



**REGULAR BOARD MEETING AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, January 12, 2021 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. Old Business:**

- a. **Pool Repairs.** A continuation from the board meeting of December 8, 2020. Quote of \$95,078.00 from New Image Pool Interior, Inc. was received to replaster the pool at the park. This price does not include racing lanes, which need to be updated to code. Attached is a itemized list has been provided for review. A verbal quote from Bob Waterston was received for \$130,000.00.

Recommended action: to select and approve a quote for pool repairs.

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

- b. **PFAS Sampling.** An agreement with Moore Twining to perform compliance monitoring for State Water Resources Control Board issued Order WQ 220-0125-DWQ (PFAS Sampling, Laboratory Analysis, and Reporting), this includes Monitoring Well Selection Letter Preparation, Biosolids Sample Collection and Laboratory Analysis, Groundwater Sample Collection and Laboratory Analysis, Treatment System Influent and Effluent Laboratory Analysis, Geotracker Data Entry, and Report Preparation and Project Management. The quote provided is for \$15,874.00.

Recommended action: to approve agreement with Moore Twining to perform compliance monitoring for PFAS Sampling.

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

**5. New Business:** None for this meeting.

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

**7. Engineer Reports:**

a. District Engineer Report. None for this meeting.

b. CDBG Engineer Report: None for this meeting.

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

a. Water: Lead Water Operator, Gabino Gomez, Passed Grade 3 Water Distribution.

b. District Mechanic: Anthony Anaya Passed Grade 2 Water Distribution.

c. Park/Rec: Covid shutdown in order. Restroom update.

d. Pretreatment: Truck wash update.

**9. President's Report:**

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

**11. Director's Reports:**

**12. Legal Counsel Report:**

**13. Communications:**

a. Written Communications:

1. SPR 8201. To allow an Enterprise Truck Rental Location for box trucks and vans.

2. Regularly scheduled Planning Commission Hearing of January 14, 2021 has been cancelled as the Business Journal was temporarily closed due to COVID-19.

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

**14. Consent Agenda.** The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

a. Minutes of the Regular Board Meeting of December 08, 2020 and Special Board Meeting of December 15, 2020.

b. Accounts Payable and Financial Reports.

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

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

**15. Closed Session:**

- a. Personnel Government Code Section 54957(b)(1). Staff salaries.
- b. Personnel-All Positions (Government Code Section 54957.)

**16. Adjournment:**

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

**Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of January 12, 2021 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 01/08/2021.

**Norma Melendez**

Norma Melendez, District Clerk



item 4.a.

PROPOSAL AND ACCEPTANCE

906 HOBLITT AVE • CLOVIS, CA 93612  
(559) 299-4900 • FAX 299-4515  
LIC. NO. 906501

|  |               |                     |
|--|---------------|---------------------|
| PROPOSAL SUBMITTED TO<br>MALAGA COMMUNITY POOL | PHONE         | DATE<br>DEC 3, 2020 |
| STREET<br>3592 S WINERY AVE                    | JOB NAME      |                     |
| CITY, STATE AND ZIP CODE<br>FRESNO, CA         | JOB LOCATION  |                     |
| ARCHITECT                                      | DATE OF PLANS | JOB PHONE           |

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

STEP 1: DRAINING

☐ DRAIN SWIMMING POOL      ☐ DRAIN SPA

STEP 2: PREP WORK

☐ REMOVE TILE    ☐ UNDERCUT TILE  
☐ TENT POOL    ☐ HYDRO-JET WATER DEMO

UPON DRAINING SWIMMING POOL, IF DELAMINATION IS DETECTED, PLEASE ADD \$\_\_\_\_\_ TO REMOVE PLASTER.

REMOVE/REPLACE:

☐ ROPE ANCHORS  
☐ DRAIN GRATES  
☐ WALL STEPS

STEP 3: TILE (IF APPLICABLE)

☐ INSTALL STANDARD 6X6 POOL TILE      \$ 7,340  
SELECTION: \_\_\_\_\_  
☐ INSTALL TRIM TILE      \$  
SELECTION: \_\_\_\_\_  
☐ INSTALL DIAMOND TRIM TILE      \$  
(SAME AS WATERLINE SELECTION)  
☐ CLEAN/SEAL    ☐ CAULKING      \$

STEP 4: MATERIAL OPTIONS

|   |           |
|---|-----------|
| <input type="checkbox"/> WHITE MARBALITE PLASTER *                        | \$ 41,600 |
| <input type="checkbox"/> ALTIMA WHITE **                                  | \$ 52,478 |
| <input type="checkbox"/> LUNA QUARTZ POLAR WHITE ***                      | \$        |
| <input type="checkbox"/> LUNA QUARTZ W/ COLOR ***                         | \$        |
| <input type="checkbox"/> STANDARD SIGNATURE MATRIX ****                   | \$        |
| <input type="checkbox"/> DESIGNER SIGNATURE MATRIX ****                   | \$        |
| <input type="checkbox"/> UPGRADE SIGNATURE MATRIX ****                    | \$        |
| <input type="checkbox"/> PRISM MATRIX STANDARD ****                       | \$        |
| <input type="checkbox"/> PRISM MATRIX DESIGNER ****                       | \$        |
| <input type="checkbox"/> PRIMERA STONE ****                               | \$        |
| <input type="checkbox"/> TREASURE SERIES PRIMERA STONE ****               | \$        |
| <input type="checkbox"/> CHANGE FITTINGS TO COLOR MATCH INTERIOR #: _____ | \$        |
| <input type="checkbox"/> 3 DAY START UP / FILTER CLEAN                    | \$ 1,000  |

IMPORTANT NOTICE: Existing tile trim, mosaics, and spa bubblers cannot be preserved when a pool/spa is replastered

\* 3 Year Warranty    \*\* 5 Year Warranty    \*\*\* 7 Year Warranty    \*\*\*\* 15 Year Warranty    RESIDENTIAL  
\* 3 Year Pool 1 Year Spa    \*\* 4 Year Pool 1 Year Spa    \*\*\* 5 Year Pool 1 Year Spa    \*\*\*\* 10 Year Pool 5 Year Spa    COMMERCIAL

OTHER OPTIONS: TILE PRICE INCLUDES NON SKID MARKERS ON DECK

INSTALL 6X6 BLACK NON SKID RACING LINES (5) W/ WALL TARGETS 405' \$8,100  
PLASTER PRICE INCLUDES (2) 24"X24" DRAIN GRATES 12- FLOOR RETURN FITTINGS,  
REMOVE FIBERGLASS, (NOTE- NEW IMAGE NOT RESPONSIBLE FOR UNDERLYING  
STRUCTURAL ISSUES FOUND UNDER FIBERGLASS) TRIM TILE, COUNTY PERMITS.  
R/R (10) SKIMMER \$12,500    LIGHTS NOT INCLUDED

COLORLED PLASTER & QUARTZ RELEASE:

With the homeowners understanding that colored plaster/quartz is composed of natural materials which have certain inherent characteristics, a certain amount of shading or color variation which is a natural occurrence, and should not be construed as a defect but only enhances the beauty of your pool. Homeowner also agrees that color plaster/quartz is not guaranteed for evenness of color and may not be the exact shade anticipated and the shade of color may vary and fade over time and may also be streaked, blotchy or mottled. Homeowner also understands that (crazing) check cracks and hairline cracks may be noticeable and may be quite pronounced with colored plaster/quartz. These conditions are beyond the contractor's control and customer understands and agrees that NEW IMAGE POOL INTERIORS, INC. and its representatives are not responsible for the occurrence of any or all the above mentioned conditions and agree to accept full responsibility should any or all of them occur.

CUSTOMER RESPONSIBILITIES:

WATCH POOL WATER AS POOL IS FILLING (DO NOT SHUT OFF FOR ANY REASON UNTIL FULL)  
ONCE POOL IS FULL REFER TO NPC START UP CARD  
PLASTER CUSTOMERS: MUST BRUSH POOL 2-3X A DAY FOR 10 DAYS UPON COMPLETION  
IT IS CUSTOMERS RESPONSIBILITY TO SUPPLY WATER TO FILL POOL

SIGNATURE \_\_\_\_\_

CALIFORNIA ONLY: NOTICE TO OWNER: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD.

WE PROPOSE ALL MATERIAL IS GUARENTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR THE SUM OF:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

PAYMENT UPON COMPLETION

RESPECTFULLY SUBMITTED LEE M. VALENZUELA

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_ DAYS

ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK SPECIFIED PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE \_\_\_\_\_ DATE OF ACCEPTANCE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

IF HOME OWNER DOES NOT FOLLOW THE INSTRUCTIONS LISTED, YOU WAIVE NEW IMAGE POOL INTERIORS, INC. FROM ANY AND ALL RESPONSIBILITY

item 4.a.

| Pool Options     |            | Total    |
|------------------|------------|----------|
| 8 LED lights     | \$650 Each | \$5,200  |
| Racing Lines     | 405'       | \$8,100  |
| Fittings/Skimmer | 10         | \$12,500 |
|                  |            | \$25,800 |
| White MarbleLite |            | \$75,740 |
| Altima White     |            | \$86,618 |



November 23, 2020

MTP No. 20-1026

**Cost Estimate**  
**Compliance Monitoring for State Water Resources Control Board issued**  
**Order WQ 2020-0015-DWQ (PFAS Sampling and Reporting)**  
**Malaga County Waste District Wastewater Treatment Facility**  
**MTP 20-1026**

|   | Unit  | # | Unit Cost       | Total             |
|---|-------|---|-----------------|-------------------|
| <b><u>Monitoring Well Selection Letter Preparation</u></b>                  |       |   |                 |                   |
| Project Manager   | hours | 1 | \$85.00         | \$85.00           |
| Staff Geologist   | hours | 3 | \$75.00         | \$225.00          |
| Registered Geologist  | hours | 1 | \$105.00        | \$105.00          |
| Drafting Services   | hours | 1 | \$55.00         | \$55.00           |
| Secretarial   | hours | 1 | \$45.00         | \$45.00           |
| Expenses  | l/s   | 1 | \$50.00         | \$50.00           |
|   |       |   | <b>subtotal</b> | <b>\$565.00</b>   |
| <b><u>Biosolids (1 biosolids sample and 1 equipment blank)</u></b>          |       |   |                 |                   |
| Environmental Technician  | hours | 4 | \$70.00         | \$280.00          |
| PFAS in Soil  | each  | 1 | \$690.00        | \$690.00          |
| PFAS in Water (Equipment Blank)   | each  | 1 | \$360.00        | \$360.00          |
|   |       |   | <b>subtotal</b> | <b>\$1,330.00</b> |
| <b><u>Groundwater (4 monitoring well samples and 1 equipment blank)</u></b> |       |   |                 |                   |
| Environmental Technician  | hours | 8 | \$70.00         | \$560.00          |
| Equipment: PFAS free pump   | each  | 1 | \$250.00        | \$250.00          |
| Equipment: Controller   | each  | 1 | \$50.00         | \$50.00           |
| Supplies: HDPE Tubing (500' spool)  | each  | 1 | \$110.00        | \$110.00          |
| Equipment: water quality meter  | each  | 1 | \$25.00         | \$25.00           |
| Equipment: water level meter  | each  | 1 | \$25.00         | \$25.00           |
| Support Vehicle   | day   | 1 | \$100.00        | \$100.00          |
| PFAS in Water (EPA 537)   | each  | 5 | \$360.00        | \$1,800.00        |
| Total Dissolved Solids  | each  | 4 | \$15.00         | \$60.00           |
| Turbidity   | each  | 4 | \$16.00         | \$64.00           |
|   |       |   | <b>subtotal</b> | <b>\$3,044.00</b> |

# item 4.b.

Malaga County Waste District WWTF  
November 23, 2020

Page 2 of 2  
MTP# 20-1026

## **Treatment System Influent and Effluent (8 wastewater samples and 8 equipment blanks)**

|                                 |      |   |                 |                   |
|---------------------------------|------|---|-----------------|-------------------|
| PFAS in Wastewater              | each | 8 | \$690.00        | \$5,520.00        |
| PFAS in Water (Equipment Blank) | each | 8 | \$360.00        | \$2,880.00        |
|                                 |      |   | <b>subtotal</b> | <b>\$8,400.00</b> |

## **Geotracker Data Entry (Influent, Effluent, Biosolids, and Groundwater)**

|                 |       |    |                 |                 |
|-----------------|-------|----|-----------------|-----------------|
| Staff Geologist | hours | 10 | \$75.00         | \$750.00        |
|                 |       |    | <b>subtotal</b> | <b>\$750.00</b> |

## **Report Preparation and Project Management**

|                      |       |    |                 |                   |
|----------------------|-------|----|-----------------|-------------------|
| Project Manager      | hours | 2  | \$85.00         | \$170.00          |
| Staff Geologist      | hours | 16 | \$75.00         | \$1,200.00        |
| Registered Geologist | hours | 2  | \$105.00        | \$210.00          |
| Drafting Services    | hours | 2  | \$55.00         | \$110.00          |
| Secretarial          | hours | 1  | \$45.00         | \$45.00           |
| Expenses             | l/s   | 1  | \$50.00         | \$50.00           |
|                      |       |    | <b>subtotal</b> | <b>\$1,785.00</b> |

**PROJECT TOTAL \$15,874.00**

Respectfully submitted,

**MOORE TWINING ASSOCIATES, INC**

Environmental and Geological Services Division



Kirk Jacobsen  
Project Manager

Attachment - Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

**Malaga County Waste District Wastewater Treatment Facility and  
Moore Twining Associates, Inc.**

|         |   |             |   |
|---------|---|-------------|---|
| Client: |   | Consultant: |   |
| Name    | Malaga County Waste District<br>Wastewater Treatment Facility | Name        | Moore Twining Associates, Inc.                      |
| Address | 3580 South Frank Street<br>Fresno, California 93725           | Address     | 2527 Fresno Street<br>Fresno, California 93721-1804 |
| Phone   |   | Phone       | (559) 268-7021                                      |
| Fax     |   | Fax         | (559) 268-7126                                      |

Malaga County Waste District Wastewater Treatment Facility (Malaga CWD WWTF) and Moore Twining Associates, Inc. Agree as Follows:

Malaga CWD WWTF (Hereafter called Client) will retain Moore Twining Associates, Inc. to render professional environmental services.

A. Moore Twining Associates, Inc. (hereafter called Moore Twining) agrees to perform the following scope of services:

During the term of this Agreement and subject to the terms and conditions herein set forth, Client will call upon Moore Twining perform compliance monitoring for State Water Resources Control Board issued Order WQ 220-0125-DWQ (PFAS Sampling, Laboratory Analysis, and Reporting), this includes;

- Monitoring Well Selection Letter Preparation,
- Biosolids Sample Collection and Laboratory Analysis,
- Groundwater Sample Collection and Laboratory Analysis,
- Treatment System Influent and Effluent Laboratory Analysis,
- Geotracker Data Entry, and
- Report Preparation and Project Management.

B. Client agrees to compensate Moore Twining for such services as follows:

Pursuant to the attached Cost Estimate (our reference MTP No. 20-1026), dated November 23, 2020, Moore Twining will perform these services for a "Lump Sum" of \$15,874 with additional fees for other out of scope items if requested. Payment is due and payable upon presentation. A finance charge will be added to all balances over thirty days old. The finance charge is computed at a rate of 1.5% per month, which is an annual rate of 18%.

C. This Agreement is subject to provisions 1 through 19 contained herein, and the terms and conditions contained in Exhibits attached herewith and made a part hereof.

EXHIBIT "A" Cost Estimate.

IN WITNESS WHEREOF, the parties hereby execute this agreement on the dates and upon the provisions stated.

|             |   |             |                                |
|-------------|---|-------------|--------------------------------|
| CLIENT      | Malaga County Waste District<br>Wastewater Treatment Facility | CONSULTANT  | MOORE TWINING ASSOCIATES, INC. |
| BY          | _____   | BY          | _____                          |
| NAME/TITLE  | _____   | NAME/TITLE  | _____                          |
| DATE SIGNED | _____   | DATE SIGNED | _____                          |



# item 4.b.

**Provisions of Agreement Initial here:\_\_\_\_\_ (Malaga CWD WWTF) \_\_\_\_\_ (Moore Twining)**

Malaga CWD WWTF (client) and Moore Twining Associates, Inc. agree that these provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the client and Moore Twining. This agreement shall not be assigned by either the client or Moore Twining without the prior written consent of the other.
2. All documents produced by Moore Twining under this agreement shall remain the property of Moore Twining and may not be used by the client for any other endeavor without the written consent of Moore Twining.
3. Unless otherwise stated, Moore Twining will have access to the Site for activities necessary for the performance of their services. Moore Twining will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.
4. Unless otherwise specified, this agreement shall be governed by the laws of the State of California.
5. The client agrees not to permit any other person to use plans, drawings, or other work product prepared by Moore Twining, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Moore Twining. If Moore Twining's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
6. The client agrees that if the client requests services not specified pursuant to the scope of services description within this agreement, the client agrees to pay for all such additional services as extra work according to Moore Twining's current fee schedule.
7. This agreement may be terminated by the client or Moore Twining should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay Moore Twining for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
8. The client acknowledges that Moore Twining is not responsible for the performance of work or Site safety by third parties including, but not limited to, the construction contractor and its subcontractors.
9. The client shall pay the costs of checking and inspections fees, zoning and annexations applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
10. Moore Twining is not responsible for delay caused by activities or factors beyond Moore Twining's reasonable control, including but not limited to, delays by governmental agencies, acts of God, failure of the client to furnish timely information or approve or disapprove of Moore Twining's services or work product promptly, faulty performance by the client or other contractors or governmental agencies. When such delays beyond Moore Twining's reasonable control occur, the client agrees Moore Twining is not responsible for damages nor shall Moore Twining be deemed to be in default of this agreement.
11. Moore Twining shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
12. Moore Twining makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of client to verify costs. In addition, estimates of land areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.
13. The client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including all safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold Moore Twining harmless from any and all liability, real or alleged, in connection with the performance of service on this project, excepting liability arising from the sole negligence of Moore Twining.
14. Moore Twining makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the service or work product were performed pursuant to generally accepted standards of practice in California in effect at the time of performance.
15. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by Moore Twining pursuant to this agreement, which changes are not consented to in writing by Moore Twining, the client acknowledges that the changes and their effects are not the responsibility of Moore Twining and the client agrees to release Moore Twining from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Moore Twining, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
16. In the event the client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during any phase of the project, the client agrees to notify Moore Twining and engage Moore Twining to prepare the necessary clarifications, adjustments, modifications or other changes to Moore Twining's services or work product before activities commence or further activity proceeds. Further, the client agrees to have a provision in its construction contracts for the project which requires the contractor to notify the client of any changes in field or other conditions so that the client may in turn notify Moore Twining pursuant to this paragraph.
17. The client shall indemnify and hold harmless Moore Twining and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except Moore Twining), or anyone for whose acts any of them may be liable.
18. In recognition of the relative risks, rewards, and benefits of the project to both the client and Moore Twining, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Moore Twining's total liability to the client and to all contractors and subcontractors for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten (10) times Moore Twining's fee or \$21,000.00 whichever is less. Such causes include, but are not limited to, Moore Twining's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
19. (a) Notwithstanding any other provision of the Agreement and except for the provisions of (b) and (c), if a dispute arises regarding Moore Twining's fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between the client and Moore Twining, both the client and Moore Twining agree to attempt to settle the fee dispute by mediation through the American Arbitration Association [or other mediation service] before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding 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 in any court having jurisdiction thereof. (b) does not preclude or limit Moore Twining's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. (c) does not preclude or limit Moore Twining's right to elect to perfect or enforce applicable mechanics lien remedies.

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

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**Application Processing Routing Work Sheet**

Date: 12/18/2020

S.P.R. No: 8201

Please Comment and Return by: 01/08/2021

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

EHD: \_\_\_\_\_ Fire Dept: \_\_\_\_\_ Dev Engineering \_\_\_\_\_ RM&O: \_\_\_\_\_ SJVAPCD: \_\_\_\_\_  
Zoning: \_\_\_\_\_ FID: \_\_\_\_\_ RWQCB: \_\_\_\_\_ FMFCD: \_\_\_\_\_ MCWD: \_\_\_\_\_ CALTRANS \_\_\_\_\_

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**Applicant:** Central Valley Construction  
**Site Location:** TBD (Golden State Blvd. & Chestnut Ave.)  
**Proposed Use:** Allow an Enterprise Truck Rental Location (Box Trucks and Vans).  
**Related Applications:**  
**Zoning District:** M-3 (Heavy Industrial)  
**A.P.N.:** 331-190-34  
**Section:** 31  
**Township:** 14 South  
**Range:** 21 East

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**Sphere of Influence :** None

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**Fire Department:** Fresno County Fire Protection

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**Utilities Available:**

Water Yes ☒ / No ☐

Agency: Malaga County Water

Sewer Yes ☒ / No ☐

/ Malaga County Water

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**F.M.F.C.D.:** Inside:

District: BJ

---

**Flood Prone Area:** Yes      **Zone:** X AREA OF MINIMAL FLOOD HAZARD

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**School District:** Fowler Unified

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If you have any questions or require any further assistance please feel free to contact Hector Luna at (559) 600-4216 or email @ [hluna@co.fresno.ca.us](mailto:hluna@co.fresno.ca.us)

# item 13.b.1.



## Fresno County Department of Public Works and Planning

Date Received: 12/18/2020

SPR 8201

(Application No.)

### MAILING ADDRESS:

Department of Public Works and Planning  
Development Services Division  
2220 Tulare St., 6<sup>th</sup> Floor  
Fresno, Ca. 93721

### LOCATION:

Southwest corner of Tulare & "M" Streets, Suite A  
Street Level  
Fresno Phone: (559) 600-4497  
Toll Free: 1-800-742-1011 Ext. 0-4497

### APPLICATION FOR:

- ☐ Pre-Application (Type) \_\_\_\_\_
- ☐ Amendment Application ☐ Director Review and Approval
- ☐ Amendment to Text ☐ for 2<sup>nd</sup> Residence
- ☐ Conditional Use Permit ☐ Determination of Merger
- ☐ Variance (Class )/Minor Variance ☐ Agreements
- ☒ Site Plan Review/Occupancy Permit ☐ ALCC/RLCC
- ☐ No Shoot/Dog Leash Law Boundary ☐ Other \_\_\_\_\_
- ☐ General Plan Amendment/Specific Plan/SP Amendment)
- ☐ Time Extension for \_\_\_\_\_

### DESCRIPTION OF PROPOSED USE OR REQUEST:

Propose Enterprise Truck Rental (Box Trucks and Vans)

CEQA DOCUMENTATION: ☐ Initial Study ☐ PER ☒ N/A

PLEASE USE FILL-IN FORM OR PRINT IN BLACK INK. Answer all questions completely. Attach required site plans, forms, statements, and deeds as specified on the Pre-Application Review. **Attach Copy of Deed, including Legal Description.**

LOCATION OF PROPERTY: North side of E. Cartwright Ave.

between S. Chestnut Ave. and S. Golden State Blvd.

Street address: TBD

APN: 331-190-34 Parcel size: 1.05 acres Section(s)-Twp/Rg: S 31 - T 14 S/R 21 E

ADDITIONAL APN(s): \_\_\_\_\_

I, Michael Sonny Kazarian (signature), declare that I am the owner, or authorized representative of the owner, of the above described property and that the application and attached documents are in all respects true and correct to the best of my knowledge. The foregoing declaration is made under penalty of perjury.

|                                |                            |            |       |               |
|--------------------------------|----------------------------|------------|-------|---------------|
| Owner (Print or Type)          | Address                    | City       | Zip   | Phone         |
| Valley Steel Construction      | 3197 S. Parkway Drive      | Fresno, CA | 93725 | (559)266-8133 |
| Applicant (Print or Type)      | Address                    | City       | Zip   | Phone         |
| Lore Engineering, LLC          | 620 DeWitt Ave., Suite 101 | Clovis, CA | 93612 | (559)297-5200 |
| Representative (Print or Type) | Address                    | City       | Zip   | Phone         |

### CONTACT EMAIL:

### OFFICE USE ONLY (PRINT FORM ON GREEN PAPER)

Application Type / No.: SPR 8201 Fee: \$ 3,516

Application Type / No.: Fee: \$

Application Type / No.: Fee: \$

Application Type / No.: Fee: \$

PER/Initial Study No.: Fee: \$

Ag Department Review: Fee: \$

Health Department Review: Fee: \$ 518

Received By: DM Invoice No.: 136805 TOTAL: \$ 4,034

### UTILITIES AVAILABLE:

WATER: Yes ☒ / No ☐

Agency: Malaga County Water District

SEWER: Yes ☒ / No ☐

Agency: Malaga County Water District

STAFF DETERMINATION: This permit is sought under Ordinance Section:

Related Application(s): \_\_\_\_\_

Zone District: M-3

Parcel Size: \_\_\_\_\_

Sect-Twp/Rg: \_\_\_\_\_ - T \_\_\_\_\_ S/R \_\_\_\_\_ E

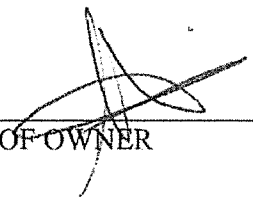
APN # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

APN # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

# item 13.b.1

## EMPLOYEE AND VEHICLE STATEMENT FOR SITE PLAN REVIEW

|  |       |
|--|-------|
| TOTAL NUMBER PRESENTLY EMPLOYED  | 0     |
| NUMBER OF EMPLOYEES TO BE ADDED  | 4     |
| NUMBER OF SALESPERSONS   | 4     |
| TOTAL NUMBER OF TRUCKS AND/OR<br>OTHER COMPANY VEHICLES PRESENTLY USED | 0     |
| NUMBER OF TRUCKS AND/OR COMPANY<br>VEHICLES TO BE ADDED                | 12-15 |

  
\_\_\_\_\_  
SIGNATURE OF OWNER

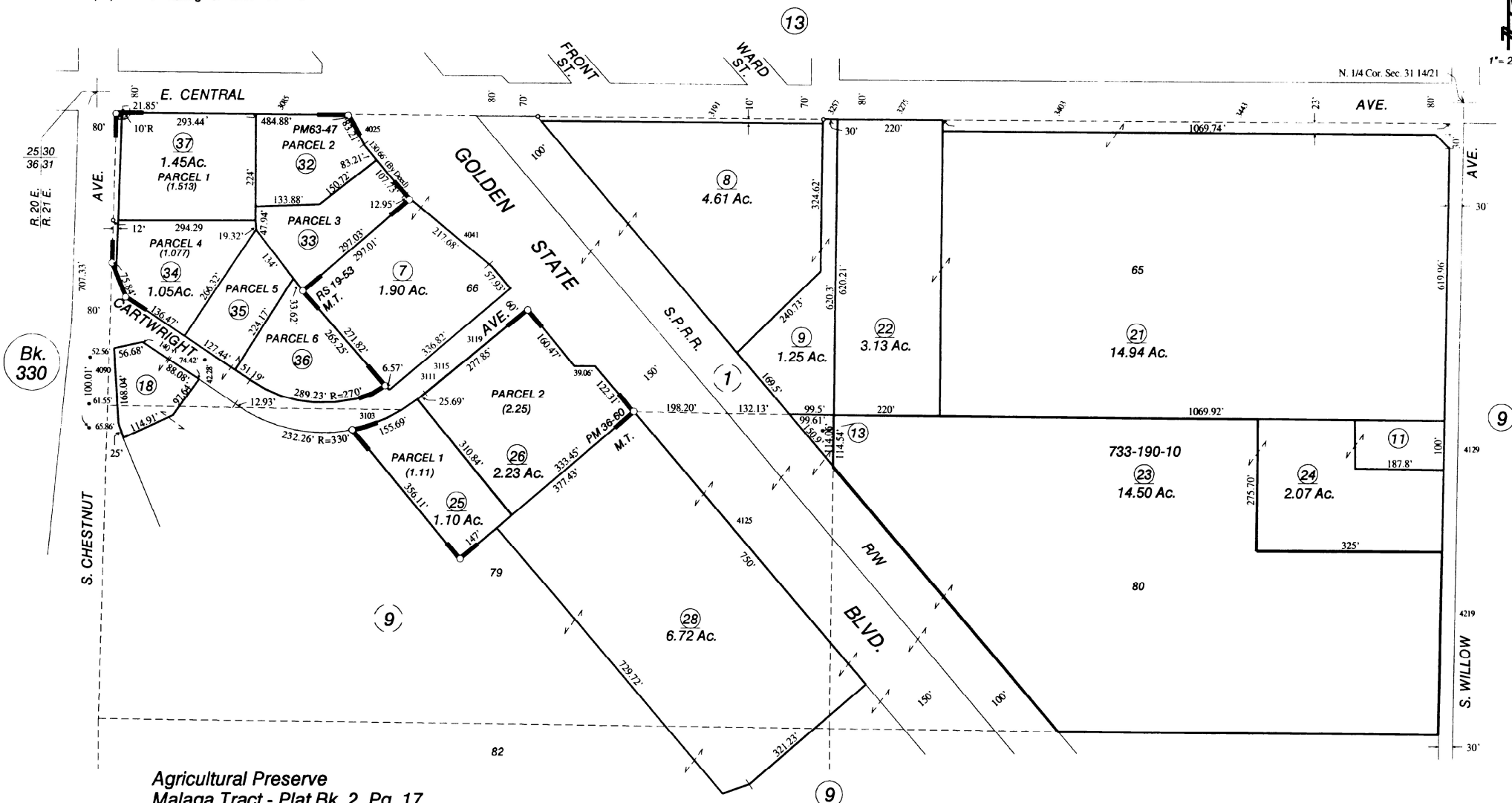
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
REPRESENTATIVE AND TITLE  
OF INDIVIDUAL

1. Nature of the operation:
  - Enterprise truck rental location, the site will store box truck and van rentals on site. The location will do minor maintenance of fleet vehicles, such as oil changes, fluid refills, and cleaning /washing rentals; any major repair will be sent out.
2. Operational time limits:
  - Business operations will be year-round service, 6-days a week from 8am to 6pm for a total of 10 hours per day.
3. Number of customers or visitors:
  - The average numbers of visitors per day will be 5 with a maximum of 15 visitors within the hours of 8am to 6pm.
4. Number of employees:
  - The number of employees will be 4, with alternating schedules of 8am to 5pm and 9am to 6pm so they may cover the 10-hour operation day.
5. Service and delivery vehicles:
  - This site will have a total of 12-15 vans or box trucks for rental.
6. Access to the site:
  - Access to site will be from public roads of Chestnut Avenue and Cartwright Avenue.
7. Number of parking spaces for employees, customers, and service/delivery vehicles:
  - There will be a total of 39 stalls provided with 26 standard stalls, 2 accessible stalls, and 11 truck stalls.
  - The site will be paved with asphalt pavement.
8. Are any goods to be sold on-site? If so, are these goods grown or produced on-site or at some other location?
  - There will be no goods to be sold on site.
9. What equipment is used?
  - There will be a pressure washer being used to clean rentals within the designated wash bay.
10. What supplies or materials are used and how are they stored?
  - The only supplies being used will be motor oil and washing liquids. They will be stored in their containers on shelves in the garage area of building.
11. Does the use cause an unsightly appearance?
  - No, the site will have trees and shrubs in the frontage of Chestnut and Cartwright.
12. List any solid or liquid wastes to be produced.
  - Site will produce used oil that will be recycled.
  - Car wash will produce gray water that will be treated with a sand-oil separator and then discharged to sewer (Malaga County Water District).
13. Estimate volume of water to be used (gallons per day).
  - Estimated water volume is 500 gal/day for typical employee/public restroom, wash sink and wash bay.
14. Describe any proposed advertising including size, appearance, and placement.
  - Wall signage to be permitted by separate permit.
15. Will existing buildings be used or will new buildings be constructed?
  - A new 6,000 sq ft building will be constructed of steel and masonry block.
16. Explain which buildings or what portion of buildings will be used in the operation?
  - The building will have 1,500 sq ft of office space, 3,060 sq ft of garage, and 1,440 sq ft of warehouse.
17. Will any outdoor lighting or an outdoor sound amplification system be used?
  - No outdoor lighting or sound amplification is planned for, except for building wall pack lighting.
18. Landscaping or fencing proposed?
  - There will be a 5.0' wide planter with islands on the frontage of Chestnut Avenue and Cartwright Avenue.
  - The site will be fenced with a 6' high chain link fence.
19. Any other information that will provide a clear understanding of the project or operation.

--- NOTE ---  
This map is for Assessment purposes only.  
It is not to be construed as portraying  
legal ownership or divisions of land for  
purposes of zoning or subdivision law.

95-002  
95-010  
95-011  
95-018

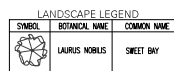
1" = 200'



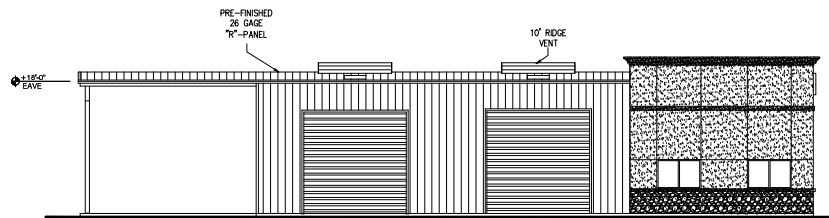
Agricultural Preserve  
Malaga Tract - Plat Bk. 2, Pg. 17  
Parcel Map No. 5712 - Bk. 36, Pg. 60  
Parcel Map No. 7899 - Bk. 63, Pgs. 47&48  
Record of Survey - Bk. 19, Pg. 53

Assessor's Map Bk. 331 - Pg. 19  
County of Fresno, Calif.

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

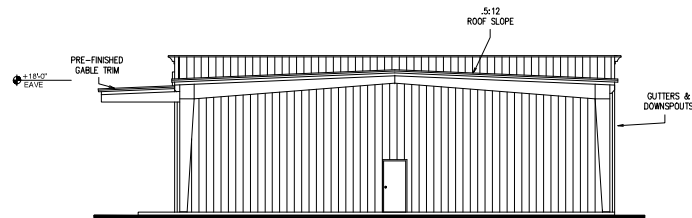






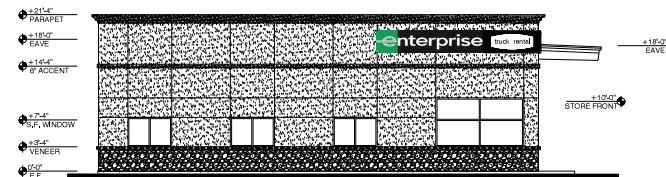
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



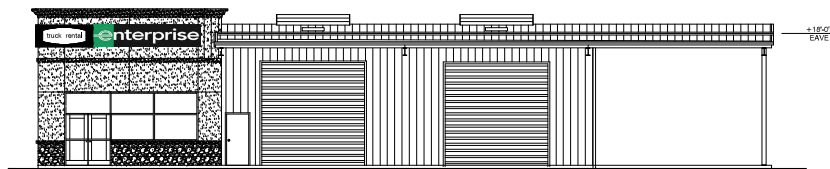
EAST ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"



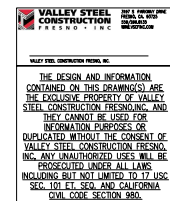
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

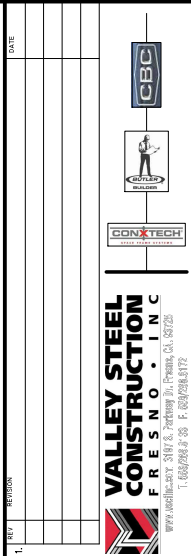
CONCEPTUAL PLAN  
NOT FOR CONSTRUCTION

## ELEVATION PLAN

SCALE 1/8" = 1'-0"



RECEIVED  
COUNTY OF FRESNO  
December 18, 2020  
DEPARTMENT OF PUBLIC WORKS  
AND PLANNING  
DEVELOPMENT SERVICES DIVISION  
**SPR 8201**



project  
ENTERPRISE  
Chestnut and Central

client  
Michael Kazarian

content  
ELEVATION PLAN  
NOT FOR CONSTRUCT.

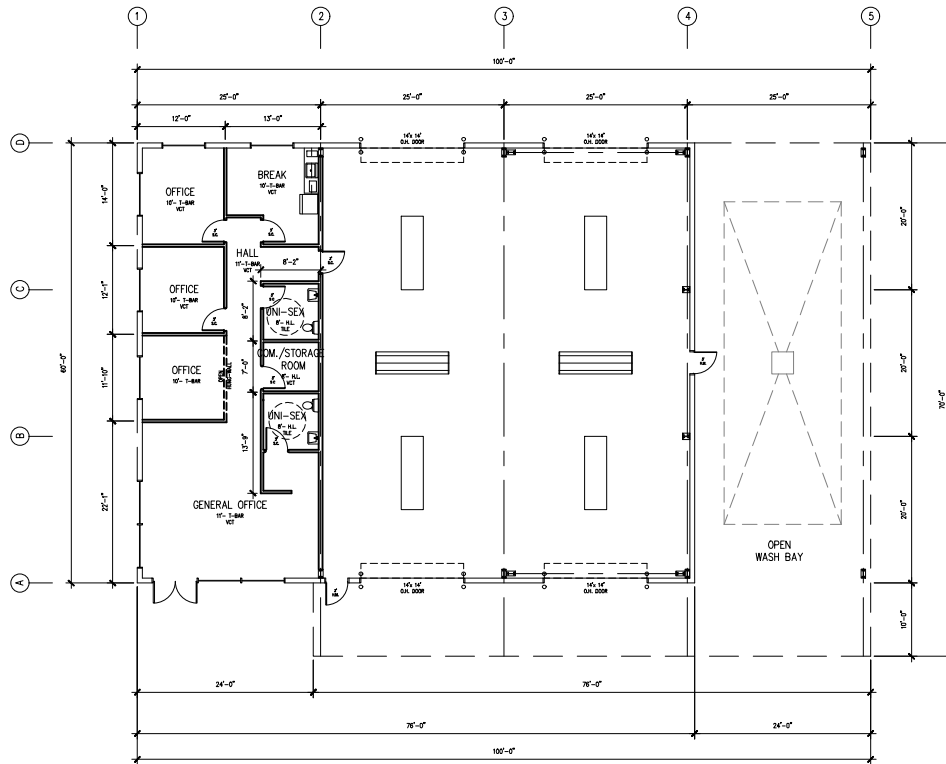


drawn by: C.E.D.  
checked by:  
date: 2.3.20  
drawing no.

A 7.01



## item 13.b.1.



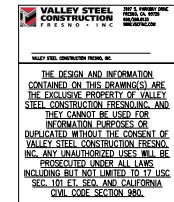
**CONCEPTUAL PLAN**  
**NOT FOR CONSTRUCTION**

## **FLOOR PLAN**

SCALE  $\frac{1}{8}'' = 1' - 0''$

***NORTH***

RECEIVED  
COUNTY OF FRESNO  
**December 18, 2020**  
DEPARTMENT OF PUBLIC WORKS  
AND PLANNING  
DEVELOPMENT SERVICES DIVISION  
**SPR 8201**



**project**  
ENTERPRISE  
Chestnut and Central

**client**  
Michael Kazarian

**content**  
FLOOR PLAN  
NOT FOR CONSTRUCT.

drawn by; C.E.D.

checked by:

date; 2.3.20

drawing no.

**A 1.01**



**FRESNO, CA.**



## item 13.a.2.


# County of Fresno

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DEPARTMENT OF PUBLIC WORKS AND PLANNING  
STEVEN E. WHITE, DIRECTOR

DATE: January 5, 2021

TO: Planning Commissioners

FROM: David Randall, Senior Planner   
Development Services and Capital Projects Division

SUBJECT: Cancellation of Planning Commission Hearing- January 14, 2021

The regularly- scheduled hearing on Thursday, January 14, 2021, is hereby cancelled. The hearing has been cancelled as the Business Journal was temporarily closed due to Covid-19 and were not available to post Notices for our department projects to meet our required 10-Day Notice to the public. Therefore, there are no items placed on the agenda for the Commissioner's consideration at this time.

The next regularly- scheduled hearing will be held on Thursday, January 28, 2021.

DR:im  
G:\4360Devs&Pln\PROJSEC\PLANNING COMMISSION\General Correspondence\2021 Correspondence\Cancellation Memo for PC Hearing 1-14-21.doc



**REGULAR BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, December 8, 2020 at 6:30PM**

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: 7:00pm**

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

**All present. Vice President Cerrillo present by telephone.**

**Also present: Norma Melendez, Moises Ortiz and Michael Slater.**

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

**4. Old Business:**

- a. **Pool Repairs.** Quote of \$95,078.00 from New Image Pool Interior, Inc. was received to replaster the pool at the park. This price does not include racing lanes, which need to be updated to code. A verbal quote from Bob Waterston was received for \$130,000.00.

Recommended action: for discussion and potential action.

**Item tabled until the next board meeting of January 8, 2021.**

- 5. New Business:** *None for this meeting.*

**6. Recreation Reports:**

- a. Christmas parade. **Due to the new COVID restrictions, the Christmas Parade must be cancelled. Also cancelled: Christmas Toy Drive/Car Show. The Christmas House Decorating Contest and Toy's for Tots will continue with modifications. The Christmas Dinner for recreation will be postponed once health concerns have been lifted.**

**7. Engineer Reports:**

- a. CDBG Engineer Report: *None for this meeting.*  
b. District Engineer Report. Michael Taylor submitted a memorandum with updates.

Recommended action: review memorandum and select topics for discussion.

Topics of discussion were Water Supply Well, Truck Wash updates and PFAS sampling. District engineer reported that they are ready to start the water supply well project right away. He also mentioned that truck washes are moving towards compliance and modifying their truck wash systems. Finally, PFAS sampling is something that the District must initiate.

## **item 14.a.**

### **8. General Manager's Report:**

- a. WWTF PFAS Monitoring.
- b. Water update. **Gabino is working on fire hydrant maintenance. SCADA is up and running on Well #6.**
- c. Mechanic update. **Anthony can install electrical in the new park bathrooms. He has already fixed some sensors and lights at the park and has done electrical work at the WWTF.**

### **9. President's Report:**

**President Garabedian, Jr. would like to wish everyone a Merry Christmas and Happy New Year and to stay safe.**

### **10. Vice President's Report:**

**Vice President Cerrillo would like to wish everyone a Merry Christmas and Happy New Year. Reported on the derailment of a train on Central Avenue. No toxic/chemical spills are reported. Would like to make sure that the WWTF and Water Department have emergency plans. The General Manager confirmed that there are emergency plans already in place for all departments. The VP suggested that the board members be made aware of the emergency plans this way they can direct the community in the case of an emergency.**

### **11. Director's Reports:**

**Director Cerrillo, Jr. would like to wish everyone a Merry Christmas and Happy New Year and suggests having park gates closed as soon as it gets dark. The other directors agreed, and staff will now close gates by 6:00pm until the next daylight savings.**

**Director Castaneda and Director Tovar, Jr. would like to wish everyone a Merry Christmas and Happy New Year.**

### **12. Legal Counsel Report: for closed session.**

### **13. 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, 2020.
- b. Accounts Payable and Financial 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.**

## item 14.a.

### 14. Communications:

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

### 15. Closed Session: 8:45pm

- a. Personnel; (Gov't Code Section 54957(b).)
- b. Potential Litigation Government Code Section 54956.9(d)(2); One Case.  
**Nothing to report.**

### 16. Adjournment:

**Motion by Vice President Cerrillo, Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 9:23p.m.**

### 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 8, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 01/13/2021.

**Norma Melendez**

Norma Melendez, District Clerk



**SPECIAL BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, December 15, 2020 at 6:00PM**

**item 14.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.

- ❖ *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: 6:00p.m.**

- 2. Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.  
**All present. VP Cerrillo called in at 6:04pm.**

- 3. Certification:** Certification was made that the Board Meeting Agenda was posted 24 hours in advance of the meeting.

- 4. Old Business:** *None for this meeting.*

**5. New Business:**

- a. **Oath of Office.** Members re-elected on 3 November 2020 to take Oath of Office.

Recommended action: for re-elected board members to take Oath of Office and selection of President and Vice-President positions.

**Charles E. Garabedian, Jr. and Irma Castaneda took Oath of Office. Thereafter the Directors elected Charles as president of the board and Vice President Cerrillo to continue as VP.**

**Motion by Director Cerrillo, Jr. Second by Director Castaneda and by a 5-0 vote to approve the selection of Charles Garabedian, Jr. as President of the Board of Directors.**

**Motion by Director Tovar, Jr.; Second by Director Castaneda and by a 5-0 vote to approve the selection of Salvador Cerrillo and the Vice President of the Board of Directors.**

**6. Communications:**

- a. Written Communications: **None for this meeting.**  
b. Public Comment:

- 1. Angela Islas from Self Help Enterprises in Visalia called in to verbally communicate the availability of a board seat for the NKGSA. Nominations**

would have to be submitted by the 17<sup>th</sup> of December. President Garabedian, Jr. nominated General Manager, Moises Ortiz, to be appointed for the position. Due to the upcoming deadline, the board of directors decided to approve this nomination by a motion.

**Motion by Director Tovar, Jr.; Second by Vice President Cerrillo and by a 5-0 vote to nominate GM Moises Ortiz for the board seat at the NKGSA.**

**item 14.a.**

**7. Closed Session: 6:05pm**

**a. Pending Litigation (Government Code Section 54956.9) 5 cases:**

1. Malaga County Water District v Central Valley Regional Water Quality Control Board Case Number F078776
2. Malaga County Water District v Central Valley Regional Water Quality Control Board Case Number F075868
3. Malaga County Water District v Central Valley Regional Water Quality Control Board Case Number F075851
4. Malaga County Water District v Central Valley Regional Water Quality Control Board Case Number F078327
5. Malaga County Water District v Fresno Unified School District Case Number 20CECG02666

**Nothing to report on all cases.**

**8. Adjournment:**

**Motion by Vice President Cerrillo, Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 7:15pm.**

**Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Special Board Meeting of the Board of Directors of December 15, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 4:00P.M. On 01/13/2021.

*Norma Melendez*

Norma Melendez, District Clerk

| Num            | Name                                | Memo   | Amount     |
|----------------|-------------------------------------|--|------------|
| 41771          | Artworkz Screen Print               | Sweatshirts for Staff                            | -373.59    |
| 41772          | Comcast                             | Reissued March-2020 Payment Replaced Ck#40810    | -266.10    |
| 41773          | Jody Swacker                        | Mileage Week of November 17-30, 2020             | -142.03    |
| 41774          | P G & E                             | November-2020 Utilities                          | -6,401.76  |
| 41775          | Seattle Pump                        | Repairs Speed Control for WWTF Pump              | -738.76    |
| 41776          | United HealthCare                   | December-2020 Premium                            | -10,820.80 |
| 41777          | AFLAC                               | Employee Withholding                             | -32.76     |
| 41778          | California State Disbursement Unit  | Employee Wage Assignment                         | -471.69    |
| 41779          | Noble Credit Union                  | Employee Withholdings                            | -100.00    |
| 41780          | Valley First Credit Union           | Employee Withholding                             | -250.00    |
| Direct Deposit | QuickBooks Payroll Service          | Created by Payroll Service on 12/02/2020         | -23,510.50 |
| Direct Deposit | QuickBooks Payroll Service          | Created by Payroll Service on 12/02/2020         | -117.39    |
| EFT Pmt        | Internal Revenue Service            | EFT Payment                                      | -9,455.38  |
| ACH Pmt        | Employment Development Department   | Disability Withholdings                          | -317.68    |
| ACH Pmt        | Employment Development Department   | CA Withholdings                                  | -1,409.74  |
| 41781-41783    | Payroll                             | (1st) Payroll                                    | -4,497.63  |
| 41784          | Charles Burton Siverling Jr.        | Reimb: Work Boots                                | -264.54    |
| 41785          | Anthony Anaya                       | Per Diem/Milealge for SWRCB G2 Water Distributio | -357.45    |
| 41786          | A & D Leak Detection                | Park Pool Leak Detection Service                 | -900.00    |
| 41787          | Carlos Tovar Jr.                    | December-2020 Mtg @\$143.50                      | -143.50    |
| 41788          | Charles Garabedian Jr.              | December-2020 Mtg (1) @\$143.50                  | -143.50    |
| 41789          | Charles Garabedian Jr.              | In Lieu of Medical 01/2021                       | -2,850.52  |
| 41790          | Frank Cerrillo Jr.                  | December 2020 Mtg (1) @\$100                     | -100.00    |
| 41791          | Frank Cerrillo Jr.                  | In Lieu of Medical 01/2021                       | -2,878.03  |
| 41792          | Irma Castaneda                      | December-2020 Mtg (1) @\$143.50                  | -49.56     |
| 41793          | Irma Castaneda                      | In Lieu of Medical 01/2021                       | -2,784.23  |
| 41794          | Salvador Cerrillo                   | November-20 (1) Mtg Missed                       | -100.00    |
| 41795          | Salvador Cerrillo                   | December-2020 Mtg (1) @\$100                     | -100.00    |
| 41796          | Salvador Cerrillo                   | In Lieu of Medical 01/2021                       | -3,333.49  |
| 41797          | A & E Industrial Cleaning Equipment | Rep/Maint Supplies-WWTF                          | -40.43     |
| 41798          | Ability Answering/Paging Services   | December-2020 Answering Service                  | -132.67    |
| 41799          | ACWA/JPIA                           | January-2021 Premium                             | -2,789.92  |
| 41800          | Alert-O-Lite                        | Repairs/Maintenance Park/WWTF                    | -509.17    |
| 41801          | All-Phase Medallion                 | WWTF Repairs/Maint                               | -49.66     |
| 41802          | Allied Rodent Control               | WWTF Rodent Control-November-20                  | -350.00    |
| 41803          | Asbury Environmental Services       | WWTF Oil Removal                                 | -160.00    |
| 41804          | Atlas Copco Compressors             | Repairs/Maint WWTF Blower                        | -8,874.30  |
| 41805          | Badger Meter                        | Beacon Online Service-November-20                | -436.99    |
| 41806          | California Business Machines        | Nov20 Thru Feb21 Copier Service/Plus Overage No  | -1,072.47  |
| 41807          | California CAD Solutions            | GIS Update for WWTF                              | -600.00    |
| 41808          | California Industrial Rubber Co.    | Trailer Hitch for Water dept Trk                 | -379.80    |
| 41809          | Cintas Corporation #621             | November-20 Uniforms/Supplies                    | -1,274.60  |
| 41810          | Clark Pest Control                  | November-20 Service-District Office/Center       | -125.00    |
| 41811          | Clark Pest Control                  | November-20 Service-WWTF                         | -125.00    |
| 41812          | Code Publishing, Inc.               | 20/21-Annual Web Hosting                         | -250.00    |
| 41813          | Costanzo & Associates               | October-20 Professional Service                  | -4,520.57  |
| 41814          | Crush Recycling                     | Base Rock WWTF Ponds                             | -1,557.45  |
| 41815          | Culligan                            | November-2020 Water Service-District Office      | -12.70     |
| 41816          | Asbury Environmental Services       | WWTF Degreaser Removal                           | -887.29    |
| 41817          | Culligan                            | November-2020 Water Service-WWTF                 | -17.35     |
| 41818          | Culligan                            | November-2020 Water Service-Water Dept           | -10.00     |
| 41819          | Ernest Packaging                    | Maint Supplies/WWTF/District/Park                | -339.69    |
| 41820          | Ferguson Enterprises Inc.           | New Fire Hydrant Meter                           | -1,921.96  |
| 41821          | Fresno Oxygen                       | November-20 Cylinder Rental                      | -34.71     |
| 41822          | Fresno Pipe & Supply, Inc.          | WWTF Maint Supplies                              | -82.28     |
| 41823          | Gordon Saito & Co., CPA's LLP       | November-2020 Accounting Services                | -3,952.50  |



| Num   | Name                                     | Memo  | Amount     |
|-------|--|---|------------|
| 41824 | Home Depot                               | November-20 Repairs/Maintenance Supplies        | -387.13    |
| 41825 | Industrial Waste & Salvage               | October-20 Solid Waste-Business                 | -34,851.07 |
| 41826 | Integrity Networks                       | December-2020 WWTF-Internet                     | -275.95    |
| 41827 | Jim Brisco Enterprises, Inc.             | WWTF Biosolids Removed                          | -7,062.72  |
| 41828 | Jorgensen & Co.                          | Fire Extinguisher Class/WWTF Annual Service     | -651.98    |
| 41829 | Jorgensen Batteries, Inc.                | Battery for Flusher Trailer                     | -103.47    |
| 41830 | Kuckenbecker Tractor Co.                 | WWTF Repair/Maint                               | -89.99     |
| 41831 | Malaga County Water District             | Replenish Petty Cash-September 2020             | -25.00     |
| 41832 | Malaga County Water District             | Replenish Petty Cash-October 2020               | -209.15    |
| 41833 | Malaga County Water District             | Replenish Petty Cash-November 2020              | -132.20    |
| 41834 | Moore Twining Associates,Inc             | November-20 Testing                             | -1,129.00  |
| 41835 | Napa Auto Parts                          | Repair/Maint Supplies                           | -61.12     |
| 41836 | PC Solutions                             | December-2020 Service Maintenance               | -1,678.75  |
| 41837 | Pena's Disposal                          | Shredding Service-Dec20                         | -50.00     |
| 41838 | Proactive Environmental Products LLC     | WWTF Sampler Supplies                           | -126.30    |
| 41839 | Provost & Pritchard                      | October-20 Ongoing Service                      | -4,900.40  |
| 41840 | Quadient Finance USA, Inc.               | Postage Machine Fees                            | -32.12     |
| 41841 | Quinn Rental Services                    | WWTF Maintenance                                | -2,793.08  |
| 41842 | Robert V. Jensen Inc.                    | November-20 District Fuel                       | -568.60    |
| 41843 | San Joaquin Valley Air Pollution Control | 21/22 Annual Permits To Operate WWTF            | -577.00    |
| 41844 | Signmax                                  | Purchased Signs for Park                        | -100.41    |
| 41845 | Streamline                               | November-20 Website Service                     | -200.00    |
| 41846 | SWRCB Fees                               | 20/21 Annual Permit-District Office             | -2,848.00  |
| 41847 | City National Bank                       | Water/WWTF System Improvemnts Loan-Jan21 Pn     | -59,002.07 |
| 41848 | SWRCB Fees                               | WWTF Annual Permit-20/21                        | -30,362.00 |
| 41849 | Telstar Instruments, Inc.                | WWTF Scada Repair                               | -568.00    |
| 41850 | USA Bluebook                             | WWTF Lab Materials                              | -1,094.33  |
| 41851 | Westec Engineering, Inc.                 | WWTF Maint/Repairs                              | -391.20    |
| 41852 | Winsupply                                | Hydrant Oil for Water Dept.                     | -103.12    |
| 41853 | Zee Medical Services                     | November-20 Medical Supplies-Center             | -97.83     |
| 41854 | Irma Castaneda                           | November-20 Mtg (1) @\$143.50 Missed            | -143.50    |
| 41855 | SWRCB Accounting Office                  | Safe Drinking Water Revolving Fund-Pmt #8 Jan21 | -7,005.75  |
| 41856 | Salvador Cerrillo                        | December-20 Missed mtg (10 @\$100               | -100.00    |
| 41857 | Irma Castaneda                           | December-20 Missed Mtg (1) @\$143.50            | -143.50    |
| 41858 | Frank Cerrillo Jr.                       | December-20 Missed Mtg (1) @\$100               | -100.00    |
| 41859 | Carlos Tovar Jr.                         | December-20 Missed Mtg (1) @\$143.50            | -143.50    |
| 41860 | Charles Garabedian Jr.                   | December-20 Missed Mtg (1) @\$143.50            | -143.50    |
| 41861 | AFLAC                                    | Employee Withholdings                           | -32.76     |
| 41862 | California State Disbursement Unit       | Employee Wage Assignment                        | -471.69    |
| 41863 | Noble Credit Union                       | Employee Withholdings                           | -100.00    |
| 41864 | Valley First Credit Union                | Employee Withholding                            | -250.00    |
| 41865 | A T & T                                  | November-2020 District Office                   | -427.15    |
| 41866 | Charles Burton Siverling Jr.             | Reimb Log Books for WWTF                        | -26.52     |
| 41867 | Citi Cards                               | Staff Turkeys/Payroll Updates                   | -613.20    |
| 41868 | Comcast                                  | December-2020 Service                           | -295.80    |
| 41869 | Costco Membership                        | 2021 Annual Renewal Membership                  | -300.00    |
| 41870 | Gabino Gomez                             | Per Diem SWRCB G3 Certification                 | -357.45    |
| 41871 | Industrial Waste & Salvage               | November-20 Dumping Fees-Water Dept             | -300.07    |
| 41872 | Industrial Waste & Salvage               | November-20 Dumping Fees-Water/Center/WWTF      | -862.61    |
| 41873 | A T & T                                  | November-2020 Center                            | -359.77    |
| 41874 | Industrial Waste & Salvage               | November-2020 Solid Waste-Residential           | -6,403.12  |
| 41875 | Jesse Alvarez Jr.                        | SWRCB G2 Distribution Exam Per Diem             | -357.45    |
| 41876 | Jesse Alvarez Jr.                        | Reimb Hotel for SWRCB Exam                      | -146.35    |
| 41877 | Jody Swacker                             | Mileage Week of December 1-14, 2020             | -193.20    |
| 41878 | Jody Swacker                             | Reimb Heater for Pretreatment                   | -40.75     |
| 41879 | Leaf                                     | December-2020 Copier Service                    | -370.42    |

Malaga County Water District  
Checks Disbursed  
December-2020

**ITEM #14B**

| Num            | Name                               | Memo   | Amount      |
|----------------|------------------------------------|--|-------------|
| 41880          | Moises Ortiz.                      | 2020 Staff Christmas Bonus                   | -3,250.00   |
| 41881          | SWRCB-DWOC                         | Distribution Certification Request           | -80.00      |
| Direct Deposit | QuickBooks Payroll Service         | Created by Payroll Service on 12/16/2020     | -23,290.30  |
| EFT Pmt        | Internal Revenue Service           | EFT Payments                                 | -9,083.70   |
| ACH Pmt        | Employment Development Department  | CA Withholdings                              | -1,480.07   |
| ACH Pmt        | Employment Development Department  | Disability Wihholding                        | -326.77     |
| 41882-41885    | Employee Payroll                   | (2nd) Payroll                                | -5,765.43   |
| 41886          | Salvador M. Cerrillo.              | 1st Place Christmas House Decorating Contest | -800.00     |
| 41887          | Guadalupe Hernandez                | 2nd Place Christmas House Decorating Contest | -400.00     |
| 41888          | Carmen Armenta                     | 3rd Place Christmas House Decorating Contest | -200.00     |
| 41889          | Malaga County Water District       | Staff Christmas Bonus-2020                   | -500.00     |
| 41890          | AFLAC                              | Employee Withholdings                        | -32.76      |
| 41891          | California State Disbursement Unit | Employee Wage Assignment                     | -471.69     |
| 41892          | Noble Credit Union                 | Employee Withholdings                        | -100.00     |
| 41893          | Valley First Credit Union          | Employee Withholding                         | -250.00     |
| 41894          | Costco Membership                  | Additional Renewal Fees-January-2021         | -60.00      |
| 41895          | Jody Swacker                       | Mileage Week of December 15-28, 2020         | -90.28      |
| 41896          | P G & E                            | December-2020 Utilities                      | -20,033.54  |
| 41897          | SWRCB Accounting Office            | Water Sytem Annual Fee-20/21                 | -997.04     |
| 41898          | TPX Communications                 | WWTF Phone Service-December-2020             | -513.21     |
| 41899          | Gabino Gomez                       | Reimb Hotel Water Operator Exam 3            | -265.29     |
| 41900-41901    | Employee Payroll                   | (3rd) Payroll                                | -3,322.57   |
| Direct Deposit | QuickBooks Payroll Service         | Created by Payroll Service on 12/29/2020     | -24,905.18  |
| TOTAL:         |                                    |  | -369,795.02 |

**MALAGA COUNTY WATER DISTRICT**  
**STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS**  
**DECEMBER-2020**  
**FINAL**

**Wells Fargo Bank - Checking**

|   |                      |
|---|----------------------|
| <b>Beginning Balance-November 30, 2020:</b> | <b>\$ 723,334.38</b> |
| Cash Receipts-Nov20:                        | 193,112.23           |
| Bank Interest-Dec20:                        | 5.20                 |
| Bank Fees-Dec20:                            | (99.15)              |
| Credit Card Fees-Dec20:                     | (790.89)             |
| Credit Card Charges-Dec20:                  | (5,048.38)           |
| Disbursements-Nov20:                        | (422,672.99)         |
| <b>Ending Balance-December 31, 2020</b>     | <b>\$ 487,840.40</b> |

**County of Fresno****Maintenance Fund:**

|   |                      |
|---|----------------------|
| <b>Beginning Balance-November 30, 2020:</b> | <b>\$ 7,624.21</b>   |
| Property Taxes-Dec-20                       | 179,151.06           |
| Interest-Dec-20                             | \$ 852.03            |
| <b>Ending Balance-December 31, 2020</b>     | <b>\$ 187,627.30</b> |

**LAIF Account:**

|   |                      |
|---|----------------------|
| <b>Beginning Balance-November 30, 2020:</b> | <b>\$ 501,131.63</b> |
| Qtrly Interest-Ending-N/A                   | \$ -                 |
| <b>Ending Balance-December 31, 2020</b>     | <b>\$ 501,131.63</b> |

**Self-Help Credit Union**

|   |                     |
|---|---------------------|
| <b>Beginning Balance-November 30, 2020:</b> | <b>\$ 51,736.38</b> |
| Interest-Nov20-                             | \$ -                |
| <b>Ending Balance-December 31, 2020</b>     | <b>\$ 51,736.38</b> |

**Zions Bank**

|   |                      |
|---|----------------------|
| <b>Beginning Balance-November 30, 2020:</b> | <b>\$ 540,859.00</b> |
| Interest-Nov-20-N/A                         | -                    |
| <b>Ending Balance-December 31, 2020</b>     | <b>\$ 540,859.00</b> |

**Total Cash In Bank Accounts-December 31, 2020****\$ 1,769,194.71**

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

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**Special Projects****Meter Project**

|   |           |                     |
|---|-----------|---------------------|
| Vulcan Constrution 1st Pmt-11/01/18     | \$        | 260,568.97          |
| Vulcan Constrution 2nd Pmt-12/06/18     | \$        | 137,426.99          |
| Vulcan Constrution 3rd Pmt-01/09/19     | \$        | 123,973.71          |
| Vulcan Constrution 4th Pmt-01/25/19     | \$        | 152,571.35          |
| Vulcan Constrution 5th Pmt-03/05/19     | \$        | 126,109.55          |
| Vulcan Constrution 6th Pmt-03/28/19     | \$        | 295,326.12          |
| Vulcan Constrution 7th Pmt-05/15/19     | \$        | 10,053.14           |
| Vulcan Constrution 8th Pmt-08/29/19     | \$        | 1,225.50            |
| Vulcan Constrution Pmt #9-08/15/19      | \$        | 58,276.60           |
| <b>Ending Balance-December 31, 2020</b> | <b>\$</b> | <b>1,165,531.93</b> |

**Well Project #CDBG #16451**

|   |           |                   |
|---|-----------|-------------------|
| Lighthouse Electric 1st Pmt-03/13/19    | \$        | 149,671.45        |
| Lighthouse Electric 2nd Pmt-08/22/19    | \$        | 63,371.26         |
| <b>Ending Balance-December 31, 2020</b> | <b>\$</b> | <b>213,042.71</b> |

**Recreation Restroom Project**

|   |           |                   |                      |
|---|-----------|-------------------|----------------------|
| CSJ-1st Draw Payment-10/04/18           | \$        | 69,296.75         | X-Transferred        |
| CSJ-2nd Draw Payment-11/26/18           | \$        | 55,437.40         | X-Transferred        |
| CSJ-3rd Draw Payment-12/06/18           | \$        | 55,437.40         | X-Transferred        |
| CSJ-4th Draw Payment-12/27/18           | \$        | 50,437.40         | X-Transferred-July20 |
| CSJ-5th Draw Payment-03/13/19           | \$        | 27,708.70         | X-Transferred-July20 |
| CSJ-1st Draw Pmt Completion 08/13/19    | \$        | 57,000.00         | X-Transferred-July20 |
| CSJ-Addendum-Restroom 09/04/19          | \$        | 18,000.00         | X-Transferred-July20 |
| CSJ-2nd Draw Pmt Completion 09/11/19    | \$        | 57,000.00         | X-Transferred-July20 |
| CSJ-3rd Draw Pmt Completion 10/10/19    | \$        | 57,000.00         | X-Transferred-July20 |
| Final Draw-Completion Restroom/Storage  | \$        | 13,859.35         | X-Transferred-July20 |
| <b>Ending Balance-December 31, 2020</b> | <b>\$</b> | <b>461,177.00</b> |                      |

**Recreation A/C Roof Project**

|  |           |                   |
|--|-----------|-------------------|
| Davis Moreno Construction 1st Pmt- 06/13/19  | \$        | 25,646.95         |
| Davis Moreno Construction 2nd Pmt-07/09/19   | \$        | 306,852.00        |
| Davis Moreno Construction 3rd Pmt-07/26/19   | \$        | 83,788.96         |
| Davis Moreno Construction 4th Pmt-01/09/20   | \$        | 38,688.65         |
| Davis Moreno Construction Retention-12/19/19 | \$        | 23,946.14         |
| <b>Ending Balance-December 31, 2020</b>      | <b>\$</b> | <b>478,922.70</b> |

**Prop 68 Project-Park/Center**

|   |           |                  |
|---|-----------|------------------|
| Broussard Associates Landscape-06/11/19 | \$        | 6,000.00         |
| Broussard Associates Landscape-07/09/19 | \$        | 6,000.00         |
| <b>Ending Balance-December 31, 2020</b> | <b>\$</b> | <b>12,000.00</b> |

**District Office Project**

|  |           |                 |
|--|-----------|-----------------|
| Mike De Alba-Architect-Pmt-01/18/19    | \$        | 4,500.00        |
| <b>Ending Balnce-December 31, 2020</b> | <b>\$</b> | <b>4,500.00</b> |