

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT**

REGULAR MEETING OF BOARD OF DIRECTORS

MARCH 14, 2024

4:00 P.M.

11301 E. Conejo Avenue, Kingsburg, CA 93631

1. CALL TO ORDER AND ROLL CALL

DIRECTORS

Nathan Magsig
Juan Mejia
Vince Palomar
Scott Robertson, Vice Chair
Buddy Mendes, Chairman

STAFF and CONSULTANTS

Veronica Cazares, General Manager/ Secretary
Alicia Kirk, Executive Assistant to the G.M.
Tricia Miller, Administrative Services/HR Manager
Hilda Cantú Montoy, General Counsel
Craig Perry, Plant Operations Manager
David Bacon, Information Systems Analyst

2. BOARD REORGANIZATION

- A. Nominations and Election of Chairperson
- B. Nominations and Election of Vice-Chairperson

3. APPROVAL OF AGENDA

Additions, deletions, substitutions, and adoption of agenda

4. PUBLIC FORUM

At this time, any member of the public may address the Board regarding any item not on the agenda, over which the Board has jurisdiction. No action or discussion will be taken on any item not on the agenda, except to briefly respond to statements or questions by the public. Members of the public shall limit their remarks to three minutes.

5. CONSENT CALENDAR

Items placed on the consent calendar are routine in nature. They may be approved by one motion, second, and majority vote. Any Board member or member of the public may request removal of any item from the consent calendar for independent consideration.

- A. Minutes of January 11, 2024, Regular Board Meeting (p.1)
- B. Warrant List Reports of January 3, 2024, January 17, 2024, January 19, 2024, and January 31, 2024, February 14, 2024, February 28, 2024 (p. 6)
- C. Cash Activity January 31, 2024, February 29, 2024 (p.12)

6. **NEW BUSINESS**

- A. Subject: Sewer Rate Study. The Board will consider the Sewer Rate Study prepared by Raftelis Financial Inc. and initiation of the Proposition 218 Process. (p.16)

Recommendation: That the Board adopt Resolution 2024-06 Authorizing The Commencement of the Proposition 218 Process for Sewer Service Charges for Fiscal Years 2024-2025 Through 2029-2030 and Setting the Time and Place for a Public Hearing on the Proposed Increase of Sewer Service Charges.

- B. Subject: Request for Proposal: Engineering Design Services For Fiscal Year 2024 Sewer Improvements in Kingsburg and Fowler (p.20)

Recommendation: That the Board approve an agreement with MKN and Associates for design services in the amount of \$144,338, approve a contingency in the amount of \$20,000, and authorize the General Manager to execute the agreement.

- C. Subject: Consider Re-scheduling Regular Meeting of April 11, 2024. (p.43)

Recommendation: That the Board re-schedule the regular meeting of April 11, 2024 to April 4, 2024 at 3:30 PM or provide other dates so that the General Manager may attend the awards ceremony honoring the District for the CWEA Collection System of the year.

7. **BOARD MEMBER COMMUNICATION/AGENDA ITEMS**

- A. Board members may suggest future agenda items or may give reports.

8. **GENERAL MANAGER REPORTS**

- A. All Form 700s filed with the Clerk to the Board's office need to be submitted using the eDisclosure system. Board members, Alternates, General Counsel, and designated employees must submit Annual Statement of Economic Interest for calendar year 2023 by Monday, April 1, 2024.
- B. CWEA Annual Awards and Installation of Officers Banquet was held on Friday, January 26, 2024, at Pardini's in Fresno. The District received the Collection System of the Year, Laboratory Person of the Year, Collection Systems Person of the Year.
- C. Annual Chamber Mixer will be held on Wednesday, March 20, 2024, at 5:00 pm here in the District Board room.

D. Suggestion of scheduling Chairperson's Barbeque for 2024.

9. CLOSED SESSION

A. Public Employee Performance Evaluation pursuant to Government Code Section 54957
Title: General Manager Government Code Section 54957

B. Conference with Labor Negotiators pursuant to Government Code Section 54957.6
Agency Designated Representatives: Board Chair and Vice-Chair
Unrepresented Employee: General Manager

ADJOURNMENT

Motion to Adjourn

Next Regular Meeting: Thursday, April 11 2024, at 4:00 p.m.

Next Ordinance: 2024-01

Next Resolution: 2024-07

NOTICE OF AVAILABILITY OF AGENDA MATERIALS: Any writings or documents provided to a majority of the Board of Directors regarding any item on this agenda will be made available for public inspection at the District Office located at 11301 E. Conejo Ave., Kingsburg, CA 93631 during normal business hours of 8:00 a.m.-4:30 p.m., Mondays through Fridays. Such writings or documents will also be made available on the District website at www.skfcsd.org

ADA COMPLIANCE AND REASONABLE ACCOMMODATIONS POLICY. The District has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend the Board of Directors meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Board, the Board is happy to assist you. Please contact the District Office at (559)897-6500 Extension 213 so such aids or services can be arranged. Requests may also be made by email to the Executive Assistant to the General Manager at: akirk@skfcsd.org or can be sent by US Mail to: Alicia Kirk, PO BOX 158, Kingsburg, CA 93631. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested.

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT**

MINUTES OF THE BOARD MEETING OF DIRECTORS

JANUARY 11, 2024

CALL TO ORDER AND ROLL CALL

The Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 4:00 p.m. by Chairman Mendes

DIRECTORS

Nathan Magsig (P)
Juan Mejia (P)
Vince Palomar (P)
Scott Robertson, Vice Chair (P)
Buddy Mendes, Chairman (P)

STAFF AND CONSULTANTS

Veronica Cazares, General Manager/Secretary
Alicia Kirk, Executive Assistant to the G.M.
Tricia Miller, Administrative Services/HR Manager
Craig Perry, Chief Plant Operator
Allison Gregg, Sampson, Sampson & Patterson,
LLP

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the Board meeting of January 11, 2024, was made by Director Robertson and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Magsig, Mejia, Palomar, Vice Chair Robertson, Chairman Mendes

NO:

ABSENT:

ABSTAIN:

PUBLIC FORUM

None

CONSENT CALENDAR

Items placed on the consent calendar are routine in nature. They may be approved by one motion, second, and majority vote. Any Board member or member of the public may request removal of any item from the consent calendar for independent consideration.

- A. Minutes of Regular Board Meeting, December 19, 2023 (p.1)
- B. Warrant List Reports of, December 6, 2023, December 20, 2023,
December 21, 2023 (p.5)
- C. Cash Activity Report of, December 31, 2023 (p.8)
- D. Fiscal Year 2024-25 Budget Preparation Schedule (p.10)
- E. Resolution No. 2024-01, a Resolution of Recognition and (p.16)
- F. Commendation to Paul Lopez, Operator III as 2023 Employee of the Year
- G. Resolution 2024-02, A Resolution of Recognition and Commendation to District
Employee Joseph Barela for earning the 2023 CWEA “Collection Systems Person of the
Year” (p.17)
- H. Resolution 2024-03, A Resolution of Recognition and Commendation to Karen Steinhauer
for Earning the 2023 CWEA Laboratory Person of the Year (p.18)
- I. Resolution 2024-04, A Resolution of Recognition and Commendation to District
Employees for earning the 2023 CWEA Collection Systems Year Award (p.19)

There being no comment from the public, a motion to approve the consent calendar was made by Director Robertson and seconded by Director Mejia and approved by a unanimous voice vote:

AYE: Director Magsig, Mejia, Palomar, Vice Chair Roberston, Chairman Mendes
 NO:
 ABSENT:
 ABSTAIN:

NEW BUSINESS

- A. Subject: The Board will receive the Fiscal Year 2022-23 Audit Report Presentation (p.20)

Recommendation: That the Board of Directors accept the independent auditor’s report for fiscal year ending June 30, 2023.

Allison Gregg, independent auditor from the firm Sampson, Sampson & Patterson, LLP gave the FY 2023 report to the Board. The Districts overall net position has increased from the previous fiscal year. It was said that there are future capital projects set to be completed in 2024 and will be included in the next audit, and this will decrease the Districts net position. It was noted that industrial revenue has decreased as some industries have found alternative methods for discharging.

There being no comment from the public, a motion to accept the independent auditor’s report for fiscal year ending June 30, 2023, was made by Director Magsig, and seconded by Director Robertson and approved by a unanimous voice vote:

AYE: Director Magsig, Mejia, Palomar, Vice Chair Roberston, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

- A. Subject: Terminate Wastewater Disposal Variance Between Selma-Kingsburg-Fowler County Sanitation District and Boghosian Raisin Packing Company, Incorporated, Together with its Wholly Owned Subsidiary, Fowler Dehydrator Company, Incorporated, Each a California Corporation (p.21)

Recommendation: That the Board Terminate Agreement between Boghosian Raisin and the District.

Boghosian Raisin requested and was granted recission of their permit for discharge of wastewater from Central Valley Regional Water Quality Control Board. This will have no affect on the District.

There being no comment from the public, a motion to terminate the agreement between Boghosian Raisin and the District was made by Director Magsig, and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Magsig, Mejia, Palomar, Vice Chair Roberston, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

- B. Subject: Request for Quotes for Administration Building Roof Rehabilitation (p.26)

Recommendation: That the Board accept the quote from Nations Roof in the amount of \$147,939 and approve a contingency amount of \$15,000 and authorize the General Manager to execute the agreement.

The Administration building roof is approximately 18 years old and is showing wear. There are a few leaks that have been present. Maintenance has completed repairs to areas showing wear, eliminating the leaks. There is currently no warranty on the existing roof. The new roof will come with a 25-year warranty from Nations Roof.

There being no comment from the public, a motion to approve quote from Nations Roof in the amount of \$147,939 and approve a contingency amount of \$15,000 and authorize the General Manager to execute the agreement was made by Director Robertson and seconded by Director Magsig, and approved by a unanimous voice vote:

AYE: Director Magsig, Mejia, Palomar, Vice Chair Roberston, Chairman Mendes

NO:
ABSENT:
ABSTAIN:

C. Subject: Resolution 2024-05, A Resolution For The Participation In San Joaquin Valley Air Pollution Control District Zero-Emission Landscaping Equipment (p.27)

Recommendation: That the Board approve A Resolution For The Participation In San Joaquin Valley Air Pollution Control District Zero-Emission Landscaping Equipment

SJVAPCD ZELE program for public/private agencies grants vouchers of up to \$30,000 for replacement of internal combustion landscaping equipment SKF will be dismantling seven pieces of existing landscaping equipment on delivery of zero-emission equipment. The equipment cannot be sold, as it needs to be demolished to qualify for the program.

There being no comment from the public, a motion to approve Resolution 2024-05, A Resolution For The Participation In San Joaquin Valley Air Pollution Control District Zero-Emission Landscaping Equipment was made by Director Magsig, and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Magsig, Mejia, Palomar, Vice Chair Roberston, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

BOARD MEMBER COMMUNICATION/AGENDA ITEMS

GENERAL MANAGER REPORTS

GM Cazares let the Board know about the upcoming CWEA Banquet on January 26, 2024, at Pardini's beginning at 5:30PM.

ADJOURNMENT

There being no further business to come before the Board, Chairman Mendes declared the meeting adjourned on a motion made by Vice Chair Robertson and seconded by Director Mejia at 4:36 p.m.

Respectfully submitted,

Veronica Cazares, General Manager

Approved,

Buddy Mendes, Chairman

**SELMA - KINGSBURG - FOWLER
COUNTY SANITATION DISTRICT
JANUARY 3, 2024
WARRANT LIST**

AMAZON CAPITAL SERVICES	INFORMATION SYTEMS	130.76
AMERICAN EXPRESS	TRAVEL & TRAINING, SAFETY AWARDS, SHIPPING, INFO SYSTEM, EMPLOYEE RECOGNITION	2,026.82
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,515.04
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	184.72
BSK ASSOCIATES	EXTERNAL LAB SERVICES	106.00
CALIFORNIA WATER SERVICE	WATER UTILITIES	10.99
CWEA	MEMBERSHIPS	221.00
DATA FLOW SYSTEMS INC.	EQUIPMENT REPAIRS & MAINTENANCE	1,754.00
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	184.72
ERNEST C MENDES	DIRECTOR'S FEE	127.63
GARY HELM	RETIREE HEALTH REIMBURSEMENT	184.72
GONZALES, MARK	CERTIFICATION FEE REIMBURSEMENT	98.00
GONZALES, RALPH	CERTIFICATION FEE REIMBURSEMENT	103.00
HOME DEPOT CREDIT SERVICES	SAFETY AWARDS, BLDG & GROUNDS MAINT.	330.93
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	184.72
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	184.72
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	184.72
JIMMY GARCIA	RETIREE HEALTH REIMBURSEMENT	410.87
JUAN MEJIA	DIRECTOR'S FEE	127.63
KINGS MEDICAL CENTER	PROF.SERVICES - MED & SAFETY	95.00
KINGSBURG, CITY OF	WATER UTILITIES	1,096.50
LIEBERT CASSIDY WHITMORE	PROF.SERVICES - MGT & HUM RELATIONS	43.50
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	184.72
MID VALLEY DISPOSAL	WASTE UTILITIES	330.44
MKN	TULARE ST. ALLEY IMPROVEMENTS	1,614.85
NATHAN MAGSIG	DIRECTOR'S FEE	127.63
NELSON'S ACE HARDWARE	SMALL TOOLS, REPAIRS & MAINTENANCE	756.72
O'REILLY AUTO PARTS	AUTO MAINTENANCE	72.69
PG&E	ELECTRIC UTILITIES	40,564.36
PRO-ACCESS SOLUTIONS INC.	ADMIN FRONT DOOR REPAIR	3,848.01
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
QUADIENT LEASING USA, INC.	COPIER LEASE	717.42
ROBERT CURRIE	RETIREE HEALTH REIMBURSEMENT	184.72
SALLY RODRIGUEZ	RETIREE HEALTH REIMBURSEMENT	184.72
SARA J. STAUNTON	RETIREE HEALTH REIMBURSEMENT	184.72
SCOTT ROBERTSON	DIRECTOR'S FEE	127.63
SELMA, CITY OF	PHARMA KIOSK OUTREACH	173.75
SERENA COATES	TRAVEL & TRAINING REIMBURSEMENT	324.99
SILVAS OIL CO. INC.	FUEL	2,483.36
SMARTCOVER SYSTEMS	EQUIPMENT REPAIRS & MAINTENANCE	7,909.00
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	577.17
STEVE JENSEN	RETIREE HEALTH REIMBURSEMENT	167.79
T-MOBILE USA INC.	COMMUNICATIONS	1,070.40
TELSTAR INSTRUMENTS, INC.	EQUIPMENT REPAIRS & MAINTENANCE	17,280.70
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	1,033.34
UNWIRED BROADBAND, INC.	COMMUNICATIONS	749.99
VALLEY SECURITY ALARM	COMMUNICATIONS	750.00
VINCE PALOMAR	DIRECTOR'S FEE	127.63
WORKFORCE GO!	INFORMATION SYSTEMS	150.00

MAS 200 Total Checks

\$91,062.74

**SELMA - KINGSBURG - FOWLER
COUNTY SANITATION DISTRICT
JANUARY 17, 2024
WARRANT LIST**

AMAZON CAPITAL SERVICES	INFORMATION SYSTEMS, SAFETY SUPPLIES	198.30
ARAMARK	UNIFORMS, MATS, MOPS, TOWELS	2,524.06
ASI	INFORMATION SYSTEMS	375.00
AT&T MOBILITY	COMMUNICATIONS	151.44
AT&T/CALNET 3	COMMUNICATIONS	147.43
BILL'S AUTO OF KINGSBURG, INC.	AUTO MAINTENANCE	71.70
BSK ASSOCIATES	EXTERNAL LAB SERVICES	424.00
CALIFORNIA DEPARTMENT OF TAX & FEE ADMIN	USE TAX	806.00
CALPERS	RETIREMENT	40,822.50
	PETTY CASH REIMBURSEMENTS: SAFETY	591.67
	AWARDS, TRAVEL & TRAINING, EMPLOYEE	
	RECOGNITION, PROF. SERVICES	
CASH	INFORMATION SYSTEMS	7,590.00
CDW GOVERNMENT, INC.	DRINKING WATER	197.35
CENTRAL VALLEY CULLIGAN, INC.	COMMUNICATIONS	180.91
COMCAST	PROF.SERVICES - MEDICAL & SAFETY	477.75
DATCO	PROF.SERVICES - MEDICAL & SAFETY	350.00
DKF SOLUTIONS GROUP, LLC	EQUIPMENT MAINTENANCE	1,316.05
ELECTRIC MOTOR SHOP, INC.	DIRECTOR'S FEE	127.63
ERNEST C MENDES	EQUIPMENT MAINTENANCE	153.42
FERGUSON WATERWORKS	LABORATORY SUPPLIES	450.84
FISHER SCIENTIFIC	AUTO MAINTENANCE	1,395.00
GISELA ROSALES	EQUIPMENT MAINTENANCE	56.64
HOME DEPOT CREDIT SERVICES	DIRECTOR'S FEE	127.63
JUAN MEJIA	PROF.SERVICES - ENGR & TECH	2,930.78
KENNETH D. SCHMIDT	SEWER REHAB PROJECT, CCTV, D3 NORTH	13,652.85
MKN	PROF.SERVICES - LEGAL	4,390.50
MONTOY LAW CORPORATION	PEST CONTROL	155.00
MORGAN BROTHERS INC	DIRECTOR'S FEE	127.63
NATHAN MAGSIG	BLDG & GROUNDS MAINT./ EQUIP. MAINTENANCE	258.68
NELSON'S ACE HARDWARE	LIFE INSURANCE	395.56
NORTH AMERICAN BENEFITS CO	EQUIPMENT MAINTENANCE	8.75
O'RELLY AUTO PARTS	ELECTRIC UTILITIES	6,911.22
PG&E	CHEMICALS	28,531.57
POLYDYNE, INC	PROF.SERVICES - MGMNT & HUM. RELATIONS	47.00
PRE-EMPLOYMENT INVESTIGATIONS	POSTAGE	500.00
QUADIENT FINANCE USA, INC.	INFORMATION SYSTEMS	32,984.82
REVELANT IT INC.	EQUIPMENT MAINTENANCE	9,999.19
RGW EQUIPMENT SALES, LLC	PERMITS	961.00
SAN JOAQUIN VALLEY AIR	DIRECTOR'S FEE	127.63
SCOTT ROBERTSON	SEWER IMPROVEMENT: FLORAL AVE.	1,135.00
SEE'S CONSULTING & TESTING INC	SELMA PROJECT: NEB/KNWLS/THOMP	300,000.00
SELMA, CITY OF	EQUIPMENT MAINTENANCE	6,847.77
SIEMENS INDUSTRY INC.	FUEL	4,388.56
SILVAS OIL CO. INC.	D4 PROJECT	108,102.40
SW CONSTRUCTION INC.	COMMUNICATIONS	1,345.48
TELETRAC NAVMAN US LTD.	EQUIPMENT MAINTENANCE	3,966.00
TELSTAR INSTRUMENTS, INC.	GAS UTILITIES	711.05
THE GAS CO	COPIER LEASES	740.03
TOSHIBA FINANCIAL SERVICES	DIRECTOR'S FEE	127.63
VINCE PALOMAR	INFORMATION SYSTEMS	6,225.00
WORKFORCE GO!		
MAS 200 Total Checks		\$594,106.42

**SELMA - KINGSBURG - FOWLER
COUNTY SANITATION DISTRICT
JANUARY 19, 2024
WARRANT LIST**

SYNAGRO TECHNOLOGIES	BIOSOLIDS HAULING	78,795.07
MAS 200 Total Checks		\$78,795.07

SELMA - KINGSBURG - FOWLER
COUNTY SANITATION DISTRICT
JANUARY 31, 2024
WARRANT LIST

ALERT O LITE, INC.	EQUIPMENT MAINTENANCE	95.31
AMERICAN EXPRESS		3,807.06
CALIFORNIA WATER SERVICE	TRAVEL & TRAINING, PROF.SERVICES ACCOUNTING, INFO SYSTEMS, OFFICE SUPPLIES, MEMBERSHIPS	
CALPERS HEALTH	WATER UTILITIES	48.05
CINTAS CORPORATION NO.2	HEALTH INSURANCE	38,103.79
CITY OF FOWLER	RENT & LEASE EQUIPMENT	284.42
CWEA	FRANCHISE FEES	104,558.38
DAWSON-MAULDIN LLC	MEMBERSHIPS	221.00
FEDERAL EXPRESS	SEWER IMPROVEMENTS SELMA	522,429.40
HOME DEPOT	OVERNIGHT SHIPPING	34.12
KINGSBURG, CITY OF	BUILDING & GROUNDS / EQUIPMENT MAINTENANCE, OFFICE SUPPLIES	366.06
LIEBERT CASSIDY WHITMORE	FRANCHISE FEES, PHARMA KIOSK OUTREACH	164,198.86
LOPEZ, PAUL	PROF.SERVICES - MGMNT & HUM. RELATIONS	29.50
MONTROY LAW CORPORATION	SAFETY SUPPLIES RIEMBURSEMENT	225.00
MUNICIPAL MAINT EQUIPMENT, INC	PROF.SERVICES - LEGAL	3,283.00
NAPA AUTO PARTS	EQUIPMENT MAINTENANCE	1,622.07
NELSON'S ACE HARDWARE	EQUIPMENT MAINTENANCE	177.54
NEW ENGLAND SHEET METAL & MECHANICAL CO.	EQUIPMENT MAINTENANCE, OFFICE SUPPLIES	183.33
O'REILLY AUTO PARTS	MAINTENANCE BUILDING & GROUNDS	4,585.60
PG&E	EQUIPMENT MAINTENANCE	44.65
PRO-ACCESS SOLUTIONS INC.	ELECTRIC UTILITIES	43,213.36
PROFESSIONAL COMMUNICATIONS NETWORK	MAINTENANCE BUILDING & GROUNDS	335.00
PROFESSIONAL PRINT & MAIL, INC	COMMUNICATIONS	60.00
RAYMOND MIKE ALANIZ	OFFICE SUPPLIES	438.00
SAMPSON SAMPSON & PARTNERS LLC	CERTIFICATION FEE REIMBURSEMENT	103.00
SELMA, CITY OF	PROF.SERVICES - ACCOUNTING & FINANCE	9,000.00
SILVAS OIL CO. INC.	FRANCHISE FEES	187,022.70
SOTO, ROBBIE	FUEL	2,245.57
STEINHAUER, KAREN	CERTIFICATION FEE REIMBURSEMENT	98.00
SWANSON-FAHRNEY FORD SALES	CERTIFICATION FEE REIMBURSEMENT	299.00
THE COUNTY OF FRESNO	FLEET REPLACEMENT PROGRAM V02	35,532.53
TRANSWESTERN INS ADMIN	PROF.SERVICES - ACCOUNTING & FINANCE	1,164.91
UNWIRED BROADBAND, INC.	DENTAL / VISION INSURANCE	2,909.14
WORKFORCE GO!	COMMUNICATIONS	749.99
	INFORMATION SYSTEMS	900.00
MAS 200 Total Checks		\$1,128,368.34

SELMA - KINGSBURG - FOWLER
COUNTY SANITATION DISTRICT
FEBRUARY 14, 2024
WARRANT LIST

ALERT O LITE, INC.	EQUIPMENT MAINTENANCE	310.14
ALVARO VILLA	CERTIFICATION REIMBURSEMENT	98.00
AMAZON CAPITAL SERVICES	SAFETY SUPPLIES	377.00
ANDERSON & BALLOU INC.	REPAIRS & MAINTENANCE	14,700.00
APPLIED INDUSTRIAL TECH CA-LLC	EQUIPMENT MAINTENANCE	624.95
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,603.69
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	184.72
ASI	INFORMATION SYSTEMS	375.00
AT&T MOBILITY	COMMUNICATIONS	151.44
BSK ASSOCIATES	EXTERNAL LAB SERVICES	1,970.00
CALIFORNIA CAD SOLUTIONS INC	PROF.SERVICES - ENGINEERING	3,825.00
CALPERS	RETIREMENT	40,822.50
CENTRAL VALLEY CULLIGAN, INC.	DI TANK EXCHANGE	245.00
CINTAS CORPORATION NO.2	AED EQUIPMENT LEASE	284.42
CITY NATIONAL BANK	SOLAR PURCHASE AGREEMENT LOAN PYMNT	658,290.00
COMCAST	COMMUNICATIONS	180.91
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	184.72
DKF SOLUTIONS GROUP, LLC	PROF.SERVICES - MED & SAFETY	350.00
DOPUDJA & WELLS CONSULTING INC.	COLLECTION SYSTEM MASTER PLAN UPDATE	112,405.00
ELIDIO SILVA	EQUIPMENT MAINTENANCE	132.17
FERGUSON WATERWORKS	EQUIPMENT MAINTENANCE	204.56
GARY HELM	RETIREE HEALTH REIMBURSEMENT	184.72
HOME DEPOT CREDIT SERVICES	MAINTENANCE BUILDING & GROUNDS, SAFETY SUPPLIES	790.68
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	184.72
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	184.72
JEFFREY GLENN RANSOM	CERTIFICATION REIMBURSEMENT	98.00
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	184.72
JIMMY GARCIA	RETIREE HEALTH REIMBURSEMENT	410.87
KAMEYA AKEMI COLEMAN	SAFETY SHOES REIMBURSEMENT	217.95
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	184.72
MID VALLEY DISPOSAL	WASTE UTILITIES	1,084.20
MKN	D3 NORTH ST. PROJECT, CCTV REVIEW, SEWER REHAB	7,091.68
	PROJECT, SELMA PROJECT, D4 IMPROVEMENTS	
MOORE TWINING ASSOC. INC.	EXTERNAL LAB SERVICES	311.00
MORGANS VILLAGE FLOORING	MAINTENANCE BUILDING & GROUNDS	95.29
NAPA AUTO PARTS	SAFETY SUPPLY, AUTO/EQUIPMENT MAINTENANCE	434.43
NELSON'S ACE HARDWARE	MAINTENANCE BUILDING & GROUNDS, EQUIPMENT	69.92
	MAINTENANCE	
NEW ENGLAND SHEET METAL & MECHANICAL CO.	MAINTENANCE BUILDING & GROUNDS	2,325.56
O'REILLY AUTO PARTS	AUTO MAINTENANCE	12.60
PG&E	ELECTRIC UTILITIES	316.58
POLYDYNE, INC	CHEMICALS	28,531.57
PROCLEAN SUPPLY	SAFETY SUPPLIES	407.87
QUINN RENTAL SERVICES	DOZER RENTAL	28,603.23
ROBERT CURRIE	RETIREE HEALTH REIMBURSEMENT	184.72
SALLY RODRIGUEZ	RETIREE HEALTH REIMBURSEMENT	184.72
SAMPSON SAMPSON & PARTNERS LLC	PROF.SERVICES - ACCOUNTING & FINANCE	3,500.00
SARA J. STAUNTON	RETIREE HEALTH REIMBURSEMENT	184.72
SCOTT ROBERTSON	DIRECTOR'S FEES, CASA CONF. EXPENSE REIMB.	842.13
SCOUT SPECIALTIES INC.	EQUIPMENT MAINTENANCE	451.09
SEFAC USA INC.	EQUIPMENT MAINTENANCE	275.79
SELMA, CITY OF	OUTREACH PHARMA KIOSK	173.75
SIGNMAX	SAFETY DECALS	260.04
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	1,269.10
STEVE JENSEN	RETIREE HEALTH REIMBURSEMENT	167.79
SWRCB-ELAP FEES	PERMITS	1,000.00
T-MOBILE USA INC.	COMMUNICATIONS	1,070.99
THE BUSINESS JOURNAL	PRINTING - ADVERTISING	195.00
THE GAS CO	GAS UTILITIES	544.13
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	740.03
TOTAL COMPENSATION SYSTEMS	PROF.SERVICES - OPEB VALUATION	1,980.00
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	786.63
VALLEY IRON INC	EQUIPMENT MAINTENANCE	492.72
VERONICA CAZARES	CASA CONFERENCE EXPENSE REIMBURSEMENT	512.13
WORKFORCE GO!	INFORMATION SYSTEMS	1,050.00
MAS 200 Total Checks		\$924,909.73

**SELMA - KINGSBURG - FOWLER
COUNTY SANITATION DISTRICT
FEBRUARY 28, 2024
WARRANT LIST**

AMAZON CAPITAL SERVICES	INFORMATION SYSTEMS	636.66
APPLIED INDUSTRIAL TECH CA-LLC	EQUIPMENT MAINTENANCE	206.38
ARAMARK	UNIFORMS, MATS, MOPS, TOWELS	1,547.63
ARIES INDUSTRIES INC.	FREIGHT COLLECTION SYTEM CAMERA	758.82
AT&T/CALNET 3	COMMUNICATIONS	94.44
BOOT BARN HOLDINGS INC.	SAFETY SHOES	522.82
BSK ASSOCIATES	EXTERNAL LAB SERVICES	4,878.00
CALIFORNIA WATER SERVICE	WATER UTILITIES	36.34
CALPERS HEALTH	HEALTH INSURANCE	39,722.77
CDW GOVERNMENT, INC.	INFORMATION SYSTEMS	1,551.98
DANCO TRAILERS INC.	EQUIPMENT MAINTENANCE	1,371.72
DANIEL MURRIETA	EMPLOYEE RECOGNITION, OUTREACH SUPPLY	1,062.56
HOME DEPOT CREDIT SERVICES	BUILDING & GROUNDS MAINTENANCE	179.80
KINGS INDUSTRIAL OCC. MED. CTR, INC.	PROF.SERVICES - MEDICAL & SAFETY	95.00
KINGS MEDICAL CENTER	PROF.SERVICES - MEDICAL & SAFETY	95.00
MARTIN ALEXANDER DIAZ	TRAVEL & TRAINING EXPENSE REIMBURSEMENT	93.74
MONTOY LAW CORPORATION	PROF.SERVICES - LEGAL	282.00
MORGAN BROTHERS INC	PEST CONTROL	155.00
NAPA AUTO PARTS	SMALL TOOLS,EQUIPMENT MAINTENANCE,SAFETY SUPPLIES	875.54
NELSON'S ACE HARDWARE	SMALL TOOLS, EQUIPMENT MAINTENANCE	909.05
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	409.36
O'REILLY AUTO PARTS	AUTO MAINTENANCE	81.50
PG&E	ELECTRIC UTILITIES	53,674.52
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
RAYMOND MIKE ALANIZ	TRAVEL & TRAINING EXPENSE REIMBURSEMENT	2,354.38
SEFAC USA INC.	EQUIPMENT MAINTENANCE	993.01
SELMA, CITY OF	OUTREACH PHARM KIOSK	173.75
SERENA COATES	TRAVEL & TRAINING EXPENSE REIMBURSEMENT	108.38
SILVAS OIL CO. INC.	FUEL	5,106.23
SUPERIOR POOL PRODUCTS, LLC	CHEMICALS	4,730.19
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	263.90
TRICIA D. MILLER	TRAVEL & TRAINING EXPENSE REIMBURSEMENT	174.53
WORKFORCE GO!	INFORMATION SYSTEMS	1,275.00
MAS 200 Total Checks		\$124,480.00

SKF COUNTY SANITATION DISTRICT
 CASH ACTIVITY REPORT
 Month: JANUARY
 Fiscal Year: 2023-24

Cash Account Description	End of Month Cash Balance as of June 30, 2023	End of Month Cash Balance January 31, 2024
Cash in Treasury: Operations & Maintenance	\$ 5,043,024.93	\$ 5,935,890.20
Cash in Bank: Operations & Maintenance	\$ 28,912.44	\$ 27,210.46
Cash in Bank: Payroll	\$ 203.46	\$ 136,722.92
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 5,072,840.83	\$ 6,100,523.58
Cash in County Treasury:Expansion	\$ 5,393,049.36	\$ 5,450,179.74
Cash in County Treasury: R&R	\$ 6,245,192.21	\$ 5,806,244.49
Cash in County Treasury:Selma	\$ 2,319,258.37	\$ 1,558,272.59
Cash in County Treasury: Selma SWRCB Reserve	\$ 267,803.77	\$ 267,420.31
Total Selma	\$ 2,587,062.14	\$ 1,825,692.90
Cash in County Treasury:Kingsburg	\$ 3,426,769.60	\$ 3,559,673.96
Cash in County Treasury:Fowler	\$ 1,932,604.12	\$ 1,794,735.41
Total Cash Balance	\$ 24,657,518.26	\$ 24,537,050.08

SKF COUNTY SANITATION DISTRICT
CASH ACTIVITY REPORT
Month: FEBRUARY
Fiscal Year: 2023-24

Cash Account Description	End of Month Cash Balance as of June 30, 2023	End of Month Cash Balance February 29, 2024
Cash in Treasury: Operations & Maintenance	\$ 5,043,024.93	\$ 5,011,945.89
Cash in Bank: Operations & Maintenance	\$ 28,912.44	\$ 27,087.35
Cash in Bank: Payroll	\$ 203.46	\$ 136,013.41
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 5,072,840.83	\$ 5,175,746.65
Cash in County Treasury:Expansion	\$ 5,393,049.36	\$ 5,401,162.36
Cash in County Treasury: R&R	\$ 6,245,192.21	\$ 5,804,321.99
Cash in County Treasury:Selma	\$ 2,319,258.37	\$ 1,557,117.68
Cash in County Treasury: Selma SWRCB Reserve	\$ 267,803.77	\$ 267,420.31
Total Selma	\$ 2,587,062.14	\$ 1,824,537.99
Cash in County Treasury:Kingsburg	\$ 3,426,769.60	\$ 3,560,926.45
Cash in County Treasury:Fowler	\$ 1,932,604.12	\$ 1,801,047.56
Total Cash Balance	\$ 24,657,518.26	\$ 23,567,743.00

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
WARRANT LIST & SALARY AND FRINGE BENEFIT EXPENDITURE SUMMARY
FOR THE MONTH ENDED JANUARY 31, 2024

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	1/3/2024	\$ 91,062.74
WARRANT LIST ENDING	1/17/2024	\$ 594,106.42
WARRANT LIST ENDING	1/19/2024	\$ 78,795.07
WARRANT LIST ENDING	1/31/2024	\$ 1,128,368.34

TOTAL SERVICE AND SUPPLIES EXPENDITURES	\$ 1,892,332.57
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SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	12/31/2023	\$ 94,998.22
EMPLOYER CONTRIBUTIONS (PERS)	12/31/2023	\$ 9,506.65
EMPLOYER TAXES	12/31/2023	\$ 1,878.15
HEALTH INSURANCE	12/31/2023	\$ 13,340.58
		\$ 119,723.60

TOTAL SALARIES PERIOD ENDING:

SALARIES	1/14/2024	\$ 98,136.96
EMPLOYER CONTRIBUTIONS (PERS)	1/14/2024	\$ 9,698.63
EMPLOYER TAXES	1/14/2024	\$ 1,275.92
HEALTH INSURANCE	1/14/2024	\$ 13,340.58
		\$ 122,452.09

TOTAL SALARIES PERIOD ENDING:

SALARIES	1/28/2024	\$ 99,205.28
EMPLOYER CONTRIBUTIONS (PERS)	1/28/2024	\$ 9,717.18
EMPLOYER TAXES	1/28/2024	\$ 1,293.39
HEALTH INSURANCE	1/28/2024	\$ 13,340.58
		\$ 123,556.43

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES	\$ 365,732.13
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	\$ 2,258,064.70
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SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
WARRANT LIST & SALARY AND FRINGE BENEFIT EXPENDITURE SUMMARY
FOR THE MONTH ENDED FEBRUARY 29, 2024

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	2/14/2024	\$	924,909.73
WARRANT LIST ENDING	2/28/2024	\$	124,480.00
			1,049,389.73
TOTAL SERVICE AND SUPPLIES EXPENDITURES			\$ 1,049,389.73

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	2/11/2024	\$	97,751.46
EMPLOYER CONTRIBUTIONS (PERS)	2/11/2024	\$	9,717.93
EMPLOYER TAXES	2/11/2024	\$	1,268.65
HEALTH INSURANCE	2/11/2024	\$	13,340.58
			\$ 122,078.62

TOTAL SALARIES PERIOD ENDING:

SALARIES	2/25/2024	\$	97,651.63
EMPLOYER CONTRIBUTIONS (PERS)	2/25/2024	\$	9,717.93
EMPLOYER TAXES	2/25/2024	\$	1,270.53
HEALTH INSURANCE	2/25/2024	\$	13,340.58
			\$ 121,980.67

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES		\$	244,059.30
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		\$	1,293,449.03
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MEMORANDUM

(March 14, 2024, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: March 14, 2024

Agenda Item: 6-A
Action: Motion

SUBJECT: The Board will consider the Sewer Rate Study prepared by Raftelis Financial Inc. and initiation of the Proposition 218 Process.

RECOMMENDATION: That the Board adopt Resolution 2024-06 Accepting the Sewer Service Rate Study, Authorizing The Commencement of the Proposition 218 Process for Sewer Service Charges for Fiscal Years 2024-2025 Through Fiscal Years 2029-2030 and Setting the Time and Place for a Public Hearing on the Proposed Increase of Sewer Service Charges.

EXECUTIVE SUMMARY:

The Board will consider an increase in its rates for sewage service per year per equivalent single-family residence (ESFR) for the next five fiscal years. All users pay the same rates of wastewater, per pound of suspended solids (SS) and per pound of biochemical oxygen demand (BOD), whether the users are industrial, commercial, institutional, multi-residential or single-family residence. All users pay per equivalent single-family residence (ESFR).

The proposed rate increases were calculated by the District in order to evenly spread applicable costs amongst sewer users according to the cost of providing service to the users. The proposed increases for each City’s Capital Refurbishment & Replacement (R&R) sewer rates are necessary due to increased cost of repair, refurbishment and replacement of aging equipment and facilities in the collection system, and are substantiated in the Capital Improvement Program, Sewer System Management Plan assessments and Collection System Master Plan.

The increase in sewer rates for the District’s Capital Refurbishment & Replacement fund and General Operation & Maintenance fund and are necessary due to increased costs of repair; refurbishment and replacement of aging equipment and facilities; services and supplies; salaries and benefits; labor costs; and a reduction in usage of the plant by industrial dischargers.

If the Proposition 218 process is approved the time and place of the hearing on the proposed sewer service rate increases will need to be held at a special Board meeting between May 28-31, 2024.

The following are the proposed sewer service rates for fiscal year 2024-2025 to 2029-2030.

Selma’s customers will experience an annual increase of \$48.60 or \$4.14 per month in their wastewater charges in FY 2025. In the same year, Kingsburg’s customers will experience a \$45.26 or \$3.64 per month increase and Fowler’s customers will experience a \$46.43 or \$3.47 per month increase.

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Adjustments		COS	9.0%	9.0%	6.0%	6.0%
All Customers (\$/ESFR)						
District Refurbishment and Replacement	\$87.07	\$97.78	\$106.59	\$116.19	\$123.17	\$130.57
Selma Refurbishment & Replacement	\$74.00	\$88.00	\$98.00	\$108.00	\$118.00	\$130.00
Kingsburg Refurbishment & Replacement	\$40.00	\$48.00	\$56.00	\$64.00	\$72.00	\$80.00
Fowler Refurbishment & Replacement	\$56.00	\$62.00	\$69.00	\$76.00	\$83.00	\$90.00
Residential/Commercial O&M Charge (\$/ESFR)						
Operation and Maintenance Service Charge	\$372.43	\$397.36	\$433.13	\$472.12	\$500.45	\$530.48
Total Residential/Commercial O&M Charge	\$459.50	\$495.14	\$539.72	\$588.31	\$623.62	\$661.05
Industrial O&M Charge						
Flow Charge (\$/mg)	\$2,586.61	\$2,834.62	\$3,089.74	\$3,367.82	\$3,569.89	\$3,784.09
B.O.D. Charge (\$/lb)	\$0.25	\$0.46	\$0.51	\$0.56	\$0.60	\$0.64
S.S. Charge (\$/lb)	\$0.48	\$0.44	\$0.48	\$0.53	\$0.57	\$0.61
Industrial R&R Charge						
Flow Charge (\$/mgd)	\$192,072.65	\$215,891	\$235,321	\$256,500	\$271,890	\$288,204
B.O.D. Charge (\$/lb per day)	\$7.32	\$9.84	\$10.73	\$11.70	\$12.41	\$13.16
S.S. Charge (\$/lb per day)	\$24.00	\$32.45	\$35.38	\$38.57	\$40.89	\$43.35
Septic Hauler (\$/100 gal)	\$13.83	\$12.86	\$14.05	\$15.48	\$16.62	\$17.77

Attachments: Resolution No. 2024-06

RESOLUTION NO. 2024-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT ACCEPTING THE SEWER SERVICE RATE STUDY, AUTHORIZING THE COMMENCEMENT OF THE PROPOSITION 218 PROCESS FOR SEWER SERVICE CHARGES FOR FISCAL YEARS 2024-2025 THROUGH 2029-2030, AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED INCREASE OF SEWER SERVICE CHARGES

WHEREAS, pursuant to an RFP process, the Selma-Kingsburg-Fowler County Sanitation District (“District”) engaged Raftelis Financial Inc. (“Raftelis”), a firm with expertise in the analysis of costs relating to utilities to conduct a rate study of the District’s sewer service rates; and

WHEREAS, the Board of Directors held a Joint Study Session with the District’s Policy Advisory Committee (“PAC”) on March 14, 2024, to review the report from Raftelis regarding current rates and the need to increase rates to meet operational costs; and

WHEREAS, the Board heard from staff, PAC, and the public on this matter; and

WHEREAS, the District is considering sewer service rate increases commencing in Fiscal Year 2024-2025; and

WHEREAS, if the District wishes to adopt sewer service rate increases, the District is required to follow the Proposition 218 process which requires that a public hearing be held and that a formal notice be mailed to all affected ratepayers at least forty-five (45) days prior to a public hearing; and

WHEREAS, the Board wishes to proceed with the Proposition 218 Process relating to proposed rate increases for sewer service rates.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated by reference.

SECTION 2. The Board has duly considered the Selma-Kingsburg-Fowler CSD Wastewater Rate Study Report prepared by Raftelis and hereby accepts the Report. A copy of the Report is attached hereto and incorporated by reference.

SECTION 3. The Board of Directors authorizes the commencement of the Proposition 218 process for sewer service charges for Fiscal Years 2024-2025 through 2029-2030.

SECTION 4. Staff is directed to set the Public Hearing as required under Proposition 218 in the Board Room of the District Board of Directors in the District Administration Building at 11301 E. Conejo Avenue, Kingsburg.

SECTION 5. The Secretary of this Board shall cause a “NOTICE OF PUBLIC HEARING,” to be published once a week for two successive weeks prior to the date set for hearing in the Fresno Business Journal and the Sentinel newspapers of general circulation.

SECTION 6. The Secretary of the Board shall provide a 45-day notice by mail to the record owner of each parcel upon which the charge is proposed for imposition. The notice shall meet all requirements required under Proposition 218.

SECTION 7. Effective Date. This resolution shall be effective on the date of adoption.

CERTIFICATION

The foregoing Resolution No. 2024-06 was adopted on roll call on a regular meeting held on March 14, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____
ABSENCES: _____

Veronica Cazares
Secretary of the Board of Directors

MEMORANDUM

(March 14, 2024, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: February 26, 2024

Agenda Item: 6-B
Action: Motion

SUBJECT: Request for Proposal: Engineering Design Services For Fiscal Year 2024 Sewer Improvements in Kingsburg and Fowler

RECOMMENDATION:

That the Board approve an agreement with MKN and Associates for design services in the amount of \$144,338, approve a contingency in the amount of \$20,000, and authorize the General Manager to execute the agreement.

EXECUTIVE SUMMARY:

A request for proposals was sent out for sewer improvements in the member cities of Kingsburg and Fowler. The RFP's were advertised on 1/15/2024 and 1/17/2024. Two responses were received and are tabulated below. Staff recommends accepting the scope of services from MKN and Associates in the amount of \$144,338 and approving a contingency in the amount \$20,000. The project is in the current FY24 budget and describes as follows:

Kingsburg

Alley Sewer Improvement: Sierra/Plumas and 21st/22nd

Alley Sewer Improvement: Marion/Sierra and 18th Avenue Between Lewis/Plumas

Fowler

Alley Sewer Improvement: Tuolumne/Modesto and 6th/7th

The existing sewers are 6-inch, 8-inch and 12-inch diameter pipes and are constructed of vitrified clay pipe (VCP) and are at the end of their useful life. Some sections are reported to include sags, cracked pipes, and offset joints, resulting in maintenance issues for District Staff, including overflows. The area is identified as a "trouble spot". The proposed project will rehabilitate or replace the existing sewer mains with new PVC pipes of the same diameter within the same alignment.

This project is to satisfy the District's agreement with the member cities to operate and maintain the existing collection system. This project will also satisfy the waste discharge requirements for the collection system and reduce the potential for sanitary sewer overflows.

MKN (Fresno, Ca)	\$144,338
Blackwater (Fresno, Ca)	\$156,045

Attachments: Agreement

**CONSULTING SERVICES AGREEMENT BETWEEN
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT AND**

This Consulting Services Agreement (“Agreement”) is made and entered by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “DISTRICT”) and MKN and Associates, (hereinafter referred to as “CONSULTING ENGINEER”).

RECITALS

A. DISTRICT operates and maintains a sewerage system serving residential, commercial, and industrial customers.

B. The sewerage system consists of local collection sewers, interceptors, lift stations, wastewater treatment and disposal facilities that collect, convey, treat, and dispose of sanitary wastewater.

C. The sewerage system infrastructure requires periodic engineering review of the facilities for functionality, replacement, and improvements or expanded capacity.

D. The DISTRICT’s facilities are identified as either the “collection system” or the “treatment and disposal system.”

E. The DISTRICT has issued a Request for Proposals (RFP) for the SKF Collection System Projects (Engineering Design & Engineering Construction Support Services)

F. CONSULTING ENGINEER is a duly licensed and qualified engineering firm comprised of principals and employees who are experienced in matters connected with this Agreement, has submitted a proposal in response to the RFP, and hereby represents that it is professionally capable of performing the services called for in this Agreement.

G. The DISTRICT desires to have CONSULTING ENGINEER perform services described in the above-referenced RFP and CONSULTING ENGINEER desires to perform those services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTING ENGINEER shall perform to the satisfaction of DISTRICT the services described in Exhibit A, including all work incidental to, or necessary to perform such services even though not specifically described in Exhibit A. Henry Liang shall be the key person providing the Scope of Services. In the event Henry Liang is unable to perform the Services, CONSULTING ENGINEER shall immediately notify District Engineer of the DISTRICT. In such event, DISTRICT shall have sole discretion to terminate the Agreement under Section 4 of this Agreement.

2. Term of Agreement and Time for Performance. The term of this Agreement shall commence on March 14, 2024, and expire on March 1, 2025.Compensation.

District shall pay for services performed satisfactorily under this Agreement and according to the pay schedule contained in Exhibit B which is incorporated herein by reference.

Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of DISTRICT business.

The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to CONSULTING ENGINEER'S compensation. Any change in the scope of services must be made by written amendment to the Agreement approved by the DISTRICT Board of Directors and signed by an authorized representative for each party. CONSULTING ENGINEER shall not be entitled to any additional compensation if services are performed prior to a signed written agreement.

4. Termination.

Termination for Convenience. Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

Termination for Cause. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

In the event of termination, all finished or unfinished documents, reports, or other materials prepared by CONSULTING ENGINEER under this Agreement shall become DISTRICT's property. CONSULTING ENGINEER shall be entitled to receive compensation for satisfactory work completed prior to the effective date of termination.

This Agreement shall terminate without any liability of DISTRICT to CONSULTING ENGINEER upon: (i) CONSULTING ENGINEER's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTING ENGINEER; or (ii) DISTRICT's non-appropriation of funds sufficient to meet its obligations hereunder during any DISTRICT fiscal year of this Agreement.

Immediately upon any termination of this Agreement, CONSULTING ENGINEER shall: (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to DISTRICT any and all unearned payments and all properties and materials in the possession of CONSULTING ENGINEER that are owned by DISTRICT. Subject to the terms of this Agreement, CONSULTING ENGINEER shall be paid compensation for

services satisfactorily performed prior to the effective date of termination. CONSULTING ENGINEER shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

Upon any termination of the Agreement, DISTRICT may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that DISTRICT improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

CONSULTING ENGINEER shall provide DISTRICT with adequate written assurances of future performance, upon General Manager's request, in the event CONSULTING ENGINEER fails to comply with any terms or conditions of this Agreement.

CONSULTING ENGINEER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTING ENGINEER and without its fault or negligence such as acts of God or the public enemy, acts of DISTRICT in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTING ENGINEER shall notify DISTRICT in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth in full the particulars in connection herewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to DISTRICT of the cessation of such occurrence.

5. Records, Confidential Information, Ownership of Documents and Copyright License.

Records of CONSULTING ENGINEER'S expenses pertaining to Scope of Work shall be kept on a generally recognizable accounting basis and shall be available to DISTRICT or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTING ENGINEER pertaining to the services rendered shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time.

Any reports, information, or other data prepared or assembled by CONSULTING ENGINEER pursuant to this Agreement shall not be made available to any individual or organization by CONSULTING ENGINEER without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTING ENGINEER shall not, without the prior written consent of DISTRICT, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of DISTRICT, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary to DISTRICT.

Any and all writings and documents prepared or provided by CONSULTING ENGINEER pursuant to this Agreement are the property of DISTRICT at the time of preparation and shall be turned over to DISTRICT upon expiration or termination of the Agreement. CONSULTING ENGINEER shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill.

CONSULTING ENGINEER shall provide evidence to DISTRICT that it is licensed to perform the services under this Agreement or that no license is required. If CONSULTING ENGINEER should subcontract any portion of this work, CONSULTING ENGINEER shall require that each contractor be licensed to perform the services called for in this Agreement or shall confirm that no license is required before beginning work.

It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTING ENGINEER represents to DISTRICT that CONSULTING ENGINEER is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, DISTRICT relies upon the skill of CONSULTING ENGINEER to do and perform such services in a skillful manner and CONSULTING ENGINEER agrees to thus perform the services. Therefore, any acceptance of such services by DISTRICT shall not operate as a release of CONSULTING ENGINEER from said professional standards.

7. Responsibility of District. The DISTRICT shall:

Provide full information as to requirement for work performed under this Agreement.

Assist CONSULTING ENGINEER by placing at its disposal available information pertinent to the work performed including previous reports and other data, all of which CONSULTING ENGINEER may rely upon in performing the services agreed upon.

Obtain permission for access to and make all provisions for CONSULTING ENGINEER to enter upon, public and private property as required for CONSULTING ENGINEER to perform services under this Agreement.

8. Indemnification.

To the furthest extent allowed by law, CONSULTING ENGINEER shall indemnify, hold harmless, and defend DISTRICT and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CONSULTING ENGINEER, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If CONSULTING ENGINEER should subcontract all or any portion of the services to be performed under this Agreement, CONSULTING ENGINEER shall require each subcontractor to indemnify, hold harmless, and defend DISTRICT and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

9. Insurance.

Throughout the life of this Agreement, CONSULTING ENGINEER shall pay for and maintain in full force and effect all insurance as required in Exhibit C or as may be authorized, and any additional insurance as may be required, in writing by General Manager or his/her designee at any time and in his/her sole discretion.

If at any time during the life of the Agreement or any extension, CONSULTING ENGINEER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTING ENGINEER shall be withheld until notice is received by DISTRICT that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to DISTRICT. Any failure to maintain the required insurance shall be sufficient cause for DISTRICT to terminate this Agreement. No action taken by DISTRICT pursuant to this section shall in any way relieve CONSULTING ENGINEER of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by DISTRICT that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by CONSULTING ENGINEER shall not be deemed to release or diminish the liability of CONSULTING ENGINEER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify DISTRICT shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTING ENGINEER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTING ENGINEER, its principals, officers, agents, employees, persons under the supervision of CONSULTING ENGINEER, vendors, suppliers, invitees, CONSULTING ENGINEERs, sub-CONSULTING ENGINEERs, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of DISTRICT, CONSULTING ENGINEER shall immediately furnish DISTRICT with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If CONSULTING ENGINEER should subcontract all or any portion of the services to be performed under this Agreement, CONSULTING ENGINEER shall require each subcontractor to provide insurance protection in favor of DISTRICT and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required

certificates and applicable endorsements shall be on file with CONSULTING ENGINEER and DISTRICT prior to the commencement of any services by the subcontractor.

10. Conflict of Interest and Non-Solicitation.

CONSULTING ENGINEER shall comply, and require its subcontractors to comply, with all applicable: (i) professional canons and requirements governing avoidance of impermissible DISTRICT conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 *et. seq.*, the California Political Reform Act (California Government Code Section 87100 *et. seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et. seq.*). At any time, upon written request of DISTRICT, CONSULTING ENGINEER shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTING ENGINEER and the respective subcontractor(s) are in full compliance with all laws and regulations.

CONSULTING ENGINEER shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTING ENGINEER shall immediately notify DISTRICT of these facts in writing.

In performing the work or services to be provided hereunder, CONSULTING ENGINEER shall not employ or retain the services of any person while such person either is employed by DISTRICT or is a member of the DISTRICT Board of Directors or a DISTRICT Committee, or similar DISTRICT body.

CONSULTING ENGINEER represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefit hereunder.

Neither CONSULTING ENGINEER, nor any of CONSULTING ENGINEER'S subcontractors performing any services on this Project shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. CONSULTING ENGINEER and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the General Manager, in advance and in writing. Notwithstanding any approval given by the General Manager under this provision, CONSULTING ENGINEER shall remain responsible for complying with Section 10(a) above.

If CONSULTING ENGINEER should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTING ENGINEER shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

This Section 10 shall survive expiration or termination of this Agreement.

11. Compliance with Laws. In providing services under this Agreement, CONSULTING ENGINEER shall at all times comply with all DISTRICT, state, and federal laws and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies now in force or as enacted, issued, or amended during the term of this AGREEMENT.

12. Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTING ENGINEER shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, veteran of the Vietnam era or other protected class under state or federal law. Subject to the foregoing and during the performance of this Agreement, CONSULTING ENGINEER agrees as follows:

CONSULTING ENGINEER will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

CONSULTING ENGINEER will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, veteran of the Vietnam era, or other protected class under state or federal law. CONSULTING ENGINEER will ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, veteran of the Vietnam era, or protected class under state or federal law. Such requirement shall apply to CONSULTING ENGINEER'S employment practices including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTING ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

13. Independent Contractor.

In the furnishing of the services provided for herein, CONSULTING ENGINEER is acting solely as an independent contractor. Neither CONSULTING ENGINEER, nor any of its officer, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of DISTRICT for any purpose. DISTRICT shall have no right to control or supervise or direct the manner or method by which CONSULTING ENGINEER shall perform its work and functions. However, DISTRICT shall retain the right to administer this Agreement so as to verify that CONSULTING ENGINEER is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between CONSULTING ENGINEER and DISTRICT. CONSULTING ENGINEER shall have no authority to bind DISTRICT absent DISTRICT'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTING ENGINEER shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, CONSULTING ENGINEER and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to DISTRICT employees. CONSULTING ENGINEER shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTING ENGINEER shall be solely responsible, indemnify, defend, and save DISTRICT harmless from all matters relating to employment and tax withholding for and payment of CONSULTING ENGINEER'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in DISTRICT employment benefits, entitlements, programs and/or funds offered employees of DISTRICT whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTING ENGINEER may be providing services to others unrelated to DISTRICT or to this Agreement.

14. Notices.

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by email or facsimile followed by email confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

All notices expressly required of DISTRICT under this Agreement shall be effective only if signed by the General Manager or his/her designee.

15. Assignment.

This agreement is personal to CONSULTING ENGINEER and there shall be no assignment by CONSULTING ENGINEER of its rights or obligations under this Agreement without the prior written approval of the DISTRICT Board of Directors. Any attempted assignment by CONSULTING ENGINEER, its successors or assigns, shall be null and void unless approved in writing by the DISTRICT.

CONSULTING ENGINEER hereby agrees not to assign the payment of any monies due CONSULTING ENGINEER from DISTRICT under the terms of this Agreement to any other

individual(s), corporation(s), or District(s). DISTRICT retains the right to pay any and all monies due CONSULTING ENGINEER directly to CONSULTING ENGINEER.

16. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

18. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

19. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

20. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

21. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

22. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

23. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

26. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both DISTRICT and CONSULTING ENGINEER.

IN WITNESS WHEREOF, the parties have executed this Consulting Services Agreement as follows:

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT**

NAME

By: _____
Veronica Cazares
General Manager

By: _____

Title

Date: _____

Date: _____

Any Applicable Professional License:
Number: _____

Name: _____

Date of Issue: _____

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation
- Exhibit C – Insurance Requirements

EXHIBIT A—SCOPE OF SERVICES

(Attached)

SCOPE

1 TASK 1

Project Management and Project Coordination Meetings

Task 1.1 | Project Management

The MKN project manager will prepare monthly progress billings and reports summarizing the key activities performed, upcoming work, schedule updates, budget updates, and cost or schedule impacts. MKN will also develop and maintain an action-items/decisions made log throughout the duration of the project. The log will document action-items and decisions made throughout the project and track key information such as responsible party, due date, and task completion date.

MKN will prepare and maintain a project schedule using MS Project. Tasks and subtasks will be identified, specifying the order of execution, duration, and key relationships with other tasks. The monthly updates will include a revised schedule which reflects progress and constraint changes. A preliminary schedule is included in this proposal. During the 50% design phase, MKN will further develop the project schedule to incorporate bidding, construction, and construction closeout.

Task 1.2 | Meetings

The MKN project manager will coordinate, manage, schedule, and facilitate meetings throughout the project. MKN will arrange attendees including our subconsultants, prepare and distribute meeting agendas, record, and distribute meeting notes. In addition to day-to-day communication with the District, the anticipated project meetings include:

- Kickoff meeting to confirm project objectives, scope of work, approach, schedule, and coordination procedures.
- 50%, 90%, and final Bid Ready design review meetings
- Prebid meeting
- Preconstruction meeting

The project will begin with an in person or virtual Kickoff Meeting to review the scope of work and document project objectives. In this meeting MKN will work with District staff to determine the District's preferences for incorporation with the design. These preferences include items such as material, emergency volume, bypass pumping connections, vehicle parking, private property access, and other customer inputs. In this meeting we will set detailed schedule dates and request additional information.

Task 1.3 | Quality Management

MKN will track the District's inputs throughout the project and check each deliverable to ensure we address each input. Additionally, a Principal level reviewer will review each project deliverable to provide MKN work products meeting the requirements of the executed scope of services and stipulated requirements of the District.

Task Group 1 Deliverables

- Meeting agendas and minutes
- Project schedules (hard copy and .mpp file) at each design phase
- Monthly progress and budget reports
- Action-Items/decisions log

2

TASK 2

Project Design Development

Task 2.1 | Data Review, Utility Search, and Design Criteria

MKN will review the available sewer master plans, as-built drawings, force main alignments, and existing utilities. MKN will conduct a field visit to evaluate the existing sewer mains alignments. Our investigations will include:

- Site Survey – a full site survey will be conducted of the sewer pipeline alignments undergoing full-replacement.

Task 2.2 | Design Criteria

MKN will work with the District to finalize the rehabilitation/replacement criteria selection for the sewer main stretches that are identified in this proposal. This proposal assumes the following in the City of Kingsburg:

- CIPP rehabilitation of approximately 805 LF of 6" VCP sewer pipe in the alley in between 21st Ave./22nd Ave and Sierra St./Plumas St.
- Full replacement of approximately 37 LF of 6" sewer pipe in the alley between Sierra St./ Marion St.
- CIPP rehabilitation of approximately 283 LF of 12" VCP sewer pipe along S. Mendocino Ave. in between Lewis St. and Plumas St.

And the following in the City of Fowler:

- Full replacement of approximately 479 LF of 8" sewer pipe in the alley between 6th St./7th St. and Modesto St./Mariposa St.
- Rehabilitation or full replacement of approximately 480 LF of 8" sewer pipe in the alley between 6th St./7th St. and Mariposa St./ Tuolumne St.

Task 2.3 | 50% PS&E

After reviewing available data and approval of the design criteria, MKN will complete 50% plans, an outline of the technical specifications, and an engineering estimate of probable construction costs.

MKN will provide an updated schedule for design, bidding, and construction of the project. A 50% design review meeting will then be held to review drawings, specification outline, opinion of probable construction cost, and updated project schedule.

Task 2.4 | 90% PS&E

After District review and approval of the 50% design, MKN will complete 90% plans, technical specifications, and update the construction cost estimate. MKN will provide an updated schedule for design, bidding, and construction of the project. A 90% design review meeting will then be held to review the design drawings, project manual, and construction cost estimate.

Task 2.5 | Final Bid Documents

After District review and approval of the 90% design, MKN will complete the Bid plans, technical specifications, and update the construction cost estimate. MKN will provide an updated schedule for design, bidding, and construction of the project.

We anticipate the following sheets will be required:

- General (3 sheets)
- Title Sheet

- Location Maps
- Legend, Abbreviations, Survey Control and Notes
- Civil (8-9 sheets)
- Sewer Mains Plan and Profile
- Civil Details

Task Group 2 Deliverables

- *Monthly schedule updates, and monthly detailed billing by personnel and task*
- *Meeting agenda and minutes*
- *50%, 90%, and Final design plans, specifications, and construction cost estimates (pdf and one full size hard copy)*
- *Action-Items/decisions-made log*

3

TASK 3

Bidding Support

Prior to advertisement of the project for bidding, MKN will support the District with general contractor outreach efforts. During bidding, MKN will respond to questions from prospective bidders and will prepare up to two (2) addenda. Addenda will clearly identify additions, deletions, or modifications by specification section or drawing number to facilitate bidder understanding. MKN will attend the Prebid meeting, job walk, the bid opening, review the bids for general conformance with the contract documents, and assist the District in evaluation of the bid proposals to identify the apparent low bidder.

Task Group 3 Deliverables

- *Addenda issued during the bidding phase*
- *Prebid meeting agenda and minutes*
- *Conformed Contract Drawings and Specifications*

4

TASK 4

Construction Support Services

Task 4.1 | Meetings

The MKN design engineer will attend the preconstruction meeting and provide an overview of the project components. The design engineer will also make visits to the construction site to determine, in general, if the work is proceeding in accordance with the construction contract documents. MKN will provide field observation notes to the District accordingly and answer any design related questions. MKN will attend field meetings as necessary to resolve construction matters (up to 10 site visits).

Task 4.2 | Shop Drawings and Submittals

MKN will review shop drawings, submittals, and material test reports from the contractor in accordance with the construction contract documents (Up to 15 shop drawings/submittals). MKN will log the shop drawings/submittals and track them for compliance with District stipulated review periods. MKN will coordinate with Contractor to prioritize review of critical path items.

Task 4.3 | Requests for Information and Change Orders

MKN will review and respond to Requests for Information (RFI) from the contractor (up to 5 RFIs) and change order requests.

Task 4.4 | Review Progress Payment

MKN will review and make recommendations to either process or request modifications to each progress payment request submitted by the Contractor.

Task 4.5 | Record Drawings

MKN will prepare record drawings based on the Contractor's redlined as-builts. MKN will incorporate the design changes issued via addenda or change orders into the record drawings.

Task Group 4 Deliverables

- *Design Engineer progress reports following each site visit*
- *Shop Drawings and Submittals responses*
- *Request For Information (RFI) and change order responses*
- *Review pay requests*
- *Post rehabilitation record drawings and topographic survey drawings in AutoCAD .dwg and electronic .pdf format*

Project Assumptions

- *The District will supply the front-end contract documents for MKN to complete.*
- *The District will pay for all permits.*
- *MKN shall be entitled to rely on the accuracy of data and information provided by or through the District and will use professional judgment in reviewing and evaluating such information. MKN will notify the District if MKN identifies any error or inaccuracy in data or information provided by or through the District or determines that additional data or information is needed to perform the services.*
- *District is responsible for advertising the project for bidding.*
- *Construction staking will be the responsibility of the Contractor.*
- *The construction contractor is solely responsible for maintaining on site safety during all phases of the work items.*

EXHIBIT B—COMPENSATION SCHEDULE

(Attached)

SECTION 7

COST PROPOSAL

	Project Director	Principal Engineer	Project Manager	Senior Project Engineer II	Project Engineer II	Project Engineer I/Senior Scientist	Assistant Engineer II	Assistant Engineer I	Senior Designer	CAD Design Technician II	CAD Technician I	Engineering Technician	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Survey (Y&H)	Non-Labor Costs	Total Fee
Hourly Rates	275	245	220	220	195	180	155	135	170	150	130	100						
Task Group 1: Project Management and Project Coordination Meetings																		
Task 1.1 Project Management	6					12							18	\$3,810	\$ 114	\$ -	\$114	\$ 3,924
Task 1.2 Meetings	8				8								16	\$3,760	\$ 113	\$ -	\$113	\$ 3,873
Task 1.3 Quality Management		16											16	\$3,920	\$ 118	\$ -	\$118	\$ 4,038
Subtotal	14	16	0	0	8	12	0	0	0	0	0	0	50	\$ 11,490	\$ 345	\$ -	\$ 345	\$ 11,835
Task Group 2: Project Design Development																		
Task 2.1 Data Review and Utility Search						8	20						28	\$4,540	\$ 136	\$ 13,090	\$13,226	\$ 17,766
Task 2.2 Design Criteria				8		12						12	32	\$5,120	\$ 154	\$ -	\$154	\$ 5,274
Task 2.3 50% PS&E	16			20	72			32		32	84	16	272	\$43,400	\$ 1,302	\$ -	\$1,302	\$ 44,702
Task 2.4 90% PS&E	12			16	40			20		20	32	8	148	\$24,680	\$ 740	\$ -	\$740	\$ 25,420
Task 2.5 Final Bid Documents	8			16	16			8			20		68	\$12,280	\$ 368	\$ -	\$368	\$ 12,648
Subtotal	36	0	0	60	0	148	20	60	0	52	136	36	548	\$ 90,020	\$ 2,701	\$ 13,090	\$ 15,791	\$ 105,811
Task Group 3: Bidding Support																		
Task 3: Bidding Support				12		12	8						32	\$6,040	\$ 181	\$ -	\$181	\$ 6,221
Subtotal	0	0	0	12	0	12	8	0	0	0	0	0	32	\$ 6,040	\$ 181	\$ -	\$ 181	\$ 6,221
Task Group 4: Engineering Services During Construction																		
Task 4.1 Meetings	4					20							24	\$4,700	\$ 141	\$ -	\$141	\$ 4,841
Task 4.2 Shop Drawings and Submittals		8				20							28	\$5,560	\$ 167	\$ -	\$167	\$ 5,727
Task 4.3 Requests for Information and Change Orders	6					12							18	\$3,810	\$ 114	\$ -	\$114	\$ 3,924
Task 4.4 Review Progress Payment	3					6							9	\$1,905	\$ 57	\$ -	\$57	\$ 1,962
Task 4.5 Record Drawings			4			2	4		12				22	\$3,900	\$ 117	\$ -	\$117	\$ 4,017
Subtotal	13	8	4	0	0	60	4	0	12	0	0	0	101	\$ 19,875	\$ 596	\$ -	\$ 596	\$ 20,471
TOTAL BUDGET	63	24	4	72	8	232	32	60	12	52	136	36	731	\$127,425	\$ 3,823	\$ 13,090	\$ 16,913	\$ 144,338



2024 FEE SCHEDULE

CATEGORY	POSITION	HOURLY RATE
Communications and Administrative	Administrative Assistant	\$110
	Strategic Communications Coordinator	\$115
	Strategic Communications Specialist	\$140
Designers and Technicians	CAD Technician I	\$130
	CAD Design Technician II	\$150
	Senior Designer	\$170
Planning	GIS Specialist	\$165
	Planner I	\$185
	Planner II	\$195
	Senior Planner	\$205
Engineers	Engineering Technician	\$100
	Assistant Engineer I	\$135
	Assistant Engineer II	\$155
	Project Engineer I	\$180
	Project Engineer II	\$195
	Senior Engineer I	\$210
	Senior Engineer II	\$220
	Senior Engineer III	\$235
Project Management	Principal Engineer	\$245
	Project Manager	\$220
	Senior Project Manager	\$254
	Project Director	\$275
Construction Management Services	Senior Project Director	\$295
	Scheduler	\$170
	Construction Inspector	\$190
	Assistant Resident Engineer	\$190
	Resident Engineer	\$202
	Construction Manager	\$220
	Principal Construction Manager	\$259

The foregoing Billing Rate Schedule is effective through December 31, 2024 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate

EXHIBIT C—INSURANCE REQUIREMENTS

(Attached)

:

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

MEMORANDUM

(March 14, 2024, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: March 6, 2024

Agenda Item: 6-C
Action: Motion

SUBJECT:

Consider Re-scheduling Regular Meeting of April 11, 2024.

RECOMMENDATION:

That the Board re-schedule the regular meeting of April 11, 2024 to April 4, 2024 at 3:30 PM or provide other dates so that the General Manager may attend the awards ceremony honoring the District for the CWEA Collection System of the year.

EXECUTIVE SUMMARY:

The District is pleased to inform you that we were selected as the Collection System of the Year (Small) 2023-2024 for the State of California by the California Water Environment Association (CWEA). I also want to thank the SKF Board members in their support of the District and acknowledge the work efforts of all staff at SKF that had a part in this recognition.

The Collection System of the Year Award is given in recognition of outstanding Maintenance Programs, Regulatory Compliance, Safety and Training procedures. CWEA empowers wastewater professionals as they protect California's most critical resource: water. Our community of 10,000+ professionals represent all facets of wastewater management and resource recovery, from operators to lab techs to engineers.