

SOUTH KINGS GROUNDWATER SUSTAINABILITY
AGENCY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS
SPECIAL MEETING AGENDA

Wednesday, November 17, 2022

4:00 PM

VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WILL BE CLOSED TO THE PUBLIC. PUBLIC CAN PARTICIPATE IN THIS MEETING AND PROVIDE COMMENTS ON AGENDA ITEMS VIA THE FOLLOWING:

<https://us06web.zoom.us/j/81616227213?pwd=UkJqTnducjk3bVJucnhuOThCaUxkQT09>

Meeting ID: 816 1622 7213

Passcode: 493407

Please contact Annika Romo at (559) 299-1544 for any questions regarding the Zoom meeting.

ITEMS:

1. Call to Order and roll call
2. Public Comment on Items not on Agenda

The first 15 minutes of each regular session is set aside for members of the public to comment on any item within the jurisdiction of the Board of Directors, but not appearing on the agenda. For items appearing on the agenda, the public is invited to comment at the time the item is called for consideration by the Board. Any person addressing the Board under public comment will be limited to a 3-minute presentation to ensure that all interested parties have an opportunity to speak. Please submit any handouts to the Secretary via email prior to the meeting at dpeters@peters-engineering.com.

3. Consent Calendar

Unless a member of the Board of Directors requests that an item be removed from the Consent Calendar, all items will be acted upon as a whole and by one vote. Items removed from the Consent Calendar will be acted upon separately.

- 3.1 Approve Minutes of September 13, 2022 meeting.

4. Committee Reports

4.1 Technical Advisory Committee – Report by Josh Rogers, Chair

4.2 Administrative Committee – Report by David Peters, Secretary

5. General Items

5.1 Approve Fowler Recharge Basin Agreement Amendment No. 3 – Oral Report by D. Peters

5.2 Approve Continuation of Virtual meetings – Oral Report by M. Linden

6. Secretary's Report

6.1 Time and place for next meeting – January 11, 2023 at 5:30pm

7. Board Member Comments

8. Adjournment

SKJPA BOARD OF DIRECTORS
MEETING MINUTES

TELECONFERENCE

Wednesday, September 14, 2022

5:30 PM

Chairman Kazarian called the meeting to order at 5:32 pm.

Board Members Present: Chairman Kazarian, E. Hurtado, D. Ramirez, T. Pimentel, J. Hurtado

Board Members Absent:

Staff Present: David Peters, Josh Rogers, Michael Linden

PUBLIC PRESENTATIONS

2.1 *Public Comment on Items not on Agenda*

None

CONSENT CALENDAR

3.1 *Approve minutes of July 13, 2022 meeting.*

Motion by member T. Pimentel, second by member E. Hurtado. Motion passes unanimously via voice roll call.

COMMITTEE REPORTS

4.1 *Technical Advisory Committee Meeting*

Mr. Rogers reported that the Technical Committee reviewed updated to the Revised GSP.

4.1 *Administrative Committee Meeting*

Mr. Peters stated that there was no report.

GENERAL ITEMS

5.1 *Approved Fowler Recharge Basin Agreement Amendment No. 2*

After discussion, a motion was made to approve the agreement by member T. Pimentel, seconded by member E. Hurtado. Motion passed unanimously via voice roll call

5.2 *Appoint Representative and Alternate to Represent SKGSA at Basin Coordination Group*

After discussion, the Board unanimously appointed Chairman Kazarian as the representative and Mr. Rogers as the alternate. A motion was made by member T. Pimentel, seconded by member J. Hurtado. Motion passed unanimously via voice roll call.

5.3 *Adopt resolution designating City of Sanger as lead agency for CEQA compliance related to the North Sanger Recharge Basin project*

After discussion, a motion was made to approve the resolution by member E. Hurtado, seconded by member T. Pimentel. Motion passed unanimously via voice roll call.

5.4 *Resolution regarding continuation of Virtual Meetings – Oral Report by Michael Linden*

After discussion, a motion was made to approve the resolution by member T. Pimentel, seconded by member E. Hurtado. Motion passed unanimously via voice roll call.

SECRETARY REPORT

Time & Place for next meeting: October 12, 2022 at 5:30pm via teleconference.

BOARD MEMBER COMMENTS

None

ADJOURNMENT

Having no further business Chairman Kazarian adjourned the meeting at 6:46pm.

THIRD AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

This Third Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (this “**Amendment**”) is entered into as of _____, 2022, by and between the SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY, a joint powers authority (“**Buyer**”), and K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., a California corporation (“**Seller**”).

RECITALS

A. Seller and Buyer entered into an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, dated March 23, 2022, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, dated July 20, 2022, and that certain Second Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, dated September 14, 2022 (collectively, the “**Purchase Agreement**”), pursuant to which Seller agreed to sell and Buyer agreed to purchase certain property described therein.

B. Buyer and Seller now desire to amend the Purchase Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

2) Seller Work. Section 3.2(a) of the Purchase Agreement is hereby deleted in its entirety and the following inserted therefor:

a. Seller shall cause the work identified on Exhibit B attached hereto and made a part hereof (the “**Seller Work**”) to be completed on or before the date that is one (1) year after the Closing (as defined in Section 5) (the “**Seller Work Deadline**”), all in accordance with City approved plans for Construction of Tract No. 5952 Phase 1 & 2 and the Consolidated Irrigation District approved plans for Construction of Pipeline Improvements Tract 5952 – Kirby Canal. The Seller Work shall be completed at Buyer’s sole cost and expense, as more fully set forth below. At the Closing, in addition to the Purchase Price, Buyer shall deliver to Escrow Holder, an amount equal to One Hundred Ninety-Three Thousand Six Hundred Twenty-Three Dollars and 55/100 (\$193,623.55) (the “**Holdback Amount**”), which shall be held by Escrow Holder and disbursed as provided for below. Buyer acknowledges and agrees that the Holdback Amount and the dollar amounts set forth on Exhibit B (and Buyer’s responsibility therefor) may increase or decrease based on the actual cost to complete the Seller Work. Nothing in this Section shall be deemed to cap or otherwise limit Buyer’s obligation and responsibility for all of the Seller Work, which amount Buyer acknowledges and agrees may be higher or lower than

the Holdback Amount and the dollar amounts set forth on Exhibit B. To avoid any confusion, Buyer shall be solely responsible for all the costs and expenses associated with the completion of the Seller Work. Upon completion of the Seller Work, if the actual cost to complete the Seller Work is less than the Holdback Amount, Buyer shall be entitled to the difference between the Holdback Amount and the actual cost of the Seller Work.

i. Seller may draw upon the Holdback Amount from time to time (but not more frequently once a month) by delivering a draw request to Buyer and Escrow Holder, along with all applicable invoices from all contractors, subcontractors and suppliers that were part of the Seller Work not previously reimbursed, and other customary documentation pertaining to the completion of the applicable Seller Work with respect to any Seller Work not previously reimbursed, requesting reimbursement of monies for such Seller Work (each, a “**Draw Request**”). Within three (3) business days following delivery of such Draw Request, Escrow Holder shall deliver from the Holdback Amount the funds requested in such Draw Request.

ii. If the Seller Work is not completed by the Seller Work Deadline, then Buyer may, at any time thereafter and as its sole and exclusive remedy, elect to assume responsibility for the completion of the remaining Seller Work by providing written notice to Seller and Escrow Holder of such election. If Buyer makes such election, Seller shall have no further responsibility for the completion of any remaining Seller Work and Escrow Agent shall promptly remit any remaining funds from the Holdback Amount to Buyer.

iii. Buyer, in its capacity as owner, shall cooperate with Seller in order for Seller to proceed with the completion of the Seller Work.

iv. The terms of this Section shall survive the Closing.

3) Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

4) Facsimile or .pdf Signatures. Either or all parties may execute this Amendment by facsimile or .pdf signature, and any such facsimile or .pdf signature shall be deemed an original signature and Escrow Agent is hereby authorized and instructed to rely thereon.

5) Effect of Amendment. In the event of any inconsistencies between this Amendment and the Purchase Agreement, the terms of this Amendment shall govern. Except as provided for herein, all other terms and conditions of the Purchase Agreement shall remain unchanged and the parties hereto reaffirm the terms and conditions of such Purchase Agreement. This Amendment may only be varied by a document, in writing, of even or subsequent date hereof, executed by the parties hereto.

[signatures on following page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment as of the date first written above.

BUYER:

SOUTH KINGS GROUNDWATER
SUSTAINABILITY AGENCY, a joint powers
authority

By: _____
Karnig Nazarian, Board Chairman

Dated: _____

ATTEST:

David Peters, Board Secretary

APPROVED AS TO FORM:

Michael Linden, SKGSA Attorney

SELLER:

K. HOVNANIAN HOMES NORTHERN
CALIFORNIA, INC., a California corporation

By: _____
Name: Chad Fuller
Title: Vice President, Chief Legal Counsel

Dated: _____

EXHIBIT B

SELLER WORK

DG Access Road (2040 sf) per plan	\$	6,120.00
Curbing 170 lf @ \$20	\$	3,400.00
1903 lf Chain Link w/ barb & 24' gate per plan @ \$40	\$	76,120.00
Hydroseed 113,434 sf @ \$0.08	\$	9,075.00
Turn Out Assembly	\$	69,120.00
Flow Meter & Telemetry Equipment	\$	29,788.55
		<hr/>
Total =	\$	193,623.55

RESOLUTION 2022-__

**A RESOLUTION OF THE SOUTH KINGS GROUNDWATER SUSTAINABILITY
AGENCY AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT
TO ASSEMBLY BILL 361**

WHEREAS, the South Kings Groundwater Sustainability Agency (“South Kings GSA”) is a California Joint Powers Authority formed to implement the Sustainable Groundwater Management Act of 2014 in a portion of the Department of Water Resources Bulletin 118 Kings Subbasin; and

WHEREAS, on March 4, 2020, the Governor of the State of California issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), subject to compliance with certain requirements; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”), providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, social distancing measures have been imposed and implemented by the State of California to mitigate the spread of COVID-19; and

WHEREAS, the governing board (“Board”) of the South Kings GSA believes the spread of COVID-19 poses an imminent risk to the health and safety of in person meeting attendees; and

WHEREAS, the South Kings GSA Board is conducting virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment; and

WHEREAS, the South Kings GSA Board deems it necessary to invoke the provisions of AB 361 related to telephonic and/or internet-based services for its meetings.

THEREFORE, IT IS HEREBY RESOLVED by the South Kings GSA Board as follows:

SECTION ONE: The recitals set forth above are true and correct and are adopted as findings of the South Kings GSA Board.

SECTION TWO: The South Kings GSA Board has reconsidered the circumstances of the State

of Emergency.

SECTION THREE: State or local officials have recommended measures to promote social distancing, including the holding of virtual meetings for legislative bodies within the County of Fresno that are subject to the Brown Act.

SECTION FOUR: Meetings of the Legislative Body shall be held 100% virtually through December 9, 2022.

SECTION FIVE: Staff is directed to return to the South Kings GSA Board no later than thirty (30) days after the adoption of this resolution, or at the next meeting of the South Kings GSA Board, if later, for the Legislative Body to consider whether to again make the findings required to meet under the modified teleconference procedures of AB 361.

PASSED AND ADOPTED by the Board of Directors of the South Kings GSA at a regularly scheduled meeting held on the 9th day of November, 2022 by the following vote:

AYES, Directors:

NOES, Directors:

ABSENT, Directors:

Karnig Kazarian
Chair, Board of Directors
South Kings Groundwater Sustainability Agency