



**REGULAR BOARD MEETING AGENDA**  
**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:**

**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.** 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.

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

**6. Recreation Reports:**

- a. Christmas parade.

**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.

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

- a. WWTF PFAS Monitoring.
- b. Water update.
- c. Mechanic update.

**9. President's Report:**

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

**11. Director's Reports:**

**12. Legal Counsel Report:**

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

**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:**

- a. Personnel; (Gov't Code Section 54957(b).)
- b. Potential Litigation Government Code Section 54956.9(d)(2); One Case.

**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 December 8, 2020 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 12/04/2020.

**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 MALAGA COMMUNITY POOL	PHONE	DATE DEC 3, 2020
STREET 3592 S WINERY AVE	JOB NAME	
CITY, STATE AND ZIP CODE 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

## Memorandum

To: Malaga County Water District, Moises Ortiz, Norma Melendez

From: Michael Taylor

Subject: Agenda Items for December 8, 2020

Date: December 4, 2020

### Comments:

#### WATER

Water Supply Well – Discussions and recommendations regarding a new water supply well. Water demands are restricting the ability to allow new connections. Preliminary design of a new well to replace Well 3 is proceeding with the IRWM grant.

Recommended Action: Board's Pleasure

#### WASTEWATER

Overview of Truck Washes – actions and communications

Fresno Truck Wash is operating under a temporary permit.

Imperial Truck Wash is operating under a temporary permit.

Speedy Truck Wash is expected to submit an application to allow operation soon.

Recommended Action: Board's pleasure

Recent communications from the RWQCB

PFAS sampling – an extension is allowed to begin sampling. A recommended schedule will be submitted in December 2020

CV SALTS Notice to Comply letter – A recommendation will be submitted to the Board for consideration prior to the first meeting of 2020

Salinity Mitigation – a status report will be prepared in December 2020

## item 7.b.

### DEVELOPMENTS

1. 4263 North Avenue – construction in MCWD Sphere but outside of District. No District water or sewer on the frontage. Recommending a notification that the requirement to connect is deferred until community systems are near the property.

2. Custom Ag Development

Status update: Construction of water service is current.

### INFRASTRUCTURE MASTER PLAN

The infrastructure master plan is proceeding. A key limiting factor is the disposal capacity at the existing WWTP

Direction from the Board is requested regarding:

Preferences on expanding WWTP disposal capacity – options include:

- a Future WWTP on the east side of State Route 99
- acquiring additional property for disposal ponds west of State Route 99
- exploring the potential of conjunctive use of FMFCD ponds
- inquiring about a new NPDES permit to discharge to the FID Central Canal

Recommended Action: Board's pleasure



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>

**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 Wastewater Treatment Facility	Name	Moore Twining Associates, Inc.
Address	3580 South Frank Street Fresno, California 93725	Address	2527 Fresno Street 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 Wastewater Treatment Facility	CONSULTANT	MOORE TWINING ASSOCIATES, INC.
BY	_____	BY	_____
NAME/TITLE	_____	NAME/TITLE	_____
DATE SIGNED	_____	DATE SIGNED	_____



**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.



**REGULAR BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, November 24, 2020 at 6:00PM**

**item**  
**13.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: 6:04pm**

- 2. Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.  
**All present. Late arrival of Director Tovar, Jr. at 6:10pm.**  
**Also Present: Neal Costanzo, Norma Melendez & Moises Ortiz**

- 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 November 10, 2020 and Special Board Meeting of November 19, 2020.

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

**Motion by Vice President Cerrillo; Second by Director Cerrillo, Jr. and by a 4-0 vote to approve the consent agenda as presented. Director Tovar, Jr. absent during this vote.**

- 5. Old Business:** Nothing for this meeting.

- 6. New Business:** Nothing for this meeting.

- 7. Recreation Reports:** Nothing for this meeting.

**During this time, there was discussions about the Christmas Programs for the month of December. Christmas Tree Lighting was scheduled for December 1, house decorating contest and the Christmas parade scheduled for December 19. Donations were given by President Garabedian, Jr. of \$2,000.00 for the Christmas program prizes and Neal**

Costanzo donated \$1,500.00 for the purchase of gift for the children of the community of Malaga.

**8. Engineer Reports:**

- a. District Engineer Report. *Nothing for this meeting.*
- b. CDBG Engineer Report: *Nothing for this meeting.*

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

- a. Uniform Service. **The District will move forward to change uniform services from Cintas to Unifirst.**
- b. Truck Wash Update. **Imperial Truck Wash and Fresno Truck Wash are operating. Fifth Wheel Truck Wash and Speedy Truck Wash have submitted plans.**

**10. President's Report:**

President Garabedian, Jr. read on the newspaper that trace amounts of COVID-19 have been found in the wastewater at the plant in the United States. Staff at the WWTF should be aware of this. He also wants to wish everyone a Happy Thanksgiving.

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

Vice President Cerrillo reported on the distribution of the Thanksgiving baskets to the winners of the raffle. Everyone was happy. He wished everyone a happy thanksgiving.

**12. Director's Reports:**

Director Cerrillo, Jr., and Director Tovar, Jr. would like to wish staff a Happy Thanksgiving.

Director Castaneda wants everyone to be safe.

**13. Legal Counsel Report:**

Neal Costanzo reported that his wife is a healthcare employee, and they could potentially be one of the first to receive the COVID-19 vaccine once they become available.

**14. Communications:**

- a. Written Communications: **None for this meeting.**
- b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three **(3)** minutes or less per individual/group per item per meeting, with a fifteen **(15)** minutes maximum.*  
**No public comments were made.**

**15. Closed Session: 7:33pm**

- a. Personnel; Consideration of appointment of public employee: Position General Manager (Gov't Code Section 54957(b).)  
**Contract with Moises Ortiz for the General Manager position was finalized and signed.**
- b. Pending Litigation; three cases:
  - 1. Malaga v CVRWQCB case number F78327(Govt Code 54956.9.)

2. Malaga v CVRWQCB case number F75868(Govt Code 54956.9.)
3. Malaga v. FUSD case No. 20CECG02666 (Govt Code 54956.9.)

**Nothing to report.**

**16. Adjournment:**

**Motion by Director Castaneda, Second by Vice President Cerrillo and by a 5-0 vote to adjourn the meeting at 8:20pm.**

November 24, 2020

**MALAGA COUNTY WATER DISTRICT  
REGULAR BOARD MEETING OF  
TUESDAY, NOVEMBER 24, 2020**

**ADDITIONAL ITEM**

Recommended action: to approve addition of item 6.a.

**Motion by Director Cerrillo, Jr.; Second by Vice President Cerrillo and a 4-0 vote to approve addition of item 6.a. Director Tovar, Jr. arrived after motion and approval took place.**

6.a. **Bathroom Project.** MKS Electric submitted a quote for the installation of electrical additions per plans, including addition of wiring EV charging stations, to be previously trenched, various lights, and title 24 requirements. Total cost of the project is \$7,370.00, which includes labor and materials.

Recommended action: To approve quote from MKS Electric for \$7,370.00.

**Discussion was held and consensus was reached. Item is tabled until more quotes are received.**

**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 November 24, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 12/09/2020.

**Norma Melendez**

Norma Melendez, District Clerk

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

Wells Fargo Bank - Checking

Beginning Balance-October 31, 2020:	\$	842,918.86
Cash Receipts-Nov20:		194,296.92
Bank Interest-Nov20:		6.07
Bank Fees-Nov20:		(68.00)
Credit Card Fees-Nov20:		(870.67)
Credit Card Charges-Nov20:		(3,251.89)
Disbursements-Nov20:		(309,696.91)
Ending Balance-November 30, 2020	\$	723,334.38

County of Fresno

Maintenance Fund:

Beginning Balance-October 31, 2020:	\$	7,624.21
Property Taxes-Nov20-N/A		-
Interest-Nov20-N/A	\$	-
Ending Balance-November 30, 2020	\$	7,624.21

LAIF Account:

Beginning Balance-October 31, 2020:	\$	501,131.63
Qtrly Interest-Ending-N/A	\$	-
Ending Balance-November 30, 2020	\$	501,131.63

Self-Help Credit Union

Beginning Balance-October 31, 2020:	\$	51,736.38
Interest-Nov20-	\$	-
Ending Balance-November 30, 2020	\$	51,736.38

Zions Bank

Beginning Balance-October 31, 2020:	\$	540,859.00
Interest-Nov-20-N/A		-
Ending Balance-November 30, 2020	\$	540,859.00

Total Cash In Bank Accounts-November 30, 2020

\$ 1,824,685.60

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

**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 Construction 3rd Pmt-01/09/19	\$	123,973.71
Vulcan Constrution 4th Pmt-01/25/19	\$	152,571.35
Vulcan Construction 5th Pmt-03/05/19	\$	126,109.55
Vulcan Construction 6th Pmt-03/28/19	\$	295,326.12
Vulcan Construction 7th Pmt-05/15/19	\$	10,053.14
Vulcan Construction 8th Pmt-08/29/19	\$	1,225.50
Vulcan Construction Pmt #9-08/15/19	\$	58,276.60
Ending Balance-November 30, 2020	\$	1,165,531.93

**Well Project #CDBG #16451**

Lighthouse Electric 1st Pmt-03/13/19	\$	149,671.45
Lighthouse Electric 2nd Pmt-08/22/19	\$	63,371.26
Ending Balance-November 30, 2020	\$	213,042.71

**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
Ending Balance-November 30, 2020	\$	461,177.00	

**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
Ending Balance-November 30, 2020	\$	478,922.70

**Prop 68 Project-Park/Center**

Broussard Associates Landscape-06/11/19	\$	6,000.00
Broussard Associates Landscape-07/09/19	\$	6,000.00
Ending Balance-November 30, 2020	\$	12,000.00

**District Office Project**

Mike De Alba-Architect-Pmt-01/18/19	\$	4,500.00
Ending Balnce-November 30, 2020	\$	4,500.00



Malaga County Water District  
November-2020  
Check Disbursement

Num	Name	Memo	Amount
ACH Pmt	Employment Development Department	3rd Qtr ETT Withholdings	-7.29
Direct Deposit	QuickBooks Payroll Service	Created by Payroll Service on 11/04/2020	-24,181.49
EFT Payment	Internal Revenue Service	EFT Payment	-9,903.40
ACH Pmt	Employment Development Department	CA/SUI Withholdings	-1,575.96
ACH Pmt	Employment Development Department	Disability Withholdings	-356.20
41665	AFLAC	Employee Withholdings	-32.76
41666	California State Disbursement Unit	Employee Wage Assignment	-471.69
41667	Noble Credit Union	Employee Withholdings	-100.00
41668	Valley First Credit Union	Employee Withholdings	-250.00
41669	Fahrney Ford	Purchase 2021-F150 Truck-WWTF	-27,326.43
41670	Jody Swacker	Mileage October-2020	-136.85
41671	P G & E	October-2020 Utilities	-78,481.01
41672	Underground Service Alert	2020-State Fee for Regulatory Costs	-1,053.74
41673-41675	Employee Payroll	(1st) Payroll	-4,445.19
41676	A T & T	October-2020 District Office	-425.18
41677	Ability Answering/Paging Services	November-2020 Service	-132.50
41678	ACWA/JPIA	December-2020 Dental/ Vision Service	-1,443.13
41679	Alert-O-Lite	October-2020 Park/Maintenance Supplies	-225.33
41680	All-Phase Medallion	WWTF Repairs/Maintenance Supplies	-696.46
41681	Allied Rodent Control	WWTF Rodent Control-October-20	-350.00
41682	Associated Compressor & Equipment	WWTF Repairs/Maintenance	-9,786.08
41683	Atlas Copco Compressors	Repairs WWTF Compressor	-347.25
41684	Badger Meter	Beacon Online Service-October-20	-436.99
41685	Blanca Iris Galeana	Reissue Ck#41093 Center Deposit Refund	-100.00
41686	California Bank Trust	Dec-20 Loan Pmt-Restroom/Storage	-43,918.19
41687	California Special District Association	2021-CSDA Membership Renewal	-7,253.00
41688	Cintas Corporation #621	October-2020 Uniforms/Supplies	-629.20
41689	Clark Pest Control	October-2020 Service-District Office/Center	-130.00
41690	Clark Pest Control	October-2020 Service-WWTF	-125.00
41691	Costanzo & Associates	September-2020 Professional Services	-14,744.74
41692	Crush Recycling	Base Rock WWTF Ponds	-1,078.33
41693	Culligan	October-2020 Water Service-Water Dept	-60.75
41694	Culligan	October-2020 Water Service-District Office	-39.00
41695	Culligan	October-2020 Water Service-WWTF	-31.75
41696	Ferguson Enterprises Inc.	Meter Repairs Supplies	-58.28
41697	Fresno County Tax Collector	20/21-Property Taxes-WWTF	-938.14
41698	Fresno County Tax Collector	20/21-Property Taxes-Park/Center	-405.44
41699	Fresno County Tax Collector	20/21-Property Taxes-WWTF	-510.86
41700	Fresno County Tax Collector	20/21-Property Taxes-Lift Station	-12.50
41701	Fresno County Tax Collector	20/21-Property Taxes-Well #3/Water Office	-46.64
41702	Fresno County Tax Collector	20/21-Property Taxes-Well #5	-45.62
41703	Fresno County Tax Collector	20/21-Property Taxes-Well #7	-12.50
41704	Fresno County Tax Collector	20/21-Property Taxes-Well #8	-12.50
41705	Fresno Equipment Company	Pin for Park Lawn Mower	-0.71
41706	Fresno Equipment Company	Park Repair/Maint.	-79.26
41707	Fresno Oxygen	October-2020 Cylinder Rentals	-34.65
41708	Gordon Saito & Co., CPA's LLP	October-2020 Accounting Services	-1,118.75
41709	GTA Advisors, LLC	Retirement Plan Mgmnt Fees-3rd Qtr 09/30/20	-342.66
41710	Home Depot	October-2020 Maintenance Supplies	-1,345.33
41711	Industrial Waste & Salvage	September-2020 Solid Waste Buisness	-29,883.65
41712	Industrial Waste & Salvage	October-20 Dumping Fees/Center/Alley/Water/WWTF	-1,147.83
41713	Industrial Waste & Salvage	October-2020 Solid Waste-Residential	-6,403.12
41714	Integrity Networks	November-2020 WWTF-Internet	-275.95
41715	Isidor Macias	Reissue Ck#40961 Covid-19 Customer Refund	-165.00
41716	James G. Palmer Appraisals, Inc.	Appraisal Konkol School	-3,500.00
41717	Jenfitch, LLC	Materials WWTF	-727.63

Malaga County Water District  
November-2020  
Check Disbursement

Item #13B

Num	Name	Memo	Amount
41718	Jensen & Pilegard	Park Equipment Maint	-13.98
41719	Jettters Northwest	Repairs WWTF Equipment	-738.76
41720	Jorgensen & Co.	Caboose Annual Service	-162.40
41721	Jorgensen Batteries, Inc.	Battery for Water Dept Trk	-125.06
41722	Leaf	November-2020 Copier Service	-370.42
41723	Moore Twining Associates, Inc	October-2020 Testing	-3,908.00
41724	Napa Auto Parts	Repairs/Maintenance Supplies WWTF/Park	-83.71
41725	New England Sheet Metal	Repairs to District A/C Unit	-370.00
41726	Newport Group, Inc.	4th -Qtr 2020 Record Keeping	-501.58
41727	PC Solutions	Reparis/Maint. Troubleshooting WWTF/District Office	-1,040.00
41728	Powerstride Battery Co.	Battery for Park Golf Cart	-147.01
41729	Provost & Pritchard	September-2020 -Ongoing Services	-4,765.70
41730	Quadient Finance USA, Inc.	September-2020 Postage Refill	-302.61
41731	PC Solutions	November-2020 Service Maintenance	-1,678.75
41732	Quadient Finance USA, Inc.	October-2020 Postage Refill	-300.00
41733	RG Equipment	Flusher Trailer Repairs	-586.71
41734	Robert V. Jensen Inc.	October-2020 District Fuel	-1,182.52
41735	SDRMA	19/20 Workers Comp Payrol Audit	-5,324.97
41736	Streamline	October-20 Website Service	-200.00
41737	The County Of Fresno	20/21-Annual Accounting Service	-292.58
41738	TPX Communications	WWTF Phone Service-November-20	-514.99
41739	USA Bluebook	WWTF Materials	-52.79
41740	VWR International	WWTF Materials	-357.52
41741	Yamabe & Horn Engineering	20-284 Fire Hydrant Project Fees	-5,777.48
Direct Deposit	QuickBooks Payroll Service	Created by Payroll Service on 11/18/2020	-23,701.32
EFT Payment	Internal Revenue Service	EFT Payment	-9,860.72
ACH Pmt	Employment Development Department	CA Withholdings	-1,448.38
ACH Pmt	Employment Development Department	Disability Withholding	-328.30
41742	AFLAC	Employee Withholding	-32.76
41743	California State Disbursement Unit	Employee Wage Assignment	-471.69
41744	Noble Credit Union	Employee Withholding	-100.00
41745	Valley First Credit Union	Employee Withholdings	-250.00
41746	A T & T	October-2020 District Office	-359.02
41747	Citi Cards	October-20 Payroll Updates	-24.95
41748	Comcast	November-2020 Service	-295.80
41749	CWEA TCP	Retest Enviornmental Compliance Inspector-G2	-195.00
41750	Industrial Waste & Salvage	October-2020 WWTF Dumping Fees	-300.07
41751	Jody Swacker	Mileage Week of November 3-16, 2020	-180.00
41752	Industrial Waste & Salvage	September-20 Solid Waste Business-Missed	-325.56
41753-41756	Employee Payroll	(2nd) Payroll.	-5,608.11
41757	Carlos Tovar Jr.	November-2020 Mtgs (3) @\$143.50	-430.50
41758	Charles Garabedian Jr.	November-2020 Mtgs (4) @\$143.50	-574.00
41759	Charles Garabedian Jr.	In Lieu of Medical 12/2020	-2,707.18
41760	Frank Cerrillo Jr.	November-2020 Mtgs (3) @\$100	-300.00
41761	Frank Cerrillo Jr.	In Lieu of Medical 12/2020	-2,708.94
41762	Irma Castaneda	November-2020 Mtgs (4) @\$143.50	-480.06
41763	Irma Castaneda	In Lieu of Medical 12/2020	-2,611.24
41764	Salvador Cerrillo	November-2020 Mtgs (5) @\$100	-500.00
41765	Salvador Cerrillo	In Lieu of Medical 12/2020	-3,220.36
41766	A T & T Mobility	October-2020 Mobile Service	-533.63
41767	City National Bank	WWTF Improvement Loan-Dec-20 Pmt	-18,449.90
41768	Dearborn Life Insurance Co.	December-2020 Premium	-321.09
41769	Orfil Camarena	Fixed Damaged Security Door Park Men's Restroom	-265.00
41770	Irma Castaneda	November-2020 Mtg (1) Missed @\$143.50	-143.50
TOTAL:			-382,866.53