



**REGULAR BOARD MEETING AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK AVENUE**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, October 28, 2025 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.*

**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. 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 Special Board Meeting of October 14, 2025.

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

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

**5. Old Business:**

a. **Resolution No. 10-14-2025.** Continued discussion from a previous meeting. A resolution approving updated job descriptions and organizational chart.

Recommended Action. Approve Resolution No. 10-14-2025.

**Motion by:** \_\_\_\_\_, **Second by:** \_\_\_\_\_

b. **Resolution No. 10-14-2025A.** Continued discussion from a previous meeting. A resolution approving the updated salary schedule.

Recommended Action. Approve Resolution No. 10-14-2025A.

**Motion by:** \_\_\_\_\_, **Second by:** \_\_\_\_\_

**6. New Business:**

- a. **Resolution 10-28-2025-- CDBG 25451 Project Agreement.** An agreement with Fresno County related to the WWTP pond rehabilitation, phase I project.

Recommended Action: To approve agreement and authorize staff to submit agreement to the County of Fresno.

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

- b. **Resolution 10-28-2025A.** A resolution approving an agreement with the Fresno Metropolitan Flood Control District to have water available pursuant to the agreement between FID and MCWD, delivered to pond CF for recharge to achieve the goals of the Sustainable Groundwater Management Act and the North Kings Groundwater Sustainability Agency.

Recommended action: To approve agreement and authorize the President of the Board to sign the agreement on behalf of the District.

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

**7. Recreation Reports:**

- a. Fiesta Day Report.

**8. Engineer Reports:**

- a. District Engineer Report.
  - i. Well 5A Change Order.
- b. CDBG Engineer Report:
  - i. WWTP Nitrogen Reduction Contract Change Order.

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

- a. Solar Project update.

**10. President's Report:**

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

**12. Director's Reports:**

**13. Legal Counsel Report:**

**14. Communications:**

- a. Written Communications:
  - 1. Notice of Land Use Hearing to allow rezoning of parcel located on the northwest corner of S. Peach and E. North Avenues (2976 S. Peach Ave).

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.*

**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 28, 2025 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 10/24/2025.

*Norma Melendez*, District Clerk



**REGULAR BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK AVENUE**  
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**Tuesday, October 14, 2025 at 6:00PM**

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*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.*

**1. Call to Order: 6:00pm**

**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. Closed Session:**

- a. Personnel (Government Code Section 54957 (b)(1).) Employee evaluation; All positions.

**The board went into closed session at the time of 6:01pm.**

**Back to open session at 6:44pm. No reportable actions.**

**5. Old Business:**

- a. **Resolution No. 10-14-2025.** A resolution approving updated job descriptions and organizational chart.

Recommended Action. Approve Resolution No. 10-14-2025.

**Item tabled.**

- b. **Resolution No. 10-14-2025A.** A resolution approving the updated salary schedule.

Recommended Action. Approve Resolution No. 10-14-2025A.

**Item tabled.**

**6. New Business:**

- a. **Consideration and necessary action to adopt a draft 2026-2027 budget.** The District is in the process of applying for several grants. Part of the process for most grant applications is to provide budgets for two fiscal years. District staff has prepared a draft 2026-2027 fiscal year budget as part of its long-term financial planning in co-ordination with the recent rate study and is seeking approval from the Board to provide the 2026-2027 fiscal year budget as presented in the agenda packet to support any and all grant applications.

Recommended Action: Authorize staff to provide the draft 2026-2027 fiscal year budget as necessary or required to support any and all grant applications.

**Motion by Director Cerrillo, Jr. , Second by Director Castaneda and by a 5-0 vote to approve the draft 2026-2027 FY budget.**

**7. Recreation Reports:**

Director Castaneda reported that the recreation committee is finalizing plans for the Halloween program. This Halloween program will consist of a pumpkin patch, haunted house and dance. She also reported that there has been a donation of 30 pumpkins to be used for the pumpkin patch and that she would like to meet with the Vice President and recreation staff to get an inventory list of the costumes in storage to use for the haunted house. The next program that will be held at the recreation center will be the Thanksgiving Luncheon, November 8.

**8. Engineer Reports:**

a. District Engineer Report.

i. **Cross Connection Control Plan.** DDW has granted an extension to the deadline for the Cross Connection Control Plan, to the end of the year. Water Connection Inc. will begin the cross-connection survey on 10/24/25.

ii. **Comunidad Nuevo Lago (formerly Shady Lakes MHP) Sewer Consolidation.** CEQA documents have been circulated for public review. Adoption of CEQA documents is planned for November Board meeting. Self-Help Enterprises is preparing a construction funding application. MCWD would be the applicant. SHE has initiated discussions with Fresno County regarding LAFCO process for extending service to the MHP.

b. CDBG Engineer Report:

i. Authorization to advertise for CDBG 24451 WWTF Screw Pump Replacement Project.

ii. The Pool Rehabilitation application that was submitted for CDBG 26/27 will be presented to the Housing and Community Development Citizens Advisory Committee for review on Wednesday, October 15.

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

President Garabedian, Jr. reported that a meeting with CalRecycle was held at the district office on October 2<sup>nd</sup>. He just received confirmation that CalRecycle will be able to provide the district templates of inspection reports. Finally, he received an email stating that there was no PFAS detected in samples submitted for Well 6,7 and 8.

Vice President Cerrillo reported he called SitelogIQ to let them know there are a few items that need to be completed before having a walk-through inspection with Fresno County. This inspection needs to happen for both locations, WWTF and Park.

**10. President's Report: Given during GM report.**

**11. Vice President's Report: Given during GM report.**

- a. Solar project update.

**12. Director's Reports: None for this meeting.**

**13. Legal Counsel Report: None for this meeting.**

**14. Communications:**

- a. Written Communications:
  1. UHC. Notice of plan change.

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.*

**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 Special Board Meeting of September 23, 2025.
- b. Site Plan Review 8460 – 3525 Golden State Blvd
- c. 3570 S. Calvin – Residential Will Serve Letter
- d. Accounts Payable Reports

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

**Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to approve the consent agenda as presented.**

**16. Closed Session: 7:30pm**

- a. Potential Litigation (Government Code Section 54956.9).

**17. Adjournment:**

**Motion by Vice President Cerrillo, Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 7:45pm.**

**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 14, 2025 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 10/29/2025.

*Norma Melendez*, District Clerk

RESOLUTION NO. 10-14-2025

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY  
WATER DISTRICT APPROVING UPDATED JOB DESCRIPTIONS AND  
ORGANIZATIONAL CHART.**

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**WHEREAS**, the Board of Directors adopts, and amends, from time to time, Job Descriptions for the various positions at the Malaga County Water District (“District”); and

**WHEREAS**, the Board of Directors also adopts, and amends, from time to time, an organizational chart for the District; and

**WHEREAS**, the Board of Directors desires to adopt an amended organizational chart of the District; and

**WHEREAS**, the Board of Directors desires to adopt amended job descriptions consistent with the amended District organizational chart.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
THE MALAGA COUNTY WATER DISTRICT AS FOLLOWS:**

1. That the foregoing recitals are true and correct and incorporated by this reference herein as though fully set forth at this point.

2. The Board of Directors hereby adopts and approves the amended organizational chart of the District as attached hereto and incorporated herein by this reference as Attachment A to this resolution.

3. The Board of Directors hereby adopts and approves the amended job descriptions of the District as attached hereto and incorporated herein by this reference as Attachment B to this resolution.

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Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 14<sup>th</sup> day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

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Charles Garabedian, Jr., President  
Malaga County Water District

ATTEST:

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Norma Melendez  
Secretary of the Board of Directors  
Malaga County Water District



# MALAGA COUNTY WATER DISTRICT **Attachment A**

## BOARD OF DIRECTORS

CHARLES E. GARABEDIAN, JR.  
**PRESIDENT**

SALVADOR CERRILLO  
**VICE-PRESIDENT**

IRMA CASTANEDA  
**DIRECTOR**

FRANK CERRILLO, JR.  
**DIRECTOR**

CARLOS TOVAR, JR.  
**DIRECTOR**

## BOARD OF DIRECTORS

Neal Costanzo  
DISTRICT LEGAL

Gordon Saito, CPA  
DISTRICT ACCOUNTANT

Jaribu Nelson, CPA  
DISTRICT AUDITOR

**VACANT**  
General Manager

Maija Madec, P.E.  
DISTRICT ENGINEER

Yamabe & Horn  
CDBG ENGINEER

### ADMINISTRATION

Maria Lopez  
**ACCOUNTING  
CLERK**

Norma Melendez  
**DISTRICT CLERK**

### OPERATIONS

Burt Siverling  
**UTILITY WORKER 3  
CHIEF PLANT  
OPERATOR**

Robert Herrero  
**UTILITY WORKER 2  
WATER DEPARTMENT  
MANAGER**

Jessie Alvarez  
**UTILITY WORKER 1**

Vacant  
**UTILITY WORKER 2**

### ENVIRONMENTAL COMPLIANCE

Jody Swacker  
**ENVIRONMENTAL  
COMPLIANCE  
INSPECTOR I**

### RECREATION

Elizabeth Tovar  
**PART-TIME RECREATION  
ASSISTANT**

Lupe Rios  
**PART-TIME  
RECREATION ASSISTANT**

Bruno Ortiz- Part-Time  
**PARK MAINTENANCE**

**SEASONAL PART-TIME  
PARK/RECREATION/  
PROGRAMS**

# Attachment B

## **Job description: Account Clerk**

**Definition:** Under the direction of the General Manager, the District Account Clerk provides all essential bookkeeping project management, and financial reporting functions of the district.

**Supervision:** The District Account Clerk operates the direct supervision of the General Manager, District Accountant, and District Auditor.

## **Essential Functions**

- Manages the District's utility billing system.
- Manages customer accounts.
- Verifies customer metering and billing calculations.
- Works with District contract solid waste provider to prepare/ manage customer accounts.
- Assists District Clerk with customer inquiries and requests for customer service.
- Manages District account payables.
- Manages District account receivables.
- Makes bank deposits.
- Prepares data for District grate studies.
- Prepares end of year financial statements for District Accountants.
- Prepares District financial data for District Auditor.

**Additional functions.** Under the supervision of the General Manager the Account Clerk may conduct additional functions including but not limited to the following:

- 

## **Desired knowledge and skills.**

- 

## **Required qualifications.**

- 

## **Experience.**

- **Education and Training.** A High School diploma or equivalent with at least two years of experience in
- **Minimum license/certification.**
  -
- **Preferred license/certification.**
  -
- **DMV license requirement.**
  - Valid Class C Driver's license with a satisfactory driving record.

## **Job description: Chief Plant Operator**

**Definition.** Under supervision of the General Manager, the Chief Plant Operators (CPO) primary responsibility will be to oversee all aspects of the operation of the District's wastewater treatment facility (WWTF), including, but not limited to, federal, state, and local discharge requirements (including the Districts WWTF discharge permit), and all testing, monitoring, and reporting requirements.

### **Supervision.**

- The CPO will report Directly to the District's General Manager.
- The CPO shall supervise and train all Utility Workers assigned to the WWTF and sewer department, including the District's Environmental Compliance Officer with respect to the implementation of the District's Pretreatment Program and Utility Workers assigned to sewer collection system maintenance.

**Additional functions.** Under the supervision of the General Manager the CPO may conduct additional functions including but not limited to the following:

- Assist in the hiring of personnel who will work in the sewer and water departments.
- Train and supervise water department personnel including preparing annual employee training, employee goal setting, employee evaluations, employee commendations, and employee discipline.
- Monitor and/or inspect development and construction projects for compliance with District development and connections standards, Ordinances and all applicable statutes and regulations.
- Conduct on-site inspections/enforce District connection standards, Pretreatment Program, Ordinances and all applicable statutes and regulations.
- Prepare and submit all reports necessary under the District's public WWTF system operation permit, sewer system, or any applicable Federal, State or Local statute or regulation.
- Participate in drafting the sewer department annual budget and monitor department expenses.
- Supervise the ECO in the implementation and enforcement of the District's Pretreatment Program.
- Establish and maintain effective working relationships with regulatory agencies, District users, and the public.
- Establish and maintain effective working relationships with all other District departments and consultants and promote effective team strategies.
- Maintain records related to operations and prepare reports on operations, programs and activities, compile, maintain and submit weekly, monthly, quarterly and annual information and regulatory reports as required.
- Plan, organize, and schedule daily and long-term activities related to District's sewer department operations.

- Promote a safe workplace by ensuring all employees are trained and have all of the knowledge, experience and tools, including safety equipment, to perform their duties in compliance with all applicable safety regulations and best practices.
- Work with the District engineer and consultants to prepare a maintenance schedule for all District facilities to ensure the reliability and efficiency of those facilities.

**Additional functions.** The Sewer Department Manager may conduct additional functions including but not limited to the following:

- Conduct functions as a Utility Operator I/II as necessary.
- Stay up to date with changes in Local, State, and Federal regulatory actions which may affect District Programs.
- Recommend new or revised processes or procedures to ensure continued compliance with all regulatory requirements.
- Assist with other regulatory matters, including but not limited to, reporting, giving notice or communicating with the public or users in regards to sanitary sewer overflows or water quality issues such as a positive result for a primary constituent.
- The CPO position may also be required to work overtime, weekends, evenings, and holidays as required to accommodate the District's needs including, but not limited to, being on call to respond to after-hours service calls, power outages, or disaster emergency response.
- Other duties as assigned by the General Manager.

**Desired knowledge and skills.**

- An in-depth knowledge of applicable laws and California Code of Regulations related to the operation and maintenance of a public sewer system.
- In-depth knowledge of Cal Osha and District workplace safety requirements and best practices.
- Experience and skill and operating personal computers, word processing, spread sheet programs, data-based programs, and internet research. Methods of research and data analysis which correspond to the duties described here in.
- The ability to make independent technical decisions to maintain compliance with the Program's and regulations described herein.
- Effectively communicate with state and county agencies, other District departments and employees, District users, and the public both in written and verbal forms.
- Analyze data and other variables to identify and diagnose operating problems and develop effective courses of action to obtain or maintain compliance.
- Prepare, organize, and maintain records, reports, and other written or electronic materials to achieve the goals and requirements of the Programs described herein.

- Exercise independent initiative within the established guidelines.
- Identify, and prioritize workload to ensure compliance with the Programs described herein and an efficient and effective manner.
- Work well as part of a group or team either within the District or in coordination with Local, State, or Federal agencies.

### **Required qualifications.**

#### **Experience.**

- **Education and Training.** A High School diploma or equivalent with at least two years of college or vocational/technical training in Construction Management, Water Works Construction or Inspection, or related field or college level course work in chemistry, biology, environmental sciences, or water/wastewater technology is preferred.
- **Minimum license/certification.**
  - Valid California D-2 water certificate.
  - Valid California T-2 water certificate.
  - Valid wastewater treatment operator grade 3 or higher certificate.
  - CWEA collections system maintenance certificate.
  - Backflow prevention device tester certificate.
  - Current OSHA 30 Certificate.
- **DMV license requirement.**
  - Valid Class C Driver's license with a satisfactory driving record.

## **Job description: District Clerk/Secretary**

**Definition:** Under the direction of the general manager the district clerk/secretary will be the district's primary contact with the public, vendors, agencies, and employees. The District Clerk/Secretary will also act as the secretary to the district's Board of Directors.

**Supervision:** The District Clerk/Secretary position is supervised daily by the General Manager with secretary functions supervised by the Board of Directors.

### **Essential Functions**

- Primary contact with public, vendors, agencies, and employees.
- Assists customers with center and park rentals.
- Answers questions regarding and assists with billing and account maintenance.
- Maintains District records.
- Directs customers/vendor inquiries to GM or appropriate Department Head.
- Assists with preparation of the board meeting agendas.
- Prepares board meeting minutes.
- Maintains District's website including posting agendas, minutes, announcements, and other notices to the district's webpage.
- Assists with District payroll management, benefits, and HR related matters.
- Assists with billing and account maintenance.
- Creates monthly newsletter.
- Translates documents and notices into Spanish.
- Assists in account maintenance and delinquent account collection.
- Assists with project management.
- Assists with filing and maintaining Form 700 information.
- Orders office supplies.
- Assists with District expense tracking.

### **Additional functions:**

- Any additional functions as assigned by the general manager or board.

### **Desired knowledge and skills.**

- 

### **Required qualifications.**

- 

### **Experience.**

- **Education and Training.** A High School diploma or equivalent with at least two years of experience in
- **Minimum license/certification.**



- **Preferred license/certification.**



- **DMV license requirement.**

- Valid Class C Driver's license with a satisfactory driving record.

## **Job description: Environmental Compliance Inspector (ECI)**

**Definition.** Under supervision, the Environmental Compliance Officer will implement and enforce the District's Pretreatment Program, Cross Connection Control Program, and Solid Waste Collection, Recycling and Organic Waste Recycling (SB1383) Program (referred to individually and collectively as Program or Programs). The ECO will ensure that the District and its users comply with all of the requirements of the Programs including, but not limited to, federal, state, and local discharge requirements, including the District's wastewater treatment facility (WWTF) discharge permit, and all testing, monitoring, and reporting requirements related to the Programs.

**Supervision.** The ECO will report to and be supervised by the District's designated Chief Plant (WWTF) Operator (CPO) with respect to the Pretreatment Program, the District designated Lead Water Operator (LWO) with respect to the District's Cross Connection Control Program, and the General Manager with respect to the District's Solid Waste Collection, Recycling and Organic Waste Recycling Program.

**Pretreatment Program.** The ECO will be required to implement and enforce the District's Pretreatment Program via its primary enforcement mechanism, the issuance and enforcement of wastewater discharge permits. The ECO will be required to, among other things:

- Conduct on-site inspections.
- Be the primary contact between the District and wastewater dischargers.
- Prepare, update and enforce wastewater discharge permits.
- Receive and review reports from dischargers, conduct sampling and testing in accordance with applicable standards, and enforce applicable ordinances and regulations via the District's Pretreatment Enforcement Response Plan (ERP).
- The ECO will be required to survey and identify new users or change in use by existing users within the District's boundaries.
- Issue or re-issue waste discharge permits pursuant to the District's discharge permit application/renewal procedures.
- Prepare and submit all reports necessary under the District's Pretreatment Program or any applicable Federal, State or Local statute or regulation.

**Cross Connection Control Program.** The ECO will implement and enforce the District's Cross Connection Control Program by, among other things:

- Conduct site visits/inspections to determine the necessity for cross connection devices or confirm the existence and operation of cross control devices.
- Coordinate with customers to ensure all cross-connection control devices operate properly, comply with District standards, have been tested and have current certificates.
- Utilize the Program's ERP as necessary.

**Solid Waste Collection, Recycling and Organic Waste Recycling Program.** The ECO will be required to implement and enforce the Districts Solid Waste, Recycling and Organic Waste Recycling Program (SB 1383) to ensure compliance with all applicable local, State, and Federal regulations.

- The ECO coordinate with the District's contract solid waste and recycling services contract provider to, among other things, inspect waste streams to ensure that the District and its customers are meeting all applicable recycling or diversion goals in accordance with all local, State, and Federal statutes and regulations.
- The ECO will implement the Program's ERP as necessary to ensure compliance with the organic waste recycling (SB 1383) requirements and all other requirements of the District's Solid Waste and Recycling Program or any other local, State, or Federal statutes or regulations.
- The ECO will coordinate with State and local officials including, but not limited to, the County of Fresno Health Department and CalRecycle.

**Additional functions.** Under the supervision of the General Manager the ECO may conduct additional functions including but not limited to the following:

- Community outreach and education programs to improve compliance with the District's Pretreatment, Cross Connection Control Program, and Solid Waste Collection, Recycling and Organic Waste Recycling Programs.
- Conduct functions as a utility operator I/II as necessary.
- Maintain records related to operations and Programs.
- Prepare reports on operations, programs and activities.
- Plan, organize, and schedule daily and long-term activities related to District's Pretreatment Program, Cross Control Program, and Solid Waste Collection, Recycling and Organic Waste Recycling Programs.
- Compile, maintain and submit weekly, monthly, quarterly and annual information and regulatory reports as required.
- Stay up to date with changes in Local, State, and Federal regulatory actions which may affect District Programs.
- Recommend new or revised processes or procedures to ensure continued compliance with all regulatory requirements.
- Assist with other regulatory matters, including but not limited to, reporting, giving notice or communicating with the public or users in regard to sanitary sewer overflows or water quality issues such as a positive result for a primary constituent.
- Establish and maintain effective working relationships with regulatory agencies, District users, and the public.
- The EOC position may also be required to work overtime, weekends, evenings, and holidays as required to accommodate the District's needs including, but not

limited to, being on call to respond to after-hours service calls, power outages, or disaster emergency response.

- Other duties as assigned by the General Manager.

### **Desired knowledge and skills.**

- An in-depth knowledge of applicable laws and California Code of Regulations related to Pretreatment Programs, Cross Connection Control Programs, and Solid Waste Collection, Solid Waste Collection, Recycling and Organic Waste Recycling Programs.
- EPA, CVRWCB, and District regulations related to wastewater pretreatment.
- Cal Recycle and District regulations related to solid waste collection and recycling services.
- District and California Code of Regulations related to the Cross Connection Control Program and backflow assembly tester requirements.
- In-depth knowledge of Cal Osha and District workplace safety requirements and best practices.
- Experience and skill and operating personal computers, word processing, spread sheet programs, data-based programs, and internet research. Methods of research and data analysis which correspond to the duties described here in.
- The ability to make independent technical decisions to maintain compliance with the Program's and regulations described herein.
- Effectively communicate with state and county agencies, other District departments and employees, District users, and the public both in written and verbal forms.
- Analyze data and other variables to identify and diagnose operating problems and develop effective courses of action to obtain or maintain compliance.
- Prepare, organize, and maintain records, reports, and other written or electronic materials to achieve the goals and requirements of the Programs described herein.
- Exercise independent initiative within the established guidelines.
- Identify, and prioritize workload to ensure compliance with the Programs described herein and an efficient and effective manner.
- Work well as part of a group or team either within the District or in coordination with Local, State, or Federal agencies.

### **Required qualifications.**

#### **Experience.**

- **Education and Training.** A High School diploma or equivalent with at least two years of college or vocational/technical training in Construction Management, Water Works Construction or Inspection, or related field or college level course

work in chemistry, biology, environmental sciences, or water/waste water technology is preferred.

- **Minimum license/certification.**
  - CWEA environmental compliance inspector certificate, grade one.
  - CWEA collections system maintenance certificate.
  - Valid California D-1 water certificate.
  - Backflow prevention device tester certificate.
  - Valid wastewater treatment operator grade one or higher certificate.
- **Preferred license/certification.**
  - Valid California water D-2 or higher certificate.
  - Environmental Compliance inspector grade two or higher certificate.
- **DMV license requirement.**
  - Valid Class C Driver's license with a satisfactory driving record.

## **Job description: Utility Worker I**

**Definition.** Under the supervision and Direction of the wastewater Chief Plant Operator (CPO) and the water department manager, the Utility Worker I will perform or assist in performing a wide variety of duties related to the operation and maintenance of the Districts water production and distribution systems and wastewater treatment facilities.

**Supervision.** The Utility Worker I position will be supervised by and report to the CPO and water department manager.

### **Essential Functions:**

- Assist with a variety of duties related to the district's water production and distribution systems.
- Assist with a variety of duties related to the district's operation of the wastewater treatment facility.
- Assist with the operation, maintenance, inspecting, and monitoring of equipment related to the district's water and wastewater systems including, but not limited to, wells, pumps, motors, control panels, valves, and other equipment or facilities related to the district's water and wastewater treatment systems.
- Conduct water quality testing functions.
- Assist in the monitoring, cleaning, and maintenance of the district's sewer collection system.
- Perform basic lab work related to the operation of the district's wastewater treatment facility including, but not limited to, collecting samples and performing bench testing.
- Monitor, and record various readings at the district's wastewater treatment facility.
- Perform maintenance on the district's water distribution system including, but not limited to, repairing leaks, replacing valves, repairing fire hydrants, checking water flow meters, and updating/maintaining the district's GPS location system.

**Additional functions.** Under the supervision of the General Manager the ECO may conduct additional functions as assigned

### **Desired knowledge and skills.**

- An understanding of the tools, equipment, and methods used in the operation maintenance and repair of water and wastewater facilities.
- Ability to understand and perform the mathematical principles required for the position.
- Knowledge and understanding of record keeping techniques related to the water and wastewater facilities.
- Ability to learn and perform all necessary skills related to the performance of the position of Utility Worker 1.

## **Qualifications and Experience.**

- **Education and Training.** A High School diploma or equivalent with at least two years of experience in water/wastewater or related fields.
  
- **Minimum license/certification.**
  - Valid wastewater treatment operator grade one certificate.
  - CWEA collections system maintenance certificate.
  - Valid California D-1 and T1 water certificate.
  
- **Preferred license/certification.**
  - Valid California water T-2 and D-2 certificate.
  - Backflow prevention device tester certificate.
  
- **DMV license requirement.**
  - Valid Class C Driver's license with a satisfactory driving record.

## **Job description: Utility Worker II**

**Definition.** Under the supervision and Direction of the wastewater Chief Plant Operator (CPO) and the water department manager, the Utility Worker II will perform or assist in performing a wide variety of duties related to the operation and maintenance of the Districts water production and distribution systems and wastewater treatment facilities.

**Supervision.** The Utility Worker II position will be supervised by and report to the CPO and water department manager.

### **Essential Functions:**

- Assist with a variety of duties related to the district's water production and distribution systems.
- Assist with a variety of duties related to the district's operation of the wastewater treatment facility.
- Assist with the operation, maintenance, inspecting, and monitoring of equipment related to the district's water and wastewater systems including, but not limited to, wells, pumps, motors, control panels, valves, and other equipment or facilities related to the district's water and wastewater treatment systems.
- Conduct water quality testing functions.
- Assist in the monitoring, cleaning, and maintenance of the district's sewer collection system.
- Perform basic lab work related to the operation of the district's wastewater treatment facility including, but not limited to, collecting samples and performing bench testing.
- Monitor, and record varies readings at the district's wastewater treatment facility.
- Perform maintenance on the district's water distribution system including, but not limited to, repairing leaks, replacing valves, repairing fire hydrants, checking water flow meters, and updating/maintaining the district's GPS location system.

**Additional functions.** Under the supervision of the General Manager the ECO may conduct additional functions including but not limited to the following:

- 

### **Required qualifications.**

- **Education and Training.** A High School diploma or equivalent with at least two years of experience in water/wastewater or related fields.

- **Minimum license/certification.**
  - Valid wastewater treatment operator grade two certificate.
  - CWEA collections system maintenance certificate.
  - Valid California D-1 and T1 water certificate.
- **Preferred license/certification.**
  - Valid California water T-2 and D-2 certificate.
  - Backflow prevention device tester certificate.
- **DMV license requirement.**
  - Valid Class C Driver's license with a satisfactory driving record.

## **Job description: Water Department Manager-Utility Worker II-III**

**Definition.** Under supervision of the General Manager, the Water Department Manager will be responsible for every aspect of the District water department's operations. The Water Department Manager will ensure that the District maintains a safe and reliable water supply, excellent customer service and is in compliance with all applicable statutes and regulations.

### **Supervision.**

- The Water Department Manager shall report Directly to the General Manager.
- The Water Department Manager shall supervise and train all Utility Workers assigned to the water department, including the District's Environmental Compliance Officer with respect to the implementation of the District's Cross Connection Control Program.

### **Functions.**

- Assist in the hiring of personnel who will work in the water department.
- Train and supervise water department personnel including preparing annual employee training, employee goal setting, employee evaluations, employee commendations, and employee discipline.
- Monitor and/or inspect development and construction projects for compliance with District development and connections standards, Ordinances and all applicable statutes and regulations.
- Conduct on-site inspections/enforce District connection standards, Ordinances and all applicable statutes and regulations.
- Be the primary contact between the District and water users.
- Prepare and submit all reports necessary under the District's public water system operation permit or any applicable Federal, State or Local statute or regulation.
- Participate in drafting the water department annual budget and monitor department expenses.
- Supervise the ECO in the implementation and enforcement of the District's Cross Connection Control Program.
- Establish and maintain effective working relationships with regulatory agencies, District users, and the public.
- Establish and maintain effective working relationships with all other District departments and consultants and promote effective team strategies.
- Maintain records related to operations and prepare reports on operations, programs and activities, compile, maintain and submit weekly, monthly, quarterly and annual information and regulatory reports as required.
- Plan, organize, and schedule daily and long-term activities related to District's water department operations.

- Promote a safe workplace by ensuring all employees are trained and have all of the knowledge, experience and tools, including safety equipment, to perform their duties in compliance with all applicable safety regulations and best practices.
- Work with the District engineer and consultants to prepare a maintenance schedule for all District facilities to ensure the reliability and efficiency of those facilities.

**Additional functions.** The Water Department Manager may conduct additional functions including but not limited to the following:

- Community outreach and education programs to promote and improve water conservation and water quality.
- Conduct functions as a utility operator II as necessary.
- Stay up to date with changes in Local, State, and Federal regulatory actions which may affect District Programs.
- Recommend new or revised processes or procedures to ensure continued compliance with all regulatory requirements.
- Assist with other regulatory matters, including but not limited to, reporting, giving notice or communicating with the public or users in regards to sanitary sewer overflows or water quality issues such as a positive result for a primary constituent.
- The water department manager position may also be required to work overtime, weekends, evenings, and holidays as required to accommodate the District's needs including, but not limited to, being on call to respond to after-hours service calls, power outages, or disaster emergency response.
- Other duties as assigned by the General Manager.

**Desired knowledge and skills.**

- An in-depth knowledge of applicable laws and California Code of Regulations related to the operation and maintenance of a public water system.
- An in-depth knowledge of District and California Code of Regulations related to the Cross Connection Control Program and backflow assembly tester requirements.
- In-depth knowledge of Cal Osha and District workplace safety requirements and best practices.
- Experience and skill and operating personal computers, word processing, spread sheet programs, data-based programs, and internet research. Methods of research and data analysis which correspond to the duties described here in.
- The ability to make independent technical decisions to maintain compliance with the Program's and regulations described herein.
- Effectively communicate with state and county agencies, other District departments and employees, District users, and the public both in written and verbal forms.

- Analyze data and other variables to identify and diagnose operating problems and develop effective courses of action to obtain or maintain compliance.
- Prepare, organize, and maintain records, reports, and other written or electronic materials to achieve the goals and requirements of the Programs described herein.
- Exercise independent initiative within the established guidelines.
- Identify, and prioritize workload to ensure compliance with the Programs described herein and an efficient and effective manner.
- Work well as part of a group or team either within the District or in coordination with Local, State, or Federal agencies.

### **Required qualifications.**

#### **Experience.**

- **Education and Training.** A High School diploma or equivalent with at least two years of college or vocational/technical training in Construction Management, Water Works Construction or Inspection, or related field or college level course work in chemistry, biology, environmental sciences, or water/wastewater technology is preferred.
- **Minimum license/certification.**
  - Valid California D-2 water certificate.
  - Valid California T-2 water certificate.
  - Valid wastewater treatment operator grade 2 or higher certificate.
  - CWEA collections system maintenance certificate.
  - Backflow prevention device tester certificate.
  - Current OSHA 30 Certificate.
- **Preferred license/certification.**
  - Valid wastewater treatment operator grade 3 certificate.
- **DMV license requirement.**
  - Valid Class C Driver's license with a satisfactory driving record.

RESOLUTION NO. 10-14-2025A

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT APPROVING UPDATED THE DISTRICT SALARY SCHEDULE.**

**WHEREAS**, the Board of Directors adopts, and amends, from time to time, a salary schedule for the various positions at the Malaga County Water District (“District”); and

**WHEREAS**, the Board of Directors desires to adopt an amended salary schedule consistent with the amended organizational chart and job descriptions.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT AS FOLLOWS:**

1. That the foregoing recitals are true and correct and incorporated by this reference herein as though fully set forth at this point.

2. The Board of Directors hereby adopts and approves the amended salary schedule as attached hereto and incorporated herein by this reference as Attachment A to this resolution.

\*\*\*\*\*

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 14<sup>th</sup> day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Charles Garabedian, Jr., President  
Malaga County Water District

ATTEST:

\_\_\_\_\_  
Norma Melendez  
Secretary of the Board of Directors  
Malaga County Water District



MEMORANDUM

To: Malaga County Water District Board of Directors  
From: Joshua D. Rogers, District CDBG Engineer  
Date: October 28, 2025  
  
Subject: Approve Funding Agreement with Fresno County  
Malaga WWTP Disposal Pond Rehabilitation Project  
CDBG Project No. 25451 – Phase I

BACKGROUND

The District applied last year for a Community Development Block Grant (CDBG) for Fiscal Year 25-26 in the amount of \$300,000 for the Wastewater Treatment Plant (WWTP) Disposal Pond Rehabilitation Project (“Project”). The purpose of this project is to improve the percolation of the disposal pond network in order to comply with the WWTP Waste Discharge Requirements, issued by the Regional Water Quality Control Board.

The total Project cost was estimated at \$840,000 and the scope includes testing of the existing soil material in the disposal pond(s) to be rehabilitated in order to determine material constituency, followed by excavation and removal of any percolation-inhibiting material. Finally, the material would be off-hauled and disposed in accordance with the applicable environmental regulations.

DISCUSSION

While the full scope of the proposed project is as described above, Fresno County, who administers the CDBG funding program locally, has made available funding for the first phase of the project, the Design Engineering phase, to begin upon execution of a funding agreement for Phase I of the project. The Design Engineering phase is budgeted at \$40,000 and would cover:

1. Obtaining all necessary permits;
2. Performing all necessary design engineering, including but not limited to, surveying, testing, preparation of plans, specifications and cost estimates, bid documents and a cost or price analysis, review of bids and recommendation for award.

At a later date, the County plans to issue a funding agreement for Phase II of the project, to include the construction phase of the project including the construction contract, contingency, and construction management, inspection and material/quality control testing. The issuance of a Phase I agreement will allow the District to move forward with the upfront work in the interim.

RECOMMENDATION

Staff recommends that the District adopt the attached resolution approving the Agreement with Fresno County for CDBG Project No. 25451 in the amount of \$40,000.

ATTACHMENT 1

AUTHORIZING RESOLUTION



**RESOLUTION NO. 10-28-2025**

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT APPROVING AN AGREEMENT WITH FRESNO COUNTY RELATED TO THE MALAGA COUNTY WATER DISTRICT WASTEWATER TREATMENT PLANT POND REHABILITATION, PHASE I PROJECT**

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**WHEREAS**, at a public hearing on August 5, 2025, the County of Fresno approved the “Malaga Wastewater Treatment Plant Disposal Pond Rehabilitation, Phase I Project; CDBG project #25451” or “Project”; and

**WHEREAS**, the County of Fresno has prepared an Agreement to provide the CDBG funds for the Project, a copy of which is attached hereto and incorporated herein by the reference as Attachment A; and

**WHEREAS**, the Board of Directors of the Malaga County Water District desire to enter into the Agreement with the County of Fresno to provide the CDBG funds for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT AS FOLLOWS:**

1. That the foregoing recitals are true and correct and incorporated by this reference herein as though fully set forth at this point.
2. The Board of Directors hereby approves the Agreement between the District and the County as attached to this resolution as Attachment A and authorizes the President of the Board of Directors to sign the Agreement on behalf of the District.
3. The Board of Directors hereby authorizes the President or Vice-President to execute, on behalf of the District, all other documents related to the Project save and except for the notice of completion which shall be approved by the Board.

\*\*\*\*\*

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 28<sup>th</sup> day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

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Charles Garabedian, Jr., President  
Malaga County Water District

ATTEST:

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Norma Melendez,  
Secretary of the Board of Directors  
Malaga County Water District

ATTACHMENT 2

AGREEMENT – CDBG PROJECT NO. 25451, PHASE I



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AGREEMENT

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("County"), and the Malaga County Water District ("District").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the Community Development Block Grant ("CDBG") Program activities for the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the District has submitted the Malaga Wastewater Treatment Plant Disposal Pond Rehabilitation, Phase I, Project No. 25451 ("Project"), to the County for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$40,000, and the District has requested the sum of \$40,000 in CDBG funding be made available for the Project; and

WHEREAS, at a public hearing conducted on August 5, 2025, the County Board of Supervisors approved as part of the County's 2025-2026 Annual Action Plan, the usage of \$40,000 in CDBG funds for the Project, as requested by the District; and

WHEREAS, there are \$40,000 in CDBG funds that may be made available to the District for the Project this fiscal year; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the 2025-2026 Annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the District and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of the preparation of design plans and specifications for improvements to the percolation capability of the disposal ponds, including the removal of percolation-inhibiting material in the soil of the disposal ponds at the Malaga County Water District

1 Wastewater Treatment Plant, located at 3749 S. Maple Avenue, Fresno. A future phase of the  
2 Project will consist of the installation of the improvements to the percolation capability of the  
3 disposal ponds, including the removal of percolation-inhibiting material in the soil of the disposal  
4 ponds.

5 B. The Project site is owned by the District.

6 C. The work to be funded with CDBG funds is as follows:

7 1. Obtain all necessary permits.

8 2. Perform all necessary design engineering, including, but not limited  
9 to, surveying, testing, preparation of plans, specifications, and cost estimates, bid documents and  
10 a cost or price analysis, review of bids and recommendation for award.

11 D. The Project budget is estimated by the District as follows:

12	Design Engineering	\$ 25,000
13	Contingency, Permits & Misc.	<u>\$ 15,000</u>
	Total	\$ 40,000

14 E. Notwithstanding District's estimates described in the above-described  
15 Project budget, payments for the Project from CDBG funds shall be limited to the District's actual  
16 costs, and in any event shall not exceed the total amount of \$40,000. In the event CDBG funds  
17 are not sufficient, the District shall in any event complete the Project using its own funds.

18 F. The proposed funding for the Project shall be provided from the following  
19 sources:

20	CDBG	\$ 40,000
21	Local Financial Contribution	<u>\$ 0</u>
	Total	\$ 40,000

22 G. Prior to any proposed changes that may occur which would modify the  
23 scope of the Project, the District shall submit a written request to the County. The District shall  
24 send its written request to:

25  
26 Community Development Grants  
27 County of Fresno  
28 Department of Public Works and Planning  
Community Development Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

1 If the Director of the County Department of Public Works and Planning (“Director”) determines the  
2 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to  
3 permit such modifications. The Director shall specify in a letter to the District whether such  
4 modifications to the scope of the Project are authorized, and if the District may proceed.

5 II. OBLIGATIONS OF THE COUNTY

6 A. The County shall reimburse the District up to, but not more than, \$40,000 in  
7 CDBG funds for the Project for the District’s performance of its obligations under this Agreement.  
8 All funds shall be paid in accordance with Section V of this Agreement.

9 B. The County shall review, within thirty (30) calendar days of receipt from the  
10 District, the engineer selection process description and summary of the analysis, as prepared by  
11 the District, to verify that a competitive process was conducted in accordance with U.S. Department  
12 of Housing and Urban Development (HUD) procurement standards. If such conditions have been  
13 met, the Department of Public Works and Planning, Community Development Division (Division)  
14 shall specify in a letter to the District that these conditions have been met, and that the engineering  
15 contract can be awarded.

16 C. The County shall review, within forty-five (45) calendar days of receipt from  
17 the District, the design plans and specifications for the Project and construction cost estimate, as  
18 prepared by the District, for compliance with Federal regulations. If such conditions have been  
19 met, the Division shall specify in a letter to the District that these conditions have been met and  
20 the plans and specifications are approved. If such conditions have not been met, the Division shall  
21 specify required corrections in a letter to the District.

22 D. Notwithstanding anything to the contrary in this Section II or Section III of  
23 this Agreement, the County’s determinations and actions under this Section II and Section III of  
24 this Agreement are solely for the benefit of the County, as the provider of the CDBG funding stated  
25 herein, and do not relieve the District of its obligations, or lessen the District’s obligations, under  
26 this Agreement.

27 III. OBLIGATIONS OF THE DISTRICT

28 A. The District shall provide any and all sums of money in excess of \$40,000

1 which may be necessary to complete the Project. The bid documents shall include any proposed  
2 additive or deduct alternatives.

3 B. The District shall demonstrate in writing, and to the County's satisfaction,  
4 that it has the authority, operational ability, and financial resources for maintaining the  
5 improvements constructed with CDBG funds under this Agreement, prior to award of construction  
6 of the Project.

7 C. The District shall perform, or cause to be performed, all engineering work  
8 required for the Project.

9 D. In selecting an engineer to perform any engineering work required for the  
10 Project, the District shall go through a competitive process in accordance with Chapter 4.10 of the  
11 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the  
12 engineer, the District shall prepare a written description of the process, perform a cost or price  
13 analysis, and submit the process description and summary of the analysis to the Division for  
14 review. The District shall obtain a letter from the Division specifying that the conditions of this  
15 Section have been met.

16 E. The District shall specify in agreements with its consultants that all  
17 engineering work funded with CDBG funds shall become the property of the District upon payment  
18 by the District for the cost of such engineering work.

19 F. The District shall furnish evidence, to the satisfaction of the Division, that it  
20 has free and clear title to all parcels of real property on which Project improvements will be located,  
21 with any liens or encumbrances noted, and/or that it has obtained or can obtain all necessary  
22 easements, rights-of-way, licenses, permits, and State and local approvals required for the  
23 completion of the Project.

24 G. Upon completion of the design engineering, the District shall submit the  
25 plans and specifications to the Division. The Division will ensure Federal CDBG requirements  
26 have been adhered to, and will review cost estimates to ensure sufficient funds are available. The  
27 District shall obtain a letter from the Division specifying these conditions have been met and the  
28 plans and specifications are approved.

1 H. The District shall send its written description of the engineer selection  
2 process, cost or price analyses, design plans, specifications, and all written correspondence to:

3 Community Development Grants  
4 County of Fresno  
5 Department of Public Works and Planning  
6 Community Development Division  
7 2220 Tulare Street, 6th Floor  
8 Fresno, CA 93721

9 I. The scope of work specified in Section I-A has been determined to be  
10 exempt under the provisions of the National Environmental Policy Act (NEPA) and the California  
11 Environmental Quality Act (CEQA).

12 J. The Project does not involve any activities that will result in  
13 accomplishments reportable to HUD.

14 K. The District must inform the County in writing of any program income  
15 generated by the expenditure of CDBG funds. Any program income generated as a result of the  
16 Project must be paid to the County. For purposes of this Agreement, program income is defined  
17 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on  
18 CDBG loans. If the District contributed financially to the improvement Project, the District may  
19 retain a share of the program income in proportion to the District's contribution to the Project, after  
20 the District has provided a written accounting acceptable to the County.

21 L. The District acknowledges that the Malaga Wastewater Treatment Plan  
22 Disposal Pond Rehabilitation, Phase II project must be completed in order to meet a national  
23 objective per HUD regulations. The District shall not receive CDBG project funding for any other  
24 project or activity until an agreement is executed for the Malaga Wastewater Treatment Plan  
25 Disposal Pond Rehabilitation, Phase II project, or until the Project has been terminated pursuant  
26 to the provisions of Section IX of this Agreement.

27 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

28 A. The District shall, and shall cause its consultants, contractors, and  
subcontractors to, comply with all applicable State and Federal laws and regulations governing the  
Project.

1           B.       The District must comply with the requirements of the Build America, Buy  
2 America (BABA) Act, 41 USC 8301 et. seq., and all applicable rules and notices, as may be  
3 amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice,  
4 “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy  
5 America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR  
6 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject  
7 to BABA requirements, unless excepted by a waiver. The District shall ensure that all plans and  
8 specifications include requirements that all construction materials subject to BABA are noted as  
9 such.

10           C.       Whenever the District uses the services of a contractor, the District shall  
11 require that the contractor comply with all Federal, State and local laws, ordinances, regulations,  
12 and Charter of the County of Fresno provisions applicable in the performance of their work.

13           D.       Phase II of this Project is subject to the requirements of Section 3 of the  
14 Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u), and all documents  
15 prepared for the Project shall reflect this requirement. Accordingly, the District shall require the  
16 prime contractor to complete and submit documentation prior to award of the construction contract,  
17 and upon Project completion that compliance with the Section 3 of the Housing and Urban  
18 Development Act of 1968 clause have been met.

19           E.       Non-Discrimination: The District agrees to comply with the non-  
20 discrimination in employment and contracting opportunities laws, regulations, and executive orders  
21 referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-  
22 discrimination provisions in Section 109 of the Housing and Community Development Act of 1974  
23 are still applicable.

24           F.       Records Retention: The District shall retain all financial records, supporting  
25 documents, statistical records, and all other records pertinent to this Agreement for a period of four  
26 (4) years from the date of the submission of the County's consolidated annual performance and  
27 evaluation report to HUD in which the activities assisted under this Agreement are reported on for  
28 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of

1 the records cited, and that have started before the expiration of the four-year record retention  
2 period, such records must be retained until completion of the actions and resolution of all issues,  
3 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),  
4 570.506).

5 V. PAYMENT FOR THE PROJECT

6 A. At monthly intervals, the District shall submit a written request to the County  
7 for payment of specified costs incurred in the performance of this Agreement. The request for the  
8 County to make such a payment shall be in accordance with the exemplar Project Pay Request  
9 Form, attached as Exhibit 1, and incorporated by this reference. The request shall also be  
10 accompanied by a written certification from the District that the request for payment is consistent  
11 with the amount of work that has been completed, and that the work is in accordance with the  
12 construction contract documents and this Agreement. The request for payment shall also be  
13 accompanied by documentation acceptable to the County, such as checks, invoices, or vouchers  
14 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.  
15 The first construction progress payment request shall also be accompanied by documentation  
16 demonstrating that all construction-related required permits have been issued by the County. After  
17 appropriate review and inspection, the County shall make payment from CDBG funds provided in  
18 this Agreement for all eligible costs specified herein up to the maximum amount payable under  
19 Section I.

20 B. CDBG regulations at 24 CFR 570.200(h) permit the District, as a  
21 subrecipient, to incur pre-award costs for the Project beginning with the start of the 2025-2026  
22 program year on July 1, 2025, and submit such costs for payment under this Agreement.

23 C. Any savings realized in the final cost of the Project, due to Project cost  
24 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce  
25 the amount of this Project paid for with CDBG funds in the same pro rata share that CDBG funds  
26 were used in payment of the Project. If the District is required to provide any additional funds  
27 toward the Project other than described in this Agreement, any cost savings shall be first used to  
28 reimburse the District for its contribution in excess of the total amount provided by this Agreement.

1 D. The County shall not be bound by any agreement between the District and  
2 its agents.

3 E. The County may withhold payment of the final payment request made by  
4 the District until evidence is submitted to the County that a maintenance plan has been prepared  
5 and adopted for the improvements constructed with CDBG funds.

6 F. Upon the completion of the Project, the District shall submit to the  
7 Division a written request for final payment of costs, which shall provide a detailed description  
8 of the Project pay items and costs. The final pay request shall be in accordance with Exhibit 1  
9 to this Agreement. The County shall not be obligated to make any payments under this  
10 Agreement if the request for payment is submitted by the District more than sixty (60) calendar  
11 days after the County completes its review of the Project plans and specifications and issues its  
12 approval. An extension to the sixty (60) calendar day period may be granted by the Director  
13 prior to the deadline if the District can demonstrate just cause for the delay.

14 G. The County may withhold payment of the final payment request made by  
15 the District until a final written summary of all Project work completed with CDBG and other funds,  
16 as specified in Section V-F, have been submitted to the County.

17 H. All requests for payment and supporting documentation shall be sent to:  
18 PWP Finance Division Mgr.  
19 County of Fresno  
20 Department of Public Works and Planning  
21 Financial Services Division  
22 2220 Tulare Street, 6<sup>th</sup> Floor  
23 Fresno, CA 93721  
24 [pwpbusinessoffice@fresnocountyca.gov](mailto:pwpbusinessoffice@fresnocountyca.gov) (if submitted by email)

25 I. The District shall establish accounting and bookkeeping procedures in  
26 accordance with standard accounting and bookkeeping practices, including, but not limited to,  
27 employee timecards, payrolls, and other records of all transactions to be paid with CDBG funds in  
28 accordance with the performance of this Agreement. All records and accounts shall be available  
for inspection by the County, the State of California, if applicable, the Comptroller General of the  
United States, and HUD or any of their duly authorized representatives, at all reasonable times for  
a period as specified in Section IV-F. The District shall certify accounts when required or requested

1 by the County.

2 J. The District, as a subrecipient of Federal financial assistance, is required to  
3 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501  
4 et seq.). Whenever the District receives CDBG funds from the County for the Project, a copy of  
5 any audit performed by the District in accordance with said Act shall be forwarded to the County  
6 Community Development Grants Program Manager within nine (9) months of the end of any  
7 District fiscal year in which funds were expended and/or received for the Project. Failure to perform  
8 the requisite audit functions as required by this paragraph may result in the County performing any  
9 necessary audit tasks or, at the County's option, the County contracting with a public accountant  
10 to perform the audit. All audit costs related to the District's failure to perform the requisite audit are  
11 the sole responsibility of the District, and such audit work costs incurred by the County shall be  
12 billed to the District, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the  
13 event the District is only required to perform an audit under the provisions of the Act because the  
14 District is receiving CDBG funds, the County may perform, or cause to be performed, the required  
15 audit to determine whether funds provided through this Agreement have been expended in  
16 accordance with applicable laws and regulations. Any audit-related costs incurred by the County  
17 under this provision shall be charged to the County CDBG Program. The District agrees to take  
18 prompt and appropriate corrective action on any instance of material non-compliance with  
19 applicable laws and regulations.

20 K. The District shall send a copy of the audit to:

21 Community Development Grants  
22 County of Fresno  
23 Department of Public Works and Planning  
24 Community Development Division  
25 2220 Tulare Street, 6<sup>th</sup> Floor  
26 Fresno, CA 93721

27 VI. INDEMNIFICATION

28 The District shall indemnify and hold harmless and defend the County (including its  
officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,  
costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to

1 the County, the District, or any third party that arise from or relate to the performance or failure to  
2 perform by the District (or any of its officers, agents, subcontractors, or employees) under this  
3 Agreement. The County may conduct or participate in its own defense without affecting the  
4 District's obligation to indemnify and hold harmless or defend the County. The provisions of this  
5 Section VI shall survive the expiration or termination of this Agreement.

6 VII. TIME OF PERFORMANCE

7 A. The following schedule shall commence on the date this Agreement is  
8 executed by the County:

9 1. Complete Design Engineering and Submit to the County for Review  
10 – January 7, 2026.

11 2. Complete County Review and Approval of Plans – April 9, 2026.

12 B. The final written summary of all work completed and request for final  
13 payment shall be submitted to the County no later than June 8, 2026.

14 C. This Agreement shall remain in effect until January 10, 2028, to provide the  
15 District time to complete the planned Malaga Wastewater Treatment Plan Disposal Pond  
16 Rehabilitation, Phase II project, which must be completed in order to meet a national objective per  
17 HUD regulations. Satisfaction of this requirement shall be evidenced by the recording of a Notice  
18 of Completion for the Malaga Wastewater Treatment Plan Disposal Pond Rehabilitation, Phase II  
19 project.

20 D. The District shall give immediate written notification to the Division of any  
21 events that occur which may affect the above time schedule and completion date, and the time  
22 schedule specified in the contract documents, or any event that may have significant impact upon  
23 the Project or affect the attainment of the Project's objectives. The Director is authorized to adjust  
24 the above schedule if, in the Director's judgment, any delay is beyond the control of the parties  
25 involved.

26 E. Time is of the essence in the District's performance of this Agreement.

27 VIII. BREACH OF AGREEMENT

28 In the event the District fails to comply with any of the terms of this Agreement, the

1 County may, at its option, deem the District's failure a material breach of this Agreement, and utilize  
2 any remedies permitted by law that the County deems appropriate. Should the County deem a  
3 breach of this Agreement material, the County shall immediately be relieved of its obligations to  
4 make further payment as provided herein and District shall return to County within 30 days all  
5 CDBG funds paid by the County to the District pursuant to this Agreement. Termination of this  
6 Agreement due to breach shall not, in any way whatsoever, limit the rights of the County in seeking  
7 any other legal relief in a court of law or equity, including the recovery of damages. In addition to  
8 the termination of the Agreement by the County due to a material breach of this Agreement by the  
9 Subrecipient, the County may also terminate this Agreement for convenience, in accordance with  
10 state and federal law.

11 IX. TERMINATION OF PROJECT

12 A. If the District wishes to cancel the Project covered by this Agreement, the  
13 District shall submit a request in writing to the Division explaining just cause for the request. The  
14 Director is authorized to approve such a request if, in the Director's judgment, there is just cause  
15 for the Project's cancellation.

16 B. If the District's request to cancel the Project covered by this Agreement is  
17 approved by the County, the District shall promptly return to the County all CDBG funds paid by  
18 the County to the District for the Project. The reimbursed amount of funds shall be applied towards  
19 the next project on the back-up list of the Annual Action Plan for the program year at the date of  
20 repayment.

21 C. Failure to initiate and complete the Malaga Wastewater Treatment Plan  
22 Disposal Pond Rehabilitation, Phase II project by the date specified in Section VII-C and in  
23 accordance with Section VII-C shall be considered a cancellation of the Project covered by this  
24 Agreement, and the District shall return to the County within 30 days all CDBG funds paid by the  
25 County to the District pursuant to this Agreement.

26 X. VENUE; GOVERNING LAW

27 Venue for any action arising out of or relating to this Agreement shall only be in  
28 Fresno County, California. The rights and obligations of the parties and all interpretation and

1 performance of this Agreement shall be governed in all respects by the laws of the State of  
2 California.

3 XI. ENTIRE AGREEMENT

4 This Agreement constitutes the entire agreement between the District and the  
5 County with respect to the subject matter hereof, and supersedes all previous negotiations,  
6 proposals, commitments, writings, advertisements, publications, and understandings of any nature  
7 whatsoever unless expressly included in this Agreement.

8 XII. NO THIRD-PARTY BENEFICIARIES

9 This Agreement does not and is not intended to create any rights or obligations for  
10 any persons or entity except the parties. This Agreement is solely for the benefit of the County and  
11 the District and HUD, and there are no intended third party beneficiaries of this Agreement.

12 XIII. AUTHORIZED SIGNATURES

13 The District represents and warrants to the County that:

14 A. The District is duly authorized and empowered to sign and perform its  
15 obligations under this Agreement.

16 B. The individual signing this Agreement on behalf of the District is duly  
17 authorized to do so, and his or her signature on this Agreement legally binds the District to the  
18 terms of this Agreement.

19 XIV. ELECTRONIC SIGNATURES

20 The parties agree that this Agreement may be executed by electronic signature as  
21 provided in this section.

22 A. An "electronic signature" means any symbol or process intended by an  
23 individual signing this Agreement to represent their signature, including but not limited to (1) a  
24 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
25 scanned and transmitted (for example by PDF document) version of an original handwritten  
26 signature.

27 B. Each electronic signature affixed or attached to this Agreement (1) is  
28 deemed equivalent to a valid original handwritten signature of the person signing this

1 Agreement for all purposes, including but not limited to evidentiary proof in any administrative  
2 or judicial proceeding, and (2) has the same force and effect as the valid original handwritten  
3 signature of that person.

4 C. The provisions of this section satisfy the requirements of Civil Code  
5 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division  
6 3, Part 2, Title 2.5, beginning with section 1633.1).

7 D. Each party using a digital signature represents that it has undertaken  
8 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs  
9 (1) through (5), and agrees that each other party may rely upon that representation.

10 E. This Agreement is not conditioned upon the parties conducting the  
11 transactions under it by electronic means and either party may sign this Agreement with an  
12 original handwritten signature.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on page  
2 one of this Agreement.

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MALAGA COUNTY WATER DISTRICT

COUNTY OF FRESNO

By: \_\_\_\_\_  
Charles E. Garabedian, Jr., President  
Board of Directors

\_\_\_\_\_  
Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the  
County of Fresno

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

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

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

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

FUND NO: 0001  
SUBCLASS NO: 10000  
ORG NO: 7205  
ACCOUNT NO: 7885  
PROJECT NO: N25451  
ACTIVITY CODE: 7219

REMIT TO:  
Malaga County Water District  
Attention: Charles E. Garabedian, Jr.,  
President, Board of Directors  
3580 S. Frank Street  
Fresno, CA 93725  
Telephone: (559) 485-7353

JA:JN  
G:\7205ComDev\Agendas-Agreements\2025\1209 Malaga WWTP Disposal Pond, Phase I AGT.docx  
September 30, 2025

**Exhibit 1**

**Project Pay Request**

Date

PWP Finance Division Mgr.  
County of Fresno  
Department of Public Works and Planning  
Financial Services Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

Subject: Request for Payment, CDBG Project No. \_\_\_\_\_  
<District Name>  
<Project Title>

In accordance with the executed Agreement for the above-referenced project, the <District Name> is requesting payment of \$\_\_\_\_\_ for project costs.

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.

Payee	Invoice #	Amount
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Sincerely,

<District Manager>  
<District Name>

Enclosure(s)

RESOLUTION NO. 10-28-2025A

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
MALAGA COUNTY WATER DISTRICT APPROVING AN AGREEMENT FOR THE  
DELIVERY OF SURFACE WATER FOR RECHARGE WITH THE FRESNO  
METROPOLITAN FLOOD CONTROL DISTRICT**

---

**WHEREAS**, the Malaga County Water District (“MALAGA”) entered into an agreement with the Fresno Irrigation District (“FID”) for a supply of surface water to be used to recharge the groundwater supply in order to achieve the goals of the Sustainable Groundwater Management Act and the North Kings Groundwater Sustainability Agency; and

**WHEREAS**, the Fresno Metropolitan Flood Control District (“FMFCD”) operates several stormwater ponds, including pond “CF” located on near Peach Ave and Central Ave, which can be used for groundwater recharge when not needed for stormwater control; and

**WHEREAS**, the MALAGA and FMFCD desire to enter into an agreement to have water available pursuant to the agreement between FID and MALAGA, delivered to pond CF for recharge.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT as follows:

1. That the forgoing Recitals are true and correct and are incorporated by this reference herein as though fully set forth at this point.
2. That the Board of Directors of the Malaga County Water District hereby approves the “Agreement” between the FMFCD and MALAGA in substantially the form as attached hereto and incorporated herein by this reference as Attachment A.
3. The Board of Directors of the Malaga County Water District hereby authorizes the President of the Board of Directors to sign the attached Agreement (Attachment A) on behalf of the Malaga County Water District.
4. The Board of Directors further authorizes the General Manager to perform all duties, obligations or services required or permitted by the Agreement, including the authority to request the delivery of water to pond CF, and to sign any and all documents necessary on behalf of the District to perform any obligations, duties or services required by the Malaga County Water District under the Agreement.

\* \* \* \* \*

This Resolution passed and adopted this 28<sup>th</sup> day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

---

Charles Garabedian, Jr., President  
Malaga County Water District

ATTEST:

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Norma Melendez,  
Secretary of the Board of Directors  
Malaga County Water District

# Item 8.b.



## CONTRACT CHANGE ORDER

ORDER NO.	1
DATE	9/26/2025
STATE	CA
COUNTY	Fresno
PROJECT #	22-311

**CONTRACT FOR** MALAGA WWTP N REDUCTION

---

**FEDERAL PROJECT NO.** CDBG NO. 21-451

---

**OWNER** MALAGA COUNTY WATER DISTRICT

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**TO:** \_\_\_\_\_ **W.M. LYLES CO.**  
CONTRACTOR

Original Contract Amount: \_\_\_\_\_ \$426,800.00  
 Original Contract Time: \_\_\_\_\_ 180  
 Original Contract Completion Date: \_\_\_\_\_ 10/17/2025

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
1.0 Change Order 01		
1.1 Mixers Relocation in the Anoxic Basin Due to Conflict		\$15,274.00
<b>TOTALS</b>	\$0.00	\$15,274.00
<b>NET CHANGE IN CONTRACT PRICE</b>		\$15,274.00

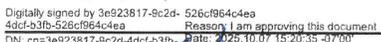
**JUSTIFICATION:**  
 See MEMO and back up documentation attached.

The amount of the Contract will be **Increased** by the sum of: \_\_\_\_\_ \$15,274.00

The Contract Total including this and previous Change Orders will be: \_\_\_\_\_ \$442,074.00

The Contract period provided for completion will be (Increased): \_\_\_\_\_ 0

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ Ruben Moreno, Jr., Project Executive	 <div style="font-size: small; border: 1px solid black; padding: 2px; width: fit-content;">                     Digitally signed by Ruben Moreno, Jr.                      DN: C=US, E=rmoreno@wmlylesco.com, O=W.M. Lyles Co.,                      CN=Ruben Moreno, Jr.                      Date: 2025.10.07 14:43:32-0700                 </div> WML Co. / Contractor	_____ 10/07/2025 (Date)
Recommended _____ Jerry Teng	 <div style="font-size: small; border: 1px solid black; padding: 2px; width: fit-content;">                     Digitally signed by 3e923817-9c2d-526cf964c4ea                      4dcd-b3fb-526cf964c4ea Reason: I am approving this document                      DN: cn=3e923817-9c2d-4dcd-43fb-... Date: 2025.10.07 15:20:35 -0700                 </div> Engineer of Record	_____ 10/07/2025 (Date)
Accepted _____ District Board President		_____ 10/21/2025 (Date)



## CONTRACT CHANGE ORDER

ORDER NO.	1
DATE	9/26/2025
STATE	CA
COUNTY	Fresno
PROJECT #	22-311

CONTRACT FOR	MALAGA WWTP N REDUCTION
FEDERAL PROJECT NO.	CDBG NO. 21-451
OWNER	MALAGA COUTY WATER DISTRICT

TO: \_\_\_\_\_ W.M. LYLES CO.  
 \_\_\_\_\_ CONTRACTOR

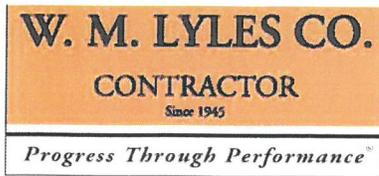
Original Contract Amount:	\$426,800.00
New Contract Amount	\$442,074.00
Change Order Amount	\$15,274.00
Original Contract Time:	180
Revised Contract Time:	180
Original Contract Completion Date:	10/17/2025

### Change Order Item Scope of Work Description

**1.0 Change Order 01**

**1.1 Mixers Relocation in the Anoxic Basin Due to Conflict**

The contractor shall procure and install a triangular grating to facilitate maintenance access to each of the mixers in the corners of the anoxic basin. The contractor shall modify the existing handrail to accommodate the triangular grating, provide a bypass pump to drain the anoxic basin into the weirs, and provide a temporary power supply for the bypass pump. The contractor shall mount the mixers on a post that will be attached to the base of the anoxic basin to avoid the nullification of the manufacturer's warranty. The contractor requested to proceed on Time and Material and provided an estimate of \$15,274.00 to perform the work in three days. If the extra work extends past the three days the contractor request an additional \$3,000.00 per day.



www.wmlylesco.com

**Northern Division - Fresno**  
1210 W. Olive Avenue  
Fresno, CA 93728  
Telephone (559) 268-1540  
Fax (559) 268-0420  
Contractor's License No. 422390  
DIR No. 1000001448

September 3, 2025

Yamabe and Horn Engineering  
2985 N. Burl Ave, Suite 101  
Fresno, CA 93727

Attn: Sergio Alvarado

Project: Malaga WWTP Nitrogen Reduction Project

Re: Request For Proposal 02- Move Mixers to Corner

Dear Mr. Alvarado,

To relocate the mixers to the corner of the Anoxic Basin, we request that this work be performed on a Time and Materials (T&M) basis due to the unknown condition of the basin floor. We estimate the cost to be **\$15,274.00**, and have attached supporting documentation to substantiate this estimate. All applicable sales taxes and bond costs for both the Prime Contractor and Subcontractors are included in this proposal.

This estimate includes:

- Procurement of triangular grating to facilitate maintenance access to the mixer in the corner.
- Modification of the handrail to accommodate the triangular grating.
- Provision of a bypass pump to drain the Anoxic Basin into the weirs.
- Temporary power supply for the bypass pump.
- An additional three days of labor. If the work exceeds this duration, additional costs may be incurred at **\$3,000.00 per day**.

Alternatively, installing the mixers as originally planned—while still requiring mounting to the basin floor—is estimated at **\$6,693.00**.

We do not anticipate any impact to the overall project schedule.

Please let us know if you have any questions or require further clarification.

WM LYLES CO.

David Gomez  
Project Manager

W. M. Lyles Co.  
P.O. Box 28130  
Fresno, CA 93729

Date: 3-Sep-25

Reference #:

Attention: Sergio Alvarado

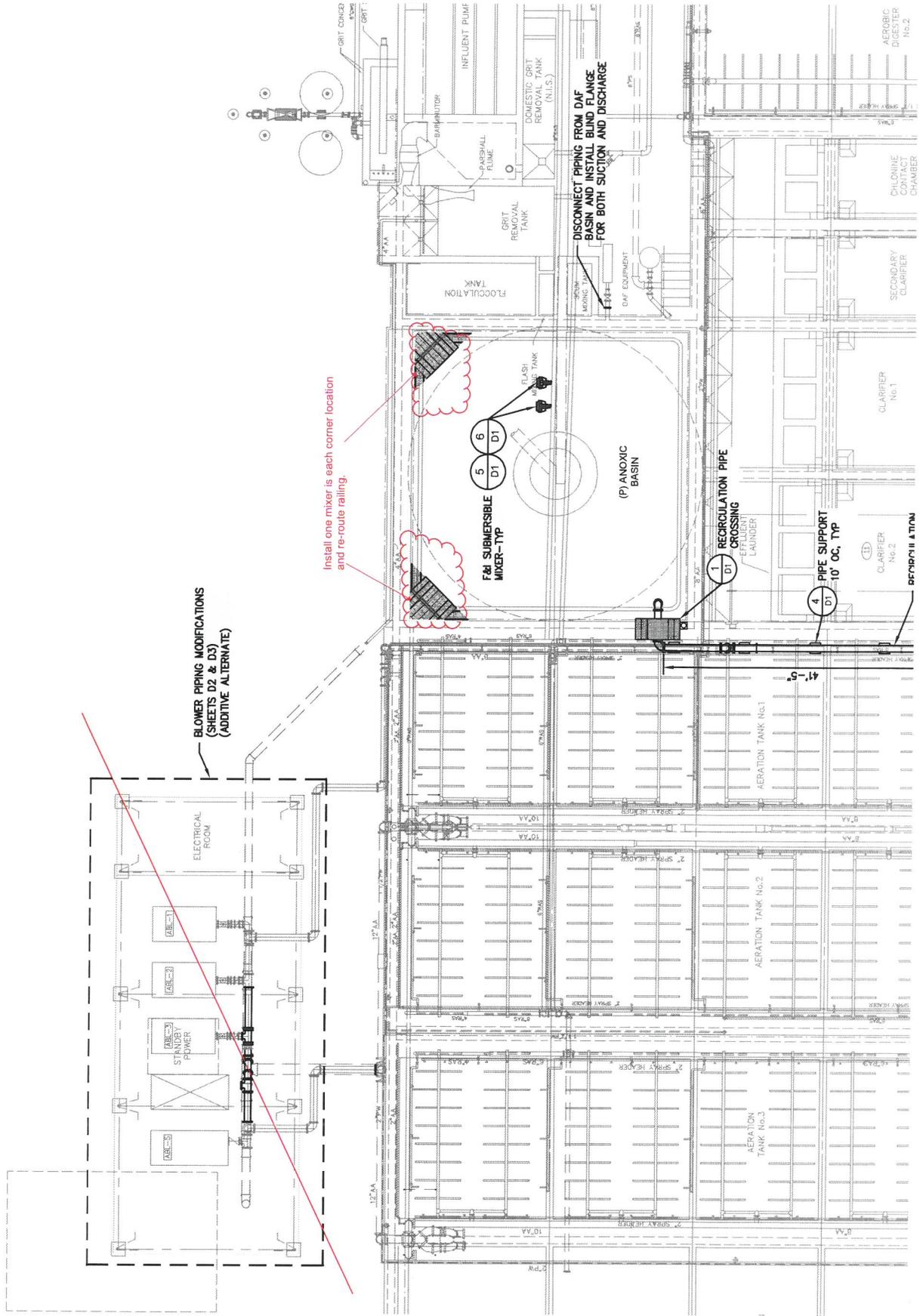
Project: Malaga WWTP Nitrogen Reduction Project

Description: Request for Proposal 02- Move Mixers to Corner of Tank

Item:	Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1 Repair Grease Lines	1 LS	64	\$ 4,630.80	\$ 939.78	\$ 5,587.87	\$ 1,961.26	\$ 13,119.71
2	LS						
3	LS						
4	LS						
5	LS						
6	LS						
<b>Total Costs</b>		<b>64</b>	<b>\$ 4,630.80</b>	<b>\$ 939.78</b>	<b>\$ 5,587.87</b>	<b>\$ 1,961.26</b>	<b>\$ 13,119.71</b>

Subtotal	\$	13,119.71
Mark-up - Labor	\$	926.16
Mark-up - Equipment	\$	140.97
Mark-up - Materials	\$	838.18
Mark-up - Subcontractor	\$	98.06
Bond (General Contractor)	\$	151.23
<b>Total This Change Order</b>	<b>\$</b>	<b>15,274.00</b>

Comments:



To: David Gomez - W. M. Lyles Co.  
 Job Name: Malaga WWTP N Reduction  
 Description of Change: Temp PWR Sump Pumps

Customer to furnish and install power cables. Customer to provide all pumping equipment. Customer to provide all labor to move pump cabling as needed. This proposal provides labor to terminate customer furnished power cables to (x2) 480V 5HP Starters and Meltrics that are provided within the normal scope of the project. Meltrics that are for the project will be used for the temporary power for the sump pump equipment. All additional material and equipment is excluded. This labor is for connecting and terminating of the customer furnished equipment and then disconnecting only.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Labor	Hours	Rate	Total
Labor	16	106.59	1,705.44
	16		\$1,705.44

Description	Pcnt	Amount \$
Labor		1,705.44
Total Cost		\$1,705.44
15% Markup	15%	255.82
Contract Amount		\$1,961.26
Time Impact		days

Upon approval, the sum of \$1,961.26 will be added to the contract price.

**APPROVAL:**

 BY: DEVON FULLNER  
STRATEGIC MECHANICAL, INC.

 DATE: 8/13/2025

 BY: \_\_\_\_\_  
W. M. LYLES CO.

DATE: \_\_\_\_\_

**QUOTE**



**R.A. No. 57108014**

Page 1 of 3

<b>BRANCH: 642</b>	<b>BILL TO CUSTOMER: 6438983</b>	<b>SHIPPING ADDRESS</b>
<b>HERC PROSOLUTIONS BAKERSFIELD</b> 7548 DIMILLER DR SUITE C 661-399-2463	<b>WM LYLES CORP</b> PO BOX 28130 FRESNO, CA 93729-8130	<b>WM LYLES CORP</b> 3749 S MAPLE AVE FRESNO, CA 93725  559-267-8404

**DESCRIPTION/CHARGES**

**EST START:** 8/11/25 7:00      **EST RETURN:** 8/12/25 7:00      **DROP DATE:** \_\_\_\_\_  
**SHIPPED BY:** 41      **ORDERED BY:** GOMEZ, DAVID      **DROP TIME:** \_\_\_\_\_  
**ORDER DATE:** 7/30/25      **SALESPERSON:** 1341      **SALES COORDINATOR:** \_\_\_\_\_

PO# / JOB#: WILL CALL FROM FRESNO / 113 WM LYLES CORP -

**Rates subject to availability**

**Herc Rentals offers peace of mind when you purchase Rental Protection Plan ("RPP") at the start of your rental. This optional program limits your responsibility when accidental damage or theft occurs on covered equipment. You will be charged the RPP fee if you choose to purchase RPP or until you provide an acceptable certificate of insurance. View the benefits, details, and exclusions to RPP by visiting our website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> or contact your Herc Rentals servicing location for more information.**

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	PUMP SUBMERSIBLE SEWAGE CUT 5HP 4IN ELEC 8092040	8/	140.00		140.00	430.00	1290.00	140.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							1.05
	EMISSIONS & ENV SURCHARGE EMISSIONS							3.50
5	KANAFLEX SUCTION HOSE CAM CPLNG 4X20 9206009	8/	14.00		14.00	42.00	126.00	70.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							.53
	EMISSIONS & ENV SURCHARGE EMISSIONS							.35
1	CABLE 10/4 50FT 30A 9400160	8/	4.00		4.00	12.00	36.00	4.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							.03
1	PUMP CONTROL PANEL AUTOMATIC 9203610	8/	21.00		21.00	63.00	189.00	21.00

CONTINUED

**CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")**

**RENTAL PROTECTION PLAN.** Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/services-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

**Quote Valid For 30 Days From Order Date**

**Terms are due upon receipt Not valid without Barcode**

Customer Name \_\_\_\_\_

Title \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at [HercRentals.com](http://HercRentals.com)



**QUOTE**



R.A. No. **57108014**

Page 2 of 3

<b>BRANCH: 642</b>	<b>BILL TO CUSTOMER: 6438983</b>	<b>SHIPPING ADDRESS</b>
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**DESCRIPTION/CHARGES**

**EST START:** 8/11/25 7:00      **EST RETURN:** 8/12/25 7:00      **DROP DATE:** \_\_\_\_\_  
**SHIPPED BY:** 41      **ORDERED BY:** GOMEZ, DAVID      **DROP TIME:** \_\_\_\_\_  
**ORDER DATE:** 7/30/25      **SALESPERSON:** 1341      **SALES COORDINATOR:** \_\_\_\_\_

**PO# / JOB#:** WILL CALL FROM FRESNO / 113 WM LYLES CORP -

**Rates subject to availability**

Qty	Equipment #	Hrs/ Min	Hour	Day	Week	4 Week	Amount
	CA PROPERTY TAX RECOVERY FEE	2217999001					.16
1	WATER PUMP FLOAT SWITCH SINGLE 9203640	8/ 5.00		5.00	15.00	45.00	5.00
	CA PROPERTY TAX RECOVERY FEE	2217999001					.04

\* \* \* Items are priced per piece \* \* \*

<b>Taxable Sub-total:</b>	245.59	<b>Sub-total:</b>	245.66
		<b>Tax:</b>	20.26
		<b>Total:</b>	265.92

**CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")**

**RENTAL PROTECTION PLAN.** Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/services-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.  
**PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.**  
**CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.**

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

**Quote Valid For 30 Days From Order Date**

**Terms are due upon receipt Not valid without Barcode**

Customer Name \_\_\_\_\_ Title \_\_\_\_\_  
 Customer Signature \_\_\_\_\_ Date \_\_\_\_\_







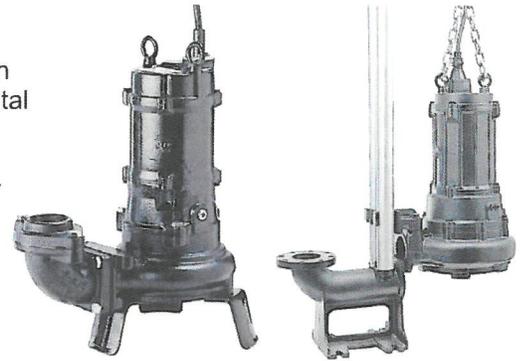
**C - SERIES**  
**SEWAGE & WASTE WATER CUTTER PUMPS**

**SPECIFICATIONS**

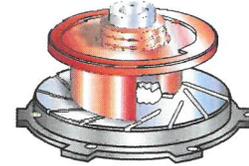
**■ FEATURES**

1. Single & Multi-Vane, Cast Iron, impellers with Tungsten Carbide tip., and serrated, High Chrome Cast Iron, field replaceable/ adjustable cutter plate, reduces solids to impeller thrulett size, providing for highly efficient, and trouble free pumping of raw sewage and waste water.
2. Double inside mechanical seals with silicon carbide faces, running in an oil filled chamber and further protected by a lip seal, equipped with an oil lifter, (2Hp. and above.), provides for the most durable seal design Available.
3. Highly efficient, continuous duty, air filled, copper wound motor with class F, B, E insulation minimizes the cost of operation.

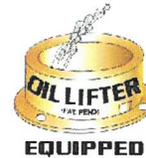
4. Built in thermal, protector prevents motor failure due to overloading, single phasing (in three phase units), or accidental run -dry conditions.
5. Double shielded, permanently lubricated, high temperature C3 ball bearings rated for a B-10 life of 60,000 hours, extend operational life.



**IMPELLER**



**CUTTER PLATE**



**EQUIPPED**



**■ APPLICATIONS**

1. Residential, commercial, industrial sewage, effluent, wastewater and site drainage.
2. Food and poultry, waste processing.
3. Dairy and Hog waste handling.
4. Problem sump applications with unpredictable solids incursion.

**■ SPECIFICATIONS**

- Discharge Size
- Horsepower Range
- Performance Range Capacity
- Head
- Maximum water temperature
- Materials of Construction
  - Casing
  - Impeller
  - Cutter Plate
  - Shaft
  - Motor Frame
  - Fasteners
- Mechanical Seal
  - Elastomers
- Impeller Type
- Solids Handling Capability
- Bearings
- Motor Nomenclature
  - Type, Speed, Hz.
  - Voltage, Phase
- Insulation
- Accessories

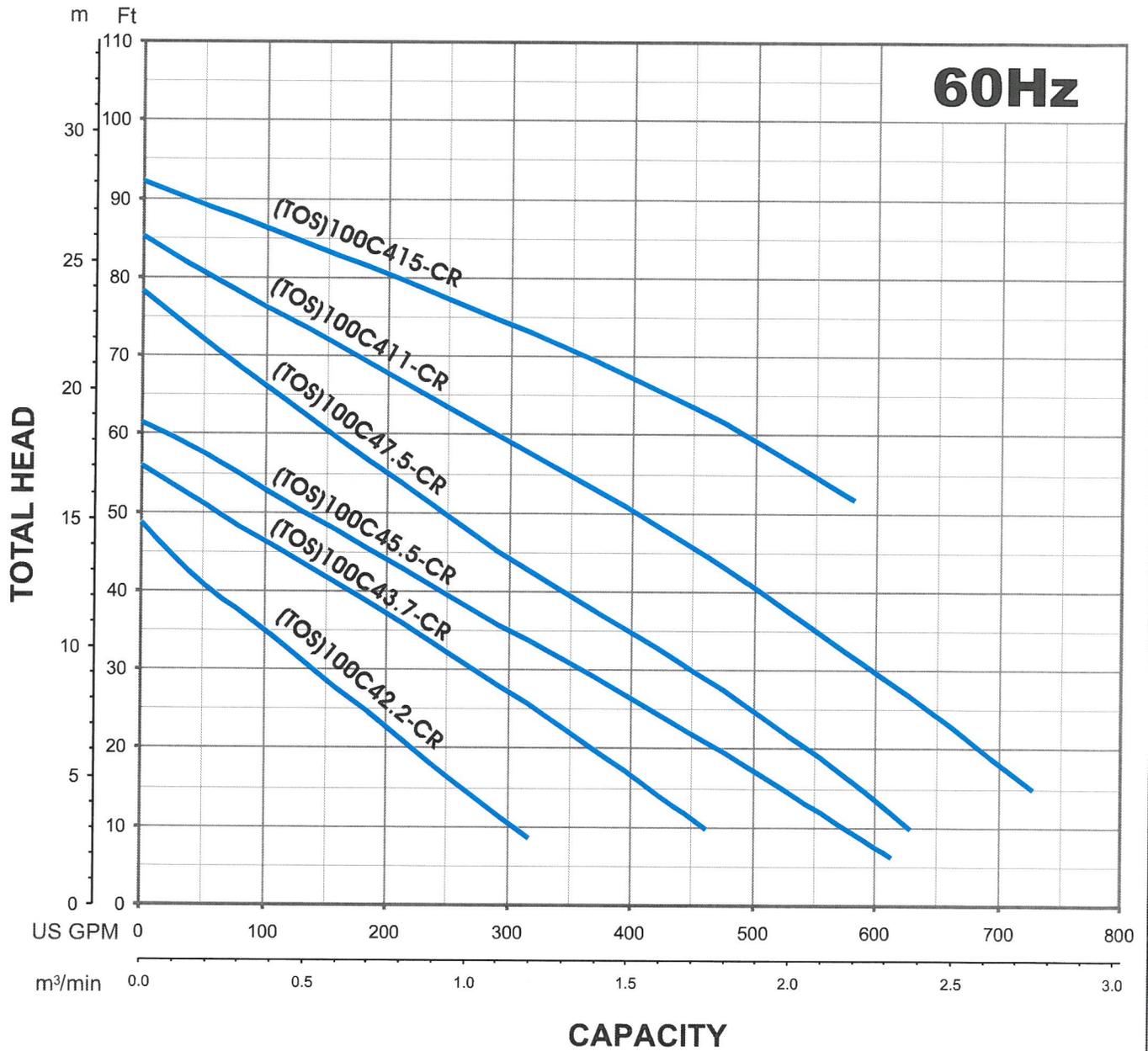
**■ STANDARD**

- 2 ~ 8" N.P.T. (50 ~ 200 mm)
- 1 ~ 30 Hp. (.75 ~ 22 KW)
- 39.6 ~ 1585.0 G.P.M. (.15 ~ 6.0 m<sup>3</sup>/min)
- 4.9 Ft. ~ 230.0 Ft. (1.5 ~ 70.1 m)
- 104° F. (40° C.)
- ASTM 48 Class 35 Cast Iron
- ASTM 48 Class 35 Cast Iron/TC
- High Chrome Cast Iron, (HCR)
- 420,403 Stainless Steel
- ASTM 48 Class 30 Cast Iron
- 304 Stainless Steel
- Silicon Carbide
- NBR (Nitril Buna Rubber)
- Semi-Open, Cutter Type
- 0.79 ~ 3.62 (20 ~ 92 mm)
- Pre-lubricated, Double Shielded
- Air Filled, 3600/1800/1200 Rpm, 60 Hz.
- 115V. or 230V. (1 Phase)
- 208-230 or 440, 460 or 575V. (3 Phase)
- Class E, B, F
- Submersible Power Cable 32' (10 m)

**■ OPTIONS**

- Dry-Pit
- Nema 3R inverter available for 230 V., 1 Ph. operation (1~5 Hp.)
- Length as Required
- TOS Slide rail system

**GROUP PERFORMANCE RANGE**



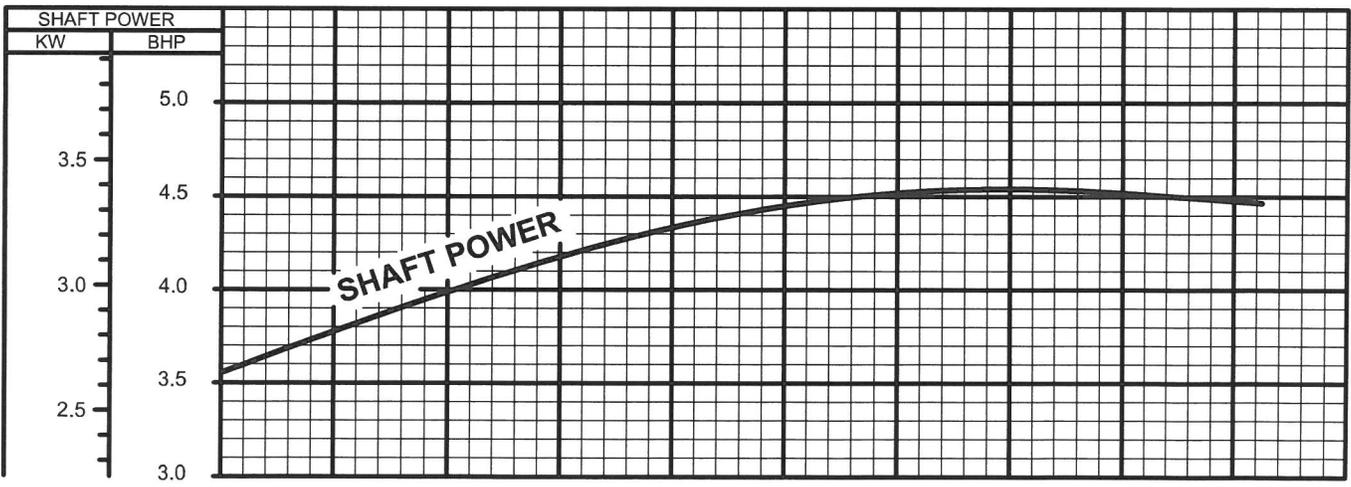
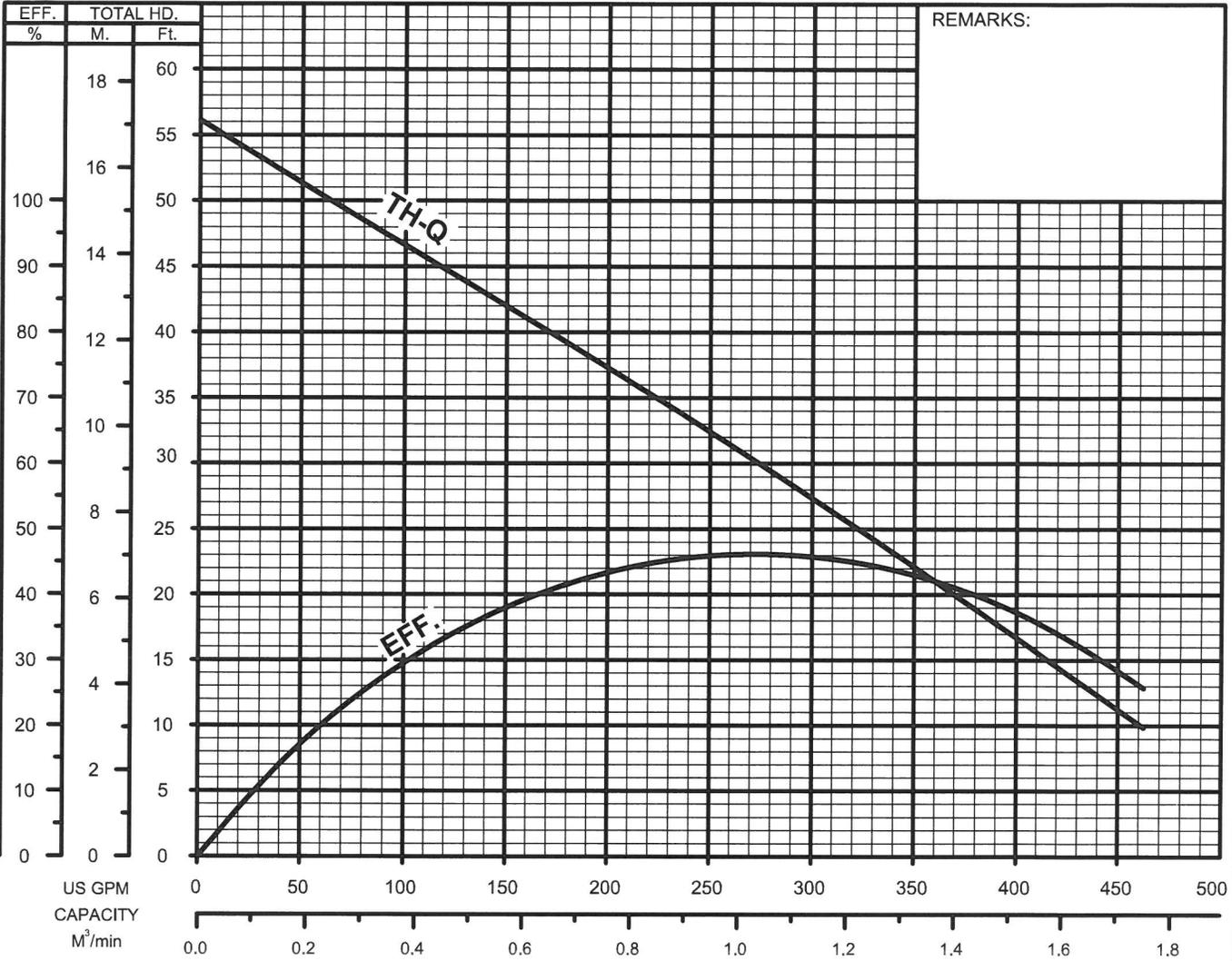


**TSURUMI PUMP**

**C-SERIES  
CUTTER - TYPE - SEWAGE & WASTEWATER PUMPS**

**PERFORMANCE  
CURVE**

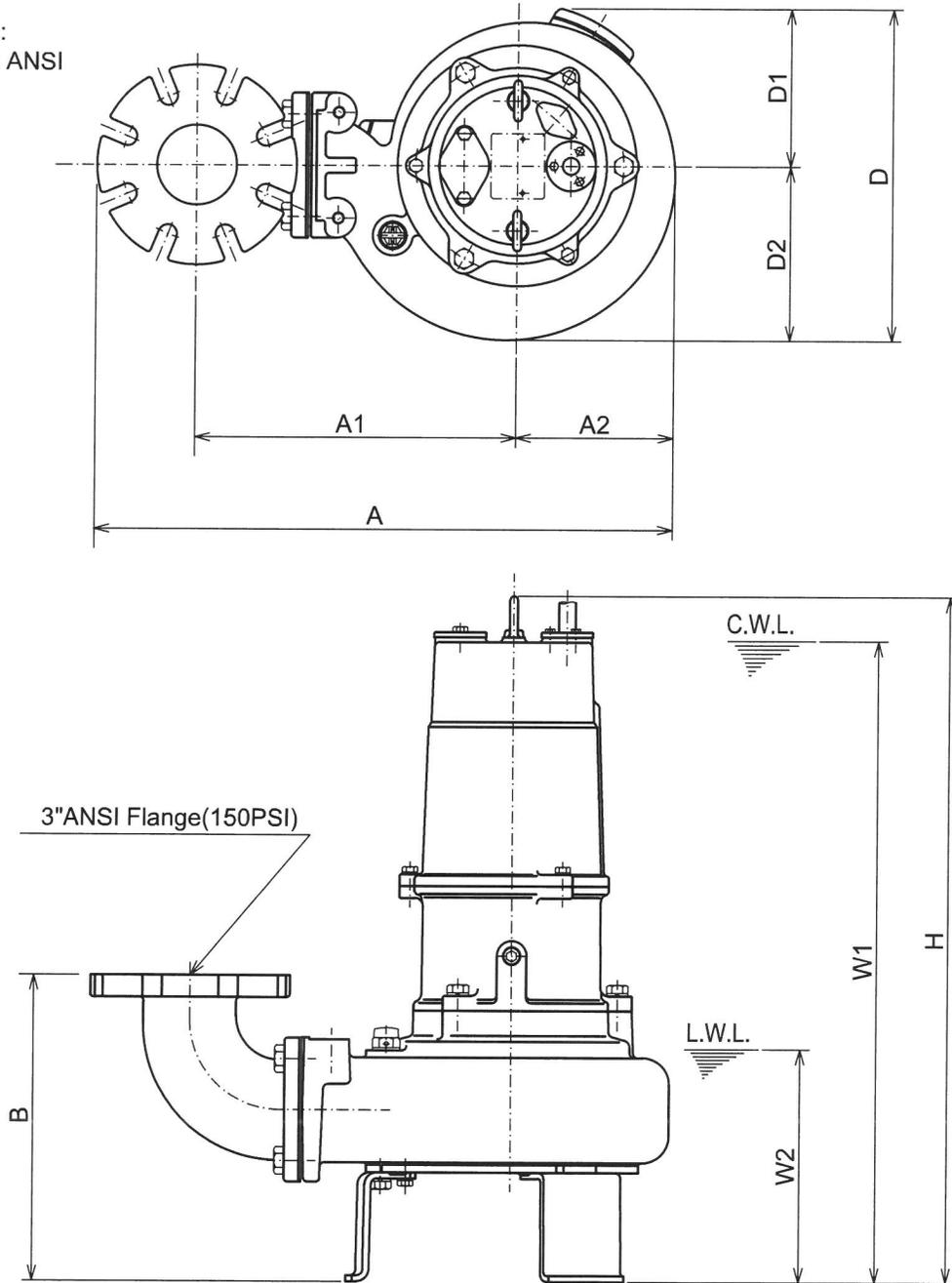
MODEL	BORE	HP	KW	RPM	SOLIDS DIA.	LIQUID	SG.	VISCOSITY	TEMP.
(TOS)100C43.7-CR -62	4"/100mm	5	3.7	1690	2.17"/55mm	Water	1.0	1.123cSt.	60°F
PUMP TYPE	PHASE	VOLTAGE	AMPERAGE	HZ	STARTING METHOD	INS.CLASS			
Cutter-Type-Sewage&Wastewater	3	208-230 / 460 /575	15.0-13.8 / 6.9 / 5.4	60	Direct On Line	E			
CURVE No.	DATE	PHASE	VOLTAGE	AMPERAGE	HZ	STARTING METHOD	INS.CLASS		
-	-	-	-	-	-	-	-		



<b>TSURUMI PUMP</b>	<b>C-SERIES</b> <b>CUTTER - TYPE - SEWAGE &amp; WASTEWATER PUMPS</b>	<b>DIMENSIONS</b>
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**100C43.7-CR -63 (3"Dis.)**

Bend model:  
BEND80-80 ANSI



C.W.L. :Continuous running Water Level  
L.W.L. :Lowest running Water Level

**DIMENSIONS:USCS(Inch)**

Model	HP	NOM. SIZE	Pump & Motor								C.W.L.	L.W.L.	*Wt. (lbs.)
			A	A1	A2	B	D	D1	D2	H			
100C43.7-CR -63	5	3"	23 3/16	13	6 1/4	12 1/8	13 1/8	6 1/4	6 7/8	27 3/16	25 3/8	9 1/4	175

**DIMENSIONS:METRIC(mm)**

Model	kW	NOM. SIZE	Pump & Motor								C.W.L.	L.W.L.	*Wt. (kg)
			A	A1	A2	B	D	D1	D2	H			
100C43.7-CR -63	3.7	80	589	330	159	308	333	158	175	690	645	235	79

\*Excluding Cable.



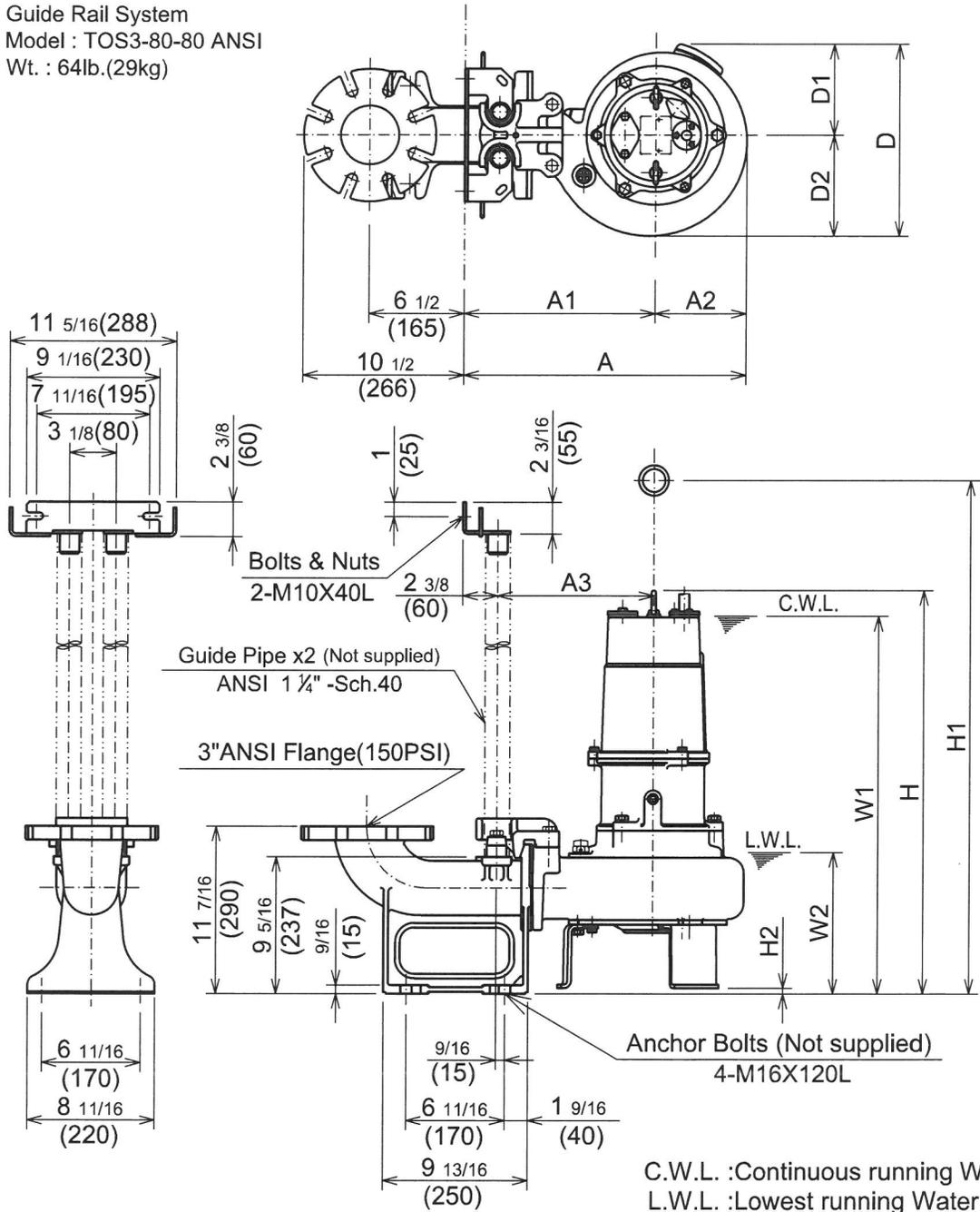
**TSURUMI PUMP**

**C-SERIES  
CUTTER - TYPE - SEWAGE & WASTEWATER PUMPS**

**DIMENSIONS**

**TOS100C43.7-CR -62 (3"Dis.)**

Guide Rail System  
Model : TOS3-80-80 ANSI  
Wt. : 64lb.(29kg)



C.W.L. :Continuous running Water Level  
L.W.L. :Lowest running Water Level

**DIMENSIONS:USCS(Inch)**

Model	HP	NOM. SIZE	Pump & Motor									C.W.L.	L.W.L.	*Wt. (lbs.)	
			A	A1	A2	A3	D	D1	D2	H	H1				H2
TOS100C43.7-CR -62	5	3"	19 1/4	13	6 1/4	10 5/8	13 1/8	6 7/16	6 1/4	27 9/16	33 7/8	3/8	25 3/4	9 5/8	176

**DIMENSIONS:METRIC(mm)**

Model	kW	NOM. SIZE	Pump & Motor									C.W.L.	L.W.L.	*Wt. (kg)	
			A	A1	A2	A3	D	D1	D2	H	H1				H2
TOS100C43.7-CR -62	3.7	80	489	330	159	270	333	158	175	700	860	10	655	245	80

\*Excluding TOS & Cable.

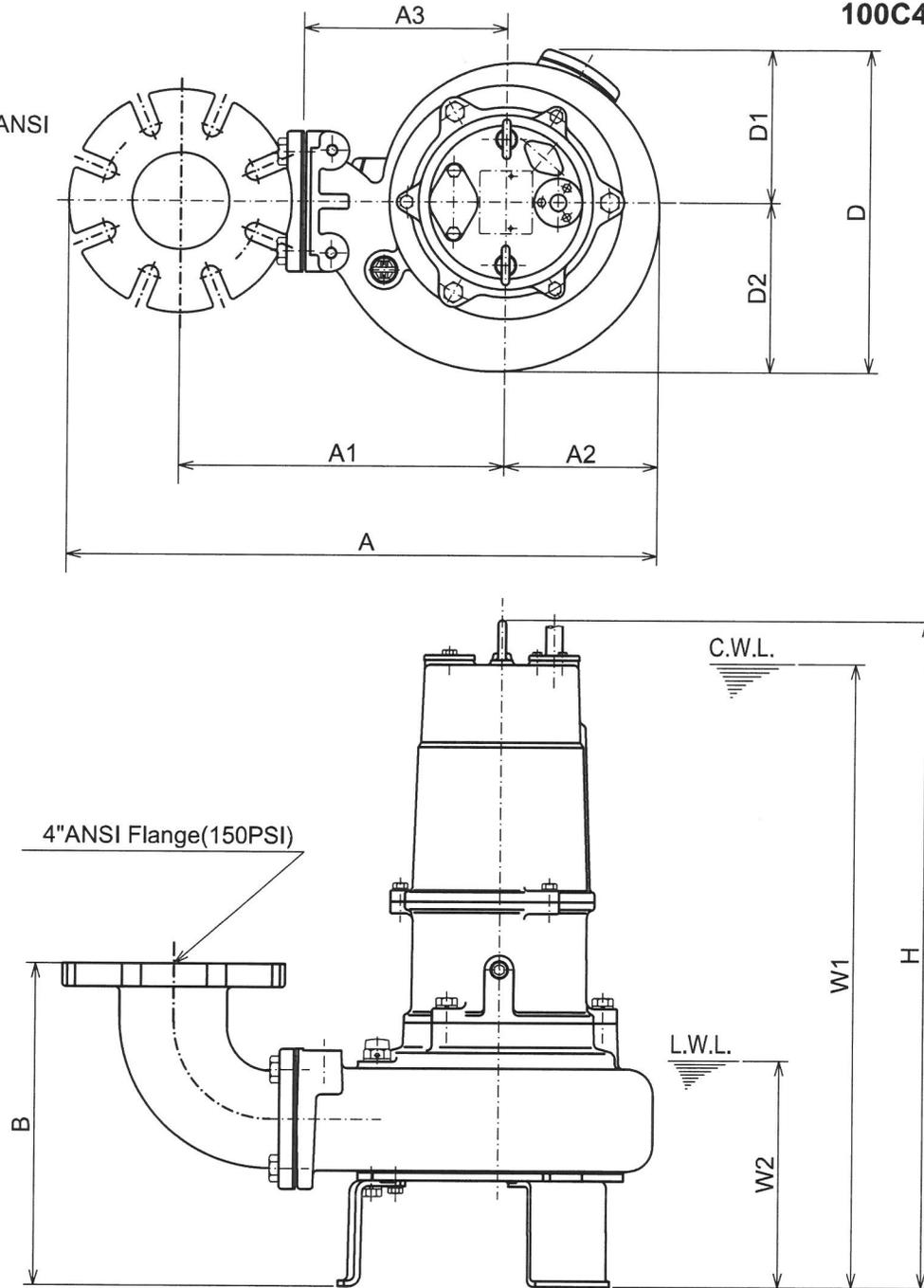


**C-SERIES  
CUTTER - TYPE - SEWAGE & WASTEWATER PUMPS**

**DIMENSIONS**

**100C43.7-CR -63**

Bend model:  
BEND80-100 ANSI



C.W.L. :Continuous running Water Level  
L.W.L. :Lowest running Water Level

**DIMENSIONS:USCS(Inch)**

Model	HP	NOM. SIZE	Pump & Motor								C.W.L. W1	L.W.L. W2	*Wt. (lbs.)	
			A	A1	A2	A3	B	D	D1	D2				H
100C43.7-CR -63	5	4"	24 3/8	13 9/16	6 1/4	8 1/4	13 1/8	13 1/8	6 1/4	6 7/8	27 3/16	25 3/8	9 1/4	183

**DIMENSIONS:METRIC(mm)**

Model	kW	NOM. SIZE	Pump & Motor								C.W.L. W1	L.W.L. W2	*Wt. (kg)	
			A	A1	A2	A3	B	D	D1	D2				H
100C43.7-CR -63	3.7	100	619	345	159	210	333	333	158	175	690	645	235	83

\*Excluding Cable.



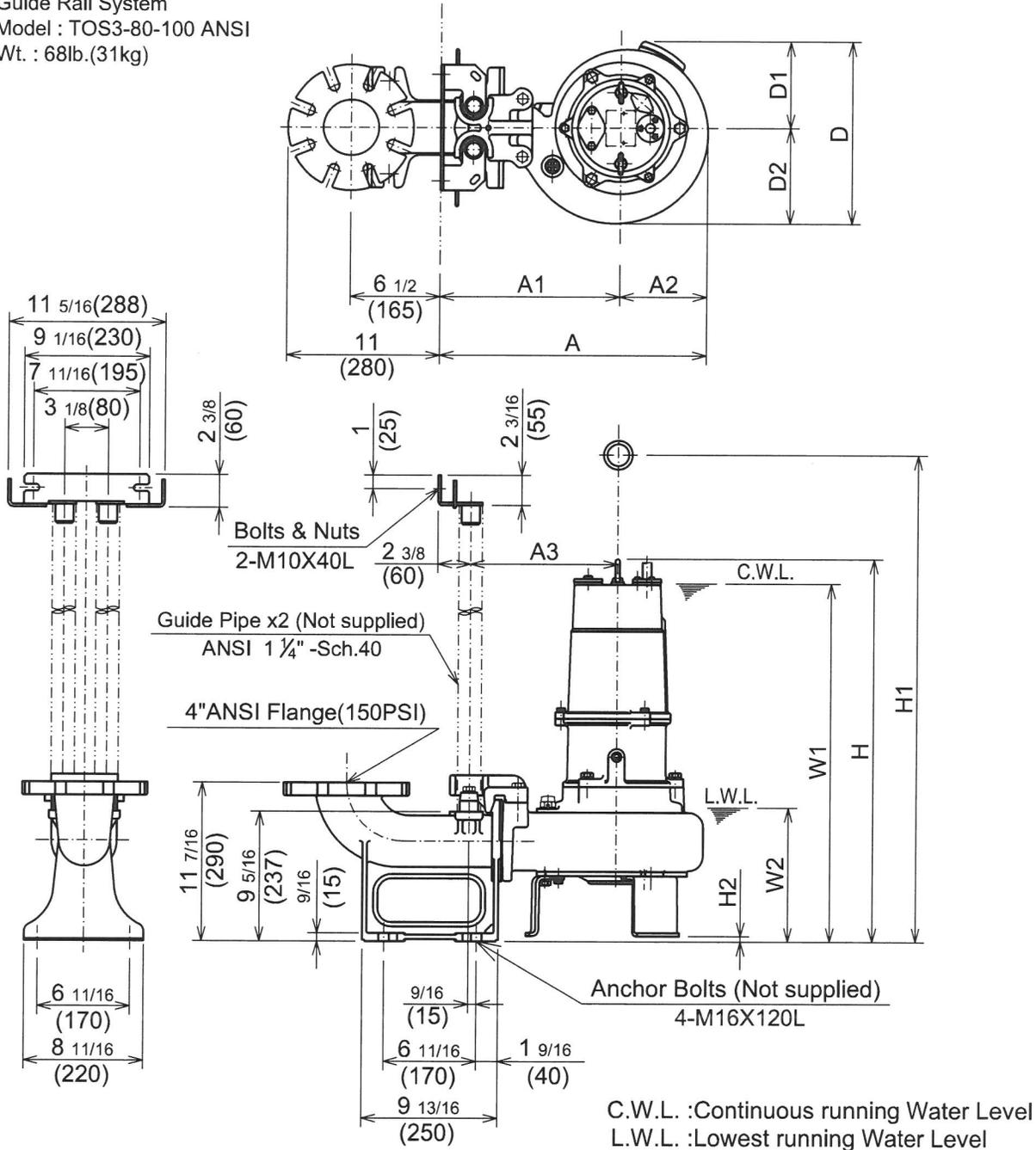
**TSURUMI PUMP**

**C-SERIES  
CUTTER - TYPE - SEWAGE & WASTEWATER PUMPS**

**DIMENSIONS**

**TOS100C43.7-CR -63**

Guide Rail System  
Model : TOS3-80-100 ANSI  
Wt. : 68lb.(31kg)



C.W.L. :Continuous running Water Level  
L.W.L. :Lowest running Water Level

**DIMENSIONS:USCS(Inch)**

Model	HP	NOM. SIZE	Pump & Motor									C.W.L.	L.W.L.	*Wt. (lbs.)	
			A	A1	A2	A3	D	D1	D2	H	H1				H2
TOS100C43.7-CR -63	5	4"	19 1/4	13	6 1/4	10 5/8	13 1/8	6 7/16	6 1/4	27 9/16	33 7/8	3/8	25 3/4	9 5/8	176

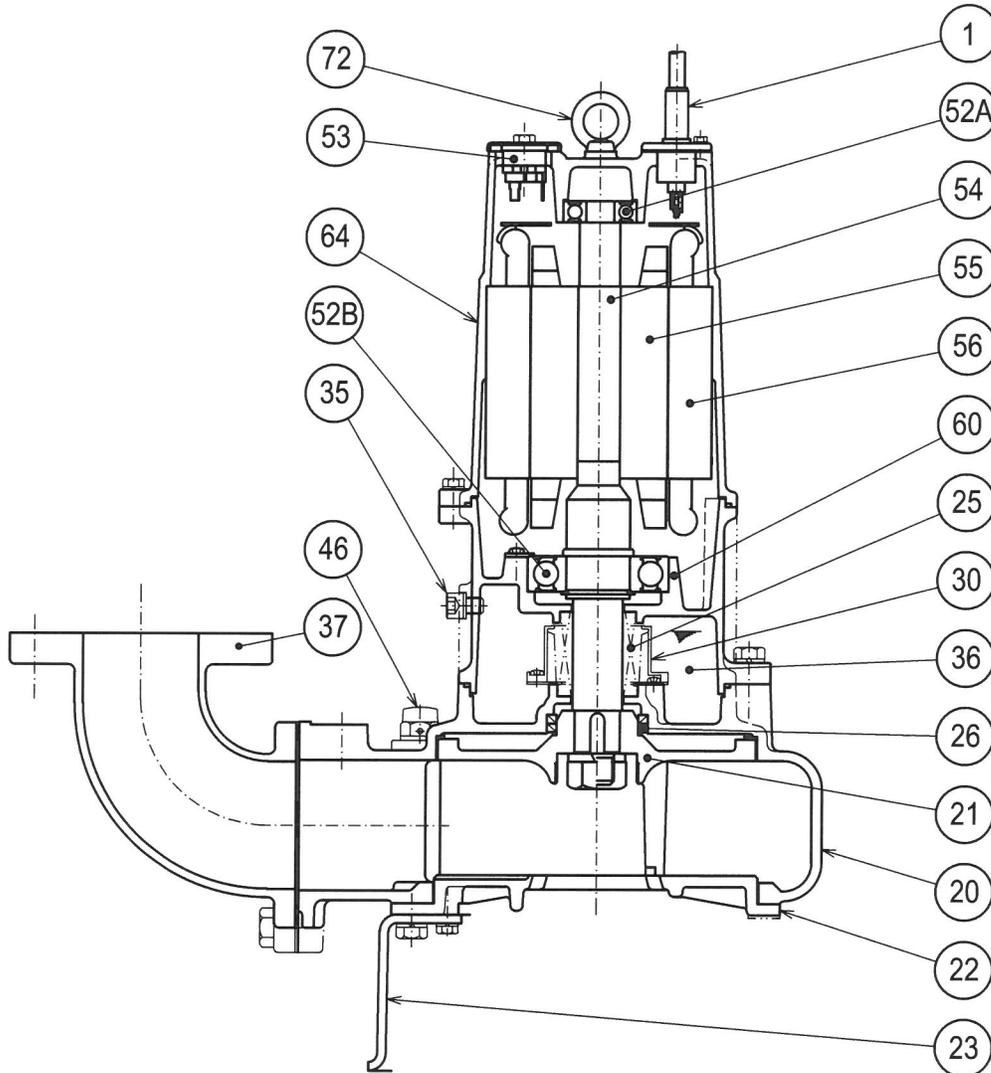
**DIMENSIONS:METRIC(mm)**

Model	kW	NOM. SIZE	Pump & Motor									C.W.L.	L.W.L.	*Wt. (kg)	
			A	A1	A2	A3	D	D1	D2	H	H1				H2
TOS100C43.7-CR -63	3.7	100	489	330	159	270	333	158	175	700	860	10	655	245	80

\*Excluding TOS & Cable.

<b>TSURUMI PUMP</b>	<b>C-SERIES</b> <b>CUTTER - TYPE - SEWAGE &amp; WASTEWATER PUMPS</b>	<b>SECTIONAL VIEW</b>
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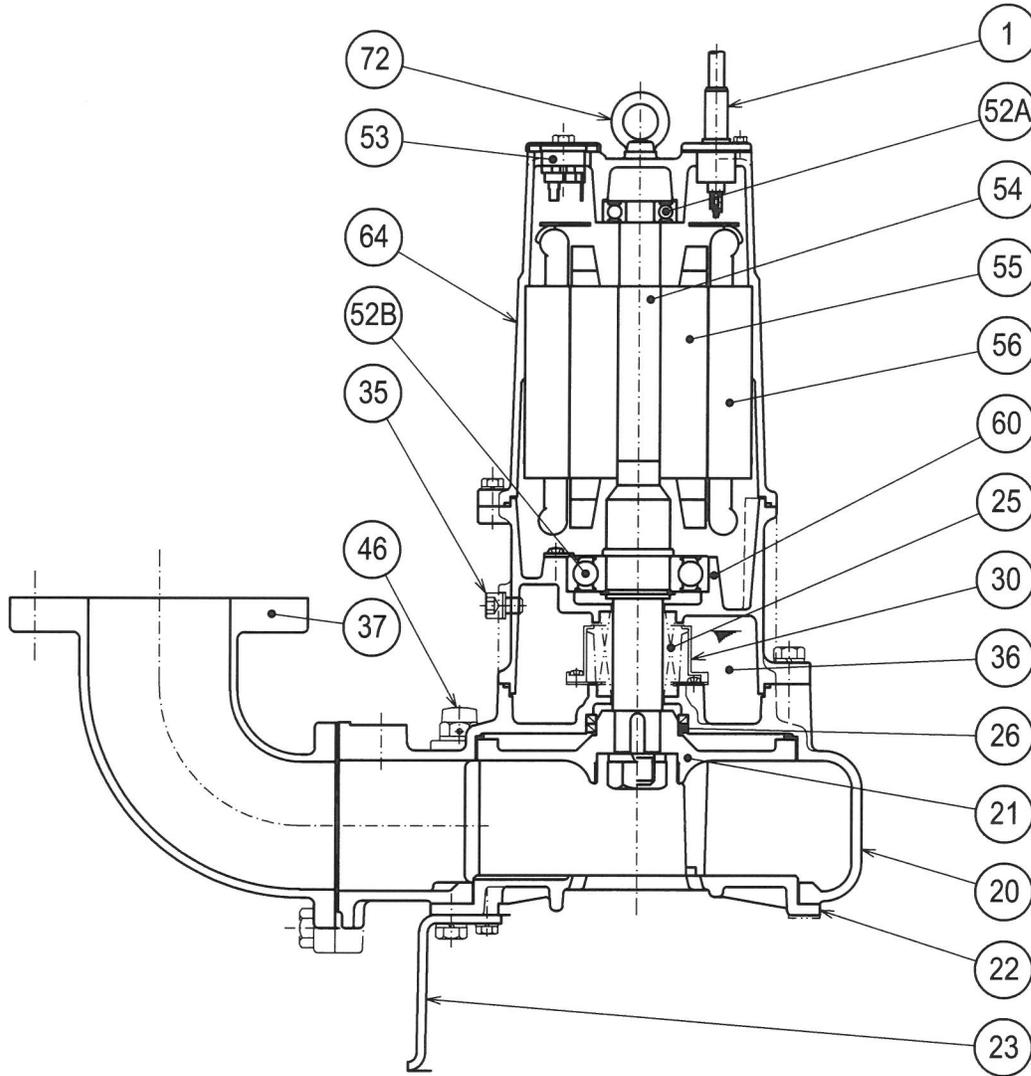
**100C43.7-CR -63 (3"Dis.)**



PART#	DESCRIPTION	MAIN MATERIAL / NOTE	RELATED ASTM,AISI CODE	RELATED EN CODE	QTY
1	Power Cable	PVC Sheath AWG 12/4-32ft			1
20	Pump Casing	Cast Iron	A48M Class30B	EN 1561 GJL-200	1
21	Impeller	Cast Iron W/Tungsten Carbide	A48M Class30B	EN 1561 GJL-200	1
22	Suction Cover	High Chrome Cast Iron	A532 ClassIII TypeA	DIN 1695 G-X260Cr27	1
23	Pump Stand	Steel	A283 Grade D	EN 10025 S275	3
25	Mechanical Seal	Silicon Carbide / H-35			1
26	Oil Seal	NBR / TC58726			2
30	Oil Lifter	PBT Resin W/GF40			1
35	Oil Plug	Stainless Steel	S 30400	1.4301	1
36	Lubricant	Turbine Oil ISO VG32 or SAE 10W-20			
37	Discharge Bend	Cast Iron / 3"ANSI Flange(150PSI)	A48M Class30B	EN 1561 GJL-200	1
46	Air Release Valve	Nylon			1
52A	Upper Bearing	AC-#6304ZZC3			1
52B	Lower Bearing	#6309ZZC3			1
53	Motor Protector				1
54	Shaft	Stainless Steel	S 42000	1.4028	1
55	Rotor				1
56	Stator				1
60	Bearing Housing	Cast Iron	A48M Class25B	EN 1561 GJL-150	1
64	Motor Housing	Cast Iron	A48M Class25B	EN 1561 GJL-150	1
72	Lifting Lug Bolt	Stainless Steel	S 30400	1.4301	2

<b>TSURUMI PUMP</b>	<b>C-SERIES</b> <b>CUTTER - TYPE - SEWAGE &amp; WASTEWATER PUMPS</b>	<b>SECTIONAL VIEW</b>
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**100C43.7-CR -63**



PART#	DESCRIPTION	MAIN MATERIAL / NOTE	RELATED ASTM,AISI CODE	RELATED EN CODE	QTY
1	Power Cable	PVC Sheath AWG 12/4-32ft			1
20	Pump Casing	Cast Iron	A48M Class30B	EN 1561 GJL-200	1
21	Impeller	Cast Iron W/Tungsten Carbide	A48M Class30B	EN 1561 GJL-200	1
22	Suction Cover	High Chrome Cast Iron	A532 Class III TypeA	DIN 1695 G-X260Cr27	1
23	Pump Stand	Steel	A283 Grade D	EN 10025 S275	3
25	Mechanical Seal	Silicon Carbide / H-35			1
26	Oil Seal	NBR / TC58726			2
30	Oil Lifter	PBT Resin W/GF40			1
35	Oil Plug	Stainless Steel	S 30400	1.4301	1
36	Lubricant	Turbine Oil ISO VG32 or SAE 10W-20			
37	Discharge Bend	Cast Iron / 4"ANSI Flange(150PSI)	A48M Class30B	EN 1561 GJL-200	1
46	Air Release Valve	Nylon			1
52A	Upper Bearing	AC-#6304ZZC3			1
52B	Lower Bearing	#6309ZZC3			1
53	Motor Protector				1
54	Shaft	Stainless Steel	S 42000	1.4028	1
55	Rotor				1
56	Stator				1
60	Bearing Housing	Cast Iron	A48M Class25B	EN 1561 GJL-150	1
64	Motor Housing	Cast Iron	A48M Class25B	EN 1561 GJL-150	1
72	Lifting Lug Bolt	Stainless Steel	S 30400	1.4301	2


**TSURUMI PUMP**
**C - SERIES  
SEWAGE & WASTEWATER PUMPS**
**SAMPLE  
SPECIFICATIONS**
**1. SCOPE OF SUPPLY -**

Furnish and install TSURUMI Model \_\_\_\_\_ Submersible Pump(s). Each unit shall be capable of delivering \_\_\_\_\_ GPM (\_\_\_\_\_ m<sup>3</sup>/min) at \_\_\_\_\_ Feet (\_\_\_\_\_ m) TDH. The pump(s) shall be designed to pump waste water, sewage or effluent containing solids without damage during operation. The pump(s) shall be designed so that the shaft power required (BHP)/(kW) shall not exceed the motor rated output throughout the entire operating range of the pump performance curve. Pump unit(s) shall be designed so that cavitation will not occur at open discharge. The pump discharge size shall be \_\_\_\_\_ inch, (\_\_\_\_\_ mm).

**2. MATERIALS OF CONSTRUCTION -**

Construction of major parts of the pumping unit(s) including pump casing, impeller, and discharge elbow shall be manufactured from gray cast iron, ASTM A48 CLASS 35. Unit(s) shall have a field adjustable and or replaceable, high chrome cast iron cutter plate. Internal and external surfaces coming into contact with the pumpage shall be protected by a fused polymer coating. All exposed fasteners shall be stainless steel. All units shall be furnished with a discharge elbow with 150 lb. (10 kg/cm<sup>2</sup>) flat face flange and NPT companion flange. Impellers shall be of the single or two-vane, semi-open, solids handling design equipped with tungsten carbide vane tip and shall be slip fit to the shaft and key driven. The pump casing shall incorporate an air relief valve.

**3. MECHANICAL SEAL -**

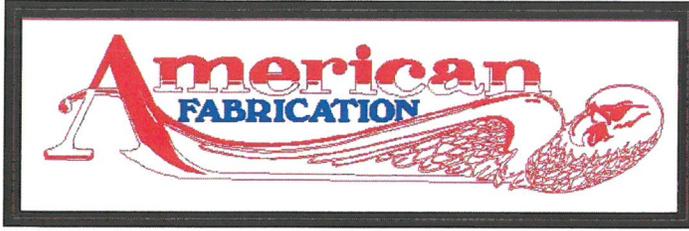
All units shall be furnished with a dual inside mechanical shaft seal located completely out of the pumpage, running in a separate oil filled chamber and further protected by an exclusionary oil seal located between the bottom seal faces and the fluid being pumped. Unit 2 Hp. and above shall be fitted with a device that shall provide positive lubrication of top mechanical seal, (down to one third of the standard oil level). The device shall not consume any additional electrical power. Mechanical seals shall rated to preclude the incursion of water up to 42.6 PSI. (98.4 Ft.). Units shall have silicon carbide mechanical seal faces. Mechanical seal hardware shall be stainless steel. Units designed to exceed 42.6 PSI. at shut off head shall incorporate seal pressure relief ports.

**4. MOTOR -**

The pump motor(s) shall be \_\_\_\_\_ Hp., \_\_\_\_\_ kW., \_\_\_\_\_ V., 60 Hz., \_\_\_\_\_ Phase and shall be NEMA MG-1, Design Type B equivalent. Motor(s) shall be rated at \_\_\_\_\_ full load amps. Motor(s) shall have a 1.15 service factor and shall be rated for 20 starts per hour. Motor(s) shall be air filled, copper wound, class E, B, or F insulated with built in thermal protection for each winding. Motor shaft shall be 420 or 403 stainless steel and shall be supported by two permanently lubricated, high temperature ball bearings, with a B-10 life rating at best efficiency point of 60,000 hours. On units up to 10 Hp. (7.5 kW), the bottom bearing shall be single row, double shielded, C3, deep groove type ball bearings. On units 15 Hp. (11 kW) and above, the bottom bearing shall be two row, double shielded, C3, deep groove type ball bearings. The top bearing on all units shall be single row, double shielded, C3, deep groove type ball bearings. Motor housing and bearing housing shall be gray cast iron, ASTM A48 CLASS 30. Motors shall be D.O.L. or Star-delta start (15 Hp. and above), and shall be suitable for across the line start or variable speed applications, utilizing a properly sized variable frequency drive.

**5. POWER CABLE AND CABLE ENTRANCE -**

The pump power cable shall be suitable for submersible pump applications. Units up to 5 Hp. shall be supplied with a cable entrance that incorporates built in strain relief, a one piece, three way mechanical compression seal with a fatigue reducing cable boot. On units 7.5 Hp. and above, the cable entrance shall incorporate built in strain relief, and combination three way mechanical compression sealing with a fatigue reducing/thermal expansion rubber boot. The power cable shall be field replaceable utilizing standard submersible pump cable. The cable entrance assembly on all units shall contain an anti-wicking block to eliminate water incursion into the motor due To capillary wicking should the power cable be accidentally damaged.



4940 Gilmore Ave.  
 Bakersfield CA, 93308  
 Phone 661-861-8495  
 Toll Free 800-745-3227  
 Fax 661-861-1408

**QUOTATION**

Number of Pages, Including Cover Page: 1

To: David Gomez Company: WM Lyles Address:	Date: 9/3/25 Inquiry No: Terms:
RE: Malaga grating	Tax: 8.25% Delivery:
TEL: FAX: Email:	FOB: Quote <b>Material prices are subject to change at any time.</b> Expires:

PER YOUR REQUEST, WE ARE PLEASED TO PROVIDE THE FOLLOWING QUOTE

Quantity	Description	Amount
2	Triangle grates from 1/4 x 2 bar	\$4,200.00
	Sub Total	\$4,200.00
	Sales tax	\$346.50
	Total	\$4,546.50

Quoted By: Brett Wilkins

**REMARKS**

Thank You,



Item 14.a.1.

County of Fresno

BOARD OF SUPERVISORS

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### Notice of Land Use Hearing

Notice of hearing before the Board of Supervisors of the County of Fresno on **AMENDMENT APPLICATION NO. 3842, CLASSIFIED CONDITIONAL USE PERMIT APPLICATION NO. 3682 and INITIAL STUDY NO. 7879** filed by **PAOLUCCI ANGELO AND ROSANNA DILALLO**.

Note: On July 24, 2025, the Fresno County Planning Commission considered this application, and forwarded its recommendation(s) to approve the application to the Board of Supervisors for final determination.

Notice is hereby given that the Board of Supervisors of the County of Fresno has set this hearing for **Tuesday, the 21st day of October, 2025**, at the hour of **9:30 A.M. (or as soon thereafter as possible)**, in the **Board of Supervisors Chambers, Room 301, Hall of Records, 2281 Tulare St., Fresno, California**, as the time and place for holding a public hearing on the following matter:

**Allow the rezoning of a 3.46-acre parcel, a 0.5-acre parcel, and a 19.65-acre parcel identified as APNs: 316-071-36, 316-071-38, and 316-071-75 totaling 23.6-acres from the existing AL-20 (Limited Agricultural, 20-acre minimum parcel size) Zone District to the M-3 (c) (Heavy Industrial, Conditional) Zone District to allow limited industrial uses; and to consider approval of Conditional Use Permit No. 3682 to amend Conditional Use Permit No. 3406 to allow the expansion of an existing inorganic fertilizer manufacturing facility located on an adjacent 4.12-acre parcel identified as APN: 316-071-37 to be expanded onto the 3.46-acre parcel and 0.5-acre parcel that are being to rezoned. The subject parcels are located on the northwest corner of S. Peach and E. North Avenues, approximately 2,704 feet southeast of the nearest city limits of the City of Fresno (APNs: 316-071-36, 37, 38, 75) (2976 S. Peach Avenue) (Sup. Dist. 4).**

Please see map on Reverse side

For information, contact **Tawanda Mtunga**, Department of Public Works and Planning, 2220 Tulare Street, (Corner of Tulare & "M" Streets, Suite A), Fresno, CA 93721, by telephone at **(559) 600-4256**, or email at [tmtung@fresnocountyca.gov](mailto:tmtung@fresnocountyca.gov).

The full text of this Land Use Hearing will be available on the Fresno County website <https://fresnocounty.legistar.com> under the October 21, 2025, meeting at the Agenda Materials link by Wednesday, October 15, 2025.

**PROGRAM ACCESSIBILITY AND ACCOMMODATIONS:** The Americans with Disabilities Act (ADA) Title II covers the programs, services, activities, and facilities owned or operated by state and local governments like the County of Fresno ("County"). Further, the County promotes equality of opportunity and full participation by all persons, including persons with disabilities. Towards this end, the County works to ensure that it provides meaningful access to people with disabilities to every program, service, benefit, and activity, when viewed in its entirety. Similarly, the County also works to ensure that its operated or owned facilities that are open to the public provide meaningful access to people with disabilities.

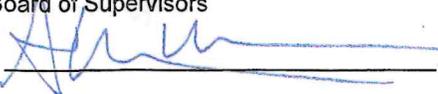
To help ensure this meaningful access, the County will reasonably modify policies/ procedures and provide auxiliary aids/services to persons with disabilities. If, as an attendee or participant at the meeting, you need additional accommodations such as an American Sign Language (ASL) interpreter, an assistive listening device, large print material, electronic materials, Braille materials, or taped materials, please contact the Current Planning staff as soon as possible during office hours at **(559) 600-5473** or at [soybarra@fresnocountyca.gov](mailto:soybarra@fresnocountyca.gov). Reasonable requests made at least 48 hours in advance of the meeting will help to ensure accessibility to this meeting. Later requests will be accommodated to the extent reasonably feasible.

**NOTES:**

- Anyone may testify, please share this notice with your neighbors or anyone you feel may be interested.
- The Board of Supervisors will also accept written testimony such as letters, petitions, and statements. In order to provide adequate review time for the Board of Supervisors, please submit these documents to the Clerk to Board prior to the hearing date.
- If at some later date you challenge the final action on this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

DATED: October 3, 2025

BERNICE E. SEIDEL  
Board of Supervisors

By  Deputy



## **Proof of Service by Mail**

(Code of Civil Procedure § 1013a)

I, Alexandria Vieira, declare as follows:

1. I am over 18 years of age and not a party to the matter connected with this proof of service.
2. I am employed by the County of Fresno in the office of the Clerk of the Board of Supervisors, at 2281 Tulare Street, Room 301, in Fresno, California 93721.
3. On October 3, 2025, I served the attached Notice of Hearing before the Board of Supervisors of the County of Fresno for the AMENDMENT APPLICATION NO. 3842, CLASSIFIED CONDITIONAL USE PERMIT APPLICATION NO. 3682 and INITIAL STUDY NO. 7879.
4. I served the documents by enclosing them in an envelope and placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelopes were addressed and mailed to each of the owners at their addresses, as shown on the current Fresno County Assessment Roll and on the property list compiled from said rolls, as set forth on the attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 3<sup>rd</sup> day of October 3, 2025, in Fresno, California.

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Deputy, Clerk of the Board