



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, July 28, 2026 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.

Join Zoom Meeting

<https://us06web.zoom.us/j/82636918232?pwd=21Gv8cTJkzBXysXVBabNTULt2aQc4.1>

Meeting chat link: <https://us06web.zoom.us/jc/82636918232>

One tap mobile call: +1-669-900-6833 or +1-669-444-9171

Meeting ID: 826 3691 8232 **Passcode:** 07282026

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 July 14, 2026.
 - b. Minutes of the Special Board Meeting of July 21, 2026.
 - c. **Approval of payment for rental of tables and chairs.** Rental was required following a facility equipment failure that temporarily restricted access to District-owned inventory.
 - d. **Fiscal Sustainability Plan. Comunidad Nuevo Lago Sewer Consolidation.** A construction funding application has been prepared for approximately \$16 million to consolidate the sewer system from Comunidad Nuevo Lago MHP with MCWD, and to construct improvements at the MCWD wastewater treatment facility.

The Certification for Fiscal Sustainability Plan (FSP) provides a date by which the District certifies that it will develop and implement a fiscal sustainability plan. The approved implementation date is July 31, 2026.

P&P has prepared a draft Fiscal Sustainability Plan through the Sewer Consolidation Project for District review and consideration for adoption.

Recommended Action: Provide comments on the Draft Fiscal Sustainability Plan. If no comments, consider adopting the Fiscal Sustainability Plan and authorizing staff to submit the finalized document to the State.

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

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

5. Old Business:

- a. **Resolution 07-28-2026.** A resolution requesting that delinquent charges be placed on the county tax roll and authorizing staff to provide the list to the county tax collector/assessor.

Recommended Action: Approve Resolution 07-28-2026.

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

6. New Business:

- a. **IT Service Agreement.** The Districts IT agreement is expiring on September 30, 2026. Staff seek guidance from the Board on whether to renew the current agreement or to solicit bids for the services.

Recommended Action: Staff recommend that the District solicit bids for IT services and set a public hearing on the matter at the September 22, 2026, meeting to select a IT Provider.

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

7. Recreation Reports:

- a. Back to School Swim Program to be held Friday, August 7, 2026.
- b. Recreation Meeting of July 22, 2026.

8. Engineer Reports:

- a. District Engineer Report.
 - i. **Environmental Compliance Inspection Support.** P&P has reviewed current pretreatment program documents and files from the District and started scanning information into the file. We have set up a database of information with direct inputs into the permit document and conditions. The District has agreed to review and update some of the information in the database to ensure that it is current. P&P conducted facility inspections with 10 of the significant dischargers and have been working to update forms and permit documentation.

Information is compared in relation to number of employees and water usage with the currently permitted sewer units, and will be identifying those that are suggested to be updated and/or need to be inspected.

The next step is to prepare the first set of permits recommended for approval, for the District to review and issue to the respective permittees. Once additional information is obtained, additional permits can be issued.

Recommended Action: To have P&P proceed with preparing permits.

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

- ii. **On-going Consultant Service Agreement.** Provost & Pritchard presently provides a variety of consulting services to the District, including engineering, administration, construction review, and consultation. The Consultant Service Agreement (CSA) for On-going Engineering Services between Malaga County Water District and Provost & Pritchard was last renewed in 2016. Provost & Pritchard wishes to continue On-going Engineering Services for the District. A proposal and CSA to continue on-going engineering services, is attached.

For information only.

- b. CDBG Engineer Report:

9. General Manager's Report:

- a. SAL Program ended 7/23/2026.
- b. Soccer/Flag football at the park.
- c. Staff Meeting of 7/27/2026.

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

- a. Fisher Investments Update.

14. Communications:

- a. Written Communications:

- 1. The District's uniform company, UniFirst, provided a notice of a price increase beginning August 4. The notice does not state the amount of the increase; however, a customer service representative confirmed that the District will not be affected due to a price lock agreement.

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:

- a. Potential Litigation: One Case (Government Code 54956.9(d)(2).).

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 July 28, 2026 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 07/24/2026.

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, July 14, 2026 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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One tap mobile call: +1-669-900-6833 or +1-669-444-9171

Meeting ID: 885 2385 5637 Passcode: 07142026

1. **Call to Order:** Meeting came to order at 6:09pm.
2. **Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.
Absent during roll call: President Charles Garabedian, Jr.
Also present: 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. **Resolution 07-14-2026.** A resolution approving authorized signors for the County of Fresno Auditor-Controller/ Treasurer-Tax Collector.

Recommended action: to approve Resolution 07-14-2026 as presented or amended.

Motion by Director Cerrillo, Jr.; Second by Director Tovar, Jr. and by a 4-0 vote to approve Resolution 07-14-2026 as presented.
 - b. **Fiscal Year 26-27 Intent Form.** The intent form has to be submitted to County of Fresno Auditor-Controller/Treasurer-Tax Collector office by July 15, 2026 to place direct charges to the FY 26/27 Tax Roll.

Recommended action: to direct staff to submit Intent Form to County of Fresno Tax Collector's office.

Motion by Director Tovar, Jr.; Second by Director Castaneda and by a 4-0 vote to approve the FY 26/27 Intent Form to the County of Fresno Auditor-Controller/ Treasurer-Tax Collector's office.

- c. **Abandoned Time Removal:** Authorize the Vice-President to pay up to \$250/ton to have tires abandoned on the Districts lot on Winery removed.

IWS will be working with the district to remove tires. Motion by Director Cerrillo, Jr.; Second by Director Tovar, Jr. and by a 4-0 vote to authorize the Vice President to have tires abandoned on the District's lot to be removed.

6. Recreation Reports:

- a. **Zumba Proposal.** Erika Lopez submitted a proposal to hold Zumba classes at the recreation center. Proposed times are Tuesday, Wednesday and Thursday's from 6:30pm to 7:30pm.

For discussion and direction.

The Board gave direction to the Vice President to contact to Erika Lopez to get additional details regarding the program.

- b. Senior Trip July 15, 2026.
- c. Commodities on July 15, 2026, 7:00 a.m.—noon.
- d. Refrigerator and Freezer at the pool office. **The plan is to sell drinks and ice cream to the public.**
- e. SAL Program started on the 13th goes through the 23rd Monday through Thursday.
- f. **The Youth Alley Clean Up Group 'A' will begin July 20. Group 'B' will begin July 27.**

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. Alley Clean-up started on the 13th goes through the 30th (or until complete) Monday through Thursday. All workers received heat training, portable restrooms, and cooling station will be provided. **At the time of posting the agenda, the start dates had changed. The program will start July 20.**

- b. IWS is requesting permission to use Malaga's logo on 300 reusable cups with the IWS logo on the other side to give away at fiesta days. **Board consensus is to allow IWS to use MCWD logo in the reusable cups.**

- c. Bank Statements.

9. President's Report: Absent during President's Report.

10. Vice President's Report:

Most of the Vice President report was mentioned during GM and Recreation report. Other reports include:

- **Break-in at Well 7. Fence was cut, and a hinge was broken. No damage made to the pump**
- **Meeting with Angel Morales from PC Solutions to provide a quote for a door camera at the District Office and potentially other District locations.**

11. Director's Reports: None for this meeting.

12. Legal Counsel Report: The District Counsel notified the board GIS Solutions will be having an informational meeting at FID. He can forward the meeting information to those interested in attending.

13. Communications:

a. Written Communications:

Pool Inquiry. A member of the public is asking the board if there will be free use of the pool once the temperature reaches 100 degrees or higher. The Board clarified that the community pool will not offer free admission when temperatures reach 100°F or higher, as the facility is not designated as an official cooling zone by Fresno County.

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.*

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 June 9, 2026 and June 23, 2026
- b. Minutes of the Special Board Meeting of June 18, 2026 and June 30, 2026.
- c. Accounts Payable Report.
- d. Credit Card Statements.
- e. Authorize/Ratify Vice-President to provide emergency food/meals from the Food Commodities budget for the family in crises in an amount not to exceed \$200.
- f. Authorize the use of the Community Center on July 17 and July 31, free of charge, for celebration of life services for two members of the community that recently passed in accordance with established District Policy.

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

Motion by Director Castaneda; Second by Director Cerrillo, Jr. and by a 4-0 vote to approve the consent agenda as presented.

**President Garabedian, Jr. joined the meeting at 6:35pm.
Adjourned to closed session at 6:42pm.**

15. Closed Session:

- a. Potential Litigation: One Case (Government Code 54956.9(d)(2).)
- b. Ortiz v. Malaga County Water District, et. al. 1 :25-CV-01803-JTL-BAM;
- c. Personnel: All Positions (Government Code Section 54957.)

Meeting reconvened to open session at 7:30pm. Attorney reported no reportable action.

16. Adjournment:

Motion by Director Cerrillo, Jr., Second by Director Tovar, Jr. and by a 5-0 vote to adjourn the meeting at 7:31pm.

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 July 14, 2026 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 07/28/2026.

Norma Melendez, District Clerk



SPECIAL BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, July 21, 2026 at 4:00PM

item 4.b.

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

Join Zoom Meeting

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Meeting chat link: <https://us06web.zoom.us/launch/jc/86883778386>

One tap mobile call: +1-669-900-6833 or +1-669-444-9171

Meeting ID: 868 8377 8386 **Passcode:** 072126

1. **Call to Order:** Called to Order by President Garabedian, Jr. at 4:05pm.
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: Attorney Slater
3. **Certification:** Certification was made that the Board Meeting Agenda was posted 24 hours in advance of the meeting.
Agenda Posted at least 24 hours before the meeting.

President Garabedian, Jr. requested public comment on any issue within the jurisdiction of the board. No one from the public was present in person or online.

President Garabedian, Jr. requested public comment on any item on the agenda. No one from the public was present in person or online.

4. Closed Session. **Adjourned to Closed Session at 4:07pm.**
 - a. Personnel: Consider Appointment: Position; General Manager (Government Code Section 54957(b).)
 - b. Pending Litigation Ortiz v. Malaga County Water District; Case No. 25-cv-01803 (Government Code Section 54956.9)
 - c. Potential Litigation: One Case (Government Code 54956.9(d)(2).)

Reconvened to open session at 4:45 p.m.
No reportable action.

5. **Adjournment:**

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 4:47pm.

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Special Meeting of the Board of Directors of July 21, 2026, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at or before 4:00 P.M. on 07/20/2026.

Norma Malendez,
Secretary.

Malaga County Water District Fiscal Sustainability Plan – Wastewater Treatment Facility

**Fresno County, CA
June 2026**

DRAFT

Prepared for:
Malaga County Water District

Prepared by:
Provost & Pritchard Consulting Group
455 W. Fir Avenue, Clovis, California 93611

**PROVOST &
PRITCHARD**

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DRAFT

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Abbreviations

APN	Assessor Parcel Number
BOD.....	Biochemical Oxygen Demand
CEQA	California Environmental Quality Act
cfm.....	cubic feet per minute
CWSRF	Clean Water State Revolving Fund
DAF	Dissolved Air Flotation
DO	Dissolved Oxygen
DWR.....	Department of Water Resources
EC.....	Electrical Conductivity
EDU	Equivalent Dwelling Unit
fps	feet per second
FSP	Fiscal Sustainability Plan
gpd.....	gallons per day
gpm.....	gallons per minute
LF	Lineal Feet
MCWD or District.....	Malaga County Water District
MGD.....	Million Gallons per Day
mg/L.....	milligrams per liter
MHP	Mobile Home Park
O&M.....	Operation and Maintenance
RWQCB	Regional Water Quality Control Board
SCADA.....	Supervisory Control and Data Acquisition
SWRCB.....	State Water Resources Control Board
TSS	Total Suspended Solids
VFD	Variable Frequency Drive
WDR.....	Waste Discharge Requirements
WWTF.....	Wastewater Treatment Facility

1 Introduction

1.1 Background

Malaga County Water District (MCWD or District) owns and operates a wastewater treatment and disposal facility (WWTF) serving the community of Malaga. The MCWD WWTF is located at 3749 South Maple Avenue in Fresno County and occupies APN 330-100-09ST and 330-100-12T, as shown in **Figure 1-1**. The WWTF is subject to Waste Discharge Requirements (WDR) Order No. R5-2020-0001, issued by the Regional Water Quality Control Board (RWQCB).

The State Water Resources Control Board (SWRCB) approached the MCWD in August 2021 regarding the possibility of consolidating the sewer service of the Comunidad Nuevo Lago (formerly Shady Lakes) Mobile Home Park (MHP) to the MCWD sewer system.

Self-Help Enterprises obtained a Technical Assistance agreement from the SWRCB and contracted with Provost & Pritchard to prepare planning and design documents, and assist with the Clean Water State Revolving Fund (CWSRF) construction funding application for the necessary improvements.

A consolidation project would require removal of the existing wastewater treatment facilities at the MHP, construction of a new lift station and sewer mains from the MHP to the MCWD WWTF, and improvements at the MCWD WWTF.

1.2 Objectives

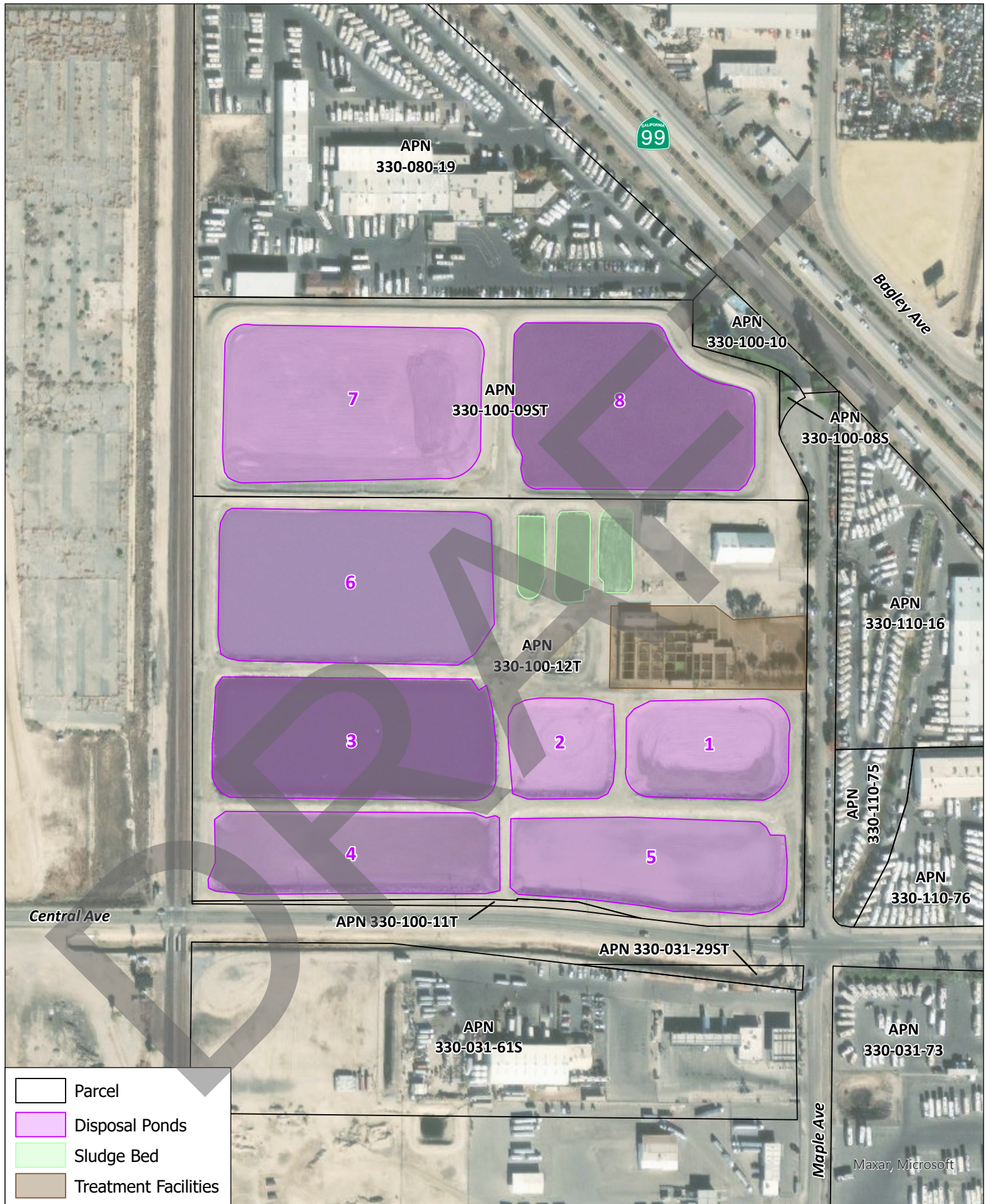
This Fiscal Sustainability Plan (FSP) is developed in an effort to assist with long-term management of assets and making cost effective decisions through the development, acquisition, operation and maintenance (O&M), and replacement of physical assets. Assets lose value as the system components age and deteriorate over time, resulting in increases in O&M costs and compromises in the level of service provided.

This FSP is intended to ensure the long-term sustainability of the system and should be regularly reviewed, revised, expanded, and implemented as an integral part of the operation and management of the system.

CWSRF funding recipients are required to develop and implement an FSP that includes the following minimum requirements:

- A) An inventory of critical assets that are part of the treatment works;
- B) An evaluation of the condition and performance of inventoried assets or asset groupings;
- C) A certification that the recipient has evaluated and will be implementing water and energy conservation efforts, to the maximum extent practicable, as part of the plan; and
- D) A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

The FSP is required only for the CWSRF funded project, however this FSP includes all key components of the MCWD WWTF in addition to the improvements at the MCWD WWTF being made as part of the CWSRF funded project.



- Parcel
- Disposal Ponds
- Sludge Bed
- Treatment Facilities

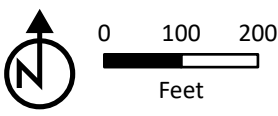


Figure 1-1 MCWD Wastewater Treatment Facilities
 Malaga County Water District- Comunidad Nuevo Lago
 Fiscal Sustainability Plan

PROVOST & PRITCHARD

2 Inventory of Critical Assets

This section identifies the existing and proposed assets associated with the MCWD WWTF. To be considered an asset, the item should meet at least one of the following criteria:

1. Has a value greater than \$5,000
2. Has a useful life greater than one year
3. Is critical to the delivery of process, compliance of regulatory requirements, and/or provision of staff safety.

The MCWD wastewater treatment and disposal facilities are located at the northwest corner of Central and Maple Avenues. A portion of the wastewater and disposal facilities were originally constructed in the late 1950's. Significant expansions were constructed in 1968 and then in 1996. Incremental expansions, improvements, or modifications have been constructed since 1996.

The treatment train consists of three screw pumps (one in service at a time), bar screen, grit chamber, primary clarifier/dissolved air flotation unit, three activated sludge aeration basins, and three secondary clarifiers. Undisinfected, secondary-treated wastewater is discharged to eight onsite disposal ponds.

Solids handling includes two aerobic sludge digesters, sludge thickening tank, three soil-cement lined sludge drying beds, and a lined holding area for dried biosolids. Dried biosolids are hauled off-site for disposal or land application.

2.1 Influent Screw Pumps

The WWTF is currently in the process of replacing one of the three (3) influent screw pumps through CDBG funding. Another pump will also need to be replaced through the CWSRF project, due to the age and corrosion of the pump components.

The three screw pumps are used to pump raw sewage from a holding sump 16 feet below grade to a headworks channel 10 feet above grade. Each screw pump is a 30-inch diameter screw pump approximately 42 feet long installed at an angle of 38 degrees.

Critical Assets

- *Screw Pump 1 (2026)*
- *Screw Pump 2 (to be replaced through CWSRF)*
- *Screw Pump 3 (2015)*

Screw Pump 1 was installed in 2002 in Reclamation Project Phase II, and was recently bid to replace in 2026 with low bid price \$167,000 + the pre-purchased pump for \$133,889. +administration and engineering, CDBG is paying \$300,000 with District matching the rest. Estimated replacement cost in 2026 is \$300,000.

2.2 Self-Cleaning Screen

Sewage passes through a self-cleaning bar screen which removes large screenings to protect downstream pipes from clogging and pumps from jamming. Screenings that hang on the bar screen are scraped up by a hydraulically driven rake and discharged into a waste basket behind the screen. The scraping of the bar screen is controlled by timer and upstream float switch. This Lakeside MUHR Hydronic T-180 unit was installed in 2012.

Critical Assets

- *Self-Cleaning Screen (2012)*

The Self Cleaning screen bid in 2011 was awarded at a bid cost of \$123,000, however more recent detail is available from another project. A headworks bar screen furnished and installed in 2021 for Riverdale PUD cost \$170,000. The estimated replacement cost in 2026 based on the Construction Cost Index from 2021 to 2026 is \$230,000.

2.3 Grit Chamber

The grit removal system includes one rectangular aerated grit tank. One side of the tank, with hoppers, is aerated at about 5 cubic feet per minute (cfm) per linear foot by swing diffusers, which induces a side roll current. Grit and heavy particles are picked up by the current and deposited in the hopper due to the low density of the rising air/water mixture over the hopper. Grit in the hopper is withdrawn at controlled rates to the grit concentration tank through pipes in the form of a slurry. The grit is deposited at the bottom of the tank and grit wash water overflows into the influent sump. Deposited grit is dewatered as it is picked up by a screw conveyor and dropped into a grit bin. The grit is then hauled to a pit for disposal.

Critical Assets

- *Screw conveyor (2015)*

The screw conveyor replaced in 2015 cost \$65,000. The estimated replacement cost in 2026 based on the Construction Cost Index from 2013 when the project was bid to 2026 is \$100,000.

2.4 Anoxic Basin

The previous dissolved air flotation (DAF) tank was converted to an anoxic basin by removing the DAF equipment and disconnecting the dissolved air stream piping inlet. Two (2) submersible mixers and new recirculation piping from the aeration basin were installed to complete the conversion.

Critical Assets

- *2 Submersible Mixers (2025 CDBG)*

Furnishing and installing the two mixers cost \$70,400. The estimated replacement cost in 2026 based on the Construction Cost Index 2025 to 2026 is \$80,000.

2.5 Activated Sludge Aeration Basins

The aeration basins consist of two similar rectangular tanks, each with five air diffusers mounted on one side of the tank, which induce a single side roll mixed liquor current. Flow is distributed to and from the tank by

influent and effluent weirs installed the full width of the tanks. Return activated sludge is fed into the tanks on the side opposite the air diffusers by manifolds with nine 2-inch gated nozzles spaced at 10 to 8 feet.

2.5.1 Blowers

Air to the diffusers is provided by five (5) rotary positive displacement blowers. Blower #1, 75horsepower, is over 15 years old, the three (3) blowers # 2, #3 and #4 (Gardener Denver 8M Legend) are also 75 horsepower each, installed 2024, 2025 and 2026, and the fifth #5 (Atlas Copco) is also 75 horsepower installed in 2012. The fifth (Atlas Copco) is nonfunctional.

The existing blowers were designed for the full organic load and cannot be turned down low enough to achieve the lower dissolved oxygen (DO) levels while also achieving the necessary mixing requirements.

The proposed project will connect the air manifold from blowers 1, 2, 3, 4, and 5 so that any one of the blowers can supply the air to both aeration basins and sludge digesters. The estimated cost to replace one blower is \$50,000 in 2026.

2.5.2 Mixers

Reflecting on the proposal to add an additional Blower as part of the CWSRF funded project it has been concluded that addition of mixers to the Aeration Basins would provide the plant the ability to reduce air flow requirements to achieve the lower dissolved oxygen (DO) levels while also achieving the necessary mixing requirements.

Cost to install mixers per basin is estimated to be \$40,000 each, total of \$160,000 in 2026.

2.5.3 Recirculation Pumps

Submersible recirculation pumps are installed to pump the nitrified flow from the aeration basins to the anoxic basin. A recirculation pump has been installed in two of the three aeration basins. Installation of the third recirculation pump is planned as part of the CWSRF project.

The bid to install the 2 Recirculation Pumps was \$214,000 in 2025 equating to \$107,000 each, adjusted to \$110,000 for 2026 using Construction Cost Index 2025 to 2026. The Recirculation Flow Meter was estimated in the PER for the CWSRF project at \$50,000.

2.5.4 Diffusers and Air Piping

Diffuser sleeves typically require replacement every 3-5 years. The PVC portion of the assembly every 10-12 years. These are considered a consumable item and below the \$5,000 threshold for inclusion in the FSP.

Critical Assets

- 4 75HP Blowers
- 2 Recirculation pumps (2025 CDBG)
- 1 Recirculation pump for 3rd basin (to be installed through CWSRF)
- 1 flow meter for the recirculation flow (to be installed through CWSRF)
- (4) Mixers (to be installed through CWSRF)

2.6 Clarifiers

2.6.1 Existing Chain and Flight Clarifiers

The existing clarifiers include three (3) rectangular clarifiers with longitudinal chain and flight sludge collectors. Flow from the aeration tanks enters each clarifier through weirs along one end of the clarifier tank. The sludge collectors sweep the sludge to three hoppers in the base of each clarifier. Each hopper is connected, with 3-inch PVC pipe, to a port at the bottom of a sludge channel. Return activated sludge is withdrawn by installing different lengths of pipe on the port of the sludge channel to establish a differential head between the water surfaces of the clarifier and sludge channel. The sludge channel is drained by gravity to the sludge pump station.

Effluent flows through a rectangular launder assembly, drained by two 8-inch effluent pipes supported on the clarifier walls. Scum and floating matter are hosed down into hoppers (3 per clarifier) and drained into the sludge pump station.

MCWD currently uses only one (1) out of three (3) rectangular chain-and-flight clarifiers for secondary clarification. The other two clarifiers are under repair. The clarifier mechanisms are worn out and have been unreliable in the last 10 years with repeated repairs, often leaving the plant to rely on only one clarifier to meet the effluent quality requirements. With the proposed project, new circular clarifiers will be installed, and use of the existing clarifiers will be discontinued.

2.6.2 Proposed Circular Clarifiers

The proposed project through the CWSRF program includes the construction of two 60-ft diameter, circular clarifiers to provide reliability and redundancy. The existing rectangular clarifiers will be decommissioned once the new clarifiers are online.

The clarifier process will remain the same, but the clarifier mechanism using a center feed well, rotating sludge scraper, and surface skimmer for removal of floating solids provides a more efficient and stable solids removal process.

Critical Assets

- 2 Clarifier drive mechanisms
- 2 Sludge scrapers
- 2 Surface skimmers

The PER for the CWSRF estimated the whole cost of the 60ft clarifiers at \$1,800,000 for the first and \$1,500,000 for the second. The drive mechanisms are estimated to have a replacement cost of \$350,000 each, including Sludge Scrapers and Sludge Skimmers.

2.7 Sludge Pumping Station

The sludge pumping station consists of five (5) wastewater pumps and has the function of pumping return and waste activated sludge, primary sludge, scum, digested sludge supernatant, and tank drainage. The pumps are installed in a reinforced concrete dry well. A bilge pump provides for pumping dry well drainage. The

sludge pumps draw material from 3 sumps (digested sludge, return activated sludge and scum, and primary sludge). Each pump is connected to a manifold with valves for controlling the discharge. Valving also provides flexibility in switching pump functions and provides standby or backup service to each pump.

Critical Assets

- *5 Sludge pumps*

Replacement costs for each pump is estimated at \$60,000, including potential fitting replacement that would occur when pumps are replaced.

2.8 Aerobic Sludge Digesters

The digesters consist of two similar rectangular tanks, each with 3 swing diffusers. The digester receives waste activated sludge and scum from the sludge pump station. Supernatant and digested sludge withdrawal is by a valved gravity line to the sludge pump station digested sludge sump.

Air is provided to the digester by three swing diffusers mounted on one side of the tank. The diffused air induces a side roll current.

Critical Assets

- *Blowers – Shared blowers with Aeration Basins listed above*

2.9 Sludge Thickening Tank

The sludge thickener is a rectangular tank with longitudinal chain and flight sludge collectors. Periodically, digester sludge is pumped to the thickener. Supernatant is pumped out of the thickener and returned to the influent sump. Thickened digested sludge is then pumped to the sludge lagoons. The thickener can thicken digested sludge up to 3 percent and reduces the volume of digested sludge for disposal to the sludge lagoons.

The thickener tank contains chain and flight mechanism scraping the sludge to the sludge trough. This equipment is likely over 20 years old, however date of last replacement is unknown.

Critical Assets

- *Sludge Thickening Equipment*

Replacement costs for the sludge thickening equipment (chain and flight mechanism) is estimated at \$350,000.

2.10 Disposal Ponds

Effluent from the clarifiers is collected and piped to distribution manholes which control flows to each effluent disposal pond, for evaporation and percolation. Distribution is controlled manually using canal gates in each distribution manhole.

Critical Assets

- *Canal gates*

Replacement costs for the Canal Gates are estimated at \$8,000 each based on other comparable recent projects.

2.11 Electrical Systems and Controls

The wastewater treatment plant electrical load is served by a utility (PG&E) pad mounted transformer rated at 12KV, 480 V, 3 Phase, 3 wire. From the transformer, power is routed to the main switchboard, which distributes power to the main motor control center located at the southeast wall of the domestic grit tank. The main central panel provides power and control for the operation of all the drives in the treatment plant.

The Supervisory Control and Data Acquisition (SCADA) system is a networked system using Wonderware InTouch 7.1 SCADA software running on a Windows NT platform over twisted-pair cable telemetry links and using run-time for remote nodes and laptops. The existing PLC's are MODBUS PLUS communicate and support the controller's native communications protocol. The existing SCADA system is aging and components are becoming obsolete. The SCADA software and controls system will be upgraded.

Critical Assets

- Motor Control Center and Electrical Panels
- SCADA

The SCADA controls included in the CWSRF project are intended to upgrade the Electrical and Control system with Denitrification PLC control to extend the useful life of the MCC and Electrical Panels. The estimated replacement cost based on the estimate in the CWSRF PER is \$400,000.

The Motor Control Center and Electrical Panels are unlikely to ever be replaced completely. Individual components such as, relays, VFDs etc. and HMIs will be replaced as needed by the district. A budgetary estimate of \$1,000,000 has been provided producing an annual reserve allocation of \$19,000 per year for MCC and Electrical panel upgrades and replacement parts.

3 Condition and Performance of Critical Assets

3.1 Age and Condition of Each Asset

The critical assets that have been identified in the previous section include the following:

- Screw Pumps
- Self-Cleaning Screen
- Screw Conveyor
- Submersible Mixers
- Diffusers
- Blowers
- Recirculation Pumps
- Recirculation Flowmeter
- Clarifier Drive Mechanisms
- Sludge Scrapers
- Surface Skimmers
- Sludge Pumps
- Sludge Thickening Equipment
- Canal Gates
- Motor Control Center, Electrical Panels, SCADA

Some of these assets are new components of the proposed WWTF improvement project which will therefore be in new condition, requiring only normal maintenance as recommended by the manufacturer of the item. The remaining useful life of assets which are existing components of the WWTF has been estimated based on the installation date and the estimated useful life when the component was new.

The estimated useful life of each of the critical assets is presented in Table 3-1. The useful life of an asset may vary over time depending on various conditions and maintenance activities. The useful life should therefore be reevaluated on a regular basis.

Table 3-1 Useful Life of Critical Assets

Asset	Estimated Useful Life	Installation Date	Remaining Useful Life
Influent Screw Pump (#1)	20 Years	2026	20 Years
Influent Screw Pump (#2)	20 Years	New - CWSRF	20 Years
Influent Screw Pump (#3)	20 Years	2015	9 Years
Self Cleaning Screen	30 Years	2012	16 Years
Grit Screw Conveyor	30 Years	2015	19 Years
(2) Submersible Mixers	15 Years	2025	14 Years
75 HP Blower #1	15 Years	Unknown	15 Years
75 HP Blower #2	15 Years	2024	13 Years
75 HP Blower #3	15 Years	2026	15 Years

75 HP Blower #4	15 Years	2025	14 Years
75 HP Blower #5	15 Years	2012	1 Years
Aeration Basin Mixers	15 Years	New - CWSRF	15 Years
(2) Recirculation Pumps	15 Years	2025	14 Years
(1) Recirculation Pump	15 Years	New - CWSRF	15 Years
Recirculation Flow Meter	10 Years	New - CWSRF	10 Years
(2) Clarifier Drive Mechanisms	20 Years	New – CWSRF	20 Years
(2) Sludge Scrapers	5 Years	New – CWSRF	5 Years
(2) Surface Skimmers	30 Years	New – CWSRF	30 Years
(5) Sludge Pumps	15 Years	Unknown	0 Years
Sludge Thickening Equipment	20 Years	Unknown	0 Years
Canal Gates	20 Years	2017	11 Years
Motor Control Center	30 Years	1995	0 Years
SCADA System	30 Years	New – CWSRF	30 Years

3.2 Estimated Value of Each Asset

The estimated value of each critical asset is presented in Table 3-2. The value of the asset is the estimated cost to replace the asset after it has exhausted its useful life.

Estimated total replacement cost is calculated as a lump sum future value at the end of the assets remaining useful life determined in Table 3-1.

Table 3-2 Value of Critical Assets

Asset	Quantity	Unit Present Value (Equipment)	Estimated Total Replacement Cost
Influent Screw Pump (#1)	1	\$300,000	\$597,000
Influent Screw Pump (#2)	1	\$300,000	\$597,000
Influent Screw Pump (#3)	1	\$300,000	\$409,000
Self Cleaning Screen	1	\$230,000	\$399,000
Grit Screw Conveyor	1	\$100,000	\$192,000
(2) Submersible Mixers	2	\$25,000	\$81,000
75 HP Blower #1	1	\$50,000	\$84,000
75 HP Blower #2	1	\$50,000	\$78,000
75 HP Blower #3	1	\$50,000	\$84,000
75 HP Blower #4	1	\$50,000	\$81,000
75 HP Blower #5	0	\$50,000	\$0
Aeration Basin Mixers	4	\$40,000	\$268,000
(2) Recirculation Pumps	2	\$110,000	\$356,000
(1) Recirculation Pump	1	\$110,000	\$184,000
Recirculation Flow Meter	1	\$50,000	\$71,000
(2) Clarifier Drive Mechanisms	2	\$350,000	\$1,393,000
(2) Sludge Scrapers			\$0
(2) Surface Skimmers			\$0
(5) Sludge Pumps	5	\$60,000	\$300,000

Section Three: Condition and Performance
Fiscal Sustainability Plan – Wastewater Treatment Facility

Sludge Thickening Equipment	1	\$350,000	\$350,000
Canal Gates	7	\$8,000	\$82,000
Motor Control Center	1	\$1,000,000	\$1,000,000
SCADA System	1	\$400,000	\$1,123,000
Total		\$3,983,000	\$7,729,000

4 Water and Energy Conservation

Minimal quantities of water will be required at the site, and will be limited to supply for wash down of equipment. Water conservation is therefore not an issue for this project.

The energy required for the proposed project is the energy required to power treatment process equipment that are critical to the treatment process, achieving compliance with regulatory standards, and staff safety. The power requirements will not change significantly from the existing system.

Solar has been installed at the WWTF, which allows for a significant reduction in energy demand from PG&E.

5 Maintenance and Replacement Plan

5.1 Master Planning

The MCWD Infrastructure Master Plan recommends a WWTF Master Plan for replacing the aging facility. Funding applications are evaluated annually for incremental improvements to keep the facility in proper operation and compliance with WDRs.

5.2 Regular Maintenance

The WWTF improvements will not significantly impact the plant power costs, with a minor increase due to the addition of the recirculation pump. The nitrogen removal improvements will increase the nitrogen monitoring requirements to weekly sampling for both influent and effluent of the WWTF. Additional operator attention will be needed for the additional equipment and instrumentation.

5.3 Replacement

Reserves should be set aside each year to accommodate maintenance and replacement of the critical assets. Estimated annual reserve needs based on the estimated useful life of each critical asset, and the value of each asset, are presented in Table 5-1. The annual reserve budget is included within the preliminary estimate of annual operating costs presented in the Preliminary Engineering Report. While actual replacement costs will likely be less when the improvements are first in use, budget for those items can be set aside for future needs as the components begin to require more maintenance and replacement.

Reserves required have been estimated based on the need to accumulate the Estimated Replacement cost (Table 3-2) over the Estimated Remaining Useful Life of each asset (Table 3-1), at an interest rate of 3.5%. For example, the estimated future cost of replacing Influent Screw Pumps #1 and #2 installed in 2026 with a Present Value of \$150,000 require the District accumulate \$421,000 over 30 years, while Influent Screw Pumps #3 can be expected to require replacement in 19 years time, at which point the present value will have inflated to \$288,000. The District has 19 years to build reserves, while 11 years reserves are assumed to have already accumulated.

Table 5-1 Reserves for Replacement

Asset	Estimated Useful Life	Estimated Replacement Cost	Annual Reserve
Influent Screw Pump (#1)	20 Years	\$597,000	\$21,000
Influent Screw Pump (#2)	20 Years	\$597,000	\$21,000
Influent Screw Pump (#3)	20 Years	\$409,000	\$14,000
Self Cleaning Screen	30 Years	\$399,000	\$8,000
Grit Screw Conveyor	30 Years	\$192,000	\$4,000
(2) Submersible Mixers	15 Years	\$81,000	\$4,000
75 HP Blower #1	15 Years	\$84,000	\$4,000
75 HP Blower #2	15 Years	\$78,000	\$4,000
75 HP Blower #3	15 Years	\$84,000	\$4,000

Section Five: Maintenance and Replacement

Fiscal Sustainability Plan – Wastewater Treatment Facility

75 HP Blower #4	15 Years	\$81,000	\$4,000
75 HP Blower #5	15 Years	Not Required	Not Required
Aeration Basin Mixers	15 Years	\$268,000	\$14,000
(2) Recirculation Pumps	15 Years	\$356,000	\$18,000
(1) Recirculation Pump	15 Years	\$184,000	\$10,000
Recirculation Flow Meter	10 Years	\$71,000	\$6,000
(2) Clarifier Drive Mechanisms	20 Years	\$1,393,000	\$49,000
(2) Sludge Scrapers	5 Years	Included	Included
(2) Surface Skimmers	30 Years	Included	Included
(5) Sludge Pumps	15 Years	\$300,000	\$16,000
Sludge Thickening Equipment	20 Years	\$350,000	\$12,000
Canal Gates	20 Years	\$82,000	\$3,000
Motor Control Center	30 Years	\$1,000,000	\$19,000
SCADA System	30 Years	\$1,123,000	\$22,000
Total		\$7,729,000	\$257,000

The current annual operating revenues from the District's sewer fund are about \$1,278,272, based on the June 30, 2023 financial report. The existing operating expenses are about \$1,884,102. Rates were updated in 2025 to account for this shortfall.

Draft Sewer Tables by Bartle Well Associates were prepared in June 2026 in conjunction with the Proposition 218 study for adoption of the updated rates. Projected total revenue and total expense from those tables are shown below in Table 5-2. Three line items represent the District's reserves and replacement funds; Repair & Maintenance, Unscheduled Maintenance Reserve, and Capital Projects. The Annual Reserve amount for critical components determined in Table 5-1 projected through 2035 represents approximately 11% to 13% of the Districts Total Expenses.

Table 5-2 Preliminary Estimate of Annual Operating Costs

	2026-2027 Budget	2027-2028 Projected	2028-2029 Projected	2029-2030 Projected	2030-2031 Projected	2031-2032 Projected	2032-2033 Projected	2033-2034 Projected
Total Revenue	\$2,085,680	\$2,189,964	\$2,299,463	\$2,414,436	\$2,583,446	\$2,790,122	\$2,985,430	\$3,134,702
Total Expenses	\$1,998,968	\$2,072,930	\$2,149,628	\$2,229,164	\$2,452,081	\$2,697,289	\$2,886,099	\$3,059,265
Contribution to Reserves	\$86,712	\$117,035	\$149,834	\$185,271	\$131,365	\$92,833	\$99,331	\$75,437
Contribution to Reserves % of Expenses	4%	5%	7%	8%	5%	3%	3%	2%
Debt Service	\$298,211	\$298,211	\$298,211	\$298,211	\$298,211	\$298,211	\$298,211	\$298,211
Available for Debt Service	\$384,923	\$415,246	\$448,045	\$483,482	\$429,576	\$391,044	\$397,542	\$373,648
Debt Service Ratio	1.29	1.39	1.50	1.62	1.44	1.31	1.33	1.25
Minimum Debt Service Ratio	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25

The proposed WWTF improvements would cause minimal, if any, increase in annual operations and maintenance expenses for the District and are covered in the Districts Fund Reserves target of 25% of Operating Expenses + Capital Reserves Target.

6 Conclusion

Fiscal sustainability planning is a means of cost-effectively operating, maintaining, and upgrading assets. It should be an active, ongoing process that provides information for MCWD to make decisions about the critical assets and to better identify and manage needed capital improvements.

MCWD plans to maintain sufficient budget reserved for equipment maintenance and replacement, as discussed in Section 5.

DRAFT

RESOLUTION NO. 07-28-2026

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT AUTHORIZING THE PLACEMENT OF
DELINQUENT CHARGES ON THE COUNTY TAX ROLLS**

WHEREAS, there are delinquent and unpaid charges for water, sewer, solid waste collection, and other services provided by the Malaga County Water District due to the Malaga County Water District; and

WHEREAS, the charges for water and other services charged by the District are property related charges by the Malaga County Water District pursuant to its powers set forth in Water Code §30000 et. seq., Article 13D of the California Constitution, and any other applicable statutes; and

WHEREAS, Water Code §31701, et. seq. provides a procedure for the collection of unpaid charges for water and other services provided by the Malaga County Water District.

**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 incorporated by this reference herein as though fully set forth at this point.
2. That the District has unpaid charges for water and other services requested by the Owner of the property that remain delinquent and unpaid for sixty (60) or more days as of July 1, 2026, and the Board of Directors hereby gives notice to the County of Fresno of said unpaid charges outstanding pursuant to Water Code §31701(e). Those delinquent charges are set forth in Exhibit A to this Resolution and are hereby incorporated by this reference herein.
3. That all of the charges set forth in Exhibit A were charged for water, sewer, solid waste, or other services provided by the District pursuant to the Water Code §30000 et. seq. and comply with all applicable statutes including Article 13D of the California Constitution.
4. Said charges are without regard to property valuation.
5. The Statement of Charges set forth in Exhibit A shall be furnished to the Fresno County Board of Supervisors and the Fresno County Auditor to include said delinquencies on the Fresno County Property Tax Rolls pursuant to §§31701(e) and 31701.5 of the California Water Code, or any other applicable statute.

6. That the Vice-President is authorized to sign the Authorization letter attached hereto and incorporated herein by this reference as Exhibit B.

This Resolution is approved and adopted this 28th day of July, 2026, at the regular meeting of the Malaga County Water District, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

Salvador Cerrillo, Vice President of the
Malaga County Water District

ATTEST:

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

EXHIBIT 'A'**Malaga County Water District Accounts Delinquent 60-days as of June 30, 2026.**

<u>Acct #</u>	<u>APN</u>	<u>Owner Name</u>	<u>Service Address</u>	<u>Delinquent Amount as of June 30, 2026</u>
030	33118401		3145 E. OLNEY STREET	\$ 4,560.28
084-1.01	33008001		3419 S. MAPLE AVE.	\$ 2,284.75
332	33118215		3626 S. WARD ST.	\$ 1,506.56
394A			3461 S. HARDING ST.	\$ 667.03
457.02	33116410		3556 S. FRANK ST.	\$ 798.34
465	33117303		3629 S. FRANK ST.	\$ 2,004.27
491.01	33116302		3287 E. MUSCAT AVE.	\$ 1,106.02



MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET, FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353

BOARD OF DIRECTORS

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

July 28, 2026

Fresno County Auditor/Controller/Treasurer-Tax Collector
Attn: Special Accounting
Post Office Box 1247
Fresno, California 937

RE: Authorization

To Whom it may Concern:

The Board of Directors of the Malaga County Water District hereby gives Norma Melendez, Secretary to the Board of Directors, and Maria Lopez, Accounting Clerk, the authority to add, change or delete special assessments/special taxes on the Fresno County Tax Roll for the 2026/2027 tax year and for an indefinite time in the future.

Thank you.

Sincerely,

Salvador Cerrillo, Vice-President,
Malaga County Water District

MALAGA/FOWLER BACK 2 SCHOOL SWIM PARTY

It's time to celebrate going **BACK-2-SCHOOL** at the John R. Leyva Pool, 3582 S. Winery Ave. *Free food, school supplies & raffles (while supplies last)!*



FRIDAY, AUGUST 7
6:00-8:00pm

item 7.a.

WHAT TO BRING: Sun block, towels, and extra clothes. *No inappropriate swim attire allowed.*

OPEN TO ALL SCHOOL AGED KIDS (K-12)!

Parents must be with their student ages 10 and under at all times

Must be a current student in Malaga/Fowler schools.

Questions? Contact **Liz** at **647-4034** or the **Recreation Center** at **559-268-0404**

MALAGA/FOWLER FIESTA "REGRESO A CLASES"

Es tiempo para celebrar el **REGRESO A CLASES** en la piscina John R. Leyva, localizado en 3582 S. Winery Ave. Habrá comida, suministros escolares y rifas para los participantes (hasta agotar existencias)!

VIERNES 7 DE AGOSTO
6:00-8:00 pm

TIENEN QUE TRAER: Bloqueador solar, toallas, y extra ropa. *No se admite trajes de baños inadecuados.*

ABIERTO PARA TODAS LAS EDADES (DEL KINDER AL GRADO 12)!

Los padres deben acompañar a sus hijos menores de 10 años en todo momento.

Tiene que ser estudiante actual de las escuelas en Malaga/Fowler para poder participar.

Preguntas? Favor de llamar a **Liz** al **559-647-4034** o al **Centro Comunitario** al **559-268-0404.**

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave, Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

item
8.a.ii.

June 17, 2025

Board of Directors
Malaga County Water District
3580 S. Frank Street
Fresno, CA 93725

RE: 2026/2027 Ongoing Engineering Services Proposal

Provost & Pritchard Consulting Group (Provost & Pritchard) has been providing a wide range of professional consulting services to local cities, counties, and special districts throughout the Central Valley, including Malaga County Water District, for the past 58 years. Provost & Pritchard has been providing engineering services for Malaga County Water District for over 30 years, and we are familiar with the District's existing water and sewer system systems, operations, and system needs.

Provost & Pritchard presently provides a variety of consulting services to Malaga County Water District, including engineering, administration, construction review, and consultation. We are very much interested in continuing our relationship with the District.

Basic Services

It is proposed that Provost & Pritchard is retained on a time and materials basis to perform the Basic Services described below.

Phase 100, 101, 105 District Administration

- Assistance with general district administration and participation in regular meetings when requested (it is assumed that P&P would attend no more than 4 Board Meetings through the year)
- Preparation and update of district mapping as requested
- Approximately 12 hours per month of general consulting
- Limited preparation and administration of funding assistance applications – excepting those funding applications contracted with other consultants

Phase 200 Water Facilities

- Approximately 40 hours a year of consulting associated with the water system (including coordination with the SWRCB Division of Drinking Water, evaluation of the water system, and capital improvement recommendations).

Phase 400 Wastewater Facilities

- Approximately 60 hours per year of consulting associated with the wastewater systems (including communications with the Regional Water Quality Control Board, evaluation of the sewer and treatment systems, and capital improvement recommendations).
- Assistance with the updates to the Pretreatment Ordinance (if requested).

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Phase 600 Development Reviews

- Consulting associated with proposed developments (including review of improvement plans, determination of fees or requirements, periodic field review of improvements).
- Assistance with processing of annexation requests.

Existing Extra Services

- High Speed Rail impacts and related coordination.
- Infrastructure Master Plan Update , to address current land use, regulatory requirements, anticipated growth, and necessary water and sewer infrastructure to support he demands.
- Design and construction review of WWTP improvements funded through the CDBG program
- Design and construction review of Well 3A project
- Design and construction review of Well 5A project

Special Services

Special services include participation in special meetings and special studies that may be required of District operations and management. Please refer to the Draft Open Items List, submitted separately, for more defined tasks that I am aware of and that may require the involvement of an engineer.

Specific projects or tasks would be considered individually by the Board of Directors and specific authorization would be required prior to initiating work.

If the District wishes to continue to retain the services at Provost & Pritchard Consulting Group, I have included a Consultant Services Agreement for execution.

Thank you for your consideration. Please contact me if you have any questions or if you need additional information.

Respectfully,



Maija Madec, P.E.

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

Project Manager: MSM
Prepared by: MRG

CONSULTANT SERVICES AGREEMENT

CSA NO:

Malaga County Water District

Client/Agency

Board of Directors

Attention

Malaga County Water District

Bill to

3580 S. Frank Street

Billing Address

Fresno, CA 93725

City, Zip Code

2026/2027 Ongoing Engineering Services Proposal

Project Title

1057

Proposal No.

(559) 485-7353

Telephone

Fax

charlsjr62@gmail.com

Email

Malaga, California

Location

DESCRIPTION OF SERVICES

Please refer to the attached proposal dated June 17, 2026, "2026/2027 Ongoing Engineering Services Proposal."

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above-described services.

TERMS AND CONDITIONS

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

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-

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use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client indemnities") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person

or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 12.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the

Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California. The Client agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Fresno, State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.

38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client/Agency

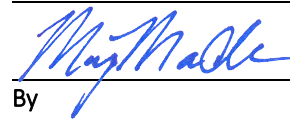
By

Name

Title

Date Signed

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group



By

Maija Madec

Name

Principal Engineer

Title

6-17-2026

Date Signed