



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET FRESNO,
CALIFORNIA 93725
Thursday, January 13, 2022 at 6:00PM

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

MEETING WILL BE HELD AT THE ARRIAGA COMMUNITY CENTER 3582 S. WINERY AVE. TO MAINTAIN SOCIAL DISTANCING.

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

1. Call to Order:

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

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

4. Old Business:

- a. **Rec. AC Unit Repair.** The district received three quotes. The first quote is from Lee's Air for \$17,777.11 with a warranty of one-year parts and labor on all components replaced by Lee's and a limited manufacturer compressor warranty of 5 years for parts only. The second quote is from Donald P. Dick Air Conditioning for \$21,035.00 and a one year of work and materials guaranteed against defect from the date of installation. The last quote was received from New England Sheet Metal for \$17,766.00.

Recommended action: Due to the urgency of the matter, the General Manager selected Lee's Air. For review and discussion.

- b. **Form 700.** Board members to file before April 1, 2022. An e-mail notice from the County of Fresno will be sent to each board member with instructions.

For information.

- c. **Grant.** The California Water and Wastewater Arrearages Payment Program granted the district \$51,732.37 to credit any residential account with an outstanding balance. A letter will be sent to the residential water customer in the next billing cycle.

For information and discussion.

5. New Business:

6. Incorporation Reports:

7. Recreation Reports:

8. Engineer Reports:

a. District Engineer Report.

b. CDBG Engineer Report:

- i. **Bid opening for CDBG Project No. 19451.** Six bids were submitted. The CDBG engineer will review all bids.

9. General Manager's Report:

- a. WWTF: DAF Unit
- b. ARPA funding: Potential Projects
- c. Prop 68 Update
- d. Red Caboose update
- e. Change in Job classifications
- f. Lift station (Brunos) update
- g. Review long term vendor contracts

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

14. Communications:

a. Written Communications:

- 1. **COVID Emergency Water Shut Offs Moratorium.** The shut-off moratorium has now been lifted. Water districts may move forward with sending discontinuation of water services notice unless a previous arrangement was made with the customer.
- 2. **Proposed Text of Emergency Regulations** from the State Water Resources Control Board and Regional Water.

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

15. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed

from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of December 14, 2021.
- b. Financial Statements and Accounts Payable Reports.

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

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

16. Closed Session:

- a. Public Employment Pursuant to Government Code Section 54957. All Positions.
- b. Pending Litigation Pursuant to Government Code Section 54956.9
Central Valley Regional Water Quality Control Board v. Malaga County Water District.

17. 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 January 13, 2022, 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 01/10/2022.

Norma Melendez

Norma Melendez, District Clerk



2440 S. Gearhart Ave Ste. 101
Fresno, CA 93725
CL#635355
www.LeesAir.com
559-227-9569

item 4.a.

Estimate 144722114
Job 245329
Estimate Date 1/5/2022
Customer PO

Billing Address
Malaga County Water District
3580 South Frank Avenue
Fresno, CA 93725 USA

Job Address
Malaga County Water District
3582 South Winery Avenue
Fresno, CA 93725 USA

Estimate Details

Package Unit Replacement Proposal: Malaga County Water District -3582 South Winery Avenue, Fresno

During a recent visit to 3582 South Winery Avenue, Fresno for Malaga County Water District our service specialist diagnosed the following, "Anthony asked for a replacement proposal for a 7.5 ton unit with a cracked heat exchanger." DUE TO THE AGE AND CONDITION OF THIS EQUIPMENT THIS UNIT IS NO LONGER COST EFFECTIVE TO CONSIDER MAJOR REPAIRS. THIS UNIT IS STRONGLY RECOMMENDED FOR REPLACEMENT.

Equipment to be replaced:
2005 Carrier 7.5 ton 230 volt 3 phase package unit
Model #48TMD008-A501--Serial #2905G50548

We propose the following:

Remove and dispose of existing air conditioner.
Install equipment specified below.
• Code Mandate- Pulling a permit (inspected upon completion)
• Code Mandate- Smoke detector safety monitor
• Code Mandate- Fresh air economizer (required on all units over 4.5 tons)
• Code Mandate- copper drain lines
• New high voltage safety disconnect (important safety item)
Factory curb adapter assembly (when required)
Provide adaptation to existing gas connection
Provide adaptation to existing electrical connection
Provide adaptation to existing condensate drain assembly
Provide adaptation to existing sheet metal duct connection as needed.
Includes new electrical disconnect, earthquake strapping & gas flex connector.
Test & operate new air conditioning unit.
Report any duct, electrical, or plumbing, discrepancies, quote for repair if required.
Coordinate and provide HERS Rater & permit inspection.

Note: the new legislation in California has gotten even stiffer and equipment costs have risen by another \$300-400 on average due to the state mandated mitigation fees that are paid to the San Joaquin valley air pollution control district air board, unfortunately this is non-negotiable along with economizers.

*Note: as of Jan.1 2015 we are required by California code mandate to install a fully automatic fresh air economizer (free cooling) on all units over 4.5 tons in commercial application. This is a great product to have in place, however it does add additional expense to all permitted installs.

**Note: 13 SEER units are no longer available in in single phase or 3 phase due to California mandates and we will be installing minimum 14 SEER units residentially, and 11 EER commercially from this point further.

***Note: The building qualifies for exemption from the title 24 duct pressure testing laws but still requires California State Certified HERS Rater verification upon project completion and is included per proposal.

Thank you for this opportunity to propose unit replacement. If you wish to proceed, please sign below and return via email.

Task #	Description	Quantity	Your Price	Your Total
IC660500404	Replace w/ 14 SEER CARRIER 7.5-TON (230V-3PH): Fresh Air Economizer - Code Mandate	1.00	\$14,062.44	\$14,062.44
IPP15200234	Dimension match DOWN FLOW INSTALL KIT <=5 ton: new gas line adaptation, gas line flex with shut-off valve, condensation adaptation, high voltage and low voltage connections	1.00	\$1,683.15	\$1,683.15
DN320100050	Replace NON-FUSIBLE & FUSIBLE <=30 amp, 230V, 3 phase, ELECTRICAL DISCONNECT	1.00	\$665.12	\$665.12
IAK01130032	CODE MANDATE: Install DUCT MOUNTED SMOKE DETECTOR	1.00	\$354.19	\$354.19
IAC11100000	HYDRO-CRANE SERVICE: <=110' boom / minimum lift	1.00	\$498.98	\$498.98
IMP10170000	CA MANDATE: 1 UNIT replacement PERMIT with INSPECTION.	1.00	\$513.23	\$513.23
	Note: A representative from Lee's Air will call you after completion of the project to schedule the inspection.			
WARR	Limited Warranty: One year parts & labor on all components replaced by Lee's.	1.00	\$0.00	\$0.00
	Limited manufacturer compressor warranty: 5 Years, part only.			
SAT100	100% Satisfaction Guarantee	1.00	\$0.00	\$0.00

Sub-Total	\$17,777.11
Tax	\$0.00
Total	<u>\$17,777.11</u>

Payment in Full Due Net 30 Days from Completion Date. Thank you for your patronage.

By signing, I agree to the Terms and Conditions. I hereby authorize the work as described above and verify that I have the authority do so.

TERMS, CONDITIONS, AND LIMITATIONS OF SALE

IMPRACTICALITY OF PERFORMANCE:

All work to be performed during normal business hours unless otherwise specified. Lee's will not be held responsible for delays or associated costs resulting from extenuating circumstances including but not limited to: unsafe weather or job site conditions, inadequate lighting, delays from other contractors' work to which Lee's work is contingent, or for any other circumstance which would make performance within the specified time frame impractical, or unsafe.

WARRANTIES:

Lee's Accu-tech Service, Inc. warrants that all work performed was performed to industry standards and warrants that all components, except refrigeration, installed by Lee's will be free from defects in materials and workmanship for 365 days from the date of installation. Refrigerant and the loss thereof is warranted for 30 days, unless refrigerant loss is a direct result of failure of a component installed by Lee's within the 365 day time period as outlined above, in which case the refrigerant is under warranty to 365 days from the date of installation. If a component under warranty does fail, compensation will be provided as follows: the component will be replaced, or the original purchase price of the component or said service will be refunded to the buyer. Compensation will be decided by Lee's on a case by case basis. Circumstances that void the warranty include, but are not limited to, non-payment, late payment, inadequate maintenance, theft, vandalism, abuse, fire, flood, or any other situation that would cause the system to fail besides routine operation. The above-stated warranty is in lieu of all other warranties (except a warranty of title), express or implied, including, but not limited to, implied warranty of merchantability and fitness for purpose. Any alteration, modification, repair, adjustment, or addition, by anyone other than an agent of Lee's Accu-tech Service, Inc., to any component serviced by Lee's as part of this contract immediately terminates any obligation of Lee's Accu-tech Service, Inc. under this contract.

LIMITATION OF ACTION:

Any legal action or repercussion relating to this contract or breach thereof shall be commenced within one year from the date the services were complete. Buyer is considered to have accepted the goods when delivered and not rejected within three business days.

REBATE, COUPONS, AND OFFERS:

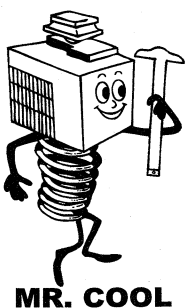
Lee's Accu-tech Service, Inc. is not responsible for any rebate, coupon, or offer by any group, corporation, government body, etc. unless it is offered by Lee's Accu-tech Service, Inc. itself and is expressly written in this contract. All coupons or vouchers offered by Lee's will be honored only once and must be presented at the time of sale.

COURSE OF DEALING:

It is understood that no prior course of dealing or usage of trade not expressly written in this contract shall be admissible to explain, modify, or contradict this contract in any way.

OWNER LIABILITY:

Upon signing this contract, signer acknowledges that he or she has the authority to authorize the work contained in this contract. In the event that the work was performed under those pretenses and the signer in fact did not have authority, signer is liable to compensate Lee's Accu-tech Service, Inc. for services performed under the principle of promissory estoppel, and signer may also be liable to the actual authoritative party for any unwanted modifications performed by Lee's as a result of signer's misrepresentations. In the event of default in payment or late payment, signer agrees to pay for all collection costs including court and attorney's fees, and all warranties shall be void. Signer understands that all late payments will be subject to interest at the highest amount allowed by law. Signer also agrees not to hold Lee's liable for equipment failure as well as mold, water, chemical, or biological pollution claims. This repair modification contract assumes the system serviced does not have any hidden problems or nonstandard components. If another needed repair is discovered other than listed above, signer agrees that said repair is not included in this agreement and will be quoted separately by Lee's at an additional cost. Signer recognizes that if Lee's recommended solution is declined, signer will instead agree to pay the Lee's Diagnostic Fee. Signer also assumes full responsibility for any consequence resulting from the decision to decline the Lee's solution.



MR. COOL

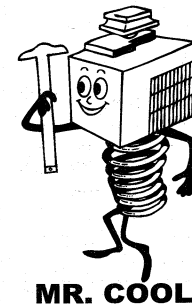
DONALD P. DICK AIR CONDITIONING

1444 N. Whitney • Fresno, CA 93703

Contractors Lic. No. 271615

Ph. (559) 255-1644

FAX (559) 255-0598



item 4.a.

Malaga County Water District (Anthony Anaya)
3582 S. Winery
Fresno, Ca 93725

aanaya@malagacwd.org

Job: 7.5 ton RTU change out (559)906-1981

We propose to furnish and install the following work and materials:

- ** HVAC DUCT CERTIFICATION
- 1 CARRIER (48TCDD08A2A50A0G0) 7.5 TON
Type: GAS ELECTRIC
Voltage: 208/230-3
Orientation: CONVERTIBLE
- * NO CURB IS REQ THIS UNIT IS A DIRECT MATCH UP
- 1 COMMERCIAL THERMOSTAT (33CONNECTSTAT)
- 1 GAS FLEX AND ELECTRICAL DISCONN
- 2 A/C PERMIT

All work and materials guaranteed against defects for 1 year from the date of installation.

All work to be completed for (tax included):

\$21,035.00

This quote remains valid for thirty days from the date printed below.

Work not included in quoted price: ALL OTHER (QUOTE ABOVE IS TO
CHANGE OUT RTU ONLY)

**** The California Energy Commission now requires verification of tight ductwork
(minimum air-leakage)**

The San Joaquin Valley Air Pollution Control District has implemented a mitigation fee
which is applied to all new furnace installations. The quote includes a mitigation fee
of \$290 for each 90% Furnace and \$225 for each 80% Furnace payable to SJVAPCD.

Proposed By: _____

David Doty

Date: 12/29/2021

Accepted By: _____

Date: _____



NEW ENGLAND
SHEET METAL AND MECHANICAL CO.

2731 S. Cherry Ave
Fresno, CA 93706
(559) 268-7375
www.nesm.com

HVAC SERVICE DEPARTMENT

item 4.a.

Bob Flores Direct Fax (559) 441-2214, Office # 268-7375
E-mail – Jniewind@nesm.com

Proposal & Fax/E-mail Quotation

Date: December 7, 2021

Quote #8350-JN

To: Anthony Anaya
From: Bob Flores

Customer/Company: Malaga Water District-Community Parks
Total Pages Transmitted: 4

Project: 3582 S. Winery Ave.

<input type="checkbox"/> Urgent	<input type="checkbox"/> For Your Info.	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> Note Changes
<input type="checkbox"/> Budget Only	<input checked="" type="checkbox"/> Quote	<input type="checkbox"/> Revised Quote	<input type="checkbox"/> Please call to discuss

This quote is valid for 15-days.

Quote to replace Carrier unit #1 that serves the south office (S#2905G50548). The current unit has a defective heat exchanger and is charged with R-22 refrigerant, an ozone depleting refrigerant. The recommendation is to replace the unit with a new Carrier unit with ozone friendly refrigerant.

Scope of Work:

- Locate and Lock Out / Tag Out (LOTO) power for safety
- Disconnect electrical line voltage and low voltage
- Disconnect gas and condensate drain line
- Remove old unit with a crane
- Install (1) new 11 EER (7.5 ton) Carrier unit with R-410A refrigerant
- Will use existing Disconnect
- Reconnect all low voltage and line voltage to the new unit
- Will reuse existing controller
- Reconnect electrical from new to existing point of connection
- Remove LOTO
- Return power to the unit
- Cycle unit on
- Check for proper voltage and phase rotation
- Check motor amperage on condenser and compressor
- Perform start and test on the unit
- Clean work area

The cost to perform this repair will be \$17,766.00

Exclusions:

Pre-existing conditions not detectable due to device or component failure
Over-time and weekend labor
Plan check fees of permits
Electrical upgrades.
Anything that is not in the scope of work

Comments:

Thank you for allowing New England Sheet Metal and Mechanical Co. to generate this proposal

Best Regards,

John Niewind, Customer Service Rep.
jniewind@nesm.com
(559) 268-7375 Ext-143

Cc: Mike Hensley, Sr. Vice President
Abel Lara, Service Foreman



In light of the COVID-19 situation we wanted to communicate how New England Sheet Metal & Mechanical Co. is protecting you, our industry partners and our employees.

NESM has instituted the following Policies and Protocols at NESM that will remain in effect until further notice. These are in addition to distributing to all our employees the guidance being provided by the CDC, WHO and other health agencies.

- Physical contact (i.e. handshakes, shoulder pats, fist bumps, elbow bumps, etc...) is strongly discouraged. This applies to coworkers as well as customers. Technicians will remain 6' away from clients and any other personnel.
 - A suggested alternate protocol is to make eye contact, smile and perhaps give a small wave in order to provide acknowledgement. I think most people will understand this but if someone seems "put off" just explain that the Company is avoiding such contact in order to minimize the spread of germs.
- We will be making counter sales available only by email or phone call. Walk-in customers will not be permitted to enter our facility. A sign has been posted at the front door to this effect.
- Employees are not permitted to travel on company business. Any potential trips will be evaluated on a case by case basis and must be approved by Senior Management.
- Internal gatherings will be limited to 6 people and will be held in spaces that afford appropriate social distancing
- We will not be holding any "all-hands" style meetings. We will be using electronic platforms to communicate or hold multiple small group sessions
- We will be frequently disinfecting our offices (with special attention given to common areas, countertops, phones, restrooms, door handles, switches, etc...)
- We will continue to distribute guidance received from the CDC as well as update these policies as we need to.

Acceptance

Print Name _____

Title _____

Signature _____

Date _____

Please provide the Billing information below:

NESM Quote#8350-JN

PO# _____

Additional quote information:

Company Name _____

Billing Address _____

City, State, Zip Code _____

Accounts Payable Phone No. _____

Accounts Payable Email _____



Exhibit A: General Terms and Conditions

1. New England Sheet Metal and Mechanical Co. reserves the right to request and receive financial data to support the Contractor's and Owner's ability to make timely payments for our work and will not start our scope of work until we have received evidence, to our satisfaction, that there are sufficient funds set aside to pay for the work performed by New England Sheet Metal and Mechanical Co.
2. New England Sheet Metal and Mechanical Co. reserves the right to suggest and make contractual changes to any future contract or subcontract documents. New England Sheet Metal and Mechanical Co. has the right to a copy of all contract documents between the Owner and Contractor that may affect our work.
3. This proposal includes costs for insurance policies: General Liability (2 million/4 million) and Automotive (1 million) with additional insured as requested along with standard Worker's Compensation (1 million) coverage. Builder's risk insurance coverage (All Perils/Earthquake/Flood, etc.) for our scope of work is not included. New England Sheet Metal and Mechanical Co. shall be named as additional insured on the Contractor's policy with maximum deductible losses for New England Sheet Metal and Mechanical Co. at an aggregate of \$5,000. Additional coverage or any payment of deductibles may be at an extra cost.
4. The duty to indemnify shall not extend to the acts of willful misconduct or sole negligence, active or passive, on the part of the Contractor, Owner or anyone associated with them.
5. Parties shall make efforts to resolve disputes through utilization of a mutually agreed upon Dispute Resolution Process prior to pursuing a court action. Should either party to this agreement bring suit in court to enforce the terms of this agreement, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.
6. Monthly payments are as agreed to in the executed contractual documents or as follows; Payment for services rendered by the 15th of each month for 100% of all work performed during the preceding month. Final payment to be made within 30 days after completion and acceptance of our scope of work. Late payments shall incur an interest charged by law along with prompt payment penalties, or at a minimum rate of eighteen percent (18%) per annum on past-due accounts.
7. No contractual obligations shall limit the Contractor's responsibility for safety and a safe place to work under applicable laws and regulations, or require New England Sheet Metal and Mechanical Co. to assume Contractor's responsibilities.
8. New England Sheet Metal and Mechanical Co. shall be equitably compensated for additional verified costs it incurs as a result of delays (or accelerations) caused by the acts or omissions of the Owner, Contractor, or its other Subcontractors or the Suppliers to any of them. New England Sheet Metal and Mechanical Co. shall not be assessed damages during any delay in the completion of the work caused by acts of God, acts of the public enemy, acts of Owner, Owner's agents, the State Of California, Local County, Local City, any applicable utility district, any railroad, acts of other public utilities, strikes and unusually severe weather conditions which preclude performance of the work; delays resulting from war or national or local emergencies; or delays of New England Sheet Metal and Mechanical Co.'s suppliers due to such caused, or the owner of a utility to provide for removal or relocation of utilities.
9. If hazardous or similarly classified material or a change in site/project conditions is encountered, New England Sheet Metal and Mechanical Co. will cease all operations and the Contractor and/or Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any hazardous or a change in site/project conditions that are encountered shall be considered as extra work for New England Sheet Metal and Mechanical Co. regardless of payment for such work made to Contractor by Owner.
10. If unsuitable ground conditions are encountered, Owner will determine the nature and extent of such soil conditions and will recommend the extent of remediation. Yielding sub soil, over optimum moisture, hazardous material, and rock (unable to be excavated with a Caterpillar 446 Backhoe) shall be defined as unsuitable ground conditions. Unsuitable ground conditions shall be considered as extra work to New England Sheet Metal and Mechanical Co.
11. All contractual correspondence and payments shall be directed to our Corporate Office at P.O. Box 4287, Fresno, CA 93744-4377 (Overnight: 1210 W. Olive Avenue, Fresno, CA 93728).
12. "Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Register of the board, whose address is: Contractors State License Board, 9835 Goethe Road, P.O. Box 26000, Sacramento, California 95826." New England Sheet Metal and Mechanical Co.'s California Contractor's License No.: 433674.



STATE WATER RESOURCES CONTROL BOARD

**CALIFORNIA WATER AND WASTEWATER ARREARAGES PAYMENT PROGRAM
WATER ARREARAGES DISBURSEMENT REQUEST FORM**

PWSID NO: CA1010042

WATER SYSTEM NAME: MALAGA COUNTY WATER DISTRICT

LEGAL ENTITY NAME: MALAGA COUNTY WATER DISTRICT

MAILING ADDRESS: 3580 S FRANK AVE, FRESNO, CA 93725-2511

	NO. OF ACCOUNTS	PAYMENT AMOUNT REQUESTED
RESIDENTIAL	60	\$51,732.37
COMMERCIAL	0	\$0.00
SUBTOTAL	60	\$51,732.37
ADMINISTRATIVE COSTS (Maximum of 3% OF SUBTOTAL UP TO \$1 MILLION)		\$1,551.97
GRAND TOTAL OF PAYMENT AMOUNT REQUESTED		\$53,284.34

CERTIFICATION: I have read and signed the Conditions of Payment Form and understand that this Disbursement Request Form **CANNOT BE PROCESSED** unless a complete and accurate Conditions of Payment Form is currently on file with the State Water Resources Control Board.

The arrearages claimed in this Disbursement Request Form have been incurred and remain unpaid by customers of the Community Water System and any payments received from the State Water Resources Control Board will be allocated as bill credits within sixty (60) days of receipt of the funds requested in accordance with the California Water and Wastewater Arrearages Payment Program Guidelines and will return any moneys not credited to the State Water Resources Control Board within six months of receipt.

AUTHORIZED REPRESENTATIVE OR DESIGNEE SIGNATURE:

DATE:

moises ortizNov 18, 2021

moises ortiz (Nov 18, 2021 08:49 PST)

Adobe Sign Transaction Number: CBJCHBCAABAArLBnwpG5s_TTVsM39_wrJupc0HRHHTryW

FOLLOWING SECTION IS FOR STATE USE ONLYPAYMENT INVOICE NO.: CA1010042-01INVOICE DATE: 10/15/2021

Revised Oct 20, 2021

Water Arrearages Disbursement Request Form Page 1 of 2



item 4.c.

MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

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

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR.
PRESIDENT

SALVADOR CERRILLO
VICE-PRESIDENT

IRMA CASTANEDA
DIRECTOR

FRANK CERRILLO JR.
DIRECTOR

CARLOS TOVAR JR.
DIRECTOR

MOISES ORTIZ- GENERAL MANAGER

January 31, 2022

Dear Customer,

We are happy to let you know that the district was awarded a grant of \$51,000.00 that will help you pay your water bill. Your account #_____ will be credited \$_____. This credit is provided through the California Water and Wastewater Arrearage Payment Program through funding from the State Water Resources Control Board using federal America Recovery Plan Act (ARPA) funds.

* * * * *

Estimado Cliente,

Felices de informarles que el distrito fue otorgado una ayuda monetaria de \$51,000.00 que ayudara pagar su Bill del agua. Su cuenta #_____ será acreditada \$_____. Este crédito se proporciona a través del Programa de Pago de Atrasos de Agua y Aguas Residuales de California a través de fondos de la Junta Estatal de Control de Recursos Hídricos utilizando fondos federales de la Ley del Plan de Recuperación de los Estados Unidos (ARPA).

Sincerely/ Atentamente,

Moises Ortiz
Malaga County Water District
General Manager

item 8.b.i.

**BIDDER'S LIST
FIRE HYDRANT REPLACEMENT PROJECT
CDBG PROJECT NO. 19451
CITY OF MALAGA**

BID DATE: THURSDAY, JANUARY 6, 2022 @ 11:00AM

	<u>BASE BID</u>	<u>ADD ALT 1</u>
Floyd Johnston Co., Inc	<u>343,536.00</u>	<u>256,377.00</u>
American Pipeline Service	<u>377,443.00</u>	<u>266,232.00</u>
Bill Nelson Construction	<u> </u>	<u> </u>
Brough Construction Inc.	<u>258,916.00</u>	<u>186,463.00</u>
Sutton Enterprises	<u>290,428.00</u>	<u>231,388.00</u>
<u>West Valley</u>	<u>262,950.00</u>	<u>187,154.00</u>
<u>RTC Const.</u>	<u>313,269.00</u>	<u>210,728.00</u>
<u>Engr. Est.</u>	<u>193,924.00</u>	<u>135,908.00</u>

WESTECH QUOTATION

WESTECH®	P.O. BOX 65068 SALT LAKE CITY, UTAH 84165-0068	Phone: 801-265-1000 Fax: 801-265-1080	Quotation No. Q38670-140509
-----------------	---	--	--------------------------------

Thank you for the opportunity to quote you with your equipment needs.
Please review the following and contact us to place an order or ask any question.

Date: 1/5/2022	Proj Manager: JEFFREY FLITTON	Ship Via: BEST WAY
RFQ No.:	Prime Job No: 4493A	Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Quoted by: JEFFREY FLITTON	Prime Name: MALAGA WWTP FRESNO, CA	
Phone: 801-290-1512 or 801-290-1208	Equipment: DAF UNIT	Lead Time: 8-10 WEEKS
Email: JFLITTON@WESTECH-INC.COM	Tax Exemption No.:	Quote Valid: 15 days
For Group: 15	Payment Terms: NET 30 DAYS	

Bill To:	CITY OF FRESNO ANTHONY ANAYA DISTRICT OFFICE 3580 S FRANK ST FRESNO, CA 93725 UNITED STATES OF AMERICA	Ship To:	MALAGA CO. WATER DISTRICT WWTP ANTHONY ANAYA 3580 SOUTH FRANK STREET 20805 FRESNO, CA 93725 UNITED STATES OF AMERICA
Tel/Cell:	/ 559-906-1981 AANAYA@MALAGACWD.ORG	Tel/Cell:	559-485-7353

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
69350	103	4493-103	SM-CYCLO SPEED REDUCER	1	EA	\$6,905.00	\$6,905.00
69350	001	E10D	ELECTRICAL PANEL-ALARM STATION	1	EA	\$9,574.00	\$9,574.00

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.	Quoted in US Dollars	Grand Total	\$16,479.00
---	----------------------	-------------	-------------

-Please see the attached General Terms and Conditions. All purchase orders for Aftermarket parts need to be in US dollars.

-Minimum Order amount is US\$100.

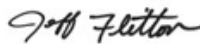
-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WesTech Engineering LLC.

-WesTech prefers that payments under \$3,000 are processed by Credit Card. Any orders over \$10,000 can not be accepted by Credit Card and will be invoiced at terms. This is to include freight and taxes. A processing fee of up to 4 percent on Credit Cards may be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,



QF-00-005

Printed By JFLITTON

Printed

1/5/2022 4:09 PM

2/24/06

Terms of Sales

Order No: Q38670-140509

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. SPECIFICATIONS:** WesTech Engineering LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
- 2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
- 3. PARTIES TO CONTRACT:** WesTech Engineering LLC is not a party to or bound by the terms of any contract between WesTech Engineering LLC's customer and any other party. WesTech Engineering LLC's undertakings are limited to those defined in the contract between WesTech Engineering LLC and its direct customers.
- 4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering LLC of any liability for shipping damages or shortages.
- 5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
- 6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering LLC until such payment has been received.
- 7. ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering LLC that occur in the time period between quotation and shipment by WesTech Engineering LLC. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
 - b) Price revision for items furnished to, and not manufactured by WesTech Engineering LLC, which exceed the above escalation calculation, will be passed along by WesTech Engineering LLC to Purchaser based upon the actual increase in price to WesTech Engineering LLC for the period from the date of quotation to the date of

shipment by WesTech Engineering LLC. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

- 8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering LLC supplying any equipment shall be such complete approval.
- 9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering LLC recommends and will, upon request, make available, at WesTech Engineering LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering LLC or installed in accordance with WesTech Engineering LLC's instructions, and inspected and accepted in writing by WesTech Engineering LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering LLC personnel in making adjustment or changes must be paid for at WesTech Engineering LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering LLC will supply the safety devices described in this proposal or shown in WesTech Engineering LLC's drawings furnished as part of this order but excepting these, WesTech Engineering LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

- 10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
- 11. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
- 12. TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering LLC may suffer from any cause.
- 13. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.
- 14. SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering LLC for failure to ship or deliver on such dates.

WesTech Engineering LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

Terms of Sales

Order No: Q38670-140509

its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering LLC's reasonable control and occurring at a location other than WesTech Engineering LLC or its supplier's shipping points, WesTech Engineering LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WESTECH ENGINEERING LLC WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING LLC SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. PATENTS: WesTech Engineering LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering LLC needed information, assistance, and authority to enable WesTech Engineering LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering LLC's request. The foregoing states the entire liability of WesTech Engineering LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering LLC encourages the Purchaser to order these components without primer.

WesTech Engineering LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering LLC without WesTech Engineering LLC's prior written permission. Said permission may be withheld by WesTech Engineering LLC at its sole discretion.

20. BACKCHARGES: WesTech Engineering LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering LLC-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering LLC employee, by a WesTech Engineering LLC purchase order, or work requisition signed by WesTech Engineering LLC.

21. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering LLC against which a claim is sought.

26. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

item 9.b.

GM report-
ARPA funding potential projects.

From: Michael Taylor <mtaylor@ppeng.com>
Sent: Tuesday, January 4, 2022 5:22 PM
To: Moises Ortiz <mortiz@malagacwd.org>; Josh Rogers <jrogers@yhmail.com>
Subject: RE: ARPA "Statement of Interest" form and webinar flyer

My suggestions in order of priority are as follows:

A new Well 5A

Wastewater Treatment Plant Improvements to reduce Nitrogen – hopefully we get CDBG funding and/or consolidation funding

American Avenue Water Loop from Maple to Chestnut

A new water storage tank at the Well 5 site

North Avenue Water Loop from Peach to Minnewawa

I started the forms. We can enhance once we agree on what to submit. It does not appear that they are asking for a lot of information.

I am not really sure about the Qualified Census Tract question, but it does not appear that Malaga is in a Qualified Census Tract.

Thank you

Michael Taylor, PE
Provost & Pritchard Consulting Group
455 W. Fir Ave
Clovis, CA 93611
(559) 449-2700 ext. 103
Fax: (559) 449-2715
e-mail: mtaylor@ppeng.com
website: www.provostandpritchard.com

CONFIDENTIALITY NOTE

This communication and any accompanying attachment(s) are privileged and confidential. The information is intended for the use of the individual or entity so named. If you are not the intended recipient, then be aware that any disclosure, copying, distribution or use of this communication and any accompanying attachments (or the information contained in it) is prohibited. If you have received this communication in error, please immediately delete it and notify the sender at the return e-mail address or by telephone at (559) 326-1100. Thank you.

proposed

item 9.e.

Utility Worker OIT

We are looking for a hardworking Utility Worker to perform general cleaning and maintenance duties at our premises. As a Utility Worker, you will be responsible for cleaning assigned areas inside and outside of the property, repairing maintenance tools, performing basic landscaping duties, and inspecting utility projects. Work on water, wastewater, and pretreatment projects under direct supervision from lead operators. You will also be required to obtain and maintain multiple certifications and comply with state health and safety regulations.

To ensure success as a Utility Worker, you should have extensive knowledge of water, wastewater, cleaning and landscaping equipment, manual dexterity, and good physical strength. A top-class Utility Worker should be a jack-of-all-trades.

Utility Worker Responsibilities:

- Taking verbal and written instructions from Manager and Lead Operators.
- Cleaning assigned work areas inside and outside of the property.
- Performing basic landscaping duties including tree trimming, weeding, and watering of plants.
- Ordering and maintain cleaning supplies and maintenance equipment.
- Conducting basic repairs on landscaping and maintenance equipment.
- Replacing light fittings and broken globes.
- Ensuring the safe handling and storage of volatile cleaning liquids and gasoline.
- Ensuring that utility projects have been completed and signed off.
- Working on the water distribution system under supervision.
- Working at WWTF under supervision.
- Working with pretreatment operator.

Utility Worker Requirements:

- High school diploma or GED.
- Must obtain a Water Distribution grade 1 within 2 years of hire.
- Must obtain a Wastewater grade 1 within 2 years of hire.
- Must obtain a Water Treatment grade 1 within 2 years of hire.
- Must have a Class B license.
- Obtain a Wastewater grade 1 within 3 years of hire.
- Previous experience as a Utility Worker OIT.
- Ability to read and interpret written work orders.
- Knowledge of mechanical landscaping equipment.
- Ability to stand, crouch, and kneel for extended periods.
- Experience working with dangerous cleaning chemicals.
- Knowledge of cleaning equipment and techniques.
- Basic mechanical and electrical knowledge.
- Ability to lift and manipulate heavy equipment.

Utility Worker I

We are looking for a hardworking Utility Worker to perform general cleaning and maintenance duties at our premises. As a Utility Worker, you will be responsible for cleaning assigned areas inside and outside of the property, repairing maintenance tools, performing basic landscaping duties, and inspecting utility projects. Work on water, wastewater, and pretreatment projects under direct supervision from lead operators. You will also be required to obtain and maintain multiple certifications and comply with state health and safety regulations.

To ensure success as a Utility Worker, you should have extensive knowledge of water, wastewater, cleaning and landscaping equipment, manual dexterity, and good physical strength. A top-class Utility Worker should be a jack-of-all-trades.

Utility Worker Responsibilities:

- Taking verbal and written instructions from Manager and Lead Operators.
- Cleaning assigned work areas inside and outside of the property.
- Performing basic landscaping duties including tree trimming, weeding, and watering of plants.
- Ordering and maintain cleaning supplies and maintenance equipment.
- Conducting basic repairs on landscaping and maintenance equipment.
- Replacing light fittings and broken globes.
- Ensuring the safe handling and storage of volatile cleaning liquids and gasoline.
- Ensuring that utility projects have been completed and signed off.
- Working on the water distribution system under supervision.
- Working at WWTF under supervision.
- Working with pretreatment operator.

Utility Worker Requirements:

- High school diploma or GED.
- Must have a Water Distribution grade 1.
- Must have a Wastewater grade 1
- Must have a Water Treatment grade 1
- Must have a Class B license.
- Obtain a Wastewater grade 1 within 2 years of hire.
- Previous experience as a Utility Worker.
- Ability to read and interpret written work orders.
- Knowledge of mechanical landscaping equipment.
- Ability to stand, crouch, and kneel for extended periods.
- Experience working with dangerous cleaning chemicals.
- Knowledge of cleaning equipment and techniques.
- Basic mechanical and electrical knowledge.
- Ability to lift and manipulate heavy equipment.

Utility Worker II

We are looking for a hardworking Utility Worker II to perform general cleaning and maintenance duties at our premises. As a Utility Worker, you will be responsible for cleaning assigned areas inside and outside of the property, repairing maintenance tools, performing basic landscaping duties, and inspecting utility projects. Work on water, wastewater, and pretreatment projects under direct supervision from lead operators. You will also be required to obtain and maintain multiple certifications and comply with state health and safety regulations.

To ensure success as a Utility Worker, you should have extensive knowledge of water, wastewater, cleaning and landscaping equipment, manual dexterity, and good physical strength. A top-class Utility Worker should be a jack-of-all-trades.

Utility Worker Responsibilities:

- Taking verbal and written instructions from Manager and Lead Operators.
- Cleaning assigned work areas inside and outside of the property.
- Performing basic landscaping duties including tree trimming, weeding, and watering of plants.
- Ordering and maintain cleaning supplies and maintenance equipment.
- Conducting basic repairs on landscaping and maintenance equipment.
- Replacing light fittings and broken globes.
- Ensuring the safe handling and storage of volatile cleaning liquids and gasoline.
- Ensuring that utility projects have been completed and signed off.
- Working on the water distribution system under supervision.
- Working at WWTF under supervision.
- Working with pretreatment operator.

Utility Worker Requirements:

- High school diploma or GED.
- Must have a Water Distribution grade 2
- Must have a Wastewater grade 2
- Must have a Water Treatment grade 2
- Must have a Class B license.
- Obtain a Wastewater grade 2 within 2 years of hire.
- Previous experience as a Utility Worker.
- Ability to read and interpret written work orders.
- Knowledge of mechanical landscaping equipment.
- Ability to stand, crouch, and kneel for extended periods.
- Experience working with dangerous cleaning chemicals.
- Knowledge of cleaning equipment and techniques.
- Basic mechanical and electrical knowledge.
- Ability to lift and manipulate heavy equipment.
- Knowledge of yearly water maintenance
- Ability to understand and comply with regulatory agencies

Utility Worker III

We are looking for a hardworking Utility Worker III to perform general cleaning and maintenance duties at our premises. As a Utility Worker, you will be responsible for cleaning assigned areas inside and outside of the property, repairing maintenance tools, performing basic landscaping duties, and inspecting utility projects. Work on water, wastewater, and pretreatment projects under direct supervision from lead operators. You will also be required to obtain and maintain multiple certifications and comply with state health and safety regulations.

To ensure success as a Utility Worker, you should have extensive knowledge of water, wastewater, cleaning and landscaping equipment, manual dexterity, and good physical strength. A top-class Utility Worker should be a jack-of-all-trades.

Utility Worker Responsibilities:

- Taking verbal and written instructions from Manager and Lead Operators.
- Cleaning assigned work areas inside and outside of the property.
- Performing basic landscaping duties including tree trimming, weeding, and watering of plants.
- Ordering and maintain cleaning supplies and maintenance equipment.
- Conducting basic repairs on landscaping and maintenance equipment.
- Replacing light fittings and broken globes.
- Ensuring the safe handling and storage of volatile cleaning liquids and gasoline.
- Ensuring that utility projects have been completed and signed off.
- Working on the water distribution system under supervision.
- Working at WWTF under supervision.
- Working with pretreatment operator.

Utility Worker Requirements:

- High school diploma or GED.
- Must have a Water Distribution grade 3
- Must have a Wastewater grade 3
- Must have a Water Treatment grade 2
- Must have a Class B license.
- Obtain a Wastewater grade 3 within 2 years of hire.
- Previous experience as a Utility Worker.
- Ability to read and interpret written work orders.
- Knowledge of mechanical landscaping equipment.
- Ability to stand, crouch, and kneel for extended periods.
- Experience working with dangerous cleaning chemicals.
- Knowledge of cleaning equipment and techniques.
- Basic mechanical and electrical knowledge.
- Ability to lift and manipulate heavy equipment.
- Knowledge of yearly water maintenance
- Ability to understand and comply with regulatory agencies

Chief Plant Operator

SALARY RANGE

CLASS CONCEPT:

Under the general direction of the General Manager, performs management level duties to plan, organize and supervise a staff of wastewater treatment plant personnel; to inspect, monitor and operate complex wastewater treatment, collection, maintenance and disposal equipment necessary to maintain safe standards throughout the system; to plan, organize and supervise the activities of the laboratory section; participates actively in the Operations Management team as assigned; and to perform related work as required.

Class Characteristics:

Positions in this class are responsible for the supervision of plant operation, and laboratory personnel and the day-to-day implementation of the District wastewater treatment and disposal system. Positions in this class are distinguished from that of Plant Operator in that the incumbents supervise, inspect, and assign work to all wastewater personnel. Positions in this class perform work which has variation, and which allows or requires a limited range of choice in the application of defined methods or procedures.

EXAMPLES OF ESSENTIAL DUTIES:

- Schedules and supervises wastewater plant personnel (1);
- Supervises, trains and evaluates the performance of operators and plant supervisory personnel (1);
- Recommends selection, promotion and discipline of personnel (2);
- Counsels' employees and processes informal and formal grievances.
- Establishes standards of performance (1);
- Prepares work schedules and work assignments (1);
- Checks and corrects work in progress and upon completion.
- Evaluates technical processes and support systems assuring compliance with the NPDES discharge permits (1);
- Is responsible for the operational recycled water function (1);
- Develops new and or revises existing operating procedures and submits for approval to the Assistant General Manager 1;

- Completes reports required by District, County, and State (2);
- Inspects, monitors, makes adjustments and controls the more complex treatment and disposal equipment, including switches, valves, meters, gauges and controllers (1);
- Assists others in the operation of treatment and disposal equipment.
- Replaces chlorine tanks as needed.
- Starts and stops pumps (2);
- Takes readings from meters and gauges (2);
- Checks tanks and pipes for leaks and wear (2);
- Checks motors and pumps for vibration (2);
- Operates hand and portable power tools when making emergency repairs (2);
- Reads and logs meters at each site (2);
- Makes adjustments to power loads in order to maximize efficiency of flow rate and exit pressure to electricity needed to produce the desired rate and pressure (3);
- Responds to emergencies for plant, pump stations and collection system (2);
- Makes operational adjustments based on laboratory results, reporting such results and/or problems to Assistant General Manager (2);
- Communicates necessary information to operations and maintenance personnel regarding test results (2);
- Maintains and updates quality assurance manual, laboratory hygiene plan and industrial waste records, inspections, and reports, providing the required documentation (3);
- Lubricates motors and pumps.
- Receives on the job training to perform qualified, specific tasks on de-energized high-voltage circuits, and energized or de-energized low-voltage circuits.
- Drives District vehicles, participates in plant public relations tours.
- Ensures that projects are completed within cost and time constraints;
- Prepares cost estimates and estimates of job material and equipment; and
- Performs related work as required.

(1)-The performance of this function is the reason the job exists.

(2)-There are limited employees among whom the performance of this function can be distributed.

(3)-This function is highly specialized. Employees are hired for the skill/ability to perform this.

TYPICAL QUALIFICATIONS:

Knowledge of:

- Operating concepts and complex, multi-faceted secondary and tertiary wastewater systems;
- Principles of supervision.
- All wastewater and recycled water discharge permit conditions issued by regulatory agencies having jurisdiction, including but not limited to, the California Regional Water Quality Control Board, and state and local health departments;
- Operating principles of pumping equipment associated motors and high voltage power systems.
- Operations record keeping procedures.
- The operation, capabilities, limitations, interrelationships and operating procedures of the district potable and non-potable water distribution systems;
- Variety of valves.
- Advanced mathematics applicable to the water/wastewater works trade.
- The operation of chlorinators and the safe handling of chlorine cylinders.
- Tools, equipment and methods used in the repair in the maintenance of pumps, valves and pipeline equipment.
- English usage: oral and written.
- Safety precautions pertaining to the work: operation of electrical and mechanical equipment, pumps and motors, laboratory, confined space, etc.
- Principles of hydrology and hydraulics.
- Control of effluent flow and pressures through gravity and pumping equipment.
- Theory and principles of electrically driven pumps, their output relative to their type and electrical power consumption.
- Methods of wastewater collection, treatment and disposal.
- Wastewater system pressure maintenance;
- Methods for monitoring industrial users and conducting inspections.
- Laboratory methods, materials, tools, and equipment.
- All current permits (NPDES, recycled water, etc.);
- All applicable laboratory regulations and reporting requirements for Federal, State and local agencies;
- Computer software programs (word processing, spreadsheet, database).

Ability to:

- Schedule and assign wastewater treatment and disposal operations work.

- Perform advanced-level water/wastewater systems operation work in the operation of wastewater.
- Analyze and evaluate laboratory samples for process control and permit compliance.
- Recognize unusual or dangerous operating conditions and take rapid appropriate action.
- Monitor and control treatment plant, laboratory, and lift station operations.
- Maintain accurate logs and records.
- Perform mathematical calculations related to the position.
- Troubleshoot wastewater, collection, treatment and disposal, laboratory system problems which require in depth understanding of the systems.
- Exercise judgment in determining necessary wastewater retention capacity levels.
- Use tools and make repairs to pumps, valves and motors.
- Make accurate inspections of operating equipment and assess the operational condition of the wastewater and recycled water equipment.
- Assist with industrial waste inspections.
- Read and write at a level sufficient for job success.
- Prepare written reports and cost estimates.
- Operate a personal computer/computer remote terminal.
- Maintain logs and records.
- Give safety presentations to plant and collections system employees.
- Write legibly.
- Understand and carry out oral and written instructions.
- Operate a vehicle observing legal and defensive driving practices.
- Establish and maintain effective relationships with those contacted in the course of work.

SUPPLEMENTAL INFORMATION:

Licenses and Certification

- Possession of a valid and appropriate California driver's license.
- Possession of current certification as HAZWOPER (Hazardous Materials Responder Training [24 hours]);
- Possession of valid certification as a certified Wastewater Treatment Operator, Grade III by the State of California State Water Resources Control Board.

- Possession of certification in Mechanical Technology, Industrial Waste Inspection, and Collections System Maintenance is highly desirable.

Training and Experience

Any combination of training, education and experience which demonstrates possession of the knowledge and abilities stated above and the ability to perform the duties of the position.

A typical qualifying entrance background is five years' experience in wastewater treatment, collection, maintenance and disposal where supervision of others is evident;

and

Completion of coursework in wastewater technology, supervision and safety;

or

Three years experience at or equivalent to the level of Plant Operator III in Malaga County Water District from which the incumbent has acquired the knowledge and abilities listed above

OTHER REQUIREMENTS:

Physical Demands:

- Walking: Moves about on foot often through uneven terrain.
- Carrying: Transports objects by holding them in hands or arms.
- Handling: Seizes, holds or works with hands, specifically operating valves, adjusting control knobs, hand and power tools, computer, and calculator.
- Lifting: Mechanically raises or lowers chlorine cylinders.
- Reaching: Extends hand and arms in any direction.
- Stooping: Bends body downward and forward by bending at the knees or waist.
- Climbing: Ascends and descends ladders up to 50 feet in height.
- Vision: Reads work tickets, meter dials, reservoir levels, data sheets, video messages, scales and gauges and operates District vehicles.
- Sitting: Drives through rough terrain and sits in District vehicles or at computer station for up to four hours per day.
- Talking: Communicates by phone and in person.
- Hearing: Hears well enough to receive communication by phone and in person.

Physical Strength:

- Lifting: Up to 50 pounds; infrequent exertion.
- Dragging: Up to 100 pounds of dead weight.

Environmental Conditions:

- Noise: Works in conditions with constant or intermittent noise.
- Temperature/Weather: Works outside with variations of temperature and weather.

- *This position may include periodic to frequent disagreeable working conditions including noise, dirt, fumes, vibration, heat, cold, dampness, sewage, wastewater solids and hazardous chemicals.*

Protective Devices Required:

- Hard hat, gloves, safety shoes, District uniform, Self-Contained Breathing Apparatus (certified fit test by registered industrial hygienist [beards, sideburns or mustaches which come between the facepiece-to-face seal are not permitted], and pass SCBA/respirator physical by licensed physician), respirator, hearing protection, safety glasses, chemical suits and seat belt.

Reasonable accommodations will be considered.

Lead Operator Requirements & Job Duties

Requirements

- Obtain and maintain a D2 Certificate (may be required to obtain T1)
- Obtain Tittle 22 Water Sampling Certificate
- Proficient in Excel, Word programs
- Report Directly to Regulatory Agencies (EPA, State Water Resources Control Board, San Joaquin Valley Air Pollution Control District, ETC....)
- Proper Record keeping
- Knowledge of Proper Budgeting
- Dealing with Contractors
- Knowledge of GIS maps
- Customer Service Skills
- Time Management Skills
- Delegate Duties to Others
- Able to lift 100 lbs.
- Knowledge of Water Meter trouble shooting and/or replacing
- Knowledge of Basic Well Maintenance
- Knowledge of Fire Hydrant Repairs
- Be On Call 24 Hours a Day

Job Duties

- Sample Wells and Distribution System (monthly)
- Sound Wells (monthly)
- Log and Maintain Backflow Certification Program (monthly)
- Check State Sampling Plan For Updates (monthly)
- Fill Out Monthly Well Pumping Graphs (Excel) (monthly)
- Fill Out Monthly EC & Nitrate Spreadsheet (monthly)
- Fill Out Monthly Well Sounding Graph (monthly)
- Fill Out Monthly Water Reports (monthly)
- Read Water Meters (monthly)
- Delegate Duties (monthly)
- Read Residential Meters (quarterly)
- Test Well Generators (quarterly)
- Flush Dead Ends (yearly)
- Flush and Maintain Fire Hydrants (yearly)
- Update GIS Map as Needed
- Special Sampling at Well Sites as Needed
- Repairs in The Water System as Needed
- Meet with Engineers as Needed

item 14.a.1.

From: [Moises Ortiz](#)
To: [Norma Melendez](#)
Subject: FW: Information on COVID Emergency Water Shut Offs Moratorium
Date: Monday, January 10, 2022 3:58:45 PM

From: lyris@swrcb18.waterboards.ca.gov <lyris@swrcb18.waterboards.ca.gov>
Sent: Wednesday, January 5, 2022 5:06 PM
To: Moises Ortiz <mortiz@malagacwd.org>
Subject: Information on COVID Emergency Water Shut Offs Moratorium



This is a message from the State Water Resources Control Board.

Many water systems have been reaching out with questions on water shutoffs now that the December 31, 2021 date has passed, and asking what that means for their system and customers. The law states that community water systems cannot discontinue water service due to nonpayment of past-due bills **before either of the following dates, whichever date is later** ([Health & Saf. Code, § 116773.4, subd. \(e\) \(2\).](#)):

- I. **December 31, 2021**
- II. For a customer that has been offered an opportunity to participate in a payment plan, the **date the customer misses the enrollment deadline for, or defaults on, the payment plan**. Note that **all** community water systems are required to notify customers of the opportunity to enter into a payment plan and that they have at least 30 days from the date of the notice to enroll in the payment plan. A community water system may not discontinue water service to a customer that remains current on a payment plan.

All community water systems regardless of size, whether participating in the Arrearage Program or not, must adhere to the Water Shutoff Protection Act ([Health & Saf. Code, § 116900 et. seq.](#)) notice and shutoff rules for discontinuing residential service due to arrearages accrued during the COVID-19 pandemic bill relief period.

If you have additional questions, please send them to dfa-communitywatersystemscovidrelief@waterboards.ca.gov. Thank you.

You are currently listed to drinkingwater_public_water_systems as: mortiz@malagacwd.org.

Division of Drinking Water Website: http://www.waterboards.ca.gov/drinking_water/

This email is being sent to you because you were identified by your agency as the Administrative Contact or Carbon Copy Contact for your water system. If you are not the Administrative Contact or Carbon Copy Contact for your agency, please contact the local Division of Drinking Water (DDW) District Office or your regulating agency.

For a map of the district offices, please go to http://www.waterboards.ca.gov/drinking_water/programs/documents/ddwem/DDWdistrictofficesmap.pdf.

item 14.a.2.

PROPOSED TEXT OF EMERGENCY REGULATIONS

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

Article 2. Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction purposes, unless no other method can be used to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be

based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of turf on public street medians or publicly owned or maintained landscaped areas between the street and sidewalk.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, December 14, 2021 at 6:00PM

item 15.a.

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

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

1. Call to Order: 6:00pm

- 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: Neal Costanzo, Norma Melendez and Moises Ortiz

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

4. Old Business:

- a. **Well and Storage Tank Project.** The Department of Water Resources has approved funding from Small Community Drought Relief Program for the Malaga County Well and Storage Tank Project of \$4,167,821.00. The term funding will be from December 2, 2021 to December 29, 2023.

For information and discussion. **Nothing to report.**

5. New Business:

- a. **Recreation A/C Replacement.** The a/c unit that serves the south office has a defective heat exchanger and is charged with R-22 refrigerant, an ozone depleting refrigerant. A quote was received from New England Sheet Metal states a recommendation to replace the unit with a new Carrier unit with ozone friendly refrigerant. The cost to perform this repair is of \$17,766.00.

Recommended action: for review and potential action.

Additional quotes needed. President Garabedian, Jr. suggests to the GM to notify himself and the VP once the best quote has been selected. Director Cerrillo, Jr. suggests contacting American Sheet Metal for a quote.

6. Sheriff Report:

- a. Quarterly report from Elaine Montoya in regards to crime activity in the community and surrounding areas and homeless update from Isaac Cervantes. Information only.
CSO, Elaine Montoya, reports continued robberies in the business/industrial area of Malaga. Homeless encampments continue to be monitored.

7. Incorporation Reports: None for this meeting.

8. Recreation Reports:

- a. Financial reports for bingo night of September, October, and November. **Nothing to report.**

VP Cerrillo reported that 99 toys and \$320.00 cash were donated at the Car Show Toy Drive which will be used for the Christmas program on December 18. Director Tovar, Jr. and General Manager Ortiz donated an additional \$100.00 each for a grand total of \$520.00 to be used to purchase additional toys for the Christmas program.

9. Engineer Reports:

- a. District Engineer Report: **None for this meeting.**
- b. CDBG Engineer Report: **Bid announcement for the fire hydrant project has been published. Last day to receive bids is January 5, 2022.**

10. General Manager's Report:

- a. Rain gutter job is complete at the recreation center. Only issue is that there is still a major leak.
- b. **Ordered sampler for the WWTF.**

11. President's Report:

- a. **President Garabedian, Jr. wishes everyone a merry Christmas and Happy New Year, then proceeded to gift Legal Counsel, Costanzo, a Christmas gift to thank him for a great year of service.**
- b. **Seeks to charge a 10-15% employee contribution for health insurance. Item to be added in the agenda for the first meeting in January.**
- c. **January retreat with the GM to be scheduled in January.**

12. Vice President's Report:

- a. **Vice President Cerrillo announced the change of date for the Christmas House Decorating Contest from December 17 to the 18th due to rain. Flyer must be sent out to the community, so they are aware of the change and time.**
- b. **Christmas parade scheduled for 11am on Saturday the 18th.**

13. Director's Reports:

- a. **Director Castaneda states there will be a rec. meeting on 12/15 to discuss the Christmas program. Rec. Christmas dinner will be one of the topics of discussion. She also made prize suggestions for the staff Christmas dinner.**

14. Legal Counsel Report: None for this meeting.

15. Communications:

- a. Written Communications: None for this meeting.
- 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.*

16. 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 November 24, 2021.
- b. Financial Statement and Accounts Payable Reports.

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

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

17. Closed Session: None for this meeting.

18. Adjournment:

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 7:33pm.

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 December 14, 2021 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 01/14/2022.

Norma Melendez

Norma Melendez, District Clerk

MALAGA COUNTY WATER DISTRICT
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
DECEMBER-2021
FINAL

item 15.b.

Wells Fargo Bank - Checking

Beginning Balance-November 30, 2021:	\$	599,864.51
Cash Receipts-Dec-21:		326,004.63
Bank Interest-Dec-21:		4.31
Bank Fees-Dec-21:		(77.00)
Credit Card Fees-Dec-21:		(477.55)
Credit Card Charges-Dec-21:		(2,513.32)
Disbursements-Dec-21:		(403,820.40)
Ending Balance-December 31, 2021	\$	518,985.18

County of Fresno

Maintenance Fund:

Beginning Balance-November 30, 2021:	\$	22,332.39
Property Taxes-Dec-21	\$	176,533.72
Ending Balance-December 31, 2021	\$	198,866.11

LAIF Account:

Beginning Balance-November 30, 2021:	\$	503,188.80
Qtrly Interest-Ending 09/30/21	\$	-
Ending Balance-December 31, 2021	\$	503,188.80

Self-Help Credit Union

Beginning Balance-November 30, 2021:	\$	51,855.82
Interest-Nov-21	\$	-
Ending Balance-December 31, 2021	\$	51,855.82

Zions Bank

Beginning Balance-November 30, 2021:	\$	540,859.00
Interest-N/A		-
Ending Balance-December 31, 2021	\$	540,859.00

Total Cash In Bank Accounts-December 31, 2021	\$	1,813,754.91
---	----	--------------

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

Malaga County Water District
Check Disbursement-December-2021

Num	Name	Memo	Amount
43123	AFLAC	Employee Withholding	-49.32
43124	Noble Credit Union	Employee Withholdings	-100.00
43125	Valley First Credit Union	Employee Withholding	-250.00
43126	A T & T Mobility	October-2021 Mobile Phone Service	-452.17
43127	Carmen Armenta	Reimb: Enchilada Supplies for Rec. Bingo	-68.33
43128	Carmen Armenta	Reimb: Rec. Bingo Prizes	-182.29
43129	Charles Burton Siverling Jr.	Reimb: Summer Alley Clean Up Supplies	-38.28
43130	CWEA	2022 CWEA Membership Renewal	-192.00
43131	P G & E	November-2021 Utilities	-31,786.77
43132	Roberta Marin	Security for Rec. Committee Dinner	-200.00
43133	Voided	Printer Error	0.00
43134	Voided	Printer Error	0.00
43135	Rod's Lawn Service	November-2021 Park Lawn Service	-2,160.00
43136	State Water Resources Control Board	T2 Renewal Certification-2022	-60.00
Direct Deposit	QuickBooks Payroll Service	Created by Payroll Service on 12/01/2021	-30,869.79
EFT Pmt	Internal Revenue Service	Federal Withholding	-11,359.02
ACH Pmt	Employment Development Department	CA Withholding	-1,837.71
ACH Pmt	Employment Development Department	Disability Withholding	-461.30
43137-43139	Employee Payroll	(1st) Payroll	-2,718.77
43140	Voided	Printer Error	0.00
43141	Fermin Martinez	Rec Committee Christmas Dinner	-3,100.00
43142	Voided	Printer Error	0.00
43143	Voided	Printer Error	0.00
43144	Atomic Gutierrez	Trophies for Primo's Toy Drive	-260.00
43145	Roberto Aleman	Lien for Rec. Committee Christmas Dinner	-140.00
43146	Charles Garabedian Jr.	December-21 Mtgs (4) @\$143.50	-574.00
43147	Charles Garabedian Jr.	In Lieu of Medical 01/22	-2,850.52
43148	Carlos Tovar Jr.	December-2021 Mtgs (4) @\$143.50	-574.00
43149	Frank Cerrillo Jr.	December-2021 Mtgs (3) @\$100	-300.00
**Check Sequence Off-New Boxes of Check Were Numbered Wrong.			
43650	Frank Cerrillo Jr.	In Lieu Benefits-01/22	-2,878.03
43651	Irma Castaneda	December-2021 Mtgs (6) @\$143.50	-861.00
43652	Irma Castaneda	In Lieu Benefits-01/22	-2,784.23
43653	Salvador Cerrillo	December-2021 Mtgs (7) @\$100	-700.00
43654	Salvador Cerrillo	In Lieu Benefits-01/22	-3,333.49
43655	Anthony Anaya	Reimb: Park/WWTF Maintenance	-696.78
43656	Custom Ornamental Iron	Voided	0.00
43657	A T & T	December 2021 Service-District Office	-807.83
43658	Ability Answering/Paging Services	December-2021 Answering Service	-96.60
43659	ACWA/JPIA	January-2022 Premium	-2,321.89
43660	Alert-O-Lite	Park/Rec. Maintenance Supplies	-100.14
43661	Allied Rodent Control	November-2021 WWTF Rodent Control	-350.00
43662	AquaSource	Chemicals for Pool	-2,915.33
43663	Badger Meter	November 2021 Online Meter Service	-447.67
43664	California Business Machines	Nov21-Feb22 Copier Ser/Plus Overage Aug-Nov21	-1,567.63
43665	California Industrial Rubber Co.	WWTF Maintenance Supplies	-39.78
43666	Citi Cards	Halloween Program/Rec Mtgs/Staff Etc.	-3,401.69
43667	Citi Cards	District Office Mtg Supplies/Nov21 Payroll Updates	-145.18
43668	City National Bank	Water/WWTF System Improvemnts Loan-Jan22 Pmt	-59,002.07
43669	Clark Pest Control	November-2021 Service-District Office/Center	-129.00
43670	Clark Pest Control	November-2021 Service-Water Dept	-65.00
43671	Code Publishing, Inc.	November-21 Updates	-120.15
43672	Core & Main, LP	Water Meter Supplies	-3,030.08
43673	Costanzo & Associates	October-21 Professional Services	-14,106.98
43674	Costco Membership	2022 Annual Membership	-420.00
43675	Culligan	November-2021 Water Service-WWTF	-17.85

Malaga County Water District
Check Disbursement-December-2021

Num	Name	Memo	Amount
43676	Culligan	November-2021 Water Service-District Office	-25.70
43677	Culligan	November-2021 Water Service-Water Shop	-33.55
43678	Electric Motor Shop	RAS Pump for WWTF Maintenance	-206.82
43679	Ernest Packaging	Maintenance Supplies Rec. Center	-554.76
43680	Fresno Pipe & Supply, Inc.	Park/Rec. Maintenance	-205.15
43681	Home Depot	November-2021 Maintenance/Supplies	-2,964.20
43682	Industrial Waste & Salvage	October 2021 Solid Waste Business	-39,270.71
43683	Industrial Waste & Salvage	November-21 District Dumping Fees	-785.17
43684	Industrial Waste & Salvage	November-2021 Solid Waste Residential	-6,405.52
43685	Integrity Networks	December-2021 WWTF-Internet	-275.95
43686	Jetters Northwest	WWTF Repair/Maintenance	-554.20
43687	Moore Twining Associates, Inc	November-21 Testing	-2,542.00
43688	Occupational Health Centers	Covid-19 Test for Staff	-270.00
43689	PC Solutions	Repair/Maint. Wifi System Water Shop	-1,087.50
43690	PC Solutions	December-2021 Service Maintenance	-1,678.75
43691	Pena's Disposal	December-2021 Shredding Service	-50.00
43692	Proactive Environmental Products LLC	Ground Water Monitoring	-791.80
43693	Productivity Plus Account	Sequoia Equip WWTF-Tire for Backhoe @WWTF	-511.32
43694	Provost & Pritchard	October-21 Engineering Service	-18,884.00
43695	Robert V. Jensen Inc.	November-21 District Fuel	-1,628.27
43696	Seattle Pump	WWTF Repair/Maintenance Flusher Trailer	-2,128.69
43697	Sherwin Williams Co.	Water Shop Repairs/Maintenance	-4,175.12
43698	SJVAPCD	22/23 Annual Permit-WWTF	-577.00
43699	Streamline	December 2021 Website Service	-200.00
43700	Telstar Instruments, Inc.	Repairs WWTF Sampler	-825.25
43701	TPX Communications	WWTF Phone Service December-2021	-563.21
43702	UniFirst Corporation	November-21 Uniforms/Supplies	-875.59
43703	United HealthCare	January-2022 Premium	-2,545.40
43704	USA Bluebook	WWTF Materials	-1,157.05
43705	Yamabe & Horn Engineering	Nov-21 Fire Hydrant Project #19451	-363.75
43706	Malaga County Water District	Replenish Petty November-2021	-182.15
43707	A T & T	December 2021 Service-Rec. Center	-480.47
43708	Citi Cards	Nov-2021-Rec.Comm Dinner/Dec21 Payroll Updates	-2,193.31
43709	Leaf	December-21 Copier Service	-371.63
43710	SWRCB Fees	WWTF Annual Permit-21/22	-33,783.00
43711	SWRCB Fees	21/22 Annual Permit-District Office	-3,326.00
43712	Malaga County Water District	Christmas Program-2021 Parade Cash Prizes	-600.00
43713	Malaga County Water District	2021 Staff Christmas Bonuses	-3,500.00
43714	Custom Ornamental Iron	Welding & Fabrication for WWTF Clarifiyer #1	-550.00
43715	Moises Ortiz.	Reimb for GM Vehicle Auto Detailing	-210.00
43716	Moises Ortiz.	ACWA Fall Pasadena Conference 2021 Mileage	-249.40
43717	Moises Ortiz.	Reimb For Rec Committee Food for Mtg	-82.04
43718	State Water Resources Control Board	DWTO Certification Renewal-2022	-60.00
43719	State Water Resources Control Board	2022 SWTO T3 Exam	-100.00
43720	AFLAC	Employee Withholding	-49.32
43721	Noble Credit Union	Employee Withholding	-100.00
43722	Valley First Credit Union	Employee Withholdings	-250.00
Direct Deposit	QuickBooks Payroll Service	Created by Payroll Service on 12/15/2021	-29,383.96
EFT Pmt	Internal Revenue Service	Federal Withholding	-10,439.34
Ach Pmt	Employment Development Department	CA Withholding	-1,588.29
Ach Pmt	Employment Development Department	Disability Withholdings	-432.00
43723-43724	Employee Payroll	(2nd) Payroll	-2,754.01
43725	Salvador M. Cerrillo.	1st Place Christmas House Decorating	-800.00
43726	Otilio Hernandez	2nd Place Christmas House Decorating	-400.00
43727	Ana Diaz	3rd Place House Decorating	-200.00
43728	Moises Ortiz.	Reimb: Christmas Toys For Program	-1,276.93

Malaga County Water District
Check Disbursement-December-2021

Num	Name	Memo	Amount
**Check Sequence Off-New Boxes of Check Were Numbered Wrong.			
43150	Citi Cards	November-21 Thanksgiving/Tree Lighting/Acwa	-10,345.14
43151	SWRCB Accounting Office	Safe Drinking Wtr Revolving Fund-Pmt #10 Jan-2022	-7,005.75
43152	AFLAC	Employee Withholding	-49.32
43153	Noble Credit Union	Employee Withholdings	-100.00
43154	Valley First Credit Union	Employee Withholding	-250.00
Direct Deposit	QuickBooks Payroll Service	Created by Payroll Service on 12/29/2021	-30,716.68
43155-43156	Employee Payroll	(3rd) Payroll	-1,659.77
EFT Pmt	Internal Revenue Service	Federal Withholding	-10,129.54
TOTAL:			-436,677.15