

REGULAR BOARD MEETING AGENDA BOARD OF DIRECTORS MEETING MALAGA COUNTY WATER DISTRICT **3580 SOUTH FRANK STREET FRESNO. CALIFORNIA 93725** Tuesday, September 24, 2019 at 6:00PM

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

- Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.
- Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.
- 1. Call to Order:
- 2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.
- 3. Certification: Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.
- 4. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.
 - a. Minutes of the Regular Board Meeting of September 10, 2019.
 - b. Minutes of the Special Board Meeting of September 17, 2019.
 - c. Minutes of the Special Board Meeting of September 18, 2019.

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

Motion by: _____; Second by: _____

5. Old Business:

a. Fresno State Swim Club Agreement. An agreement for a month-to-month rental of the John R. Leyva Pool for swim practice on Monday, Wednesday and Saturday of each week.

Recommended action: to approve the agreement with the Fresno State Swim Club for month-to month use of the John R. Leyva pool.

Motion by: _____; Second by: _____

6. New Business:

a. **Blower Repairs.** Consideration to repair two blowers at the WWTF. Two quotes to repair the blowers is \$5,546.27 each (\$11,092.54 total)

<u>Recommended Action</u>: to approve each quote at \$5,546.27 to repair two blowers at the WWTF.

Motion by: _____; Second by: _____

b. District Office Gate Repair. District staff seeked 3 quotes for gate repairs with only two quotes being submitted to the office. Custom Ornamental Iron provided a quote of \$5,250.00. This quote does not include an electric gate option. R&S Erection Tri-County provided a quote for \$11,935.00 with the electric gate option.

Recommended action: to approve proposal of gate repairs as presented or amended.

Motion by: _____; Second by: _____

c. SPR 8053: Truck Park Development; APN 33008058. District staff observed construction of a truck park facility on North Ave, APN 33008058, that the District was not aware of. A query to Fresno County Public Works and Planning determined that a site plan and operational statement had been submitted for review but the review did not include MCWD.

For discussion and potential action.

7. Recreation Reports: To be submitted at the meeting.

8. Engineer Reports:

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

9. General Manager's Report:

- a. Department reports
- b. Other reports

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

14. Communications:

- a. Written Communications:
 - 1. Sponsorship invitation to the 8th Trailblazers for Prosperity Annual Awards Luncheon scheduled for Wednesday, November 6, 2019 at 11:30a.m.

- 2. A customer expressed her concern regarding homeless arriving to the Malaga area after reading an article published by The Fresno Bee which states that Turning Point is ready to receive up to 37 homeless into their facilities.
- b. Public Comment:
- 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 September 24, 2019 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 09/20/2019.

Norma Melendez

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES BOARD OF DIRECTORS MEETING MALAGA COUNTY WATER DISTRICT 3580 SOUTH FRANK STREET FRESNO, CALIFORNIA 93725 Tuesday, September 10, 2019 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.

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item 4.a

- Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.
- 1. Call to Order: 6:00 p.m.
- Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.
 Late arrival of Director Tovar, Jr. at 6:03 p.m. and of Vice President Cerrillo at 6:46p.m. during the President's Report.
 Also present: Jim Anderson, Norma Melendez and Michael Slater.
- **3. Certification:** Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.
- 4. Old Business: None for this meeting.
- 5. New Business:
 - a. **District Landline Communications.** The District uses AT&T for landline communications. The current cost is about \$2325/month (\$1150/month for the District Office, \$700/month for the Rec Center, and about \$475/month for the WWTF). PC Solutions has developed a proposal to convert to PC Solutions VoIP Business Phones, a bundled package for the same services, at a total cost of about \$450/month. The proposal also includes leased hardware for new phones. There is a one-time configuration and installation cost of \$840 that is non-recurring.

<u>Recommended action:</u> To convert landline communications from AT&T to PC Solutions VoIP Business Phones.

Motion by Director Cerrillo, Jr.; Second by Director Castaneda and by a 4-0 vote to convert landline communications from AT&T to PC Solutions VoIP Business Phones on the stipulation on the addition of a secondary emergency back-up line.

6. Recreation Reports: To be submitted at the meeting.

None for this meeting.

7. Engineer Reports:

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

8. General Manager's Report:

- a. Town Hall Meeting 12 September at 6pm
- b. Phased Metered Rates
- c. Department reports
- d. Other reports

9. President's Report:

President Garabedian, Jr. met with the GM and Claude Saiz from CSJ Construction at the Fresno County office regarding the addendum for the mechanical unit for the Malaga Park Restroom project. The President also let the board of directors know that the ACWA conference will be in December.

10. Vice President's Report:

Vice President gave an update on the car show that is scheduled for Fiesta Day. Car clubs from Los Angeles may participate at the car show. He has also been distributing Fiesta Day flyers on the weekends.

11. Director's Reports:

Director Castaneda gave a short report on the recreation bingo of September 4 and updates of Fiesta Day activities.

12. Legal Counsel Report: Reserved for Closed Session.

13. Communications:

- a. Written Communications:
- b. Public Comment:
- **14. Consent Agenda.** The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.
 - a. Minutes of the Regular Board Meeting of 27 August 2019.
 - b. Minutes of the Special Board Meeting of 3 September 2019
 - c. Bill Payables and Financial 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.

15. Closed Session: 6:58 p.m.

a. Pending Litigation (Gov't Code Section54956.9) Malaga v. CVRWQCB. **No reportable action.**

16. Adjournment:

Motion by Vice President Cerrillo, Second by Director Tovar, Jr. and by a 5-0 vote to adjourn the meeting at 7:08 p.m.





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- Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.
- 1. Call to Order: 6:25 p.m.
- 2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr. All present.

Also Present: Michael Slater.

- **3. Certification:** Certification was made that the Board Meeting Agenda was posted 24 hours in advance of the meeting.
- 4. New Business: None for this meeting.
- 5. Old Business: None for this meeting.
- 6. Communications:
 - a. Written Communications:
 - b. Public Comment:

7. Closed Session:

- a. Personnel Appointment: General Manager (Government Code Section 54957). Hiring interviews.
 No reportable action.
- 8. Adjournment:

Motion by Director Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 8:20p.m.





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- Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.
- 1. Call to Order: 6:07 p.m.
- 2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr. All present. Also present: Michael Slater
- **3. Certification:** Certification was made that the Board Meeting Agenda was posted 24 hours in advance of the meeting.
- 4. New Business: None for this meeting.
- 5. Old Business: None for this meeting.
- 6. Communications:
 - a. Written Communications:
 - b. Public Comment:

7. Closed Session: 6:09p.m.

- a. Personnel Appointment: General Manager (Government Code Section 54957). Hiring interviews.
 No reportable action.
- 8. Adjournment:

Motion by Vice President Cerrillo, Second by Director Cerrillo and by a 5-0 vote to adjourn the meeting at 8:00 p.m.



RENTAL AGREEMENT BETWEEN

MALAGA COUNTY WATER DISTRICT, MALAGA COMMINITY PARK AND FRESNO STATE SWIM CLUB

Date September 18, 2019 Malaga County Water District, hereinafter referred to as "District" and FRESNO STATE SWIM CLUB and Brian Cotham, hereinafter referred to as "Contractor", agree to the following terms and conditions for the operation of the FRESNO STATE SWIM CLUB, hereinafter referred to as the "FRESNO STATE SWIM CLUB."

Section 1. Leasehold Premises.

The District hereby leases to Contractor, Contractor hereby hires and takes of, from the District, those certain premises located in the Malaga Community Park (John R. Leyva Pool) 3682 S. Winery Ave, County of Fresno, and State of California, as an exclusive contract to operate the FRESNO STATE SWIM CLUB, but the District reserves the right to lease, rent or use the facility by other groups as approved for community or private activities in the Malaga Community Center.

Section 2. Term.

The lease shall be month to month and may be cancelled by either party upon receipt of thirty (30) days written notice.

Section 3. Consideration.

Contractor agrees to pay the District the sum of \$100 hundred dollars (\$100.00) for the first month's rent, and the sum of two hundred dollars (\$200.00) per month for rent of the facility after the first month, **due and payable on the 1st day of each month**. First Payment shall therefore be one hundred dollars (\$100.00) for the month of September 2019. The rate of \$200 per month will begin in October 1, 2019.

Delinquent payments paid three days after the due date, shall bear a late charge of one and one-half percent (1.5%) per month or portion thereof that the payment is delinquent.

Section 4. Use of Premises.

The Contractor may use the premises to operate as sports swim lessons and swim practice. Hours of operation shall be **Monday 6am to 8am, Wednesday 6am to 8am and Saturday 12noon to 4pm**. Hours may be changed, subject to the District's approval, with written notice provided 30 days in advance of the requested change, by the Contractor or **Holidays observed by the District**.

The Contractor agrees to provide and pay for their own telephone service, marketing and equipment.

The Contractor agrees to maintain cleanliness of the Facility and its surrounding area, to be free from trash and debris, and to be swept and sanitized clean daily use.

The Contractor agrees that the District will not provide any lifeguards and that Contractor is responsible for providing its own lifeguards and is responsible for the supervision and safety of all persons (club members, licensees or invitees) using the Leasehold Premises as described in the Agreement.

Section 5. Nuisance or Unlawful Use.

The Contractor shall not to commit, or allow others to commit, any waste on the premises, or nuisance, nor shall it use or allow the premises to be used in violation of Federal, State, County and/or Laws, ordinances or regulations.

The Contractor, at their sole expense, shall promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, or national, state or local government, which may in any way apply to the use, maintenance or occupation or operations on the premises, provided that such compliance does not prevent the above reasonable use of the premises, and if so, this Agreement, at the option of the Contractor, shall terminate without any further liability or obligation by either party.

Section 6. Holdover and Surrender.

The Contractor shall, at the termination of this Lease, vacate the demised premises in as good a condition as they were at the time of entry thereon by Contractor, except for the reasonable use and wear thereof, acts of God, or damage by casualty beyond the control of Contractor. Upon vacation, the Contractor shall leave the premises free and clear of all rubbish and debris.

Section 7. Fixtures and Improvements.

The Contractor shall not remove leasehold improvement, during or at the expiration or other termination of the term of this Agreement, or any extension or holdover period therefor, but may remove fixtures, equipment and other personal property placed or installed in or upon the demised premises by Contractor or under its authority. Any damage resulting from removal in other than a good workmanlike manner shall be repaired by Contractor.

The Contractor agrees that, except for reasonable repairs and minor improvements, it will not allow the premises to be altered without having first obtained the written consent of the District for such proposed alteration.

The Contractor will not construct or place or permit to be constructed or placed sign, awnings, marquees, or other structures projecting from the exterior of the premises without District's prior written consent. The Contractor further agrees to remove signs, displays, advertisements or decorations it has placed or permitted to be placed, on the premises; which in the District's opinion are offensive or otherwise objectionable. If the Contractors fails to remove such signs, displays, advertisements or decorations within thirty (30) days after having received written notice to remove the same from the District, the District may re-enter the premises and remove them at the Contractor's expense.

Section 8. Inspection and Maintenance.

The Contractor shall keep in a good repair and maintain at the Contractor's expense the demised premises including any improvement thereon.

The District reserves the right to enter and inspect the premises at any time.

If the Contractor fails, neglects, or refuses to commence the repair or maintenance work required herein thirty (30) days after written notice has been served by the District, or if the Contractor fails, neglects or refuses to pursue the repair or the maintenance work with reasonable diligence to completion, the District may, at its sole option, perform or cause to be performed such repair or maintenance work and add reasonable costs thereof to the installments of rent next due, as a charge, to the District.

The District shall provide the Contractor with reasonable prior notice of the District's intent to make such inspection and/or repairs in such a way as to minimize or eliminate if possible, any disruption to the Contractor.

Section 9. Indemnification.

The Contractor hereby agrees to save and hold Owner, its officers, agents, and employees free and Harmless from any and all liability, cost or damages, including attorney's fees arising out of any act or omission to act, including any negligent act or omission to act, by the contractor, its officers, agents, or employees arising out of or in any way connected with the Contractor use or occupancy of the demised premises.

Section 10. Insurance.

The Contractor shall procure and maintain in force during the term of this Agreement, and any extension thereof, at its expense, general public liability insurance to protect against liability for damages through public use or arising out of accidents occurring in or around the demised premises, in a minimum amount for bodily injury of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate, and in minimum amount for property damage of \$100,000 for each occurrence or in such added amounts as may be reasonably determined from time to time by the District.

The Contractor agrees to procure and maintain in force during the term of this Lease as its own expense, fire and extended coverage insurance to protect against whole or partial destruction of the premises by any casualty in the amount of replacement value of the premises as determined annually.

The insurance policies described in this Section shall name the District as an additional named insured. Contractor(s) shall require the insurer to notify Owner in writing at least thirty (30) days prior to cancellation, modification or refusal to renew any such policy. If such insurance policies are not kept in force during the entire term of this Lease, the District may procure the necessary insurance, pay the premium thereof and the total cost of such insurance shall be paid to the District as an additional rent installment for the month following the date on which such premiums are paid.

The Contractor shall investigate and pay or submit to their insurance carrier in a timely manner, all claims for damage to structures, personal injury and property damages.

Section 11. Assignment.

This Lease shall not be assignable or sublet by the Contractor without the written consent of the District which may be withheld in the District's absolute discretion.

Section 12. Attorney's Fees.

The prevailing party shall recover reasonable attorney's fees in the event litigation is necessary to enforce the provisions of this Lease and Agreement.

Section 13. Warranties.

Any of the items required to be maintained and repaired by the Contractor under the provisions herein are protected by warrantied or guarantees. The Contractor shall be entitled to the full benefit of such protection as if it were the original purchaser thereof.

Section 14. Notices.

Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. The District's and the Contractor addresses for this purpose shall be:

Owner: Malaga County Water District 3580 S. Frank St. Fresno, CA 93725 (559)485-7353 Contractor: FRESNO STATE SWIM CLUB 5150 N. Maple Ave. M/S JA111 Joyal Adm. Building RM 161 Fresno, CA 93740 (559) 278-2111 office

Section 15. Waiver.

The District's waiver or breach of any terms, covenant or condition of this Lease is not a waiver or breach of others nor subsequent breach of that waiver. The Contractor's acceptance of rent installments after breach except to the extent that such installments or installments accepted.

Section 16. Time of Essence.

Time is of the essence herein.

THE PARTIES HAVE CAUSED THIS LEASE AND AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

Owner:

Contractor:

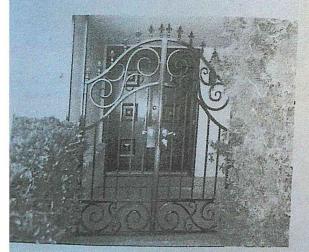
James D. Anderson-General Manager Malaga County Water District FRESNO STATE SWIM CLUB and Brian Cotham

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Custom Ornamental Iron and Mobile Services licenced and insured	item 6.b Date: 8_ 20_ Job Estimate/
2629 Sunnyside ave. Clovis Ca. 93611 (559)824-7195	
Customer Information	
MALAGA COUNTY	
Description	Amount
Description 15 F. CATE + 25 F. IR	on \$
Description	on \$

Total:\$ 5,250



Thank you for your Business



R & S ERECTION TRI-COUNTY, INC. FRESNO DIVISION CONT. LIC. NO.. 361659 C/O 5265 Jerusalem Ct. Modesto, California 95356 Ph: (559) 347-9670 Fax: (209) 526-9114 1 (800) FIX A DOOR (349-2366)



Customer Info	Job Info
Malara County Water Dist	Nologo County District Office
Malaga County water Dist	Malaga County District Office
Malaga County Water Dist 3749 S. Maple Ave.	Re: Estimate to Repair Wrought Iron Fence
- · ·	

Attn: Lori Cortez

Date	Offer No	Submitted By	Reference				
9/13/2019	186750	Jason Diers	Fencing repair a	nd gate automation			
Description					Amounts		
Gate and fenc	e replacement				\$6,305.00		
R&S proposes	R&S proposes the following:						
-The replacem -R&S will fabri -New gate and -R&S will also -Existing dama -New gate will							
Painting of ga	te and fence panels b	y others.					
Gate operator	install				\$5,630.00		
R&S proposes	the following:						
-R&S will pour -Safeties will i	-The installation of a new gate operator to automate new slide gate at time of gate installation. -R&S will pour a new concrete pad, and install a new Liftmaster RSL12v slide gate operator. -Safeties will include safety edges on the front, rear, and outside posts, and a retro reflective photo eye for the driveway. -Access will be controlled by remotes, with the possibility of adding smart phone accessibility in the future.						
This gate oper	ator is not in stock a	nd will need to be ordered.					
Remotes are a	n additional \$35 eac	h.					
Date	Payment Terr	ns	Acceptance Terms	Valid Thru	Total Amount		
9/13/2019	Net 30 Days		90 Days	12/12/2019	\$11,935.00		
Submitted By			Phone No	Email			
Jason Diers , Sales (209) 652-8047 Jasond@rstricounty.co					y.com		
Terms & Condi	Terms & Conditions						
Bid based on n	1 year parts and labor warranty on new, installed, products. Bid based on normal working hours of 8am-4:30pm Monday through Friday. If you would like to proceed with the work stated above, please sign and return offer.						
Signature							

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S TRI COUNTY INC. THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE DESIRED WORK.

"NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less that fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full claims of all persons furnishing labor, services, equipment for the work described in said contract.

IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 958261) CUSTOMER at its own expense, shall guarantee that the wall construction around openings is suitable for hanging all closures, door seals, and accessories, and that there are proper clearances for their erection. CUSTOMER, at its own expense, shall further guarantee that the openings into which closures or around which door seals are to be installed are complete, unobstructed, and available to employees of R & S or any subcontractor of R & S without delay or interruption of their work. At its own expense, shall restore that which was damaged or removed to provide access.

2) R & S will not prepare or furnish the opening, sills, jambs, lintels, structural members to which closures or door seals or accessories are to be attached, or glass or glazing, or, when motor operators are part of the products furnished, any wire, wiring, fuses, or conduits, or any auxiliary steel work for carrying, supporting, or attaching power units. All electrical is the responsibility of customer. R & S is not responsible for errors in the plans, specs or drawings prepared by others. Damages caused by others during or after installation are not the responsibility of R & S.

3) If permits are required, customer shall obtain them at Customer's own expense.

4) Prices quoted for services are based upon performing work during normal straight-time hours. If services are performed at any other time, CUSTOMER agrees to pay R & S the overtime rate of all premium pay and other additional costs incurred by R & S or R&S's subcontractor(s). Additional work or changes in the work will be done at a price agreed upon prior to their start.

5) Until the agreed price (and any interest due thereon) for any and all products sold hereunder have been paid in full by CUSTOMER, R & S reserves a security interest in each and all of said products, and in the proceeds of said products, (Collateral), for the price thereof and all allowances under the terms hereof. CUSTOMER agrees that this Collateral and CUSTOMER'S acceptance of the Contract or order to R & S based on this Contract and R&S's acceptance of said order, if any, shall constitute a security agreement evidencing such security interest and CUSTOMER by accepting this OFFER or by placing an order based on this Contract appoints R & S as CUSTOMER'S attorney in fact to execute any and all documents necessary to perfect this security interest. Customer grants R&S a security interest in the Collateral to secure payment by CUSTOMER.

6) R&S shall not be liable for any loss or damage due to delays caused by the manufacturer, distributor, shipper, owner, or by fire, strikes, weather, or any other cause beyond R&S's control.

7) Title to the products and the risk of loss of all products shall pass to Customer when they are delivered to Customer, to the jobsite, or a common carrier for transportation to the specified destination.

8) Under no circumstances shall there be any allowance for or reimbursement to customer for repairs or alterations made by anyone other than R & S except and unless previously authorized in writing by R & S.

9) No warranties shall apply if R & S was not paid in full for all of the work it performed. Any obligation of R & S under any warranty, express or implied, is conditioned upon R & S receiving written notice from Customer of any claimed breach promptly after its discovery, and in any event within 90 days for parts and one year for labor from the date of performance by R & S, and does not include consequential damages and is limited to the repair or replacement, without charge, of any item or part which upon inspection by R & S proves not to have been as warranted when shipped, or if erected by R & S, when erected. If a claim of breach of warranty proves unfounded, the expense of the inspection and repair performed by R & S shall be borne by CUSTOMER. By hiring R & S, and nowithstanding any provision to the contrary, whether contained in the subcontract or in the contract between the general contractor and the owner, or in any other document, you expressly agree that R&S's obligation to indemnify shall be limited to only the reasonable cost to repair or replace R&S's defective work, and does not include any other damages of any kind whatsoever.

10) In the event that collection efforts are initiated against Customer, Customer agrees to pay for all associated costs of collection including collection agency fees, legal fees, expert fees, and other costs. If any check tendered by Customer does not clear the bank for Insufficient funds, Customer can be held liable for three times the amount of the check, in no case more than \$1,500, nor less than \$100, plus the face value of the check, or the maximum amount allowed by law as set forth in California Civil Code Section 1719. These remedies are in addition to any other right or remedy that R & S may have.

11) Customer agrees that if customer has a dispute or a problem with R&S's work performed under this contract, Customer will notify R & S in writing of the exact nature of the problem or dispute. Customer will give R & S a reasonable opportunity to correct the problem or dispute, before hiring another to correct it or before filing a claim or lawsuit against R & S. Customer's failure to give written notice relieves R&S of all responsibility and liability to customer.

12) No action of any kind arising from or related to this contract or the performance thereof may be commenced by Customer against R & S more than two years after completion or cessation of work under this Contract.

13) No oral or prior written offers, promises, agreements, or understanding relating to the subject matter of this contract shall be binding upon R & S. No person shall depart from the Terms and Conditions herein unless authorized in writing by R & S.

14) CUSTOMER agrees, that if R & S must employ the services of an attorney to collect the amount due to R & S under this agreement, or if legal action, arbitration or mediation be instituted to enforce any term, condition or covenant set forth herein, then the prevailing party shall be entitled to recover all costs and attorneys fees actually incurred in addition to any other damages awarded. CUSTOMER agrees that the California Court located nearest to the address of R & S as set forth on the face of the Contract shall have jurisdiction over the subject matter of the contract and shall be the proper Court for bringing any such legal action and CUSTOMER agrees to be bound by the decision of such California Court which shall interpret the provisions of the contract according to California aw.

15) In case one or more of the provisions of this Agreement shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be impaired thereby.

16) A failure by Customer to make payment when due is a material breach of this agreement.





Operator location

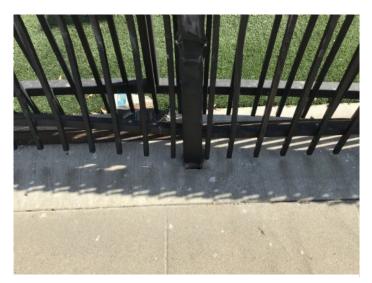
VIEW

Gate and fence to be replaced

RSL12UL **12VDC RESIDENTIAL/LIGHT** COMMERCIAL SLIDE GATE OPERATOR



VIEW



Post to be cut off and new one surface mou...

VIEW



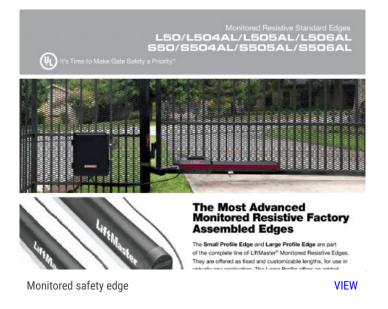
Post to be cut off and new one surface mou...

VIEW



Pickets to be added to this fence panel

VIEW





Retro reflective photo eye

VIEW



V-groove

VIEW

item 6.c.

County of Fresno Department of Public Works and Planning Development Services Division Site Plan Review

Application Processing Routing Work Sheet

Date: 08/14/17

S.P.R. No: 8053

Please Comment and Return by: 08/28/2017

(Note: If this Department does not receive comments from you by the due date, we will assume you have none.)

EHD:	Fire Dept:	Dev Engineering	RM&O:	SJVAPCD:
FID:	SWRCB:	RWQCB: FMFCD:		

Applicant: Site Location: Proposed Use:	Art Lancaster 3037 S Minnewawa Ave. A Semi-truck facility and base of operations
Related Applications: Zoning District:	AA 3782, AA3819 M-3(c) (Heavy Industrial- Conditional)
A.P.N:	331-080-58
Section:	29
Township:	14 South
Range:	21 East

Sphere of Influence : None

Fire Department: Fresno County Fire		
Utilities Available: Water Yes X/No Agency: Individual Well	Sewer	Yes / No
F.M.F.C.D.: Inside:	Distric	ot: CS
Flood Prone Area: Yes Zone: X AREA OF MINIMAL FLOOD HAZARD		
School District: Fowler Unified State Center CC trustee Area 3		

If you have any questions or require any further assistance please feel free to contact Hector Luna at (559) 600-4216 or email @ <u>hluna@co.fresno.ca.us</u>

		Date	Received: 7/12/2017	
COTA	Freeze County Department of	L	1112/2011	SPR 8053
AT AN	Fresno County Department of	Public	works and Planning	
(Fr Change	MAILING ADDRESS:		LOCATION:	(Application No.)
P-D-	Department of Public Works and Planning		Southwest corner of Tulare & "M	" Streets, Suite A
1830	Development Services Division 2220 Tulare St., 6 th Floor		Street Level Fresno Phone: (559) 600-4497	
FRES	Fresno, Ca. 93721		Toll Free: 1-800-742-1011	Ext. 0-4497
ADDI ICATION FOD			DESCRIPTION OF PROPOSED USI	
APPLICATION FOR:			ALLOW A SEMI-TRUCK FACILITY AN	
	Director Review and Appro		OPERATIONS FOR THE B&B TRANS	
Amendment Application		Ival	COMPANY.	
Amendment to Text	for 2 nd Residence			
Conditional Use Permit	Determination of Merger			
Variance (Class)/Min	or Variance Agreements			
Site Plan Review/Occup	ancy Permit ALCC/RLCC			
No Shoot/Dog Leash Lav	w Boundary 🛛 Other			
General Plan Amendme	nt/Specific Plan/SP Amendment)			
Time Extension for			L	
CEQA DOCUMENTATION:	🗌 Initial Study 🗌 PER 🖾 N/A			
	OR PRINT IN BLACK INK. Answer all question			orms, statements,
and deeds as specified on	the Pre-Application Review. Attach Copy of	of Deed, i	including Legal Description.	
LOCATION OF PROPERTY:	side of			
	between	and	ł	
	Street address: <u>3037 S Minnewawa Ave</u> ,	Fresno, (CA 93725	
APN:			Section(s)-Twp/Rg: S_29T	14 S/R 21 F
ADDITIONAL APN(s):				
1. alle	(signature), declare that	I am the	owner, or authorized representati	ve of the owner, of
the above described prop	erty and that the application and attached			
knowledge. The foregoing	declaration is made under penalty of perju	ury.		
Gurpreet Sigh	1796 North Dewolf Ave	Clovis	93619	
Owner (Print or Type)	Address	City	y Zip 93722	Phone 559-385-7833
RookSpire Incorporated	4644 W Jennifer, Ste 104 Address	Fresno		Phone 259-385-7855
Applicant (Print or Type) Art Lancaster	4644 W Jennifer, Ste 104	Fresno	93722	559-385-7833
Representative (Print or Type)	Address	City		Phone
CONTACT EMAIL:				
	ONLY (PRINT FORM ON GREEN PAPER)		UTILITIES AVAIL	<u>ABLE:</u>
Application Type / No.: S		12,500	WATER: Yes 🔀/ No	
Application Type / No.:	Fee: \$			
Application Type / No.:	Fee: \$ Fee: \$		Agency: <u>WELC</u>	
Application Type / No.: PER/Initial Study No.:	Fee: \$		SEWER: Yes 🗌 / No 🔀	
Ag Department Review:	Fee: \$			
Health Department Review		1,818	Agency:	
Received By: RT	Invoice No.: TOTAL: \$	14,124		
				-
STAFF DETERMINATION	N: This permit is sought under Ordinance Se	ection:	Sect-Twp/Rg: T	S /R E
			APN #	
Related Application(s):	AA 3745 AA 3819, A 3782		APN #	
Zone District: M-3			APN #	
Parcel Size: 16.95 acr	······································		APN #	
	Handouts\ApplicationF-8Rvsd-20150601.docm			
e. ((PRINT FORM ON	I GREEN	PAPER)	

CITY OF FRESNO DEVELOPMENT AND RESOURCE MANAGEMENT DEPARTMENT

Property:Client:B2B Holdings, LLCMr. Gurpreet Singh3037 S. MinnewawaB&B Transport Inc.Fresno, California 937251796 North Dewolf Ave.APN: 331-080-58Clovis, Ca. 93619Operational Statement: B&B Transport, Inc

This Commercial Truck Parking Facility is being submitted by Art Lancaster of RookSpire Incorporated on behalf of Mr. Gurpreet Singh and pertains to 16.95± acres of property located on North Avenue and South Minnewawa Avenue of Fresno County. The Current Title Report lists the property as AL-20 but I have documentation that shows it has been Rezoned to M-3, Heavy Industrial.

Mr. Singh (B&B transport) is planning on using this facility, when improved, as a Semi-Trucking facility and base of operations for his company. All trucks using this property will be of the company use. The company is in the business of long haul delivery.

The construction of the facility will be phased. The phasing of this site will be determined by final bidding and budgets. All phasing will be coordinated with the County of Fresno appropriate departments to ensure all codes are followed. At this time, we are submitting a complete Site Plan for overall review.

In addition, the overall parking facility, the site will also have two office buildings for the administrative purposes associated with the trucking operation. One 5,000 square foot building will be built now and a second matching office building soon afterwards. There will be two enclosed maintenance buildings with one more open canopy for light maintenance and cleaning. The project will also include above ground Fuel storage tanks and gas pumps for use only by the company vehicles and not open to the public.

Due to the distance travelled by the trucks, the facility can be accessed by the truckers 24 hours a day. The site access gates will be locked after 5:00pm daily and opened by 6:00am the following morning. Afterhours access will be by Key or combination lock opened by the drivers with approved county fire lock in addition too.

Project Representative:

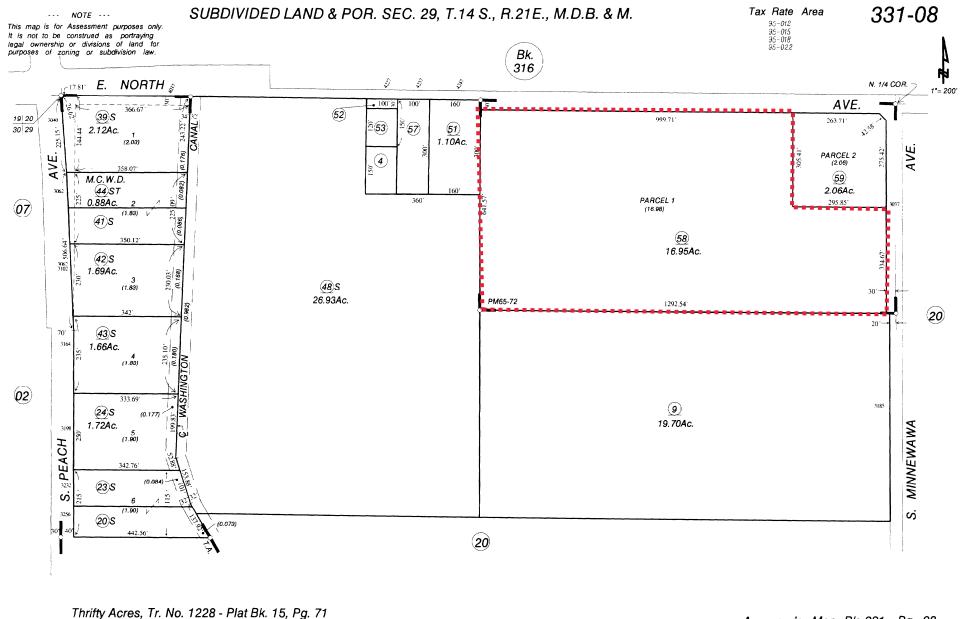
Art Lancaster RookSpire Incorporated 4644 W. Jennifer, Suite 104 Fresno, California 93722 559-385-7833 rookspire1@gmail.com

EMPLOYEE AND VEHICLE STATEMENT FOR SITE PLAN REVIEW

TOTAL NUMBER PRESENTLY EMPLOYED	10
NUMBER OF EMPLOYEES TO BE ADDED	26
NUMBER OF SALESPERSONS	
TOTAL NUMBER OF TRUCKS AND/OR OTHER COMPANY VEHICLES PRESENTLY USED	100
NUMBER OF TRUCKS AND/OR COMPANY VEHICLES TO BE ADDED	20

SIGNATURE OF OWNER

SIGNATURE OF AUTHORIZED REPRESENTATIVE AND TITLE OF INDIVIDUAL

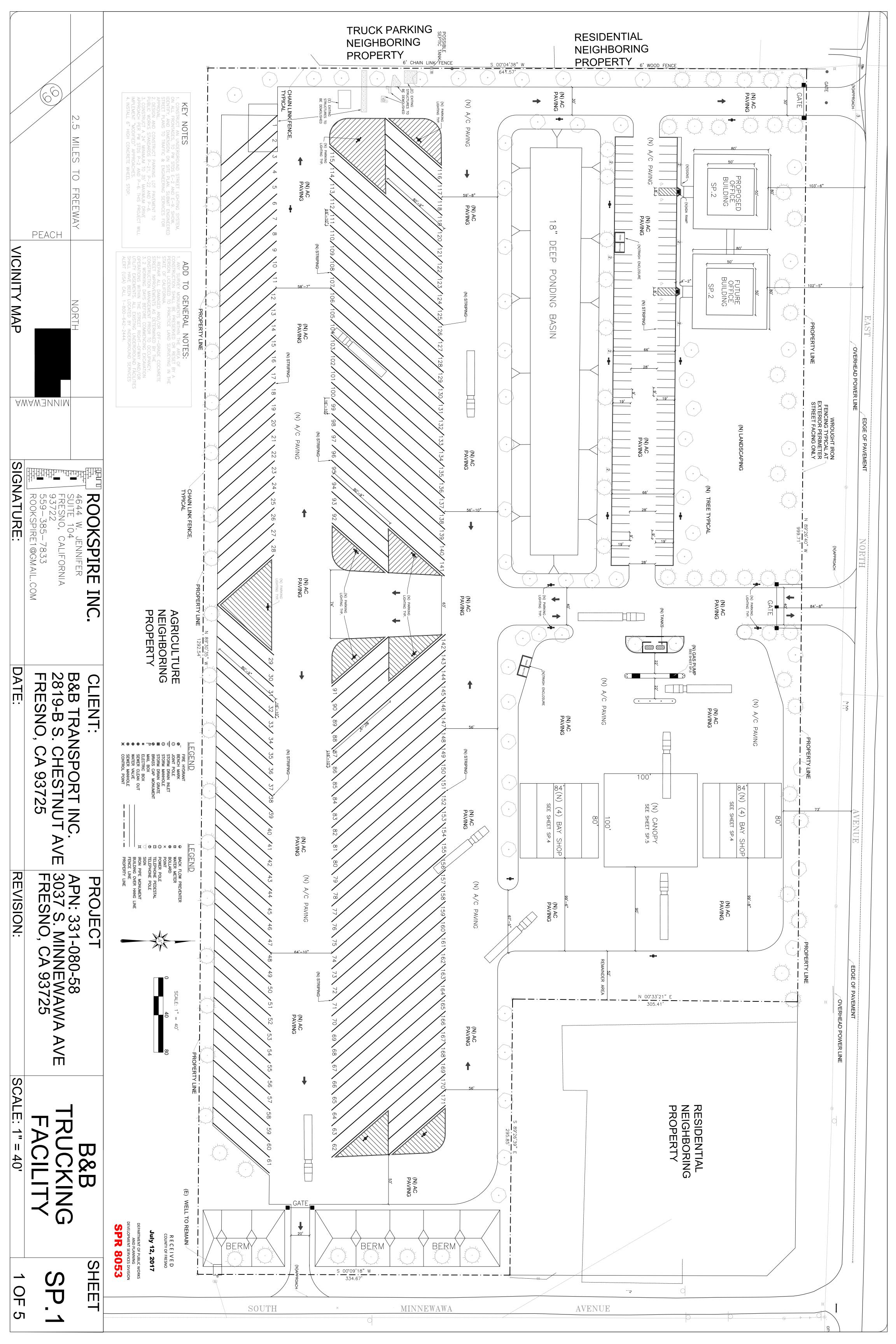


Parcel Map No. 7958 - Bk. 65, Pg. 72

Assessor's Map Bk. 331 - Pg. 08 County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses. Assessor's Parcel Numbers Shown in Circles. of Fresno,

09-29-2009





SCALE:

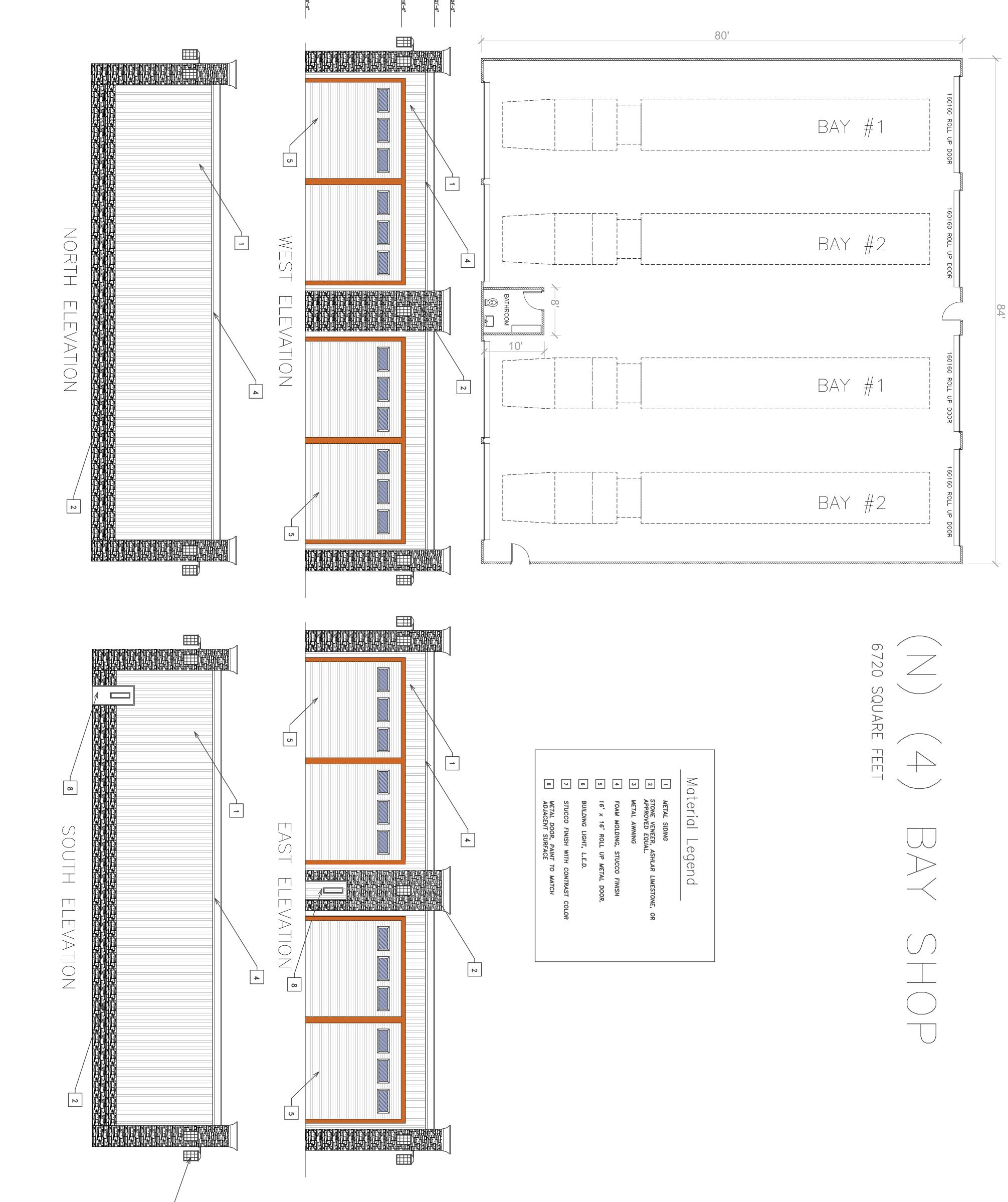
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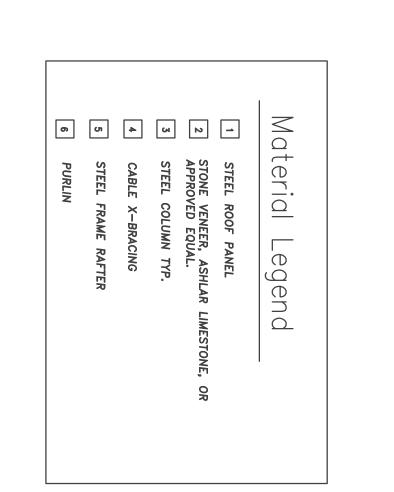
July 12, 2017 DEPARTMENT OF PUBLIC WORKS AND PLANNING DEVELOPMENT SERVICES DIVISION SPR 8053

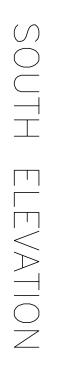
R E C E I V E D COUNTY OF FRESNO

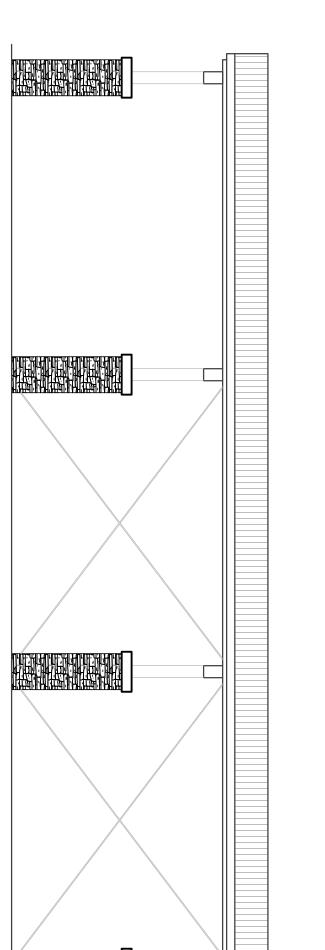
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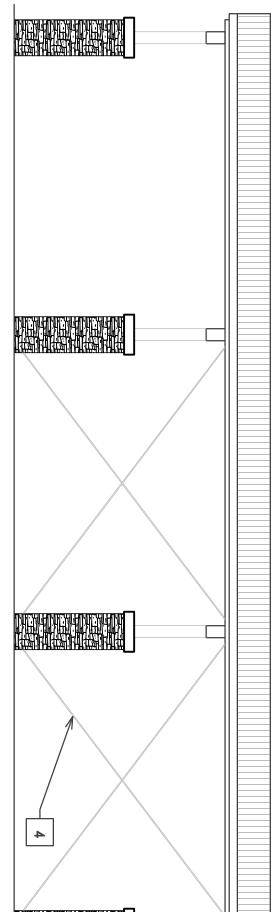


SignatureRookspire Inc.4644 W. JENNIFER501 F501 F <th>CLIENT: B&B TRANSPORT INC. 2819-B S. CHESTNUT AVE FRESNO, CA 93725</th> <th>PROJECT APN: 331-080-58 3037 S. MINNEWAWA AVE FRESNO, CA 93725</th> <th>B & B TRUCKING FACILITY</th>	CLIENT: B&B TRANSPORT INC. 2819-B S. CHESTNUT AVE FRESNO, CA 93725	PROJECT APN: 331-080-58 3037 S. MINNEWAWA AVE FRESNO, CA 93725	B & B TRUCKING FACILITY
SIGNATURE:	DATE:	REVISION:	SCALE:





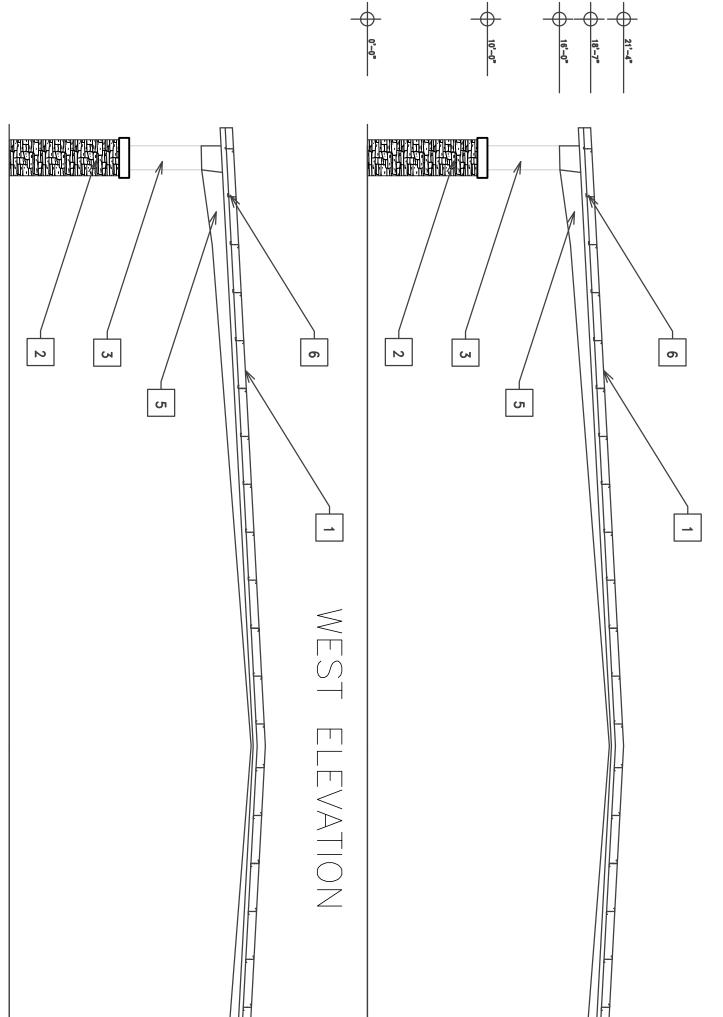


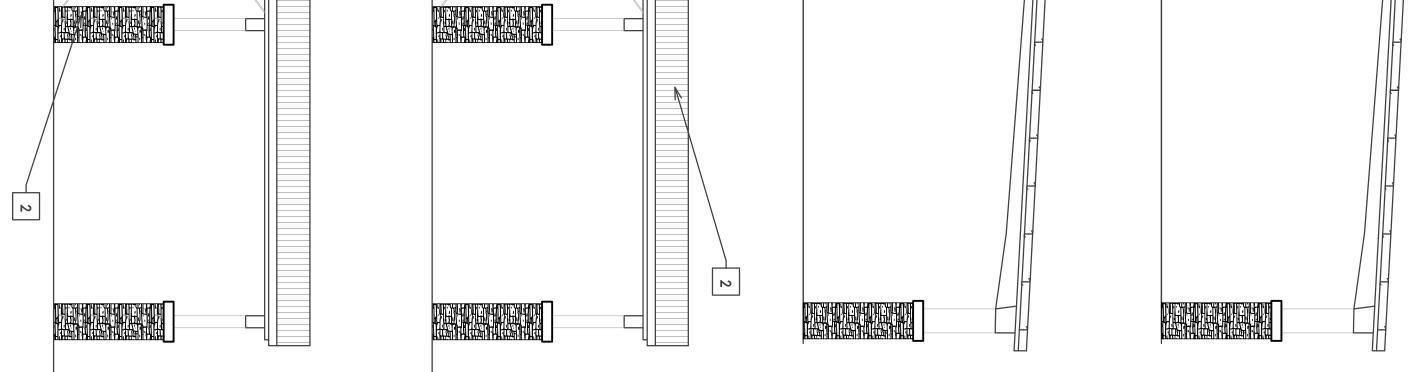


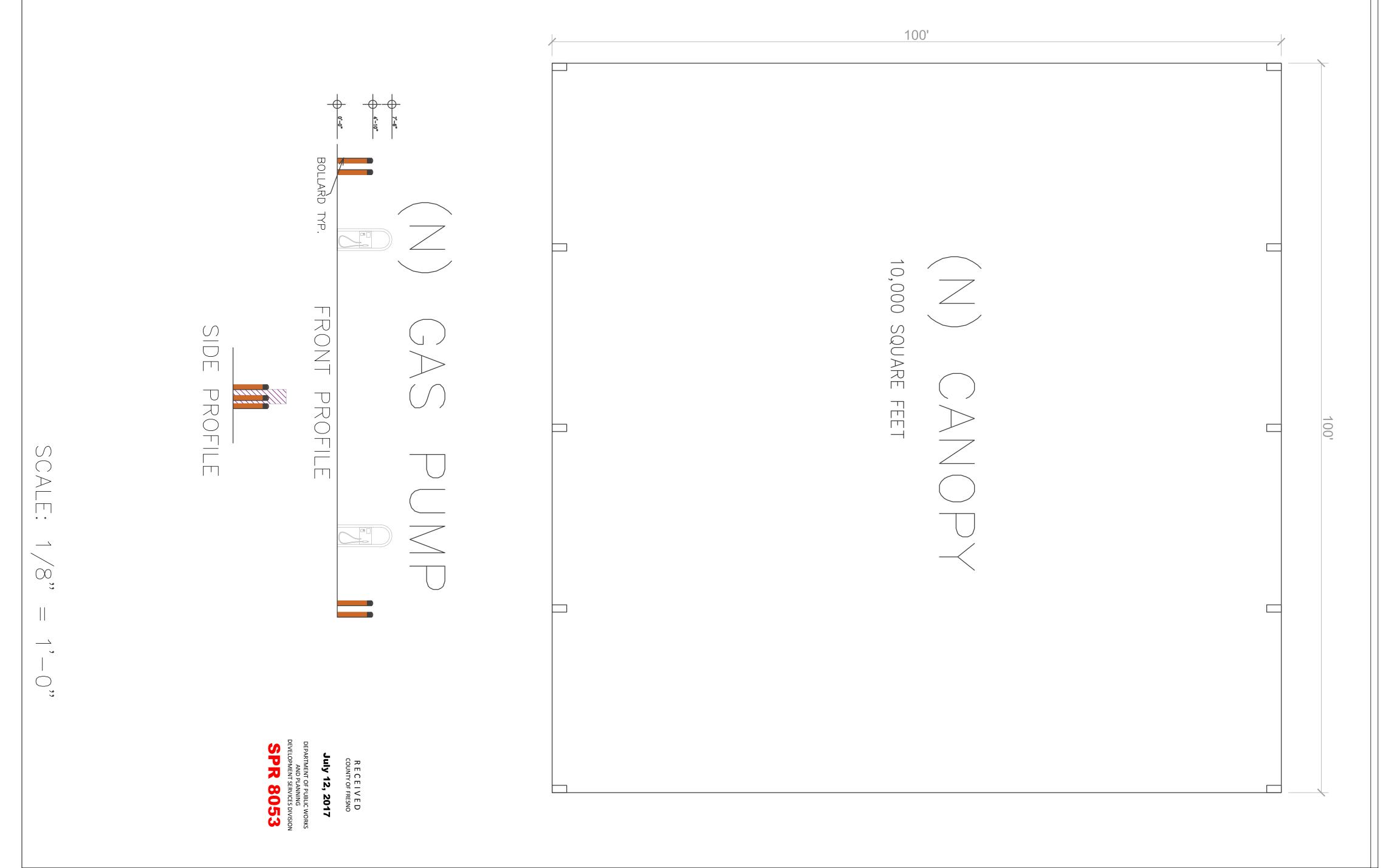
NORTH

ELEVATION

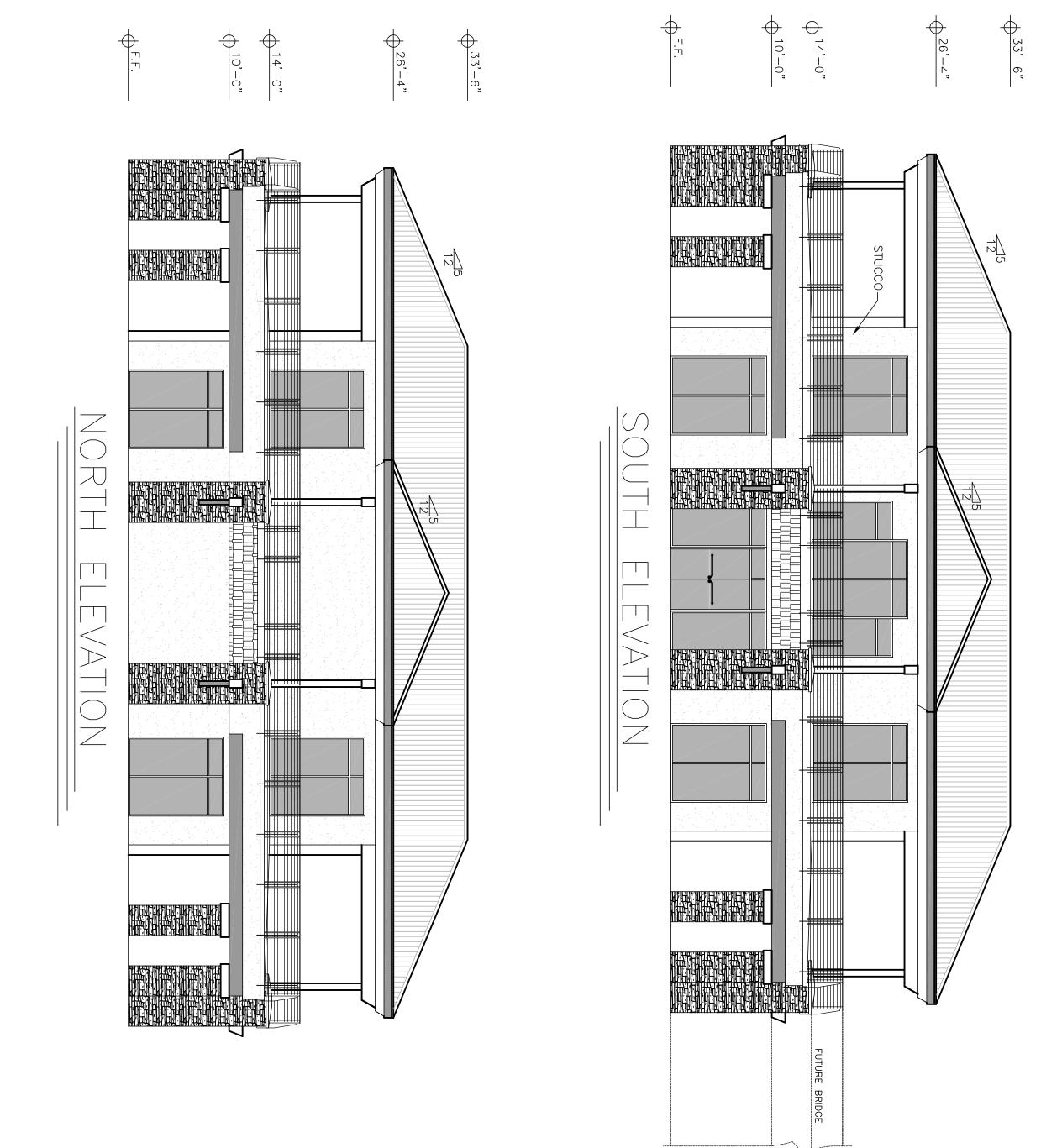
EAST ELEVATION

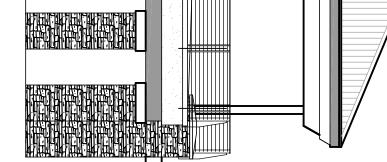


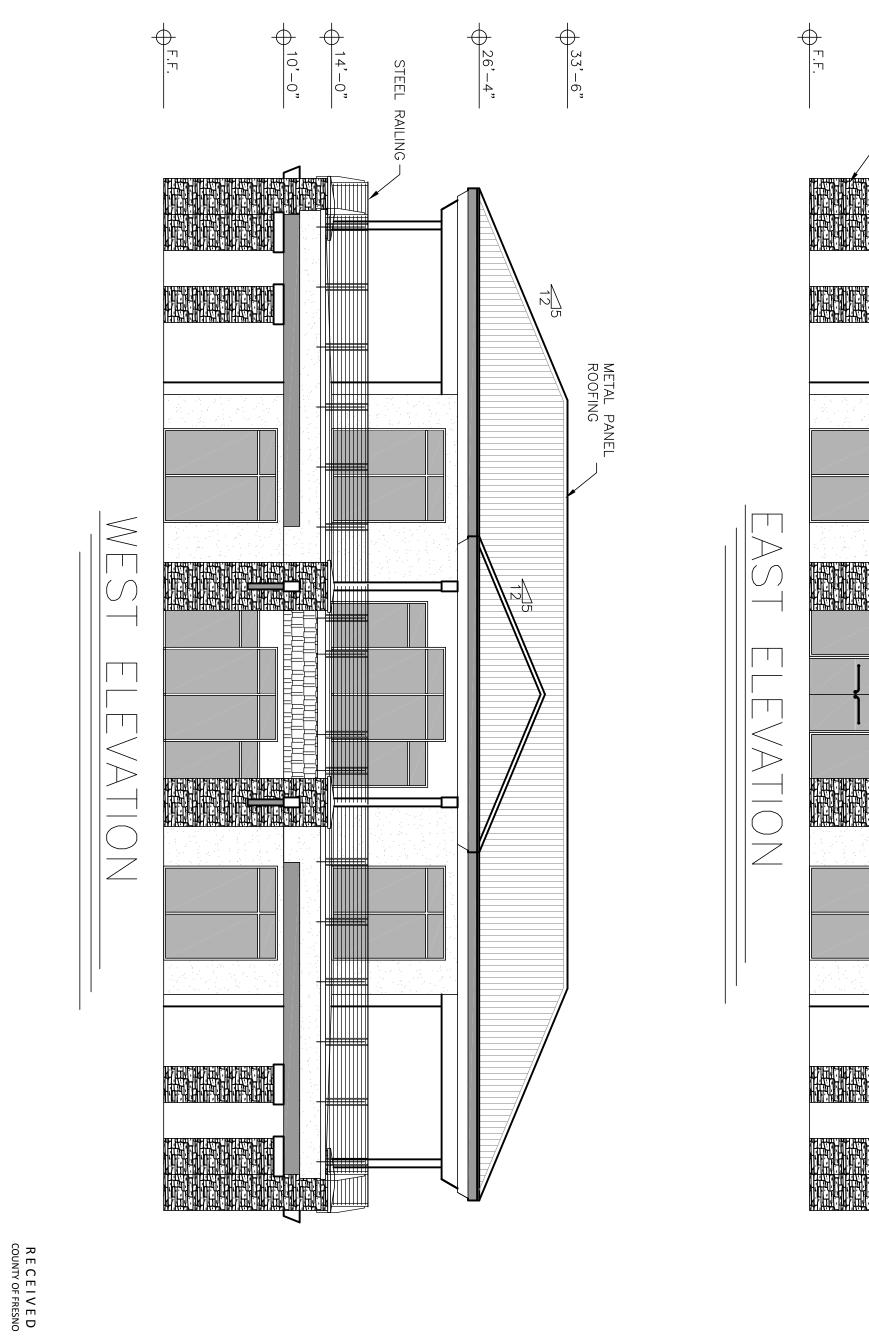


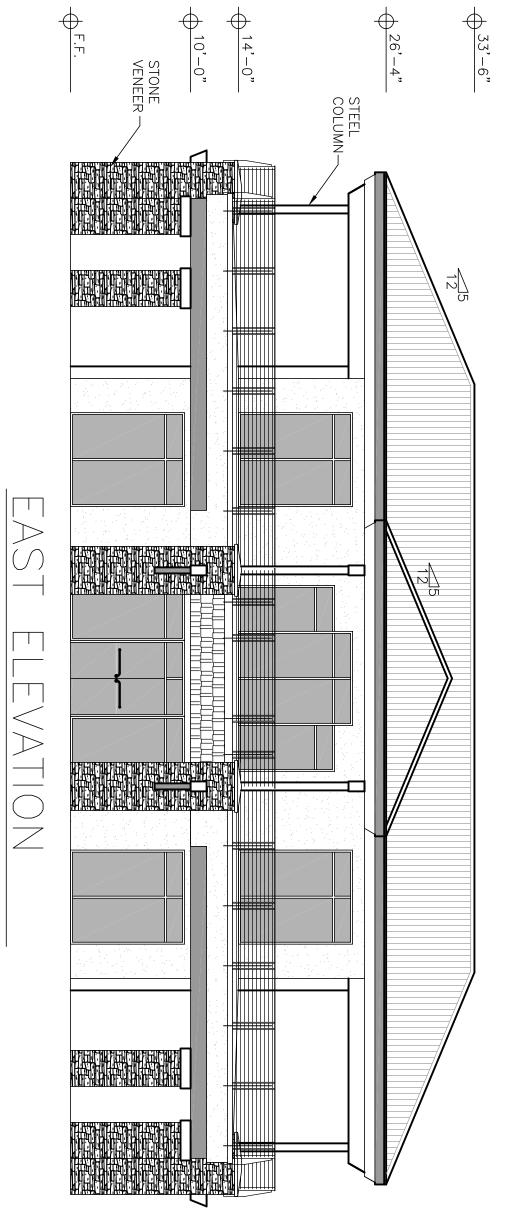










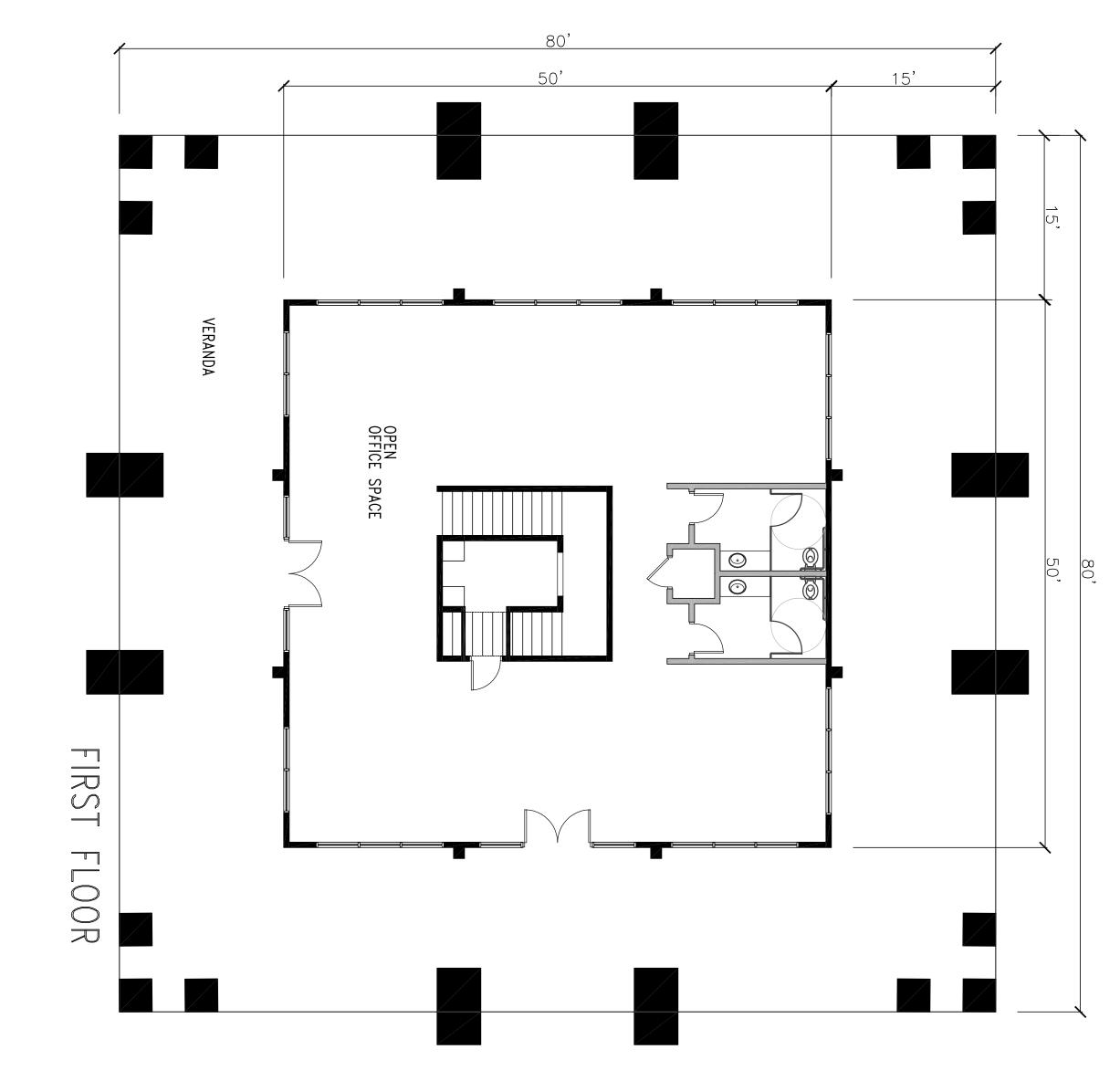


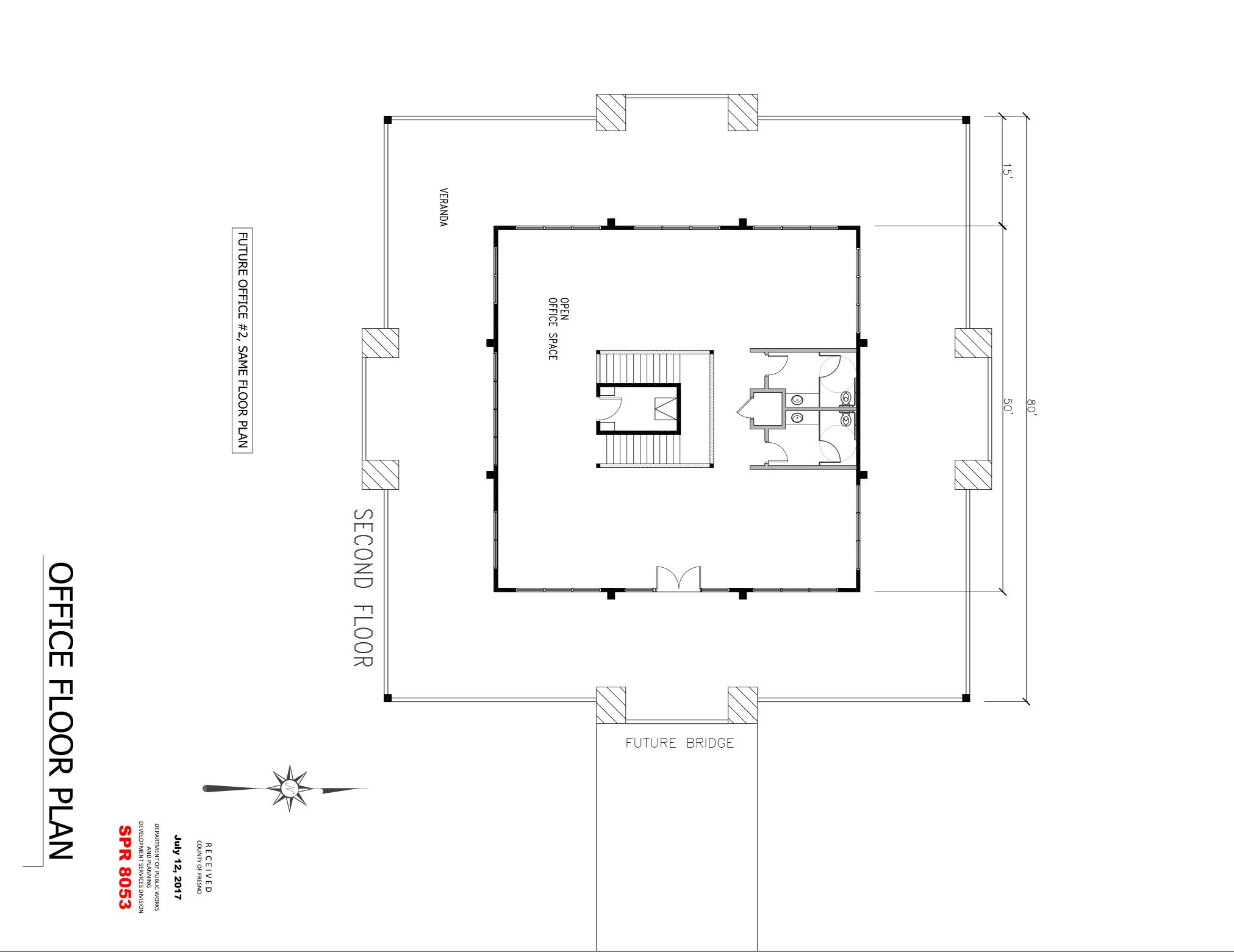


DEPARTMENT OF PUBLIC WORKS AND PLANNING DEVELOPMENT SERVICES DIVISION SPR 8053

July 12, 2017

SHEET 3 OF 3 OF	ROOKSPIRE INC.4644 W. JENNIFERSUITE 104FRESNO, CALIFORNIA93722559-385-7833ROOKSPIRE1@GMAIL.COM	CLIENT: B&B TRANSPORT INC. 2819-B S. CHESTNUT AVE FRESNO, CA 93725	PROJECT APN: 331-080-58 3037 S. MINNEWAWA AVE FRESNO, CA 93725	B & B TRUCKING FACILITY
Сī	SIGNATURE:	DATE:	REVISION:	SCALE: 1/8" = 1'





SHEET 2 OF N	A644W. JENNIFER4644W. JENNIFERSUITE 104FRESNO, CALIFORNIA93722559-385-7833ROOKSPIRE1@GMAIL.COM	CLIENT: B&B TRANSPORT INC. 2819-B S. CHESTNUT AVE FRESNO, CA 93725	PROJECT APN: 331-080-58 3037 S. MINNEWAWA AVE FRESNO, CA 93725	B & B TRUCKING FACILITY
	SIGNATURE:	DATE:	REVISION:	SCALE: 1/8" =1'



item 14.a.1

August 13, 2019

Jim Anderson General Manager MCWD 3580 S. Frank Street Fresno, CA 93725

Dear Mr. Anderson Anderson:

Last year your organization was a sponsor of our **7th Trailblazers for Prosperity Annual Awards Luncheon.** Thank you very much for your support. The event was quite a success. The attached program identifies supporters, speakers and community leaders recognized last year at this event. (Exhibit A)

We are pleased to inform you that this year's keynote speakers will be Dr. Joseph Jones, President, Fresno Pacific University. The theme of this year's event is "Prosperity Through Education and Training." The speakers will describe the role of the institutions they represent in preparing our youth for the challenges of the job market. Our 8th Trailblazers for Prosperity Annual Awards Luncheon is scheduled to take place on Wednesday, November 6, 2019 starting at 11:30 a.m. to 1:30 p.m. at the Fresno Fairgrounds Commerce Building.

Your support as a sponsor of this event is very important to us. The following sponsorship categories are available to you: Diamond (\$5,000), Platinum (\$3,000), Gold (\$2500), Silver (\$1,500) and Bronze (\$1000). More details on the marketing and promotional benefits available and program book ads provided under each category are described on Exhibit B. We hope you can be a sponsor of this important event.

Thank you for helping us promote economic prosperity in our City. With your help we are able to continue to encourage unemployed and low-income residents to improve their skills and be more prosperous, assist residents to promote the construction of more parks and improve the quality of life of residents, and support community beautification campaigns with the help of volunteers.

We look forward to hear from you at your earliest convenience. We are also available to meet with you if you would like to learn more about our work and vision in improving our community. You may contact Gabriel Lozano, Program Manager at 559-288-4916 or at <u>marketing@sefceda.org</u>. Or you may visit our website <u>www.sefceda.org</u> for more information.

Sincerely Jose Leon - Banaza

Jose Leon Barraza, President & CEO SEFCEDA, Inc. Enclosures

www.SEFCEDA.org

O

5288 E. Heaton Avenue, Fresno CA 93727 – (559) 288-4916 – marketing@SEFCEDA.org

Trailblazers for Prosperity 7TH Annual Awards Luncheon

Honoring

- Peter Vang, Veteran Services
- Det. Ger Vang, Law Enforcement
 - Mike Spencer, Teacher
 - Gilbert Lara, Business
- Det. Donnie Dinnell, Law Enforcement
 Elizabeth Diaz, Public Defender
- Ralph Alcaraz, Parks / Community Leader
- Hugo Morales, Lifetime Achievement Award
- Alberto Nieto, Posthumous Leadership Award

Wednesday, November 7, 2018 11:30 AM – 1:00 PM Big Fresno Fair Chance Avenue Entrance

Individual Ticket \$60 * Luncheon Table for 8 \$500 * Sponsorships \$1000.00 - \$5000.00 * Ads \$95.00 - \$300.00 Please make check payable to: SEFCEDA and mail to 5288 E. Heaton Ave. Fresno, CA 93727 For more information call 559-288-4916 * marketing@sefceda.org SEFCEDA 501 (c) (3) EIN/Tax ID #45-1467295 🛙 www.SEFCEDA.org

> Southeast Fresno Community Economic Developmen



8th Trailblazers for Prosperity Annual Awards Luncheon

Making a Difference

Here is your opportunity to invest in our community...

Diamond Sponsor - \$5,000

- Recognized as Major /Diamond Sponsor on our Media Packet/Press Releases
 - Prominent mention in our Program Book
 - Corporate logo on cover of our program book
 - Major Sponsor recognition on large video screens at event
 - Location to place corporate banner at event 3' x 6' size behind speakers
- Full Page Ad in Program Book for first four on either back cover, or inside covers and or other prominent sections
 - Identified as Major Sponsor on our website and face book blogs
 - Introduced as Major Diamond Sponsor at our event by our Master of Ceremonies
 - Opportunity to set -up booth at our event for handing out company collateral materials.
- Two Tables- Prominent Location /Front Section (eight people per table) at our Luncheon event.
 - Have local VIP sit at your table during our event

Platinum Sponsor - \$3000

- Recognized as Platinum Sponsor in our Media Packet/Press Releases
 - Corporate logo on cover of our program book
 - Platinum Sponsor recognition on large video screens at event
 - Full Page Ad in Program Book
 - Opportunity to set-up informational booth at our event
 - Introduced as Platinum Sponsor during our event
 - One Table Prominent Location (eight people per table)

Individual tickets cost: \$65 Table of Eight costs: \$500

Gold Sponsor - \$2,500

- Recognized as Gold Sponsor in our Media Packets/Press Releases
 - Corporate Logo on cover of program book
 - Gold Sponsor recognition on large video screens at event
 - Half-Page Ad in Program Book
 - Introduction as Gold Sponsor during our event
 - One Table Prominent Location (eight people per table)

Silver Sponsor - \$1,500

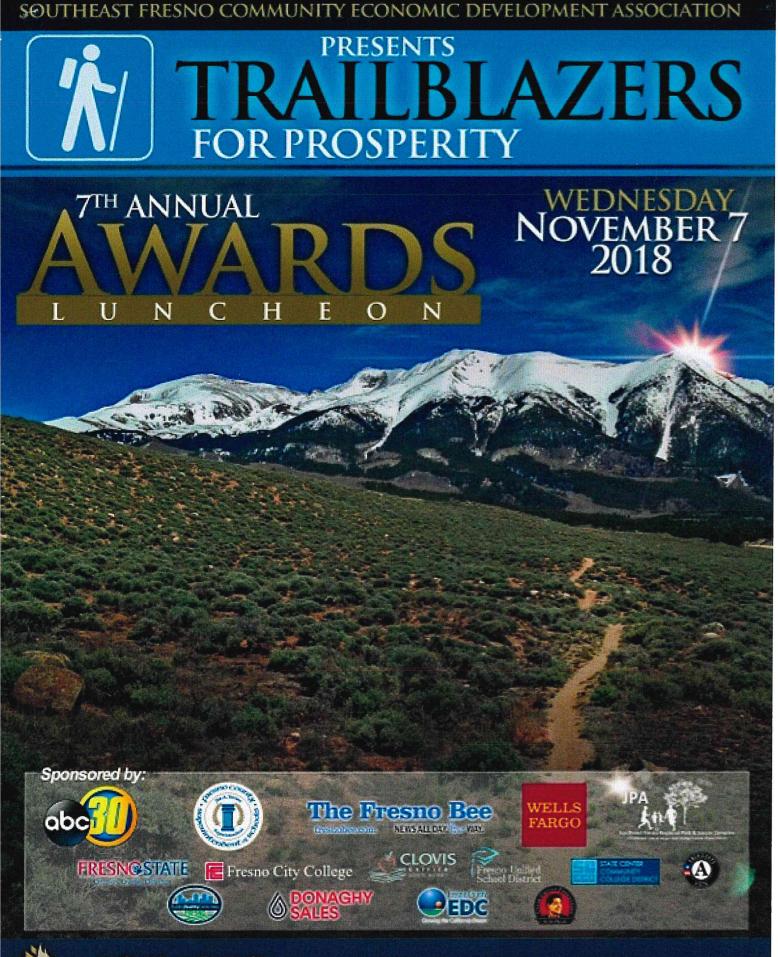
- Recognized as Silver Sponsor in our Media Packets/Press Releases
 - Corporate logo on cover of program book
 - Silver Sponsor recognition on larger video screen at event
 - Half-Page Ad in Program Book
 - Introduction as Silver Sponsor during our event
 - One Table at event (eight people per table)

Bronze Sponsor - \$ 1,000

- Recognized as Bronze Sponsor in our Media Packets/Press Releases
 - Bronze Sponsor recognition on large video screens at event
 - Quarter Page Ad in Program Book
 - Introduction as Bronze Sponsor during our event
 - One Table at event (eight people per table)

Individual tickets costs: \$65.00 Table costs: \$500

THANK YOU FOR HELPING US PROMOTE ECONOMIC PROSPERITY IN FRESNO.



Southeast Fresno Community Economic Development

PROSPERITY THROUGH EDUCATION & TRAINING

item 14.a.2

LOCAL

New Fresno homeless shelter will take in just about anybody, ex-felons included

BY THADDEUS MILLER

SEPTEMBER 11, 2019 03:00 AM, UPDATED SEPTEMBER 12, 2019 01:58 PM

The city of Fresno has made more than 200 new beds available for the homeless in the past 60 days – and the latest shelter is even set up to take people convicted of sexual violence, according to a city councilmember.

The shelter – the Golden State Triage Center on southbound Golden State Boulevard near Chestnut Avenue – has room for 37 adults and will be run by Turning Point, a nonprofit that operates one other facility.

Turning Point owns the building but it's been empty for more than a year.

The city of Fresno last year got about \$3 million in state funding for homeless-related efforts and the county got another \$12 million, according to Councilmember Miguel Arias, who represents District 3, the home of the three new shelters.

Gov. Gavin Newsom's new budget this year increased homeless funding for many <u>large</u> <u>cities in the state</u>. About \$275 million will go to cities including Fresno that have a population of at least 300,000.

Counties will get \$175 million and regional agencies called continuums of care will receive \$190 million.

Arias on Tuesday described the triage housing as "very clean and modernized units" with a central kitchen and laundry. The shelter also has space for pets.

SHELTERS LIMITED TO 50 BEDS

"We are limiting the size of shelters to 50 beds because we don't want to create any permanent skid row in any part of town," he said. "This facility will not house families with young children. ... This facility is more designed for (adults) including sex offenders."

Commonly, if people can't be allowed into a shelter because they are a registered sex offender, they end up sleeping on freeway embankments or pockets of downtown Fresno, Arias said. Embankments, which are often near schools and homes, are common destinations because they are owned by the state and not overseen by Fresno police.

He said applicants will go through an intake process so officials will know who is staying at the site. He stressed that the continuum is being purposeful in separating the adults and women with children.

Officials estimate one or two of the 37 tenants at any given time could be a sex offender.

KEEPING THEIR DISTANCE

"This (triage) is the most secure way to make sure sex offenders are adhering to their limits not to be around schools, parks and other sensitive uses," Arias said. "It allows us to monitor them in an industrial area."

In California, sex offenders are required to stay 2,000 feet from a park or school. The triage center is about a mile from its closest school, Malaga Elementary. The next closest is more than 8 miles away.

The triage center, which was once called Motel California, won't require background checks and is on a remote part of the former Golden State Highway.

<u>Other facilities</u>, like the former Hacienda Hotel near Clinton Avenue and Highway 99, accept children. They require background checks and are closer to schools and parks.

Fresno's continuum of care is a joint effort with Madera County. There are plans for shelters in Madera, Reedley and across Fresno.

In the city of Fresno, 1,152 people are homeless, and about 300 more are homeless but living in a shelter, according to <u>a tally this year</u>. Homelessness in Fresno and Madera counties grew about 17% from the previous year, the tally showed.

Triage centers require the tenants to be out within 90 days, but have a greater focus on getting people into a permanent home, according to Jody Ketcheside, regional director of Turning Point. The tenants are allowed to stay 24 hours a day and have access to mental health and other resources.

That's a change from the days when homeless people were allowed to stay the night but had to leave in the morning, she said.

SPEES: BETTER USE OF RESOURCES

The quick turnaround method of shelters like the triage are a smart use of tax dollars, according to H. Spees, the director of strategic initiatives for Mayor Lee Brand.

"Our continuum of care was very wise in planning the use for these resources both for the city and the county," he said. "And not in investing in big buildings, but going to trusted agencies that already have facilities that could be repurposed."

Officials said the shelter had filled up within 20 minutes, saying it's an example of Fresno's need.

Councilmember Esmeralda Soria of District 1 said she's confident the City Council is moving in the right direction in focusing on housing and not criminalizing poverty and the homeless.

She said the day the shelter opened she met a former firefighter and victim of domestic violence, stressing that not every homeless person is a drug addict.

"These individuals could be our brothers our sisters, our aunts and uncles. Even our grandparents," she said. "There are people out here that are seniors. They could be our grandparents."

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