

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

SPECIAL MEETING OF BOARD OF DIRECTORS

APRIL 19, 2023

3:00 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.

Hilda Cantú Montoy, General Counsel

Craig Perry, Chief Plant Operator

David Bacon, Information Systems Analyst

2. APPROVAL OF AGENDA

Additions, deletions, substitutions, and adoption of agenda

3. 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.

4. 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 March 9, 2023 Regular Board Meeting (p.1)
- B. Draft Minutes of the PAC Meeting March 22, 2023 (p.5)
- C. Approved Minutes of the PAC meeting July 21, 2022 (p.9)
- D. Warrant List Reports of March 1, 2023, March 15, 2023, and March 29, 2023 (p.12)
- E. Cash Activity Report of March 31, 2023 (p.15)

- F. Subject: Valley Regional Occupational Program (VROP)– District’s Job Shadowing Training Program *(p.17)*

Recommendation: That the Board approve the District’s continued partnership with the VROP and the School Districts within our Member cities and authorize General Manager to execute a Memorandum of Understanding (MOU) with Selma Unified School District.

5. NEW BUSINESS

- A. Subject: First Presentation of The Draft Capital Improvement Program for FY 2023-24 *(p.22)*

Recommendation: That the Board will Review the First Presentation of The Draft Capital Improvement Program for FY 2023-24 and Provide Direction to Staff.

- B. Subject: First Presentation of the Draft FY 2023-24 Budget *(p.23)*

Recommendation: That the Board review the Draft Budget for FY2022-23 and Provide Direction to Staff.

- C. Subject: Agreement for Sewer Service Outside District Boundaries for APN390-020-15 located at 1705 Thompson, Selma, CA. *(p.25)*

Recommendation: That the Board approve Agreement for Sewer Service Outside District Boundaries with Michele C. Garza for APN 390-020-15 located at 1705 Thompson, Selma, CA subject to LAFCO’s written approval and authorize the General Manager to execute the Agreement.

6. BOARD MEMBER COMMUNICATION/AGENDA ITEMS

7. GENERAL MANAGER REPORTS

- A. SKF held a PAC meeting on March 22, 2023
- B. Selma/SKF VROP Summer 2023 Internships
- C. Chairman’s BBQ

8. CLOSED SESSION

- A. Conference with Legal Counsel – Anticipated Litigation Potential Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)
One Case

9. ADJOURNMENT

Motion to Adjourn

Next Regular Meeting: Thursday, May 11, 2023, at 4:00 p.m.

Next Ordinance: 2023-01

Next Resolution: 2023-10

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 REGULAR BOARD MEETING OF BOARD
MEETING
MARCH 9, 2023**

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

STAFF and CONSULTANTS

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

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the Regular Board meeting of March 9, 2023, was made by Director Magsig and seconded by Director Robertson and approved by the following vote:

AYE: Directors 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.

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

AYE: Directors Magsig, Mejia, Palomar, Vice Chair Robertson, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

NEW BUSINESS

A. Subject:
General Manager At-Will Employment Agreement (p.16)

Recommendation:
That the Board of Directors consider and determine whether to approve General Manager At-Will Employment Agreement With Veronica Cazares.

The Board reviewed various applications for General Manager submitted through the recruitment process and interviewed five candidates. After this process, the Board negotiated with Veronica Cazares for the permanent position. The proposed at-will employment agreement for the General Manager position is with Veronica Cazares. Per Brown Act requirements, Chairman Mendes read the employment agreement aloud.

There being no comment from the public, a motion to approve the General Manager At-Will Employment Agreement with Veronica Cazares was made by Director Magsig and seconded by Director Robertson, and approved by a unanimous vote:

AYE: Directors Magsig, Mejia, Palomar, Vice Chair Robertson, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

B. Subject:
Job Description for General Manager position (p.23)

Recommendation:
That the Board of Directors consider and determine whether to approve job description for General Manager Position.

During the recruitment process for the new General Manager position, it was learned that the District does not have a job description for that position. The task of creating a job description was made part of the recruitment firm's responsibilities. The recruitment firm had significant input from former directors Roman and Guerra who were on the Ad Hoc Committee.

There being no comment from the public, a motion to accept the General Manager Job Description was made by Director Magsig, and seconded by Director Palomar, and approved by a unanimous vote:

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

NO:
ABSENT:
ABSTAIN:

C. Subject:
Declaring certain assets as surplus and ordering their disposition (p.28)

Recommendation:
That the Board of Directors adopt Resolution No. 2023-09, A Resolution of the Selma-Kingsburg-Fowler County Sanitation District declaring certain Gross Polluting Equipment and Vehicles as surplus and ordering their disposition.

All the assets proposed for disposition under this request consist of Gross Polluting Equipment and Vehicles. A list of certain District assets was provided in Exhibit A to proposed Resolution 2023-09.

There being no comment from the public, a motion to approve Resolution 2023-09 was made by Director Magsig and seconded by Director Mejia, and approved by a unanimous vote:

AYE: Directors Magsig, Mejia, Palomar, Vice Chair Robertson, Chairman Mendes
NO:
ABSENT:
ABSTAIN:

BOARD MEMBER COMMUNICATION/AGENDA ITEMS

None

GENERAL MANAGER REPORTS

- A. Form 700's are due by April 3, 2023.
- B. Chairperson's BBQ is set for March 29, 2023 @11:30am
- C. Annual SKF Mixer is set for March 15, 2023 @5:00pm
- D. PAC meeting is set for March 22, 2023 @10:00am

ADJOURNMENT

There being no further business to come before the Board, Chairman Mendes declared the meeting adjourned on a motion made by Director Magsig, and seconded by Director Mejia, and approved by a unanimous voice vote at 4:20 p.m.

Respectfully submitted,

Approved,

Veronica Cazares, General Manager

Buddy Mendes, Chairman of
of the Board

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

MINUTES OF THE POLICY ADVISORY COMMITTEE MEETING

**March 22, 2023
10:00 a.m.**

CALL TO ORDER AND ROLL CALL

The Policy Advisory Committee (PAC) meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 10:02 a.m. by Chairman Fernando Santillan.

MEMBERS

Fernando Santillan, Selma City Manager (P)
Alex Henderson, Kingsburg City Manager (P)
Wilma Tucker, Fowler City Manager (P)
Paul Nerland, Fresno County Administrative
Officer (A)
Veronica Cazares, General Manager/
Secretary (P)

STAFF AND CONSULTANTS

Alicia Kirk, Executive Assistant to the GM
Craig Perry, Operations Supervisor
Tricia Miller, Admin Services/HR Manager

ORGANIZATION

A. Nominations and Election of Chairperson

There being no comments from the public or further nominations for chair, a motion to appoint Fernando Santillan as Chairman was made by Member Tucker, seconded by Member Cazares, and approved by the following vote:

AYE: Members Henderson, Cazares, Vice Chair Tucker, Chairman Santillan
NO:
ABSENT: Member Nerland
ABSTAIN:

B. Nominations and Election of Vice Chairperson

There being no comments from the public or further nominations for vice chair, a motion to appoint Wilma Tucker as Vice Chairperson was made by Member Henderson, seconded by Member Santillan, and approved by the following vote:

AYE: Members Henderson, Cazares, Vice Chair Tucker, Chairman Santillan
NO:
ABSENT: Member Nerland
ABSTAIN:

There being no comment from the public, or further nominations a motion to appoint Veronica Cazares as Secretary was made by Member Santillan, and seconded by Member Henderson and approved by the following vote:

AYE: Members Henderson, Cazares, Vice Chair Tucker, Chairman Santillan
NO:
ABSENT: Member Nerland
ABSTAIN:

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the PAC meeting of March 22, 2023, was made by Member Tucker, and seconded by Member Henderson, and approved by the following vote:

AYE: Members Henderson, Cazares, Vice Chair Tucker, Chairman Santillan
NO:
ABSENT: Member Nerland
ABSTAIN:

PUBLIC FORUM

None

CONSENT CALENDAR

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

There being no comment from the public a motion to approve the minutes of the July 21, 2022, Policy Advisory Committee meeting was made by Member Henderson, and seconded by Member and approved by a unanimous vote:

AYE: Members Henderson, Cazares, Vice Chair Tucker, Chairman Santillan
NO:
ABSENT: Member Nerland
ABSTAIN:

UNFINISHED BUSINESS

None

NEW BUSINESS

A. Subject: FY 2023-24 Draft Capital Improvement Program (p.4)

Recommendation: The Committee will review the FY 2023-24 Draft Capital Improvement Program and consider recommending acceptance to the S-K-F CSD Board of Directors as presented or with amendments.

The CIP is a plan that identifies capital improvement needs and allocates available dollars over a ten-year period. Development of the ten-year CIP includes opportunities for input from the CIP Committee, District department heads, cities, and the Board of Directors to help ensure that the projects meet the District's needs. It was suggested to put prospective Equivalent Single-Family Residence (ESFR's) in the Projected Cash Analysis.

There being no comment from the public a motion to accept recommending the FY 2023-24 Draft Capital Improvement Program to the S-K-F CSD Board of Directors pending comments was made by Member Tucker and seconded by Member Henderson and approved by a unanimous vote:

AYE: Members Henderson, Cazares, Vice Chair Tucker, Chairman Santillan
NO:
ABSENT: Member Nerland
ABSTAIN:

B. Subject: FY 2023-24 Draft Budget. (p.5)

Recommendation: The Committee will review the draft FY 2023-24 Budget and consider recommending acceptance to the S-K-F CSD Board of Directors as presented or with amendments.

General Manager Cazares and Administrative Services/HR Manager Miller presented the draft Fiscal Year 2023-24 Budget to PAC. The Fiscal Year 2023-24 Budget will be taken up at the April 19, 2023, special Board meeting for further review, public comment, and adoption. The budget includes the rate increases approved by the Board on July 11, 2019, pursuant to the rate study conducted and the approved Proposition 218 process. For FY 2023-24, the rates will increase from \$515.95 to \$533.50 per year for Selma, from \$481.95 to \$499.50 per year for Kingsburg and from \$497.95 to \$515.50 per year for Fowler for each equivalent single-family residence (ESFR), which was approved by the Board on July 11, 2019. This will be the 5th year and final rate increase under that study.

The sewer rate increases are necessary due to increased costs of repair, refurbishment & replacement of facilities & equipment; services & supplies; salaries & benefits; labor costs; and a reduction in usage of the plant by industrial dischargers. Industrial Projected Revenues are based on previous year sent, as well as the estimates from the Industries themselves. General Manager Cazares added that industrial revenues have been trending down.

There being no comment from the public, a motion to recommend acceptance of the FY 2023-24 Draft Budget to the S-K-F CSD Board of Directors pending comments was made by Member Henderson and seconded by Member Tucker and approved by a unanimous vote:

AYE: Members Henderson, Cazares, Vice Chair Tucker, Chairman Santillan

NO:

ABSENT: Member Nerland

ABSTAIN:

C. Subject: Future Policy Advisory Committee Meetings (PAC)

Recommendation:

The Committee Will Consider Setting Future Dates for Quarterly Meetings.

Future dates calendared for July 26, 2023, and October 25, 2023

COMMITTEE MEMBER COMMUNICATION/AGENDA ITEMS

It was suggested to explore grant possibilities for future Infrastructure.

GENERAL MANAGER REPORTS

There will be a request for a late-April 2023 Meeting with S-K-F and PAC for the Collection System Master Plan.

It was asked if the recruitment process had begun for the open position of District Engineer, and it was answered that Tricia will be putting that out at the end of the week and it will remain open for approximately three weeks.

ADJOURNMENT

There being no further business to come before the Committee, Chairman Santillan declared the meeting adjourned at 10:38 a.m.

Respectfully submitted,

Approved,

Veronica Cazares, General Manager/
Secretary of the Committee

Fernando Santillan/Chairman
of the Committee

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

MINUTES OF THE POLICY ADVISORY COMMITTEE MEETING

**July 21, 2022
10:30 a.m.**

CALL TO ORDER AND ROLL CALL

The Policy Advisory Committee (PAC) meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 10:33 a.m. by Chairman Fernando Santillan.

MEMBERS

Fernando Santillan, Selma City Manager (P)
Alex Henderson, Kingsburg City Manager (P)
Wilma Tucker, Fowler City Manager (P)
Paul Nerland, Fresno County Administrative
Officer (A)
Veronica Cazares, Interim General Manager/
Secretary (P)

STAFF AND CONSULTANTS

Alicia Kirk, Executive Assistant to the GM
Craig Perry, Operations Supervisor
Tricia Miller, Admin Services/HR Manager

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the PAC meeting of July 21, 2022, was made by Member Tucker, and seconded by Member Henderson, and approved by the following roll call vote:

AYE: Members Henderson, Tucker, Cazares, Chairman Santillan

NO:

ABSENT: Member Nerland

ABSTAIN:

PUBLIC FORUM

None

CONSENT CALENDAR

The consent calendar consisted of the minutes of the March 23, 2022, Policy Advisory Committee meeting. These minutes were missing Member Tucker's (Formerly Quan) name from the "Member" section under Call to Order and Roll Call. Let the record show that she was present at the March 23, 2022, meeting.

There being no comment from the public a motion to approve the minutes with modification noted of Member Tucker's name under Call to Order and Roll Call, was made by Member Henderson, and seconded by Member Tucker and approved by the following roll call vote:

AYE: Members Henderson, Tucker, Cazares, Chairman Santillan

NO:

ABSENT: Member Nerland

ABSTAIN:

UNFINISHED BUSINESS

None

NEW BUSINESS

Interim General Manager Cazares gave a verbal report to the PAC members regarding the Agreement of Costs of Sewer Improvements between SKF and the City of Fowler. Handouts consisting of: Settlement Agreement and Release, Agreement for Reimbursement of Costs of Sewer Improvements, and a spreadsheet with SKF Zone of Benefit Balance Tracking. It was reported the term of the agreement has expired, and at this time, this has become a Closed Session item on both SKF and Fowler Council agendas. General Counsel Montoy reported out of closed session that litigation would not be pursued. Interim GM Cazares gave Members Santillan and Henderson background information on this item. It was asked how SKF is planning to recoup the sixty thousand, and at this time it will be a matter for attorneys that represent SKF and the City of Fowler. Member Tucker read aloud the letter that the City of Fowler sent to SKF. At this time, Director Parra sits on the SKF Board as well as the Fowler City Council, and Mayor Pro-Tem Mark Rodriguez has filled in for Director Parra at a few SKF Board meetings. Director Parra recused himself from the July 8, 2022, Special SKF Board Meeting Closed Session as it pertained to this item, and he has a conflict of interest.

COMMITTEE MEMBER COMMUNICATIONS/AGENDA ITEMS

None

INTERIM GENERAL MANAGER REPORTS

Interim Cazares gave the PAC a report on the 2022 Valley ROP students that participated at SKF this year. The students came from Selma High school. This was the fourth year that the District and VROP have partnered. The students were able to be hands on and work in every department that the District has to offer. They gave the Board a Power Point presentation of their time here at the July 14, 2022, Board meeting.

On June 22, 2022, the District had a power outage due to heavy windstorms. District trees were blown over hit a transformer causing a fire and the outage. At this time, the District has filed a loss claim with the insurance company to alleviate the costs incurred during this event.

At this time SKF Ad Hoc Committee members Michelle Roman and Sarah Guerra are working with CPS Consulting on a brochure that will help seek qualified candidates to fill the position of General Manager.

At this time the Collection System Master Plan, Budget, CIP, and MOU have been approved.

ADJOURNMENT

There being no further business to come before the Committee, Chairman Santillan declared the meeting adjourned at 10:57 a.m.

Respectfully submitted,

Approved,


Veronica Cazares, Interim General Manager/
Secretary of the Committee


Fernando Santillan/Chairman
of the Committee

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

**March 01, 2023
WARRANT LIST**

ALLIANT INSURANCE SERVICES	GENERAL INSURANCE	1,431.00
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	44.38
ANDERSON & BALLOU INC.	EQUIPMENT REPAIRS & MAINTENANCE	11,500.00
AQUA SIERRA CONTROLS INC.	DOCKERY SCADA REPLACEMENT	8,973.64
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,271.14
ARMANDO BLANCAS	RETIREE HEALTH REIMBURSEMENT	148.68
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	148.68
AT&T MOBILITY	COMMUNICATIONS	99.24
AT&T/CALNET 3	COMMUNICATIONS	124.00
BSK ASSOCIATES	EXTERNAL LAB SERVICES	808.00
CALIFORNIA INDUSTRIAL RUBBER	EQUIPMENT REPAIRS & MAINTENANCE	52.53
CALIFORNIA WATER SERVICE	WATER UTILITIES	55.08
CALPERS HEALTH	HEALTH INSURANCE	39,547.42
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	148.68
DOPUDJA & WELLS CONSULTING INC.	COLLECTION SYSTEM MASTER PLAN	18,451.35
GARY HELM	RETIREE HEALTH REIMBURSEMENT	148.68
GISELA ROSALES	EQUIPMENT REPAIRS & MAINTENANCE	60.00
HOME DEPOT CREDIT SERVICES	OFFICE SUPPLIES, BLDG & GROUNDS MAINT. SMALL TOOLS	427.00
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	148.68
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	148.68
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	148.68
JIMMY GARCIA	RETIREE HEALTH REIMBURSEMENT	416.87
JOSEPH BARELA	CERTFICATION REIMBURSEMENT	95.00
KINGSBURG, CITY OF	OUTREACH PHARMA KIOSK	173.75
LIEBERT CASSIDY WHITMORE	PROF.SERVICES - MGT & HUM REL	1,282.50
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	148.68
METTLER-TOLEDO INC	LABORATORY SUPPLIES	701.71
MICHAEL FONG	RETIREE HEALTH REIMBURSEMENT	269.02
MID VALLEY DISPOSAL	WASTE UTILITIES	1,203.67
MONTOY LAW CORPORATION	PROF.SERVICES - LEGAL	5,205.50
MORGAN BROTHERS INC	PEST CONTROL	310.00
NAPA AUTO PARTS	EQUIPMENT REPAIRS & MAINTENANCE	2,768.83
NELSON'S ACE HARDWARE	BUILDING & GROUNDS MAINTENANCE	400.94
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	423.16
NORTH CENTRAL LABS, INC	LABORATORY SUPPLIES	48.67
PG&E	ELECTRIC UTILITIES	8,439.68
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
RAYMOND MIKE ALANIZ	CERTFICATION REIMBURSEMENT	190.00
RGW EQUIPMENT SALES, LLC	EQUIPMENT REPAIRS & MAINTENANCE	2,518.72
ROBERT CURRIE	RETIREE HEALTH REIMBURSEMENT	148.68
SALLY RODRIGUEZ	RETIREE HEALTH REIMBURSEMENT	148.68
SARA J. STAUNTON	RETIREE HEALTH REIMBURSEMENT	148.68
SILVAS OIL CO. INC.	FUEL	2,366.03
SMARTCOVER SYSTEMS	EQUIPMENT REPAIRS & MAINTENANCE	1,747.04
STEAM CLEANERS, INC	EQUIPMENT REPAIRS & MAINTENANCE	154.64
STEVE JENSEN	RETIREE HEALTH REIMBURSEMENT	132.25
TELSTAR INSTRUMENTS, INC.	EQUIPMENT REPAIRS & MAINTENANCE	2,852.00
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	676.56
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	1,904.02
VIDEO INSPECTION SPECIALISTS	EQUIPMENT REPAIRS & MAINTENANCE	3,955.00

MAS 200 Total Checks

\$122,775.82

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

**March 15, 2023
WARRANT LIST**

ALLIED ELECTRIC MOTOR INC.	EQUIPMENT MAINTENANCE	132.11
ALLIED WEED CONTROL	SPECIAL SERVICES - AERIAL & GROUND	3,600.00
ALVARO VILLA	TRAVEL & TRAINING	206.10
AMAZON CAPITAL SERVICES	INFORMATION SYSTEMS, CHEMICALS, MAINT. BUILDING & GROUNDS	1,490.36
AMERICAN EXPRESS	TRAVEL & TRAINING, COMMUNICATIONS	3,741.88
APPLIED INDUSTRIAL TECH CA-LLC	EQUIPMENT MAINTENANCE	543.20
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,352.70
CALPERS	RETIREMENT	42,057.33
CDW GOVERNMENT, INC.	INFORMATION SYSTEMS	387.00
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER	207.40
CITY OF FOWLER	TRAVEL & TRAINING	36.00
COMCAST	COMMUNICATIONS	109.95
CREATIVE SAFETY SUPPLY LLC	SAFETY SUPPLIES	622.11
CWEA	MEMBERSHIPS	404.00
DKF SOLUTIONS GROUP, LLC	SAFETY OFFICER SUBSCRIPTION	350.00
ERNEST C MENDES	DIRECTOR'S FEE	127.63
FRANK A. OLSEN COMPANY	EQUIPMENT MAINTENANCE	3,361.92
FRESNO COUNTY ASSESSOR	BOOKS & PUBLICATIONS	27.00
GRAINGER	EQUIPMENT MAINTENANCE	1,473.82
HOME DEPOT CREDIT SERVICES	BUILDING & GROUNDS MAINTENANCE	105.94
J'S COMMUNICATIONS, INC	COMMUNICATIONS	1,296.00
JUAN MEJIA	DIRECTOR'S FEE	127.63
KINGS WATER ALLIANCE	PERMITS	50,569.00
LELAND JENNINGS JONES'	LABORATORY SUPPLIES	115.98
MID VALLEY DISPOSAL	WASTE UTILITIES	898.60
MKN	LIFT STATION REFURBISHMENT 18TH AVE	2,289.30
MOORE TWINING ASSOC. INC.	EXTERNAL LAB SERVICES	483.00
NAPA AUTO PARTS	AUTO/EQUIPMENT MAINTENANCE	347.61
NATHAN MAGSIG	DIRECTOR'S FEE	127.63
NELSON'S POWER CENTER	MAINTENANCE BUILDING & GROUNDS	143.36
NELSON'S ACE HARDWARE	EQUIPMENT MAINTENANCE, BUIDLING & GROUNDS MAINTENANCE	51.75
O'REILLY AUTO PARTS	AUTO/EQUIPMENT MAINTENANCE	116.86
PG&E	ELECTRIC UTILITIES	31,249.19
RGW EQUIPMENT SALES, LLC	EQUIPMENT MAINTENANCE	13,165.79
RODRIGUEZ, ERNESTO	CERT FEES, WELLNESS, SAFETY SHOES REIMBURSEMENT	370.00
SALINAS, JOSE LUIS	TRAVEL & TRAINING	361.35
SCOTT ROBERTSON	DIRECTOR'S FEE	127.63
SILVAS OIL CO. INC.	FUEL	3,127.16
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	422.36
STREAMLINE	INFORMATION SYSTEMS	400.00
T-MOBILE USA INC.	COMMUNICATIONS	70.87
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	676.56
UNWIRED BROADBAND, INC.	COMMUNICATIONS	749.99
V&N FIELD SERVICE INC	EQUIPMENT MAINTENANCE	4,248.97
VERIZON WIRELESS	COMMUNICATIONS	455.58
VINCE PALOMAR	DIRECTOR'S FEE	127.63

MAS 200 Total Checks

\$172,456.25

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

March 29, 2023

WARRANT LIST

ALLIED WEED CONTROL	SPECIAL SERVICES - AERIAL & GROUND	1,000.00
AMAZON CAPITAL SERVICES	INFORMATION SYSTEMS	148.82
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,348.70
AT&T MOBILITY	COMMUNICATIONS	99.24
AT&T/CALNET 3	COMMUNICATIONS	156.70
BSK ASSOCIATES	EXTERNAL LAB SERVICES	812.00
CAL BENNETTS	OFFICE EQUIPMENT	4,043.54
CALIFORNIA WATER SERVICE	WATER UTILITIES	55.08
CALPERS HEALTH	HEALTH INSURANCE	39,547.42
CDW GOVERNMENT, INC.	INFORMATION SYSTEMS	1,005.05
CONCORDIA LUTHERAN CHURCH	SEWER SERVICE CHARGE REFUND	3,184.90
CPS HR CONSULTING	PROFESIONAL SERVICES: MGMNT & HUM RELATIONS	5,000.00
CWEA	MEMBERSHIPS, TRAVEL & TRAINING	287.00
CWEA CSJ SECTION	TRAVEL & TRAINING	835.00
DOPUDJA & WELLS CONSULTING INC.	COLLECTION SYSTEM MASTER PLAN UPDATE	68,892.10
DSD BUSINESS SYSTEMS	INFORMATION SYSTEMS	146.25
ELECTRIC MOTOR SHOP, INC.	EQUIPMENT MAINTENANCE	4,731.79
ENGIE SERVICES U.S. INC.	SOLAR MEASUREMENT/VERIFICATION & MAINTENANCE	100,994.31
FACT AUTOMATED ENTRANCES INC.	EQUIPMENT MAINTENANCE	1,707.61
FERGUSON WATERWORKS	MAINTENANCE BUILDING & GROUNDS	4,343.21
FORKLIFT SPECIALTIES, INC.	EQUIPMENT MAINTENANCE	353.10
GAR BENNETT LLC	EQUIPMENT MAINTENANCE	161.41
GISELA ROSALES	AUTO MAINTENANCE	665.00
HD SUPPLY INC	EQUIPMENT MAINTENANCE	7,027.19
HERITAGE-CRYSTAL CLEAN INC.	EQUIPMENT MAINTENANCE	50.00
HOME DEPOT CREDIT SERVICES	MAINTENANCE BUILDING & GROUNDS, CHEMICALS	377.49
JOBS AVAILABLE, INC	JOB POST ADVERTISEMENT	360.00
KINGSBURG, CITY OF	OUTREACH PHARMA KIOSK	173.75
LIEBERT CASSIDY WHITMORE	PROFESIONAL SERVICES: MGMNT & HUM RELATIONS	1,938.00
MID VALLEY DISPOSAL	WASTE UTILITIES	751.79
MONTOY LAW CORPORATION	PROFESIONAL SERVICES: LEGAL	3,518.00
MOORE TWINING ASSOC. INC.	EXTERNAL LAB SERVICES	1,300.00
MORGAN BROTHERS INC	PEST CONTROL	155.00
NAPA AUTO PARTS	EQUIPMENT MAINTENANCE	465.42
NELSON'S ACE HARDWARE	MAINTENANCE BUILDING & GROUNDS, SMALL TOOLS	281.98
NEW ENGLAND SHEET METAL & MECHANICAL CO.	EQUIPMENT MAINTENANCE	1,962.00
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	423.16
O'REILLY AUTO PARTS	EQUIPMENT MAINTENANCE	52.26
PG&E	ELECTRIC UTILITIES	37,183.91
POLYDYNE, INC	CHEMICALS	28,531.57
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
QUADIENT LEASING USA, INC.	RENT & LEASE EQUIPMENT	717.42
RANDY CABALLERO	SAFETY SHOES & SMALL TOOL REIMBURSEMENT	253.11
ROBERT V JENSEN, INC.	LUBRICANTS	1,505.51
SERENA COATES	TRAVEL & TRAINING	301.82
SHAPE INC	EQUIPMENT MAINTENANCE	89,862.09
SILVAS OIL CO. INC.	FUEL	2,118.58
TELETRAC NAVMAN US LTD.	COMMUNICATIONS	1,059.00
TELSTAR INSTRUMENTS, INC.	EQUIPMENT MAINTENANCE	3,582.00
THE GAS CO	GAS UTILITIES	991.01
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	1,516.55
TRICIA D. MILLER	TRAVEL & TRAINING	278.15
VALLEY SECURITY ALARM	FIRE & BURGLAR ALARM MONITORING	711.00

MAS 200 Total Checks

\$427,025.99

SKF COUNTY SANITATION DISTRICT
 CASH ACTIVITY REPORT
 Month: MARCH
 Fiscal Year: 2022-23

Cash Account Description	End of Month Cash Balance as of June 30, 2022	End of Month Cash Balance 3/31/2023
***Cash in Treasury: Operations & Maintenance	\$ 3,741,651.06	\$ 3,384,440.73
Cash in Bank: Operations & Maintenance	\$ 26,389.33	\$ 29,979.25
Cash in Bank: Payroll	\$ 203.30	\$ 203.43
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 3,768,943.69	\$ 3,415,323.41
***Cash in County Treasury:Expansion	\$ 4,783,224.81	\$ 5,488,756.68
***Cash in County Treasury: R&R	\$ 5,476,484.62	\$ 4,995,075.50
***Cash in County Treasury:Selma	\$ 1,997,552.53	\$ 2,009,931.26
***Cash in County Treasury: Selma SWRCB Reserve	\$ 263,843.57	\$ 264,947.56
Total Selma	\$ 2,261,396.10	\$ 2,274,878.82
***Cash in County Treasury:Kingsburg	\$ 3,131,019.54	\$ 3,289,412.26
***Cash in County Treasury:Fowler	\$ 1,670,783.38	\$ 1,828,847.85
Total Cash Balance	\$ 21,091,852.14	\$ 21,292,294.52

*** PENDING COUNTY REPORTS @ 3/31/2023

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
WARRANT LIST & SALARY AND FRINGE BENEFIT EXPENDITURE SUMMARY
FOR THE MONTH ENDED MARCH 31, 2023

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	3/1/2023	\$	122,775.82
WARRANT LIST ENDING	3/15/2023	\$	172,456.25
WARRANT LIST ENDING	3/29/2023	\$	427,025.99
			722,258.06
TOTAL SERVICE AND SUPPLIES EXPENDITURES			\$ 722,258.06

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	2/26/2023	\$	98,015.53
EMPLOYER CONTRIBUTIONS (PERS)	2/26/2023	\$	8,934.15
EMPLOYER TAXES	2/26/2023	\$	1,287.47
HEALTH INSURANCE	2/26/2023	\$	14,495.31
			\$ 122,732.46

TOTAL SALARIES PERIOD ENDING:

SALARIES	3/12/2023	\$	100,199.18
EMPLOYER CONTRIBUTIONS (PERS)	3/12/2023	\$	9,046.23
EMPLOYER TAXES	3/12/2023	\$	1,318.88
HEALTH INSURANCE	3/13/2023	\$	14,495.31
			\$ 125,059.60

TOTAL SALARIES PERIOD ENDING:

SALARIES	3/26/2023	\$	98,619.36
EMPLOYER CONTRIBUTIONS (PERS)	3/26/2023	\$	9,073.47
EMPLOYER TAXES	3/26/2023	\$	1,296.64
HEALTH INSURANCE	3/26/2023	\$	14,495.31
			\$ 123,484.78

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES			\$ 371,276.85
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	GRAND TOTAL	\$	1,093,534.91
			1,093,534.91

MEMORANDUM

(April 19, 2023, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: April 11, 2023

Agenda Item: 4-F
Action: Motion

SUBJECT:

Valley Regional Occupational Program (VROP)– District’s Job Shadowing Training Program

RECOMMENDATION

That the Board approve the District’s continued partnership with the VROP and the School Districts within our Member cities and authorize General Manager to execute a Memorandum of Understanding (MOU) with Selma Unified School District.

EXECUTIVE SUMMARY

The District is entering the 5th year of educational opportunities with Valley Regional Occupational Program (VROP) and Selma Unified School District (SUSD) to train students from middle school, high school, and adult school in manufacturing jobs. As a wastewater facility, the District can offer students learning opportunities in the form of tours, lectures, coaching, job shadowing, training and apprenticeship in various tasks and equipment in the areas of operations, maintenance, and engineering. The District firmly believes in training young people in the wastewater industry in order to help our communities grow and develop.

With the Board’s approval of the MOU with SUSD, the VROP and District’s Job Shadowing Training Program will begin in June 2023.

Attachments: 1) Memorandum of Understanding between Selma Unified School District and Industry Partner for School Partner Program.



**Memorandum of Understanding
Between Selma Unified School District and Industry Partner for School Partner Program.**

This Memorandum of Understanding (“MOU”) provides for a cooperative agreement between **Selma Unified School District** (“SUSD”) and **Selma Kingsburg Fowler County Sanitation District (SKF)** (“Industry Partner”) to collaborate on the School Partner Program.

Whereas SUSD and this Industry Partner wish to collaborate to provide youth with a meaningful work-based learning experience for program participants, SUSD and this Industry Partner enter into the following MOU for the period of June 12, 2023 to August 11, 2023

SUSD agrees to:

- Provide work-readiness training to support skill building and professionalism.
- Inform high school students of all rules, regulations, of SUSD and training site.
- Correlate the job-related classroom instruction with the learning experiences of the training site.
- Assist in the resolution of the student’s school or site-related problems that are affecting the site-related performance of the student.
- Provide the site with a training plan.
- Verify training plan, class relationship, and community site activities.
- Accept the responsibility and status as the legal employer of all students placed in job sites on a non-paid status.
- Provide and maintain worker’s compensation coverage for the high school and/or adult students’ instructional program. Under no circumstances shall the Industry Partner be considered the employer of high school and/or adult students participating in the School Partner Program.

Industry Partner agrees to:

- Provide a meaningful work-based learning experience for youth, including the acquisition of work readiness and job skills as appropriate.
- Provide specific training before allowing student to embark on any task. Continually supervise student.
- Have shift mentor or supervisor complete a skills assessment during and at the end of each student's job shadow or internship or the equivalent.
- Adhere to all applicable federal, state and local laws concerning interns as well as state and federal child labor laws.
- Treat youth at all times as interns as opposed to employees and not allow student to take the place of an employee.

SUSD agrees that all students will:

- Be 16 years of age or older and enrolled in a career technical education class.
- Conform to the program rules and regulations established by the school and training site.
- Maintain regular attendance and punctuality in school and on-the-site training.
- Regularly attend the site-related classroom instruction.

- Report to site properly groomed and dressed appropriately for the site.
- Report any conflicts, problems or anticipated schedule changes to the SUSD instructor.
- Be informed that there is no guarantee of a job at the completion of this training.
- Report immediately any unsafe conditions or injuries to the SUSD instructor and Industry Partner.

Class: Construction Technology and Manufacturing Engineering

Students participating in the SKF Summer Internship may engage in the following activities:

- Participate in the following departments: Operations, Collections, Engineering, Lab, and Administration
- Learn about the laws and regulations within each department
- Learn about equipment used
- Shadow leads in each department

RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) SUSD shall defend, indemnify, and hold harmless Industry Partner, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys’ fees, arising out of or in connection with the School Partner Program or its negligent failure to comply with any of its obligations contained in this MOU (collectively “Claims”), except such loss or damage which was caused by the sole negligence, or willful misconduct of the Industry Partner. Acceptance by the Industry Partner of insurance certificates and endorsements required under this Agreement does not relieve SUSD from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

(B) SUSD releases the Industry Partner, its officers, officials, agents, and employees of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney’s fees, arising out of or in connection with the School Partner Program.

SUSD acknowledges and expressly waives the benefit of California Civil Code Section 1542, which is set forth below, and specifically agrees that the release contained in this MOU shall extend to all claims arising out of transactions which the parties do not know or expect to exist in their favor at this time, and which rise out of or are connected the School Partner Program. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Industry Partner’s Initials

SUSD’s Initials

SUSD acknowledges that the facts and law in relation to this matter and the claims released by the terms of this MOU may turn out to be different from or in addition to the facts or law as now known to each party or its counsel. SUSD therefore expressly agrees that the release so given shall be and remain in effect as a full and complete release of the persons and entities released thereby notwithstanding any possibility of new or different facts or law.

(C) By execution of this MOU, SUSD acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Insurance

During the term of this MOU, SUSD shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth below:

General Liability

SUSD shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. SUSD's general liability policies shall be primary and shall not seek contribution from the Industry Partner's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Industry Partner and its officers, officials, employees, and agents shall be additional insureds under such policies.

Waiver

All School Partner Program participants shall execute the waiver attached hereto as Exhibit A, and incorporated herein by reference, prior to participating in the Program. Said waiver shall be provided to the Industry Partner, with a copy to SUSD.

Termination

This MOU may be terminated at any time in writing by any party for any reason with three days' notice. This MOU also may be terminated immediately by any party if there is a failure to comply with the terms and conditions outlined in this MOU.

Miscellaneous

This MOU constitutes the entire MOU and understanding between the parties, and supersedes all offers, negotiations and other MOUs concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this MOU must be in writing and executed by all parties.

PARTY SIGNATURES TO MOU

I have read all of the provisions outlined in this MOU, and agree to comply with every provision listed herein. I certify that I am authorized to sign agreements on behalf of my business/agency/organization.

Any changes to this contract must be made in writing, and be signed by representatives of both SUSD and Business/Organization.

Superintendent of Selma USD

NAME: _____

TITLE: _____

BUSINESS/ORGANIZATION:
**Selma Kingsburg Fowler County Sanitation
District (SKF)**

DATE: _____

DATE: _____

MEMORANDUM
(April 19, 2023, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: April 10, 2023

Agenda Item: 5-A
Action: Motion

SUBJECT:

Fiscal Year 2023-24 Capital Improvement Program – First Presentation

RECOMMENDATION

That the Board will Review the First Presentation of The Draft Capital Improvement Program for FY 2023-24 and Provide Direction to Staff.

EXECUTIVE SUMMARY

General Manager Cazares will present the draft Capital Improvement Program (CIP) to the Board. The PAC reviewed this item at the meeting of March 22, 2023, and recommended acceptance to the District Board of Directors with the inclusion of comments from the member cities.

The second presentation of the Fiscal Year 2023-24 CIP will be made at the May 11, 2023, regular Board meeting for further review, public comment, and adoption.

Board members may bring their copies with them or refer to the digital copy sent separately from the agenda packet. **Hard copies will be available at the Board Meeting.**

Capital improvements are major construction projects requiring an expenditure of public funds over and above routine annual operating expenses. Expenditures occur for the purchase, construction, or replacement of the District's infrastructure with a useful life of at least five years. CIP infrastructure includes such items as the collection system, wastewater treatment plant, disposal facilities and lift stations. The District's funding sources include sewer service charges, capacity charges, and plan check and inspection fees. These revenues are projected annually, taking into account current and potential development activity and rate adjustments.

The CIP is a plan that identifies capital improvement needs and allocates available dollars over a ten-year period. Development of the ten-year CIP includes opportunities for input from the CIP Committee, District department heads, cities, and the Board of Directors to help ensure that the projects meet the District's needs.

MEMORANDUM
(April 19, 2023, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: April 11, 2023

Agenda Item: 5-B
Action: Motion

SUBJECT:

First Presentation of the Draft FY 2023-24 Budget

RECOMMENDATION

That the Board review the Draft Budget for FY2023-24 and Provide Direction to Staff.

EXECUTIVE SUMMARY

Enclosed is the draft budget for fiscal year (FY) 2023-24, version 4-19-23. The budget proposes to increase the rates consistent with the last rate study approved by the Board of Directors on July 11, 2019. This will be the 5th year and final rate increase under that study.

The rates will be increased from \$515.95 to \$533.50 per year for Selma, from \$481.95 to \$499.50 per year for Kingsburg and from \$497.95 to \$515.50 per year for Fowler for each equivalent single-family residence (ESFR). The industrial rates will also increase for flow, BOD, SS parameters. The sewer rate increases are necessary due to increased costs of repair, refurbishment & replacement of facilities & equipment; services & supplies; salaries & benefits; labor costs; and a reduction in usage of the plant by industrial dischargers. The per year increases are shown below.

ESFR Annual Unit Cost Breakdown is as follows:

Operation and Maintenance Service Charge	\$372.43 per year
District Refurbishment and Replacement	<u>\$87.07 per year</u>
Sub-Total	\$459.50 per year
Selma Refurbishment and Replacement	\$74.00 per year
Kingsburg Refurbishment and Replacement	\$40.00 per year
Fowler Refurbishment and Replacement	\$56.00 per year
Selma Total Annual Sewer Service Charge	\$533.50 per year
Kingsburg Total Annual Sewer Service Charge	\$499.50 per year
Fowler Total Annual Sewer Service Charge	\$515.50 per year

All users pay the same rates per gallon 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.

Staff recommends an annual budget transfer for FY 2023-24 of \$1,838,155 from the O&M fund to the R&R fund and \$126,670 from District Expansion fund to the R&R fund.

REVIEW OF BUDGET PAGES

In table format, pages 3 to 9 summarize the activities of each of the District functions. Summaries 1 through 6 itemize the beginning balance, revenues, expenditures, transfers and ending balance. All functions are summarized on page 3.

The District pump stations are approximately 51 years old and require refurbishment and expansion. The treatment plant is over 51 years old and requires various refurbishments. Some projects may carry through to subsequent fiscal years.

Cities' Collection Systems Capital R&R reserves are carried in the sub-function accounting for each city for emergency or miscellaneous repairs to the cities' sewer systems and for refurbishment and replacement of aging equipment and facilities.

The cash reserve in the O&M function ends the year at \$4,030,214, which is within the O&M reserve policy of 50% of annual O&M expenses at the end of the year.

The staffing level will be at 32 full-time employees. The Organizational Chart on page 10 shows the lines of responsibility and reporting.

Services and Supplies Expenditures on page 15 shows divisional detail for services & supplies expenditures. The Pretreatment Program Cost Allocation on page 16 shows resources allocated to the federal pretreatment program.

The District's Chart of Accounts on pages 19 to 24 shows in detail the types of expenditures that are budgeted under each account number.

Table 10 of the current Capital Improvement Program is on page 25 and shows the repair and maintenance project schedule from the O&M fund.

The proposed 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.

The proposed increases for the Cities' 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 District's 2016 Collection System Master Plan update.

MEMORANDUM
(April 19, 2023, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: April 10, 2023

Agenda Item: 5-C
Action: Motion

SUBJECT:

Agreement for Sewer Service Outside District Boundaries for APN 390-020-15 located at 1705 Thompson, Selma, CA.

RECOMMENDATION

That the Board approve Agreement for Sewer Service Outside District Boundaries with Michele C. Garza for APN 390-020-15 located at 1705 Thompson, Selma, CA subject to LAFCO's written approval and authorize the General Manager to execute the Agreement.

EXECUTIVE SUMMARY

The District has received an application for connection of a single-family residence located at 1705 Thompson, in the City of Selma. The septic tank is failing and is at the end of its useful life.

The District may allow outside users to apply and obtain sewer services through the process as outlined in Ordinance 2014-03 and per state law.

The District Engineer finds that the following criteria are met:

- The existence of a health or safety issue.
- No detriment to the District's continued ability to provide service.
- Sufficient capacity to allow the District to grow as planned.
- The single-family residence existed prior to February 1, 2014.
- The applicant is responsible for all applicable fees, including but not limited to District, County, LAFCO, and City fees.

Attachments: Outside User Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

Selma Kingsburg Fowler County Sanitation District
Administrative Services
PO Box 158
Kingsburg CA 93631

NO RECORDING FEE GOV. CODE 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Address: **1705 Thompson Avenue, Selma, CA**
APN: **390-020-15**

AGREEMENT FOR SEWER SERVICE OUTSIDE DISTRICT BOUNDARIES

This Agreement for Sewer Service Outside District Boundaries (“Agreement”) is made this _____ day of _____, 2023 between the Selma-Kingsburg-Fowler County Sanitation District (hereafter “DISTRICT”), and Michele C. Garza, hereinafter referred to collectively as (“OWNER”).

Recitals

A. OWNER is the record OWNER of that certain real property (“Real Property”) located at 1705 Thompson Avenue, Selma, CA., in the County of Fresno, California, Assessor’s Parcel Number 390-020-15.

B. Real Property is located outside the City of Selma boundaries and outside the DISTRICT boundaries but within the Sphere of Influence for both the City of Selma and DISTRICT.

C. Improvements to the OWNER’s Real Property include installation of a 4-inch sewer service lateral and abandonment of septic system per City, District and County Requirements.

D. OWNER desires to obtain sewer service through sewer collection facilities owned by or within the sphere of influence of the City of Selma and within the sphere of influence of the DISTRICT.

Agreement

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Payment of Fees. OWNER agrees that OWNER is obligated to pay Sewer Connection Fees to DISTRICT which includes capacity charges, plan check/inspection and annexation fees in the amount of five thousand six hundred ninety-eight dollars and twenty cents (\$5,698.20) in order to receive sewer service from the DISTRICT. All applicable fees shall be paid as shown in attached District letter dated (TBD).
2. Sewer Service Application and Service Rates. In addition to this Agreement, OWNER agrees to complete a Connection Application and agrees to pay the sewer rates applicable to OWNER which will be billed in accordance with DISTRICT billing method through the Tax Roll.
3. Building Permits. OWNER agrees to obtain and pay for Building Permits from Fresno County for the connection of the residence on the Real Property to the DISTRICT sewer system. OWNER also agrees to obtain and pay for a permit from the City of Selma at the time of abandonment and to abandon the septic system within 120 days of connection to the City sewer system.
4. LAFCo Approval. The Real Property is located outside the corporate limits of the City of Selma and outside the DISTRICT boundaries. Due to this, the DISTRICT must obtain authorization from the Fresno Local Agency Formation Commission (LAFCo) to extend and/or connect sewer services to the subject property. LAFCo authorization requires the submittal of an application for review and payment of an application fee. OWNER agrees to pay \$750.00 for the cost of preparation of the application, coordination of approval and the application fee.
5. Annexation. In consideration of the approval for connection by DISTRICT to sewer facilities to serve OWNER'S property located outside District boundaries, OWNER agrees that it will not at any time oppose or protest the annexation of such property to DISTRICT. Owner further agrees that if Owner, or Owner's successors, heirs or assigns should ever protest the annexations of such property to City, City may immediately provide for termination of such sewer service to said property without any liability for such termination by written notice to the Selma-Kingsburg-Fowler County Sanitation District to disconnect the facilities and Owner shall in no way proceed against or otherwise hold said Selma-Kingsburg-Fowler County Sanitation District liable in any manner whatsoever for termination of said sewer service. OWNER understands that this Agreement binds OWNER and all subsequent owners of the subject Real Property and that this Agreement will be recorded with the Fresno County Recorder's Office.
6. Arbitration. In addition to any other relief that may be available to the parties in connection with this Agreement, the parties agree that a court or arbitrator may, in appropriate circumstances, order either party to specifically perform its obligations as set forth in this Agreement.
7. No Assignment; Agreement Runs with the Land. The rights and obligations of the parties shall not be assigned or transferred to others without the prior written consent of the other party. This agreement shall be binding upon and inure to the benefit of the parties' successors or

assigns. The burdens and benefits of this Agreement shall run with the land described above in identified in **Exhibit A** attached hereto and incorporated by reference. This Agreement shall be executed in recordable form.

8. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

TO OWNER: Michele C. Garza

TO DISTRICT: Veronica Cazares, PE
General Manager
P.O. Box 158
Kingsburg CA. 93631

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

9. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

10. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this Agreement constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

10. Time of the Essence. Time is of the essence for each condition, term, and provision in this Agreement.

11. Counterpart Signatures. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective only on the complete execution of this Agreement by the parties.

12. Severance. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

13. No Waiver. A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

14. Headings. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

15. Applicable Law. This Agreement shall be governed and construed in accordance with California law. Each party agrees that venue shall be the County of Fresno, California.

16. Authority to Sign. Each party signing below certifies that he or she is authorized to execute this Agreement and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

17. Amendments to Agreement. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. This Agreement and any modification or amendment thereto shall only be effective if authorized by the DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement for Sewer Service Outside District Boundaries effective the day and year first above written as follows:

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

OWNER'S NAME

By: _____
Veronica Cazares, PE
General Manager

Date

By: _____
Michele C. Garza

Date

(NOTARY ACKNOWLEDGEMENTS REQUIRED FOR OWNERS)

Exhibit A

LEGAL DESCRIPTION: APN: 380-020-15

Lot 1, in Block 1 of Kutnar's Tract, in the city of Selma, County of Fresno, State of California, according to the map and plat thereof on file and of record in the office of the County Recorder of the County of Fresno, State of California. (Commonly known as 1705 S Thompson Avenue, Selma, CA 93662-3991; APN: 380-020-15)