



**REGULAR BOARD MEETING AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Thursday, March 24, 2022 at 6:00PM**

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

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

**1. Call to Order:**

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

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

**4. 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 March 8, 2022.

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

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

**5. Old Business:**

**6. New Business:**

- a. **Park Pathway Project.** Proposal submitted by the KYA Group for the removal of the existing pathway material, and installation of a new concrete pathway. Total cost for the project is \$55,406.34.

Recommended action: for discussion and potential action.

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

- b. **Roof Resurfacing.** Proposal submitted by the KYA Group for the resurfacing of the recreation center and gym roof. This proposal does not include the resurfacing of the computer room roof. Total cost for the project is \$ 130,860.72.

Recommended action: for discussion and potential action.

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

- c. **Karate.** Alvaro Meneses and Cruz Delgado are interested in bringing back karate classes to the recreation center two days a week from 5:30pm to 7:00pm. Suggested days are one weekday and Saturdays, when center is not being used for events.

Recommended action: to give direction to the General Manager and approved use of recreation center for karate classes.

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

**7. Incorporation Reports:**

**8. Annexations and Developments.**

- a. List of District Projects.

**9. Recreation Reports:**

**10. Engineer Reports:**

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

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

**12. President's Report:**

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

**14. Director's Reports:**

**15. Legal Counsel Report:**

**16. Communications:**

- a. Written Communications:
  - 1. Fresno Metro Flood's Spring 2022 Flood Line Newsletter.
  - 2. Fowler High School scholarship timeline.
- b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three **(3)** minutes or less per individual/group per item per meeting, with a fifteen **(15)** minutes maximum.*

**17. Closed Session:**

- a. Potential Litigation. Government code section 54956.9(d)(2).

**18. Adjournment:**

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

**Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of March 24, 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 03/21/2022.

**Norma Melendez**

Norma Melendez, District Clerk



## REGULAR BOARD MEETING MINUTES

BOARD OF DIRECTORS MEETING of the  
MALAGA COUNTY WATER DISTRICT  
ARRIAGA COMMUNITY CENTER  
3582 SOUTH WINERY AVE  
FRESNO, CALIFORNIA 93725  
Tuesday, March 8, 2022, at 5:00PM

**item 4.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: 5:11pm

2. **Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.  
**Vice President Cerrillo not present at roll call. The VP arrived at 5:33pm.**  
**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. **Park and Recreation Center.** Walk through and continued discussion of park upgrades and repairs.

For Discussion.

**Board of Directors and those present walked around the park to discuss projects around the park, including re-pavement of the parking lot, picnic areas and landscape. Discussion was held. No reportable action.**

- b. **Fisher Investments.** Presentation from Matthew Cooksey who will briefly touch on the most pertinent parts of the firm and services, key areas they will make improvements for the company plan, and touch upon the original goals of creating the combination plans for both Employee and Company benefit.

For information.

**A brief presentation for the board to become familiar about the new retirement plan structure for District employees. Board of Directors is glad the district is moving in this direction.**

**5. New Business:**

- a. **Scholarships.** To discuss monetary amount for the Fowler High School scholarships. Eligibility criteria and essay topic has been submitted to Michelle Khan, Assistant Principal of Fowler HS.

For discussion and potential action.

**Board unanimously agreed to raise the scholarship amount to \$1,500. Direction given to the general manager to invite members to the scholarship committee who will read student essays and select scholarship winners.**

- b. **Motion by Director Cerrillo, Second by Director Castaneda and a 5-0 vote to add Cultural Event discussion to the agenda.**

**Edgar Ortiz called in to the meeting to discuss potential event for the first weekend in May. Individual reported the plans for the cultural event, objectives, and needs for this event. The board of directors gave the general manager to meet with Edgar the week of the 14<sup>th</sup> and to visit the park and discuss this topic further, in person.**

**6. Incorporation Reports:                      None for this meeting.**

**7. Recreation Reports:**

**Recreation meeting was held on March 7 to discuss the recreation committee bingo. Recreation staff to purchase 150 easter baskets and easter items for the Easter program of April 2.**

**8. Engineer Reports:**

- a. District Engineer Report: A memorandum has been submitted of updates and information. For Discussion. **Nothing to report.**
- b. CDBG Engineer Report: none for this meeting.

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

- a. Agreement for payment of water connection fees and cost.
- b. WWTF. Confined space training in preparation for lift station rehab.
- c. Rags, soap and grease a current problem at the wastewater plant.
- d. Recreation- back door at center needs to be replaced. Not closing.
- e. Pretreatment- Greentech is in full compliance.

**10. President's Report:                      None for this meeting.**

**11. Vice President's Report: None for this meeting.**

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

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

#### 14. 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.*

**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 February 22, 2022.
- b. Minutes of the Special Board Meeting of March 2, 2022.
- c. Financial Statements and Accounts Payable Reports.

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

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

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

#### 17. Adjournment:

**Motion by Director Castaneda, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 7:19pm**

#### 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 March 08, 2022 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 03/25/2022.

**Norma Melendez**

Norma Melendez, District Clerk



**item 6.a.**

**PREPARED FOR**

Moises Ortiz

Malaga Community Center

moisesortiz0905@gmail.com

02/16/2022

Malaga CC - Path Around Entire  
Property / Resurface with Concrete

***Proposal Number*** 1-4-23326

Contact

Lori Aubin

1800 E. McFadden Ave.

Santa Ana, CA

(559) 474-1081

Lori.Aubin@thekeyagroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379



Proposal: 1-4-23326

To: Malaga Community Center  
3582 S Winery Avenue  
Fresno  
California  
93725

Date: February 16, 2022  
Terms: Net 30

c/o: Malaga Community Center  
RA: Lori Aubin  
RA Phone: (559) 474-1081  
RA Email: Lori.Aubin@thekyagroup.com  
Site: Malaga Community Center  
Address: 3582 S Winery Avenue  
93725

Site Qualifications and General Scope of Work

DIR # 1000003379

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO.

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-4-23326*





# SCOPE OF WORK - PRICING

Malaga CC - Path Around Entire Property / Resurface with Concrete	Quantity	U/M	Price	Value
<u>Remove and dispose of existing rubber track. Form and pour 4" of 2500psi concrete on walkway measuring 4' x 1,278'</u>	1.00	EA	\$54,657.53	\$54,657.53
<u>Bonding Fee</u>	1.00	EA	\$748.81	\$748.81
Total Price				\$55,406.34

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-4-23326*



# CONDITIONS AND WARRANTY

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## 1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

## 2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

## 3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

## 4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

## 5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

## 6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

## 7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

## 8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials \_\_\_\_\_



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials \_\_\_\_\_



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the  
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature:

*Lori Aubin*

By: (Print)

By: (Print)

Lori Aubin

Title:

Title:

Regional Advisor

Date:

Date:

February 16, 2022

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-4-23326*



**PREPARED FOR**

Moises Ortiz  
Malaga Community Center

moisesortiz0905@gmail.com

**item 6.b.**

02/28/2022

Malaga Community Ctr. -- Roof  
Resurfacing

***Proposal Number*** 1-4-23312

Contact

Lori Aubin  
1800 E. McFadden Ave.  
Santa Ana, CA  
(559) 474-1081

Lori.Aubin@thekeyagroup.com

Pages 6

CA LICENSE #984827 B + C15  
DIR #1000003379



Proposal: 1-4-23312

To: Malaga Community Center  
3582 S Winery Avenue  
Fresno  
California  
93725

Date: February 28, 2022  
Terms: Net 30

c/o: Malaga Community Center  
RA: Lori Aubin  
RA Phone: (559) 474-1081  
RA Email: Lori.Aubin@thekyagroup.com  
Site: Malaga Community Center  
Address: 3582 S Winery Avenue  
93725

Site Qualifications and General Scope of Work

DIR # 1000003379

Client to remove from the roof any unnecessary/abandon equipment prior to start of project.

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote. Unless otherwise stated, delivery times are 10-12 weeks upon receipt of approved PO.

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-4-23312*



# SCOPE OF WORK - PRICING

Malaga Community Ctr. -- Roof Resurfacing	Quantity	U/M	Price	Value
<u>Supply all Materials and Labor for Rec Center and Gym Roof Resurfacing</u>	1.00	EA	\$129,092.16	\$129,092.16
<u>Bonding Fee</u>	1.00	EA	\$1,768.56	\$1,768.56
Total Price				\$130,860.72

Initials \_\_\_\_\_

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*Proposal Number 1-4-23312*



# CONDITIONS AND WARRANTY

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## 1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

## 2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

## 3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

## 4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

## 5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

## 6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

## 7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

## 8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials \_\_\_\_\_





9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials \_\_\_\_\_



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the  
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature:

*Lori Aubin*

By: (Print)

By: (Print)

Lori Aubin

Title:

Title:

Regional Advisor

Date:

Date:

February 28, 2022

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-4-23312*



# RUBBERIZED SILICONE ROOF COATING 44-300 WHITE



## PRODUCT DESCRIPTION

Uniflex® Silicone44™ Rubberized Silicone White Roof Coating is a premium silicone rubber roof ideal for ponding water.

## GENERAL USES

Metal, single ply, smooth BUR, APP, SBS, modified bitumen, polyurethane foam, cured concrete, existing asphaltic and elastomeric roof coatings and other approved surfaces.

NOT for use on roof shingles.

EPDM rubber roofs must be rinsed with KST Bond-It designed for EPDM roofs. An adhesion peel test must be performed to ensure proper adhesion prior to application. Other roof substrates including TPO, PVC, metal or asphalt may require primer before application. All Mod Bit and Asphalt surfaces must be aged and no substances present that can bleed through and cause discoloring. All single ply such as TPO, PVC and EPDM must be aged to ensure proper adhesion.

## PACKAGING INFORMATION

### SKU

KST044300-27  
KST044300-20

55-gallon drum  
5-gallon pail

## PRODUCT CHARACTERISTICS

Color	White
Vehicle Base	100% Silicone
Weight per Gallon	11.05 +/- .5 lbs
Solid by Weight	95%
Solid by Volume	95%
Viscosity (ASTM D 562)	7,098 cps
Dry Film Thickness (@ 5 Gallons 250 sq./ft.)	30 mils
Dry Time	
Rain Safe	60 minutes
Exposure	4-6 hours
Between coats	6 hours minimum
Full cure @ 70 °F, 50% relative humidity	72 hours
<i>Drying Time is temperature, humidity and film thickness dependent</i>	
VOC	< 50 g/L
pH @ 77 °F	8.0
Flash Point	>247 °F
Clean Up	Virgin Mineral Spirits or Naptha

## PERFORMANCE CHARACTERISTICS

Elongation	315%
Tensile Strength	250 psi
Tear Resistance (ASTM D 624)	25 lbs/linear feet
Permeance (ASTM E 96 Procedure BW)	7.2 US perms
Solar Reflectance Index	110
Reflectivity	0.90
Thermal Emissivity	0.90

## SURFACE PREPARATION

All surfaces should be clean and dry. Application to a wet or damp surface will compromise adhesion. Treat rust with proper primer. If mildew is present, surfaces should be cleaned with a proper bleach solution (one part bleach to 2 parts water). It is necessary to pressure wash all surfaces (using a wide spray tip, minimum 2000 psi) before applying this roof coating. A pull test sample should be done on all roofs to verify proper long term adhesion. Asphalt-bleed blocking primer is recommended over asphalt substrates to limit staining and discoloration. Repair cracks and damaged areas with Uniflex SILICONE44 Rubberized Silicone Roof and Flashing Sealant. Allow all sealants and primers to fully cure per manufacturer directions prior to top coating.

**PRECAUTIONS:** For exterior use only. Protect building inlets from product vapors or fumes. DO NOT allow product to freeze. Protective clothing, gloves and eyewear should be used during application of these products. When transporting this product, ensure that lid is tight and pail secure and upright. DO NOT allow pail to tumble as this may cause lid to loosen and leakage to occur. Do not transport on passenger seats or inside the passenger compartment of any vehicle. Store product in the cargo area of vehicle, and secure over protective cloths to prevent damage due to accidental spills. For longest life, store in controlled environment, 45°F- 80°F. Avoid continual storage in direct sunlight or at temperatures above 99 °F. Seal container when not in use. Do not walk on coating until fully cured. The contents of this container are reactive with moisture in the air. Curing starts immediately upon opening and opened product cannot be returned. Use all contents within one day of opening. DO NOT reuse empty containers.

Ponding water creates excessive weight on roofs and may compromise structural integrity leading to a potential collapse hazard. Always follow the National Roofing Contractors Association guidelines to remove ponding water from roof surfaces. **SLIP WARNING:** Use extreme caution when walking or working on silicone coated surfaces, and apply traction promoting particles in coating if needed for walkway areas. If there will be foot traffic on roof after installation (and cured), embed 40 - 60 lbs. of #11 ceramic granules per 100 sq ft into top layer of coating to create a non-skid finish. Surfaces without granules are slippery when damp or wet. Use OSHA approved fall protection when on roof surfaces



# RUBBERIZED SILICONE ROOF COATING 44-300 WHITE



## APPLICATION CONDITIONS

Ideal application is when surface and air temperatures are between 45 °F and 99 °F. Do not apply to roofs when air temperatures exceed 120 °F. Surface must be completely dry including dew before applying. Apply on a clear, dry day with a max humidity level of 70%. DO NOT apply if heavy dew or rain is expected within 2 to 4 hours. KEEP FROM FREEZING.

FOR EXTERIOR USE ONLY. DO NOT THIN.

## APPLICATION

**NOTE:** Material may experience separation while in storage with clear material surfacing to the top. Recommend a thorough manual stir and mix of the product prior to application. Power agitation may entrain air into the product if not performed at a slow speed. DO NOT machine shake. Pour product onto roof surface and spread using a roof brush or notched squeegee to achieve a dry film thickness of 30 mils. Backroll with a 3/4" nap roller to fill voids and create a uniform finish. Avoid excessive rolling. If using an airless sprayer, a hydraulic pump with 5,000 - 7,000 psi and a .531" tip is required. If using airless sprayer, clean sprayer using virgin mineral spirits. Coating application options: If one coat application is desired, apply 1 coat at 50 sq/ft per gallon. If applying in 2 coats, apply each coat in 1 gallon per 100 sq/ft. Finished coverage will be the same, at covering 250 sq/ft of roof surface per 5 gallon bucket. DO NOT apply if heavy dew or rain is expected within 2 to 4 hours. Refer to UNIFLEX Fluid Applied Roofing Systems Specifications as application rate and technique may vary with substrate type.

## WARRANTY

Uniflex and The Sherwin-Williams Company warrants Silicone44™ Rubberized Silicone Roof Coating to be free from defects in materials and manufacturing. Under this warranty, we will provide, at no charge, a quantity of Silicone44™ Rubberized Silicone Roof Coating sufficient to replace any Silicone44™ Rubberized Silicone Roof Coating proven to be defective when applied according to our written instructions and in applications recommended by us as suitable for the product. **THIS LIMITED WARRANTY IS THE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST UNIFLEX AND THE SHERWIN-WILLIAMS COMPANY REGARDING THE PRODUCT. IN NO EVENT SHALL UNIFLEX OR THE SHERWIN-WILLIAMS COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE PRODUCT.**

Since methods of application and on site conditions can affect performance, **UNIFLEX AND THE SHERWIN-WILLIAMS COMPANY MAKE NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PRODUCT, AND UNIFLEX AND THE SHERWIN-WILLIAMS COMPANY HEREBY DISCLAIM ALL SUCH OTHER WARRANTIES.**

## DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of KST Coatings- A Business Unit of the Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of the publication. Consult your Uniflex Technical Representative to obtain the most recent Product Data Information.

If further information is needed, contact Uniflex Technical Service at  
1-888-321-3539

Revised 8.03.2021

## item 8.a.

### Funding Applications –Status

1. Shady Lakes MHP Consolidation – pending funding commitment
2. MCWD WWTF Improvements – pending funding commitment
3. Well 3A – funds allocated by DWR, pending contract
4. Tank at Well 3 site – funds allocated by DWR, pending contract
5. Well 5A – funds earmarked by Fresno County, pending contract
6. Tank at Well 5 site – application submitted to Fresno County
7. Tank at Well 7 site – application submitted to Fresno County
8. CDBG Nitrate Reduction application submitted to Fresno County

### Annexations:

1. Large Parnagian annexation proposed near Peach and Central.

Pending comments from LAFCo. Submitted March 27, 2018.

Status of updated CEQA documents?

Status of LAFCo review?

## Anticipated Schedule?

County of Fresno requesting comments on request for Re-zone. A draft "Intent to Serve" has been prepared.

Understood that Parnagian's engineer still needs to prepare supporting documentation to the environmental (ie. traffic/transportation).

### 2. DDG Annexation at NE corner of Willow and Central

Pending application from DDG.

Pending Re-zone by the County

Comments in the form of an "Intent to Serve" were prepared in response to a request from the County.

### 3. Assemi development

The Update to the MSR is being processed to include an expansion of the SOI to accommodate the proposed development. The Update to the MSR will also identify the ultimate area requested (east to Sunnyside and south to the SKF boundary), plus identify the intent to incorporate.

Status – no specific request from Assemi to date

Pending update to the EIR.

## Developments:

1. SPR 7966 for District review of P&P comments – Jamail Singh Development
  - a. Received second set of plans from developer. Returned with comments on 2-15-17.
  - b. No new information.
2. Proposed development at Central east of Peach. A Site Plan Review (No. 7970) has been received from the County of Fresno.
  - a. Comments have been returned. No specific improvement plans have been received yet. The project would require annexation of the subject property and two other adjacent properties.
  - b. No new information.
3. Tentative Tract 8220 (Chestnut Ave)
  - a. No information has been received since September 2020.
4. SPR 8180 (Chestnut Ave)
  - a. Concerns about water supply and sewer service. Concerns about overall capacity
  - b. Response was sent to the District and County.
  - c. Contingent upon a new MCWD well.
  - d. Need to prepare a Letter of Intent to Serve
5. SPR 8181 (Central Ave)

- a. Concerns about water supply. Concerns about WWTP capacity.
- b. Response was sent to the District and County.
- c. Contingent upon a new MCWD well.
- d. Need to prepare a Letter of Intent to Serve

6. New construction east of Kroeker on Chestnut

There is an unauthorized development is proceeding immediately adjacent to the District boundary. This private well went dry and the District has issued a conditional will-serve letter to allow them to connect with water service.

It is understood that the well went dry and the site might now have a water connection to the District?

The recommendation was that the property annex to the District.

7. SPR 8201 Chestnut and Cartwright (Enterprise Truck Rental)

Improvement Plans are complete. Pending construction.

8. SPR 8208 Bagley and Malaga

Comments have been returned to the County April 2021.

9. SPR 8241 Minnewawa near Muscat

Comments have been returned to the County

Contingency up on a new MCWD well



Prepared a Letter of Intent to Serve

10. SPR 8244 Peach near Malaga

Comments have been returned to the County

Contingent upon a new MCWD well.

No sewer available.

Need to prepare a Letter of Intent to Serve

11. SPR 8247 Willow and Muscat

Comments have been returned to the County

New development at the old Ridglass site.

**Big December for rainfall, and that was all**



Submerged soccer goals

Landscaped Basin "M" (N/Shaw, E/First) does its primary job of capturing and keeping stormwater

Photo: Nathan Lawson, Field Tech

December 2021 saw a series of storms drop a healthy 3.64 inches of rain on the Fresno/Clovis area. This total is well above the December average of 1.65 inches identified by the National Weather Service, and the December 2020 rainfall total of just 1.14 inches. The urban storm drainage system that serves Fresno and Clovis collected and cap-

tured virtually all of that water for future community use as groundwater. The network of more than 150 stormwater basins and 700 miles of pipeline performed as they were designed, and kept water safely contained and prevented community flooding, to which our area is naturally prone.

**'Big December' continued on page 7**

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## Message from the General Manager



**Peter Sanchez**

In some circumstances, two years goes by in the blink of an eye. In others, two years can seem like an eternity. The two years since COVID-19 altered the flow of daily life for virtually the entire world, have seemed like an eternity. For half of that time I have been General Manager of the District and have come to understand the countless ways operating in a pandemic impacts the way an organization functions. The most serious of which is the impact on the health of people who work here, their families, and people we work with outside of the District. Several staff members have been sick with COVID-19, including me. In fact, I am in quarantine at home as I write this story. Fortunately, all have recovered and are doing well. However, some have lost people close to them, who did not recover from their illness.

While illness and death are unavoidable facts of life, and are handled by people every day, it's the concentrated and

widespread occurrence of these that makes the last two years dramatically different in our collective community life. Something that has shone through in these difficult times has been the care staff have shown for each other, and for colleagues at other agencies and businesses the District works with. That isn't easy to do in a physically separated environment, but it is important.

The world keeps moving, and this issue is full of encouraging examples of that. On the opposite page is a story that shows what we do together can have positive impacts far into the future. What Fresno voters did, by a 5-1 margin, in 1956 was important to the future of their city. Their action allowed the creation of the District, and over the past 66 years has allowed hundreds of Board Directors and staff to be of service to the community, later expanded to include service to the City of Clovis.

We take public service seriously here at the District, and are thankful for the opportunity to continue to serve, no matter the circumstances.



## Journey to the center of the Earth (confined space training)



**In turns they went down the hatch** - All District Operations and Construction Inspection staff took a turn in the harness for confined space field training, following class training. Shown descending are Ryan Schiebelhut (l) and Chris Gonzales (r).

In the course of their work, several members of the District staff sometimes have to get underground. To stay safe, training exercises are done that cover every step involved in getting in and out, and working underground in confined spaces. The course description explains, "Entering a confined space can be one of the most hazardous water agency

tasks if proper safety procedures are not implemented correctly." Training covered, "Basic pre-entry, entry, and post-entry procedures such as monitoring and ventilation techniques to safely perform work in confined spaces...and the duties of supervisors, entrants, attendants, contractors..."

Shown here are some of about 20 Facilities Tech, Telemetry Tech, and Construction Inspection staff who participated in the training, with cameo

appearances by Berta Mims, Assistant Manager-Administration, and Jarrod Takemoto, Operations Engineer. The training was held at the District's basin on Shields, west of Clovis Avenue near the airport.





# Paved streets: A benefit of storm drainage construction?

## Storm Sewers Job May Bring Paved Streets

A start on replacing Fresno's oiled surface streets with permanent paving may result from the installation of storm sewers in the metropolitan area.

During the construction of the major works of a proposed comprehensive flood control and storm sewer system, it is contemplated nearly 30 miles of city streets would be torn up.

Under present city policy the streets would be replaced with the same type surface which existed previously. In nearly all instances this would be oiled dirt.

### Suggest Paving

However, Fresno Chief Administrative Officer Robert N. Klein and Fresno Public Works Director M. J. Carozza suggested to the directors of the Fresno Metropolitan Flood Control District yesterday afternoon the possibility of permanent paving.

Of the 44 miles of streets which would be disrupted in any storm sewer construction nearly 30 are within the city.

A special bond election to provide funds for the storm sewer construction program will be held in conjunction with the regular Fresno City election next April.

### Schedule Talks

Preliminary talks will be held within the next few days on possible legal and engineering hurdles to be cleared to achieve a permanent paving program.

The first meeting will be between Klein, Carozza, County Public Works Director Samuel M. Black, Blair-Westfall Associates, engineer-manager for the district; Harold V. Thompson, the district's legal adviser; Robert M. Wash, the county counsel, and Chalmers E. Lones, deputy city attorney.

Chairman Ray Provost appointed a committee from the flood control board to follow through and make a recommendation on paving to the full board. The committee members are Provost, Norman S. Foley, chairman of the county board of supervisors, and City Councilman J. D. Stephens.

### Suggest Methods

Tentatively these methods have been suggested:

1. Reduce some of the engineering criteria in the city—use smaller pipe, for instance—to make more of the bond money available for street replacement and require proportionately less than originally contemplated for the actual storm sewer works.

2. Put an additional bond issue for permanent street paving before the city voters to be balloted on concurrently with the proposal for the flood control system funds.

3. Have the flood control district turn over to the city, in a lump sum, the amount of money which it would have to spend to restore the streets and let the city get the best job it can with the money.

Klein and Carozza explained they are interested, from the city's point of view, in coming up with permanently paved, properly graded streets, catch basins to take the pressure from some of the most critical flood areas and a method of disposing of flood and excess storm water.

### Outlines Program

The program as now contemplated by the district under the engineering feasibility report of its consulting engineer, George S. Nolte, proposes putting in the major outfall and other disposal features under bond issue financing.

The collector works to bring the water from the individual areas to the large disposal conduits would be financed through individual assessment districts. Presumably, until the individual district had indicated willingness to go ahead with the collector works on the assessment district basis, the major disposal features to serve that area would not be put in place.

Carozza told the board:

"It is my idea to work out some way to trade dollars on this thing.

"It looks as if we will have bought a system without picking up the water along the way. We ought to try to make some part of it operative as we go along.

"I would suggest a study of keeping the issue in dollars exactly where it sits and through a reduction in pipe sizes and some other economies get some streets and catch basins in the bargain."

Klein also stressed he was proposing only a study of what might be worked out. He declared:

"I believe it is possible for the city to take the responsibility, if necessary, for reducing some of the criteria and build 30 miles of new streets and install, at the same time, catch basins to at least carry the floods out of some of the main intersections.

"We should look into a way to make a beginning now on something which has to be done one way or another, namely making an inroad on the delinquency of the street system. There is nothing the people are more aware of than the sadness of our streets.

"After study this might turn out to me unfeasible. If it does, then forget it."

This undated 1956 Fresno Bee Newspaper story describes one of the anticipated benefits of building a first-ever storm drainage system in Fresno - paved streets.

## A look back for perspective

It is hard to imagine now, but oil dirt streets in Fresno were the norm just a few decades ago. Not paved streets, not curbs and gutters. Long-time Fresno area residents will remember this as the way it was, and they will remember what road conditions for driving and walking were like after every rain storm. Those who came later know only paved city streets, curbs and gutters, storm drainage service, and the unconsidered conveniences they provide.

As we talk about from time to time in this newsletter, in 1956 Fresno voters created the Fresno Metropolitan Flood Control District to solve recurring storm drainage and flood control problems. Another common theme in our communications is the organizational commitment to drawing multiple public benefits out of publicly funded infrastructure. Helping to spur paving of city streets for improved public health and safety, while building infrastructure for other public health and safety benefits is an impactful two-fer made possible because of voter action.

In an excerpt from a past District-sponsored anniversary special section in the Fresno Bee, "By the 1950's, even the smallest rains caused problems. Runoff from modest rains caused sewers to pour raw sewage into the streets, and flooded homes and businesses. Larger storms caused the foothill streams to overflow, inundating hundreds and thousands of acres, damaging farms and cities." Raw sewage. Into the streets. There was no dedicated storm drainage system of pipelines and stormwater basins yet, and in many places, streets drained to the sewer system.

The December rains that preceded the June 1956 vote produced the highest December rainfall on record. It is a record that still stands according to the National Weather Service, with 6.73" of rainfall recorded in December 1955.

Storm drainage pipeline construction that started in the late 1960's and may have helped lead to paved streets in Fresno, did create a separate system to handle storm drainage that eliminated the periodic overwhelming of the sanitary sewer system by storm runoff. That urban storm drainage system did its work during recent storms in Fresno and Clovis.

## Been there, paved that

But, just once, instead of twice. Coordination with the City of Fresno, City of Clovis, and County of Fresno on projects that involve trenching in streets means that whenever possible, streets are dug up once and

worked on for simultaneous public works projects. Such project timing means less is spent in public funds, and less inconvenience to people in dealing with lane closures or detours on the paved streets we now have.

## Board awards 2022 Clean Stormwater Grants



Clean Storm Water

At its December 15, 2021 meeting, the District's Board of Directors awarded \$24,525 in Clean Stormwater Grants to fund six environmentally-focused community projects and 10 field trips to Scout Island Outdoor Educational Center on the San Joaquin River.

### Funding Tiers

Funding is offered in three tiers:

1. Up to \$4,000 for projects that help meet high priority objectives of the District's Clean Stormwater Program,
2. Up to \$2,000 for projects related to stormwater, and
3. Up to \$2,000 for field trips to Scout Island Outdoor Education Center.

Examples of high-priority projects are stream or river clean-up events, low-impact development that keeps stormwater on-site and out of the gutter, urban trash reduction or elimination, integrated pest management (IPM), and research projects related to stormwater. If you are thinking of applying next year, but would like more information, contact the District's Environmental Resources Department, at (559) 456-3292 or [info@fresnofloodcontrol.org](mailto:info@fresnofloodcontrol.org) (subject line: Grants) to talk about your organization's ideas.



### Projects funded:

#### High-priority community projects

Organization	Project Type	Awarded
Ahwahnee Middle School, Fresno USD	Rain Garden	\$800
US Green Building Council	River Clean-up	\$2,000
RiverTree Volunteers	River Clean-up	\$2,400
Big Picture High School	Rain Barrels	\$3,787
Big Picture High School	Recycling	\$3,133
Boy Scouts of America	River Clean-up	\$4,000

#### San Joaquin River class field trips

Organization	Awarded
Houghton-Kearney K-8, Central USD	\$440
Ahwahnee Middle School, Fresno USD	\$585
Temperance-Kutner Elem., Clovis USD	\$1,150
Clovis Online School	\$900
American Union Elem., Washington USD	\$450
Bethesda Lutheran School	\$600
Gettysburg Elem., Clovis USD	\$2,000
Girl Scouts of America	\$580
Live Again Fresno	\$1,080
St. Helen's Catholic School	\$620

## District benefits from local Boy Scout's Eagle Project

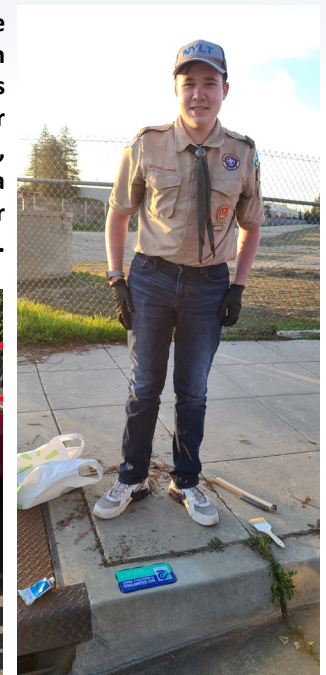
The Eagle Scout Service Project is the culmination of the Scout's leadership preparation through the Boy Scouts of America program and is a prerequisite to attaining the rank of Eagle Scout—the highest achievement and rank in the program. Since its inception in 1911, only four percent of all Scouts have earned this rank. The Eagle Project is a chance for the Scout to demonstrate leadership of others while performing a project for the benefit of their community.

The District had the pleasure of working with Darren Vaughn, a Scout in local troop 153, on his Eagle Project to install storm drain inlet markers in two drainage areas with a total of 92 inlets. Having been instructed by one of the District Technicians, Mr. Vaughn led his troop in the process of how to remove old and damaged markers, prep the surface for a new marker, and final installation.

On January 24th, 2022, Mr. Vaughn was officially honored and designated as an Eagle Scout!

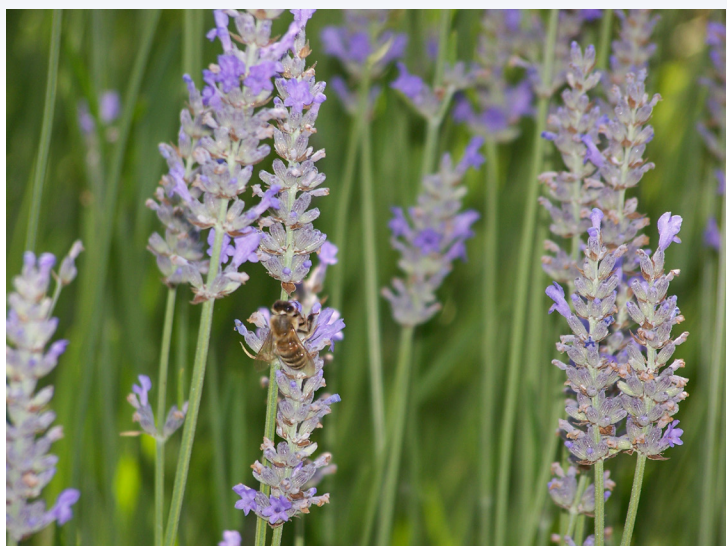


**Eagle Scout candidate Darren Vaughn instructs volunteers on storm drain marker installation (below), and stands with a completed marker install (r).**





# Get ready for spring with less-toxic yard & garden products



Sunshine and longer days can inspire renewed attention to getting yards and gardens in shape. For many of the pests and weeds you routinely need to handle, there are choices other than the standard chemical products. As you make your list of yard and garden products to buy this spring, please keep in mind there is a surprisingly large selection of less-toxic products to choose from.

## What to choose

Two great information resources the District recommends:

- Our Water, Our World (OWOW), [ourwaterourworld.org](http://ourwaterourworld.org)
- University of California Agriculture and Natural Resources (UCANR) Cooperative Extension in Fresno County: [ucanr.edu/sites/mgfresno/IPM\\_Outreach/](http://ucanr.edu/sites/mgfresno/IPM_Outreach/)

Benefit from the extensive research done by foremost experts in the field to discover what works and what to do to keep your yard happy and healthy, for you, your family, your pets, and wildlife.

## Integrated pest management - more than products

Integrated pest management, or IPM, is essentially taking a little extra time to observe and identify the pests or diseases in your garden, then choosing the least toxic

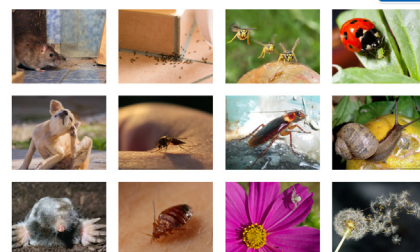
options to fix the problem. As explained on the UCANR website, “With IPM, you take actions to keep pests from becoming a problem, such as by growing a healthy crop that can withstand pest attacks, using disease-resistant plants, or caulking cracks to keep insects or rodents from entering a building. Rather than simply eliminating the pests you see right now, using IPM means you’ll look at environmental factors that affect the pest and its ability to thrive. Armed with this information, you can create conditions that are unfavorable for the pest.”

OWOW is an award-winning partnership between city- and county-based water pollution prevention agencies and garden centers and hardware stores that sell pest control products.

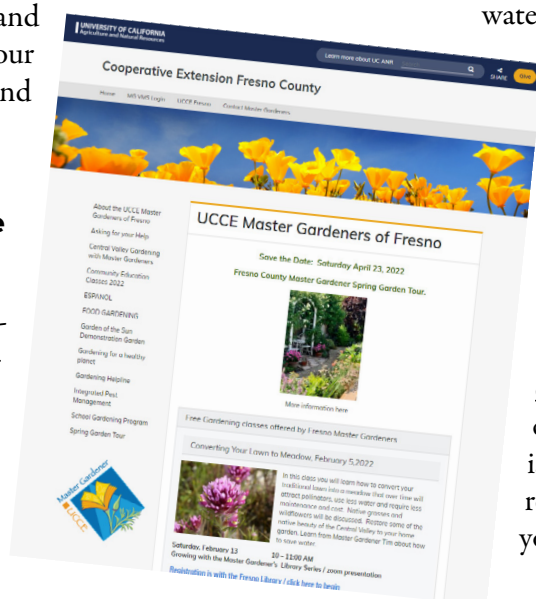
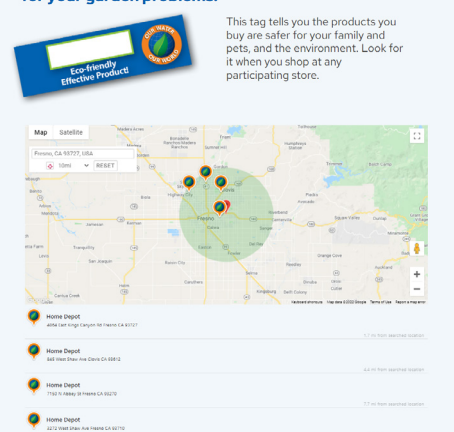
UCANR is the academic home of the Master Gardeners program. The District has fruitful 20+ year partnerships with both OWOW and the U.C. Master Gardeners of Fresno to help make it easy for people to protect storm-water quality by

making simple changes at home.

To see what’s happening locally, including special events and free classes taught by knowledgeable and experienced Master Gardeners, visit [ucanr.edu/sites/mgfresno/](http://ucanr.edu/sites/mgfresno/). Expertise is just an e-mail away, thanks to the Master Gardener helpline, [mgfresno@ucdavis.edu](mailto:mgfresno@ucdavis.edu). Have a gardening question? Not sure what you can do with that shady spot in your yard, or what bug is eating your plant? Master Gardener volunteers can research your question and find the best solution for your garden.



Find stores in your area that carry less toxic solutions for your garden problems.



# New State Seal of Civic Engagement program launched

Guest writers:



**Dr. Hueling M. Lee**  
*Executive Director of  
Authentic Preparation  
Today*



**Kyle Packham**  
*Advocacy and Public  
Affairs Director, California  
Special Districts  
Association (CSDA)*

**Fresno Unified School District (FUSD) students are now eligible for California's new State Seal of Civic Engagement!** The State Seal of Civic Engagement (SSCE) was approved by the State Board of Education in September 2020. Roll-out is happening across the state. FUSD, the third largest school district in California, has been a strong proponent of student civic engagement. It created a local Silver Cord as a pilot program and will support FUSD students to access the SSCE this school year.



The SSCE provides recognition for high school juniors and seniors who demonstrate excellence in civics education and participation. The California Department of Education will provide an embossed gold seal to be added to student transcripts,

diplomas, or certificates of completion.

## Students need civic and community engagement opportunities

FUSD aims to provide access to California's new SSCE. Through the SSCE, we can all support students' understanding that each of them matters and belongs in our democratic society, that they have the right and responsibility to make the world, and their community a better place. And, they need opportunities to practice using their knowledge, voice, and agency to serve their community. Partners in the local government and non-profit community can offer these real-world learning opportunities.

The California Special Districts Association (CSDA), of which the Fresno Metropolitan Flood Control District is a member, is an active champion to promote the SSCE throughout California. Special districts provide the most local of local services and are created to meet local community needs. Examples include flood control and urban storm drainage (as provided by FMFCD), fire protection,

parks, recreation, sanitation, cemeteries, libraries, irrigation, mosquito abatement, water, and health care. With over 2,000 special districts in California, and more than 30,000 across the United States, special districts are the most common form of local government.

The SSCE is an excellent opportunity to collaborate with schools to model and support civic and community engagement. As public entities and community stewards, special districts want the public and students (who will soon become voting community stakeholders) to understand the important role special districts play. By engaging with students, special districts also foster a pipeline of community stewards to support their mission either as district staff or as advocates or ambassadors to support ongoing district operations for generations to come.

This opportunity is open to other local government and public benefit non-profit organizations, too. Can your organization offer activities, instruction, or exposure to students to serve the community, the public, or common good?

## Possibilities could include:

- **Student projects or activities, ideally in collaboration with peers, that will help students:**
  - Better understand the problems your organization addresses
  - Support your organization's mission through research (online or through surveys, interviews, or conversations) and practice acquiring multiple perspectives to explore the root causes, in order to identify more effective ideas to meet your organization's mission
  - Build public awareness of an issue or problem and foster public support
  - Engage with key decision-makers to advocate their ideas for a specific course of action
- Offer mentorship to students and review their reflection on their personal growth and community impact
- Endorse students for the SSCE to their schools or school district

## Who to talk to about project opportunities

Contact Michelle Orelup at Fresno Unified School District, [michelle.orelup@fresnounified.org](mailto:michelle.orelup@fresnounified.org). Talk with her about what your organization does, and how it can offer civic engagement opportunities to students to earn their SSCE.





# Big December

Continued from cover

## Staff worked through Christmas

Several Facilities Department staff members worked through the Christmas holiday to prevent significant flooding issues and to ensure public safety. Staff monitored basin water elevations and made operational changes to maintain adequate storage capacity in the basins. Typical operational changes include turning pumps on and off, and opening and closing valves located at the basins to evacuate storm water from basins. In addition to this, staff responded to calls from the public regarding localized flooding concerns and effectively addressed these concerns in the field.



Photo: Jean Lespade, Telemetry Tech

**The inflow of stormwater from streets carries in leaves pushes against the outfall cage on the basin floor at Olive & Winery Avenues in southeast Fresno.**

## Don't slow the flow

Shown above are leaves washed into a stormwater basin from the street, through curb inlets and storm drain pipeline leading to the chain link outfall cage on the basin floor. The outfall cage serves as a filter to limit leaves and trash entering into the basin. If the flow of stormwater from the street into the basin is slowed by leaves and trash, stormwater can back up into the streets and cause localized flooding and risks to pedestrians and drivers. Keeping gutters clear of leaves and debris, as shown below left, can help ensure that stormwater runs off of



streets and reaches your neighborhood's stormwater basin unimpeded.

Something else happening in the basin photo to the left is the flooding of the basin floor, which is landscaped and open for recreation during dry months. Just as with the basin photo on the cover, by design the baseball diamonds and turf are temporarily submerged during storms like those we saw in December. This planned submersion and dual use of public facilities is a unique feature of the District's urban storm drainage system planning.

## Dry January, dry February

According to the National Weather Service there was a trace amount of rain in January 2022, putting it at the top of the list for driest Januaries on record since 1882. January is typically one of the wettest months in our area with average rainfall of 2.1 inches. As of the printing of this issue, there was just 0.04 inches of rainfall in February, putting it just behind February 1885 as the driest February on record in this area.

## Inter-agency effort to preserve water resources

For nearly 60 years FMFCD and the Fresno Irrigation District have collaborated during storms to move water to create storage capacity as needed to prevent flooding. In the event capacity is needed in one of the more than 90 FMFCD basins with pipeline connections to FID canals, water can be pumped into canals to free up room for more rainfall. Due to FID's recent construction of more large scale storage ponds southwest of Fresno, that water is captured and retained for groundwater recharge.

"The Fresno Irrigation District has constructed, and continues to construct, groundwater recharge basins throughout FID to replenish the groundwater aquifer with available surface water supplies. During the winter months, precipitation that falls in the Fresno/Clovis urban area will make its way into FMFCD's storm basins. Many of these basins are intertied with FID canals so that these basins can be drained and be prepared for the next storm event. This water that is introduced into FID canals is then routed by FID to FID groundwater recharge basins in the rural areas west of town to replenish our region's groundwater aquifer. Without these recharge basins, this water would likely need to be spilled out of our area and would leave our region," explains Adam Claes, FID's Assistant General Manager-Operations.

Under normal circumstances in our semi-arid region, this is an ideal use of precious water resources. In times of drought, such inter-agency collaboration is critical.





# Fresno Metropolitan Flood Control District

5469 E. Olive Ave., Fresno CA 93727  
(559) 456-3292 · [fresnofloodcontrol.org](http://fresnofloodcontrol.org)

*Mailing info - If you have a change to your mailing info, or prefer to receive Flood Line by regular post, e-mail, or both - contact Brandy Swisher at [brandys@fresnofloodcontrol.org](mailto:brandys@fresnofloodcontrol.org) or (559) 456-3292.*

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## Close Up: Adam Johnson



Adam joined the District in September of 2009. He was hired as a Facilities Technician, responsible for pump maintenance and a range of duties in the urban area. He did that work for two years before transferring to Rural Facilities, where he was responsible for elements of the District's flood control system, such as dams, reservoirs,

and channels. He did that work for more than seven years, before making the jump to the Environmental Resources Department as an Environmental Resources Technician. There, he was responsible for inspections and public outreach to support the District's Clean Stormwater Program, and did that work for approximately a year.

Adam's current position is Engineering Technician in the Operations Department, where he is responsible for updating technical data that assists Operations in managing the urban stormwater collection system, assists in the management of the District's telemetry system, models surface water and stormwater recharge, and handles labor compliance on infrastructure construction contracts. He is also learning about review of grading plans on new developments.

His career path so far at the District is unique, and of his own making. He was very comfortable in his Rural Facilities job, but he saw opportunities to learn more about the District

from new perspectives. "Stepping out of your comfort zone is never easy to do, but often produces the highest reward," explains Adam. He saw chances to grow his knowledge and understanding of the District, and further his career. "I love learning new things. There is definitely no shortage of things to learn here, and no shortage of knowledgeable people to learn them from."

"Adam's strong work ethic and desire to learn all facets of the Operations Department has made him a valuable member of our team. He continually seeks opportunities for growth to better serve the public and increase his knowledge of District functions. No matter what the circumstance, Adam is always willing to help and is able to complete the task with success," says Jarrod Takemoto, Operations Engineer.

Previously, Adam worked as a mechanic in an independent automotive shop specializing in restoring and repairing vintage European sports cars, then as a mechanic at Toyota of Selma. Before coming to the District he ran wire for an industrial electrical company, which involved a lot of out of town travel. "That made landing the job at the District all the more enjoyable because it allowed me to spend more time with my family." Adam, his wife Kari, and their three children live in Fresno; son Brody, 14; son Van, 11; daughter Jordin, 4 years old. Brody plays travel soccer and Van plays travel baseball, which means the whole family does travel soccer and travel baseball. Brody was just a year old when Adam was hired, and that is the marker he says makes the passage of time since 2009 seem so fast. It may have seemed fast, but he's made excellent use of the time.



## **item 16.a.2.**

### **LOCAL SCHOLARSHIP TIMELINE 2022**

<b>March 4</b>	Scholarship donor information sheet returned
<b>March 7</b>	Local scholarship applications given to seniors
<b>March 18</b>	Local scholarship applications due from seniors
<b>March 23-25</b>	Local scholarship applications delivered to donors
<b>April 15</b>	Scholarship selections completed
<b>April 20</b>	Scholarship notification letters sent to seniors/parents
<b>May 2</b>	Donor checks due
<b>May 23</b>	Local Scholarship Awards Night
<b>May-August</b>	Scholarship check dispersal