



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, October 8, 2019 at 6:00PM

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

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

1. Call to Order:

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

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

4. Old Business:

- a. **CDBG 17451 Arriaga Roof and Air Conditioning Project.** Progress Payment Request #4 in the amount of \$38,688.65 has been submitted to Fresno County for reimbursement.

Recommended action: To authorize payment of \$38,688.65 to Davis Moreno Construction, Inc. for work to date on CDBG 17451.

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

- b. **CDBG 17451; Resolution 10-08-2019.** A Resolution accepting the work for the Arriaga Roof and Air Conditioning Project CDBG No. 17451 and authorize the CDBG Engineer to record the Notice of Completion.

Recommended action: To approve Resolution 10-08-2019 and to authorize the CDBG Engineer to record the Notice of Completion.

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

5. New Business:

- a. **General Manager Appointment and Agreement.** Jennifer Ahl has been selected to be the new General Manager for the Malaga County Water District.

Recommended action: To approve the Agreement with Jennifer Ahl as the new General Manager.

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

- b. **Resolution 10-08-2019A.** A Resolution authorizing the new General Manager, Jennifer Ahl, as Legally Responsible Official (LRO) to submit reports to the State Water Resources Control Board (SWRCB), as signer on District bank accounts at Wells Fargo Bank, and as Trustee for the District's money purchase plan account, and to remove former General Manager James Anderson from those authorities.

Recommended action: To adopt Resolution 10-08-2019A as presented or amended.

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

6. Recreation Reports: To be submitted at the meeting.

7. Engineer Reports:

- a. District Engineer Report. A letter providing feedback regarding a proposal by Sitelogiq to develop a solar project is submitted for information.
- b. CDBG Engineer Report: Completion report for CDBG 17451.

8. General Manager's Report:

- a. A '1st Week' schedule has been prepared to introduce the new General Manager to MCWD
- b. New hire at WWTF
- c. Department report
- d. Other reports

9. President's Report:

10. Vice President's Report:

11. Director's Reports:

12. Legal Counsel Report:

13. Communications:

- a. Written Communications:
 - 1. **Outgoing Correspondence.** New General Manager biography for press release.
- b. Public Comment:

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

- a. Minutes of the Regular Board Meeting of September 24, 2019.
- b. Minutes of the Special Board Meeting of September 26, 2019.
- c. Accounts Payable and Financial Reports.

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

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

15. Closed Session:

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 October 8, 2019 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 10/04/2019.

Norma Melendez

Norma Melendez, District Clerk

item 4.a.

YAMABE & HORN ENGINEERING, INC. PROGRESS PAYMENT REPORT

MALAGA COUNTY WATER DISTRICT

PROJECT: Arriaga Roof & AC Project - CDBG 17451

INVOICE NO.: 19044

DATE: 10/1/2019

CONTRACTOR: DAVIS MORENO CONSTRUCTION, Inc.

PAYMENT NO. : 4

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UN	UNIT PRICE	CONTRACT AMOUNT	PERCENT COMPLETE	AMOUNT EARNED
1	Mobilization (Not to Exceed \$17,000)	1	LS	\$17,000.00	\$17,000.00	100.0%	\$17,000.00
2	Provide & Install New Air Conditioning & Heating Equipment	5	EA	\$50,319.60	\$251,598.00	100.0%	\$251,598.00
3	Provide & install new Electrical Service to A/C Units	1	LS	\$116,718.90	\$116,718.90	100.0%	\$116,718.90
4	Provide & Install New Foam Roofing	6,200	SF	\$7.60	\$47,120.00	100.0%	\$47,120.00
5	Provide & Install Concrete Pads for A/C Units	5	EA	\$3,799.16	\$18,995.80	100.0%	\$18,995.80
6	Fresno County Building Permit	1	EA	\$1,045.00	\$1,045.00	100.0%	\$1,045.00

TOTAL \$452,477.70

TOTAL CONTRACT COMPLETED TO DATE \$452,477.70

CHANGE ORDERS

1	Gas line re-route	\$2,076.00
2A	Four protection bollards	\$3,942.00
2BR	Remove evaporative coolers and remove louvered openings	\$23,158.00
3	Revise electrical boxes	(\$4,200.00)
4	Install AC coil guards	\$3,000.00
5	Relocate thermostats	(\$1,531.00)
Total Changes Orders		\$26,445.00

TOTAL EARNED TO DATE \$478,922.70

LESS 5% RETENTION \$23,946.14

TOTAL AMOUNT DUE \$454,976.57

LESS PREVIOUS PAYMENTS

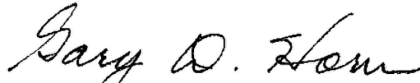
NO. 1	25,646.95
NO. 2	306,852.00
NO. 3	83,788.96

TOTAL PREVIOUS PAYMENTS \$416,287.92

APPROVED FOR PAYMENT

TOTAL AMOUNT DUE THIS PAYMENT

\$38,688.65


GARY D. HORN, CDBG ENGINEER

Job No. 18-169

RECEIVED

Oct. 1, 2019

**YAMABE & HORN
ENGINEERING, INC****REQUEST FOR PAYMENT**From: Davis Moreno Construction, Inc.
4720 N. Blythe Avenue
Fresno, CA 93722To: Malaga County Water District
3580 S Frank Street
Fresno, CA 93725

Invoice: 19044

Invoice date: 7/29/2019
Period ending date: 7/31/2019

Project: 1-904 Malaga Arriaga HVAC/Roof

Contract date:

Request for payment:

Original contract amount	\$452,477.70	
Approved changes	\$26,445.00	
Revised contract amount		\$478,922.70
Contract completed to date		\$478,922.70
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$23,946.14	
Total completed less retainage		\$454,976.56
Less previous requests	\$416,287.91	
Current request for payment		\$38,688.65
Current billing		\$40,724.90
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$2,036.25	
Current amount due		\$38,688.65
Remaining contract to bill	\$23,946.14	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Malaga County Water District relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and

CONTRACTOR: Davis Moreno Construction Inc.

By: _____

Date: 7/29/19

ARCHITECT'S CERTIFICATE FOR PAYMENT :

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architects knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

(Attached explanations if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of the payment are without prejudice to any rights of the Owner or Contractor under this Contract

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

REQUEST FOR PAYMENT DETAIL

Project: 1-904 / Malaga Arriaga HVAC/Roof

Invoice: 19044

Period Ending Date: 7/31/2019 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
904-001	Mobilization	17,000.00	15,300.00	1,700.00		17,000.00	100.00		850.00
904-002	HVAC	251,598.00	239,018.10	12,579.90		251,598.00	100.00		12,579.91
904-003	Electrical	116,718.90	116,718.90			116,718.90	100.00		5,835.94
904-004	Roofing	47,120.00	47,120.00			47,120.00	100.00		2,356.00
904-005	Concrete	18,995.80	18,995.80			18,995.80	100.00		949.79
904-006	Permit	1,045.00	1,045.00			1,045.00	100.00		52.25
904-007	Change Order 1	2,076.00		2,076.00		2,076.00	100.00		103.80
904-008	Change Order 2A	3,942.00		3,942.00		3,942.00	100.00		197.10
904-009	Change Order 2BR	23,158.00		23,158.00		23,158.00	100.00		1,157.90
904-010	Change Order 3	-4,200.00		-4,200.00		-4,200.00	100.00		-210.00
904-011	Change Order 4	3,000.00		3,000.00		3,000.00	100.00		150.00
904-012	Change Order 5	-1,531.00		-1,531.00		-1,531.00	100.00		-76.55

Totals	478,922.70	438,197.80	40,724.90		478,922.70	100.00		23,946.14
--------	------------	------------	-----------	--	------------	--------	--	-----------



item 4.b.

To: Board of Directors, Malaga County Water District
From: Gary D. Horn, CDBG Engineer
Date: October 8, 2019
Subject: Resolution for Final Acceptance Arriaga Roof and Air Conditioning, CDBG Project No. 17451.

RECOMMENDATION:

We recommend that the Board adopt the attached resolution accepting the work for the Arriaga Roof and Air Conditioning Project and authorize the CDBG Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

Davis Moreno Construction, Inc. has completed the work required for the Arriaga Roof and Air Conditioning Project. The work has been inspected by our Public Works Inspector, the consulting Mechanical and Electrical Engineers and the County of Fresno Building Inspector, and found to be in compliance with the plans and specifications.

BACKGROUND:

The project added a foam roof and five new heating and air conditioning units to the gymnasium and multi-purpose room at the Arriaga Community Center. The old evaporative coolers and the associated louvered openings have been removed.

The total cost of the project was \$532,202, including change orders for the amount of \$26,445 which were approved by the Board during the course of construction for various items. The largest change order was for the removal of the evaporative coolers and closing the louvered openings for \$23,158. The CDBG funding amount is \$250,000, which leaves the District a contribution of \$282,202 to the project.

The Board must accept the project as complete in order to file the Notice of Completion to start the 35-day clock to assure that all of the sub-contractors and suppliers have been paid.

RESOLUTION NO. 10-08-2019

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT
AUTHORIZING FINAL ACCEPTANCE AND NOTICE OF COMPLETION
FOR THE ARRIAGA ROOF AND AIR CONDITIONING PROJECT
CDBG NO. 17451**

WHEREAS, Davis Moreno Construction, Inc. has completed the work for the Arriaga Roof and Air Conditioning Project, CDBG No. 17451 and;

WHEREAS, the Engineer's Public Works Inspector, Consultants for the Engineer and the County of Fresno Building Inspector have inspected the improvements required by the District and all improvements required by the District have been completed; and

WHEREAS, the District CDBG Engineer recommends acceptance of the Arriaga Roof and Air Conditioning Project, CDBG No. 17451 and requests Board to authorize the District CDBG Engineer to record the Notice of Completion for the project.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT HEREBY ACCEPTS the Arriaga Roof and Air Conditioning Project, CDBG No. 17451 and authorizes the District CDBG Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the Board of Directors of the Malaga County Water District held on the 8th day of October 2019, and passed at said meeting by the following vote:

AYES:

The foregoing resolution is hereby approved.

NOES:

ABSENT:

Charles Garabedian, Jr., Board President

ABSTAIN:

ATTEST:

Jim Anderson, Board Secretary

**EMPLOYMENT AGREEMENT
GENERAL MANAGER**

THIS AGREEMENT is effective as of October 7, 2019 (the "Effective Date"), at Malaga, Fresno County, California between the Malaga County Water District (hereinafter referred to as the "District" or "Employer") and Jennifer Ahl (hereinafter referred to as "Contractor").

RECITALS

A. District is a county water district duly organized and existing under §30000, et seq., of the Water Code of the State of California.

B. Appointment is made pursuant to §30540 of the Water Code.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. NATURE OF EMPLOYMENT

The District engages and hires Contractor as General Manager and Contractor accepts and agrees to such hiring and engagement. Subject to the supervision and pursuant to the orders, advice and directions of the Board of Directors ("Board"), Contractor shall manage and direct the District and shall perform other duties, as specified in the Malaga Code, the Water Code of the State of California, or any other applicable statute or regulation, and as are customarily performed by one holding that position in other similar districts and shall also additionally render other, related services and duties as may be lawfully assigned to Contractor from time to time by the Board.

Pursuant to District Policy No. 2000.10, the General Manager shall serve as the Secretary for the District and the Board.

2. TERM

2.1 This Agreement shall remain in full force and effect from the Effective Date hereof for twenty-four (24) months or until terminated by the Employer or Contractor as provided in Section 3 of this Agreement.

2.2 The Contractor is an At-Will Contractor and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Contractor at any time subject only to the provisions set forth in Section 3 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Contractor to resign at any time from this position with Employer, subject only to the provisions set forth in Section 3 of this Agreement.

3. TERMINATION OF EMPLOYMENT

3.1 This Agreement may be terminated by either party at any time by giving the other party sixty (60) days' written notice, unless the parties hereto otherwise agree, in writing.

3.2 In the event Contractor is terminated by the Employer without cause or conviction as hereinafter provided during Contractor's employment and Contractor is willing and able to perform her duties under this Agreement, then in that event Employer agrees to pay Contractor a lump-sum cash payment ("Severance Payment") equal to one and one half (1 ½) month's aggregate salary. Such Severance Payment does not include any payments for paid time off accrual which is in addition thereto. Contractor shall also be compensated for all earned but unused vacation.

3.3 In the event Contractor is terminated for cause or for conviction of any illegal or immoral act, then, in that event, Employer shall have no obligation to pay the aggregate Severance Payment designated in paragraph 3.2. "Cause" is defined as material breach or neglect of Contractor duties and/or obligations hereunder.

4. COMPENSATION

District shall pay Contractor, and Contractor agrees to accept from District in full payment for Contractor's services under this Agreement a salary of One Hundred One Thousand Dollars (\$101,000) per annum. Said salary is payable on the same dates as other employees of the District are paid. The Board may adjust the salary following the performance evaluation process described below. The Board shall notify Contractor of the salary so established and the Board's written notification to Contractor of such salary increase shall be deemed to be a part of this Agreement and incorporated herein by reference. Contractor shall not be entitled to overtime or any additional compensation other than the compensation set forth in this Agreement unless agreed to in writing by both parties.

5. ADMINISTRATIVE LEAVE

It is recognized that Contractor must devote a great deal of time outside normal work hours to the performance of Contractor's duties as General Manager. Contractor shall be allowed three (3) days annually, and such other time as the Board may approve as administrative leave with full compensation. Contractor shall accrue administrative leave that is not used each year and such amount shall continue to accrue from year to year during the term of this Agreement up to a maximum of ten (10) days. In the event

Contractor resigns or is terminated, Contractor shall be compensated for all accrued and unused Administrative Leave up to the maximum accumulation of ten (10) days. Contractor shall also be allowed all holiday leaves or privileges as now or may be hereafter provided to regular employees of the District as set forth in the District's Policy Manual.

6. VACATION

Contractor shall be entitled to vacation with pay in each twelve (12) month period during which this Agreement is in effect, such vacation is to be taken by Contractor at a time or times approved by the Board. Notwithstanding the District's Policy Manual, Contractor shall earn the vacation allowance according to the following schedule:

<u>Years of Service</u>	<u>Work Days Per Month</u>	<u>Work Days Per Year</u>
0-4 inclusive	1.0	12
5-9 inclusive	1.5	18
10-14 inclusive	1.75	21
15 and over	2.0	24

Contractor shall accrue vacation with pay according to the foregoing schedule and shall be entitled to accrue a maximum of forty (40) days of vacation with pay. Contractor shall be paid the in excess of forty (40) days of vacation pay accrued on the anniversary of the Effective Date each year.

7. SICK LEAVE

Contractor shall accrue and have credited to her personal account, sick leave at the same rate as other eligible Contractors of the District, as provided in the Malaga Policy Manual. Contractor will begin accruing sick leave on the Effective Date of this agreement.

8. HEALTH AND WELFARE BENEFITS

In consideration for the compensation described in Section 4 of this Agreement, Contractor understands and agrees that Contractor shall not be entitled medical, dental and vision insurance benefits that are provided by the District to the Districts full time employees. However, Contractor shall receive the same life and accidental death and dismemberment insurance, retirement benefits and other benefits welfare benefits provided for all eligible employees as set forth in the District's Policy Manual (not including medical, dental, and vision insurance as described herein) which shall be provided for her at District's cost.

9. DUES AND SUBSCRIPTIONS

{00018277.DOCX;1}

District agrees to budget and to pay for the professional dues and subscriptions of Contractor necessary for her continuation of and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement which shall be considered a benefit to the District, as approved by Board.

10. PROFESSIONAL DEVELOPMENT

District shall, subject to budget limitations and approval of the Board, pay the travel and lodging expenses of Contractor for professional and office travel, meetings and occasions related to continued professional development of Contractor and to adequately pursue necessary official or other functions for District including, but not limited to, the annual general meeting of ACWA, CSDA, or such other meetings of professional groups of which Contractor may be a member or an officer. District shall also pay all costs of training or education expenses deemed necessary or beneficial by the Board, for or related to any certificates, licenses or other training related to the duties of the General Manager. Such expenses must be approved by the board prior to Contractor incurring such expenses.

11. TRANSPORTATION/CELL PHONE

Contractor shall have use of a District-owned automobile during her employment for use related to her duties as General Manager including transportation to and from the District and her place of residence so long as Contractor resides within thirty (30) miles of the District boundary. Contractor will be issued a District cell phone, radio or other communication device for use as General Manager at no cost to Contractor.

12. GENERAL EXPENSES

District recognizes that certain expenses, which are not of a personal nature and which are, generally of a job-related nature, are incurred by Contractor, and hereby agrees, subject to Board approval, to reimburse or to pay said general expenses for Contractor upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

13. INDEMNIFICATION

District shall defend, save harmless and indemnify Contractor against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Contractor's duties as General Manager.

14. REDUCTION OF BENEFITS

{00018277.DOCX;1}

District shall not at any time during the term of this Agreement reduce the compensation or other financial benefits of Contractor, except to the degree of such reduction made by District across-the-board with respect to all employees of District. A reduction of benefits contrary to this section shall be deemed a termination.


15. PERFORMANCE EVALUATION

The Board shall review and evaluate the performance of Contractor six (6) months after the Effective Date and then at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Contractor. Said criteria may be added to or deleted from as the Board may from time to time determine, in consultation with Contractor. Further, the Board shall provide Contractor with a written statement summarizing the findings and evaluation and provide an adequate opportunity for Contractor to discuss her evaluation with the Board. Annually, the Board and Contractor shall define goals and performance objectives which they determine to be necessary for the proper operation of the District and attainment of the Board's policy objectives and shall further establish a relative priority on those various goals and objectives to be reduced to writing. Such goals shall generally be attainable within the time limitations as specified in the annual operating capital budgets and appropriations provided.

16. NOTICES

Notices required or permitted under the terms of this Agreement intended for either party hereto shall be delivered either by United States Postal Service, postage prepaid, or by personal service as follows:

If to the District: Malaga County Water District
3580 S. Frank Street
Fresno, CA 93725
Attn: President of the Board of Directors

If to Contractor: Jennifer Ahl


17. GENERAL PROVISIONS

17.1 Non-Assignment. Contractor's duties and obligations under this Agreement are personal and not assignable.

17.2 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement. This Agreement is the complete and final expression of the parties' {00018277.DOCX;1}

agreement and supersedes all prior or contemporaneous oral or written negotiations, discussions, representations, or agreements, if any. Contractor acknowledges that he has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

This Agreement, and any and all terms and conditions contained herein, may only be changed, revoked, amended, or superseded by a written document signed by both Contractor and the President of the Board following approval of the Board.

17.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Jurisdiction shall be in the County of Fresno.

17.4 No Waiver. No party's failure to enforce any provision or provisions of this Agreement will be construed in any way as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every provision of this Agreement.

17.5 Partial Invalidity. The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity or enforceability of the other provisions or portions of this Agreement.

17.6 Interpretation. No interpretation or construction of any provision or provisions of this Agreement will be influenced by the identity of the party drafting the Agreement.

17.7 Headings. Paragraph headings used in this Agreement are for convenience only and shall not be considered part of the terms of the Agreement.

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Malaga County Water District has caused this Agreement to be signed and executed on its behalf by the President of the Board of Directors.

DISTRICT:

MALAGA COUNTY WATER DISTRICT

By _____
Charles Garabedian, Jr., President

Date: October 8, 2019

CONTRACTOR:

By _____
Jennifer Ahl

Date: October 8, 2019

APPROVED AS TO FORM:

Neal E Costanzo, District General Counsel

RESOLUTION 10-08-2019A

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT APPROVING AN AGREEMENT WITH JENNIFER AHL TO BE THE GENERAL MANAGER; APPOINTING HER AS THE DISTRICT'S LEGALLY RESPONSIBLE OFFICIAL; SIGNER ON DISTRICT BANK ACCOUNTS; AND TRUSTEE FOR DISTRICT RETIREMENT PLAN

WHEREAS, the General Manager of the Malaga County Water District ("District"), James D. Anderson, retired on September 20, 2019, and has been serving since that date as an Interim General Manager; and

WHEREAS, the District, following a through and transparent recruitment process, desires to appoint Jennifer Ahl as the General Manager of the Malaga County Water District pursuant to the terms of an Agreement between the District and Jennifer Ahl a true and correct copy of which is attached hereto and incorporated by this reference herein as Attachment A ("Agreement") ; and

WHEREAS, the appointment of a new General Manager will also require that the District change the persons authorized to sign for the District on District Bank Accounts, and other memberships, agencies, or organizations where the District has designated that the General Manager be the authorized signer, a list of which is attached hereto and incorporated by this reference herein as Attachment B.; and

WHEREAS, the District also desires to replace James D. Anderson with Jennifer Ahl as a Trustee of the District's Pension Plan as one on the three District Trustees of the District's Pension Plan; and

WHEREAS, the District desires to replace James D. Anderson with Jennifer Ahl as the District's designated legally responsible official of the District for the purposes of submitting reports to the State Water Resources Control Board, the United States Environmental Protection Agency, the County of Fresno, and any other agency having jurisdiction to or otherwise requiring the District to submit reports or other records related to the District's water or sewer operations.

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

1. That the forgoing recitals are true and correct and are incorporated by this reference herein as though fully set forth at this point.
2. That the District hereby approves the Agreement attached hereto and incorporated by this reference herein as Attachment A and thereby appoints Jennifer Ahl as the General Manager of the District. Water Code Section 30540.
3. That James D. Anderson shall be removed as a trustee of the District's Pension Plan.
4. That Jennifer Ahl shall be appointed as a trustee of the District's Pension Plan joining Charles E. Garabedian, Jr., and Jesse Alvarez as the three Trustees of the District's Pension Plan.
5. That Jennifer Ahl is hereby authorized to replace James D. Anderson as the authorized signer of the District on the District's bank account and other accounts requiring and authorized signer as set forth in Attachment B.
6. That the District does hereby designate its General Manager, Jennifer Ahl, as the legally responsible official of the District for the purpose of filing or submitting reports to the State Water Resources Control Board, the United States Environmental Protection Agency, the County of Fresno, and any other agency having jurisdiction to require the submission of reports or records related to the District's water or sewer services.
7. That the General Manager, Jennifer Ahl, is authorized by the Board of Directors to issue / re-issue non-residential sewer discharge permits to users which are not significant industrial users (Class 4-Food Service Establishments; Class 5-other non-residential users that are not subject to Class 1-Significant Industrial User; Class 2-user subject to categorical pretreatment standards or Class 3-users subject to categorical pretreatment standards which do not, but potentially may, discharge into the District's POTW) and shall periodically provide a report of those Class 4 & 5 issued/ re-issued permits to the Board of Directors for review.
8. Pursuant to Water Code Section 30543, Jennifer Ahl shall also serve as the Secretary to the Board of Directors.

Passed and adopted by the Board of Directors of the Malaga County Water District
at their meeting held on this 8th day of October 2019, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, Jr., President
Malaga County Water District

ATTEST:

James D. Anderson, Secretary
Board of Directors
Malaga County Water District

September 24, 2019

Malaga County Water District
3580 S. Frank St.
Fresno, CA 93725

RE: Malaga County Water District
Review of Sitelogiq proposal

As requested, this letter provides some feedback regarding a proposal from Sitelogiq to the Malaga County Water District dated September 10, 2019.

Exhibit C
Work Order #1

It appears that Sitelogiq requests a Work Order in the lump sum amount of \$1,100,997 to procure and transport major photovoltaic equipment to an unspecified location. The breakdown of the equipment is not included. Specifications for the equipment are not included. The progress payment schedule is essentially all completed in two (2) weeks. Performance and Payment Bonds are stated to not be required.

Comments: It is recommended that a source of funds is identified for such a large contract. It is also recommended for the interest of the District that specifications for any equipment are prepared, reviewed, and approved. It is recommended for the interest of the District that such a significant purchase, if contemplated, would be completed through a public advertisement procedure. Protection for the District's financial interest in the project is unknown.

Exhibit C
Work Order #2

There is acknowledgement by Sitelogiq that there are many factors outside of Sitelogiq's control in estimating the potential energy savings from the proposed solar installations.

A significant factor beyond the control of either Sitelogiq or the District is utility rate structures and the means for the power utility (PG&E) to purchase the power generated by the solar installations.

There is reference to lighting systems retrofit, yet I am not aware of Sitelogiq being involved in lighting systems retrofits for the District.

The scope for Work Order #2 appears to be very general and no schedule is included. It is suggested that if the District were to consider solar installations, the issues of engineering,

permitting, coordination with PG&E, and full coordination with District operations would be performed as the first order of work, rather than after all materials have been purchased. There is a fair amount of generality associated with the work described as Engineering Design Services. Terms such as “if required” and “as required” are used.

Coordination with PG&E is not defined in my brief review. Specific work associated with the existing electrical service and electrical panels is not described.

The Customer (Malaga County Water District) is required to perform CEQA and “all other permits required for construction of the System”. Since design is not yet known, it is unclear as to what other permits are required.

There are a few references to faculty, students, classrooms, and school operations. I assume the proposal was originally written for a school site. There are references to the Division of State Architect, which are not applicable to the Malaga County Water District.

There is an aggressive requirement to the Malaga County Water District to review and comment on designs, drawings, and specifications. One of the requirements to be imposed on the Malaga County Water District is to review and approve the “System energy production calculations and software model based on Site Plan”. It is unclear to me why Malaga County Water District would be in the position to approve energy production calculations and a software model.

There are two items identified in the Documentation Submittals portion that involve the Local Utility. It is assumed that said local utility is PG&E. It is recommended that any considerations of solar installations would be preceded by discussions with PG&E.

It is unclear what the expected useful life of equipment associated with the solar installation will be. It is therefore unclear what replacement funds the Malaga County Water District should initiate.

Community Center PV Layout

The Malaga County Water District has recently submitted an application for funding to perform a significant renovation of the community center park. Until the status of said funding application is known, any proposed improvements at the community center park should be delayed. If Proposition 68 funding is received, any and all improvements at the community center park would be competitively bid pursuant to Proposition 68 requirements.

Pump #3 PV Layout

The Malaga County Water District has prepared an initial master plan for the Well No. 3 site, which may include a replacement well and a new water storage tank. Funding for preliminary design of said improvements is expected in October 2019. Any other improvements contemplated for the site should be postponed until such time that the preliminary site design is completed.

Treatment Plant PV Layout

The Malaga County Water District has previously reviewed solar panel installation plans for the wastewater treatment plant. Considerations for staff access and maintenance routes, landscaping removal, and parking for operations are in conflict with the proposed PV Layout received.

Well #8 PV Layout

The location of the PV Layout is in the middle of the existing storm water detention pond.

Schedule and Price

The schedule for Work Order #2 is 62 weeks from the Notice to Proceed. A more specific schedule for review would be of benefit to all parties.

The work is presented as a fixed price of \$733,998. It is unclear how a project with very little specific information can be defined in such a specific fixed price. It is recommended that any construction work contemplated by the Malaga County Water District is publicly bid to ensure the best use of public funds.

Insurance Requirements

Insurance requirements were not reviewed at this time.

Exhibit F

The names of the entities included in Exhibit E are unknown and not previously identified in the proposal.

Cash Flow Analysis

The cash flow analysis includes information regarding a Proposition 68 Parks Grant, which would not be associated with this proposal.

The cash flow analysis includes information regarding an LED conversion project, which is not associated with the solar installation project.

The cash flow analysis identifies an annual cost of PV Maintenance Costs Investment. More information regarding this item would be beneficial for the District to review.

Amortization Table

It is assumed (however not stated in the proposal) that Sitelogiq is offering a loan to the Malaga County Water District to pay for the costs associated with the proposal. It is recommended that any loan contemplated by the District be reviewed and considered in full.

Sitelogiq references

It is recommended that specific physical solar installations in central California that have contracted with Sitelogiq for the similar work be provided to the Malaga County Water District for

reference. It is recommended that the Malaga County Water District review the actual sites. The information provided by Sitelogiq makes reference to the City of Lemoore, City of Parlier, City of Farmersville, Biola CSD, and Home Garden CSD, which are all in close proximity to the Malaga County Water District.

Information included in the presentation submitted by Sitelogiq states that "Savings are guaranteed", however, the Work Orders make it clear that the "utility billing structure is out of Contractor's control".

Please contact me if you have any questions or if you need additional information.

Respectfully,

Michael Taylor
District Engineer

item 13.a.1



Jennifer Ahl, a native to The Central Valley, moved to San Francisco for college to study Biological Sciences and soon discovered her passion working in aquatic care and community outreach. In her early years she gained her 10 + years of experience in Aquatic Management and Park and Recreational experience working as the Life Support Operator and Director of Aquatic Facilities Operations for Six Flags Discovery Kingdom, Aquarium of the Bay, The Fresno Chaffee Zoo and The Marine Mammal Rescue center.

She most recently focused her last 4 years as Director of Operations and Management of Wild Water Adventure Park, and The Recreation Parks of The Presidio National Park of San Francisco. Working with Governmental Agencies and Boards of Directors to provide safe and healthy water and Aquatic Programs, directing large diverse teams in developing new recreation programs, managing and creating risk management and fiduciary operations and guidelines and improving on existing programs.

Jennifer's gained her proficiency and developed her skills over time in Water Chemistry, Aquatic Care and Park and Recreation Management by earning certifications and Licenses in Aquatics Facilities Operations, Advanced Life Support Operations, Certified Pool Operations, Park Safety Inspector Certifications and is currently working towards many others.

Jennifer's interest in environmental, aquatics and communities are diverse. She has spent time leading teams of volunteers for California Coastal Clean-up, is a vigilant member of San Francisco's Seafood Watch program, and the Marine Mammal Rescue program, enjoyed time as a docent for the protected indigenous flora and fauna of Alcatraz National Park Service and Golden Gate National Park Service and a rescue Director for North Bay Humane Society.

Jennifer has returned to this District because of her passion for the community of Malaga, Water Chemistry, Park and Recreation and Governmental Compliance. Her newly appointed position with Malaga County Water District is a natural fit. Jennifer was born in The Central Valley and her grandmother is from Malaga so she has a great deal of passion for this community. She is a strong advocate for family and community. She will spend her career devoted to the care, health and safety of this community as well as bring her experience to develop future programs and jobs.

When she is not implementing Aquatic and Park Safety, Ecological Programs and Community Growth, you can find her running marathons, hiking in the national parks, visiting zoos and aquariums and spending time with her family, friends and animals.



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, September 24, 2019 at 6:00PM

item 14.a.

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

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

1. Call to Order:

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

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

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

- a. Minutes of the Regular Board Meeting of September 10, 2019.
- b. Minutes of the Special Board Meeting of September 17, 2019.
- c. Minutes of the Special Board Meeting of September 18, 2019.

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

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

5. Old Business:

- a. **Fresno State Swim Club Agreement.** An agreement for a month-to-month rental of the John R. Leyva Pool for swim practice on Monday, Wednesday and Saturday of each week.

Recommended action: to approve the agreement with the Fresno State Swim Club for month-to month use of the John R. Leyva pool.

Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to approve the agreement with the Fresno State Swim Club and to authorize Jim Anderson to sign the contract.

6. New Business:

- a. **Blower Repairs.** Consideration to repair two blowers at the WWTF. Two quotes to repair the blowers is \$5,546.27 each (\$11,092.54 total)

Recommended Action: to approve each quote at \$5,546.27 to repair two blowers at the WWTF.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve blower repair at \$5,546.27 per quote.

- b. **District Office Gate Repair.** District staff seeked 3 quotes for gate repairs with only two quotes being submitted to the office. Custom Ornamental Iron provided a quote of \$5,250.00. This quote does not include an electric gate option. R&S Erection Tri-County provided a quote for \$11,935.00 with the electric gate option.

Recommended action: to approve proposal of gate repairs as presented or amended.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve quote from Custom Ornamental for the repair of the District Office gate at \$5,250.00.

- c. **SPR 8053: Truck Park Development; APN 33008058.** District staff observed construction of a truck park facility on North Ave, APN 33008058, that the District was not aware of. A query to Fresno County Public Works and Planning determined that a site plan and operational statement had been submitted for review but the review did not include MCWD.

For discussion and potential action.

Legal Counsel will be preparing a letter to be sent to the County of Fresno.

7. **Recreation Reports:** To be submitted at the meeting.
RCD, Romana Campos, updated the board with updated details for Fiesta Day. She also announced the donation of 250 pumpkins for the pumpkin patch program that is scheduled for October 28.

8. Engineer Reports:

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

9. General Manager's Report:

- a. Department reports
 1. **WWTF: resignation of Operator Jeff Jones.**
- b. Other reports

10. President's Report:

President Garabedian, Jr. has booked the flight for San Diego for the ACWA conference in December. He also reported that he has let the architect designing the office expansion know that the board members are waiting for the plans for review.

11. Vice President's Report:

Vice President Cerrillo would like to see the surroundings of the Malaga Area cleaned up, especially with Fiesta Day coming up. There are too many weeds around the area. Contacting the County of Fresno would be a good idea.

12. Director's Reports:

Director Castaneda gave a report on the family bingo night of October 2, 2019 and that there will be a prize for 1st, 2nd and 3rd place winners of the Fiesta Day parade.

Director Cerrillo asked the GM if there were any updates on the person that hit the District Office fence. The GM replied with no new updates.

13. Legal Counsel Report:

None for this meeting.

14. Communications:

a. Written Communications:

1. Sponsorship invitation to the 8th Trailblazers for Prosperity Annual Awards Luncheon scheduled for Wednesday, November 6, 2019 at 11:30a.m.
The board of directors will be sponsoring a lunch table for 8 guests for \$500.00.
2. A customer expressed her concern regarding homeless arriving to the Malaga area after reading an article published by The Fresno Bee which states that Turning Point is ready to receive up to 37 homeless into their facilities.

Action item added: Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to add action item.

3. **Jadzia Espudo, an FFA student from Fowler HS requested a donation to her livestock project. The board members pleasure is to donate \$50.00.**

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to donate \$50.00 to Jadzia Espudo's livestock project. Donation will come from the roll-off franchise revenue.

b. Public Comment:

15. Closed Session:

None for this meeting.

16. Adjournment:

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 7:00 p.m.



SPECIAL BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Thursday, September 26, 2019 at 6:00PM

item 14.b.

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: 6:01p.m.

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

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

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

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

6. Communications:

- a. Written Communications: **none.**
- b. Public Comment: **none.**

7. Closed Session: Adjourned to Closed Session at 6:03 p.m.

- a. Personnel Appointment: General Manager (Government Code Section 54957). Hiring interviews.

Back to open session at 7:23 p.m. Attorney reported that the board has put forward Jennifer Ahl as the candidate to be the general manager and instructed legal counsel to negotiate a contract with the candidate for the board's consideration at its regular meeting on October 8, 2019.

8. Adjournment:

Motion by: Vice President Cerrillo; Second by Director Castaneda and by a 4-0 vote to adjourn the meeting at 7:28 p.m.