



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, February 13, 2024 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.

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. **Baseball Contract.** Don Munoz from the Fowler Redcat Baseball Team expressed to the Board of Directors in previous meetings interest in using the baseball fields at the park for practice. The team began practice on January 28, 2024, and will practice on Fridays and Sundays until June. If the team enters a tournament, they could potentially need the baseball fields for practice beyond June. As this will be a long-term rental, a draft agreement is presented for review.

Recommended action: to approve Contract with Don Munoz and the Fowler Redcat Baseball Team as presented or amended.

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

- b. **Resolution 02-13-2024D.** Consideration and necessary action on resolution 02-13-2024D Authorizing the recording of a notice of completion of the parking lot project.

Recommended action: to approve the resolution as presented or amended.

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

5. New Business:

- a. **Resolution 02-13-2024.** A resolution amending Personnel Policy No. 2010 relating to hours of work and overtime.

Recommended action: to approve the resolution as presented or amended.

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

- b. **Resolution 02-13-2024A.** A resolution amending Personnel Policy No. 2290 relating to district vehicle use and reimbursement for use of private vehicles for district business.

Recommended action: to approve the resolution as presented or amended.

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

- c. **Resolution 02-13-2024B.** A resolution adding Personnel Policy No. 3041 relating to credit card use.

Recommended action: to approve the resolution as presented or amended.

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

- d. **Resolution 02-13-2024C.** A resolution repealing Personnel Policy No. 2280 relating to the use of district tools and equipment.

Recommended action: to approve the resolution as presented or amended.

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

- e. **Well 5A and the Tank at the Well 5A site.** Discussions with County staff have taken place to determine a course of action for the projects. A draft memorandum has been prepared and routed for comment previously. The County of Fresno has communicated that the proposed course of action is acceptable.

Recommended Action: Direct staff to finalize the request for the course of action and submit a final executed letter to the County of Fresno for an alternative project definition with the available funds.

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

- f. **Development on Chestnut, South of Malaga. Site Plan Review 8180 – Vesting Tentative Parcel Map 8144.** The applicant has submitted an updated set of plans for the proposed development. Comments to the applicant are submitted under separate cover. The applicant is requesting that MCWD accept ownership of a new sewer lift station and that a fee schedule is prepared to charge the parcels within the limits of the proposed parcel map the cost of operation and maintenance of the sewer lift station.

Recommended Action: Review the response and direct staff regarding MCWD intentions relative to the sewer lift station.

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

- g. **Assembly Bill 2523 Biennial Report.** The draft Biennial Water Management Report is prepared. Pursuant to AB 2523 a notice of receipt of the report and of a public hearing to be held will then be published in a local newspaper. A public hearing will then be conducted the second Tuesday of March and the final report would be considered for adoption. It is noted that financial information is not yet available to be included in the report.

Recommended Action: Issue a Notice of Receipt and authorize publication of the notice of a public hearing to review the Biennial Water Management Report.

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

- h. **Sewer Units/Groundwater Sustainability.** Meetings have been conducted with several commercial and industrial dischargers regarding sewer units, groundwater sustainability impacts, and the potential rate study. A review of sewer unit assignments has been conducted and recommendations have been submitted for several additional actions to address several loose ends.

Recommended Action: Direct staff to proceed with clarification of sewer unit assignments.

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

6. Incorporation Reports:

7. Recreation Reports:

8. Engineer Reports:

- a. District Engineer Report.
 - i. **Well 3A and Tank 1.** The project is funded with a Grant from DWR. Construction activities are proceeding. It is expected that completion of the project will be near the end of 2024.

Well development is complete. The well is expected to have a capacity of up to 1,350 gpm.

A bridge loan from RCAC is in place for interim financing of the construction activities.

Recommended Action: For information purposes.

- ii. **WWTF Nitrogen Reduction Project.** The project is funded through the CDBG program. The project is now advertised for construction. The bid opening is scheduled for February 13, 2024.

Recommended Action: For information purposes.

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

9. General Manager's Report:

- a. Solar Project Update.

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

14. Communications:

a. Written Communications:

1. **Public Hearing.** Notice of hearing on the Fresno County general plan review, comprehensive zoning ordinance update, final program environmental impact report and related documents. The hearing is scheduled for Tuesday, February 20, in the Board of Supervisors Chambers.
2. **Voting Center.** Staff reached out to James Kus, County Clerk, to reinstate the Arriaga Community Center as a voting center. James has asked his staff to reach out to the district after March 19's Special Election to schedule a visit/survey at the community center.
3. **Adopt-A-Tree.** A representative from the Central California Environmental Justice Network provided the district with a flyer to "Adopt-a-Tree". Residents, with an approved application, can adopt a 5-gallonn drought tolerant tree to plant at their property free of cost.
4. **Uniforms.** Notice has been given to the district of a price increase beginning February 6, 2024. Increase comes after the state of the current economy.

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 January 25, 2023.
- b. Accounts payable and financial reports.

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

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

16. Closed Session:

- a. Public Employment Pursuant to Government Code Section 54957
All Positions and Departments
- b. Pending Litigation Pursuant to Government Code Section 54956.9
Malaga County Water District v. Regional Water Quality Control Board
- c. Potential Litigation Pursuant to Government Code Section 54956.9
Two (2) Potential Cases

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 February 13, 2024 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 02/09/2024.

Norma Melendez, District Clerk

**RENTAL AGREEMENT BETWEEN MALAGA COUNTY WATER DISTRICT AND
DON MUNOZ FOWLER REDCAT BASEBALL TEAM**

This Agreement is entered into by and between the Malaga County Water District, hereinafter referred to as "District" and Don Munoz Fowler Redcat Baseball Team hereinafter referred to as "DMRBT", for the rental of baseball fields at District's Park effective January 28, 2024, (the "Effective Date") as follows:

Section 1. Purpose.

DMRBT requires facilities to operate youth and adult soccer games and desires to rent the District's baseball fields. The "baseball fields" subject to this agreement are identified in attachment "A" which is attached to and incorporated into this agreement by this reference.

Section 2. Term.

The lease shall be month to month beginning on the Effective Date and may be cancelled by either party upon receipt of three (3) days written notice from the other party.

Section 3. Consideration.

DMRBT agrees to pay the District a daily rate of \$32.50 per hour with no use of lights, due; \$52 per hour with lights, and payable in advance at the district office. A one-time \$65.00 deposit is required at the time of payment.

No late payments will be accepted. In the case that DMRBT fails to pay in advance to the date the field rental was used, the deposit will be forfeited. No district employee or staff member other than the employees at the District Office are allowed to receive payment. Delinquent payments paid three days after the due date shall bear a late charge of one and one-half percent (1.5%) per month or portion thereof that the payment is delinquent.

Section 4. Use of Baseball Fields.

A. Days and Hours of Use. The DMRBT may use the Baseball Fields to operate as sports and sport practice on the dates and during the times set forth in this Agreement. Hours of operation shall be **two times a week, Friday's 4:00pm to 6:00pm and Sunday's 1:00pm to 3:00pm**. Hours of operation excludes field use on the following days/times:

- Valentines Dance (February)
- Easter Program (March/April)
- Fiesta Day (September)
- Halloween Dance (October)
- Thanksgiving Luncheon (November)
- Christmas Program (December)

- Any other District sponsored events.

Due to the nature of scheduling, date and times may vary by event. Notice of event exclusion will be given ten (10) calendar days before the event. Days and hours of use may be changed by written agreement of the Parties.

B. Equipment. The DMRBT agrees to provide and pay for their own telephone service, marketing and equipment including soccer goals.

C. Maintenance. The DMRBT agrees to maintain cleanliness of the Facility and its surrounding area, to be free from trash and debris, and to be swept and sanitized clean daily use.

D. Staffing. The DMRBT agrees that the District will not provide staff and that DMRBT is responsible for providing its own staff and is responsible for the supervision and safety of all persons (club members, licensees or invitees) using the Leasehold Baseball Fields as described in the Agreement.

E. Condition of Baseball Fields. DMRBT has inspected and accepts the condition of the field as is and acknowledges that the Baseball Fields are suitable and safe for the intended purpose. The District will be responsible for routine maintenance such as irrigation and mowing but will not be responsible for preparing the field for play such as marking or striping.

F. Food. Any vendors selling during the event must go through the district office or staff and pay a fee to sell at the park.

G. Park Area Rentals. In the event that Park Area #5 is rented, the District will notify DMRBT as soon as the area gets reserved. Once notice is given, DMRBT will arrange to use the baseball field closest to Muscat Avenue on the day of the park rental.

Section 5. Nuisance or Unlawful Use.

The DMRBT shall not to commit, or allow others to commit, any waste on the Baseball Fields, or nuisance, nor shall it use or allow the Baseball Fields to be used in violation of Federal, State, County and/or Laws, ordinances or regulations including the Park Rules which are attached hereto and incorporated herein by this reference as attachment "8."

The DMRBT, at their sole expense, shall promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, or national, state or local government, which may in any way apply to the use, maintenance or occupation or operations on the Baseball Fields, provided that such compliance does not prevent the above reasonable use of the Baseball Fields, and if so, this Agreement, at the option of the DMRBT, shall terminate without any further liability or obligation by either

party.

Section 6. Holdover and Surrender.

The DMRBT shall, at the termination of this Agreement, vacate the Baseball Fields in as good a condition as they were at the Effective Date of this Agreement, except for the reasonable use and wear thereof, acts of God, or damage by casualty beyond the control of DMRBT.

Section 7. Fixtures and Improvements.

The DMRBT shall not remove improvement from the Baseball Fields or any District Property during or at the expiration or other termination of this Agreement, or any extension or holdover period therefor, but may remove fixtures, equipment and other personal property placed or installed in or upon the Baseball Fields by DMRBT or under its authority. Any damage resulting from removal in other than a good workmanlike manner shall be repaired by DMRBT.

The DMRBT agrees that, except for reasonable repairs and minor improvements, it will not allow the Baseball Fields to be altered or any facilities installed or constructed without having first obtained the written consent of the District for such proposed alteration.

The DMRBT will not construct or place or permit to be constructed or placed any sign, awnings, marquees, or other structures projecting from the exterior of the Baseball Fields without District's prior written consent. The DMRBT further agrees to remove signs, displays, advertisements or decorations it has placed or permitted to be placed, on the Baseball Fields; which in the District's opinion are offensive or otherwise objectionable. If DMRBT fails to remove such signs, displays, advertisements or decorations within five days after having received written notice to remove the same from the District, the District may re-enter the Baseball Fields and remove them at the DMRBT's expense.

Section 8. Inspection and Maintenance.

The DMRBT shall keep in good repair and maintain except as provided on Section 4(e) at the DMRBT 's expense the Baseball Fields including any improvement thereon.

The District reserves the right to enter and inspect the Baseball Fields at any time. The District will give DMRBT notice of any condition(s) that the District determines needs repair/maintenance if the DMRBT fails, neglects, or refuses to commence the repair or maintenance work required herein ten (10) days after written notice has been served by the District, or if the DMRBT fails, neglects or refuses to pursue the repair or the maintenance work with reasonable diligence to completion, the District may, at its sole option, perform or cause to be performed such repair or maintenance work and add reasonable costs thereof to the installments of rent next due, as a charge, to the

District. The District reserves the right to immediately cease the use of the Baseball Fields by DMRBT and/or effect immediate repairs if, in its sole determination, the District determines that there is any condition present on the Baseball Fields that is an immediate danger to the health, safety or welfare of the Public.

Section 9. Indemnification.

Except to the extent of District's gross negligence or willful misconduct, and to the fullest extent permitted by law, DMRBT agrees to indemnify, hold harmless, protect, and defend District and District's employees, Board of Directors, agents, representatives, and contractors from any and all claims, causes of action, liability, losses, costs and damages, for the foreseeable or unforeseeable, arising out of or related to any act, omission, or neglect of DMRBT or DMRBT 's agents, employees, representatives, or contractors, or arising from or related to DMRBT 's use of or activities on or about the property of the District including, without limitation to, any claims, liens or encumbrances related to or resulting from this Agreement. The provisions of this section shall survive the termination, cancellation, or expiration of this Agreement.

Section 10. Insurance.

DMRBT, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement worker's compensation, employer's liability, and commercial general liability insurance. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>INSURANCE CATEGORY</u>	<u>MINIMUM LIMITS</u>
Worker's Compensation	Statutory
Employer's Liability Minimum Limit	\$100,000/accident for bodily injury or disease
Comprehensive General Liability	\$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for personal injury \$1,000,000 per occurrence for property damage

Any deductibles or self-insured retentions must be declared to and approved by the General Manager of District. In the event District does not approve of a deductible amount, at the option of the District, either DMRBT 's insurer shall reduce or eliminate the deductible or self-insurance retentions with respect to District, it's officers, employees and agents, or DMRBT shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, DMRBT shall furnish District with certificates and copies of information or declaration pages of the insurance required by the Agreement herein and, with respect to evidence of commercial general liability coverage, original endorsements as follows:

A. Precluding cancellation or reduction in coverage before expiration of thirty (30) days after District shall receive written notification of cancellation or reduction in coverage by certified mail, return-receipt requested.

B. Providing the DMRBT's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability (cross-liability endorsements).

C. Naming District, its Board, officers, employees, and agents as additional insureds; and

D. Providing that DMRBT's insurance shall be primary insurance relating to DMRBT's services herein under this Agreement with respect to the District, its Board, officers, employees, and agents, and further providing that any insurance or self-insurance maintained by the District on behalf of the District, its Board, officers, employees and agents shall be in excess of DMRBT's insurance and shall not be contributory with it.

In the event of the breach of any of the provisions of this paragraph, or in the event of any notices received which indicate any required insurance coverage will be diminished or cancelled, District, at its option, may notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend use of the District facilities by DMRBT pursuant to this Agreement.

Section 11. **General.**

A. Independent Contractor. DMRBT is an independent contractor and not an officer, agent, servant or employee of District. DMRBT is fully responsible for the

acts and omissions of its officers, agents, employees, contractors, or representatives. Nothing in this Agreement shall be construed as creating a partnership or joint venture between District and DMRBT. Neither DMRBT nor its officers, employees, agents, contractors or representatives shall obtain a right to retirement or other benefits that accrue to District employees.

B. Property Damage. Any physical damage caused by the negligent or willful acts or omission of DMRBT, its employees, contractors, agents or representatives shall be repaired or replaced promptly by DMRBT, at DMRBT's sole expense.

C. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lay exclusively in the County of Fresno.

D. Amendment. This Agreement may only be amended when modified upon written agreement between the parties hereto. The parties agree to meet and confer in good faith if amendments or modifications are proposed.

E. Severability. If any of the provisions contains in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.

F. Entire Agreement. This Agreement is the entire agreement between the parties, and supersedes any prior agreement, representation, negotiations, or correspondence between the parties except as expressed in this Agreement. Except as otherwise provided in this Agreement, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties to this Agreement.

G. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provisions. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by other parties of any provision to this Agreement.

H. Joint and Several. If DMRBT is constituted of more than one person or entity, the obligations imposed on each said person or entity shall be joint and several.

I. Attorney's Fees. In the event that any action is instituted by either party to enforce any right or obligation under this Agreement, the prevailing party shall be

entitled to and have its fees and costs associated with such action including, but not limited to, attorney's fees and expert witness fees.

J. Transfer by DMRBT. DMRBT shall not, in any way, directly or indirectly, transfer or sign any right or duty under this Agreement without prior written consent of District.

K. Notice. Either party may give the other party any notice required or permitted pursuant to this Agreement follows:

To the District: Malaga County Water District
3580 S. Frank Street
Fresno, CA 93725
Attn: General Manager

To DMRBT: Don Munoz
1644 E MALAGA AVENUE
FRESNO, CA 93725
559-240-1099

L. Authority. Each person signing below represents and warrants that he or she is duly authorized to sign and enter into this Agreement.

M. Execution and Counterparts. This Agreement may be executed in counterparts or by facsimile, each of which shall be an original and all of which shall constitute one and the same agreement.

Owner:

DMRBT:

CHARLES GARABEDIAN, JR.
MALAGA COUNTY WATER DISTRICT

Date: _____

Don Munoz
FOWLER REDCAT BASEBALL TEAM

Date: _____

RESOLUTION NO. 02-13-2024

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA
COUNTY WATER DISTRICT AMENDING PERSONNEL POLICY NO. 2010
RELATING TO HOURS OF WORK AND OVERTIME**

WHEREAS, the current version of Personnel Policy No. 2010, a copy of which is attached as Attachment A relates to the hours of work and overtime of employees; and

WHEREAS, the Board of Directors desires to amend the provisions in Policy No. 2010 as they relate to Standby and Call-back hours as set forth in Attachment B, as attached hereto and incorporated herein by this reference.

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.
2. The Board of Directors hereby repeals and replaces Policy No. 2010 entitled 'Hours of Work and Overtime' to read as the policy is reproduced in Attachment B.
3. The revised Policy No. 2010 as attached as Attachment B shall be effective immediately upon passage of this resolution.

* * * * *

Passed and approved by the Board of Directors of the Malaga County Water District at their meeting held on this 13th day of February, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the
Malaga County Water District

ATTEST:

Norma Melendez, Acting Secretary to the Board
of Directors of the Malaga County Water District

Attachment B

MALAGA COUNTY WATER DISTRICT POLICIES AND PROCEDURES



Policy Title: Hours of Work and Overtime

Policy No. 2010

2010.10 This policy shall apply to all employees.

2010.20 The regular hours of work each day shall be consecutive except for interruptions for meal periods.

2010.30 The work week shall consist of seven (7) consecutive days from 12:01 o'clock A.M. Monday, through midnight Sunday.

2010.40 Overtime is defined as:

2010.41 Time worked in excess of forty (40) hours in a workweek;

2010.42 Time worked in excess of eight (8) hours on a scheduled workday if a five (5) day, eight (8) hour per day workweek is in effect; or,

2010.43 Time worked in excess of ten (10) hours on a scheduled workday if a four (4) day, ten (10) hour per day workweek is in effect; or,

2010.44 Time worked on a designated holiday.

2010.50 Other than regular hours of work, any time worked by an employee in emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.

2010.60 Standby and Call-back

A. Purpose. Standby and Call-back hours. In order to maintain the District's water and wastewater treatment systems and to provide recreational services to the residents of Malaga, it may be necessary for the District to have an employee or employees on standby (on-call) to respond to customer calls, to make repairs to the District's facilities, or to be available for community and recreational department events and activities.

B. Procedures. The General Manager or his or her designee may develop procedures to implement this policy. Nothing in this policy or procedures implemented as a result of this Policy shall be construed to impair any employee's ability to switch standby assignments with another employee, allows another employee to assume an assignment or otherwise prevent employees from changing standby assignments with the approval of

the General Manager, or his or her designee. It is not the goal of this Policy to control or restrict of the movement of the employees on standby rather, it is the goal of the District that employees on standby will be able to respond to calls or to telephone the General Manager, or other designated person, within a reasonable amount of time, typically less than thirty minutes, from receiving a call for service.

C. Scheduling. A schedule shall be maintained by each department head whereby maintenance employees shall be assigned, on a rotational basis, to be "standby" on weekends, holidays and other times not considered regular hours of work for District employees based on procedure developed by the General Manger or his or her designee. Those procedures should take into consideration the needs of the District, fairness to employees, and flexibility for employees to change standby assignments if they will be unavailable to respond to calls.

D. Standby Compensation.

Employees on standby time will be compensated at a rate equal to 2 hours of that employee's base pay for each day on standby. Standby compensation shall be counted toward employee's retirement. Standby time shall not count toward paid time off accumulation.

E. Call-back. If necessary, an employee on standby may be called back to work.

F. Call-back contact. Employees on standby will be issued a District phone or other method of being contacted by the District. Said contact may in the form of a phone call, email, text, or automated call from monitoring equipment on one or more of the District's facilities.

G. Call-back response. Employees who receive a Call-back should respond to the call as soon as practicable. The method of response will be determined by the type of call. It is anticipated that most calls will not require the employee on standby to report to a District work site. Rather, it is anticipated that most Call-back calls may be handled by telephone, email, or other electronic communication with employees who are on duty. If for some reason an employee on standby is unable to respond to a call, that employee should notify the General Manager or his or her designee immediately so that the General Manager or his or her designee may coordinate an appropriate alternative response.

H. Call-back compensation. Employees who are on standby who are called back to work shall be compensated as follows:

1. Call-back time shall begin at the time employee is contacted as set forth in paragraph F above.

2. Call-backs that do not require an employee to return to a District worksite, such as those which may be handled by telephone, email, or other form of electronic response; the employee will be compensated for a minimum for 1.0 hours or the actual time of the call, whichever is greater.

3. If an employee on standby must report to a District worksite; then the employee shall be compensated for the actual time required to be at the worksite or 2.0 hours, whichever is greater.

4. Compensation for Call-backs shall be counted toward employee's retirement. Hours work for Call-backs shall count toward the accrual of Paid Time Off.



MALAGA COUNTY WATER DISTRICT POLICIES AND PROCEDURES

ITEM 5.a

Policy Title: Hours of Work and Overtime Policy No. 2010

2010.10 This policy shall apply to all employees.

2010.20 The regular hours of work each day shall be consecutive except for interruptions for meal periods.

2010.30 The work week shall consist of seven (7) consecutive days from 12:01 o'clock A.M. Monday, through midnight Sunday.

2010.40 Overtime is define as:

2010.41 Time worked in excess of forty (40) hours in a work week;

2010.42 Time worked in excess of eight (8) hours on a scheduled workday if a five (5) day, eight (8) hour per day workweek is in effect; or,

2010.43 Time worked in excess of ten (10) hours on a scheduled workday if a four (4) day, ten (10) hour per day workweek is in effect; or,

2010.44 Time worked on a designated holiday.

2010.50 Other than regular hours of work, any time worked by an employee in emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.

2010.51 A schedule shall be maintained by the Bookkeeper whereby maintenance employees shall be assigned, on a rotational basis, to be "on-call" on weekends, holidays and other times not considered regular hours of work for District employees.



MALAGA COUNTY WATER DISTRICT POLICIES AND PROCEDURES

Policy Title: Hours of Work and Overtime Policy No. 2010

2010.52 When an employee is on-call, he/she shall be provided a pager which will provide notification in the event of an emergency repair/maintenance work need. Said pager shall be kept in the on-call employee's possession during the entire on-call period of time. Notification of an emergency repair/maintenance work need may also be given verbally, in person or telephonically, by the General Manager or supervisory staff.

2010.53 When an employee is on-call, he/she shall be free to utilize his/her time as desired, but must remain within the general Malaga County Water District area, going no farther than thirty minutes travel time away from any District facility.

Date Enacted: 4-27-93

Last Revised: 6/2009

Secretary/Manager
MALAGA COUNTY WATER DISTRICT

RESOLUTION NO. 02-13-2024A

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA
COUNTY WATER DISTRICT AMENDING PERSONNEL POLICY NO. 2290
RELATING TO DISTRICT VEHICLE USE AND REIMBURSEMENT FOR USE OF
PRIVATE VEHICLES FOR DISTRICT BUSINESS**

WHEREAS, the current version of Personnel Policy No. 2290, a copy of which is attached as Attachment A, relates to the use of District Vehicles; and

WHEREAS, the Board of Directors desires to amend the provisions in Policy No. 2290 as they relate to use of District vehicles and reimbursement for use of personal vehicles for District business as set forth in Attachment B, as attached hereto and incorporated herein by this reference.

**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.
2. The Board of Directors hereby repeals and replaces Policy No. 2290 entitled 'District Vehicle Usage' to read as the policy is reproduced in Attachment B.
3. The revised Policy No. 2290 as attached as Attachment B shall be effective immediately upon passage of this resolution.

* * * * *

Passed and approved by the Board of Directors of the Malaga County Water District at their meeting held on this 13th day of February, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the
Malaga County Water District

ATTEST:

Norma Melendez, Acting Secretary to the Board
of Directors of the Malaga County Water District

item 5.b.

Attachment B

2290 District Vehicle Use/ Vehicle Cost Reimbursement.

2290.010 Application.

This policy applies to employees who drive District vehicles while on District business.

2290.020 Use of District Vehicles during working hours. While employees are at work, employees should use a District vehicle for District business.

A. Employees who need a vehicle for District business shall be assigned and will check out a District Vehicle. Assignment of District Vehicles shall be made by the General manager or his or her designee. The General Manager may assign certain vehicles to certain departments and delegate the authority to assign the vehicles on a daily basis to the department head(s).

B. When an employee is assigned a vehicle, the employee shall complete a vehicle checklist and mileage log daily. The vehicle checklist and milage log shall be in a form as determined by the General Manager or his or her designee. If more than one person is assigned a vehicle during a single day, each person assigned a vehicle shall complete a check list and milage log for that day.

C. If a safety or mechanical issue/problem is discovered during the vehicle inspection, the employee shall not drive the vehicle and shall notify the General Manager or supervisor who assigned the vehicle immediately and request a different vehicle. If a safety or mechanical issue/problem is discovered during use of the vehicle, the employee shall park the vehicle in a safe place as soon as possible and shall notify the General Manager or supervisor who assigned the vehicle immediately and request assistance.

D. District vehicles shall not be driven to and from home unless approved by the General Manager. Such approval should not be given unless there are extenuating circumstances.

E. District vehicles shall not be used for personal use. District vehicles may be used to go to lunch within the District as long as the employee is already out in the vehicle on District business. Employees shall use their personal vehicles for all trips not related to District business.

F. Anyone who uses a District vehicle must have a valid California driver's license and insurance.

G. Malaga County Water District shall participate in the Department of Motor Vehicles (DMV) Employer Pull Notice Program (a.k.a. "Pull Program"). Anyone who uses a District Vehicle shall be required to complete a DMV Authorization for Release of

Driver Record Information. Records for anyone operating vehicles on District business shall be requested from DMV: (a) every six months; and, (b) immediately in the event of new activity (e.g., moving violation, accident, address change, etc.). Employees who have terminated employment will be deleted from the program.

G. Anyone using a District vehicle must wear a seatbelt at all times while operating the vehicle.

H. No person, other than a District employee or Director shall operate or be a passenger in a District vehicle without prior approval of the General Manager or his or her designee.

2290.030. Call-back use of District Vehicles/ Vehicle Cost Reimbursement.

A. Call-back use of District Vehicles. Employees who are Called-back to work shall drive their personal vehicle to their assigned work location or where their assigned District Vehicle is located.

B. Call-back Milage Reimbursement. Employees who are Called-back to work shall receive milage reimbursement from their home, or location where they received the Call-back notification to their work reporting site or location of their assigned District vehicle and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

2290.040 Use of Personal Vehicle for District Business

A. Use of District Vehicle. Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work. Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.

B. Reimbursement. When an employee is authorized to use his/her/their personal vehicle in the performance of District work, he/she/they shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

C. Insurance. Proof of adequate insurance covering collision, personal injury and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.

D. Seatbelt. Anyone using a vehicle on District business must wear a seatbelt at all times while operating the vehicle.

2290.040 Disciplinary Action.

A. Anyone violating any provision of this Policy (2290) will be subject to

disciplinary action up to and including termination.

B. Anyone who's job description/duties requires the regular use of District vehicles in the performance of their duties who does not have a valid driver's license, has their driver's license suspended or revoked, is convicted for driving under the influence or receives an excessive number of points on the license, and such condition imposes a hardship on District operations, will be terminated from District employment.



MALAGA COUNTY WATER DISTRICT POLICIES AND PROCEDURES

item 5.b.

Policy Title: District Vehicle Usage Policy No. 2290

2290.10 This policy applies to employees who drive District vehicles to and from work.

2290.11 During working hours, extraneous trips for personal purposes will be avoided. Occasionally, stopping at a store en route to a business destination, or going to a restaurant (within close proximity of your work location) for lunch is permitted. While going to or from work, occasionally stopping to buy groceries, pick up laundry, medications, etc., is also permitted.

2290.12 Other than the foregoing uses, district vehicles will not be used for any other personal purposes without prior approval. This means that weekend or after-hours trips to the store (regardless of how close to home), trips back to the office to retrieve forgotten personal items, or any other non-business usage will not be permitted.

Date Enacted: 8-25-09

Last Revised: 8-25-09

Secretary/Manager
MALAGA COUNTY WATER DISTRICT

RESOLUTION NO. 02-13-2024B

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA
COUNTY WATER DISTRICT ADDING PERSONNEL POLICY NO. 3041 RELATING
TO CREDIT CARD USE**

WHEREAS, the District has various policies relating to use, investing and spending of District funds, however, the District does not currently have a Policy expressly governing the use of credit cards; and

WHEREAS, the Board of Directors desires to add Policy No. 3041 to the Districts Policy and Procedure Manual related to credit card use as set forth in Attachment A, as attached hereto and incorporated herein by this reference.

**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.
2. The Board of Directors hereby adds Policy No. 3041 entitled 'Credit Card Use' to read as set forth in Attachment A.
3. Policy No. 3041 as attached as Attachment A shall be effective immediately upon passage of this resolution.

* * * * *

Passed and approved by the Board of Directors of the Malaga County Water District at their meeting held on this 13th day of February, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the
Malaga County Water District

ATTEST:

Norma Melendez, Acting Secretary to the Board
of Directors of the Malaga County Water District

item 5.c.

Attachment A

Credit Card Use

3041

3041.10 Purpose. The purpose of this policy is to prescribe the internal controls for management of District credit cards.

3041.20 Scope. This policy applies to all individuals who are authorized to use District credit cards and/or who are responsible for managing credit card accounts and/or paying credit card bills.

3041.30 Implementation.

3041.30.1 All credit card accounts shall be authorized by the Board of Directors and issued to and in the name of the District.

3041.30.2 The General Manager, or his or her designee, shall keep all credit cards issued to the District locked, in a secure location, unless checked out to an employee or Director as set forth in section 3041.30.3.

3041.30.3 The General Manager, or his or her designee, shall maintain a check-out log for each credit card account of the District. No District credit card shall be taken from its secure location unless checked out to an employee or Director. Each check out list shall contain, at a minimum, the person to whom the credit card is checked out to, the date, time, purpose for which the credit card is checked out, and the date and time the credit card is checked in and returned to its secure location.

3041.30.4 All credit card expenses shall be reasonable and necessary to the furtherance of District business. No personal expenses shall be charged on a District credit card.

3041.30.5 All credit-card transactions shall have third-party documents (receipts) attached and the District purpose annotated by the cardholder and approved by the General Manager and/or her or his designee. It shall be the responsibility of the person to whom the credit card is checked out to and the General Manager, or his or her designee, to ensure that there is a receipt for every credit card purchase and that every credit card purchase is authorized.

3041.30.6 All credit card bills shall be paid in a timely manner to avoid late fees and finance charges.

3041.30.7 The Board of Directors shall review and approve credit-card transactions by the General Manager. The General Manager shall review and approve credit-card transactions by District personnel. The Board shall receive a copy of all of the credit card statements, receipts and check-out log at least once per month in the same or similar manner as the check register, or as determined by the Board.

3041.40 Disciplinary Action. Failure to comply with the requirements of this Policy (3041) related to the use of District credit cards shall result in disciplinary action up to and including termination.

RESOLUTION NO. 02-13-2024C

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA
COUNTY WATER DISTRICT REPEALING PERSONNEL POLICY NO. 2280
RELATING TO USE OF DISTRICT TOOLS AND EQUIPMENT**

WHEREAS, the District currently has a Policy, Policy No. 2280, that allows employees to borrow District tools and Equipment; and

WHEREAS, the Board of Directors desires to Repeal Policy No. 2280 in its entirety.

**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.
2. The Board of Directors repeals Policy No. 2280 in its entirety.
3. The repeal of Policy No. 2280 shall be effective immediately upon passage of this resolution.

* * * * *

Passed and approved by the Board of Directors of the Malaga County Water District at their meeting held on this 13th day of February, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the
Malaga County Water District

ATTEST:

Norma Melendez, Acting Secretary to the Board
of Directors of the Malaga County Water District



item 14.a.1 County of Fresno

BOARD OF SUPERVISORS

Chairman
Nathan Magsig
District Five

Vice Chairman
Buddy Mendes
District Four

Brian Pacheco
District One

Steve Brandau
District Two

Sal Quintero
District Three

Bernice E. Seidel
Clerk

Notice of hearing before the Board of Supervisors of the County of Fresno on the **FRESNO COUNTY GENERAL PLAN REVIEW (GENERAL PLAN AMENDMENT NO. 529 AND AMENDMENT APPLICATION NO. 3862), COMPREHENSIVE ZONING ORDINANCE UPDATE (AMENDMENT TO TEXT NO 385), FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT (SCH NO. 2018031066) AND RELATED DOCUMENTS** filed by **FRESNO COUNTY**.

Note: On January 25, 2024, the Fresno County Planning Commission considered this item, and forwarded its recommendation(s) to approve with modification for the Board of Supervisors' final determination.

Notice is hereby given that the Board of Supervisors of the County of Fresno has set this hearing for **Tuesday, the 20th day of February, 2024**, at the hour of **9:30 A.M. (or as soon thereafter as possible)**, in the **Board of Supervisors Chambers**, Room 301, Hall of Records, 2281 Tulare St., Fresno, California, as the time and place for holding a public hearing on the following matter:

Recommend that the Board of Supervisors: 1) Certify the Program Environmental Impact Report (PEIR) prepared for the Fresno County General Plan Review and Comprehensive Zoning Ordinance Update and adopt the CEQA Findings of Fact and Statement of Overriding Considerations and certify the Environmental Impact Report (SCH No. 2018031066) prepared for the proposed project; 2) Approve General Plan Amendment No. 529 relative to changes to the text and graphics of the General Plan Policy Document including modifications, deletion or addition of policies and programs; 3) Accept the updated General Plan Background Report; 4) Approve Amendment Application No. 3862 rezoning a 481-acre area east of Friant Road/Willow Avenue, north of Garronne Avenue, south of the Birkhead Road alignment east and west of Auberry Road to and also including those parcels immediately east and northeast of Willow Bluff Avenue from the AE (Exclusive Agricultural) to the AL (Limited Agricultural) Zone District; and 5) Approve Amendment to Text No. 385 adopting the Comprehensive Update to the Fresno County Zoning Ordinance.

For information, contact **Chris Motta**, Department of Public Works and Planning, 2220 Tulare Street, (Corner of Tulare & "M" Streets, Suite A), Fresno, CA 93721, telephone **(559) 600-4227**.

The full text of this Land Use Hearing will be available on the Fresno County website <https://fresnocounty.legistar.com/Calendar.aspx> under the February 20, 2024 meeting at the Meeting Details link by Wednesday, February 14, 2024.

PROGRAM ACCESSIBILITY AND ACCOMMODATIONS: The Americans with Disabilities Act (ADA) Title II covers the programs, services, activities, and facilities owned or operated by state and local governments like the County of Fresno ("County"). Further, the County promotes equality of opportunity and full participation by all persons, including persons with disabilities. Towards this end, the County works to ensure that it provides meaningful access to people with disabilities to every program, service, benefit, and activity, when viewed in its entirety. Similarly, the County also works to ensure that its operated or owned facilities that are open to the public provide meaningful access to people with disabilities.

To help ensure this meaningful access, the County will reasonably modify policies/ procedures and provide auxiliary aids/services to persons with disabilities. If, as an attendee or participant at the meeting, you need additional accommodations such as an American Sign Language (ASL) interpreter, an assistive listening device, large print material, electronic materials, Braille materials, or taped materials, please contact the Current Planning staff as soon as possible during office hours at **(559) 600-4230** or at jpotthast@fresnocountyca.gov. Reasonable requests made at least 48 hours in advance of the meeting will help to ensure accessibility to this meeting. Later requests will be accommodated to the extent reasonably feasible.

NOTES:

- Anyone may testify, please share this notice with your neighbors or anyone you feel may be interested.
- The Board of Supervisors will also accept written testimony such as letters, petitions, and statements. In order to provide adequate review time for the Board of Supervisors, please submit these documents to the Clerk to Board prior to the hearing date.
- If at some later date you challenge the final action on this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

DATED: February 2, 2024

BERNICE E. SEIDEL
Board of Supervisors

By *Bernice E. Seidel*, Deputy

item 14.a.2.

From: [Kus, James](#)
To: [Norma Melendez](#)
Cc: [Barajas, Rosaura Y.](#)
Subject: RE: Malaga-- Polling Place
Date: Monday, February 5, 2024 8:21:05 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

You don't often get email from jkus@fresnocountyca.gov. [Learn why this is important](#)

Norma –

Thank you for reaching out regarding using the Arriaga Community Center as a Vote Center in future elections.

I have asked my staff to reach out to you after our March 19 Special Election wraps up to schedule a visit/survey at the Community Center. The results of that visit will help us to determine if we can add the Community Center to our list of potential Vote Centers for the 2024 November Presidential Primary Election.

Thank you,

James

JAMES A. KUS

County Clerk/Registrar of Voters

COUNTY CLERK/ELECTIONS

Office: (559) 600-1730



From: Norma Melendez <nmelendez@malagacwd.org>

Sent: Monday, January 22, 2024 9:54 AM

To: Kus, James <jkus@fresnocountyca.gov>

Subject: Malaga-- Polling Place

CAUTION!!! - EXTERNAL EMAIL - THINK BEFORE YOU CLICK

Good Morning,

I'm reaching out on behalf of the Malaga County Water District Board of Directors in regards to having a polling place here in the community of Malaga. Prior to the 2020 changes, the Arriaga Community Center was a polling place for many years, and members of the community have found it challenging to get to a polling place on election day. What process can we follow to bring back a poll to the community?



item 14.a.3.

FROM THIS TO THIS!

Residents in the
AB617 area
can adopt a
5-gallon drought
tolerant tree and help
increase the tree
canopy in their
community

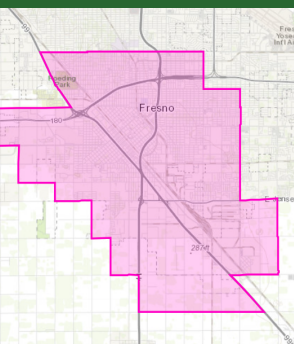
ADOPT -A- TREE

**"TREE ADOPTERS" WILL RECEIVE
ASSISTANCE IDENTIFYING THE BEST
LOCATION FOR PLANTING THEIR TREE,
INCLUDING CALLING 811 & THE CITY.**

"LET'S PLANT!"

How to apply:

- Complete an "Adoption Interest Form" either by phone, internet, or during outreach events.
- Tree Fresno & CCEJN will review forms to ensure tree's health & survival, taking into consideration site appropriateness.



**FOR MORE
INFORMATION,
PLEASE CONTACT
JULIO LOPEZ AT
julio.lopez@ccejn.org
559-739-1977**



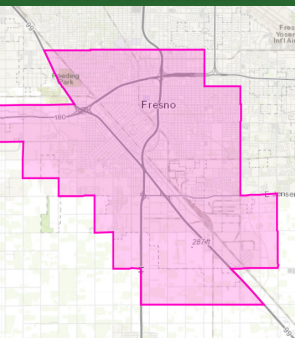


DE ESTO



A ESTO!

Residentes en el área
AB617
puede adoptar un
Árbol de 5 galones
tolerante a la sequía
y ayuda a aumentar
la copa de los árboles
en su comunidad.



ADOPTA UN ÁRBOL

"Adoptadores de Arboles" recibirán asistencia para identificar la mejor ubicación para plantar su árbol, incluyendo llamar al 811 y a la ciudad.

Vamos a Plantar

Cómo aplicar

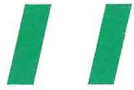
- Complete un "Formulario de interés de adopción" ya sea por teléfono, Internet o durante eventos de comunitarios.
- Tree Fresno y CCEJN revisarán los formularios para garantizar la salud y supervivencia del árbol, teniendo en cuenta que del sitio donde se plantará el árbol es el ideal.

PARA OBTENER
MAS INFORMACION
POR FAVOR
CONTACTE A
INFORMATION,
JULIO LOPEZ A
julio.lopez@ccejn.org
559-739-1977



San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT





item 14.a.4.

DATE February 6, 2024

RECIPIENT Dear Valued UniFirst Customer,

We want to express our sincere appreciation for choosing UniFirst as your trusted uniform and facility services partner. Your satisfaction is our top priority, and we are grateful for the ongoing partnership and trust you have placed in us.

With the continued challenges in the global economy, we continue to face higher rates of inflation, increased costs for labor, raw materials, and other necessary resources. We assure you that we have been diligently working behind the scenes to negotiate with our suppliers and minimize the impact on our pricing.

However, we find it necessary to implement a slight price adjustment on your UniFirst invoice, starting approximately from February 6th, 2024. This step is necessary to ensure we can continue to always deliver the highest quality services and products safely and reliably.

We understand that you have options when it comes to managing your uniform and business service programs, and we genuinely value your decision to partner with us. Your support enables us to navigate these challenging times while maintaining our commitment to industry-leading service levels.

If you have any questions, concerns, or suggestions on how we can further improve, please do not hesitate to reach out to me at 559-233-0400 option 2 or speak with your dedicated UniFirst Route Service Representative.

Once again, thank you for your trust and continued partnership. We remain dedicated to providing you with exceptional service and look forward to serving you in the future.

Sincerely,

Christopher Kenner
Route Service Manager

UniFirst

UNIFIRST CORPORATION
4730 E. COMMERCE AVENUE
FRESNO, CA 93725
T 559-233-0400





REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Thursday, January 25, 2024 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.

1. Call to Order: 6:01

- 2. Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.
Not present: President Garabedian, Jr.
Also present: Norma Melendez and Michael Slater.

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

Legal Counsel requested the addition of two items, Resolution 1-25-2024 (item 6.f.) and Resolution 1-25-2024A (item 6.g.), for approval as they cannot wait for the next board meeting. Motion by Director Cerrillo, Jr., Second by Director Tovar, Jr. and by a 4-0 vote to add item 6.f and item 6.g.

- 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 January 9, 2024.

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

Vice President Cerrillo asked if there were any comments on the consent agenda, there being none, President Garabedian requested a motion to approve the consent agenda.

Motion by Director Castaneda; Second by Director Cerrillo, Jr. and by a 4-0 vote to approve the consent agenda as presented.

- 5. Old Business: No old business for this meeting.**

6. New Business:

- a. **Fowler HS Scholarship.** Fowler USD is requesting confirmation of participation for the 2023-2024 local scholarships for graduating seniors. The application criteria to receive

the scholarship includes: student who attended Malaga Elementary school, description of future goals, dreams, and/or aspirations, and a description of how attending Malaga School impacted you. In the 2022-2023 school year, the district gave three \$500 scholarships.

Recommended action: To confirm participation and to review criteria and scholarship amount.

The board of directors moved this item to closed session to further discuss the financial aspect of the scholarship. After coming out of closed session board consensus is to continue supporting the Fowler High School Scholarship, and award \$1,500.00. This award can be divided between the top essays received.

- b. **Recreation Center Use.** Olga Placencia, Project Specialist for Fresno Building Healthy Communities has reached out to the district for the use of the center once a month for the 2024 year. Use of the center would take place on the last Wednesday of the month from 6:00pm to 7:00pm. Fresno BHC will provide information to the residents of Malaga on topics such as Caltrans expansion of Highway 99, COVID-19 and tips on how to stay safe from the flu. The use of the center can potentially be waived.

Recommended action: Provide staff with direction regarding use of facility and fee waiver.

Due to existing programs, and limited resources, including availability of staff, the District cannot accommodate the request at this time.

- c. **Soccer Rental.** Max Garcia is interested in renting the field for soccer games each Sunday between 8:00am and 1:00pm. Rental may come into conflict with another rental which has a tentative start time of 1:00p.m.

Recommended action: Provide staff with direction regarding use of facility and potential scheduling conflict.

Motion by Director Castaneda; Second by Director Cerrillo, Jr. and by a 4-0 vote to reach out to Max Garcia regarding the rental of the soccer field on Sunday's. Due to an existing rental agreement, soccer will be limited to using the field on Sunday's from 8:00am to 12:00pm. This timeframe will prevent overlapping of rental times.

It was also mentioned that the baseball coach agreed to use the baseball field near Muscat Avenue when Park Area #5 is rented.

- d. **Well 5A and the Tank at the Well 5A site.** The two projects are funded by ARPA and administered by the County of Fresno. The two projects are intended to be constructed together and a bid opening was conducted on January 4, 2024. The construction bid for the well portion exceeds the grant awarded to MCWD. As directed, a request for additional funds was submitted to the County of Fresno. The County of Fresno has stated that no additional funds are available. A meeting with the County of Fresno is recommended to determine options to proceed with a portion of the overall project.

Recommended Action: Direct staff to coordinate with the County of Fresno for an alternative project definition with the available funds.

Motion by Director Tovar, Jr.; Second by Director Castaneda and by a 4-0 vote to approve meeting with the County of Fresno to determine options to proceed with the project.

- e. **Site Plan Review 8359 – 3588 S Bagley Avenue.** The County of Fresno forwarded a Site Plan Review to MCWD for review and comment. The County requested comments by January 30, 2024. A draft response is attached for review and comment.

Recommended Action: Review the draft response and direct staff to submit a final response to the County of Fresno prior to January 30, 2024.

Motion by Director Cerrillo, Jr.; Second by Director Tovar, Jr. and by a 4-0 vote to approve submittal of response for Site Plan Review 8359.

- f. **Resolution 01-25-2024.** A resolution authorizing investment of monies in the Local Agency Investment Fund.

Recommended action: to approve Resolution 1-25-2024.

Motion by Director Castaneda, Second by Director Cerrillo, Jr. and by a 4-0 vote to approve Resolution 1-25-2024.

- g. **Resolution 01-25-2024A.** A resolution designating an Acting Secretary to the Board of Directors.

Recommended action: to appoint Norma Melendez as Acting District Secretary.

Motion by Director Castaneda, Second by Director Tovar, Jr., and by a 4-0 vote to approve resolution 1-25-2024A.

7. Recreation Reports:

Director Castaneda reported that there is a yard sale scheduled for 1/26 at the recreation center. Preparations are underway for the Valentines Dance which is scheduled for 2/9/24. Security was able to give a discount on security services and the DJ is donating his time to benefit the recreation department. Recreation bingo is scheduled for 2/7/24; tostadas will be sold. Finally, Director Castaneda gave an update on the budget meeting she had with recreation staff and VP Cerrillo.

Director Tovar, Jr. announced he will be donating the baskets for the Easter program.

8. Engineer Reports:

- a. District Engineer Report.
 - i. **Well 3A and Tank 1.** The project is funded with a Grant from DWR. Construction activities are proceeding. It is expected that completion of the project will be near the end of 2024. The primary activity has been development of the well. A bridge loan from RCAC is in place for interim financing of the construction activities.

For information purposes.

Vice President Cerrillo confirmed that the RCAC loan has been approved.

- ii. **WWTF Nitrogen Reduction Project.** The project is funded through the CDBG program. The project is now advertised for construction. The bid opening is scheduled for February 7, 2024.

Recommended Action: For information purposes.

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

9. General Manager's Report:

Vice President Cerrillo met with Turning Point representatives to get an insight of what the program provides and how it can benefit the community. He also had a person reach out to him interested in renting the Red Caboose on the weekends. The VP will reach out to him to gather more details of his proposal. Finally, he informed the board that there is a leak at the pool. In order to correct the issue, the pool will have to be drained. Board consensus was to move forward with draining the pool.

10. President's Report: Absent.

11. Vice President's Report: Report given during GM report.

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

13. Legal Counsel Report: None for this meeting.

14. Communications:

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

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

15. Closed Session: 7:19pm

- a. Public employment pursuant to Government Code Section 54957. All positions and all departments.
- b. Potential Litigation (Government Code Section 54956.9).

Came out of closed session at 8:30pm.

16. Adjournment:

Motion by Director Cerrillo, Jr., Second by Director Castaneda and by a 4-0 vote to adjourn the meeting at 8:34pm.

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 January 25, 2024, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 02/14/2024.

Norma Melendez, District Clerk