



**REGULAR BOARD MEETING AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK AVENUE**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, August 13, 2024 at 6:00PM**

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

*Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.*

**1. Call to Order:**

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

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

**4. Old Business:** None for this meeting.

**5. New Business:**

- a. **CDBG 2025-2026; Public Comments.** To hear any public comments or suggestions to be considered for the CDBG 2025-2026 funding application. The Community Development Block Grant (CDBG) is a federal grant program administered by Fresno County to address housing and community development needs of low- and moderate-income persons. Types of eligible projects include public works improvements such as water, sewer, streets and drainage, fire protection facilities and equipment, solid waste facilities, libraries, and community centers.

For public discussion and potential action.

- b. **CDBG 2025-2026; Project Proposal.** Project applications for CDBG Projects in FY 2025-26 are due to Fresno County Planning by August 30, 2024. Staff recommends that the District submit a project proposal to make improvements at the Wastewater Treatment Facility (WWTF) in order to maintain critical operations. The improvements will include the rehabilitation of one or more of the wastewater disposal ponds to maintain percolation rates in conformance to the District's Waste Discharge Requirements.

The scope of work includes draining of the pond(s), sampling and testing the soil material to determine its makeup and disposal requirements, excavation and removal of approximately 6-10" of soil material that is estimated to be inhibiting percolation, off-haul and disposal of the excavated material, and clean-up grading of the pond(s) prior to returning to service. The estimated cost of the project is \$300,000, which is the maximum grant amount.

Recommended action: To approve the submission of an application for the WWTF Disposal Pond Rehabilitation Project for CDBG 2025-26 funding and designate the Board President as signing authority for the project.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- c. **Resolution No. 08-13-2024.** The County of Fresno approved the Malaga Wastewater Treatment Plant Screw Pump Replacement Project from the back-up project list, awarding the district \$300,000 Community Development Block Grant (CDBG) to replace one new screw pump at the WWTP. The district's portion of the project is estimated between \$11,000 and \$41,000.

Recommended action: to approve Resolution 08-13-2024 and to authorize the Board President to sign the project agreement with the County of Fresno.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- d. **Well 5A County of Fresno Agreement A-24-186.** Bids for Well 5A were received August 7, 2024. A canvass of bids had been sent to the County of Fresno and MCWD previously. A draft recommendation relative to award of the project and reallocation of budget between line items of the Contract is attached for review and comment.

Recommended Action: Review and Approve submittal of the recommendation for award and reallocation of budget between line items of the Contract to the County of Fresno.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- e. **Payroll Signatures.** An updated e-signature is needed to be used on payroll checks. One signature is needed, but if the board wishes to have two signatures printed on the check, it is possible to do so. The Check Signature Authorization form will be submitted to the district's payroll office, Gordon Saito & Company CPA.

Recommended action: to have President Charles Garabedian, Jr. and/or Vice President Cerrillo update the e-signatures for payroll use and to direct staff to submit updated form to Gordon Saito & Company CPA.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- f. **Site Plan Review 8400 - 3746 S Calvin Ave.** The County requested review comments on this proposed addition of a dwelling on a residential lot. The draft response is attached.

Recommended Action: Provide any edits to the comment letter. Direct staff to either send the comment letter to the County or transfer the comments to MCWD letterhead and send to the County.

- g. **Development at North and Peach Avenues, CUP 3682, Agroplantae.** The applicant has requested authorization to expand the facilities. MCWD provides a fire line to the property north of North Avenue. The draft response is attached.

Recommended Action: Provide any edits to the comment letter. Direct staff to either send the comment letter to the County or transfer the comments to MCWD letterhead and send to the County.

- h. **Consumer Confidence Report for 2023.** Assistance has been requested by district staff for Water System Reporting to the State. A Task Order is submitted for review and action to assist MCWD prepare the Consumer Confidence Report (CCR) for 2023. The report is delinquent.

**Recommended Action:** Authorize the work to assist MCWD prepare the CCR for 2023.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- i. **Well Destruction Plan.** A Task Order is submitted for review and action to assist MCWD prepare a Well Destruction Plan for Wells 1 and 4, as required by the Division of Drinking Water

Recommended Action: Authorize the work to assist MCWD prepare a Well Destruction Plan for Wells 1 and 4.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- j. **Lead Service Inventory.** The Division of Drinking Water requires all water systems submit a Lead Service Inventory no later than October 16, 2024.

Recommended Action: Provide direction to Provost & Pritchard if a Task Order is requested to assist with the preparation of the Lead Service Inventory.

- k. **Sewer System Management Plan.** The Regional Water Quality Control Board requires all sewer systems to update the Sewer System Management Plans (SSMPs) pursuant to the new General Order.

Recommended Action: Provide direction to Provost & Pritchard if a Task Order is requested to assist with the preparation of the Sewer System Management Plan update.

## 6. Recreation Reports:

## 7. Engineer Reports:

- a. District Engineer Report (For information purposes)
- i. **Well 3A and Tank 1.** The project is funded with a Grant from DWR. Construction activities are proceeding. It is expected that completion of the project will be mid-year 2025. Construction of the water storage tank has been initiated. A bridge loan from RCAC is in place for interim financing of the construction activities.
  - ii. **Comunidad Nuevo Lago (formerly Shady Lakes) Mobile Home Park Consolidation Project.** P&P is currently preparing a Preliminary Engineering Report for the Comunidad Nuevo Lago MHP Consolidation Project. Comunidad Nuevo Lago MHP is a small mobile home community with sewer system compliance issues. The MHP meets requirements for sewer consolidation. The MCWD WWTF also needs updates before being able to consolidate with the MHP.

The goal of the project is to submit a CWSRF construction application that will lead to improvements for the District's WWTF (part 1) and to consolidation between the CWD and the MHP (part 2). SHE, P&P, and CCCD met for a site visit at the MHP

in June. The team took a tour of the wastewater facilities and gathered information and details to begin work on the PER. At present, the mobile home park would be an out-of-district service, which would require approval from LAFCo.

b. CDBG Engineer Report: *presented during new business.*

**8. General Manager's Report:**

**9. President's Report:**

**10. Vice President's Report:**

**11. Director's Reports:**

**12. Legal Counsel Report:**

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

- a. Minutes of the Regular Board Meeting of July 23, 2024.
- b. Minutes of the Special Board Meeting of July 30, 2024.
- c. Accounts Payable and Financial Statement Reports.

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

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

**14. Communications:**

a. Written Communications:

- 1. **Uniform Service Provider.** Due to continued inflation impacting labor, raw materials, and energy costs, Unifirst has implemented price increase beginning August 6, 2024. This price increase will be reflected on the upcoming invoice.

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

**15. Closed Session:**

- a. Pending Litigation: One Case: Malaga v CSJ Construction Fresno County Superior Court Case No.: 23CECG03436 (Government Code 54956.9(d)(1).)
- b. Potential Litigation: One Case:(Government Code 54956.9(d)(1).)
- c. Personnel Evaluation: All Positions (Government Code 54957(b).)

**16. Adjournment:**

**Motion by:** \_\_\_\_\_, **Second by:** \_\_\_\_\_

### **Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of August 13, 2024 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 08/09/2024.

*Norma Melendez*, District Clerk

**RESOLUTION NO. 08-13-2024**

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT APPROVING AN AGREEMENT WITH FRESNO COUNTY RELATED TO THE MALAGA COUNTY WATER DISTRICT WASTEWATER TREATMENT FACILITY SCREWDRIVE REPLACEMENT PROJECT**

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**WHEREAS**, at a public hearing on June 18, 2024, the County of Fresno approved the “Malaga Wastewater Treatment Plant Screw Pump Replacement Project; CDBG project #24451” or “Project” from the back-up project list; thereby awarding the Malaga County Water District a \$300,000 Community Development Block Grant (“CDBG”) to replace one screw pump at the Districts wastewater treatment facility; and

**WHEREAS**, the County of Fresno has prepared an Agreement to provide the CDBG funds for the Project, a copy of which is attached hereto and incorporated herein by the reference as Attachment A; and

**WHEREAS**, the Districts portion of the Project is estimated between \$11,000 and \$41,000; and

**WHEREAS**, the Board of Directors of the Malaga County Water District desire to enter into the Agreement with the County of Fresno to provide the CDBG funds for the Project.

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

1. That the foregoing recitals are true and correct and incorporated by this reference herein as though fully set forth at this point.
2. The Board of Directors hereby approves the Agreement between the District and the County as attached to this resolution as Attachment A and authorizes the President of the Board of Directors to sign the Agreement on behalf of the District.
3. The Board of Directors hereby authorizes the President, Vice-President or General Manager to execute, on behalf of the District, all other documents related to the Project save and except for the notice of completion which shall be approved by the Board.

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Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 13<sup>th</sup> day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

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Charles Garabedian, Jr., President  
Malaga County Water District

ATTEST:

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

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AGREEMENT

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("County"), and the Malaga County Water District ("District").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant ("CDBG") Program activities for the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the District has submitted the Malaga Wastewater Treatment Plant Screw Pump Replacement Project No. 24451 ("Project"), to the County for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$341,000, and the District has requested the sum of \$300,000 in CDBG funds be made available for the Project; and

WHEREAS, at a public hearing conducted on June 18, 2024, the County Board of Supervisors approved the Project on the back-up list, as part of approving the County's 2024-2025 Annual Action Plan, should funds become available; and

WHEREAS, there are now sufficient CDBG funds available to fund the next project on the back-up list, which is this Project; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the 2024-2025 Annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the District and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of the replacement of one wastewater screw pump in order to maintain current operations at the wastewater treatment plant. This existing influent screw



1 pump has exceeded its useful life and is corroded beyond repair. The project is located at the  
2 Malaga wastewater treatment plant, located northwest of the intersection of E. Central and S.  
3 Maple Avenues, in the community of Malaga.

4 B. The Project site is owned by the District.

5 C. The work to be funded with CDBG funds is as follows:

6 1. Obtain all necessary permits.

7 2. Perform all necessary design engineering, including, but not limited  
8 to, surveying, testing, preparation of plans, specifications, and cost estimates, bid documents and  
9 a cost or price analysis, review of bids and recommendation for award.

10 3. Prepare and advertise Project bid notices and award construction  
11 contracts including, but not limited to, the printing of bid documents, publishing of notices, and  
12 preparation of bid summary.

13 4. Perform all construction engineering including, but not limited to,  
14 shop drawing review and approval, contract change order preparation, surveying, staking,  
15 inspection, soil testing, materials testing, preparation of "as-built" drawings, labor compliance, and  
16 contract administration.

17 5. Provide related eligible improvements.

18 D. The Project budget is estimated by the District as follows:

19	Construction	\$226,000
20	Design & Construction Engineering	85,000
	Contingency, Permits & Misc.	<u>30,000</u>
21	Total	\$341,000

22 E. Notwithstanding District's estimates described in the above-described  
23 Project budget, payments for the Project from CDBG funds shall be limited to the District's actual  
24 costs, and in any event shall not exceed the total amount of \$300,000. In the event CDBG funds  
25 are not sufficient, the District shall in any event complete the Project using its own funds.

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1 F. The proposed funding for the Project shall be provided from the following  
2 sources:

3	CDBG	\$300,000	
	Local Financial Contribution	<u>41,000</u>	
4		Total	\$341,000

5 G. Prior to any proposed changes that may occur which would modify the  
6 scope of the Project, the District shall submit a written request to the County. The District shall  
7 send its written request to:

8 Community Development Grants  
9 County of Fresno  
10 Department of Public Works and Planning  
11 Community Development Division  
12 2220 Tulare Street, 6<sup>th</sup> Floor  
13 Fresno, CA 93721

14 If the Director of the County Department of Public Works and Planning (“Director”) determines the  
15 modified Project is still eligible under the Federal CDBG regulations, then the Director has authority  
16 to modify the scope, so long as the modifications do not change the fundamental nature of the  
17 Project. The Director shall specify in a letter to the District that such modifications to the scope of  
18 the Project are authorized, and if the District may proceed.

19 II. OBLIGATIONS OF THE COUNTY

20 A. The County shall reimburse the District up to, but not more than, \$300,000  
21 in CDBG funds for the Project for the District’s performance of its obligations under this Agreement.  
22 All funds shall be paid in accordance with Section V of this Agreement.

23 B. The County shall review, within thirty (30) calendar days of receipt from the  
24 District, the engineer selection process description and summary of the analysis, as prepared by  
25 the District, to verify that a competitive process was conducted in accordance with U.S. Department  
26 of Housing and Urban Development (HUD) procurement standards. If such conditions have been  
27 met, the Department of Public Works and Planning, Community Development Division (Division)  
28 shall specify in a letter to the District that these conditions have been met, and that the engineering  
contract can be awarded.

C. The County shall review, within forty-five (45) calendar days of receipt from  
the District, the design plans and specifications for the Project, as prepared by the District, for

1 compliance with Federal regulations, conformance with applicable code requirements sufficient to  
2 allow for construction-related permit issuance, and the total Project cost estimate, to determine  
3 whether sufficient funds are available to complete the Project. If such conditions have been met,  
4 the Division shall specify in a letter to the District that these conditions have been met and that the  
5 Project can be advertised. If such conditions have not been met, the Project will not move forward  
6 unless the District receives an approval letter from the Division.

7           D.     The County shall also review, within twenty-one (21) calendar days of  
8 receipt from the District, the name of the low bidder, and cost or price analysis of the low bid  
9 proposal prepared by the District, to determine whether the contractor will be reasonably  
10 compensated in accordance with Federal requirements, and to verify that the contractor is bonded,  
11 and has not been disbarred or suspended from participating in Federal projects. If such conditions  
12 have been met, the Division shall specify in a letter to the District that these conditions have been  
13 met, and that the contract can be awarded. If such conditions have not been met, the Project will  
14 not move forward unless the District receives an approval letter from the Division.

15           E.     The County shall attend the pre-construction meeting between the District  
16 and the contractor to discuss labor compliance requirements for the Project, Project monitoring,  
17 and to inform the District and contractor that the County will conduct field reviews to determine  
18 whether labor compliance and other conditions of the construction contract are being met.

19           F.     The County shall conduct periodic inspections of the Project, as may be  
20 required, in the determination of the County, that the intended use and group of beneficiaries of  
21 the Project, as identified by the District in the application, have not changed. Upon completion of  
22 the Project, but prior to the District's acceptance of the Project, the County shall conduct a final  
23 inspection of the Project. If such conditions have been met, the Division shall specify in a letter to  
24 the District that the conditions of this Section have been met. If such conditions have not been met,  
25 the Project will not move forward unless the District receives an approval letter from the Division.

26           G.     Notwithstanding anything to the contrary in this Section II or Section III of  
27 this Agreement, the County's determinations and actions under this Section II and Section III of  
28 this Agreement are solely for the benefit of the County, as the provider of the CDBG funding stated

1 herein, and do not relieve the District of its obligations, or lessen the District's obligations, under  
2 this Agreement.

3 III. OBLIGATIONS OF THE DISTRICT

4 A. The District shall provide any and all sums of money in excess of \$300,000  
5 which may be necessary to complete the Project. For the purposes of awarding the construction  
6 of the Project within the Agreement amount, the bid documents shall include any proposed additive  
7 or deduct alternatives.

8 B. The District shall demonstrate in writing, and to the County's satisfaction,  
9 that it has the authority, operational ability, and financial resources for maintaining the  
10 improvements constructed with CDBG funds under this Agreement, prior to award of construction  
11 of the Project.

12 C. The District shall perform, or cause to be performed, all engineering work  
13 required for the Project.

14 D. In selecting an engineer to perform any engineering work required for the  
15 Project, the District shall go through a competitive process in accordance with Chapter 4.10 of the  
16 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the  
17 engineer, the District shall prepare a written description of the process, perform a cost or price  
18 analysis, and submit the process description and summary of the analysis to the Division for  
19 review. The District shall obtain a letter from the Division specifying that the conditions of this  
20 Section have been met.

21 E. The District shall specify in agreements with its consultants that all  
22 engineering work funded with CDBG funds shall become the property of the District upon payment  
23 by the District for the cost of such engineering work.

24 F. The District shall furnish evidence, to the satisfaction of the Division, prior to  
25 the County's authorization to advertise for bids, that it has free and clear title to all parcels of real  
26 property on which Project improvements will be located, with any liens or encumbrances noted,  
27 and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses, permits,  
28 and State and local approvals required for the completion of the Project.

1           G.     Upon completion of the design engineering, the District shall submit the  
2 plans and specifications to the Division. The Division will ensure Federal CDBG requirements  
3 have been adhered to, and will review cost estimates, to ensure sufficient funds are available. The  
4 District shall obtain a letter from the Division specifying these conditions have been met, and that  
5 the District is approved to advertise for bids to construct the Project.

6           H.     The District shall advertise for bids, and shall award the construction  
7 contract to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening,  
8 the District shall notify the County of the date, time, and location of the bid opening.

9           I.     Within seven (7) calendar days following the bid opening, the District shall  
10 furnish the Division with the name of the low bidder, and cost or price analysis of the low bid  
11 proposal prepared by the District, so that the County may verify with the Labor Relations and Equal  
12 Opportunity Division of the HUD Area Office that the low bidder is bonded and has not been  
13 debarred or suspended from participating in Federal projects, and that the contractor will be  
14 reasonably compensated in accordance with Federal requirements. The District shall obtain a  
15 letter from the County specifying these conditions have been met, and that the District is approved  
16 to award the Project for construction.

17          J.     The District shall conduct a pre-construction meeting with the contractor,  
18 and shall notify the Division at least ten (10) calendar days prior to the meeting so a representative  
19 of the County may attend to discuss CDBG labor compliance requirements for the Project.

20          K.     The District shall require the contractor, and all subcontractors, to submit  
21 labor compliance documentation, including Certified Payroll, in the manner specified by the  
22 County's Labor Compliance Officer, including the use of electronic systems such as LCPTracker.

23          L.     Prior to the construction start date, the District shall give written notice  
24 thereof to the Division, to include a copy of the executed contract between the District and the  
25 Contractor and the Notice to Proceed to the Division.

26          M.     Concurrent with the submission of the first construction progress payment  
27 request, the District shall provide documentation demonstrating that all construction-related  
28 required permits have been issued by the County.

1 N. Proposed construction contract change orders shall not proceed until prior  
2 written approval has been given by the County. Request for approval of a change order(s) shall  
3 include a narrative description of the work, a cost or price analysis in accordance with HUD  
4 requirements, a map depicting the location of the work addressed with the requested change order,  
5 and a written certification from the District that the approval of the change order is consistent with  
6 the final construction cost estimate approved by the County. In addition, the District shall certify  
7 that the change order is within the scope of the Project and is necessary to complete the Project.

8 O. The District shall send its written description of the engineer selection  
9 process, cost or price analyses, design plans, specifications, name of low bidder and low bid  
10 proposal, public notices, and all written correspondence to:

11 Community Development Grants  
12 County of Fresno  
13 Department of Public Works and Planning  
14 Community Development Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

15 P. The District shall comply with the mitigation measures, conditions and notes  
16 identified in Initial Study/Environmental Assessment No. ER8161 (the "Assessment"). A copy of  
17 the Assessment shall be provided to the District.

18 Q. Upon completion of the Project, the District shall notify the Division, so a  
19 representative of the Division may perform an inspection of the Project to confirm that it was  
20 completed in accordance with the scope of work approved and authorized pursuant to this  
21 executed Agreement.

22 R. Upon approval of Project completion by the County, the District shall provide  
23 the Division with a resolution of acceptance, or similar documentation, demonstrating that the  
24 Project was completed in accordance with the scope of work approved and authorized pursuant  
25 to this executed Agreement, and any approved subsequent amendments thereto and/or change  
26 orders, and that the District has accepted the Project. Prior to the final request for payment, the  
27 District shall also provide the County with a copy of the recorded Notice of Completion (NOC), a  
28 written summary of all Project work completed with CDBG and other funds, and documentation to

1 demonstrate compliance with Section 3 of the Housing and Urban Development Act of 1968, as  
2 amended.

3           S.       During the contract period, the District shall complete and submit annually  
4 on June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM)  
5 form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The  
6 POM shall contain the following information for the County's Federal reporting purposes to the  
7 U.S. Department of Housing and Urban Development (HUD):

8                   1.       Total number of households/persons assisted.

9                   2.       Number of total households/persons assisted that:

10                   a.       Now have new access to this type of public facility or  
11                   infrastructure improvement.

12                   b.       Now have improved access to this type of public facility or  
13                   infrastructure improvement.

14                   c.       Now are served by public facility or infrastructure that is no  
15                   longer substandard.

16           T.       The District shall be responsible for maintenance of the Project after  
17 construction is completed, and shall perform such maintenance from non-CDBG resources.

18           U.       The District must inform the County in writing of any program income  
19 generated by the expenditure of CDBG funds. Any program income generated as a result of the  
20 Project must be paid to the County. For purposes of this Agreement, program income is defined  
21 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on  
22 CDBG loans. If the District contributed financially to the improvement Project, the District may  
23 retain a share of the program income in proportion to the District's contribution to the Project, after  
24 the District has provided a written accounting acceptable to the County.

25           V.       The District must obtain prior written approval from the County before  
26 making any modification or change in the use of any real property improved, in whole or in part,  
27 using CDBG funds in excess of \$25,000. The District shall provide affected citizens with notice of,  
28 and opportunity to comment on, any proposed change to the use of real property improved with

1 CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by the District  
2 for a use which does not qualify under the CDBG Program, the District shall reimburse the County  
3 in an amount equal to the current fair market value for the property, less any proportional share  
4 thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in  
5 effect for five years after the Project is completed in HUD's Integrated Disbursement and  
6 Information System (IDIS). In the event the CDBG program is closed out, the requirements of this  
7 Section shall remain in effect for activities or property funded with CDBG funds, unless action is  
8 taken by the Federal government to relieve the District of these obligations.

9 W. The District acknowledges that the County may periodically inspect the  
10 Project to ensure that the property is being used as described in this Agreement. The District  
11 agrees to provide any necessary information to the County to carry out such inspections.  
12 Furthermore, the District agrees to take corrective action if the County determines that  
13 modifications to the use and location of the Project have resulted in a violation of the Federal  
14 CDBG regulations.

15 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

16 A. The District shall, and shall cause its consultants, contractors, and  
17 subcontractors to, comply with all applicable State and Federal laws and regulations governing the  
18 Project.

19 B. The District must comply with the requirements of the Build America, Buy  
20 America (BABA) Act, 41 USC 8301 et. seq., and all applicable rules and notices, as may be  
21 amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice,  
22 "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy  
23 America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR  
24 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject  
25 to BABA requirements, unless excepted by a waiver. The District shall ensure that all plans and  
26 specifications include requirements that all construction materials subject to BABA are noted as  
27 such.

28 C. Whenever the District uses the services of a contractor, the District shall



1 require that the contractor comply with all Federal, State and local laws, ordinances, regulations,  
2 and Charter of the County of Fresno Charter provisions applicable in the performance of their work.

3 D. This Project is subject to the requirements of Section 3 of the Housing and  
4 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the District shall  
5 require the prime contractor to complete and submit documentation prior to award of the  
6 construction contract, and upon Project completion that compliance with the Section 3 of the  
7 Housing and Urban Development Act of 1968 clause have been met.

8 E. Non-Discrimination: The District agrees to comply with the non-  
9 discrimination in employment and contracting opportunities laws, regulations, and executive orders  
10 referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-  
11 discrimination provisions in Section 109 of the Housing and Community Development Act of 1974  
12 are still applicable.

13 F. Because the District is receiving at least \$100,000 for this Project from the  
14 County's CDBG Program under this Agreement, the District shall complete and submit to the  
15 Division a "Certification of Payments to Influence Federal Transactions" form and a "Standard  
16 Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the District awards a contract  
17 using at least \$100,000 of such CDBG funds, the District shall require the consultant and/or  
18 contractor and all their sub-consultants and/or subcontractors to complete and submit these two  
19 (2) forms described herein to both the District and the County.

20 G. Records Retention: The District shall retain all financial records, supporting  
21 documents, statistical records, and all other records pertinent to this Agreement for a period of four  
22 (4) years from the date of the submission of the County's consolidated annual performance and  
23 evaluation report to HUD in which the activities assisted under this Agreement are reported on for  
24 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of  
25 the records cited, and that have started before the expiration of the four-year record retention  
26 period, such records must be retained until completion of the actions and resolution of all issues,  
27 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),  
28 570.506).

1 V. PAYMENT FOR THE PROJECT

2 A. At monthly intervals, the District shall submit a written request to the County  
3 for payment of specified costs incurred in the performance of this Agreement. The request for the  
4 County to make such a payment shall be in accordance with the exemplar Project Pay Request  
5 Form, attached as Exhibit 2, and incorporated by this reference. The request shall also be  
6 accompanied by a written certification from the District that the request for payment is consistent  
7 with the amount of work that has been completed, and that the work is in accordance with the  
8 construction contract documents and this Agreement. The request for payment shall also be  
9 accompanied by documentation acceptable to the County, such as checks, invoices, or vouchers  
10 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.  
11 The first construction progress payment request shall also be accompanied by documentation  
12 demonstrating that all construction-related required permits have been issued by the County. After  
13 appropriate review and inspection, the County shall make payment from CDBG funds provided in  
14 this Agreement for all eligible costs specified herein up to the maximum amount payable under  
15 Section I.

16 B. Any savings realized in the final cost of the Project, due to Project cost  
17 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce  
18 the amount of this Project paid for with CDBG funds.

19 C. Payment for advertising and award shall be based on the actual costs of  
20 printing and noticing.

21 D. The County shall not be bound by any agreement between the District and  
22 its agents.

23 E. The County may withhold payment of the final payment request made by  
24 the District until evidence is submitted to the County that a maintenance plan has been prepared  
25 and adopted for the improvements constructed with CDBG funds.

26 F. Upon the completion of the Project, the District shall submit to the  
27 Division a written request for final payment of costs, which shall provide a detailed description  
28 of the Project pay items and costs. The final pay request shall be in accordance with Exhibit 2

1 to this Agreement. The County shall not be obligated to make any payments under this  
2 Agreement if the request for payment is submitted by the District more than sixty (60) calendar  
3 days after the NOC has been filed with the County Recorder's Office. An extension to the sixty  
4 (60) calendar day period may be granted by the Director prior to the deadline if the District can  
5 demonstrate just cause for the delay.

6 G. The County may withhold payment of the final payment request made by  
7 the District until a final POM, recorded NOC, written summary of all Project work completed with  
8 CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified in  
9 Sections III-R and IV-D, have been submitted to the County.

10 H. All requests for payment and supporting documentation shall be sent to:

11 Business Manager  
12 County of Fresno  
13 Department of Public Works and Planning  
14 Financial Services Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721  
[pwpbusinessoffice@fresnocountyca.gov](mailto:pwpbusinessoffice@fresnocountyca.gov) (if submitted by email)

15 I. The District shall establish accounting and bookkeeping procedures in  
16 accordance with standard accounting and bookkeeping practices, including, but not limited to,  
17 employee timecards, payrolls, and other records of all transactions to be paid with CDBG funds in  
18 accordance with the performance of this Agreement. All records and accounts shall be available  
19 for inspection by the County, the State of California, if applicable, the Comptroller General of the  
20 United States, and HUD or any of their duly authorized representatives, at all reasonable times for  
21 a period as specified in Section IV-G. The District shall certify accounts when required or  
22 requested by the County.

23 J. The District, as a subrecipient of Federal financial assistance, is required to  
24 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501  
25 et seq.). Whenever the District receives CDBG funds from the County for the Project, a copy of  
26 any audit performed by the District in accordance with said Act shall be forwarded to the County  
27 Community Development Grants Program Manager within nine (9) months of the end of any  
28 District fiscal year in which funds were expended and/or received for the Project. Failure to perform

1 the requisite audit functions as required by this paragraph may result in the County performing any  
2 necessary audit tasks or, at the County's option, the County contracting with a public accountant  
3 to perform the audit. All audit costs related to the District's failure to perform the requisite audit are  
4 the sole responsibility of the District, and such audit work costs incurred by the County shall be  
5 billed to the District, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the  
6 event the District is only required to perform an audit under the provisions of the Act because the  
7 District is receiving CDBG funds, the County may perform, or cause to be performed, the required  
8 audit to determine whether funds provided through this Agreement have been expended in  
9 accordance with applicable laws and regulations. Any audit-related costs incurred by the County  
10 under this provision shall be charged to the County CDBG Program. The District agrees to take  
11 prompt and appropriate corrective action on any instance of material non-compliance with  
12 applicable laws and regulations.

13 K. The District shall send a copy of the audit to:

14 Community Development Grants  
15 County of Fresno  
16 Department of Public Works and Planning  
17 Community Development Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

18 VI. INDEMNIFICATION

19 The District shall indemnify and hold harmless and defend the County (including its  
20 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,  
21 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to  
22 the County, the District, or any third party that arise from or relate to the performance or failure to  
23 perform by the District (or any of its officers, agents, subcontractors, or employees) under this  
24 Agreement. The County may conduct or participate in its own defense without affecting the  
25 District's obligation to indemnify and hold harmless or defend the County. The provisions of this  
26 Section VI shall survive the expiration or termination of this Agreement.

27 VII. TIME OF PERFORMANCE

28 A. The following schedule shall commence on the date this Agreement is

1 executed by the County:

2 1. Complete Design Engineering and Submit to the County for Review  
3 – December 2, 2024.

4 2. Complete County Review and Approval of Plans – February 20,  
5 2025.

6 3. Begin Advertising for Bids – March 3, 2025.

7 4. Award Construction Contract – May 13, 2025.

8 B. The Project shall be completed, and NOC shall be filed with the Fresno  
9 County Recorder's Office, no later than March 13, 2026.

10 C. The final POM Report, written summary of all work completed,  
11 documentation demonstrating compliance with Section 3 of the Housing and Urban Development  
12 Act of 1968, as amended, and request for final payment shall be submitted to the County no later  
13 than May 12, 2026.

14 D. The District shall give immediate written notification to the Division of any  
15 events that occur which may affect the above time schedule and completion date and the time  
16 schedule specified in the contract documents, or any event that may have significant impact upon  
17 the Project or affect the attainment of the Project's objectives. The Director is authorized to adjust  
18 the above schedule if, in the Director's judgment, any delay is beyond the control of the parties  
19 involved.

20 E. Time is of the essence in the District's performance of this Agreement.

21 VIII. BREACH OF AGREEMENT

22 In the event the District fails to comply with any of the terms of this Agreement, the  
23 County may, at its option, deem the District's failure a material breach of this Agreement, and utilize  
24 any remedies permitted by law that the County deems appropriate. Should the County deem a  
25 breach of this Agreement material, the County shall immediately be relieved of its obligations to  
26 make further payment as provided herein. Termination of this Agreement due to breach shall not,  
27 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of  
28 law or equity, including the recovery of damages. In addition to the termination of the Agreement

1 by the County due to a material breach of this Agreement by the Subrecipient, the County may  
2 also terminate this Agreement for convenience, in accordance with state and federal law.

3 IX. TERMINATION OF PROJECT

4 A. If the District wishes to cancel the Project covered by this Agreement, the  
5 District shall submit a request in writing to the Division explaining just cause for the request. The  
6 County is authorized to approve such a request if it determines there is just cause for the Project's  
7 cancellation.

8 B. If the District's request to cancel the Project covered by this Agreement is  
9 approved by the County, the District shall promptly reimburse to the County the amount of all  
10 CDBG funds provided to the District for the Project, to be used for future unincorporated area  
11 CDBG projects.

12 X. VENUE; GOVERNING LAW

13 Venue for any action arising out of or relating to this Agreement shall only be in  
14 Fresno County, California. The rights and obligations of the parties and all interpretation and  
15 performance of this Agreement shall be governed in all respects by the laws of the State of  
16 California.

17 XI. ENTIRE AGREEMENT

18 This Agreement constitutes the entire agreement between the District and the  
19 County with respect to the subject matter hereof, and supersedes all previous negotiations,  
20 proposals, commitments, writings, advertisements, publications, and understandings of any nature  
21 whatsoever unless expressly included in this Agreement.

22 XII. NO THIRD-PARTY BENEFICIARIES

23 This Agreement does not and is not intended to create any rights or obligations for  
24 any persons or entity except the parties. This Agreement is solely for the benefit of the County and  
25 the District and HUD, and there are no [other] intended third party beneficiaries of this Agreement.

26 XIII. AUTHORIZED SIGNATURES

27 The District represents and warrants to the County that:  
28

1           A.     The District is duly authorized and empowered to sign and perform its  
2 obligations under this Agreement.

3           B.     The individual signing this Agreement on behalf of the District is duly  
4 authorized to do so and his or her signature on this Agreement legally binds the District to the  
5 terms of this Agreement.

6       XIV.     ELECTRONIC SIGNATURES

7           The parties agree that this Agreement may be executed by electronic signature as  
8 provided in this section.

9           A.     An “electronic signature” means any symbol or process intended by an  
10 individual signing this Agreement to represent their signature, including but not limited to (1) a  
11 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
12 scanned and transmitted (for example by PDF document) version of an original handwritten  
13 signature.

14          B.     Each electronic signature affixed or attached to this Agreement (1) is  
15 deemed equivalent to a valid original handwritten signature of the person signing this  
16 Agreement for all purposes, including but not limited to evidentiary proof in any administrative  
17 or judicial proceeding, and (2) has the same force and effect as the valid original handwritten  
18 signature of that person.

19          C.     The provisions of this section satisfy the requirements of Civil Code  
20 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division  
21 3, Part 2, Title 2.5, beginning with section 1633.1).

22          D.     Each party using a digital signature represents that it has undertaken  
23 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs  
24 (1) through (5), and agrees that each other party may rely upon that representation.

25          E.     This Agreement is not conditioned upon the parties conducting the  
26 transactions under it by electronic means and either party may sign this Agreement with an  
27 original handwritten signature.

28       ///

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on page  
2 one of this Agreement.

3  
4 MALAGA COUNTY WATER DISTRICT

COUNTY OF FRESNO

5 By: \_\_\_\_\_  
6 Charles E. Garabedian, Jr., President  
7 Board of Directors

\_\_\_\_\_  
Nathan Magsig, Chairman of the  
Board of Supervisors of the  
County of Fresno

8 Date: \_\_\_\_\_

Date: \_\_\_\_\_

9

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10

11

12

By: \_\_\_\_\_  
Deputy

13

14

15

16

17

18 FUND NO: 0001  
19 SUBCLASS NO: 10000  
20 ORG NO: 7205  
ACCOUNT NO: 7885  
PROJECT NO: N24451  
ACTIVITY CODE: 7219

REMIT TO:  
Malaga County Water District  
Attention: Charles E. Garabedian, Jr.,  
President, Board of Directors  
3580 S. Frank Street  
Fresno, CA 93725  
Telephone: (559) 485-7353

21

22

23

24

JA:JN  
G:\7205ComDev\Agendas-Agreements\2024\0910 Malaga Wastewater Treatment Plant Screw Pump Replacement, 24451\_AGT.docx  
July 12, 2024

25

26

27

28



**Exhibit 1**  
**County of Fresno**  
**Project Outcome Measurement Report**

Project #: 24451

Project Name: Malaga Wastewater Treatment Plant Screw  
Pump Replacement

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requests that you provide the following information:

1. Years Reported: \_\_\_\_\_ through \_\_\_\_\_
2. Enter the number of persons assisted that:
  - a. Now have **new access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
  - b. Now have **improved access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
  - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: \_\_\_\_\_ or N/A  
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: \_\_\_\_\_
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Form Completed By: \_\_\_\_\_

**Exhibit 2**

**Project Pay Request**

Date

Business Manager  
County of Fresno  
Department of Public Works and Planning  
Financial Services Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

Subject: Request for Payment, CDBG Project No. \_\_\_\_\_  
<District Name>  
<Project Title>

In accordance with the executed Agreement for the above-referenced project, the <District Name> is requesting payment of \$\_\_\_\_\_ for project costs.

The District certifies that this request for payment is consistent with the amount of work that has been completed to date, performed in accordance with the construction contract documents and the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

Payee	Invoice #	Amount
-------	-----------	--------

Sincerely,

<District Manager>  
<District Name>

Enclosure(s)



# MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 - FAX: 559-485-7319

**item 5.d.**

## BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR. PRESIDENT    SALVADOR CERRILLO VICE-PRESIDENT    IRMA CASTANEDA DIRECTOR    FRANK CERRILLO JR. DIRECTOR    CARLOS TOVAR JR. DIRECTOR

County of Fresno  
ARPA SLFRF Coordinator  
2281 Tulare Street, Room 304  
Fresno, CA 93721

**RE: Malaga County Water District  
Malaga County Well Project (Well 5A) Agreement No. 24-186 Bid Summary and  
proposed Line-Item Budget Adjustment**

The bid opening for the Malaga County Water District (MCWD) Well 5A Improvements Project was held on Wednesday August 7, 2024, at 2:00 p.m. at the office of the Malaga County Water District located at 3580 S. Frank Ave, Fresno CA 93725. Four bids were received and opened; we have reviewed the bids, and a summary of our review is provided below for consideration by the County of Fresno. A copy of the bid package from the apparent low bidder will be provided to County under separate cover.

**Review of Bid Packages:**

Bids were received from the following contractors: Steve Dovali Construction, Inc., HPS Plumbing Services, Inc., West Valley Construction, and Koch and Koch Inc. The bid packages have been reviewed to determine if all required documents were included. The apparent low bidder, Steve Dovali Construction, Inc., included all required bid documents and is therefore considered the lowest responsive bidder.

**Evaluation of Bids:**

A summary of the bids received is provided in the attached canvass of bids (**Exhibit A**). The bid documents state that if the total cost of any item or the total Base bid is inconsistent with the Unit Cost, the Unit Cost shall prevail. The bid schedule was reviewed and checked accordingly for mathematical errors. The total bid amount provided by Steve Dovali Construction, Inc., did not contain any errors.

The bid documents state that the project will be awarded to the lowest responsive bidder based on the Well 5A **base bid**. The total base bid amount received from each bidder is listed below:

Bidder	Base Bid Amount
Grant Budget for Construction Well 5A	\$3,500,000.00
Steve Dovali Construction, Inc.	<b>\$3,233,052.00</b>
HPS Plumbing Services, Inc.	\$4,115,220.00
West Valley Construction	\$3,472,130.00
Koch and Koch, Inc.	\$3,925,873.00

**Add Alternative Bid Items:**

The District would like to add to the project the Add Alternative item A-1, if authorized by the County. See the below breakdown of the apparent low bidder Add Alternative A-1:

Bidder	Add Alternatives Bid Amount
F&I Generator and Automatic Transfer Switch	\$467,897.00

**Project Budget:**

The construction line item in the funding agreement (Agreement No. 24-186) for the Project totaled **\$4,329,561.33**. This cost included project administration, final design and environmental documentation, contract services, construction administration, construction, and operation and maintenance manual creation. Below is a breakdown of the funding agreement budget:

***Well 5A Breakdown***

<b><i>Current Funding Breakdown</i></b>	
<b>Task 1: Final Design and Final Environmental Review</b>	\$ 177,693.00
<b>Task 2: State Department of Drinking Water Advertisement</b>	\$ 14,668.00
<b>Task 3: Construction</b>	\$ 3,500,000
<b>Task 4: Construction Administration</b>	\$ 39,712.00
<b>Task 5: Construction Review</b>	\$ 200,000.00
<b>Task 6: Operations and Maintenance Manual</b>	\$ 13,970.00
<b>Task 7: Funding Administration</b>	\$ 30,000.00
<b>Task 8: Project Management</b>	\$ 50,000.00
<b>Task 9 Project Contingency</b>	\$ 303,518.33
<b>Current Funding Agreement Total:</b>	<b>\$ 4,329,561.33</b>

The lowest responsive base bid is **\$3,233,052.00**. The amount allowed in the current funding agreement is **\$3,500,000.00**. This yields a net availability of \$266,948.00. The total bid with add alternatives is **\$3,700,931.00**. The construction contingency amount in the funding agreement is \$303,518.33. It is requested to move funds from the construction contingency line item to the construction line item, in order to install the Generator at the Well site. This would leave **\$102,587.33** in the contingency and would not require a change to the funding agreement budget.

Please see the suggested revised Funding Breakdown below:

<b><i>Updated Well 5A Funding Breakdown based on Bid Results and Scope Amendment</i></b>	
<b>Task 1: Final Design and Final Environmental Review</b>	\$ 177,693.00
<b>Task 2: State Department of Drinking Water Advertisement</b>	\$ 14,668.00
<b>Task 3: Construction</b>	<b>\$ 3,233,052.00</b>
<b>Total Additive Bid Item 1A</b>	<b>\$ 467,897.00</b>
<b>Task 4: Construction Administration</b>	\$ 39,712.00
<b>Task 5: Construction Review</b>	\$ 200,000.00
<b>Task 6: Operations and Maintenance Manual</b>	\$ 13,970.00
<b>Task 7: Funding Administration</b>	\$ 30,000.00

<b>Task 8: Project Management</b>	<b>\$ 50,000.00</b>
<b>Task 9 Project Contingency</b>	<b>\$ 102,587.33</b>
<b>Total Funding Required:</b>	<b>\$ 4,329,561.33</b>
<b>Total Grant currently</b>	<b>\$ 4,329,561.33</b>
<b>Total Additional Funds Needed</b>	<b>\$ 0</b>

If the County authorizes the adjustment of budgets for Tasks 3 and 9, MCWD can proceed with award of the contract. Please note that the bids are time-sensitive and the Construction Documents state that award would be made within 60 calendar days from the bid opening.

**Project Schedule:**

Per the executed funding agreement, “Task 3: Construction” end date is December 31, 2026 for the Project (Agreement No. 24-186). Construction schedule noted in the bid documents is 400 days from the date of the Notice of Proceed. There is no request for an extension to the schedule at this time.

Attachment: Exhibit A, Canvass of Bids  
Complete Bid Package of Steve Dovali Construction



# CHECK SIGNATURE AUTHORIZATION



DATE: \_\_\_\_\_

## item 5.e.

COMPANY CODE \_\_\_\_\_ COMPANY NAME \_\_\_\_\_

PLEASE ENTER **ALL** THE COMPANY CODES FOR WHICH THIS SIGNATURE FACSIMILE IS TO BE USED:

NEW - 1ST PROCESSING DATE \_\_\_\_\_  CHANGE  TRANSFER

ADPCheck Please check for ADPCheck only (The client's signature will appear with the ADP Authorized Signature)

CHECK STUFFING  YES

COMPLETE THE CHECK SIGNATURE AUTHORIZATION AS FOLLOWS:

THE SECTION BELOW SHOULD BE FILLED OUT BY THE PERSON(S) WHOSE NAME IS TO APPEAR ON YOUR COMPANIES' CHECKS. BY SIGNING BELOW, EACH SUCH PERSON HEREBY AUTHORIZES ADP TO SIGN THE COMPANIES' CHECKS USING FACSIMILES OF THE SIGNATURES BELOW AND CERTIFIES THAT IT IS AN AUTHORIZED SIGNATORY OF THE COMPANIES.

- A. PLEASE PRINT THE CHECK SIGNER'S NAME CLEARLY IN THE SPACE PROVIDED (BELOW #1).
- B. PLEASE USE A DARK BLACK INK PEN (FELT TIP FINE LINE OR LIQUID INK IS PREFERABLE). DO NOT USE BLUE INK. PLEASE SIGN ALL THREE (3) SIGNATURE AREAS (BELOW #2). USE THE THREE BLOCKS TO THE LEFT FOR ONE LINE SIGNATURES OR THE THREE BLOCKS TO THE RIGHT FOR TWO LINE SIGNATURES. SIGNATURES MUST BE WITHIN THE BLOCK MARGINS. ANY PART OF THE SIGNATURE OUTSIDE THE SIGNATURE BLOCK WILL CAUSE THAT SIGNATURE TO BE UNACCEPTABLE.

- EXTRA TEXT UNDER 1ST SIGNATURE LINE (i.e. Title) \_\_\_\_\_
- EXTRA TEXT UNDER 2ND SIGNATURE LINE (i.e. Title) \_\_\_\_\_

1. PRINTED NAME(S): \_\_\_\_\_

2. SIGNED NAME(S):  
(FOR ONE LINE SIGNATURE) (FOR TWO LINE SIGNATURES)

--	--	--	--

--	--	--	--

--	--	--	--

(EXAMPLE)

(EXAMPLE)


*Your Signature*

*Jane Doe  
John Doe*

YOUR ADP REPRESENTATIVE WILL INFORM YOU OF THE DATE WHEN CHECK SIGNING WILL BECOME EFFECTIVE.

# PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700  
www.provostandpritchard.com

## item 5.f.

August 9, 2024

Rayna Rodriguez, Planner  
County of Fresno, Department of Public Works and Planning  
2220 Tulare St. 6<sup>th</sup> Floor  
Fresno, CA 93721

RE: Site Plan Review No. 8400  
Proposed Manufactured Home on Parcel with Existing Single-Family Residence  
3754 S. Calvin, Fresno, CA 93725  
Malaga County Water District

The following are comments concerning the subject application:

1. A deposit of \$1,000 is required by the MCWD to initiate the review and comment efforts for the proposed development. The applicant will be invoiced for any costs incurred by the MCWD beyond the initial deposit.
2. The proposed project is a new 12' tall, manufactured home to be constructed on a parcel with an existing single-family residence along with associated parking area and various landscape improvements.
3. The property is within the boundary of the MCWD and is subject to MCWD requirements associated with water and sewer services.
4. There is an existing 6-inch sewer main that is located in the alley northeast of the property. There is an existing 6-inch water main that is located in S. Calvin Avenue. The application is silent on if additional services are being requested for the new manufactured home.
5. The proposed development would be required to submit an application for service and follow the steps outlined in the Malaga County Water District development checklist to obtain the required permits and services. The application will require a site plan with definition of on-site and off-site utilities. Water service connections shall be in accordance with MCWD Standards. The applicant may obtain a copy of the checklist from the District Office at 3580 S. Frank Street, Fresno, CA 93725.
6. MCWD facilities shall be protected and accessible at all times.
7. Storm water shall not be discharged to the sanitary sewer system.
8. Fees associated with District review of construction improvements shall be determined upon receipt of the plans for construction and an engineer's opinion of probable construction cost for the water and sewer improvements.
9. The applicant is responsible to determine if there are requirements of the fire department

\\ppeng.com\pzdata\clients\Malaga CWD - 1057\1057OG01\_Ongoing\600\602.03 SPR 8400 3746 S Calvin\2024-0809 draft response.docx



Sincerely,

Michael G. Taylor, P.E.

Maija Madec, P.E.  
District Engineer

cc: Michael Slater, Costanzo and Associates

PROVOST&PRITCHARD  
CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700  
www.provostandpritchard.com

**item 5.g.**

August 5, 2024

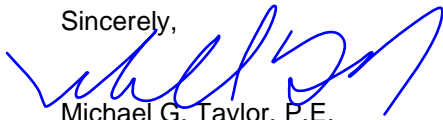
Mr. Ejaz Ahmad, Planner  
County of Fresno, Department of Public Works  
2220 Tulare Street, Sixth Floor  
Fresno, CA 93721

RE: Amendment Application (AA) No. 3842  
Initial Study (IS) Application No. 7879  
Conditional Use Permit Application No. 3682  
APN 316-071-75, 316-071-36, 37, 38  
Malaga County Water District

On behalf of Malaga County Water District, the following are comments concerning the subject application:

1. The request to rezone the property was routed to various agencies on July 25, 2024, and it is understood that the project has been scaled down from the original submission in 2020. Nonetheless, the property is beyond the limits of the Malaga County Water District. The Malaga County Water District has no jurisdiction or comment regarding the requested rezone.
2. The request to rezone the property was received by Malaga County Water District on March 9, 2021. A response was submitted on March 26, 2021.
3. The City of Fresno and the Malaga County Water District entered into a Memorandum of Understanding in 2016 regarding the potential for the Malaga County Water District to provide water service to properties on the north side of North Avenue between Maple Avenue and Minnewawa Avenue, if circumstances warrant. The site is within the area identified by the Memorandum of Understanding.
4. The Malaga County Water District presently provides a fire line to the property that was developed in 2015. It is understood from the Operational Statement that the existing water supply well will be used for potable water service.
5. The proposed expansion of manufacturing facilities will impose a significant increase to fire service demands.
6. If the proposed rezone and subsequent development proceed, it would be necessary for the owner and the City to determine if the existing fire service line would remain in service, and if so, what the new fire line demands may be. It is possible that the on-site fire line facilities may need to be improved to include a tank and fire pump to provide sufficient fire flow for the expanded facilities. A specific request would be required to be submitted to the Malaga County Water District. The Malaga County Water District would respond relative to any limits or restrictions relative to fire service capacity.

Sincerely,



Michael G. Taylor, P.E.

Maija Madec, P.E.  
District Engineer

cc: Michael Slater, Costanzo and Associates

\\ppeng.com\pzdata\clients\Malaga CWD - 1057\1057OG01\_Ongoing\600\601.16 North Ave and Peach Ave Agroplantae\2024\20240802 response.docx

**MALAGA COUNTY WATER DISTRICT**

Between Malaga County Water District (District) and Provost & Pritchard Consulting Group (Consultant).

**SCOPE OF WORK**

The State Water Resources Control Board Division of Drinking Water (DDW) requires community water systems to provide customers with an annual Consumer Confidence Report (CCR). The CCR includes information about the water system, water sources, level of detected contaminants, water quality compliance/ violation, and some educational information. The CCR is intended to inform your customers of the quality of the water served in the previous calendar year (January 1, 2023 – December 31, 2023).

It is understood that the District would like assistance with preparation of the CCR this year, due to staffing changes. A budget is included below for your consideration. It is proposed that Provost & Pritchard is retained on a time and materials basis to perform the basic services described below.

**Phase – Consumer Confidence Report**

- Compile water quality data for January 1, 2023 – December 31, 2023
- For water quality parameters that were not monitored in 2023, compile previous year data
- Tabulate required information for each water quality parameter, included sample date, level detected, ranges of detection, MCL, etc.
- Prepare CCR based on 2023 CCR template document, with the compiled data and related narrative
- Submit to the District for review

Once the CCR is complete, the District is responsible for distributing the CCR to its customers, and submitting it to DDW.

**SCHEDULE**

Once we receive the signed contract and are authorized to proceed, we will begin work. Provost & Pritchard will prepare and submit the CCR within four (4) weeks of authorization.

**FEES**

Estimated fees to prepare the CCR and submit to the District for approval is \$5,000.

Malaga County Water District

Provost & Pritchard Consulting Group

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Principal Engineer

Date: \_\_\_\_\_

Date: 8/9/2024

**TASK ORDER 24-\_\_**

**MALAGA COUNTY WATER DISTRICT**

Between Malaga County Water District (District) and Provost & Pritchard Consulting Group (Consultant).

**SCOPE OF WORK**

It is understood that the State Water Resources Control Board Division of Drinking Water (DDW) requires the District to prepare a plan for the destruction of inactive wells. A Draft Plan for the Destruction of Inactive Wells was prepared in 2020. This plan will be updated to reflect current conditions and activities included in current construction projects. A budget is included below for your consideration. It is proposed that Provost & Pritchard is retained on a time and materials basis to perform the basic services described below.

**Phase – Plan for the Destruction of Inactive Wells**

- Review the following for each inactive well:
  - Existing facilities
  - Well construction details
  - Potential uses for the site
  - Description of actions, including well destruction, removal of surface improvements, and restoration of the property surface
- Prepare a cost opinion
- Identify potential sources of funding
- Prepare a proposed schedule of actions
- Compile a Plan for the Destruction of Inactive Wells (report)
- Submit to the District for review
- Finalize and submit to DDW

Once prepared, the Plan may be utilized to seek funding assistance for the recommended destruction activities. It is recommended that the District seek support from DDW for a funding project.

**SCHEDULE**

Once we receive the signed contract and are authorized to proceed, we will begin work. Provost & Pritchard will prepare and submit the Plan for the Destruction of Inactive Wells within eight (8) weeks of authorization.

**FEES**

Estimated fees to prepare the Plan and submit to the District for approval is \$3,500.

Malaga County Water District

Provost & Pritchard Consulting Group

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Title: Principal Engineer

Date: \_\_\_\_\_

Date: 8/9/2024



**REGULAR BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK AVENUE**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, July 23, 2024 at 6:00PM**

**item 13.a.**

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

*Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.*

**1. Call to Order: 6:00pm**

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

**All present.**

**Also present: Neal Costanzo and Norma Melendez**

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

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

- a. Minutes of the Regular Board Meeting of July 9, 2024.
- b. Minutes of the Special Board Meeting of July 16, 2024.

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

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

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

**6. New Business:**

- a. **Resolution 07-23-2024; COI Code.** Provided is the 2024 Local Agency Biennial Notice. Staff has reviewed the district's current code which shows no amendment is necessary. Notice must be submitted to Fresno County no later than August 1, 2024.

Recommended Action: To approve Resolution No. 07-23-2024 authorizing the Acting General Managers to sign the Local Agency Biennial Notice and forward notice to the Clerk of the Board of Supervisors.

**Motion by Director Castaneda; Second by Vice President Cerrillo and by a 5-0 vote to approve Resolution 07-23-2024 and to forward the COI notice to the Clerk of the Board of Supervisors.**

- b. **Resolution 07-23-2024A.** An agreement between the Fresno County Registrar of Voters and the Malaga CWD to provide County access to and usage of the Arriaga Community Center and parking lot for the General Election of November 5, 2024. This includes four days of usage from November 2<sup>nd</sup> to November 4<sup>th</sup> from 9:00am to 5:00pm and November 5<sup>th</sup> from 7:00am to 8:00pm. Conditions include secure storage area to store voting equipment and supplies up to 5-days prior to the first Voting Day and during the Voting Days.

Recommended action: to approve Resolution No. 07-23-2024A to authorize President Charles Garabedian, Jr. to sign and enter an agreement with the Fresno County Elections Department to use the Arriaga Community Center as a voting center.

**The Directors are pleased to have a vote center back in Malaga after many years. President Garabedian, Jr. would like to thank Vice President Cerrillo for meeting with the Vote Center Representatives from Fresno County and updating necessary details to the center to be compliant with the requirements needed to move forward with the agreement.**

**Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve the agreement with the Fresno County Registrar of Voters for the use of the community center for the 2024 General Election of November 5<sup>th</sup>.**

**7. Recreation Reports:**

Director Castaneda reported that the recreation bingo will be held August 7. Soft tacos will be served. The 50's dance is scheduled for August 10 from 7:00pm to midnight. Due to lack of participation, the committee is considering cancelling the yard sale event that is scheduled for August 28. The decision will be finalized at their recreation meeting in August.

Vice President Cerrillo reported that he will seek donations for Fiesta Day and that the recreation committee will also be selling food during the event.

Public Comment: Miguel Alvarez asked if there is a financial impact when holding an event that is free of charge to the community. President Garabedian, Jr. clarified that the free events are often times subsidized by donations from the recreation committee or donations that the district solicits. Tax revenue also helps with running the programs.

**8. Engineer Reports:**

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

**9. General Manager's Report:**

President Garabedian, Jr. reported he attended a meeting with the State Water Resources Control Board on 7/22/24 as they visited several sampling locations throughout the district. The President also informed the board that the loan with Oppenheimer got approved and that there will be a bid opening for the Well 5A project on August 7 at

2:00pm at the district office. Once Well 3A and Well 5A are completed, the district will have five functioning wells.

Vice President Cerrillo reported that the youth alley clean up will come to an end on July 26 and that staff repaired a leaking valve over the weekend and water had to be shut off. Affected businesses were notified of this repair.

10. President's Report: refer to GM Report

11. Vice President's Report: refer to GM Report

12. Director's Reports:

Director Cerrillo, Jr. mentioned to the board that the park is looking nice and well kept and thanks the President and Vice President, along with Legal Counsel and staff for all the hard work.

Director Castaneda reported that other communities, just like Malaga, have their own version of the Alley Clean-Up. She is happy to see that there are communities that allow the youth to help beautify the place that they live.

13. Legal Counsel Report: Comments reserved for closed session.

14. Communications:

a. Written Communications:

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

Miguel Alvarez stated he wanted to further understand what other cost saving measures are available, if any, to help the district. The only thing that came that the district could review would be the insurance plan that the district has for the employees as the district pays 100%. There could be some savings in that department as he doesn't know any other company offering this kind of insurance plan for their employees. The President responded by saying that the district employees' salaries are low, therefore being able to provide this insurance plan is an incentive for the longevity of employment, and in the long run it balances financially.

15. Closed Session:

a. Personnel (Government Code Section 54957).

16. Adjournment: 6:59pm

Motion by Vice President Cerrillo, Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 7:35pm

### **Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Regular Meeting of the Board of Directors of July 23, 2024 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 08/14/2024.

*Norma Melendez*, District Clerk





**SPECIAL BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**PROP 218 PUBLIC HEARING**  
**3580 S FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, July 30, 2024 at 6:00PM**

**item 13.b.**

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

- ❖ Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.

**1. Call to Order: 6:00pm**

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

**Also present: Neal Costanzo, Norma Melendez and Michael Slater**

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

**4. Old Business:** *None for this meeting.*

**5. New Business:**

**a. Public Hearing on Proposed New Water Rates and Consideration and Necessary Action on Resolution No. 7/30/2024, Approving the Proposed New Rates.**

Pursuant to the requirements of Proposition 218 (California Constitution Article XIII(D)), notice of this public hearing was given by mail on or about June 14, 2024, in English and Spanish. A copy of the Notice and the rate study are included in the agenda packet. Resolution No. 7/30/2024 would approve the proposed water and sewer rates as set forth in the public notice effective August 1, 2024.

Recommended action: to hold public hearing and approve resolution 07-30-2024.

**Public comment opened at 6:01pm.**

**1. Nelam from Fresno Truck Wash is against the rate increase as she feels this rate increase could make or break her business. Their rates will have to go up, and their customers may not want to pay those higher rates.**

**Margaret, from Fresno Truck Wash, added that the majority of the businesses in the district are small, and if rates go up as high as it's listed on the notice, these businesses will leave Malaga, and that revenue would be gone. She wouldn't be opposed to a rate increase if it was a small increase, with small yearly increments, but the increase the district requesting is too high.**

***As this protest falls under the same parcel, it will count as 1 protest.***

2. **Salvador Cerrillo, Jr., a resident of Malaga, is unopposed to the rate increase and would like to thank the board for everything they do for the district.**
3. **Adriana Castaneda, a resident of Malaga, is unopposed to the rate increase as she understands that the increase will be a benefit for Malaga's water infrastructure, water quality and a benefit for the future of the community.**
4. **Miguel Alvarez, a concerned citizen, understands the district has no choice but to move forward with the rate increase, but moving forward there needs to be some awareness of how money is spent and where it's being spent.**
5. **Estela Garcia, a resident of Malaga, is against the rate increase since she is on a fixed income. Her water bill is already high and cannot afford a higher bill.**

**Public hearing comments closed at 6:12p.m.**

**The Vice President noted that there hadn't been a rate increase since 2017 due to the fact they were led to believe there was no need for the rate increase. This rate increase is not something the board wishes to do, but it is necessary in order to maintain the district in its existence. The President agrees with the Vice President and added that the district can start looking into a collaboration with the businesses within the district in regards to water saving, conservation methods.**

**Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to approve Resolution 07-30-2024, approving the proposed rate which will come to effect August 1, 2024. No written protests, and a total of two (2) protests received during the public hearing.**

- b. **Resolution No. 07-30-2024A.** A resolution adopting and amending the District's Master Fee Schedule of Fees, Charges, Penalties and Recovered Costs.

Recommended action: To approve resolution 07-30-2024A as presented or amended.

**Motion by Vice President Cerrillo, Second by Director Tovar, Jr. and by a 5-0 vote to approve Resolution 07-30-2024A, adopting and amending the District's Master Fee Schedule Fees, Charges, Penalties and Recovered Costs.**

- c. **WWTP Nitrogen Reduction CDBG Project.** Consideration and necessary action to authorize the President to sign a letter to Fresno County requesting a time extension on the WWTP Nitrogen Reduction CDBG Project. The District received a CDBG grant to fund certain projects at the WWTP to meet new nitrogen standards. The project has been delayed due to having to re-bid the Project to meet budget requirements.

Recommended Action: to approve authorizing the President to sign the letter included in the agenda packet requesting an extension of time to complete the CDBG Nitrogen Reduction Project.

**Public Comment:** Miguel Alvarez asked what percentage the district is delinquent and how is the nitrogen measured as he is not familiar. Legal counsel is not familiar with the numbers of measurement and clarified that the district is not delinquent and added that the California Water Board, thought their CV Salts program set the

limits that will be enforced in the future. This CDBG grant helps the district make the necessary adjustments to be ready for when the new limits are enforced.

Motion by Vice President Cerrillo, Second by Director Castaneda and by a 5-0 to authorize the President to sign the letter to request an extension of time to complete the CDBG Nitrogen Reduction Project.

**6. Communications:**

c. Written Communications:

1. **Correspondence received after the posting of the meeting. CDBG Engineer requests that the district holds a public hearing on August 13 to select a project to submit for the 2025-2026 CDBG application. The President recommends adding this item to the next agenda.**

d. Public Comment:

1. **Miguel Alvarez asked why it takes so long to complete the CDBG projects and if at any point these grants can be taken away. President Garabedian, Jr. clarified that the CDBG application process takes time as you must go through the motions with the County of Fresno and the grants can be taken away only if the entity does not follow the rules and regulations set in place after signing the agreement with Fresno County.**

**7. Closed Session: none for this meeting**

**8. Adjournment:**

**Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to adjourn the meeting at 6:23pm.**

**Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Special Board Meeting of the Board of Directors of July 30, 2024, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. 8/14/2024.

*Norma Melendez*

Norma Melendez, District Clerk

July 31<sup>st</sup>, 2024

Dear Valued UniFirst Customer,

Thank you for choosing UniFirst as your trusted uniform rental and facility service partner. Your satisfaction is our top priority, and we value our partnership with you.

Due to continued inflation impacting labor, raw materials, and energy costs, we must make necessary price adjustments. Starting on August 06, 2024, there will be a price increase on your UniFirst invoices. This adjustment helps us continue providing the quality services and products on which you rely.

When it comes to your managed uniform and business service programs, we understand that you have choices. We sincerely appreciate your understanding and continued support during these times. Your support allows us to navigate this challenging environment and continue providing industry-leading service levels.

If you have any questions or suggestions on how we can further improve, please feel free to reach out to me directly at 559-233-0400 or speak with your dedicated UniFirst Route Service Representative. Thank you once again for your trust and continued partnership.

Sincerely,

Christopher Kenner  
Route Service Manager

