



**REGULAR BOARD MEETING AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK AVENUE**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, May 12, 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.

**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. **Resolution No. 05-12-2026.** A resolution to approve an agreement between Comunidad Nuevo Lago, Inc. and Malaga County Water District for sewer services outside the District's service area.

Recommended action: to approve the agreement with Comunidad Nuevo Lago.

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

- b. **Pond Disposal Rehabilitation Project Proposal—CDBG #25451.** A proposal from Yamabe & Horn Engineering for the preparation of plans, specifications and estimate for the project to improve percolation capabilities of one or more of the disposal ponds at the Districts wastewater treatment facility.

Recommended action: to approve planning of pond project.

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

**6. Recreation Reports:**

- a. Mother's/Father's Day Program.

**7. Engineer Reports:**

- a. District Engineer Report.  
b. CDBG Engineer Report:

- a. Preconstruction meeting for the Screw Pump Project of May 8, 2026.

**8. General Manager’s Report:**

- a. Community Clean-Up scheduled for May 16.
- b. Community Center will be closed May 26 to June 5 for the Primary Elections.
- c. Water/Sewer Reports.

**9. President’s Report:**

**10. Vice President’s Report:**

- a. Security & repairs at the park.
- b. Summer Youth Alley Clean-Up announced.

**11. Director’s Reports:**

**12. Legal Counsel Report:**

**13. 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.*

**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. Minutes of the Regular Board Meeting of April 28, 2026
- b. Accounts Payable Report.

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

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

**15. Closed Session:**

- a. Pending Litigation (Government Code section 54956.9(d)(1).) two cases:
  - 1. Ortiz v. Malaga County Water District, et. al. 1 :25-CV-01803-JTL-BAM;
  - 2. Malaga v. CSJ Construction, Fresno County Superior Court Case 23CECG03476.

**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 May 12, 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 05/08/2026.

**Norma Melendez**, District Clerk

RESOLUTION NO. 05-12-2026

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT APPROVING AN OUT OF SERVICE AREA AGREEMENT**

**WHEREAS**, the Comunidad Nuevo Lago Mobile Home Park (“CNL”) with the assistance of Self-Help Enterprises, has received a Planning Grant from the California Department of Water Resources to examine the feasibility of consolidating CNL’s wastewater system and discharge wastewater from CNL to Malagas sewer system for treatment at Malaga’s wastewater treatment facility; and

**WHEREAS**, the feasibility study has been completed and now the Malaga County Water District is preparing to submit a grant application to construct the necessary facilities or improvements to complete the consolidation; and

**WHEREAS**, as part of the application process, CNL and the District must enter into an out of area service agreement which must be approved by Fresno County LAFCo..

**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 out of area service agreement as attached hereto and incorporated herein by this reference as attachment “A” and authorizes the President to sign the Agreement on behalf of the District.

\*\*\*\*\*

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 12<sup>th</sup> day of May 2026, by the following vote:

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AYES:

NOES:

ABSENT:

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Charles E. Garabedian, Jr., President  
Malaga County Water District

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ATTEST

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

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Malaga County Water District  
3580 S. Frank Street  
Fresno, California 93725

**NO RECORDING FEE REQUIRED - RECORDING  
REQUESTED BY GOVERNMENT AGENCY**

(Above space for Recorder's Use)

## **AGREEMENT FOR SEWER SERVICE OUTSIDE THE DISTRICT'S SERVICE AREA**

THIS AGREEMENT is made and entered into this 12 day of May 2026, by and between Comunidad Nuevo Lago, Inc., a California nonprofit public benefit corporation (hereinafter referred to as the "Owner") and the Malaga County Water District, a California county water district, duly formed and existing pursuant to section 30000 et. sec. of the California Water Code, located in the County of Fresno, State of California (hereinafter referred to as the "District").

### **RECITALS**

**WHEREAS**, Owner is the owner of real property commonly known as Shady Lakes Comunidad Nuevo Lago, located in Unincorporated Fresno County, California, consisting of approximately 10.38 acres, Assessor Parcel No. 334-33-075 and more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"); and

**WHEREAS**, The Property is located outside of the service area and sphere of influence boundaries of the District and will therefore require the approval of an out of area service agreement by the local agency formation commission of Fresno County (hereinafter referred to as the "LAFCo") ; and

**WHEREAS**, an annexation of the Property into the District at this time is not viable as it would create a service area island within the District's current boundaries; and

**WHEREAS**, Owner desires to defer water service until such time as the Property is annexed into the District; and

**WHEREAS**, Owner will continue to use Owner's well located on the Property and District shall not have any responsibility to operate, repair, maintain, or replace said well; and

**WHEREAS**, Owner owns and operates a sixty space Mobile Home Park (“MHP”) approximately one-mile south of the District’s Wastewater Treatment Facility (“WWTF”); and

**WHEREAS**, Owner currently operates a domestic waste-water treatment facility subject to waste discharge requirements order no. 75-079 (“WDR”); and

**WHEREAS**, Owner’s treatment facility is located on the same parcel as the residences. Under a previous owner, this treatment facility received several correction notices and notices of violation for noncompliance with the WDR including notices/violations related to objectionable odors, effluent limit exceedances, settleable matter, and failure to comply with the Central Valley Solemnity Alternatives for long-term sustainability commonly referred to as CV-SALTS; and

**WHEREAS**, Owner, in conjunction with Self-Help Enterprises (“SHE”), reached out to the District and the state water resources control board (“SWRCB”) to explore the feasibility of connecting the Property to the District’s WWTF via the construction of a pipeline to the Property from District’s WWTF and certain improvements at the District’s WWTF to be funded by a grant from the SWRCB (“Project”); and

**WHEREAS**, the SWRCB has provided grant funding among other things, the completion of a feasibility study and environmental review of the Project; and

**WHEREAS**, Owner acknowledges and understands that Owner will be required to connect to District's water system within one (1) year after receiving notice from District that District water facilities are available, as defined by Fresno County Ordinance Code Section 14.09.020(C); and Owner further acknowledges that upon such connection, Owner shall be responsible for submitting an application for water service to the District, obtaining approval of plans from the District Engineer, and bearing all costs associated with connection, including without limitation connection fees and charges, extensions of service, and any upgrades required on the Property to comply with applicable codes, statutes, or regulations; and Owner understands that at the time of connection to District's water facilities, District may require Owner to install submeters at each individual dwelling or structure on the Property, at Owner's expense; and

**WHEREAS**, the next phase of the Project will be at the completion of submission of a construction grant; and

**WHEREAS**, as part of the completion and submission of a funding grant, the parties hereto desire to enter into an agreement for sewer service outside the District’s boundaries and the approval of said agreement by LAFCo.

## COVENANTS AND CONDITIONS

### IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the foregoing recitals are true and correct and incorporated by this reference as though fully set forth at this point.

2. This Agreement ("Agreement"), and every obligation set forth herein, shall constitute a covenant running with the title of the Property as described in Exhibit 1 attached hereto and incorporated by this reference herein as a burden upon it and shall be binding upon each successive owner of the Property and upon Owner's heirs, administrators, successors, nominees and assigns.

3. Owner consents to the recording of this Agreement in the County of Fresno.

4. In consideration of District's approval of Owner's connection to sewer facilities to serve Owner's property located outside of District, Owner agrees that it will not at any time oppose or protest the annexation of said Property to District so long as such annexation is in accordance with LAFCo requirements. Owner shall pay all of the costs of annexation to the District, including but not limited to any fees and charges imposed by LAFCo, and any costs reasonably incurred by the District and necessary to the annexation proceedings. Owner further agrees that if Owner, or Owner's successors or assigns should ever protest the annexation of such property to District, District may immediately provide for termination of such sewer service to said property without any liability for such termination by giving Owner 30-day written notice. District may thereupon disconnect the facilities and Owner shall in no way proceed against or otherwise hold said Malaga County Water District liable in any manner whatsoever for termination of said sewer service.

5. Owner's connection to District's sewer system is contingent upon the approval of the Project being approved and funded by the SWRCB and all costs associated with the Project and connection to the District's sewer collection system and WWTF being paid for by the SWRCB or Owner. In the event that the Project is not funded by the SWRCB, either party may terminate this Agreement immediately upon giving notice to the other party. In no event shall District be required to perform any obligation under this Agreement if the Project is not fully funded by SWRCB or Owner. Owner, as part of the Project or otherwise, will be responsible for the destruction or removal of any existing waste water treatment facilities on the Property including, but not limited to, any mitigation or restoration work necessary as result of any existing facilities, and District shall not be required or obliged by this agreement, or the Project, to perform any work related to any existing facilities on the Property.

6. Owner's connection to District's sewer system is contingent upon the approval of this Agreement by LAFCo. In the event that this Agreement is not approved by LAFCo, either party may terminate this Agreement immediately upon giving notice to the other party. In no event shall District be required to perform any obligation under this Agreement if the Agreement is not approved by LAFCo.

7. Owner agrees to comply with the Malaga County Water District Ordinance Code and all rules and regulations adopted by the District's Board of Directors including, but not limited to, the District's Pretreatment Program as applicable. Owner also agrees and consents to the enforcement of the District's Ordinance Code pertaining to and as a condition of receiving water, sewer, or other services from the District including the penalty and administrative remedies set forth in Title One of the Malaga County Water District Code.

8. Owner understands and agrees that Owner shall pay for any and all services provided by the District to the Property in the same manner as all other customers of the District, as determined by the District, and agrees to pay for such services as they are due. Owner also understands and agrees that if Owner fails to pay for services provided to the property by the District, the District may collect such charges in any manner available at law, including placing a lien on the Property or having any such charges collected on the Fresno County Tax Roll.

9. Notice: The mailing address of Owner to which any notices required by this Agreement may be sent is as follows:

For Owner

Comunidad Nuevo Lago  
Attn Board President  
c/o Reliable Property Management  
330 E Main Street  
Turlock, CA 95380

For District

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

11. Attorney's Fees: In the event that either party hereto shall commence any legal action or proceeding, including any action for declaratory relief, against the other by

reason of alleged failure of the other to perform any term, condition or covenant of this Agreement, the party prevailing in said action or proceeding shall be entitled to recover its reasonable attorney's fees incurred in said action from the other party.

12. Indemnity: The Owner or Owner's successor(s) in interest shall defend, indemnify, and hold harmless the District, its officials, officers, employees, representatives, agents and attorneys (collectively, "District Parties"), from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the District's act or acts related to or arising from the subject matter of this Agreement; provided, however, that Owner shall not defend, indemnify, or hold harmless the District Parties from and against any claims, damages, losses, judgments, liabilities, expenses or other costs arising out of, or resulting from, or in connection with the District's negligence or willful misconduct. Owner or Owner's successor in interest obligation to defend, indemnify and hold the District harmless specifically includes, but is not limited to, any suit or challenge by any third party against the District which challenges or seeks to set aside, void or null the legality or adequacy of this Agreement or any approval or environmental document or other act related to or arising from this Agreement.

13. Severability: The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the statement so requires in interpreting this Agreement, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

14. Time is of the essence of this Agreement.

15. The provisions of this Agreement shall bind and inure to the benefit of the heirs, beneficiaries, successors, and assigns of the parties hereto and to any interest or ownership in this Agreement or to the aforesaid land.

16. This Agreement shall become binding upon its execution by authorized representatives of each party. Each party warrants that it has the requisite authority to execute, deliver, and consummate the transactions contemplated in this Agreement.

OWNER:

COMUNIDAD NUEVO LAGO, INC.

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

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

Dated: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

DISTRICT:

MALAGA COUNTY WATER DISTRICT

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

Charles Garabedian, Jr.,  
President

Dated: \_\_\_\_\_



**EXHIBIT 'A'**

May 5, 2026

Malaga County Water District  
3580 S. Frank Avenue  
Fresno, CA 93725

Attn: Charles A. Garabedian, Board President

RE: Civil Engineering Services Proposal  
Malaga WWTP Disposal Pond Rehabilitation Project, Phase 1 - CDBG #25451

Dear Charles,

We are pleased to submit this proposal to provide civil engineering services for the subject project for the Malaga County District ("District"). Our understanding is that the District has received \$40,000 in Community Development Block Grant (CDBG) funding through Fresno County's CDBG program. The project intent is to prepare the plans, specifications and estimate for a project to improve the percolation capabilities of one or more of the disposal ponds at the District's Wastewater Treatment Facility.

As CDBG Engineer for the District, Yamabe and Horn Engineering ("Y&H") will serve as the Engineer of Record overseeing the preparation of the plans, specifications and estimate (PS&E) for the project and will assist the District with bidding the project, managing any required permitting, and administering the CDBG funding. Y&H acknowledges that the project is a public work and, as such, Y&H will make a determination as to the appropriate prevailing wages, will assist the District with registering the project with the Department of Industrial Relations, will provide assistance with associated documentation and will ensure that the contract documents include all required prevailing wage regulations & statutes.

Y&H proposes to use the services of Moore Twining Associates, Inc. ("MTI") for material sampling and testing of the disposal pond soils for determination of hazardous content and/or percolation-inhibiting layers. MTI will perform their services under a subconsultant contract with Y&H and Y&H will enter into an engineering services contract with the District.

It should be noted that the current funding agreement with Fresno County, identified as Phase 1, is for Design-phase only. That agreement notes that a future phase of the Project, funded under separate or amended agreement, will include the construction phase of the project. A separate proposal will be submitted for construction engineering services at that time.

The currently anticipated scope of services is proposed as follows:

### Design Engineering Phase

1. Material Sampling and Testing
2. Prepare 90% PS&E
3. Prepare 100% PS&E

### Bidding Phase

1. Prepare public noticing as required and coordinate bid document circulation
2. Respond to Bidder Requests for Information (RFIs)
3. Prepare addenda as necessary to clarify or update bid documents based on RFIs
4. Review submitted bids and make recommendation of award

### Funding Administration

1. Prepare all funding-related front end specification documents for inclusion in the bid package and submit for County review and approval prior to advertisement and prior to contract award
2. Prepare reimbursement request packages for District submission to Fresno County

### Assumptions

- CEQA Environmental documentation and clearance will be provided by Fresno County under the CDBG Agreement with the District. Any mitigation measures, conditions or requirements included in the County's environmental assessments will be integrated into the project design and administration.
- Permit fees are excluded from the engineering budget.
- Traffic Control Plans are not required.
- Publication costs associated with bid advertisement will be paid directly by the District.

We propose that all services provided by Y&H be billed on a Time and Material Basis, with invoicing to occur monthly in accordance with the attached fee schedule (Exhibit A-1). We propose that all services provided to Y&H by MTI will be billed to the District as actual cost. The total engineering budget for the project is estimated at \$40,000. This estimated fee will not be exceeded without prior written notification to the District, accompanied by an updated budget. Work will not be continued beyond the initial budget without additional authorization from the District.

We sincerely thank you for the opportunity to submit this proposal and we look forward to continuing working with you.

Sincerely,



Joshua Rogers  
Vice President

Yamabe & Horn Engineering, Inc.

**EXHIBIT A-1**

**Y&H 2026 Fee Schedule**



**YAMABE & HORN ENGINEERING, INC.**  
 CIVIL ENGINEERS - LAND SURVEYORS  
 2985 North Burl Avenue, Suite 101, Fresno, CA 93727  
 (559) 244-3123

**2026 Fee Schedule**

**Engineering**

Principal Engineer	\$ 285 per hour
Civil Engineer V	\$ 230 per hour
Civil Engineer IV	\$ 195 per hour
Civil Engineer III	\$ 180 per hour
Civil Engineer II	\$ 170 per hour
Civil Engineer I	\$ 155 per hour
Project Manager III	\$ 185 per hour
Project Manager II	\$ 175 per hour
Project Manager I	\$ 150 per hour
Assistant Engineer III	\$ 145 per hour
Assistant Engineer II	\$ 130 per hour
Assistant Engineer I	\$ 110 per hour

**Land Surveying**

Land Surveyor II	\$ 180 per hour
Land Surveyor I	\$ 165 per hour
Assistant Surveyor II	\$ 145 per hour
Assistant Surveyor I	\$ 120 per hour
2-Person Survey Crew (PW) <sup>3</sup>	\$ 325 per hour
1-Person Survey Crew <sup>3</sup>	\$ 210 per hour

**Construction Management**

Construction Manager II	\$ 200 per hour
Construction Manager I	\$ 165 per hour
Assistant Construction Manager	\$ 110 per hour
Project Services Administrator	\$ 120 per hour
Public Works Inspector III <sup>3</sup>	\$ 170 per hour
Public Works Inspector II <sup>3</sup>	\$ 165 per hour
Public Works Inspector I <sup>3</sup>	\$ 145 per hour

**Technical Services**

GIS/CAD Manager	\$ 165 per hour
GIS Analyst	\$ 130 per hour
GIS Technician	\$ 110 per hour
CAD Drafter II	\$ 115 per hour
CAD Drafter I	\$ 100 per hour
Clerical	\$ 90 per hour

**Direct Costs**

Travel	Fed Rate per mile
Subconsultants and Printing	Cost plus 10%

Notes:

1. Fee schedule is effective January 1, 2026 and will be adjusted each year as indicated on Proposal Sheets
2. Prevailing wage rates are shown for Fresno County.
3. Prevailing Wage OT services billed per rates established in Caltrans Cost Proposal Template



**REGULAR BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK AVENUE**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, April 28, 2026 at 6:00PM**

**item 14.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.

**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 April 14, 2026.

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

**Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve the consent agenda as amended, with correction on the VP's name.**

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

**6. New Business:** None for this meeting.

**7. Recreation Reports:**

**Director Castaneda reported that the recreation committee will be serving barbacoa at the Mother's & Father's Day Program and for bingo night, they will be serving potato enchiladas.**

**VP Cerrillo reported that the pool is scheduled to open Memorial Day weekend. Also, on May 1, Malaga Elementary will be hosting their school carnival for the first time in a decade.**

**8. Engineer Reports:**

a. District Engineer Report. None for this meeting.

b. CDBG Engineer Report:

- i. Pre-construction meeting for WWTP Screw Pump Replacement Project (CDBG 24451), and funds transfer for the installation of the screw pump.  
**Preconstruction meeting was originally held on April 24, but due to the departure of the project lead the meeting will be postponed to a later time.**

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

- a. New wire installation at the Malaga Park.
- b. Budget update. **Staff will meet with Gordon & Co to go over the 2024 audit and begin budget drafts for the upcoming fiscal year.**
- c. Pepsi community meeting at the recreation center. **First community meeting was held on April 23. In this meeting Pepsi, along with SJVAPCD, discussed their transportation improvements by switching to electric vehicles. Pepsi will host one more meeting on April 29.**

**10. President's Report: Report reserved for closed session.**

**11. Vice President's Report: VP Cerrillo reported a chlorine pump was ordered for the pool.**

**12. Director's Reports: None for this meeting.**

**13. Legal Counsel Report: None for this meeting.**

**14. Communications:**

- a. Written Communications:
  1. **Scholarship Night.** The Fowler HS scholarship awards will be held on May 4<sup>th</sup> at 6:00pm at the Fowler HS gym. The organizers would like to know who will be in attendance to present the Malaga Scholarship. Additionally, they request confirmation of the number of tickets needed for the graduation ceremony. Confirmation required before April 29.
  2. **Election Packet.** The Fresno County Elections office submitted a packet to the district to verify District information. Packet is to be submitted before July 1<sup>ST</sup>. Candidate filing period is from July 13 to August 7.

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: 6:32pm**

- a. Personnel Evaluations: All Positions (Government Code Section 54957.)
- b. Pending Litigation Ortiz v. Malaga County Water District; Case No. 25-cv-01803 (Government Code Section 54956.9.).

**Board came out of closed session at the time of 7:07pm. No reportable action.**

**16. Adjournment:**

**Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 7:08pm.**

### **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 April 28, 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 04/24/2026.

**Norma Melendez**, District Clerk