



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, May 10, 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. Old Business:

- a. **Solar Project Financing.** First Foundation has informed the District that due to a high volume of financing they will not be able to process our Purchase Sale Agreement financing as set forth on the prior term sheet. The new closing date will be July 8, 2022. The interest rate will be locked until that date and all other terms and conditions previously approved by the Board are unchanged.

Recommended Action: approve the amended Term Sheet and authorize the General Manager to proceed with the application process.

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

5. New Business:

- a. **Resolution No. 05-10-2022.** A resolution adopting and amended Malaga County Water District Master Schedule of Fees, Charges, Penalties and Recovered Costs.

Recommended action: to approve Resolution No. 05-10-2022 as presented or amended.

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

- b. **Resolution No. 05-10-2022A.** A resolution ordering an even-year board of directors' election; consolidation of elections; and specifications of the election order.

Recommended action: to approve Resolution No. 05-10-2022A as presented or amended.

Motion by: _____; Second by: _____

- c. **CDBG 21451.** The District has been awarded \$250,000 in CDBG funds through Fresno County for Nitrogen Reduction at the Malaga Wastewater Plant. An Agreement is required with the County to secure the funds.

Recommended action: To approve the Agreement with Fresno County and authorizing the General Manager to sign the Agreement and submit reimbursement requests to the County.

Motion by: _____; Second by: _____

6. Incorporation Reports:

7. Recreation Reports:

8. Engineer Reports:

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

9. General Manager's Report:

- a. Proposed city annexation within MCWD SOI

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

14. Communications:

- a. Written Communications:
 - 1. **Flyer.** The San Joaquin Valley Air Pollution Control District will host a lawnmower trade-in event on May 14.

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 April 12, 2022 and Regular Board Meeting of April 25, 2022.
- b. Financial Statements and Accounts Payable Reports.

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

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

16. Closed Session:

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

17. Adjournment:

Motion by: _____, **Second by:** _____

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of May 10, 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 05/06/2022.

Norma Melendez

Norma Melendez, District Clerk



item 4.a.

April 14, 2022

RE: **Malaga County Water District
2022 Energy Efficiency Financing**

Based upon your request and preliminary review of the information provided to-date, First Foundation Public Finance (“FFPF”) would like express its interest in underwriting and obtaining credit approval for the following Credit Facility to the Malaga County Water District, CA (“Borrower”) based on the terms outlined below. This Letter is provided by First Foundation Public Finance for discussion purposes only. *It is not intended to be binding, does not create any obligation on the part of First Foundation Public Finance to Sponsor or any third party, and is not a commitment to lend or agreement of any kind. No obligation whatsoever on the part of First Foundation Public Finance shall arise until execution and delivery of a formal commitment or loan documentation by a duly authorized officer of First Foundation Public Finance, which obligation shall be subject to all of the conditions contained therein.*

The proposed loan conditions are:

STRUCTURE: Term

PURPOSE: Finance energy efficiency upgrades

MAX. LOAN AMT: \$3,000,000

INTEREST RATE: Tax-exempt BQ: 3.25% (4.51% taxable equivalent)

RATE LOCK: The Rate will be locked for until July 8, 2022. If the Credit Facility fails to close within this period, FFPF reserves the right to adjust the rate.

TERM: 20-years

REPAYMENT: Semi-annual interest, annual principal payments

AVERAGE LIFE: 12.07-years

PRE-PAYMENT: Repayable at 103% in years 1-2, declining to 102% in years 3-4, and 101% in years 5-6. Redeemable at par beginning in year 7 and thereafter.

COLLATERAL: Net revenue pledge

COVENANTS: 1.15x annual debt service coverage

ADDITIONAL TERMS: Documents to be prepared by the Borrower’s Bond Counsel for review by FFPF’s counsel Nixon Peabody, LLP. Legal fees and expenses of Nixon Peabody, LLP are estimated to be \$10,000. All other filing fees and related fees shall be paid by the Borrower in connection with the issuance (including applicable CDIA fees).

Periodic financial and collateral reporting by the Borrower, as well as representations and warranties of the Borrower regarding its status and ability to repay, taxability gross-up and covenants and conditions that are appropriate for a Credit Facility of the scope and nature proposed above will be determined as part of FFPF’s underwriting and credit approval process.

PDF’s of all executed and other documents listed on the Closing Index shall be provided to FFPF no later than 24 hours before the time of the requested wire; provided, that if any documents can only be signed after receipt of the wire, those documents shall be provided immediately after receipt of the wire.

In an event of default, a default rate equal to the Interest Rate + 3.00% will be required.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Deposit Insurance Corporation, Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, MO 64106.

item 5.a.

RESOLUTION NO. 05-10-2022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT ADOPTING AND AMENDED MALAGA COUNTY WATER DISTRICT MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

WHEREAS, the Malaga County Water District ("District") has adopted and amends, from time to time, a Master Schedule of Fees, Charges, Penalties and Recovered Costs which lists various fees and charges for services provided by the District; and

WHEREAS, the Board of Directors of the District now desires to amend the Master Schedule of Fees, Charges, Penalties and Recovered Costs to amend fees for applications for services and costs related there to; and

WHEREAS, the Board of Directors of the District has considered the staff report, testimony given at the public hearing, and all other information available to the Board and determined that the amended fees as set forth in the Master Schedule of Fees, Charges, Penalties and Recovered Costs attached hereto and incorporated by this reference herein as Attachment A, and finds that the fees, charges and recovered costs as set forth in Attachment A are reasonable and do not exceed the costs to the District for providing the service or services related to said fees, charges and recovered costs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT AS FOLLOWS:

1. That the foregoing recitals are true and correct and are incorporated by this reference as fully set forth at this point.

2. That the Board of Director of the Malaga County Water District hereby adopts the amended Master Schedule of Fees, Charges, Penalties and Recovered Costs as attached hereto as Attachment A, effective upon passage of this Resolution.

* * * * *

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 10th day of May 2022 by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the
Malaga County Water District

ATTEST:

Moises Ortiz, Secretary to the Board
of Directors of the Malaga County Water District

item 5.a.

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

CHAPTER SIX - DRAFT

proposed

CHARGES FOR ADMINISTRATIVE, LEGAL AND ENGINEERING SERVICES

The following charges for administrative, legal and engineering costs incurred by the District in processing requests/applications for services by private individuals/developers, unless otherwise indicated, are as follows:

1. Water Service. The following fees shall apply to applications or requests by individuals/developers related to water service:
 - a. Review contracts, plans or miscellaneous research/reviews:
 - i. Application/initial review fee. \$200.
 - ii. legal fees – actual fees incurred plus 10% administrative fee, \$500 deposit;
 - iii. engineering fees – actual fees incurred plus 10% administrative fee, \$500 deposit
 - iv. staff fees- actual cost plus 10% administrative fee.
2. Sewer Service. The following fees shall apply to all requests by individuals/developers for services related to sewer service:
 - a. Review/draft contracts/agreements:
 - i. legal fees – actual fees incurred. \$500 deposit;
 - ii. engineering fees – actual fees incurred. \$500 deposit;
 - iii. staff fees \$100/hour.
 - b. Review plans:
 - i. legal fees – actual fees incurred. \$500 deposit;
 - ii. engineering fees – actual fees incurred. \$500 deposit;
 - iii. staff fees \$100/hour.
 - c. Miscellaneous research/reviews:
 - i. legal fees – actual fees incurred. \$500 deposit;
 - ii. engineering fees – actual fees incurred. \$500 deposit;
 - iii. staff fees \$100/hour.
3. Annexation. Fees related to annexations shall be as follows:
 - a. District annexation application fee \$200 per acre to be annexed.
 - b. \$ 10.85 per frontage foot existing water main; construction cost of new water main.
 - c. \$ 13.15 per frontage foot existing sewer main; construction cost of new sewer main.
 - d. Administrative, engineer, and legal review costs per items 1, 2, and 4.
 - e. LAFCo annexation fees at District cost

4. Construction Review. Fees for review of construction shall be based on the District Engineer's approved estimate of construction costs as follows:

Estimated Construction Costs As Approved by District Engineer	Estimated Construction Review Fee
\$0 - \$5,000	10% of cost
\$5,000 - \$25,000	\$600 + 6% of amount over \$5,000
\$25,000 - \$100,000	\$2,000 + 6% of amount Over \$25,000
\$100,000 - \$250,000	\$6,000 + 6% of amount Over \$100,000
Over \$250,000	\$15,000 + 5% of amount Over \$250,000

NOTE:

The Schedule of Construction Review Fees is provided as reference only. Construction activities are not directed by the District and are not under the control of the District. The District is due the fees incurred during the course of review of construction activities.

5. Additional Costs.

- a. Any meeting or conference held between the District and requesting party or his or her representative(s) and District staff shall be reimbursed by the individual requesting the service. The District staff, engineer and legal counsel will be reimbursed at the rates set forth above.
- b. Other Items. Costs incurred by the District related to requests for services not covered herein shall be determined, by the Board, at the time of the request.

6. Deposits. The District may require deposits for the processing of requests for services as set forth in this Chapter at an amount determined by the District. If, in the course of the project it is determined that the costs for the services requested will be in excess of the amount deposited, the requesting party shall be notified and will be required to make an additional deposit in an amount requested before any further work on the request proceeds. Failure of the requesting party or property Owner to make or maintain a deposit as required by the District shall result in the cessation of work on the request/project.

item 5.a.

current fees

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

CHAPTER SIX

CHARGES FOR ADMINISTRATIVE, LEGAL AND ENGINEERING SERVICES

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 - a. Review contracts, plans or miscellaneous research/reviews:
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 - ii. engineering fees \$200/hour
 - iii. staff fees \$100/hour.
2. Sewer Service. The following fees shall apply to all requests by individuals/developers for services related to sewer service:
 - a. Review/draft contracts/agreements:
 - i. legal fees \$200/hour;
 - ii. engineering fees \$200/hour;
 - iii. staff fees \$100/hour.
 - b. Review plans:
 - i. legal fees \$200/hour;
 - ii. engineering fees \$200/hour;
 - iii. staff fees \$100/hour.
 - c. Miscellaneous research/reviews:
 - i. legal fees \$200/hour;
 - ii. engineering fees \$200/hour;
 - iii. staff fees \$100/hour.
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Over \$250,000	\$15,000 + 5% of amount Over \$250,000

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6. Deposits. The District may require deposits for the processing of requests for services as set forth in this Chapter at an amount determined by the District. If, in the course of the project it is determined that the costs for the services requested will be in excess of the amount deposited, the requesting party shall be notified and will be required to make an additional deposit in an amount requested before any further work on the request proceeds. Failure of the requesting party or property Owner to make or maintain a deposit as required by the District shall result in the cessation of work on the request/project.

RESOLUTION NO. 05-10-2022A

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT ORDERING
AN EVEN-YEAR BOARD OF DIRECTORS ELECTION; CONSOLIDATION OF
ELECTIONS; AND SPECIFICATIONS OF THE ELECTION ORDER**

WHEREAS, California Elections Code requires a General District Election be held in each District to choose a successor for each elective officer whose term will expire on a first Friday in December following the election to be held on the first Tuesday after the first Monday in November in each even-numbered year; and

WHEREAS, other elections may be held in whole or in part in the territory of the District and it is to the advantage of the District to consolidate pursuant to Elections Code §10400; and

WHEREAS, Election Code §10520 requires each District involved in a general election to reimburse the County for the actual cost incurred by the County Election Official in conducting the election for that District; and

WHEREAS, Elections Code §13307 requires that before the nominating period opens the District Board must determine whether a charge shall be levied against each candidate submitting a Candidate's Statement to be sent to the voters; determine the number of words, may estimate the cost; and state the estimate must be paid in advance; and

WHEREAS, Elections Code §12112 requires the Election Official of the principal County to publish a Notice of Election once in a newspaper of general circulation in the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE MALAGA COUNTY WATER DISTRICT AS FOLLOWS:**

1. That the foregoing recitals are true and correct and are incorporated by this reference as fully set forth at this point.
2. That an election be held within the territory included in the Malaga County Water District on the 8th day of November, 2022, for the purpose of electing members to

the Board of Directors of the Malaga County Water District in accordance with the following specifications:

A. The election shall be held on Tuesday, the 8th day of November, 2022. The purpose of the election is to choose members of the Board of Directors for the following seats:

Frank Cerillo, Jr.	Elected 12/2018	Expires 12/02/2022
Carlos Tovar, Jr.	Elected 12/2018	Expires 12/02/2022
Salvador A. Cerillo	Elected 12/2018	Expires 12/02/2022

B. The District has determined that the candidate will pay for the optional Candidate Statement. The Candidate Statement shall be limited to 200 words. As a condition of having the Candidate Statement published, the candidate shall pay the estimated cost at the time of filing. The District hereby accepts the estimated cost as estimated by the County Clerk/Registrar of Voters.

C. The District directs that the County Clerk/Registrar of Voters publish the Notice of Election in a newspaper of general circulation that is regularly circulated in the territory.

D. The Board of Directors of the Malaga County Water District hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the District, pursuant to Election Code §10400, et. seq. In accordance with the provisions Elections Code §10403, the Board of Directors of the Malaga County Water District acknowledges that the consolidated election will be held and conducted in accordance with the applicable provisions of law regulating the Statewide General Election pursuant to Elections Code §10418.

E. The Board of Directors of the Malaga County Water District hereby requests the Board of Supervisors to permit the County Clerk/ Registrar of Voters to provide all necessary elections services and to canvas the results of the election.

F. The District will reimburse the County for the actual cost incurred by the County Elections Official in conducting the General District Election upon receipt of a bill stating the amount due as determined by the Elections Official.

G. The Clerk of the Board of the Malaga County Water District is hereby order to delivered copies of this Resolution to the Registrar of Voters, and if applicable, to the Registrar of Voters of any other County in which the election is to be held.

* * * * *

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 10th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the
Malaga County Water District

ATTEST:

Moises Ortiz, Secretary to the Board
of Directors of the Malaga County Water District

AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the MALAGA COUNTY WATER DISTRICT, a special district in the County of Fresno formed under Part 2 of Division 12 of the California Water Code, with a district office located at 3580 South Frank Street, Fresno, CA 93725 ("District").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant ("CDBG") Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the District has submitted the Malaga Wastewater Treatment Plant Nitrogen Reduction, Project No. 21451 ("Project"), for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$250,000, and the District has requested the sum of \$250,000 from the County's allocation of CDBG funds; and

WHEREAS, at a public hearing conducted on May 11, 2021, the County Board of Supervisors approved the Project on the back-up list, as part of the County's 2021-2022 Action Plan, should funding become available; and

WHEREAS, there are now sufficient CDBG funds available to fund the next project on the back-up list, which is this Project; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the District and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

1 A. The Project consists of various aeration, flow, and control system
2 modifications, upgrades, and improvements at the Malaga Wastewater Treatment Plant. The
3 Project will improve treatment efficiency and reduce the effluent nitrogen content, to meet new
4 regulatory requirements and reduce groundwater contamination.

5 B. The Project site is owned by the District.

6 C. The work to be funded with CDBG funds is as follows:

7 1. Obtain all necessary permits.

8 2. Perform all necessary design engineering including, but not limited
9 to, surveying, testing, preparation of plans, specifications, and cost estimates, bid documents and
10 a cost or price analysis, review of bids, and recommendation for award.

11 3. Prepare and advertise Project bid notices and award construction
12 contracts including, but not limited to, the printing of bid documents, publishing of notices, and
13 preparation of bid summary.

14 4. Perform all construction engineering including, but not limited to,
15 shop drawing review and approval, contract change order preparation, surveying, staking,
16 inspection, soil testing, materials testing, preparation of "as-built" drawings, labor compliance, and
17 contract administration.

18 5. Provide related eligible improvements.

19 D. The Project budget is estimated by the District as follows:

20	Construction	\$180,000
21	Design & Construction Engineering	45,000
	Contingency, Permits & Misc.	<u>25,000</u>
22	Total	\$250,000

23 E. Notwithstanding District's estimates described in the above-described
24 Project budget, payments for the Project from CDBG funds shall be limited to the District's actual
25 costs, and shall not exceed the total amount of \$250,000.

26 F. The proposed funding for the Project shall be provided from the following
27 sources:

28	CDBG	\$250,000
	Local Financial Contribution	<u>0</u>

Total \$250,000

1 G. Prior to any changes that may occur which would modify the scope of the
2 Project, the District shall submit a written request to the County. The District shall send its written
3 request to:

4
5 Community Development Grants
6 County of Fresno
7 Department of Public Works and Planning
8 Community Development Division
9 2220 Tulare Street, 6th Floor
10 Fresno, CA 93721

11 If the Director of the County Department of Public Works and Planning (“Director”) determines the
12 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to
13 permit such modifications. The County shall specify in a letter to the District whether such
14 modifications to the scope of the Project are authorized, and if the District may proceed.

15 II. OBLIGATIONS OF THE COUNTY

16 A. The County shall reimburse the District up to, but not more than, \$250,000
17 in CDBG funds for the Project for the District’s performance of its obligations under this Agreement.
18 All funds shall be paid in accordance with Section V of this Agreement.

19 B. The County shall review, within thirty (30) calendar days of receipt from the
20 District, the engineer selection process description and summary of the analysis, as prepared by
21 the District, to verify that a competitive process was conducted in accordance with U.S. Department
22 of Housing and Urban Development (HUD) procurement standards. If such conditions have been
23 met, the County shall specify in a letter to the District that these conditions have been met, and
24 that the engineering contract can be awarded.

25 C. The County shall review, within forty-five (45) calendar days of receipt from
26 the District, the design plans and specifications for the Project, as prepared by the District, for
27 compliance with Federal regulations, conformance with applicable code requirements sufficient to
28 allow for construction-related permit issuance, and the total Project cost estimate, to ensure
sufficient funds are available to complete the Project. If such conditions have been met, the County
shall specify in a letter to the District that these conditions have been met and that the Project can
be advertised.

1 D. The County shall also review, within twenty-one (21) calendar days of
2 receipt from the District, the name of the low bidder, and cost or price analysis of the low bid
3 proposal prepared by the District, to determine whether the contractor will be reasonably
4 compensated in accordance with Federal requirements, and to verify that the contractor is bonded,
5 and has not been disbarred or suspended from participating in Federal projects. The County shall
6 specify in a letter to the District that the conditions of this Section II(D) have been met, and that the
7 contract can be awarded.

8 E. The County shall attend the pre-construction meeting between the District
9 and the contractor to discuss labor compliance requirements for the Project, Project monitoring,
10 and to inform the District and contractor that the County will conduct field reviews to ensure labor
11 compliance and other conditions of the construction contract are being met.

12 F. The County shall conduct periodic inspections of the Project, as may be
13 required, in the determination of the County, to ensure that the intended use and group of
14 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the
15 District's acceptance of the Project, the County shall conduct a final inspection of the Project. If
16 such conditions have been met, the County shall specify in a letter to the District that these
17 conditions have been met.

18 III. OBLIGATIONS OF THE DISTRICT

19 A. The District shall provide any and all sums of money in excess of \$250,000
20 which may be necessary to complete the Project. For the purposes of awarding the construction
21 of the Project within the Agreement amount, the bid documents shall include any proposed additive
22 or deduct alternatives.

23 B. The District shall demonstrate in writing, and to the County's satisfaction,
24 that it has the authority, operational ability, and financial resources for maintaining the
25 improvements constructed with CDBG funds under this Agreement, prior to award of construction
26 of the Project.

27 C. The District shall perform, or cause to be performed, all engineering work
28 required for the Project.

1 D. In selecting an engineer to perform any engineering work required for the
2 Project, the District shall go through a competitive process in accordance with Chapter 4.10 of the
3 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the
4 engineer, the District shall prepare a written description of the process, perform a cost or price
5 analysis, and submit the process description and summary of the analysis to the County
6 Community Development Division for review. The District shall obtain a letter from the County
7 specifying that the conditions of this Section have been met.

8 E. The District shall specify in agreements with its consultants that all
9 engineering work funded with CDBG funds shall become the property of the District upon payment
10 by the District for the cost of such engineering work.

11 F. The District shall furnish evidence to County, prior to the County's
12 authorization to advertise for bids, that it has free and clear title to all parcels of real property on
13 which Project improvements will be located, with any liens or encumbrances noted, and/or that it
14 has obtained or can obtain all necessary easements, rights-of-way, licenses, permits, and State
15 and local approvals required for the completion of the Project.

16 G. Upon completion of the design engineering, the District shall submit the
17 plans and specifications to the County Community Development Division. The County will ensure
18 Federal CDBG requirements have been adhered to, and review cost estimates, to ensure sufficient
19 funds are available. The District shall obtain a letter from the County specifying these conditions
20 have been met, and that the District is approved to advertise for bids to construct the Project.

21 H. The District shall advertise for bids, and shall award the construction
22 contract to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening,
23 the District shall notify the County of the date, time, and location of the bid opening.

24 I. Within seven (7) calendar days following the bid opening, the District shall
25 furnish the Community Development Division with the name of the low bidder, and cost or price
26 analysis of the low bid proposal prepared by the District, so that the County may verify with the
27 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder has not
28 been debarred or suspended from participating in Federal projects, and that the contractor will be

1 reasonably compensated in accordance with Federal requirements. The District shall obtain a
2 letter from the County specifying these conditions have been met, and that the District is approved
3 to award the Project for construction.

4 J. The District shall conduct a pre-construction meeting with the contractor,
5 and shall notify the County Community Development Division at least ten (10) calendar days prior
6 to the meeting so a representative of the County may attend to discuss CDBG labor compliance
7 requirements for the Project.

8 K. The District shall require the contractor, and all subcontractors, to submit
9 labor compliance documentation, including Certified Payroll, in the manner specified by the
10 County's Labor Compliance Officer, including the use of electronic systems such as LCPtracker.

11 L. Prior to the construction start date, the District shall give written notice
12 thereof to the County Community Development Division, to include a copy of the executed contract
13 between the District and the Contractor and the Notice to Proceed.

14 M. Concurrent with the submission of the first construction progress payment
15 request, the District shall provide documentation demonstrating that all construction-related
16 required permits have been issued by the County.

17 N. All proposed construction contract change orders shall not proceed until
18 prior written approval has been given by the County. Request for approval of a change order(s)
19 shall include a narrative description of the work, a cost or price analysis in accordance with HUD
20 requirements, a map depicting the location of the work addressed with the requested change order,
21 and a written certification from the District that the approval of the change order is consistent with
22 the final construction cost estimate approved by the County. In addition, the District shall certify
23 that the change order is within the scope of the Project and is necessary to complete the Project.

24 O. The District shall send its written description of the engineer selection
25 process, cost or price analyses, design plans, specifications, name of low bidder and low bid
26 proposal, public notices, and all written correspondence to:

27 Community Development Grants
28 County of Fresno
Department of Public Works and Planning
Community Development Division

2220 Tulare Street, 6th Floor
Fresno, CA 93721

1
2 P. The District shall comply with the mitigation measures, conditions and notes
3 identified in Environmental Review No. 8161 (the "Assessment"). A copy of the Assessment shall
4 be provided to the District.

5 Q. Upon completion of the Project, the District shall notify the County
6 Community Development Division so a representative of the Division may perform an inspection
7 of the Project to determine that it was completed in accordance with the scope of work approved
8 and authorized pursuant to this executed Agreement.

9 R. Upon approval of Project completion by the County, the District shall provide
10 the County Community Development Division with a resolution of acceptance, or similar
11 documentation, demonstrating that the Project was completed in accordance with the scope of
12 work approved and authorized pursuant to this executed Agreement, and any approved
13 subsequent amendments and/or change orders, and that the District has accepted the Project.
14 Prior to the final request for payment, the District shall also provide the County with a copy of the
15 recorded Notice of Completion (NOC), a written summary of all Project work completed with CDBG
16 and other funds, and documentation to demonstrate compliance with Section 3 of the Housing and
17 Urban Development Act of 1968, as amended.

18 S. During the contract period, the District shall complete and submit annually
19 on June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM)
20 form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The
21 POM shall contain the following information for the County's Federal reporting purposes to the
22 U.S. Department of Housing and Urban Development (HUD):

- 23 1. Total number of households/persons assisted.
24 2. Number of total households/persons assisted that:
25 a. Now have new access to this type of public facility or
26 infrastructure improvement.
27 b. Now have improved access to this type of public facility or
28 infrastructure improvement.

1 c. Now are served by public facility or infrastructure that is no
2 longer substandard.

3 T. The District shall be responsible for maintenance of the Project after
4 construction is completed, and shall perform such maintenance from non-CDBG resources.

5 U. The District must inform the County in writing of any program income
6 generated by the expenditure of CDBG funds. Any program income generated as a result of the
7 Project must be paid to the County. For purposes of this Agreement, program income is defined
8 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on
9 CDBG loans. If the District contributed financially to the improvement Project, the District may
10 retain a share of the program income in proportion to the District's contribution to the Project, after
11 the District has provided a written accounting acceptable to the County.

12 V. The District must obtain prior written approval from the County before
13 making any modification or change in the use of any real property improved, in whole or in part,
14 using CDBG funds in excess of \$25,000. The District shall provide affected citizens with notice of,
15 and opportunity to comment on, any proposed change to the use of real property improved with
16 CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by the District
17 for a use which does not qualify under the CDBG Program, the District shall reimburse the County
18 in an amount equal to the current fair market value for the property, less any proportional share
19 thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in
20 effect for five years after the Project is completed in HUD's Integrated Disbursement and
21 Information System (IDIS). In the event the CDBG program is closed out, the requirements of this
22 Section shall remain in effect for activities or property funded with CDBG funds, unless action is
23 taken by the Federal government to relieve the District of these obligations.

24 W. The District acknowledges that the County may periodically inspect the
25 Project to ensure that the property is being used as described in this Agreement. The District
26 agrees to provide any necessary information to the County to carry out such inspections.
27 Furthermore, the District agrees to take corrective action if the County determines that
28 modifications to the use and location of the Project have resulted in a violation of the Federal

1 CDBG regulations.

2 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

3 A. The District shall, and shall cause its consultants, contractors, and
4 subcontractors to, comply with all applicable State and Federal laws and regulations governing the
5 Project.

6 B. Whenever the District uses the services of a contractor, the District shall
7 require that the contractor comply with all Federal, State and local laws, ordinances, regulations,
8 and Fresno County Charter provisions applicable in the performance of their work.

9 C. This Project is subject to the requirements of Section 3 of the Housing and
10 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the District shall
11 require the prime contractor to complete and submit documentation prior to award of the
12 construction contract and upon Project completion that compliance with the Section 3 clause has
13 been met.

14 D. Non-Discrimination: The District agrees to comply with the non-
15 discrimination in employment and contracting opportunities laws, regulations, and executive orders
16 referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-
17 discrimination provisions in Section 109 of the Housing and Community Development Act of 1974
18 are still applicable.

19 E. Because the District is receiving at least \$100,000 for this Project from the
20 County's CDBG Program under this Agreement, the District shall complete and submit to the
21 County Community Development Division a "Certification of Payments to Influence Federal
22 Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise,
23 before the District awards a contract using at least \$100,000 of such CDBG funds, the District shall
24 require the consultant and/or contractor and all their sub-consultants and/or subcontractors to
25 complete and submit these two (2) forms described hereinabove to both the District and the
26 County.

27 F. Records Retention: The District shall retain all financial records, supporting
28 documents, statistical records, and all other records pertinent to this Agreement for a period of four

1 (4) years from the date of the submission of the County's consolidated annual performance and
2 evaluation report to HUD in which the activities assisted under this Agreement are reported on for
3 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of
4 the records cited, and that have started before the expiration of the four-year record retention
5 period, such records must be retained until completion of the actions and resolution of all issues,
6 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),
7 570.506).

8 V. PAYMENT FOR THE PROJECT

9 A. At monthly intervals, the District shall submit a written request to the County
10 for payment of specified costs incurred in the performance of this Agreement. The request for the
11 County to make such a payment shall be in accordance with the exemplar Project Pay Request
12 Form, attached as Exhibit 2, and incorporated by this reference. The request shall also be
13 accompanied by a written certification from the District that the request for payment is consistent
14 with the amount of work that has been completed, and that the work is in accordance with the
15 construction contract documents and this Agreement. The request for payment shall also be
16 accompanied by documentation acceptable to the County, such as checks, invoices, or vouchers
17 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.
18 The first construction progress payment request shall also be accompanied by documentation
19 demonstrating that all construction-related required permits have been issued by the County. After
20 appropriate review and inspection, the County shall make payment from CDBG funds provided in
21 this Agreement for all eligible costs specified herein up to the maximum amount payable under
22 Section I.

23 B. Any savings realized in the final cost of the Project, due to Project cost
24 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
25 the amount of this Project paid for with CDBG funds.

26 C. Payment for advertising and award shall be based on the actual costs of
27 printing and noticing.

28 D. The County shall not be bound by any agreement between the District and

1 its agents.

2 E. The County may withhold payment of the final payment request made by
3 the District until evidence is submitted to the County that a maintenance plan has been prepared
4 and adopted for the improvements constructed with CDBG funds.

5 F. Upon the completion of the Project, the District shall submit to the
6 County Community Development Division a written request for final payment of costs, which
7 shall provide a detailed description of the Project pay items and costs. The final pay request
8 shall be in accordance with Exhibit 2. The County shall not be obligated to make any payments
9 under this Agreement if the request for payment is submitted by the District more than sixty
10 (60) days after the Notice of Completion has been filed with the County Recorder's Office. An
11 extension to the sixty (60) day period may be granted by the Director prior to the deadline if the
12 District can demonstrate just cause for the delay.

13 G. The County may withhold payment of the final payment request made by
14 the District until a final POM, recorded NOC, written summary of all Project work completed with
15 CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified in
16 Sections III-R and IV-C, have been submitted to the County.

17 H. All requests for payment and supporting documentation shall be sent to:
18 Business Manager
19 County of Fresno
20 Department of Public Works and Planning
21 Financial Services Division
22 2220 Tulare Street, 6th Floor
23 Fresno, CA 93721

24 I. The District shall establish accounting and bookkeeping procedures in
25 accordance with standard accounting and bookkeeping practices, including, but not limited to,
26 employee timecards; payrolls; and other records of all transactions to be paid with CDBG funds in
27 accordance with the performance of this Agreement. All records and accounts shall be available
28 for inspection by the County, the State of California, if applicable, the Comptroller General of the
United States, and HUD or any of their duly authorized representatives at all reasonable times for
a period as specified in Section IV-F. The District shall certify accounts when required or requested

1 by the County.

2 J. The District, as a subrecipient of Federal financial assistance, is required to
3 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501
4 et seq.). Whenever the District receives CDBG funds from the County for the Project, a copy of
5 any audit performed by the District in accordance with said Act shall be forwarded to the County
6 Community Development Grants Program Manager within nine (9) months of the end of any
7 District fiscal year in which funds were expended and/or received for the Project. Failure to perform
8 the requisite audit functions as required by this paragraph may result in the County performing any
9 necessary audit tasks or, at the County's option, the County contracting with a public accountant
10 to perform the audit. All audit costs related to the District's failure to perform the requisite audit are
11 the sole responsibility of the District, and such audit work costs incurred by the County shall be
12 billed to the District, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the
13 event the District is only required to perform an audit under the provisions of the Act because the
14 District is receiving CDBG funds, the County may perform, or cause to be performed, the required
15 audit to determine whether funds provided through this Agreement have been expended in
16 accordance with applicable laws and regulations. Any audit-related costs incurred by the County
17 under this provision shall be charged to the County CDBG Program. The District agrees to take
18 prompt and appropriate corrective action on any instance of material non-compliance with
19 applicable laws and regulations.

20 K. The District shall send a copy of the audit to:

21 Community Development Grants
22 County of Fresno
23 Department of Public Works and Planning
24 Community Development Division
25 2220 Tulare Street, 6th Floor
26 Fresno, CA 93721

27 VI. INDEMNIFICATION

28 The District shall indemnify, defend, and save harmless the County, its officers,
agents, and employees from and against any and all damages, claims, and losses whatsoever
(including attorney's fees and costs) occurring or resulting to persons, firms, or corporations

1 furnishing or supplying work, services, materials, or supplies in connection with the performance
2 of this Agreement, and from any and all damages, claims, and losses (including attorney's fees
3 and costs) occurring or resulting to any person, firm, or corporation for damage, injury, or death
4 arising out of or connected with the District's performance of, or failure to perform, its obligations
5 under this Agreement. The provisions of this Section VI shall survive the expiration or termination
6 of this Agreement.

7 VII. TIME OF PERFORMANCE

8 A. The following schedule shall commence on the date this Agreement is
9 executed by the County:

- 10 1. Complete Design Engineering and Submit to the County for Review
11 – November 11, 2022.
- 12 2. Complete County Review and Approval of Plans – March 6, 2023.
- 13 3. Begin Advertising for Bids – March 11, 2023.
- 14 4. Award Construction Contract – May 23, 2023.

15 B. The Project shall be completed, and Notice of Completion shall be filed with
16 the Fresno County Recorder's Office, no later than April 12, 2024.

17 C. The final POM Report, written summary of all work completed,
18 documentation demonstrating compliance with the Section 3 clause, and request for final payment
19 shall be submitted to the County no later than June 12, 2024.

20 D. The District shall give immediate written notification to the County
21 Community Development Division of any events that occur which may affect the above time
22 schedule and completion date and the time schedule specified in the contract documents, or any
23 event that may have significant impact upon the Project or affect the attainment of the Project's
24 objectives. The Director is authorized to adjust the above schedule if, in the Director's judgment,
25 any delay is beyond the control of the parties involved.

26 E. Time is of the essence in the District's performance of this Agreement.

27 VIII. BREACH OF AGREEMENT

28 In the event the District fails to comply with any of the terms of this Agreement, the

1 County may, at its option, deem the District's failure a material breach of this Agreement, and utilize
2 any remedies permitted by law that the County deems appropriate. Should the County deem a
3 breach of this Agreement material, the County shall immediately be relieved of its obligations to
4 make further payment as provided herein. Termination of this Agreement due to breach shall not,
5 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of
6 law or equity, including the recovery of damages. In addition to the termination of the Agreement
7 by the County due to a material breach of this Agreement by the Subrecipient, the County may
8 also terminate this Agreement for convenience, in accordance with state and federal law.

9 IX. TERMINATION OF PROJECT

10 A. If the District decides to cancel the Project covered by this Agreement, the
11 District shall submit a request in writing to the County Department of Public Works and Planning,
12 Community Development Division explaining just cause for the request. The Director is authorized
13 to approve such a request if, in the Director's judgment, there is just cause for the Project's
14 cancellation.

15 B. If the District's request to cancel the Project covered by this Agreement is
16 approved by the Director, the District shall promptly return to the County all CDBG funds paid by
17 the County to the District pursuant to this Agreement.

18 X. VENUE; GOVERNING LAW

19 Venue for any action arising out of or relating to this Agreement shall only be in
20 Fresno County, California. The rights and obligations of the parties and all interpretation and
21 performance of this Agreement shall be governed in all respects by the laws of the State of
22 California.

23 XI. ENTIRE AGREEMENT

24 This Agreement constitutes the entire agreement between the District and the
25 County with respect to the subject matter hereof, and supersedes all previous negotiations,
26 proposals, commitments, writings, advertisements, publications, and understandings of any nature
27 whatsoever unless expressly included in this Agreement.

28 ///

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth
2 on page one of this Agreement.

3

4 MALAGA COUNTY WATER DISTRICT

COUNTY OF FRESNO

5

6 By: _____
7 President/Superintendent/
8 Chairman/Manager

Brian Pacheco, Chairman of the
Board of Supervisors of the
County of Fresno

8

9 Date: _____

Date: _____

10

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

11

12

13

By: _____
Deputy

14

15

16

17

REMIT TO:

18 FUND NO: 0001
19 SUBCLASS NO: 10000
20 ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N21451
ACTIVITY CODE: 7219

Malaga County Water District
Attention: Moises Ortiz, District Manager
3580 S. Frank Street
Fresno, CA 93725
Telephone: (559) 485-7353

21

22

23 SW:JA
G:\7205ComDev\~Agendas-Agreements\2022\0607_Malaga WWTP Nitrogen Reduction CDBG21451_AGT.docx
April 22, 2022

24

25

26

27

28

**Exhibit 1
County of Fresno
Project Outcome Measurement Report**

Project #: _____ Project Name: _____

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requests that you provide the following information:

1. Years Reported: _____ through _____

2. Enter the number of persons assisted that:
 - a. Now have **new access** to this type of public facility or infrastructure improvement: _____ or N/A
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)

 - b. Now have **improved access** to this type of public facility or infrastructure improvement: _____ or N/A
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)

 - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: _____ or N/A
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: _____

4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____

Exhibit 2

Project Pay Request

Date

Business Manager
County of Fresno
Department of Public Works and Planning
Financial Services Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

Subject: Request for Payment, CDBG Project No. _____
<District Name>
<Project Title>

In accordance with the executed Agreement for the above-referenced project, the <District Name> is requesting payment of \$_____ for project costs.

The District certifies that this request for payment is consistent with the amount of work that has been completed to date, performed in accordance with the construction contract documents and the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

Payee	Invoice #	Amount
-------	-----------	--------

Sincerely,

<District Manager>
<District Name>

Enclosure(s)

May 2, 2022

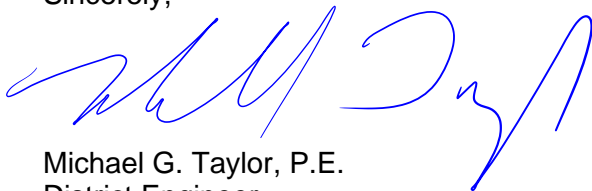
Mr. Moises Ortiz, General Manager
Malaga County Water District
3580 S. Frank St.
Fresno, CA 93725

RE: Tentative Parcel Map 2022-01-13
Malaga County Water District

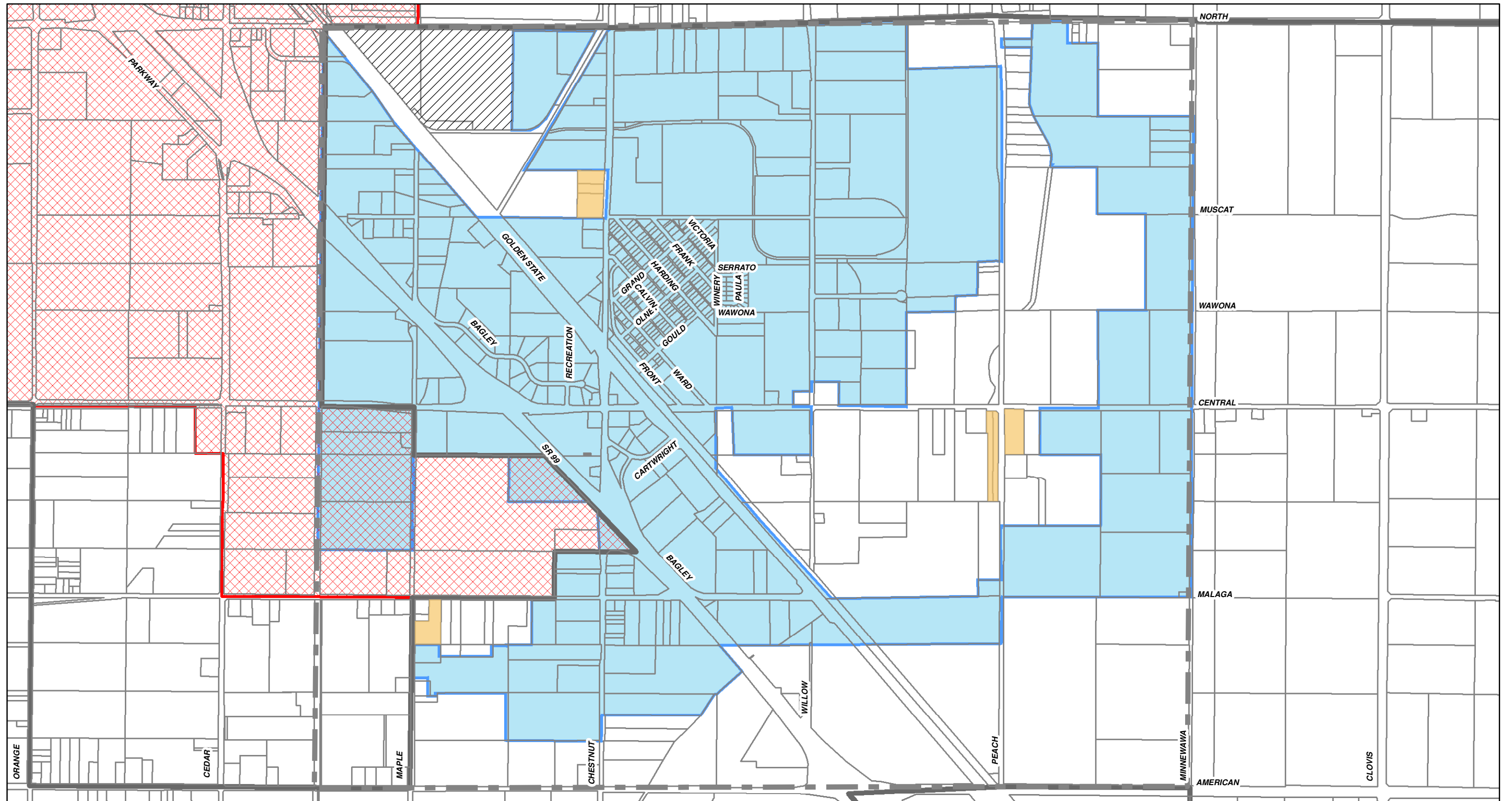
The following are comments concerning the subject application that was forwarded to the MCWD by the City of Fresno:

1. The proposed development is within the Sphere of Influence of the Malaga County Water District (MCWD). Please see the attached exhibit. The proposed development is also within the Sphere of Influence of the City of Fresno. It would be recommended that the overlap of the spheres of influence be resolved by LAFCo in the near future.
2. The City of Fresno City Limits are not immediately adjacent to the subject property. The MCWD District boundary is immediately adjacent to the subject property.
3. An existing MCWD 10-inch water main exists along the frontage of the property. The water main is a dead-end water line that terminates south of the property.
4. There are no City of Fresno water or sewer facilities along the frontage of the property. It is therefore presumed that the City of Fresno would not provide water or sewer services to the property.
5. The Operational Statement that was forwarded by City Staff is very limited with respect to the proposed development.
6. Wastewater service needs for the proposed development are unknown.
7. It is suggested that the MCWD consider opposing the annexation of the property to the City of Fresno. It is also suggested that the property owners are directed to contact the MCWD to discuss the proposed development and annexation to the MCWD.


Sincerely,



Michael G. Taylor, P.E.
District Engineer



0 0.125 0.25 Miles










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PROVOST & PRITCHARD
 CONSULTING GROUP
An Employee Owned Company

286 W. Cromwell Ave.
 Fresno, CA 93711-6162
 (559) 449-2700

MALAGA COUNTY WATER DISTRICT

DISTRICT BOUNDARY JULY 2016

-  Malaga CWD Boundary
-  Malaga CWD SOI (LAFCo)
-  MCWD Out of District Service
-  Fresno City Limits
-  Fresno SOI
-  Fresno County Parcel
-  Served by the City of Fresno



San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT



**South Central Fresno
Lawnmower Trade-in Event**

*Evento de Intercambio de
Cortacésped en Centro-Sur Fresno*

5.14.2022 | 8am - 11am
valleyair.org/freemower | (559) 230-6000

The complex block features a background image of a red and black lawnmower on a green lawn. The text is overlaid on the image in white and green colors. The event title is in large white font, followed by the Spanish translation in a smaller white font. The date and time are in large green font, and the website and phone number are in a smaller green font.

The San Joaquin Valley Air Pollution Control District is hosting a lawnmower trade-in event on May 14 where residents that live within the South Central Fresno AB 617 boundary can bring their old polluting gas mower and exchange it for a brand new electric lawnmower – at no cost!

Supply is limited, so advance registration is required. Please spread the word that NOW is the time for interested individuals to register.

The easiest way to register is to visit www.valleyair.org/freemower or call 559-230-6000 as soon as possible.



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, April 12, 2022 at 6:00PM

item
15.a.

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

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

1. Call to Order: 6:00

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. **Park Pathway Project.** Continued discussion from the last board meeting. A revised proposal submitted by the KYA Group for the resurfacing of the pathway at the park. The quote of \$60,398.47 includes all the materials and labor and bonding fee.

Recommended action: to approve quote from the KYA Group for \$60,398.47.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve quote from the KYA Group for \$60,398.47.

5. New Business:

- a. **Resolution 04-12-2022.** A resolution rescinding the award of contract approved under Resolution No. 02-22-2022 and accepting bid and awarding contract for the fire hydrant replacement project, CDBG No. 19451.

Recommended action: to adopt the attached resolution rescinding the original contract award to Brough and awarding a contract for the Fire Hydrant Replacement Project to West Valley Construction Company, Inc. in the amount of \$262,950.00 and authorizing the Board President to sign the Agreement on behalf of the district.

Motion by Director Castaneda; Second by Director Cerrillo, Jr. and by a 5-0 vote to adopt Resolution 04-12-2022, accept bid and award the Fire Hydrant Replacement Project to West Valley Construction Company, Inc. in the amount of \$262,950.00.

- b. **Resolution 04-12-2022A.** Authorizing Sitoligiq and General Manager to complete and submit all necessary documents and application for the CEC ECAA Loan Program and

finding the activity funded by such loan to be exempt from the California Environmental Quality Act.

Recommended action: to approve resolution 04-12-2022A as presented or amended.

Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to approve resolution 04-12-2022A.

- c. **North Wall/Roof Repair Project.** Quote submitted from Advanced Roofing and Raingutters for \$5,640.00 for the repair of the wall and roof on the north side of the community center. This quote is for the supplies, material and labor and includes a warrantee of 5 years for workmanship and materials.

Recommended action: to approve quote from Advanced Roofing and Raingutters for \$5,640.00.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve quote from Advanced Roofing and Raingutters for \$5,640.00.

- d. **Flooring and Wall Base Project.** A quote was submitted by the KYA Group for the installation of new flooring and wall base at the recreation center. The quote for \$101,114.94 includes all materials and labor for the installation of the new flooring, wall bases and re-painting of game lines on volleyball and basketball court of the main room and bonding fee.

Recommended action: to approve quote form KYA Group for \$101,114.94.

Item tabled.

- e. **Parking Lot Project.** A quote was submitted by the KYA Group for the renovation of the parking lot at the park. The quote for \$157,997.38 includes all materials and labor and bonding fee.

Recommended action: to approve quote from KYA Group for \$157,997.38.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve quote from KYA Group for \$157,997.38.

- f. **Picnic Shelter Re-Roof.** Advanced Roofing & Raingutters submitted a three quotes for the picnic shelter re-roofing at the park. Each quote differs in materials. The first quote is for \$21,740.00 using Borga Villa Concrete tile roofing. The second quote is for \$18,920.00 using GAF Timberline reflector roofing. The third quote is for \$23,780.00 using Borga corrugated metal roofing.

Recommended action: to select the best option to repair the picnic shelter.

Motion by Director Cerrillo, Jr.; Second by Director Tovar, Jr. and by a 5-0 vote to approve quote for \$23,780.00 using Borga corrugated metal roofing.

- g. **Teen Room Project.** Advanced Roofing and Raingutters submitted a quote for the roof repairs to the teen room at the community center. The quote is for \$12,840.00 for polyglass torch down roofing.

Recommended action: to approve quote from Advanced Roofing and Raingutters for \$12,840.00.

Motion by Director Cerrillo, Jr.; Second by Director Castaneda and by a 5-0 vote to approve quote from Advanced Roofing and Raingutters for \$12,840.00.

- 6. **Sherriff Report:** Presented by CSO, Elaine Montoya.
Presentation of crime around the community of Malaga and its surroundings.
- 7. **Recreation Reports:**
Discussion about the preparations for the Easter Program.
- 8. **Incorporation Reports:**
 - a. Draft Infrastructure Master Plan letter is ready to be mailed. For review and comment.
- 9. **Annexations and Developments:**
 - a. Grants, Annexations, Developments Tracker.
 - b. Will serve letters.
- 10. **Engineer Reports:**
 - a. District Engineer Report.
 - b. CDBG Engineer Report:
- 11. **General Manager's Report:**
 - a. Fowler HS Scholarship recipients: Oliden Natalie Hernandez de la O, Morelia Ortiz, Sadia Tovar.
 - b. MCWD well and storage tank project funding agreement.
- 12. **President's Report:**

Motion by Vice President Cerrillo, Second by Director Castaneda and a 5-0 vote to place an agenda item regarding travel reimbursements.

- a. **Travel Expense Policy No. 4095; Amendment.** An amendment of the MCWD policy for per diem meal expenses during travel for official District business based on full days, no partial days. The last update to this policy was on 10-12-2021 which allows for per diem meal allowances as:

Breakfast	\$25.00 per day
Lunch	\$30.00 per day
Dinner	\$45.00 per day
Total:	\$100.00 per day

The proposed new per diem meal allowance is:

Breakfast	\$40.00 per day
Lunch	\$50.00 per day
Dinner	\$60.00 per day

Total: \$150.00 per day

Recommended action: To amend Travel Expense Policy No. 4095 as proposed.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to amend Travel Expense Policy No. 4095.

13. Vice President's Report:

Vice President Cerrillo directs the General Manager to order portable restrooms in the park for Easter Sunday. He also would like the recreation center to be open on Saturdays to the public when there are no center rentals.

14. Director's Reports: none for this meeting.

15. Legal Counsel Report: reserved for closed session.

16. Communications:

a. Written Communications:

1. Letter of support for Rio Bravo contract extension.

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. 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 24, 2022.
- b. 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 Tovar, Jr. and by a 5-0 vote to approve the consent agenda as presented.

18. Closed Session: 8:56pm

- a. Potential Litigation. Government code section 54956.9(d)(2).
Nothing to report.

19. Adjournment:

Motion by Director Cerrillo, Jr., Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 9:05pm.

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 April 12, 2022 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 05/11/2022.

Norma Melendez

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Monday, April 25, 2022 at 6:00PM

item 15.a.

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

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

1. Call to Order: 6:00pm

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

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 April 8, 2022.- none for today's meeting.

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.

5. Old Business:

a. **Roof Resurfacing.** Continued discussion from the last board meeting. A revised proposal submitted by the KYA Group for the resurfacing of the roof at the recreation center. The quote of \$_____ includes all the materials and labor and bonding fee.

Recommended action: to approve quote from the KYA Group for \$_____.

Item tabled.

6. New Business:

a. **Public Comments.** For the purposes of presenting certain findings and approving an Energy Services Contract with SitologIQ, for the implementation of certain energy related

improvements to Malaga County Water District facilities in accordance with California Government code Section 4217.10 to 4217.18. All interested persons have been invited to appear at the time and place specified in the notice to give testimony regarding the proposed action.

For public discussion and potential action.

Item tabled.

- b. **Resolution No. 04-21-2022.** Approval of findings for government code section 4217.10-4217.18, approval of facility solutions agreement between Malaga County Water District “district” for the purpose of construction, installation of energy efficiency and renewable generation measures on selected district sites.

Recommended action: to approve Resolution No. 04-21-2022 as presented or amended.

Item tabled.

7. Incorporation Reports:

- a) Draft Infrastructure Master Plan letter is ready to be mailed. For review and comment.

8. Recreation Reports:

Multiple events have been scheduled until the end of the year.

9. Engineer Reports:

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

10. General Manager’s Report:

- a) Water- EPR will be conducted in 2 weeks.
- b) WWTF- Clarifier quotes are being collected.
- c) Pre-treatment- All Truck Washes are complying.
- d) Park & Recreation- Work has been started on the teen room. Work on north wall and Gazebo to follow. Contractor is meeting with the county inspector next Wednesday to address all the items not in compliance. Construction will start soon after.
- e) Admin- Michael is developing a process fee to review any documents for outside inquiries (10% admin fee).

11. President’s Report:

President Garabedian, Jr. suggests the update of the organizational chart for approval before t budget ends (if needed).

12. Vice President’s Report:

Vice President Cerrillo request a park employee to supervise the park on the weekends to clean restrooms and pick up trash throughout the day.

13. Director’s Reports:

Director Cerrillo, Jr. asks for toilet seat covers to be provided in the outside restrooms.

14. Legal Counsel Report: None for this meeting.

15. Communications:

a. Written Communications:

1. Department Of Water Resources- Small Community Program Grantee

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

16. Closed Session: none for this meeting.

17. Adjournment:

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 7:10pm.

Certification of Posting

I, Moises Ortiz, 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 April 25, 2022 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 05/11/2022.

Norma Melendez

MCWD District Clerk