



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, October 13, 2026 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.

Join Zoom Meeting:

<https://us06web.zoom.us/j/86959053375?pwd=UwH9JcbaUPg4MYV9jLDaf6hMEyRIEa.1>

Meeting chat link:

<https://us06web.zoom.us/jc/86959053375>

One tap mobile: +16699006833 US (San Jose) or +16694449171 US

Meeting ID: 869 5905 3375

Passcode: 101326

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. **Humana Renewal.** Review and consideration of renewal terms for vision, dental, and life insurance plans effective December 1, 2026. While dental rates are subject to an initial 13% increase, the Employee Benefits Account Manager has negotiated options to either reduce the increase to 10% (a 3% reduction) or secure a two-year rate guarantee. Additionally, the representative is available to present alternative plan options for consideration.

Recommended action: for discussion and potential action.

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

- b. **Security Cameras at Malaga Park.** A quote was submitted by Apex General, Inc. for the installation and configuration of a cellular security camera system. The total price for this project is \$3,282.00. This system will require a separate cellular data plan, SIM fees and cloud subscriptions along with a new 120V electrical component (excluded from the quote). Installation includes a 1-year labor warranty for installation workmanship. Equipment is covered under manufacturer warranties).

Recommended action: Consider approving the agreement.

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

6. Recreation Reports:

- a. **Halloween Program.** Raffle donations.

7. Engineer Reports:

- a. District Engineer Report. **Items included under the consent agenda item.**
- b. CDBG Engineer Report:
 - i. The County has approved a second time extension for the Malaga Wastewater Treatment Plant Screw Pump Replacement project (CDBG No. 24451 / Agreement No. A-24-535). Construction was delayed due to extended lead times for additional parts (grouting belts, sheaves, and screed bars) not included in the original purchase order. Construction is substantially complete; the extra time is required for final inspections and District acceptance.

8. General Manager's Report:

9. President's Report:

10. Vice President's Report:

11. Director's Reports:

12. Legal Counsel Report:

13. Communications:

- a. Written Communications:
 - 1. **United Health Care Plan Change.** We received notice from UnitedHealthcare (UHC) that the District's current plan will be discontinued next year. UHC will recommend comparable options with similar benefits; however, if no selection is made, the District will automatically roll over into the UHC-recommended plan. Detailed plan information is not yet available and will be shared as soon as it is provided.
- 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.*

14. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed

from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Accounts Payable Report. Approve accounts payable list and authorize payment.
- b. Resolution 10-13-2026 a resolution of the Board of Directors amending bank account signors.
- c. Site Plan Review 8142-R – 4492 S. Chestnut Avenue District engineers draft comments.
- d. Will Serve Letters: Approve draft will serve letters prepared by the District Engineer.
 1. Will-Serve Extension – 3570 S Calvin Ave.
 2. Will-Serve Request – 3531 S. Frank Ave.

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

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

15. Closed Session: None for this meeting.

16. Adjournment:

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

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of October 13, 2026 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 10/09/2026.

Norma Melendez, District Clerk

September 16, 2026

DIBUDUO & DEFENDIS INSURANCE BROKERS LLC
6873 N WEST AVE
SUITE 101
FRESNO CA 93711-4308

Company Name: MALAGA COUNTY WATER DISTR
Group ID(s): 415394
Renewal Date: 12/01/2026

Important information regarding your coverage

Dear Maria Lopez:

Thank you for choosing Humana. We value your business and are committed to providing products and services that keep pace with your employees' evolving needs.

This letter contains information about your Humana plan(s). One or more of your plan(s) and/or rates are scheduled for a change on the renewal date noted above. Please review the plan benefit and rate information contained in this letter. No further action is needed to accept the changes outlined.

Please note: Premium rates provided to you are subject to review by Humana. If the rates described herein are subsequently modified, Humana will promptly advise you of the change.

To view your plan information and make any changes, go to the secure employer section on [Humana.com](https://www.humana.com), select the Benefit Center tab located at the top of the page. You'll also find interactive tools to help you make benefit selections. Or you can contact your agent, CHRISTOPHER S PETERS at (559) 437-6742 to discuss the best benefit solution for your group.

By renewing your coverage with Humana, you attest that all enrolled members are eligible for coverage, as defined by your contract with Humana. If any member of your group has a change of eligibility status it is your responsibility to notify Humana accordingly. If a member's status changes and you fail to notify Humana, claims may be affected.

Health and well-being are at the core of everything we do. Our mission is to help people achieve lifelong well-being. We truly appreciate the opportunity to provide benefits to you and your employees and play a role in your journey to optimal health.

Our health benefit plans have exclusions and limitations and terms under which the coverage may be continued in force or discontinued. For costs and complete details of the coverage, call or write your Humana insurance agent or broker.

Sincerely,

Your Humana Sales Team

At A Glance...

Dental

	Current Plan
Plan Name:	CA TRP O2K U&C + 100/80/50 In 100/80/50 Out
Perio/Endo:	See Pln Summary
Deductible:	\$50/\$50
Annual Max:	\$2,000
Optional Benefits:	PERIODONTICS IN BASIC, ENDODONTICS IN BASIC, \$2000 ADULT/CHILD ORTHO
Association Name:	N/A
Other Options:	Open Enrollment
Monthly Dental Premium:	Current \$721.02
	New \$814.88

+ \$93.86 (13%)

	Current Plan
Plan Name:	CA TRP O2K U&C + 100/80/50 In 100/80/50 Out
Perio/Endo:	See Pln Summary
Deductible:	\$50/\$50
Annual Max:	\$5,000
Optional Benefits:	PERIODONTICS IN BASIC, ENDODONTICS IN BASIC, \$2000 ADULT/CHILD ORTHO
Association Name:	N/A
Other Options:	Open Enrollment
Monthly Dental Premium:	Current \$354.11
	New \$400.08

+ \$45.97 (13%)

The federal Affordable Care Act includes several taxes and fees. The dental premiums reflected in this renewal notice will include a prorated portion of the Federal Insurer Annual Fee if applicable.

Life/Ad&d

	Current Plan
Plan Name:	BASIC LIFE/AD&D 2023
Coverage Amount:	\$50,000
Total Volume Amount:	\$490,000
Monthly Life/Ad&d Premium:	Current \$186.20
	New \$225.40

+\$39.20 (21%)

Dependent Life

	Current Plan
Plan Name:	DEPENDENT LIFE 10/2500 2023
Monthly Dependent Life Premium:	Current \$32.22
	New \$32.22

Vision

	Current Plan
Plan Name:	CA Humana Vision PLUS 160
Exam Copay (In):	\$10
Exam Allowance (Out):	\$30
Materials Copay (In):	\$10
Single Lens Allowance (Out):	\$25
Frame Allowance (In):	\$160
Frame Allowance (Out):	\$80
Contact Lens Allowance (In):	\$160
Contact Lens Allowance (Out):	\$128
Frequency (In):	12/12/24
Frequency (Out):	12/12/24
Optional Benefits:	N/A
Association Name:	N/A
Other Options:	Open Enrollment
Monthly Vision Premium:	Current \$165.58
	New \$171.84

+ \$6.26 (3.78%)

The federal Affordable Care Act includes several taxes and fees. The vision premiums reflected in this renewal notice will include a prorated portion of the Federal Insurer Annual Fee if applicable.

Rate Detail For Renewing Plans

Coverage Type	Dental CA TRP O2K U&C + 100/80/50 In 100/80/50 Out				Dental CA TRP O2K U&C + 100/80/50 In 100/80/50 Out				Life/AD&D BASIC LIFE/AD&D 2023			
	Number Enrolled	Current Rates	New Rates		Number Enrolled	Current Rates	New Rates		Number Enrolled	Current Rates	New Rates	
Employee	2	\$32.76	\$37.28		0	\$35.65	\$40.57		11	\$0.38	\$0.46	
Employee & Spouse	2	\$65.51	\$74.56		1	\$71.31	\$81.14		N/A	N/A	N/A	
Employee & Child(ren)	0	\$95.24	\$107.27		0	\$102.62	\$115.65		N/A	N/A	N/A	
Family	4	\$131.12	\$147.80		2	\$141.40	\$159.47		N/A	N/A	N/A	
Totals	8	\$721.02	\$814.88		3	\$354.11	\$400.08		11	\$186.20	\$225.40	

Rate Detail (cont..)

Dependent Life DEPENDENT LIFE 10/2500 2023				Vision CA Humana Vision PLUS 160			
Coverage Type	Number Enrolled	Current Rates	New Rates	Number Enrolled	Current Rates	New Rates	
Employee	N/A	N/A	N/A	2	\$6.38	\$6.63	
Employee & Spouse	N/A	N/A	N/A	3	\$12.78	\$13.26	
Employee & Child(ren)	N/A	N/A	N/A	0	\$12.13	\$12.60	
Family	9	\$3.58	\$3.58	6	\$19.08	\$19.80	
Totals	9	\$32.22	\$32.22	11	\$165.58	\$171.84	



Summary of Dental Benefits and Coverage for California

The Summary of Dental Benefits and Coverage (SDBC) provides dental plan members with detailed information so they can better understand the coverage they have. The SDBC illustrates the dental plan benefits, cost-sharing provisions, and coverage limitations and exclusions.

Humana provides the SDBC document(s) to all employer group customers with the state of California as the situs of their policy. Employers can then distribute the SDBC document(s) to their employees as required by the state of California. Learn more about the Summary of Dental Benefits and Coverage requirements by visiting the [California Legislative Information](https://www.humana.com/california-legislative-information) webpage.

Once a dental plan has been purchased from Humana, SDBC's are also available to agents and employers by visiting: <https://www.humana.com/employer/sdbc>

For questions, or to request a copy of the SDBC document(s) by mail, please call Humana Business Services at **800-232-2006 (TTY:711)**.

Humana group dental plans are insured by Humana Insurance Company or HumanaDental Insurance Company.



Apex General Inc
License# 1072290
5796 South Elm Avenue, Fresno, 93706 United States
(559) 268-2861

BILL TO

Malaga County Water District
3580 South Frank Avenue
Fresno, CA 93725 USA

	ESTIMATE 34818410	ESTIMATE DATE Oct 09, 2026
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Home Improvement Contract
License #1072290

JOB ADDRESS

Malaga County Water District
3390 East Central Avenue
Fresno, CA 93725 USA

Project: 34533626
Technician: Jose Ibarra (2)

DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

Security Cameras / Cell Signal Installation: Scope of Work – Installation of (4) DEFEND 360 Cellular Security Cameras

Project Description:

Provide labor and materials necessary to install and commission three (4) DEFEND 360 cellular security camera systems, each equipped with a solar charging panel, rechargeable battery, and magnetic mounting system.

Scope of Work

1. Security Camera Installation
 - Install three (3) DEFEND 360 cellular security cameras at designated locations throughout the property.
 - Install magnetic mounting brackets at each camera location.
 - Secure mounting hardware to suitable existing structures or surfaces.
 - Position and adjust cameras to maximize surveillance coverage and minimize blind spots.
 - Verify each camera is securely mounted and properly positioned.
2. Solar Panel and Battery Installation
 - Install one (1) compatible solar charging panel for each camera, totaling three (3) solar panels.
 - Position solar panels to maximize available sunlight and charging efficiency.
 - Install and connect rechargeable battery systems for all three cameras.
 - Secure solar panel wiring and connections to maintain a clean, professional appearance.
 - Verify proper battery connections and solar charging operation.
3. Cellular Connectivity and Camera Setup
 - Power on and initialize all three camera systems.
 - Assist with cellular network activation and camera registration.

- Connect cameras to the manufacturer's mobile application.
- Configure motion detection, recording preferences, and notification settings.
- Adjust camera sensitivity and detection zones as needed.

4. Testing and Commissioning

- Verify proper operation of all three cameras.
- Test live viewing, motion detection, recording functionality, and cellular connectivity.
- Confirm solar panels are connected and charging systems are functioning.
- Verify battery status and camera communication.
- Demonstrate basic camera operation and mobile application functionality to the customer.

5. Final Cleanup

- Remove installation-related debris and packaging.
- Clean work areas upon completion.
- Perform a final walkthrough with the customer to confirm camera placement and operation.

Clarifications and Exclusions

- Installation assumes suitable existing mounting surfaces are available.
- No new 120V electrical circuits or hardwired power connections are included.
- Cellular data plans, SIM activation fees, cloud storage subscriptions, and ongoing monitoring fees are excluded.
- Camera operation and solar charging performance are dependent on cellular signal strength, battery condition, and available sunlight.
- Installation of additional poles, structural supports, or specialty mounting hardware is excluded unless specifically stated.
- Customer shall provide access to the required mobile application and account credentials for activation.

Warranty: Installation workmanship includes a one-year labor warranty. Equipment and accessories are covered under their respective manufacturer's warranties.

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
DFD-GRD02	DEFEND Cellular Security Cameras bring simplicity to monitoring nearly any location, even when you aren't there. Using a cellular connection instead of Wi-Fi, Defend Security Cameras are made for large properties, remote locations, construction sites, boat and RV sites, or anywhere an extra set of eyes is needed. Battery powered operation means no outlets or wall-power are needed, making the DEFEND Cellular Security Camera truly versatile. Built to handle extreme weather, and outfitted with a powerful antenna, DEFEND uses a cellular signal to deliver images and video right to the DEFEND mobile and web apps, allowing you to see what's • happening, even in remote locations. With customizable app settings, you can dial-in multiple features to fit your security needs and help you monitor your property, day and night.	3.00	\$1,094.00	\$3,282.00

SUB-TOTAL	\$3,282.00
TAX 0%	\$0.00

CONTRACT PRICE	\$3,282.00
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Thank you for choosing Apex General Inc

CONTRACT PRICE: \$3,282.00

APPROXIMATE START DATE: 9/22/2026

APPROXIMATE COMPLETE DATE: 9/22/2026

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

DOWNPAYMENT & PAYMENT TERMS

THE DOWN PAYMENT MAY NOT EXCEED 10% OF THE CONTRACT PRICE. ALL INVOICES RECEIVED ARE DUE UPON RECEIPT.

THE SCHEDULE OF PROGRESS PAYMENTS: FIRST DAY ON SITE OF THIS PROJECT, APEX WILL REQUEST 60% BEING PAID IMMEDIATELY FOR PROECT EQUIPMENT WHICH WILL BE DELIVERED ON SITE. THE REMAINING 30% WILL BE REQUESTED ONCE JOB IS COMPLETED IN FULL.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

VISIT CSLB's website at www.cslb.ca.gov

CALL CSLB at 1-800-321-CSLB (2752)

WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

CUSTOMER AUTHORIZATION

THIS ESTIMATE IS AN OFFICIAL AGREEMENT. IF THE CLIENT AGREES AND SIGNS THIS DOCUMENT ALL TERMS UNDER THIS CONTRACT WILL IMMEDIATELY BE EFFECTIVE. The summary above is furnished by Apex General Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Estimates are Valid for (30) days of the creation date.

THIS CONTRACT is entered into as of date specified on this proposal by and between Apex General a California corporation, under California State Contractors License Board number 1072290

Apex General Inc. holds a B General Contractor License. Apex General holds a C-10 Electrical Contractor License & C-20 Heating & Cooling License. For valuable considerations the parties do hereby agree as follows:

1. **CONTRACT EXECUTION PAYMENT:** Upon execution of the contract, Client shall remit a payment equal to ten percent (10%) of the total project value. This initial payment secures scheduling, administrative processing, and project allocation.
2. **PROJECT COMMENCEMENT PAYMENT:** On the first day of project commencement, Client shall remit a payment equal to sixty percent (60%) of the total project value. This payment is required to enable Apex General to procure all necessary materials, equipment, permits, licenses, and other resources essential for proper project execution.
3. **FINAL PAYMENT UPON COMPLETION:** Upon substantial completion of the project, and after all required inspections have been successfully passed and approved by the applicable authorities, Apex General shall invoice Client for the remaining thirty percent (30%) of the total project value. Final payment shall be due in accordance with the payment terms outlined in the invoice.
4. **WORK SITE:** The project shall be constructed on the property of Owner located on this proposal, (hereinafter "the job site"). Owner hereby authorizes Contractor to commence and complete the usual and customary installation on the job site as may be required in the judgment of the Contractor to complete the Project.
5. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. The cost, therefore, shall be an expense of the project.
6. **SOIL CONDITIONS:** Contractor shall have no responsibility for the conditions of the soils at the job site. Contractor shall not be responsible for any damage suffered by Owner as a result of the soil conditions at the job site. Soil conditions may negatively impact Contractor's ability to complete the scope of work.
7. **INSURANCE:** Contractor shall maintain workers' compensation insurance to insure against risks covered by such insurance. Contractor shall be responsible for any workers' compensation coverage and payment required and shall indemnify and hold Owners harmless for the payment of same or any such claims against Owner. Contractor shall also maintain an appropriate bond as required by applicable California law.
8. **CANCELLATION OF CONTRACT:** The Owner has the right to cancel the Contract until midnight of the third business day after the day on which the Owner signed the contract. Cancellation occurs when the Owner gives written notice of cancellation to the Contractor delivered personally or by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid. If by mail, the effective date shall be deemed effective from and after the earlier of the date of actual receipt or three (3) business days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. The form "notice of cancellation" is given to the Owner, along with the contract, so the Owner may be informed in writing of the cancellation rights. The "Notice of Cancellation" need not take any particular form, as long as the form makes it clear that the Owner wishes to cancel. The Owner's right to cancel shall not apply to a contract which

the Owner initiated and which involves making emergency installation and repairs to service, the Contractor will ask the Owner to sign a waiver of cancellation rights in such cases. Nor does the cancellation right apply to contracts signed to Contractor's place of business.

9. **CHANGE TO SCOPE OF WORK:** Owner may make changes to the scope of the work including changes to plans and specifications from time to time during the construction of the Project. However, any such change or modification shall be made in writing pursuant to a "Change Order" which shall not be effective until both Owner and Contractor have signed. Owner shall communicate any requested changes to Contractor in writing detailing the requested changes and/or modifications. Owner agrees to pay any increase in the cost of the Project as a result of all Change Orders. In the event of the cost of the Change Order is not known at the time the Change Order is executed, the Contractor shall estimate the cost thereof and Owner agrees to pay the actual cost whether or not it is in excess of the estimated cost.

7. **CONTRACTOR'S FEE:** The cost of the project is estimated on this proposal predicated on the number of hours it is anticipated to complete the job and the materials necessary. The final cost will not be known until completion. Notwithstanding the foregoing, the maximum cost of this project shall not exceed the amount specified on this proposal. The maximum cost is exclusive of any modifications or change orders entered into until this original contract is signed.

10. **GOVERNING LAW:** This agreement shall be governed by the laws of the State of California.

11. **MODIFICATION:** This agreement can be modified upon mutual agreement of the parties hereby to enforceable, any such modification must be in writing and duly executed by the parties hereto. The provisions of this original agreement, other than price of the change or modification, shall apply to the change order as well.

12. **NOTICES:** All notices, requests, demands and other communication hereunder shall be deemed to have been duly given if delivered by hand or by certified mailed, with postage prepaid. Mail to Contractor:

13. **LATE PAYMENT/DEFAULT:** Owner agrees a 1% late fee for all payments which are more than ten (10) days late plus all cost of collection including reasonable attorney fees in the event payment is not made in accordance with the terms of this contract.

14. **WARRANTY:** Contractor warrants that its workmanship shall be free of defects for a period of one (1) year following completion of the project.

15. **ASSIGNMENT:** Neither party hereto shall assign its or his or her interest herein to any other party. Any purported assignment of this agreement by either party shall be null and void and of no effect. This agreement is personal to each of the parties hereto.

16. **ENTIRE AGREEMENT:** This instruction embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no other agreements. This agreement supersedes any and all prior oral or written agreements between the parties hereto with respect to this subject matter specified herein.

17. **COUNTERPARTS:** This agreement may be executed in two or more partially executed counterparts each of shall be deemed an original and shall bind the signatory, but all of which together shall constitute but one and the same document.

18. **PLEADINGS:** The headings and the paragraph names inserted in this agreement are inserted for convenience only and shall not constitute a part thereof.

19. **BINDING EFFECT:** This agreement shall be binding upon the heirs, representatives and successors-in-interest of all individual parties hereto. This agreement shall be binding upon corporation or another entity which is the successor-in-interest to Owner.

20. **ATTORNEY'S FEES:** If any party hereto shall commence litigation to enforce the terms of this Agreement, the prevailing party in such ligation shall be entitled, in addition to any and all other general and punitive (if any) damages, all costs of suit including reasonable attorney's fees.

21. CREDIT CARD FEES: A 3% processing fee will be added to all credit card transactions. No fees will be charged for debit card payments.

Sign here

Date

THREE DAY RIGHT TO CANCEL

buyer can cancel the home solicitation contract without giving a reason or showing any legal cause, and, without penalty or obligation, by giving the seller written notice of cancellation within three business days after the buyer signs the contract.

Sign here

Date



Preliminary Notice: Apex General Inc may, at their discretion and in accordance with applicable state or local laws, provide a preliminary notice to the Property Owner, general contractor, or other relevant parties, informing them of the Contractor's intention to claim a lien on the property for unpaid work or materials provided. The Property Owner acknowledges receipt of such preliminary notice and understands that failure to pay the Contractor for work or materials provided may result in the filing of a mechanic's lien.

Filing Preliminary Notices: Apex General Inc will not file a preliminary notice if customer is to pay according to the payment terms in this agreement. If payment isn't received the day of completion a preliminary notice will then be filed.

Mechanic's Lien: If payment is not made in accordance with the terms of this contract, the Contractor reserves the right to file a mechanic's lien against the property. The Property Owner acknowledges and agrees that such a lien may be filed to secure the Contractor's right to payment for the work performed and materials supplied under this contract.

Notice of Lien Filing: Apex General shall provide verbal or written notice to the Property Owner prior to filing any mechanic's lien. The notice shall include the amount due, a description of the work performed or materials provided, and the intention to file a lien if payment is not received within 30 days, from the date of the notice.



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

October 9, 2026

Sonia Hall, General Manager
Malaga County Water District
3580 S. Frank Street
Fresno, CA 93725

Dear Ms. Hall:

Subject: Malaga Wastewater Treatment Plant Screw Pump Replacement; Community Development Block Grant (CDBG) Project No. 24451; Agreement No. A-24-535

We are in receipt of your request for a second time extension for the above-referenced Community Development Block Grant (CDBG) project. Section VII, Paragraph D of the Agreement for this project between the Malaga County Water District and the County, allows for such an extension to be approved by the Director of the Department of Public Works and Planning if the reason for the delay is beyond the control of the parties involved.

Pursuant to your request, a time extension is necessary due to additional lead time needed for acquisition of grouting belts, sheaves, and screed bars not supplied under the original screw pump purchase order, which delayed the start of construction work on the project. According to your letter, construction work on the project is substantially complete but additional time is needed for final inspections and acceptance by the District.

Based upon this information, we are approving a revision to the project schedule as follows:

	<u>Current Schedule</u>	<u>Revised Schedule</u>
File Notice of Completion	September 1, 2026	October 31, 2026
Submit Close Out Documents	November 1, 2026	December 31, 2026

We request the District take all prudent and necessary measures to expedite the completion of the project and submit monthly requests for payment to the County as soon as possible pursuant to the revised project schedule. Further, please be advised that it is imperative that the District, and the project representative, closely monitor the revised project schedule, as failure of the County's overall program to meet the CDBG Program's Federal expenditure requirements could result in a loss of funding for the District.

ADMINISTRATION

2220 Tulare Street, Sixth Floor / Fresno, California 93721 / Phone (559) 600-4078 / FAX (559) 600-4548
The County of Fresno is an Equal Opportunity Employer

Sonia Hall, General Manager
October 9, 2026
Page 2

Please contact Jonathan Avedian, Senior Staff Analyst, at (559) 600-4292, if we can be of further assistance in the successful completion of your CDBG project.

Sincerely,

Steven E. White, Director
Department of Public Works and Planning

c: Jonathan Avedian, Community Development Division (via email)
Jiovonni Ruiz, Labor Compliance (via email)
Amanda Lopez, Labor Compliance (via email)
Auditor-Controller/Treasurer-Tax Collector -- General Accounting (via email)
Lemuel Asprec, Financial Services Division (via email)
Kay Vang, Financial Services (via email)
Jesus Onesto, Financial Services (via email)
Joshua Rogers, Yamabe & Horn Engineering, Inc. (via email)

SW:JA:JN
G:\7205ComDev\CDBG and GRANT PERM FILES\CDBG\Projects\~Open Projects\24451 Malaga WWTP Screw Pump Replacement\Docs\Agreement
& Amendments\24451 Time Extension 2, Approval Letter.docx
October 8, 2026

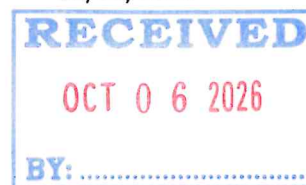
September 10, 2026



9700 Health Care Lane, MN017-W500
Minnetonka, MN 55343
Tel: 1-866-432-5992; Fax: 1-800-732-9306

MALAGA COUNTY WATER DISTRICT
CHARLES GARABEDIAN
3580 S FRANK AVE
FRESNO, CA 93725

Customer Name: MALAGA COUNTY WATER DISTR
Customer Number: 1756781
Term Date: 12/31/2026



Dear CHARLES GARABEDIAN:

RE: Notice of Cancellation, Rescission, or Non-Renewal

Important: Your UnitedHealthcare of California plan will not be offered next year

Thank you for choosing UnitedHealthcare. We understand how important your experience is, and we will continue to work hard to provide the best service possible.

Next year, your current plan will not be offered so we have recommended a similar plan with similar benefits. If you are happy with the plan we recommended, you do not need to do anything. We will enroll your group members in this new plan unless you choose a different option. We appreciate your assistance with informing anyone who enrolls with UnitedHealthcare during the 90-day notice of non-renewal period that the contract is terminating on the date listed above.

The primary changes between your UnitedHealthcare of California 2026 plan and the new recommended plan will be included in the materials you will receive shortly. Any premium or coverage changes, including whether the plan is a different metal level from the previous plan will be explained in your renewal materials.

You can also review more specific details about the recommended plan's copay and coinsurance amounts in the Summary of Benefits and Coverage (SBC), which you will receive soon. The SBC will give you information to better understand the recommended plan or plans and allow you to compare coverage options across different types of plans and products.

What other options do I have?

- You may choose a new health plan, offer a different plan through different health plan carriers, or through Covered California.

Questions?

- If you have questions, please call UnitedHealthcare at **1-866-432-5992**.
- Visit Covered California to learn more about coverage or call 1-800-300-1506. TTY users: 1-888-889-4500.

You may contact the Department of Managed Health Care for more information on filing a grievance at:

PHONE: 1-888-466-2219

TDD: 1-877-688-9891

FAX: 1-916-255-5241

We are looking forward to another year of serving you.

Sincerely,

Your UnitedHealthcare Renewal Representative

RESOLUTION NO. 10-13-2026

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT
AUTHORIZING SIGNORS ON THE DISTRICT BANK ACCOUNTS**

WHEREAS, the Malaga County Water District, maintains accounts at several banks and financial institutions; and

WHEREAS, the banks and financial institutions require that the Board of Directors update the list of authorized signers on District bank accounts; and

WHEREAS, the Board of Directors desires to and hereby does designate and authorize signors on the District bank accounts.

**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 are incorporated herein by this reference as though fully set forth at this point.

2. The Board of Directors hereby designates the following persons as signors on the Districts Bank accounts:

- a. Self-Help Credit Union ("Reserve" Account Number xxxxx2431) Charles Garabedian, Jr. (President Board of Directors); Salvador Cerrillo, (Vice-President Board of Directors); Maria G. Lopez, (Accounting Clerk); Sonia Hall, (General Manager)
- b. Wells Fargo Bank (Checking Account Number xxxxx5477); Charles Garabedian, Jr. (President Board of Directors); Salvador Cerrillo, (Vice-President Board of Directors); Maria G. Lopez, (Accounting Clerk) ; Sonia Hall, (General Manager)
- c. Wells Fargo Bank (Checking Account Number xxxxx8109); Charles Garabedian, Jr. (President Board of Directors); Salvador Cerrillo, (Vice-President Board of Directors); Maria G. Lopez, (Accounting Clerk) ; Sonia Hall, (General Manager)
- d. Wells Fargo Bank (Checking Account Number xxxxx8125); Charles Garabedian, Jr. (President Board of Directors); Salvador Cerrillo, (Vice-

- President Board of Directors); Maria G. Lopez, (Accounting Clerk) ; Sonia Hall, (General Manager)
- e. Wells Fargo Bank (Checking Account Number xxxxx8984); Charles Garabedian, Jr. (President Board of Directors); Salvador Cerrillo, (Vice-President Board of Directors); Maria G. Lopez, (Accounting Clerk) ; Sonia Hall, (General Manager)

3. Any persons listed as signors not listed above shall be removed from the list of authorized account signers.

* * * * *

Passed and approved by the Board of Directors of the Malaga County Water District at their meeting held on this 13th day of October, 2026, by the following vote:

AYES:

NOES:

ABSENT:

Salvador Cerrillo, Vice-President of the
Malaga County Water District

ATTEST:

Norma Melendez
Acting Secretary to the Board
of Directors of the Malaga County Water District

October 13, 2026

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

RE: Site Plan Review No. 8142-R
4492 S. Chestnut Avenue
APN 331-140-16
Malaga County Water District

If acceptable, it is suggested that this letter is forwarded to the County of Fresno and the applicant on behalf of Malaga County Water District (MCWD). The following are comments concerning the subject application:

1. The Malaga County Water District (MCWD) was asked for comments by October 26, 2026, regarding the proposed addition/extension to a metal storage building for additional storage of automotive parts, rims, and car frames.
2. The subject parcel is within the MCWD Service Area.
3. MCWD provides water and sewer service to the existing storage building on the property. MCWD has existing water and sewer mains along the frontage of the property.
4. The information received does not indicate that new water or sewer services will be requested for the building addition. If new services are requested, an application for service, including utility plans, must be submitted to MCWD.
5. The developer shall be responsible for constructing any improvements to MCWD's sewer and water system in accordance with District requirements and standards.
6. The site plan shows the proposed building being constructed over the existing sewer lateral onsite. It is recommended that the sewer lateral be relocated out from under the proposed structure, so it remains accessible. The County has jurisdiction over building permit issues.
7. The site plan does not show the location of the existing water service line onsite. It is recommended that the location of the water service line be shown to avoid similar conflict with the proposed construction.
8. Fire service requirements (if any) are not in the jurisdiction of the MCWD.
9. MCWD facilities shall be protected and accessible at all times.
10. Storm water is under the jurisdiction of the Fresno Metropolitan Flood Control District (FMFCD).

11. Building permits, traffic control, roadway improvements, and public safety issues are in the jurisdiction of the County of Fresno.

Sincerely,

Maija Madec, P.E.
District Engineer

cc: Malaga County Water District, General Manager

MEMORANDUM

To: MCWD – Norma Melendez, Sonia Hall, Michael Slater

From: Maija Madec

Subject: Agenda items for October 13, 2026

Date: October 8, 2026

Site Plan Review 8142-R – 4492 S. Chestnut Avenue

Site Plan Review requested by Fresno County. Comments are due by October 26, 2026.

The proposed project includes an addition/extension to a metal storage building for additional storage of automotive parts, rims, and car frames.

The District provides water and sewer service to the existing storage building on the property. The information provided does not indicate that new water or sewer service is being requested.

Recommended Action: Provide any edits to the response letter. Direct staff to send the letter to the County.

Will-Serve Request – 3531 S. Frank Ave

A will-serve letter has been requested for a new accessory dwelling unit (ADU). There is an existing single family residence on the property, which has existing water and sewer service from the District. The new ADU requires a separate water and sewer service.

A draft conditional will serve letter is provided for consideration.

Recommended Action: Provide any edits to the will serve letter. Direct staff to send the will serve letter to the owner.

Will-Serve Extension – 3570 S Calvin Ave

A Conditional Will Serve Letter was issued for the proposed single family residence on October 14, 2025. The will serve letter has now expired and the developer has requested a one-year extension.

A draft conditional will serve letter is provided for consideration.

Recommended Action: Provide any edits to the will serve letter. Direct staff to send the will serve letter to the developer.

SPR 8180 Chestnut Industrial – Sewer Memo and Development Review

Development reviews have been ongoing for the subject industrial development on Chestnut Avenue. The most recent plans with comments are provided.

The developer submitted a Sewer System & Sewer Lift Station Utility Ownership letter for the District's consideration. The letter proposes that the lift station for this development be dedicated to the District. As a result, the District would own and be responsible for operating and maintaining this lift station, at least until such time the a new sewer main is constructed in Chestnut Ave.

The District has previously indicated that it is not interested in taking ownership of this lift station, which would only serve the subject development.

The request is enclosed for the Board's review and consideration.

Recommended Action: Consider request related to Sewer System & Sewer Lift Station Utility Ownership for SPR 8180 Chestnut Industrial.



MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET, FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353

BOARD OF DIRECTORS

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

October 13, 2026

Mr. Richard Fernandez
3570 S. Calvin Avenue
Fresno, CA 93725

RE: New Single Family Residence
3570 S. Calvin Avenue
APN 331-152-16
Malaga County Water District
Conditional Will Serve

As requested, this letter serves as a response to your request for a will-serve extension for a new single family residence located at 3570 S. Calvin Avenue. On October 14, 2025, Malaga County Water District (MCWD) approved a will-serve letter for the subject property, which has now expired. It is understood that you are requesting a one-year extension for the will-serve letter.

The MCWD took action at a regular Board Meeting of October 13, 2026, to provide a will-serve letter extension for the proposed project. This will-serve letter is valid through October 12, 2027.

There are conditions associated with the will-serve letter as identified below.

1. The property is within the boundaries of the Malaga County Water District. Water and sewer services already exist to the property.
2. An existing 6-inch water main exists along the frontage of the property in S. Calvin Avenue. An existing 6-inch sewer main exists along the alley behind the property.
3. The proposed development is an approximately 2,300 square foot single family residence with attached two car garage, covered patio and covered porch. It is understood that the previous house on the property burned down, and this is a rebuild.
4. Plumbing Notes on Plan Sheet A2 (enclosed) indicate a new ADU. Developer shall confirm that an ADU is not proposed. If an ADU is proposed to be constructed, this will serve letter shall be invalidated, and plans shall be submitted which include both the proposed residence and ADU.
5. There is an existing 1-inch diameter water service and meter to the property. An existing sewer lateral exists on the property. The developer shall confirm the existing sewer service lateral size.
6. No additional water or sewer services are proposed.

7. Improvement plans, prepared by a Civil Engineer, are required for review and approval by the MCWD. The improvement plans shall identify all existing and proposed water and sewer improvements.
8. MCWD facilities shall be protected and accessible at all times.
9. The developer shall be required to pay all applicable District fees in accordance with the rates in effect at the time of payment.
10. The developer shall provide a schedule for proposed construction.
11. The applicant is responsible to determine fire department requirements.
12. Storm water shall not be discharged to the sanitary sewer system. The Fresno Metropolitan Flood Control District is the responsible entity for storm drainage facilities, therefore responsible for any conditions that will be placed on the development with respect to those services.
13. The County of Fresno is the entity responsible for building permits and public safety services (Fire and Sheriff), and any conditions that will be placed on the development with respect to those services.

Sincerely,

Maija Madec, P.E.
District Engineer

cc: Malaga County Water District



MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET, FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353

BOARD OF DIRECTORS

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

October 13, 2026

Mr. Sacramento Tovar
3529 S. Frank Avenue
Fresno, CA 93725

RE: New Accessory Dwelling Unit
3531 S. Frank Avenue
APN 331-171-18
Malaga County Water District
Conditional Will Serve

As requested, this letter serves as a response to your request for a will-serve letter for a new accessory dwelling unit (ADU) located at 3531 S. Frank Avenue. The Malaga County Water District (MCWD) took action at a regular Board Meeting of October 13, 2026, to provide a will-serve letter for the proposed project. This will-serve letter is valid through October 12, 2027.

There are conditions associated with the will-serve letter as identified below:

1. The property is within the boundaries of the Malaga County Water District.
2. The subject parcel has an existing single family residence, which has existing water and sewer services from MCWD.
3. MCWD has an existing 6-inch water main in S. Frank Ave along the frontage of the property. MCWD has an existing 6-inch sewer main in the alley behind the property.
4. The proposed new residential dwelling unit requires a separate water service and a separate sewer service to the community water and sewer systems, respectively. The water and sewer service for the new residential unit shall not be connected to water or sewer service lines serving the existing residence.
5. The site plan shows a proposed 3" D.W.L. It is not understood what this is.
6. The developer shall be responsible for constructing any improvements to MCWD's sewer and water system in accordance with District requirements and standards.
7. Improvement plans, prepared by a Civil Engineer, are required for review and approval by the MCWD. The improvement plans shall identify all existing and proposed water and sewer improvements.

8. MCWD facilities shall be protected and accessible at all times.
9. The developer shall be required to pay all applicable District fees in accordance with the rates in effect at the time of payment.
10. The developer shall provide a schedule for proposed construction and shall notify MCWD prior to installing water and sewer services.
11. The applicant is responsible to determine fire department requirements.
12. Storm water shall not be discharged to the sanitary sewer system. The Fresno Metropolitan Flood Control District is the responsible entity for storm drainage facilities, therefore responsible for any conditions that will be placed on the development with respect to those services.
13. The County of Fresno is the entity responsible for building permits and public safety services (Fire and Sheriff), and any conditions that will be placed on the development with respect to those services.

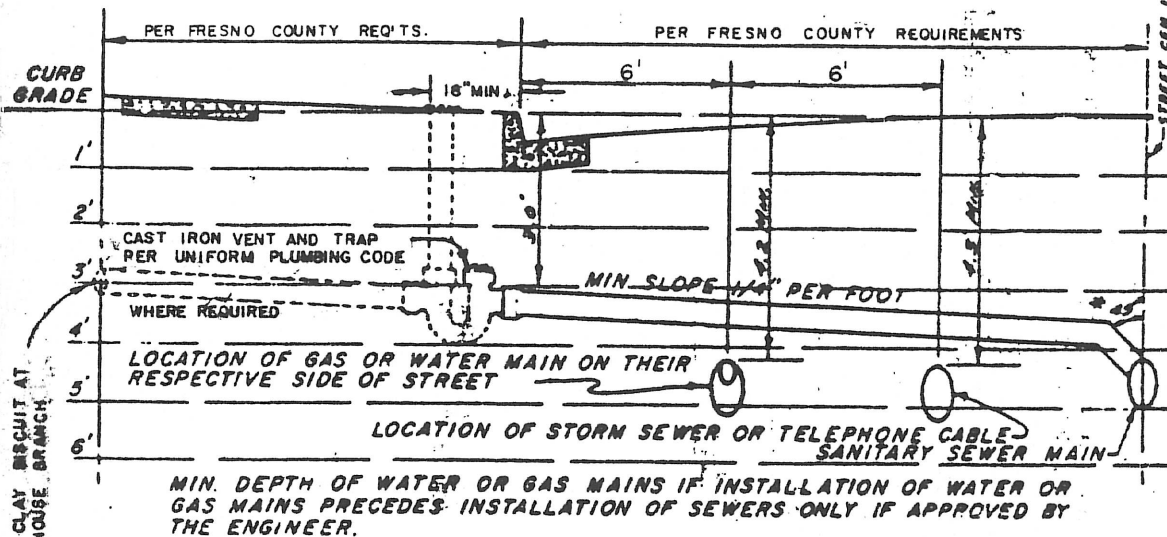
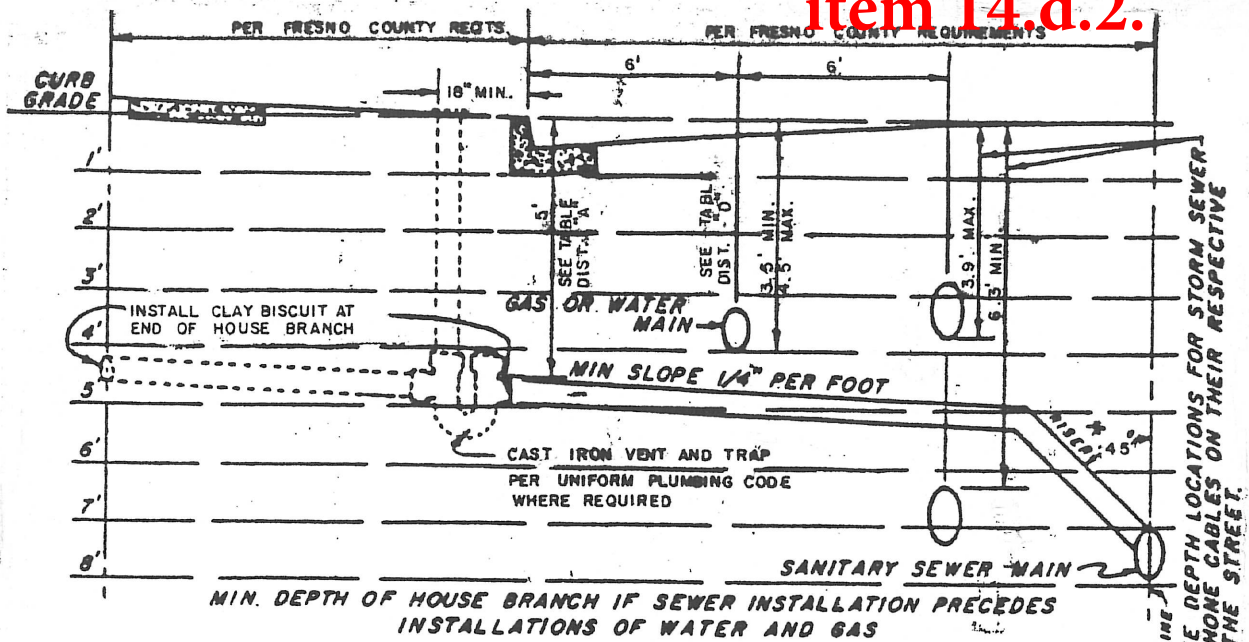
Sincerely,

Maija Madec, P.E.
District Engineer

cc: Malaga County Water District

Enclosures: MCWD Standard Details S-1 and W-4
MCWD Water Meter Detail
General Notes for Plans

item 14.d.2.



DEPTH SCHEDULE			
DISTANCE	"A"	"D"	
6" WATER OR GAS MAIN	4.0'	3.5'	
8" " " " "	4.3'	3.8'	
10" " " " "	4.7'	4.2'	
12" " " " "	5.0'	4.5'	

EXTEND HOUSE BRANCHES 1' ± BEYOND SIDEWALK IF TO BE UNDER COMBINATION CURB & WALK

EXTEND HOUSE BRANCHES IN STREETS TO 1' ± INSIDE CURB

EXTEND HOUSE BRANCHES IN ALLEY TO PROPERTY LINE.

* SPECIAL APPROVAL REQUIRED FOR DEVIATION FROM 45 DEGREE STANDARD ANGLE.

"A" & "D" DIMENSIONS ARE SET TO ALLOW 0.6' CLEARANCE BETWEEN SEWER AND WATER LINES

NOTE:
WATER MAINS AND TELEPHONE DUCTS SHALL OCCUPY ONE SIDE OF STREET; GAS MAINS AND STORM SEWERS TO OCCUPY OTHER SIDE

DESCRIPTION

HOUSE BRANCH AND UTILITIES LOCATIONS IN THE STREET

MALAGA COUNTY WATER DISTRICT

REF. & REV.

STD. NO.

S-1

3/4" AND 1" SERVICE CONNECTION AND METER BOX INSTALLATION

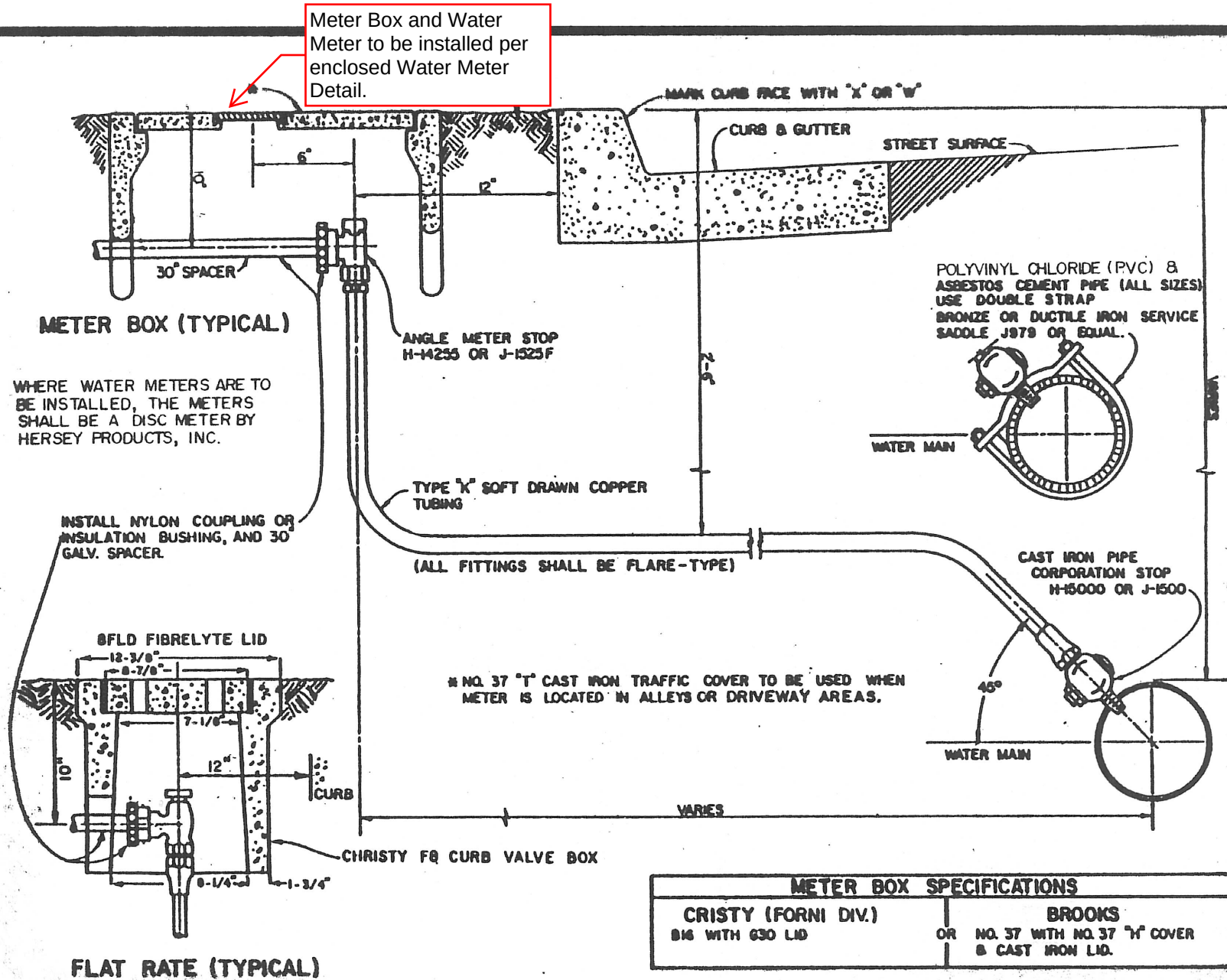
1. SCHEDULE

REF. & REV.

STD. NO.

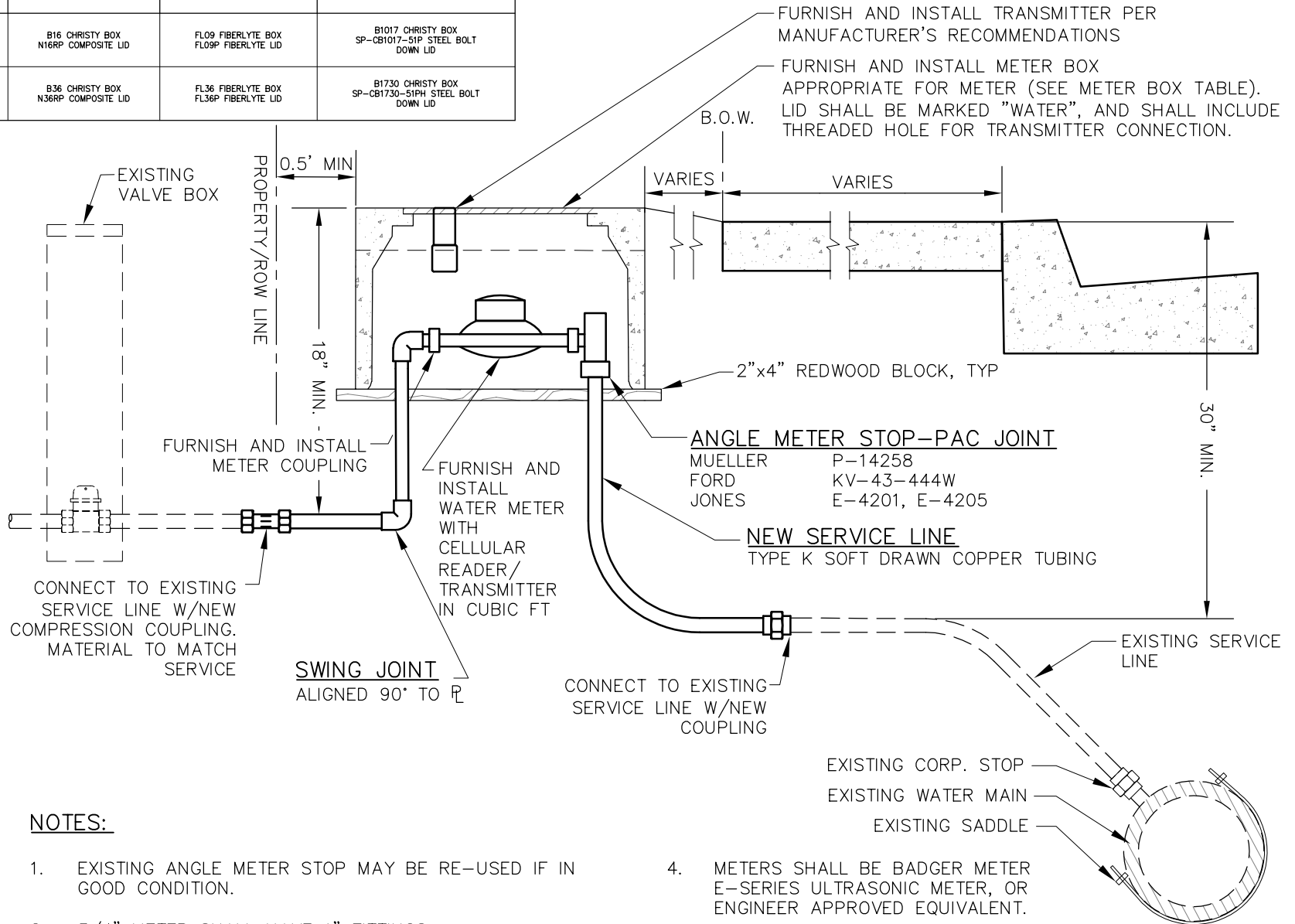
MALAGA COUNTY WATER DISTRICT

W-4



Meter Box and Water Meter to be installed per enclosed Water Meter Detail.

METER BOX TABLE			
METER SIZE	STANDARD	MEDIUM DUTY	TRAFFIC RATED (H/20 LOADING)
0.75" AND 1"	B16 CHRISTY BOX N16RP COMPOSITE LID	FL09 FIBERLYTE BOX FL09P FIBERLYTE LID	B1017 CHRISTY BOX SP-CB1017-51P STEEL BOLT DOWN LID
1.5" AND 2"	B36 CHRISTY BOX N36RP COMPOSITE LID	FL36 FIBERLYTE BOX FL36P FIBERLYTE LID	B1730 CHRISTY BOX D-51PH STEEL BOLT DOWN LID



NOTES:

- EXISTING ANGLE METER STOP MAY BE RE-USED IF IN GOOD CONDITION.
- 3/4" METER SHALL HAVE 1" FITTINGS.
- TOP OF BOX SHALL BE AT AN ELEVATION OF 1/4" PER FOOT ABOVE SIDEWALK UNLESS DIRECTED OTHERWISE.

- METERS SHALL BE BADGER METER E-SERIES ULTRASONIC METER, OR ENGINEER APPROVED EQUIVALENT.
- TRANSMITTER SHALL BE ORION ENDPOINTS LTE, OR ENGINEER APPROVED EQUIVALENT.

NOT TO SCALE

Malaga County Water District

General Notes

1. The Contractor shall notify Malaga County Water District two (2) working days prior to construction. Contractor shall contact District Manager at 559-485-7353 for coordination.
2. The Contractor shall obtain an encroachment permit from Fresno County Road Maintenance Department prior to starting construction; contact Daniel Mather at 559-600-4247.
3. Malaga County Water District facilities shall be protected and accessible at all times.
4. Disinfection and testing of water lines shall be in conformance with Malaga County Water District and AWWA C-651 Standards. Note: Conformance with Section 4-3.9 of AWWA C-651 is required.
5. All work shall be done in accordance with Malaga County Water District Standards.
6. Attention of the Contractor is directed to the requirements of the construction safety order issued by the Division of Industrial Safety for Trenches and Excavations. Contractor shall comply with California Code of Regulations, Section 7081 (b), Title 17, regarding required separation between water mains and sanitary sewer.
7. Initial compactions tests required by the Malaga County Water District shall be paid by the Developer. Any retests required by the Malaga County Water District shall be paid for by the Contractor.
8. The Developer shall be responsible for construction improvements to the Malaga County Water District's water and sewer system in accordance with the District's requirements and standards.

APPROVED: _____
Malaga County Water District

Date: _____

MCWD REVIEW AND APPROVAL IS LIMITED TO WATER AND SEWER FACILITIES
WITHIN PUBLIC RIGHT-OF-WAY AND MCWD EASEMENTS. ANY CHANGES TO
WATER AND SEWER FACILITIES MUST BE APPROVED BY MCWD.