environmental assessments will be integrated into the project design and administration.

- Geotechnical investigations are not required.
- Permit fees are excluded from the engineering budget.
- Storm Water Pollution and Dust Control Plans are not required.
- Traffic Control Plans are not required.
- Publication costs associated with bid advertisement will be paid directly by the District.

We propose that all services provided by Y&H be billed on a Time and Material Basis, with invoicing to occur monthly in accordance with the attached fee schedule (Exhibit A-1). We propose that all services provided to Y&H by P&P will be billed to the District as actual cost plus 10%. The total engineering budget for the project is estimated at \$156,200. This estimated fee will not be exceeded without prior written notification to the District, accompanied by an updated budget. Work will not be continued beyond the initial budget without additional authorization from the District. The total estimated project budget including construction and construction contingency is included in this proposal as Exhibit A-2.

We sincerely thank you for the opportunity to submit this proposal and we look forward to continuing working with you.

Sincerely,



Joshua Rogers  
Vice President  
Yamabe & Horn Engineering, Inc.

## EXHIBIT A-1

### Y&H 2022 Fee Schedule

# **YAMABE & HORN ENGINEERING, INC.**

CIVIL ENGINEERS – LAND SURVEYORS

2985 N Burl Avenue, Suite 101, Fresno, CA 93727

(559) 244-3123, FAX (559) 244-3120

## **2022 FEE SCHEDULE**

PRINCIPAL ENGINEER	\$ 205 per hour
EXPERT WITNESS	\$ 275 per hour
CIVIL ENGINEER V	\$ 200 per hour
CIVIL ENGINEER IV	\$ 180 per hour
CIVIL ENGINEER III	\$ 170 per hour
CIVIL ENGINEER II	\$ 160 per hour
CIVIL ENGINEER I	\$ 150 per hour
PROJECT MANAGER II	\$ 155 per hour
PROJECT MANAGER I	\$ 145 per hour
ASSISTANT ENGINEER III	\$ 130 per hour
ASSISTANT ENGINEER II	\$ 125 per hour
ASSISTANT ENGINEER I	\$ 115 per hour
LAND SURVEYOR II	\$ 160 per hour
LAND SURVEYOR I	\$ 140 per hour
ASSISTANT SURVEYOR II	\$ 135 per hour
ASSISTANT SURVEYOR I	\$ 120 per hour
GIS ANALYST	\$ 125 per hour
GIS TECHNICIAN	\$ 115 per hour
CONSTRUCTION MANAGER II	\$ 155 per hour
CONSTRUCTION MANAGER I	\$ 140 per hour
PROJECT SERVICES ADMINISTRATOR	\$ 90 per hour
INSPECTOR II	\$ 160 per hour
INSPECTOR I	\$ 150 per hour
CAD MANAGER	\$ 125 per hour
CAD DRAFTER II	\$ 110 per hour
CAD DRAFTER I	\$ 100 per hour
CLERICAL	\$ 85 per hour
2-PERSON SURVEY CREW	\$ 215 per hour
2-PERSON SURVEY CREW PREVAILING WAGE	\$ 265 per hour
1-PERSON SURVEY CREW	\$ 170 per hour
1-PERSON SURVEY CREW PREVAILING WAGE	\$ 210 per hour
TRAVEL	\$ 0.58 per mile
PRINTING	Cost plus 10%

Fee schedule is effective through December 31, 2022 and will be adjusted each year after at a rate of 2 to 5%.

Note: Prevailing wage rates are shown for Fresno County. The Prevailing Wage rates will vary depending on the County where the work is performed.



## EXHIBIT A-2

ESTIMATED PROJECT BUDGET	
Design Engineering	\$ 78,700
Bidding	\$ 3,000
Construction Engineering/Management	\$ 74,500
<b>TOTAL</b>	<b>\$ 156,200</b>
Construction (Base Bid)	\$ 266,000
Contingency (15%)	\$ 39,900
<b>CONSTRUCTION (TOTAL)</b>	<b>\$ 305,900</b>
<b>BASE BID PROJECT</b>	<b>\$ 462,100</b>
<b>AVAILABLE FUNDS</b>	<b>\$ 500,000</b>
Projected SURPLUS/(DEFICIT) with Base Bid	\$ 37,900
ADDITIVE ALTERNATE NO. 1 ESTIMATE	\$ 80,200
Projected SURPLUS/(DEFICIT) with Add Alt 1	\$ (42,300)

**From:** [Moises Ortiz](#)  
**To:** [Norma Melendez](#)  
**Subject:** Fwd: VEI LOGISTICS 3292 S Willow Ave #106 Fresno CA 93725  
**Date:** Thursday, November 3, 2022 4:45:12 PM  
**Attachments:** [IWS.pdf](#)

---

## GM REPORT

Moises Ortiz  
General Manager  
MCWD  
Get [Outlook for iOS](#)

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**From:** Maria Lopez <mlopez@malagacwd.org>  
**Sent:** Thursday, November 3, 2022 10:26:40 AM  
**To:** Laurie Cortez <LCortez@malagacwd.org>; Moises Ortiz <mortiz@malagacwd.org>  
**Subject:** FW: VEI LOGISTICS 3292 S Willow Ave #106 Fresno CA 93725

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**From:** VEI Operations <operations@veillogistics.com>  
**Sent:** Tuesday, November 1, 2022 1:17 PM  
**To:** Info <info@malagacwd.org>  
**Subject:** VEI LOGISTICS 3292 S Willow Ave #106 Fresno CA 93725

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Hello, Please see attached document supporting my telephone call from last week regarding IWS. I would

Like to put it on record that they are simply unable to support our business as the Malaga mandated waste provider.

I would like to formally request again that VEI Logistics be excluded from this service rule and use another provider. As a corporation that employs 25 workers, covers 30% of the State of California, and provides add value service to 2 -300 clients a day we cannot wait 5 days for a trash dump. I have found (2) services that will not charge rent that can do same day tipping for ½ of the cost. Jeff Allen CEO

**Operations | VEI Logistics | Phone:** +1 559 485-9000 | **Fax:** +1 559 485-9001  
**Email:** [operations@veillogistics.com](mailto:operations@veillogistics.com) | **Site:** [www.veillogistics.com](http://www.veillogistics.com) | **Address:** 3292 S Willow Fresno, CA 93725

This electronic message transmission contains information from VEI Logistics and is confidential and/or legally privileged and shall remain the property of VEI Logistics, its subsidiaries, affiliates and parent companies. The information is intended only for the use by the designated person(s) named above. If you are not the intended recipient, any disclosure, copying, distribution or use of or any other action or reliance based on the contents of this information is strictly prohibited. If you received this electronic transmission in error, please notify the sender listed above.



October 31, 2022



Gabino Gomez  
Malaga County Water District  
3580 S Frank St.  
Fresno, CA 93725

**RE: NOTICE OF VIOLATION & PROPOSED SETTLEMENT**  
**CASE NUMBER: C22-0467**  
**NOV NUMBER: 51212**  
**PERMIT NUMBER: C-2875-C-2875-1-0**

Dear Gabino Gomez:

On September 17, 2021, staff from the San Joaquin Valley Air Pollution Control District (District) conducted an inspection of the facility located at Chestnut Avenue and Central Avenue, Fresno, CA. The inspection revealed that the facility was operating contrary to Permit C-2875-1-0, condition #4. Engine operated under non-emergency use with air contaminant discharged aggregating more than 3 minutes in one hour greater than 20% opacity.

In light of the above, it has been determined that you are in violation of District Rule 2070 - Standards for Granting Applications, 4101 - Visible Emissions.

California Health & Safety Code (CH&SC) Section 42402 (a) specifies that the penalty for such violations can include civil penalties of up to \$5,150.00 for each day of each violation. The monetary amount of the District's offer specified below takes into account the magnitude and severity of the violation, as well as the prior history of violations of a similar nature. All parties, whether private, commercial, or governmental, are treated similarly in the settlement process, with any settlements offered being based upon an evaluation of the same factors and criteria in all cases.

Parties interested in resolving this matter may do so in accordance with the District's settlement policy as follows:

1. Payment of a civil penalty in the amount of \$1,200.00, in accordance with CH&SC section 42400.7, recovery of a civil penalty precludes further prosecution for this violation.
2. In the event any further violations occur, the District may offer evidence to prove the facts of the current violation(s) in connection with any petition for a variance, permit revocation, abatement order before the District Hearing Board, or other legal proceeding. Similarly, you may raise any defenses or contrary proof you may have concerning the facts

of current violation(s).

3. Entering into this settlement shall not constitute an admission of violating District Rules nor shall it be inferred to be such an admission in any administrative or judicial proceeding.

4. As an alternative to paying the entire penalty in one payment, the District is willing to discuss your situation and arrange a payment schedule in order to resolve this case.

However, understanding how the current COVID-19 pandemic has impacted life for all of us here in the San Joaquin Valley, the District is mindful of the unprecedented economic and logistical consequences the pandemic may have upon Valley residents and businesses. For those impacted, please do not hesitate to contact District staff to discuss your circumstances and potential options for resolving this matter.

If the above terms are acceptable, please remit payment by check or money order in the amount of \$1,200.00 to:

San Joaquin Valley Unified Air Pollution Control District  
Attn: Finance  
1990 E Gettysburg Ave  
Fresno, CA 93726-0244

Please write Case Number C22-0467 on your check and use the yellow envelope provided. You may also pay online by going to [www.valleyair.org](http://www.valleyair.org), click on "Online Bill Payment" and "Make Payments." You will need your case number and mailing zip code.

This letter constitutes an offer of settlement. If you wish to discuss this case with District personnel, please contact Esthela Soto at (559) 230-5999.

If the District does not receive correspondence or payment within 14 days, it is assumed that you are not interested in resolving this matter and the case will be referred to District Legal Counsel for further action, which can include civil penalties of up to \$5,150.00 per day for each day you were in violation.

Sincerely,



Clay Bishop  
Supervising Air Quality Specialist

IF YOU HAVE ANY LEGAL QUESTIONS REGARDING SETTLEMENT, PENALTIES, OR PROCEDURES, YOU SHOULD SEEK THE ADVICE OF YOUR ATTORNEY.



## **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.  
**PRESIDENT**

SALVADOR CERRILLO  
**VICE-PRESIDENT**

IRMA CASTANEDA  
**DIRECTOR**

FRANK CERRILLO JR.  
**DIRECTOR**

CARLOS TOVAR JR.  
**DIRECTOR**

Moises Ortiz, General Manager

November 4, 2022

Business Manager  
Department of Public Works and Planning  
County of Fresno  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

RE: Request of Payment No. 4 (revised)  
CDBG Project No. 19451  
Malaga Fire Hydrant Improvements

Dear Madame or Sir,

In accordance with the executed Agreement for the above referenced project, the Malaga County Water District requests payment issued in the name of both the District and the approved payees in the amounts listed below.

The District certifies that this request for payment is consistent with the amount of work that has been completed to date, performed in accordance with the construction contract documents and the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

<u>Payee</u>	<u>Invoice No.</u>	<u>Amount</u>
West Valley Construction Company	2	\$82,357.88
Yamabe & Horn Engineering, Inc.	4760495	\$10,299.38
Total		\$92,657.26

At this time, the District is requesting reimbursement of the remaining balance of \$79,796.04. The project has been completed and the Notice of Completion was recorded on September 30, 2022.

Sincerely,

Moises Ortiz  
General Manager

**YAMABE & HORN ENGINEERING, INC.**  
**PROGRESS PAYMENT REPORT**



**PROJECT:**  
**MALAGA FIRE HYDRANT REPLACEMENT PROJECT**  
**CDBG PROJECT NO: CDBG # 19451**

**CONTRACTOR:**  
**WEST VALLEY CONSTRUCTION COMPANY, INC.**  
 580 McFLINCY LANE  
 CAMPBELL, CA 95008

**INVOICE NO.:** 2

**DATE:** 7/19/2022

**PAYMENT NO.:** 2

**PERIOD.:** 7/01/2022 - 7/31/2022

BID ITEMS - BASE BID									
ITEM No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	QTY INSTALLED THIS PERIOD	AMT EARNED THIS PERIOD	TOTAL QTY INSTALLED	TOTAL AMT EARNED
1	Mobilization (Not to Exceed \$6,500)	1	LS	\$ 6,500.00	\$ 6,500.00	0.25	\$ 1,625.00	1.00	\$ 6,500.00
2	Traffic & Dust Control	1	LS	\$ 11,750.00	\$ 11,750.00	0.25	\$ 2,937.50	1.00	\$ 11,750.00
3	Install Fire Hydrant	26	EA	\$ 6,250.00	\$ 162,500.00	3.00	\$ 18,750.00	26.00	\$ 162,500.00
4	Install Water Valve	4	EA	\$ 3,000.00	\$ 12,000.00		\$ -	6.00	\$ 18,000.00
5	Install 6" Spool	11	EA	\$ 800.00	\$ 8,800.00	2.00	\$ 1,600.00	11.00	\$ 8,800.00
6	Install 12" Spool	1	EA	\$ 900.00	\$ 900.00		\$ -	1.00	\$ 900.00
7	Adjust Existing Water Valve to Grade	1	EA	\$ 950.00	\$ 950.00		\$ -	0.00	\$ -
8	Construct Concrete Curb and Gutter	88	LF	\$ 106.00	\$ 9,328.00	50.50	\$ 5,353.00	50.50	\$ 5,353.00
9	Construct Hot Mix Asphalt Trench Patch	260	SF	\$ 40.00	\$ 10,400.00	148.00	\$ 5,920.00	148.00	\$ 5,920.00
10	Construct Concrete Flatwork	250	SF	\$ 39.00	\$ 9,750.00	100.00	\$ 3,900.00	175.00	\$ 6,825.00
11	Replace Landscaping	112	SF	\$ 14.00	\$ 1,568.00	96.00	\$ 1,344.00	112.00	\$ 1,568.00
12	Install Fire Hydrant Protection Posts	10	EA	\$ 700.00	\$ 7,000.00	8.00	\$ 5,600.00	10.00	\$ 7,000.00
13	Remove Existing Fire Hydrant Protection Posts	14	EA	\$ 250.00	\$ 3,500.00		\$ -	12.00	\$ 3,000.00
14	Allowances	1	LS	\$ 14,004.00	\$ 14,004.00		\$ -	0.41	\$ 5,699.77
15	Supplemental Work	1	LS	\$ 4,000.00	\$ 4,000.00	0.50	\$ 2,000.00	1.00	\$ 4,000.00
Base Contract Subtotal					\$ 262,950.00	Subtotal	\$ 49,029.50	Subtotal	\$ 247,815.77

BID ITEMS - ADD ALT 1									
ITEM No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	QTY INSTALLED THIS PERIOD	AMT EARNED THIS PERIOD	TOTAL QTY INSTALLED	TOTAL AMT EARNED
16	Mobilization (Not to Exceed \$5,000)	1	LS	\$ 5,000.00	\$ 5,000.00	0.25	\$ 1,250.00	1.00	\$ 5,000.00
17	Traffic & Dust Control	1	LS	\$ 5,600.00	\$ 5,600.00	0.50	\$ 2,800.00	1.00	\$ 5,600.00
18	Install Fire Hydrant	19	EA	\$ 6,250.00	\$ 118,750.00	1.00	\$ 6,250.00	19.00	\$ 118,750.00
19	Install Water Valve	1	EA	\$ 3,000.00	\$ 3,000.00		\$ -	3.00	\$ 9,000.00
20	Install 6" Spool	9	EA	\$ 800.00	\$ 7,200.00	6.00	\$ 4,800.00	9.00	\$ 7,200.00
21	Install 12" Spool	4	EA	\$ 900.00	\$ 3,600.00		\$ -	4.00	\$ 3,600.00
22	Adjust Existing Water Valve to Grade	3	EA	\$ 950.00	\$ 2,850.00	1.00	\$ 950.00	1.00	\$ 950.00
23	Construct Concrete Curb	4	LF	\$ 106.00	\$ 424.00		\$ -	0.00	\$ -
24	Construct Concrete Curb and Gutter	16	LF	\$ 106.00	\$ 1,696.00	5.00	\$ 530.00	5.00	\$ 530.00
25	Construct Hot Mix Asphalt Trench Patch	136	SF	\$ 40.00	\$ 5,440.00	132.00	\$ 5,280.00	132.00	\$ 5,280.00
26	Construct Concrete Flatwork	88	SF	\$ 39.00	\$ 3,432.00	61.00	\$ 2,379.00	61.00	\$ 2,379.00
27	Replace Landscaping	16	SF	\$ 14.00	\$ 224.00	16.00	\$ 224.00	16.00	\$ 224.00
28	Install Fire Hydrant Protection Posts	18	EA	\$ 700.00	\$ 12,600.00	16.00	\$ 11,200.00	18.00	\$ 12,600.00
29	Remove Existing Fire Hydrant Protection Posts	21	EA	\$ 250.00	\$ 5,250.00		\$ -	21.00	\$ 5,250.00
30	Allowances	1	LS	\$ 8,088.00	\$ 8,088.00		\$ -	0.52	\$ 4,220.04
31	Supplemental Work	1	LS	\$ 4,000.00	\$ 4,000.00	0.50	\$ 2,000.00	1.00	\$ 4,000.00
Base Contract Subtotal					\$ 187,154.00	Subtotal	\$ 37,663.00	Subtotal	\$ 184,583.04

CHANGE ORDERS										
CO#	DESCRIPTION	CO QTY	UNIT	UNIT PRICE	CO AMOUNT	QTY INSTALLED THIS PERIOD	AMT EARNED THIS PERIOD	TOTAL QTY INSTALLED	TOTAL AMT EARNED	
					\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -	
			Total Change Orders		\$ -	Subtotal		\$ -	Subtotal	\$ -
			Total Contract		\$ 450,104.00	Total This Per		\$ 86,692.50	Total Earned	\$ 432,398.81

**BID ITEM 14 ALLOWANCE**  
 T&M Work at FH 42 \$1,695.77  
 Encroachment Permit Fee \$4,004.00  
**TOTAL \$5,699.77**

**BID ITEM 30 ALLOWANCE**  
 T&M Work at FH 39 \$1,449.27  
 T&M Work at FH 43 \$1,695.77  
 Encroachment Permit Fee \$1,075.00  
**TOTAL \$4,220.04**

**TOTAL EARNED TO DATE** \$ 432,398.81  
**LESS 5% RETENTION** \$ (21,619.94)  
**TOTAL AMOUNT DUE** \$ 410,778.87  
**LESS PREVIOUS PAYMENTS**  
 NO. 1 \$ 328,420.99  
 NO. 2 \$ -  
 NO. 3 \$ -  
**TOTAL PREVIOUS PAYMENTS** \$ 328,420.99

**RECOMMENDED FOR PAYMENT**

JOSH ROGERS, CDBG ENGINEER

**TOTAL AMOUNT DUE THIS PAYMENT** \$ 82,357.88

Y&H Job Number: 20-284





Corporate Office  
580 E. McGlincy Lane  
Campbell, CA 95008

Mailing:  
PO Box 5639  
San Jose, CA 95150

Local Office  
1981 North Parkway Drive  
Fresno, CA 93705

559-443-1105  
559-443-1106 Fax

Job Name:	MCWD FH Replacement												
WVC Job #:	309422												
WVC PO or Contract #	XXXXXXXXXX												
Agency:	MCWD			Total Contract Price		Total Billed This Period		Previous Billed		Total Billed to Date		Percent Complete	
Work Through:	7-01-2022 to 7-15-2022			\$450,104.00		\$86,692.50		\$345,706.31		\$432,398.81		96.07%	
Bid Item #	Item Description	Contract Quantity	Unit	Unit Price	Contract Price	Quantity This Period	Total Billed This Period	Previous Total Quantity	Previous Billed to Date	Total Quantity To Date	Total Billed To Date	Remaining Quantity	Percent Complete
0	01 BASE BID	0	0	\$0.00	\$ -	0.00	\$ -	0.00	\$ -	0	\$ -	0.00	#DIV/0!
1	Mobilization (Max. \$6,500)	1	LS	\$6,500.00	\$ 6,500.00	0.25	\$ 1,625.00	0.75	\$ 4,875.00	1	\$ 6,500.00	0.00	100.00%
2	Traffic & Dust Control	1	LS	\$11,750.00	\$ 11,750.00	0.25	\$ 2,937.50	0.75	\$ 8,812.50	1	\$ 11,750.00	0.00	100.00%
3	Install Fire Hydrant	26	EACH	\$6,250.00	\$ 162,500.00	3.00	\$ 18,750.00	23.00	\$ 143,750.00	26	\$ 162,500.00	0.00	100.00%
4	Install Water Valve	4	EACH	\$3,000.00	\$ 12,000.00	0.00	\$ -	6.00	\$ 18,000.00	6	\$ 18,000.00	(2.00)	150.00%
5	Install 6" Spool	11	EACH	\$800.00	\$ 8,800.00	2.00	\$ 1,600.00	9.00	\$ 7,200.00	11	\$ 8,800.00	0.00	100.00%
6	Install 12" Spool	1	EACH	\$900.00	\$ 900.00	0.00	\$ -	1.00	\$ 900.00	1	\$ 900.00	0.00	100.00%
7	Adjust Existing Water Valve To Grade	1	EACH	\$950.00	\$ 950.00	0.00	\$ -	0.00	\$ -	0	\$ -	1.00	0.00%
8	Construct Concrete Curb & Gutter	88	LF	\$106.00	\$ 9,328.00	50.50	\$ 5,353.00	0.00	\$ -	50.5	\$ 5,353.00	37.50	57.39%
9	Construct HMA Trench Patch	260	SF	\$40.00	\$ 10,400.00	148.00	\$ 5,920.00	0.00	\$ -	148	\$ 5,920.00	112.00	56.92%
10	Construct Concrete Flat Work	250	SF	\$39.00	\$ 9,750.00	100.00	\$ 3,900.00	75.00	\$ 2,925.00	175	\$ 6,825.00	75.00	70.00%
11	Replace Landscaping	112	SF	\$14.00	\$ 1,568.00	96.00	\$ 1,344.00	16.00	\$ 224.00	112	\$ 1,568.00	0.00	100.00%
12	Install Fire Hydrant Protection Post	10	EACH	\$700.00	\$ 7,000.00	8.00	\$ 5,600.00	2.00	\$ 1,400.00	10	\$ 7,000.00	0.00	100.00%
13	Remove Existing Fire Hydrant Protection Post	14	EACH	\$250.00	\$ 3,500.00	0.00	\$ -	12.00	\$ 3,000.00	12	\$ 3,000.00	2.00	85.71%
14	Allowances - CITY PLUG \$14,004.00	1	LS	\$14,004.00	\$ 14,004.00	0.00	\$ -	0.41	\$ 5,699.77	0.40701014	\$ 5,699.77	0.59	40.70%
15	Supplemental Work	1	LS	\$4,000.00	\$ 4,000.00	0.50	\$ 2,000.00	0.50	\$ 2,000.00	1	\$ 4,000.00	0.00	100.00%
0	02 ADD/ALT	0	0	\$0.00	\$ -	0.00	\$ -	0.00	\$ -	0	\$ -	0.00	#DIV/0!
16	Mobilization (Max. \$5,000)	1	LS	\$5,000.00	\$ 5,000.00	0.25	\$ 1,250.00	0.75	\$ 3,750.00	1	\$ 5,000.00	0.00	100.00%
17	Traffic & Dust Control	1	LS	\$5,600.00	\$ 5,600.00	0.50	\$ 2,800.00	0.50	\$ 2,800.00	1	\$ 5,600.00	0.00	100.00%
18	Install Fire Hydrant	19	EACH	\$6,250.00	\$ 118,750.00	1.00	\$ 6,250.00	18.00	\$ 112,500.00	19	\$ 118,750.00	0.00	100.00%
19	Install Water Valve	1	EACH	\$3,000.00	\$ 3,000.00	0.00	\$ -	3.00	\$ 9,000.00	3	\$ 9,000.00	(2.00)	300.00%
20	Install 6" Spool	9	EACH	\$800.00	\$ 7,200.00	6.00	\$ 4,800.00	3.00	\$ 2,400.00	9	\$ 7,200.00	0.00	100.00%
21	Install 12" Spool	4	EACH	\$900.00	\$ 3,600.00	0.00	\$ -	4.00	\$ 3,600.00	4	\$ 3,600.00	0.00	100.00%
22	Adjust Existing Valve To Grade	3	EACH	\$950.00	\$ 2,850.00	1.00	\$ 950.00	0.00	\$ -	1	\$ 950.00	2.00	33.33%
23	Construct Concrete Curb	4	LF	\$106.00	\$ 424.00	0.00	\$ -	0.00	\$ -	0	\$ -	4.00	0.00%
24	Construct Concrete Curb & Gutter	16	LF	\$106.00	\$ 1,696.00	5.00	\$ 530.00	0.00	\$ -	5	\$ 530.00	11.00	31.25%
25	Construct HMA Trench Patch	136	SF	\$40.00	\$ 5,440.00	132.00	\$ 5,280.00	0.00	\$ -	132	\$ 5,280.00	4.00	97.06%
26	Construct Concrete Flat Work	88	SF	\$39.00	\$ 3,432.00	61.00	\$ 2,379.00	0.00	\$ -	61	\$ 2,379.00	27.00	69.32%
27	Replace Landscaping	16	SF	\$14.00	\$ 224.00	16.00	\$ 224.00	0.00	\$ -	16	\$ 224.00	0.00	100.00%
28	Install Fire Hydrant Protection Post	18	EACH	\$700.00	\$ 12,600.00	16.00	\$ 11,200.00	2.00	\$ 1,400.00	18	\$ 12,600.00	0.00	100.00%
29	Remove Existing Fire Hydrant Protection Post	21	EACH	\$250.00	\$ 5,250.00	0.00	\$ -	21.00	\$ 5,250.00	21	\$ 5,250.00	0.00	100.00%



30	Allowances - CITY PLUG \$8,088.00	1	LS	\$8,088.00	\$ 8,088.00	0.00	\$ -	0.52	\$ 4,220.04	0.521765579	\$ 4,220.04	0.48	52.18%
31	Supplemental Work	1	LS	\$4,000.00	\$ 4,000.00	0.50	\$ 2,000.00	0.50	\$ 2,000.00	1	\$ 4,000.00	0.00	100.00%
CHANGE ORDERS													
Approved	Description	CCO Quantity	Unit	Unit Price	Total Price	Quantity This Period	Total Billed This Period	Previous Total Quantity	Previous Billed to Date	Total Quantity To Date	Total Billed To Date	Remaining Quantity	Percent Complete
CCO #1	NO ITEM				\$ -		\$ -		\$ -	0	\$ -	0.00	#DIV/0!
CCO #2	NO ITEM	0	-		\$ -		\$ -		\$ -	0	\$ -	0.00	#DIV/0!
CCO #3	NO ITEM	0	-		\$ -		\$ -		\$ -	0	\$ -	0.00	#DIV/0!
CCO #4	NO ITEM	0	-		\$ -		\$ -		\$ -	0	\$ -	0.00	#DIV/0!
CCO #5	NO ITEM	0	-		\$ -		\$ -		\$ -	0	\$ -	0.00	#DIV/0!
Original Contract Total					\$450,104.00	Original Total	\$86,692.50	Original Total	\$345,706.31	Original Total	\$432,398.81		
Contract Change Order Total					\$0.00	CCO Total	\$0.00	CCO Total	\$0.00	CCO Total	\$0.00		
Current Contract Total					\$ 450,104.00	This Period Total	\$ 86,692.50	Previous Total	\$ 345,706.31	To Date Total	\$ 432,398.81		

*Pat D. Miller*  
West Valley Representative

*Sergio Alvarado*  
Agency Signature

Gross Billing This Period: \$ 86,692.50  
Less Retention: \$ 4,334.63  
Net Total This Period: \$ 82,357.88

Gross Total Billing \$ 432,398.81  
Less Retention: \$ 21,619.94  
Net Total Billing: \$410,778.87

Total Contract Amount: \$ 450,104.00  
Total Billed To Date: \$ 410,778.87  
Total Retention To Date: \$ 21,619.94  
Remaining To Bill: \$17,705.19

APPROVED: RAY MARTINEZ, SR., 7/20/22



**Yamabe & Horn  
Engineering, Inc.**

2985 NORTH BURL AVE SUITE 101  
FRESNO, CA 93727  
559-244-3123

MALAGA COUNTY WATER DISTRICT  
MOISES ORTIZ  
3580 S FRANK ST  
FRESNO, CA 93725

Invoice number 4760495  
Date 08/05/2022

Project **20-284 MALAGA FIRE HYDRANT  
PROJECT CDBG 19451**

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**CONSTRUCTION MANAGEMENT  
PROFESSIONAL FEES**

	Hours	Rate	Billed Amount
<b>Principal</b>			
806 - Project - Progress Payment Report	0.75	185.00	138.75
812 - Project - Funding Admin.	0.50	185.00	92.50
821 - Project - Construction Management	2.00	185.00	370.00
<b>Construction Manager II</b>			
821 - Project - Construction Management	31.00	130.00	4,030.00
<b>Construction Manager I</b>			
801 - Project - Construction Inspection	4.50	110.00	495.00
<b>Project Services Administrator</b>			
823 - Project - Administration	9.25	65.00	601.25
<b>Inspector I</b>			
801 - Project - Construction Inspection	33.00	130.00	4,290.00
Professional Fees subtotal	81.00		10,017.50

**REIMBURSABLES**

	Units	Rate	Billed Amount
Mileages	486.00	0.58	281.88
Phase subtotal			10,299.38

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Invoice total **10,299.38**

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Please remit bottom portion with payment \* Thank you for your business.



**REGULAR BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, October 25, 2022 at 6:00PM**

**item 15.a.**

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: 6:00 PM**

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

**All present.**

**Also present: Norma Melendez, Moises Ortiz & Neal Costanzo.**

**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 October 11, 2022.

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

**Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve the minutes as presented.**

**Motion by Director Cerrillo, Jr.; Second by Vice President Cerrillo and by a 5-0 vote to add Resolution 10-25-2022 to New Business.**

**5. Old Business: none for this meeting.**

**6. New Business:**

a. **Healthcare Plan Renewal.** Diane Terrell will provide information regarding the renewal of the United Health Care Plan.

Recommended action: To accept and approve renewal of health care plan under United Health Care.

**Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to approve renewal of health care plan under United Health Care.**

- b. **Resolution 10-25-2022.** A resolution authorizing bridge loan from the Rural Community Assistance Corporation for the solar panel project.

Recommended action: To approve Resolution 10-25-2022 as presented or amended.

**Motion by Vice President Cerrillo, Second by Director Tovar, Jr. and by a 5-0 vote to approve Resolution 10-25-2022 as presented.**

- 7. **Sherriff Report:** Presented by CSO, Elaine Montoya.  
Elaine gave a report on crime around Malaga. Growing concern over homeless moving into the community and surrounding area. Request to add contact name to report homelessness on the November newsletter.
- 8. **Incorporation Reports:** Comments reserved for closed session.
- 9. **Recreation Reports:**  
A total of 15 baskets will be donated by MCWD for the Thanksgiving raffle. Director Castaneda suggests to start preparing for the recreation and staff Christmas dinner.
- 10. **Engineer Reports:**
  - a. District Engineer Report. None for this meeting.
  - b. CDBG Engineer Report: None for this meeting.
- 11. **General Manager's Report:**
  - a. Malaga Park walking path.
  - b. Bill sent to HSR for administrative work.
  - c. 19 accounts under SPR that have not paid deposit.
  - d. Will add to November newsletter information regarding mental health services.

Director Cerrillo, Jr. asked the GM if restroom could be open during outside park rentals. The GM will arrange to have them open.
- 12. **President's Report:**  
President Garabedian, Jr. reported on the current news update on City of Fresno's Mayor, Jerry Dyer. The mayor misspoke regarding the annexation of the community of Calwa.
- 13. **Vice President's Report:**  
Vice President Cerrillo requests that there be a DJ for all recreation events to follow the itinerary and be able to make announcements.  
  
As conversation was gearing towards recreation, President Garabedian, Jr. suggested to have a recreation workshop Nov. 1<sup>st</sup> at 5:30pm at the Arriaga Community Center. Unanimous decision.
- 14. **Director's Reports:**  
Director Castaneda suggests that the GM gather event financials to present at the Nov 1 recreation workshop.

**15. Legal Counsel Report: reserved for closed session.**

**16. Communications:**

a. Written Communications:

1. Notice from San Joaquin Valley Air Pollution Control District of new requirements under AB 2588, the Air Toxics “Hot Spots” Information and Assessment Act of 1987.

**Legal Counsel to check if the district will have any exemptions. The GM will be applying to grants to replace the generator.**

b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three **(3)** minutes or less per individual/group per item per meeting, with a fifteen **(15)** minutes maximum.*

**17. Closed Session: 7:45pm**

- a. Conference with real property negotiators (Government Code section 54956.8)  
District Negotiator: Moises Ortiz; Neal E. Costanzo  
Property: Easement across a portion of WWTF  
Other negotiating party: California High Speed Rail Authority
- b. Pending Litigation (Government Code Section 54956.9) Malaga County Water District v. Fresno Unified School District; Fresno County Superior Court case no. 21CECG02198.
- c. Personnel. General Manager contract (Government Code Section 54957).
- d. Personnel: Position Chief Plant Operator

**18. Adjournment:**

**Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 8:47p.m.**

**Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Regular Meeting of the Board of Directors of October 25, 2022 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 11/9/2022.

**Norma Melendez**

Norma Melendez, District Clerk



**SPECIAL BOARD MEETING MINUTES  
at the WASTEWATER TREATMENT FACILITY  
MEETING ROOM**

**BOARD OF DIRECTORS MEETING  
MALAGA COUNTY WATER DISTRICT  
3749 S MAPLE AVENUE  
FRESNO, CALIFORNIA 93725**

**Saturday, October 29, 2022, at 10:00AM**

**item  
15.b.**

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.

- ❖ 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: 10:15pm**

**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 24 hours in advance of the meeting.

**4. Wastewater Treatment Plant.** Walk-through of grounds and inspection of equipment.  
**No reportable action.**

**5. Closed Session:** None for this meeting.

**6. Adjournment:**

**Motion by Director Cerrillo, Second by Director Tovar, Jr. and by a 5-0 vote to adjourn the meeting at 11:45am.**

**Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Special Board Meeting of the Board of Directors of October 29, 2022 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, and WWTF at 3749 S. Maple Avenue, Fresno, Ca, 93725 at on 11/09/2022.

**Norma Melendez**

Norma Melendez, District Clerk

**MALAGA COUNTY WATER DISTRICT**  
**STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS**  
**OCTOBER-2022**  
**FINAL**

**Wells Fargo Bank - Checking**

<b>Beginning Balance-September 30, 2022:</b>	<b>\$ 577,023.39</b>
Cash Receipts-Oct-22:	740,704.87
Bank Interest-Oct-22	5.62
Bank Fees-Oct-22:	(163.80)
Credit Card Fees-Oct-22:	(314.89)
Credit Card Charges-Oct-22:	(8,212.03)
Disbursements-Oct-22:	(322,002.84)
<b>Ending Balance-October 31, 2022</b>	<b>\$ 987,040.32</b>

**County of Fresno****Maintenance Fund:**

<b>Beginning Balance-September 30, 2022:</b>	<b>\$ 23,021.19</b>
Interest-Oct22	\$ 5.65
Property Taxes-Oct22	\$ 483.31
<b>Ending Balance-October 31, 2022</b>	<b>\$ 23,510.15</b>

**LAIF Account:**

<b>Beginning Balance-September 30, 2022:</b>	<b>\$ 93,818.59</b>
Qtrly Interest Ending-Sept22	\$ -
<b>Ending Balance-October 31, 2022</b>	<b>\$ 93,818.59</b>

**Self-Help Credit Union**

<b>Beginning Balance-September 30, 2022:</b>	<b>\$ 51,982.80</b>
Interest-Oct22	\$ -
<b>Ending Balance-October 31, 2022</b>	<b>\$ 51,982.80</b>

**Total Cash In Bank Accounts-October 31, 2022**

**\$ 1,156,351.86**

\*\*\*\*All bank accounts are subject to change when bank statements come in.



**Special Projects****Fire Hydrant Project:**

West Valley Contruction-1st Pmt 08/02/22	\$	328,420.99
West Valley Contruction-2nd Pmt 08/02/22	\$	82,357.88

<b>Ending Balance-October 31, 2022</b>	<b>\$</b>	<b>410,778.87</b>
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**Solar Project-WWTF:****Solar Project-Park/Center:**

Malaga County Water District  
Check Disbursement-October-2022

ITEM #15.C

Num	Name	Memo	Amount
44312	Charles Burton Siverling Jr.	Reimb for Staff Luncheon	-176.69
44313	Citi Cards	August/September-2022 Mgr Statement	-4,644.57
44314	Malaga County Water District	August-2022 Replenish Petty Cash	-340.00
44315	P G & E	September-2022 Utilities	-10,711.99
44316	Quadient Finance USA, Inc.	September-2022 Postage Refill	-300.00
44317	A T & T	September-2022 Phone Service-Center	-523.63
44318	A T & T Mobility	August-2022 Mobile Phone Service	-305.80
44319	Citi Cards	August-22 Office Mgr Stmt/Costco Water/Staff Pizza/Apple	-314.19
44320	Comcast	September-2022 Internet Service	-291.05
44321	Dearborn Life Insurance Co.	October-2022 Premium	-406.91
44322	Norma Melendez..	Reimb: Hot Spot for Festival	-145.60
44323	Orfil Camarena	Fixed District Office Front Desk	-1,760.00
44324	P G & E	September-2022 Utilities	-45,954.68
44325	AFLAC	Employee Withholdings	-31.56
44326	AFLAC	Employee Withholdings	-32.76
44327	AFLAC	Employee Withholdings	-20.24
44328	AFLAC	Employee Withholdings	-19.50
44329	AFLAC	Employee Withholdings	-22.80
44330	California State Disbursement Unit	Employee Wage Assignment	-138.46
44331	Noble Credit Union	Employee Withholdings	-100.00
44332	Valley First Credit Union	Employee Withholdings	-250.00
Direct Deposit	QuickBooks Payroll Service	Created by Payroll Service on 10/05/2022	-28,356.69
ACH Pmt	Employment Development Department	CA/SUI Withholdings	-1,591.54
ACH Pmt	Employment Development Department	Disability Withholding	-494.72
EFT Pmt	Internal Revenue Service	Federal Withholdings	-11,072.00
44333-44344	Employee Payroll	(1st) Payroll	-3,932.42
44345	Richard Mason	Painter @ Center	-1,500.00
44346	Alert-O-Lite	Park Maintenance Supplies	-1,998.83
44347	All-Phase Medallion	WWTF Maintenance Supplies	-8,805.62
44348	Allied Rodent Control	August-2022 WWTF Rodent Control	-350.00
44349	Anthem Blue Cross	Deposit Refund Side Room RTL	-260.00
44350	Asphalt Design By Juan Gomez	Delivery of Dirt for Park and WWTF	-495.00
44351	Badger Meter	September-2022 Online Meter Service	-447.67
44352	Beyond Tech Solutions	Communicator Swap Alarm @ District Office	-627.40
44353	Big W Sales	WWTF Hose Connector	-3.91
44354	Carmen Armenta	Reimb: Rec. Committee Bingo Prizes	-201.71
44355	Carmen Diaz	Center Deposit Refund	-585.00
44356	Clark Pest Control	September-2022 Service-Water Shop	-69.00
44357	Costanzo & Associates	August-2022 Services	-11,631.87
44358	Creative Technologies	Qtrly Tech Support Nov22 Thru Jan23	-414.00
44359	Crush Recycling	Dirt for Park	-150.00
44360	Culligan	September-2022 Water Service-District Office	-12.00
44361	Culligan	September-22 Water Service Pool	-21.55
44362	Culligan	September-22 Water Service WWTF	-20.63
44363	Culligan	September-22 Water Service Water Shop	-74.80
44364	David Alba	Park Area Deposit Refund	-65.00
44365	Donaghy Sales	Beer for Festival-Reimb.	-976.50
44366	Empower	Retirement Plan#100251-02-06/30/22-09/15/22	-250.00
44367	Fastenal Company	Park/Rec Maintenance Supplies	-153.29
44368	Fresno Ag Hardware	WWTF Maintenance Supplies	-935.56
44369	Fresno Equipment Company	Park Maintenance Supplies	-230.71
44370	Goodyear Commercial Tire	Repair/Maintenance Park Trk	-237.08
44371	Integrity Networks	October 2022 WWTF-Internet	-275.95
44372	Jorgensen & Co.	Caboose/WWTF Maintenance	-1,972.74
44373	Moore Twining Associates, Inc	September-2022 Testing	-1,527.00
44374	Napa Auto Parts	Repairs Water Shop	-23.81

Malaga County Water District  
Check Disbursement-October-2022

Num	Name	Memo	Amount
44375	New England Sheet Metal And Mechanical	CC Repairs/Service A/C Center	-888.00
44376	PC Solutions	September-2022 Service Maintenance	-1,678.75
44377	Pena's Disposal	September-2022 Shredding Service	-55.00
44378	Quinn Rental Services	Park Rentals	-2,972.95
44379	Robert V. Jensen Inc.	WWTF Maintenance Supplies	-706.87
44380	Robert V. Jensen Inc.	WWTF Maintenance Supplies	-1,368.31
44381	Robert V. Jensen Inc.	September-2022 Fuel	-2,621.19
44382	Rod's Lawn Service	September-2022 Park Lawn Care Service	-2,160.00
44383	Sarah Marie Rosas	Center Rental Deposit Refund	-780.00
44384	Sherwin Williams Co.	Park Painting/Maintenance Supplies	-5,927.17
44385	Signmax	Signs for Park	-132.19
44386	Streamline	October-2022 Website Service	-200.00
44387	UniFirst Corporation	September-2022 Uniforms/Supplies	-1,196.41
44388	United HealthCare	November-2022 Premium	-9,080.96
44389	Robert Hererro	Reimb: DOT Physical	-100.00
44390	Jesse Alvarez Jr.	Reimb: DOT Physical	-100.00
44391	Employee Payroll	(1st) Payroll-Missed OT	-774.75
EFT Pmt	Internal Revenue Service	Federal Withholding	-143.92
ACH Pmt	Employment Development Department	Disability Withholdings	-9.49
44392	AFLAC	Employee Withholdings	-31.56
44393	AFLAC	Employee Withholding	-32.76
44394	AFLAC	Employee Withholding	-20.24
44395	AFLAC	Employee Withholding	-19.50
44396	AFLAC	Employee Withholding	-22.80
44397	California State Disbursement Unit	Employee Wage Assignment	-138.46
44398	Noble Credit Union	Employee Withholding	-100.00
44399	Valley First Credit Union	Employee Withholdings	-250.00
44400	Ability Answering/Paging Services	October-2022 Answering Service	-95.22
44401	ACWA/JPIA	November-2022 Premium	-2,162.65
44402	Badger Meter	Endpoints for Water Meters	-865.89
44403	Clark Pest Control	September-2022 Service-Center/District Office	-136.00
44404	Empower	Retirement Plan#100251-01-06/30/22-09/15/22-457B	-166.67
44405	Fresno Equipment Company	Park Maintenance Supplies	-414.85
44406	Industrial Waste & Salvage	August-2022 Solid Waste-Business	-46,267.53
44407	Industrial Waste & Salvage	September-2022 Dumping Fees-WWTF	-323.18
44408	Industrial Waste & Salvage	September-2022 Solid Waste Residential	-6,899.63
44409	Industrial Waste & Salvage	September-2022 Dumping Fees	-2,611.73
44410	Jorgensen & Co.	Center Maintenance	-237.34
44411	Leaf	October-2022 Copier Service	-371.63
44412	Malaga County Water District	Reimb: Start Up Money for Rec Bingo.	-8.00
44413	Malaga County Water District	Replenish Petty Cash-September 2022	-131.00
44414	Moore Twining Associates,Inc	WWTF Testing	-72.00
44415	Moore Twining Associates,Inc	WWTF Testing	-72.00
44416	Quadient Leasing USA, Inc.	Nov-22-Feb23 Copier Lease	-529.62
44417	Superior Sanitary Service	Portable Toilet Unit for Festival	-432.48
44418	A T & T	October-22 Service	-1,658.28
44419	Citi Cards	Sept-22 Office Mgr Stmt/Costco Water/AppleStorage/Derr	-450.12
44420	Comcast	October-2022 Internet Service	-295.80
44421	Dearborn Life Insurance Co.	November-2022 Premium	-406.91
44422	Richard Mason	Paint Center 10/10/2022-10/14/2022	-750.00
Direct Deposit	QuickBooks Payroll Service	Created by Payroll Service on 10/19/2022	-28,731.00
44423	AFLAC	ME623-Employee Withholdings	-31.56
44424	AFLAC	ME623-Employee Withholdings	-32.76
44425	AFLAC	ME623-Employee Withholdings	-20.24
44426	AFLAC	ME623-Employee Withholdings	-19.50
44427	AFLAC	ME623-Employee Withholdings	-22.80

Malaga County Water District  
Check Disbursement-October-2022

Num	Name	Memo	Amount
44428	California State Disbursement Unit	0600099-Employee Wage Assignment	-138.46
44429	Noble Credit Union	Employee Withholdings	-100.00
44430	Valley First Credit Union	305242-Employee Withholdings	-250.00
44431	Citi Cards	Sept-22 Mgr-Park/Festival/BM/Fuel/Wash Mgr Vehicle Etc	-4,536.23
EFT Pmt	Internal Revenue Service	Federal Withholdings	-11,743.64
ACH Pmt	Employment Development Department	Disability Withholding	-535.86
ACH Pmt	Employment Development Department	CA/SUI Withholding	-1,642.11
44432-44442	Employee Payroll	(2nd) Payroll	-6,560.57
44443	Carlos Tovar Jr.	October-2022 Mtgs (3) @\$143.50	-430.50
44444	Charles Garabedian Jr.	October-2022 Mtgs (3) @\$143.50	-430.50
44445	Charles Garabedian Jr.	In Lieu of Benefits 11/2022	-2,905.03
44446	Frank Cerrillo Jr.	October-2022 Mtgs (2) @\$100	-200.00
44447	Frank Cerrillo Jr.	In Lieu of Benefits 11/2022	-2,429.43
44448	Irma Castaneda	October-2022 Mtgs (5) @\$143.50	-630.60
44449	Irma Castaneda	In Lieu Of Benefits 11/222	-2,817.63
44450	Salvador Cerrillo	October-2022 Mtg (5) @\$143.50	-717.50
44451	Salvador Cerrillo	In Lieu Of Benefits 11/222	-2,871.41
ACH Pmt	Employment Development Department	3rd Quarter ETT Ending 09/30/2022	-48.57
44452	Roberta Marin	Security for Halloween Dance	-150.00
44453	Sarah Marie Rosas	DJ for Halloween Dance	-350.00
44454	Richard Mason	Re-Paint District Office Counter	-150.00
TOTAL:			-311,620.14

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NOV 03 2022

BY:



Join us in the Celebration!

item 16.a.

## TRAILBLAZERS

FOR PROSPERITY THROUGH EDUCATION & TRAINING

### 9<sup>TH</sup> Annual Awards Luncheon

WEDNESDAY, NOVEMBER 16, 2022, 11:30 AM

Fresno Fair Grounds, Industrial Education Building

Tickets \$80.00 Table \$640.00

Make Checks Payable to SEFCEDA

Mail checks to 5288 E. Heaton Avenue, Fresno, CA 93727

Contact: [joseleonbarraza50@gmail.com](mailto:joseleonbarraza50@gmail.com)

#### KEYNOTE SPEAKER

Dr. Sherry L. Neil, *Chief Operating Officer,*  
*Fresno County Economic Development Corporation*

#### HONORING TRAILBLAZERS

Jim Yovino, *Superintendent, Office of the Fresno County Superintendent of Schools*

Ana de Alba, *Judge, United States District Court for Eastern District of California*

Graciela Moreno, *News Anchor, ABC-30 Action News*

Mark Salazar, *Deputy Chief, City of Fresno Police Department*

Juan Esparza Loera, *Editor, Vida en el Valle, The Fresno Bee*

#### POSTHUMOUS HONORS

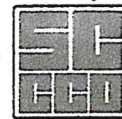
Monica Criado-Cuevas, *former Dean of Counseling, Fresno City College*

Timothy R. Liles, *former Sunnyside High School Principal, Fresno USD*



FRESNO STATE  
Discovery Diversity Distinction

DONAGHY SALES



Fresno Unified  
School District

Fresno  
Economic  
Opportunities  
Commission



Fresno County  
EDC  
Growing the California Dream



Luis Chavez  
Councilmember, District 5

