



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, February 28, 2023 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.
- ❖ 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:

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 February 15, 2023.

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

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

5. Old Business:

a. **Municipal Services Review.** As directed, a draft Municipal Services Review document is attached for review. If acceptable, the document would be submitted to Fresno County LAFCo for finalization. The Fresno County LAFCo would complete any attachments to the Municipal Services Review. It is noted that, as directed, the Municipal Services Review considers the area encompassed by the existing Sphere of Influence. It is also noted that it is recommended that properties now served by the City of Fresno south of North Avenue and Maple Avenue are removed from the Sphere of Influence because the Malaga County Water District will not provide services to the properties.

Recommended Action: Authorize submittal of the draft Municipal Services Review to Fresno County LAFCo for finalization.

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

6. New Business:

- a. **KYA Project.** A quote for the modification of the district facility entrance at Maple & Central has been submitted. The total price of modifications is \$113,558.90.

Recommended action: to approve proposed quote as presented or amended.

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

- b. **Vitro Easement.** Vitro has routed Temporary Easement language for consideration by the MCWD. The purpose of the Temporary Easement is to locate a temporary pipeline and utilize an existing basin on the Vitro property for the disposal of well development water from the proposed Well 5A.

Recommended Action: Consideration of the Temporary Easement language and direction to staff for proceeding to finalize an easement for execution by MCWD and Vitro.

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

- c. **High Speed Rail Amendment.** Consideration and necessary action of the Board of Directors to approve an amendment to a Right of Way Agreement, new Right of Way Agreement, and easement with the High-Speed Rail Authority.

Recommended action: Staff is recommending that the Board approve Resolution No. 02-28-2023, approving the amendment to the Right of Way Agreement, new Right of Way Agreement, and authorizing the President of the Board of the Board of Directors to sign the agreements along with the easement.

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

7. Incorporation Reports:

8. Recreation Reports:

9. Engineer Reports:

- a. District Engineer Report. *Items presented during old and new business.*
- b. CDBG Engineer Report: None for this meeting.

10. General Manager's Report:

- a. CSJ invoice.
- b. Donation letter.

11. President's Report:

12. Vice President's Report:

13. Director's Reports:

14. Legal Counsel Report:

15. Communications:

a. Written Communications:

1. *None for this meeting.*

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.*

16. Closed Session:

- a. Existing Litigation (Government Code Section 54956.9(d)(1).); Malaga v. Fresno Unified School District; Fresno County Cases No. 21CECG02198
- b. Potential Litigation (Government Code Section 54956.9(d)(2).); one case.

17. 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 February 28, 2023 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 02/24/2023.

Norma Melendez

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Wednesday, February 15, 2023 at 7:00PM

item 4.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: 7:00p.m.

- 2. Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.
VP Cerrillo arrived shortly after roll call at 7:01pm. All other board members present.
Also present: Moises Ortiz and Michael Slater

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

4. Old Business:

- a. **Charges to Developments.** A continued discussion from the previous meeting. The district engineer created a spreadsheet that lists the charges to the different developments.

Recommended action: for information and discussion.

Direction given to the GM to review policy regarding reinstatements with Gordon Saito and present at a meeting as soon as the policy is completed.

- 5. New Business:** None for this meeting.

- 6. Sheriff Report:** Presented by CSO, Elaine Montoya.
The CSO reported that this summer the Sherriff Department will be bringing the S.A.L. program back to the Malaga Park.

- 7. Incorporation Reports:** No new reports for this meeting.

- 8. Recreation Reports:**
Vice President Cerrillo suggests that the security guards hired for events should use a metal detector for body searches upon entering an event.

9. Engineer Reports:

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

10. General Manager's Report:

- a. Lift station SOP. Bruno's lift station has been rehabbed by district staff.
- b. Payroll update.
- c. Developer billing.
- d. Rental contract.

11. President's Report:

President Garabedian, Jr. reported that he had a good time at the Valentine's Dance and he will continue to make contact with the County of Fresno.

12. Vice President's Report:

Vice President Cerrillo had a great time at the Valentines Dance. He also made a suggestion to keep drinks separate from the kitchen to help with the work flow of

13. Director's Reports:

None for this meeting.

14. Legal Counsel Report: None for this meeting.

15. Communications:

a. Written Communications:

1. Hope Now invites the District to their 30th anniversary banquet scheduled for Thursday, February 23 at 5:30pm. Anyone who wishes to attend must RSVP before February 20.

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.*

16. 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 January 24, 2023.
- b. Minutes of the Special Board Meeting of February 6, 2023.
- c. Financial Statements and Accounts Payable reports.

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

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

17. Closed Session: 7:51p.m.

- a. Potential Litigation Pursuant to Government Code Section 54956.9
One (1) Case.
None for this meeting.

18. Adjournment:

Motion by Director Cerrillo, Jr., Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 8:13p.m.

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 February 15, 2023, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 4:00P.M. On 03/01/2023.

Norma Melendez

Norma Melendez, District Clerk

item 5.a.

MALAGA COUNTY WATER DISTRICT

MUNICIPAL SERVICE REVIEW AND SPHERE OF INFLUENCE AMENDMENT

Prepared for the
Fresno Local Agency Formation Commission

Brian Spaunhurst
Juan Lara
Amanda Graham
2607 Fresno Street, Suite B
Fresno, CA 93721

MALAGA COUNTY WATER DISTRICT

Water, Sewer, Park & Recreation Operation

Contact Information

Manager: Moises Ortiz
Address: 3580 S Frank Street
Fresno CA 93725
Phone: (559) 485-7353
Website: <https://www.malagacwd.org/>

Management Information

Governing Body: Five-member Board of Directors, elected to four-year terms
Board Members: Charles E. Garabedian Jr., PE, President | 2020–2024
Salvador Cerrillo Jr., Vice President | 2022–2026
Irma Castaneda | 2020–2024
Frank A. Cerrillo, Jr. | 2022–2026
Carlos Tovar Jr. | 2022–2026

Board Meetings: 6:00 PM on the second and fourth Tuesdays of each month at the District’s Office
Staffing: 14 employees

Service Information

Principal Act: County Water District Law (Water Code Section 30000-33901)
Empowered Services: Domestic water, irrigation water, wastewater, parks and recreation, solid waste

Services Provided: Domestic water, irrigation water, wastewater, parks and recreation, solid waste

General Location: Area immediately south of the City of Fresno

Population Served: Approximately 1,300

SOI: 2,642 acres

Infrastructure: Community center, playground, park, swimming pool, two softball fields, picnic area, exercise path, general recreation facilities, District office premises, three active wells, four inactive wells, water distribution system, sewer collection system, lift stations, wastewater treatment plant, percolation ponds.

Fiscal Information

Budget: \$4,049,543

Sources of Funding: Service charges, grants, portion of Fresno County property taxes

Rate Structure: Fees vary, see Master Fee Schedule for latest rates

Administrative Policies

Master Plan: Yes

District Rules/Regulation: Yes

SOI Updated: 2007

MUNICIPAL SERVICE REVIEW

PRINCIPAL ACT

Malaga County Water District (“District”) was formed in 1958 to provide water, sewer, solid waste disposal, and parks and recreational services to the residents of the community of Malaga. The mission of the Malaga County Water District is to manage the natural resources entrusted to the District, to provide reliable, high quality water supply, to provide healthy and sanitary wastewater services, and to provide safe, accessible recreation and park facilities.

The District’s formation was authorized pursuant to California’s County District Law (Water Code Section 30000-33901). Currently, the District provides municipal water, wastewater collection (“sewer”) service, solid waste collection, and parks and recreation facilities. The District is an independent special district governed by a five-member board of directors. The District is not governed by an outside legislative body such as a city council or a county board of supervisors.

SPHERE OF INFLUENCE UPDATE PROPOSAL

In order to update the District’s Sphere of Influence (SOI), Fresno LAFCo has prepared this service review in accordance with Government Code section 56430.

The District’s SOI currently encompasses approximately 2,674 acres (see Figure 1). The District proposes to remove approximately 77 acres from the northwestern corner of the SOI because the affected parcels are already served by the City of Fresno. This can also be found in Figure 1).

DISTRICT SERVICE AREA

The District’s boundary encompasses an area of approximately 1,667.68 acres adjacent to and overlapping with the southern edge of the City of Fresno’s (City) boundaries. The northern boundary is roughly along East North Avenue, with the western boundary roughly along the railroad running from north to south between the Maple and Cedar Avenue alignments with the eastern boundary along S. Minnewawa Avenue, and the southern boundary along E. American Avenue. As illustrated in Figure 1, the District boundaries overlap with the City of Fresno, as well as additional areas within the City of Fresno Sphere of Influence.

In addition, the District is currently serving seven parcels that lie outside of the District's boundaries. There is no immediate intention to annex those parcels.

The District's service boundary and the City of Fresno overlap in areas south of Central Avenue between Maple Avenue and South Chestnut Avenue. The City limits also currently extend over the District's boundaries south of Central Avenue on the west side of Maple Avenue. However, the City is not serving these areas as the City does not have water and sewer lines in place to do so. The District currently provides water and sewer to the existing developments in this overlapping boundary area. If the City intends to extend water and sewer services to Maple Avenue and further into the SOI of the District, there will be uncertainties regarding service provision that will require attention from LAFCo.

SPHERES OF INFLUENCE

The District's current Sphere of Influence, last updated in 1993, is illustrated in Figure 1.

DISTRICT SERVICES

LAFCo observes that the Malaga County Water District provides the following utility services:

- Water
- Sewer collection and treatment
- Parks and recreation facilities
- Solid waste collection

Water Service

Under Government Code (GC) section 56425(i), "when adopting, amending, or updating a sphere of influence for a special district, the commission shall establish the nature, location, and extent of any functions or classes of services provided by existing districts."

County Water Districts are granted powers by statute to do all things necessary to provide sufficient water in the district for any present or future beneficial use. Under State law, County Water Districts are authorized to serve as an aggregator to facilitate direct transactions within the boundaries of the district and charge a fee that is equal to the district's cost for providing that service.

The District provides water service to 310 residential accounts and 297 commercial/industrial accounts. The District water distribution mains and water supply wells are located as shown in Figure 2.

The District has three active and four inactive groundwater wells. Annually, the District's water demand is approximately 1,500 acre-feet. About 60 percent of the District's water demand is for commercial and industrial purposes. The Water Supply Permit is updated by the Division of Drinking Water as required.

Sewer Service

The District provides sanitary sewer service to most of the same residential and commercial/industrial accounts as the water service (see Figure 3). Some accounts are located in areas that the sanitary sewer collection mains have not yet been extended. The District has a Pretreatment Program that regulates the discharge of the commercial and industrial accounts.

The WWTP is regulated by Waste Discharge Requirements Order No. R5-2020-0001, which requires land disposal of the effluent. The treatment facilities have a design capacity of 1.2 mgd; however, the disposal ponds have a capacity of 0.85 mgd. Waste Discharge Requirements are updated by the Regional Water Quality Control Board as required.

Solid Waste Collection

The District provides solid waste services via contract with Industrial Waste & Salvage (IWS) to all of its customers within its service area. The District provides solid waste to residential and commercial/industrial customers. IWS also provides street sweeping services to District customers.

DISTRICT BACKGROUND

The Malaga County Water District was formed in 1958 and provides water, sewer, solid waste collection, and parks and recreation services to the community of Malaga, a census-designated place. The mission of the Malaga County Water District is to manage the natural resources entrusted to the District, to provide reliable, high quality water supply, to provide healthy and sanitary wastewater services, and to provide safe, accessible recreation and park facilities.

POPULATION GROWTH

In this section of the MSR, demographic information gathered from the 2013–2017 US Census – American Community Survey (ACS), land use policy documents adopted by the land use authorities, and growth projection reports were used to estimate population growth within the District’s service area. Most of the District’s service area and the entirety of the Census Designated Place of Malaga is subject to the land use authority of the County of Fresno. The US Census American Community Survey data for 2019 show that approximately 1,186 persons reside within Malaga.¹

The County of Fresno is the land use authority for the unincorporated portions of the District. County General Plan Policy LU-G.7 states, “...the County shall establish and maintain land use controls on unincorporated land within the spheres of influence consistent with the policies of the County community plan...” The unincorporated portions of the District are within the County’s Roosevelt Community Plan and are designated for General and Limited Industrial uses. Staff notes that the last amendment to the County’s Roosevelt Community Plan land use diagram was in 1993.

LAFCo notes that as a matter of Commission policy, cities should be the providers of urban services due to their high visibility, substantially broader resources of revenue, and their historical and legal right to provide services and controls to citizens within their boundaries, particularly land use planning services and controls.

The District monitors potential development within the SOI and reviews the capacity of the required water and sewer infrastructure to determine its ability to provide services. At its

¹ United States Census American Community Survey. [Census - Table Results](#). Accessed 2 July 2021.

inception, the District had prepared a Master Plan. A draft update to the Master Plan has been prepared and is intended to be finalized and adopted in 2023.

DISADVANTAGED UNINCORPORATED COMMUNITIES

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH) requires LAFCo to make determinations regarding “disadvantaged unincorporated communities” (DUCs) when considering a change of organization, reorganization, SOI expansion, and when conducting municipal service reviews.

For any SOI updates of a local agency (city or special district) that provides public facilities or services related to sewer, municipal and industrial water, or structural fire protection, the Commission shall consider and prepare written determinations regarding the present and planned capacity of public facilities and adequacy of public services, and infrastructure needs or deficiencies for any disadvantaged unincorporated community within the SOI of a city or special district.²

Government Code sec. 56033.5 defines a DUC as: i) “inhabited territory” (12 or more registered voters), as defined by sec. 56046, or as determined by commission policy, that constitutes ii) all or a portion of a “disadvantaged community” as defined by sec. 79505.5 of the Water Code. Water Code sec. 79505.5 defines “disadvantaged” as a territory with an annual median household income (MHI) that is less than 80 percent of the statewide annual median household income. On January 9, 2013, Fresno LAFCo exercised its powers and adopted policy that refined the DUC definition as follows: a DUC shall have at least 15 dwelling units at a density not less than one unit per acre.

This section of the report uses County of Fresno’s Geographic Information System (GIS) parcel mapping information and U.S. Census data to quantify the economic composition of the census block groups within the vicinity of the District’s boundaries. GIS files were derived from the U.S. Census Bureau’s ACS compiled for the five-year period 2016–2020 to identify the demographic composition within the District’s service area. Although the ACS provides three-year estimates on an annual basis and five-year reports, the five-year demographic reports provide the most precise demographic data and census mapping information available for analyzing small populations. The five-year ACS reports are the most reliable form of available information generated by the U.S. Census.³ California’s statewide MHI reported for years 2016 through 2020 was \$78,672, therefore, the DUC threshold is any geographic unit with an MHI that is less than \$62,938.

Most of the District’s service area is unincorporated. There are three small areas that overlap with the City of Fresno (see Figure 1). A portion of the District is defined as a DUC in accordance with Fresno LAFCo Policy 106, Government Code Section 56046, and Water Code 79505.5. The current MHI in the area is \$42,792.

²Government Code section 56425(e)5, Present and Probable need; disadvantaged unincorporated communities

³ US Census Bureau <https://www.census.gov/programs-surveys/acs/guidance/estimates.html>. Accessed 17 September 2019.

PLANNED CAPACITY OF PUBLIC FACILITIES

Water Service

The District maintains its water system on an ongoing basis. The District's infrastructure includes three active groundwater wells located near Malaga. Current water demands require the District to run three wells. The District has destroyed one well in the past. Four (4) of the wells are inactive. Future construction of wells, if necessary, will be financed through loan and grant opportunities. A new well to replace Well No. 3 has been designed and a new well to replace Well No. 5 is presently being designed.

In the 2007 District MSR, LAFCo encouraged the District and other affected local agencies to:

- As required by State law for all "projects" as defined by CEQA, consider and mitigate groundwater overdraft during the mandated environmental review process that would result in new or increased demands on water resources and/or intensification of urban uses; and
- Work together to collectively identify and implement feasible strategies to eliminate groundwater overdraft in the Fresno/Clovis Metropolitan Area, including territories that may be the subject of future applications to LAFCo for a change of organization and reorganization.

Water availability in the Central Valley will be one of the various issues Fresno LAFCo will carefully consider when reviewing sphere of influence updates. The District has adopted a summer watering schedule (starting March 2 and ending October 31) that limits outdoor watering to two specified days per week depending on property address number. A violation citation structure has been adopted by the District, and citation penalties are identified in the District's Master Fee schedule. The District encourages water conservation measures and provides watering saving strategies on the District website.

Water is a vital and finite resource for the entire Fresno region. The District has special legislation in place to protect its groundwater resources. The District requires Fresno County Public Health Department to route new well permit requests through the District for comment.

With the passage of California's Sustainable Groundwater Management Act (SGMA) of 2014, Fresno LAFCo observes that the District's participation with responsible groundwater management will be essential within the greater region. It is acknowledged that individual water agencies each have their own interests, which sometimes compete with the interests of others for water resources. As noted in the District's 2007 MSR, the County has further expressed concern that groundwater overdraft in the area may affect the ability of smaller service providers with limited resources and minimal surface water entitlements to continue to provide water service to their customers.

The Department of Water Resources (DWR) has developed a Strategic Plan for its Sustainable Groundwater Management (SGM) Program. DWR's SGM Program will implement the new and expanded responsibilities identified in SGMA. Some of these expanded responsibilities include: (1) review and approve proposed modifications to groundwater basin boundaries; (2) evaluate

and annually review Groundwater Sustainability Plans (GSPs) and Alternative Plans; and (3) complete the prioritization of the state's groundwater basins.⁴

SGMA defines sustainable groundwater management as the management of groundwater supplies in a manner that can be maintained during the planning and implementation horizon without causing undesirable results. This responds to the DWR's California Statewide Groundwater Elevation Monitoring (CASGEM) "high" priority ranking for San Joaquin Valley groundwater basins.

The District participates in several metropolitan water supply groups including the Fresno County SGMA working group. The District is a member of the North Kings Groundwater Sustainability Agency (GSA). The GSA adopted its GSP in November 2019.⁵

Sewer Service

Wastewater collected within the District is treated at the District's Wastewater Treatment Plant (WWTP). The District informed LAFCo that the existing sewer pipeline infrastructure adequately provides sewage treatment for existing demands. The District maintains sewer main lines on an ongoing basis.

In May 2018 the Central Valley Water Board adopted Resolution R5-2018-0034, which approved new nitrate and salt control programs. The District participates in the Central Valley Salinity Coalition in the efforts associated with the salt control program. The District participates with the Kings Water Alliance Management Zone in the efforts associated with the nitrate control program.

Solid Waste Collection

The District provides solid waste collection services to the majority of the residents within the District's service area. The District contracts with Industrial Waste and Salvage for solid waste collection services; service contracts with the company are renewed on a five-year basis. It appears that the contract renewal process assists the District to maintain its solid waste services operation at an adequate service level.

DISTRICT FINANCES

This section of the MSR includes financial information provided by the District. The District provided financial data to determine if the District has sufficient revenues and financial systems to continue its provision of services to its customers. The following information and analysis section is based on financial statements, annual budgets, and supportive documents provided by District management. The District's primary sources of financing are user rates charged to customers and special assessments. The District board of directors adopts an annual budget which projects operational and maintenance costs on an annual basis. Revenue for the District is

⁴ California Department of Water Resources https://water.ca.gov/-/media/DWR-Website/Web-Pages/About/Files/Publications/DWR-Strategic-Plan-2018_v4.pdf Accessed 17 September 2019.

⁵ North Kings GSA <https://www.northkingsgsa.org/groundwater-sustainability-plan/> Accessed 17 June 2020.

obtained through utility fees charged to customers for water, sewer, solid waste disposal, pre-treatment, and recreation services.

The District has a Master Fee Schedule, which was last revised on May 24, 2022.⁶

Water

Each single-family residence or ESU is charged \$12.85 per month for water service. Each additional ESU is \$12.85 per month. The fee charged to a residential user can increase based on the water usage and the meter size.

Sewer

The residential sewer rate is \$44.59 per month. The industrial/commercial sewer rate is \$59.19 per month.

The sewer connection fee per ESU is \$1,918.65. Residential and sewer permit fees are \$46.51 per connection. Additional charges are placed on sewer users when they exceed thresholds for biological oxygen demand, suspended solids, or electric conductivity.

Solid Waste

Residential solid waste collection customers pay a flat rate of \$29.46 per month. Commercial solid waste customers may pay the following fees per month, dependent on service type demand:

- Roll Off Rental Rate: \$181.20
- Disposal Rate: \$63.81
- Old Corrugated Cardboard/Containers Rate: \$21.66
- Plastic Rate: \$12.32
- Haul Rate: \$202.10

The CWD collects a monthly minimum fee for private fire line service which is based on pipe size, and square footage of the connection served. The fees are as shown below:

Meter Size	Area Allocation	Monthly Cost
2" Meter	8,000	\$23.31
3" Meter	15,000	\$43.70
4" Meter	25,000	\$72.83
6" Meter	40,000	\$145.66
8" Meter	64,000	\$233.05
10" Meter	92,000	\$335.01

The District also collects fees for use of recreational facilities. These facilities include a community center, playground, park, swimming pool, two softball fields, picnic area, exercise path, and other general recreation facilities. These facilities are rented out for various rates, depending on the facility and the size of the group.

The District's prepares an annual budget and receives regular audits. The table below describes the total revenue vs the total expenditures from 2013 to 2021. At the end of 2013, the District's

⁶ Malaga County Water District Master Schedule of Fees, Charges, Penalties, and Recovered Costs. [rateschedule12 \(00012136\).DOC \(malagacwd.org\)](#). Accessed 9 February 2023.

net position was at \$6,528,872 and as of the end of FY 2020-2021, the District's net position is now at \$7,931,065. Since 2013, the District's net position has been increasing over time. The total assets of the District exceed its total liabilities as of June 30, 2021 by \$7,931,065.

Table 1: District Revenues vs. Expenses (2013-2021)

Fiscal Year	Total Revenue	Total Expense	Total Net Position, End of Year	Change in Net Position from Previous Year
FY 2013-2014	\$2,619,334	\$2,566,569	\$6,528,872	+\$52,765
FY 2014-2015	\$2,928,453/	\$3,026,647	\$6,430,678	-\$98,194
FY 2012-2016	\$3,620,827	\$3,126,782	\$6,924,723	+\$494,045
FY 2016-2017	\$3,461,606	\$3,419,441	\$6,966,888	+\$42,165
FY 2017-2018	\$3,565,534	\$3,482,003	\$7,050,419	+\$83,531
FY 2018-2019	\$4,885,905	\$4,000,026	\$7,936,298	+\$885,879
FY 2019-2020	\$4,581,199	\$4,457,250	\$8,060,247	+\$123,949
FY 2020-2021	\$3,683,111	\$3,812,293	\$7,931,065	-\$129,182
Source: Audits - Malaga County Water District (malagacwd.org)				

The District's total debt decreased by a net of \$225,029 during FY 2021. The decrease was mostly attributable to the debt service payments. During the prior year, total debt increased by a net of \$218,432. This was mostly attributable to the acquisition of a loan to finance improvements to continue to provide safe drinking water. The District's long-term debt totaled \$2,519,100, due and payable over the next 22 years.

LAFCo observes that that District adequately maintains a steady stream of revenue for District services. Based on available financial information, it appears that the District is able to meet its financial obligations as a service provider. The District utility user rates provide the main source of revenue for the District which finances operation and administrative expenses. The District maintains accurate records and adopts budgets as part of its annual budget process. MCWD funds are sufficient to cover the cost of providing services.

OPPORTUNITIES FOR SHARED FACILITIES

This section of the MSR considers the use of shared facilities and their potential to offset costs or promote greater efficiency in providing municipal services within the region.

The District's service boundary and the City of Fresno overlap in areas south of Central Avenue between Maple Avenue and South Chestnut Avenue. The Fresno city limits also currently extend over the District's SOI boundary south of Central Avenue, near Maple Avenue. Using a contract service provider, Industrial Waste & Salvage, the District provides solid waste service to that portion of the District located within the City of Fresno; the District also provides water and wastewater services to the areas of overlap. The City's 2016 MSR echoed its 2007 MSR and noted that greater economies of scale and efficiency in solid waste services may be achieved by having this service provided by the City of Fresno. Further, in MCWD's 2007 MSR, the Commission authorized LAFCo staff to confer with MCWD and the City of Fresno regarding the possible transfer of obligations to City to provide solid waste services for the portion of the District located within the City. While transfer of this service to the City has not occurred to date, during the process of this MSR, the City indicated an interest in a collaborative city and county solid waste

program, which may create a more cohesive and orderly system for solid waste services and related contracts in the County. This option is discussed in further detail below.

Certainly, enhanced collaboration between the City and the District should be considered to ensure effective communication and regional planning for the utility services offered by both agencies.

Local Agency Boundary Overlaps

The District service area overlaps with the following special districts:

- Fowler Cemetery District
- Kings River Conservation
- Fresno County Service Area No. 33
- Fresno County Fire Protection District
- Fresno Metropolitan Flood Control District
- Fresno Irrigation District
- Fresno County Library District
- Fresno Mosquito and Vector Control District
- West Fresno County Red Scale Protective District

GOVERNMENTAL ACCOUNTABILITY

This section of the MSR considers the adequacy of the District's current boundaries, SOI, and governing structure under which the District was formed and operates. California Water Code section 30000–33900 enables the formation of County Water Districts to provide a variety of municipal services. However, the California Government Code offers very few government structure options for County Water Districts.

The District is an independent special district with its separate board of directors, not governed by other legislative bodies (either a city council or a county board of supervisors). A body of five elected officials serves as the governing body of the District. The five members of the board are elected by voters within the District boundaries. Citizen participation in the election of District board members is an essential component of local government accountability.

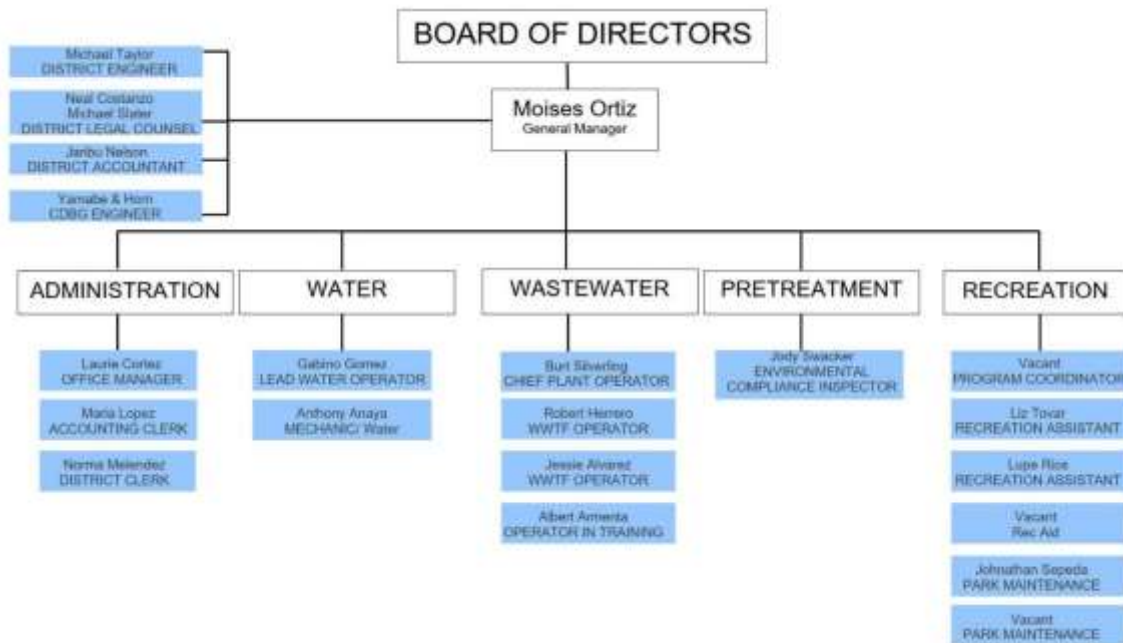
Two District board members' terms will expire in 2024, and the remaining three will expire in 2026. Board members are subject to recall by District voters through the recall procedures set forth in Chapter 2, Division 13 of the Elections Code. Elections for District board members are held at the same time as the statewide general elections conducted by the Fresno County Clerk/Registrar of Voters.⁷

The Board creates policies by adopting resolutions or District ordinances through public hearings. District meetings are held twice a month on the second and fourth Tuesdays at 6:00 pm at the District office located at 3850 S Frank Street in Fresno. Meetings are noticed consistent with Brown Act requirements, which include postings in public places, such as the District office and the District website.

⁷ Resolution No. 06-12-2018

The District is managed by a General Manager and staffed by 14 employees. The District's government structure is illustrated in Figure 4 and appears to be appropriate to ensure services are adequately provided and managed.

Figure 4: Malaga County Water District Organizational Chart 2023



DISTRICT INFRASTRUCTURE

The District offers a number of services to its customers. The District owns and operates public facilities and infrastructure necessary to provide water, sewer (collection and treatment), parks and recreation operation, and contracts for solid waste collection.

As mentioned previously, the District has three active and four inactive groundwater wells. The CWD owns its water distribution system. The CWD owns its wastewater treatment plant (WWTP), and related facilities, including three lift stations, sewer lines, disposal ponds, and two buildings. In addition, the CWD owns the Water Manager's office and a storage building. The CWD owns and operates a recreation center, complete with a kitchen, full gym, dance room, senior room, office, arts and crafts room, park, swimming pool, pool office, storage rooms, two softball fields, playground equipment, and caretaker residence.

ANY OTHER MATTERS RELATED TO EFFECTIVE OR EFFICIENT SERVICE DELIVERY, AS REQUIRED BY COMMISSION POLICY

The District currently has seven out-of-District service agreements with property owners for providing water and wastewater service.

The District indicated there are three areas where the City of Fresno and the District overlap. Two of these areas are south of Central Avenue, just west of South Chestnut Avenue. The City and District also overlap south of Central Avenue, near Maple Avenue (see Figure 1). The City does not have water and sewer lines extending near this overlapping area, so the District currently provides those services to this overlapping area. This overlap in boundaries has the potential to create confusion regarding the service provider to existing and especially newly developing properties.

There is the possibility that the City can absorb the District into the City's Service area in the future. If so, then the District facilities would become part of the City's facilities to provide service to City water and sewer customers. While transition to the City may provide cost savings and potentially economies of scale, the full financial, social, and operational impacts of such a transition are unknown at this time. A full analysis of such a transition would be necessary should the City be interested and actively pursue the District's service area.

As there are no infrastructure connections between the City system and the District's, another option is for the City to adjust its boundaries to eliminate the overlapping boundary, and for the District to continue to provide service within its current sphere and boundary. This boundary adjustment would not affect the District's provision of water and sewer service but could have the potential of limiting other city services such as police and fire protection and street lighting to these existing City properties. In this case, the County of Fresno would have to provide those services.

North Kings Groundwater Sustainability Agency

The North Kings GSA is a Joint Powers Authority formed in December 2016. The GSA presides over a portion of the Kings Subbasin, a hydrologic region that includes parts of Fresno, Tulare, and Kings Counties. The water in the subbasin is supplied from the Kings and San Joaquin Rivers. Drought and other challenges have led to a gradual decline in groundwater conditions. In order to comply with SGMA and improve groundwater conditions, the GSA adopted a GSP in November 2019 to consider its adoption. The District is a groundwater pumping agency in the GSA that participated in the development of the GSP as Interested Parties.

Member and Participating Agencies

Members

- Biola Community Services District
- City of Fresno
- City of Clovis
- City of Kerman
- County of Fresno
- Fresno Irrigation District
- Garfield Water District
- International Water District

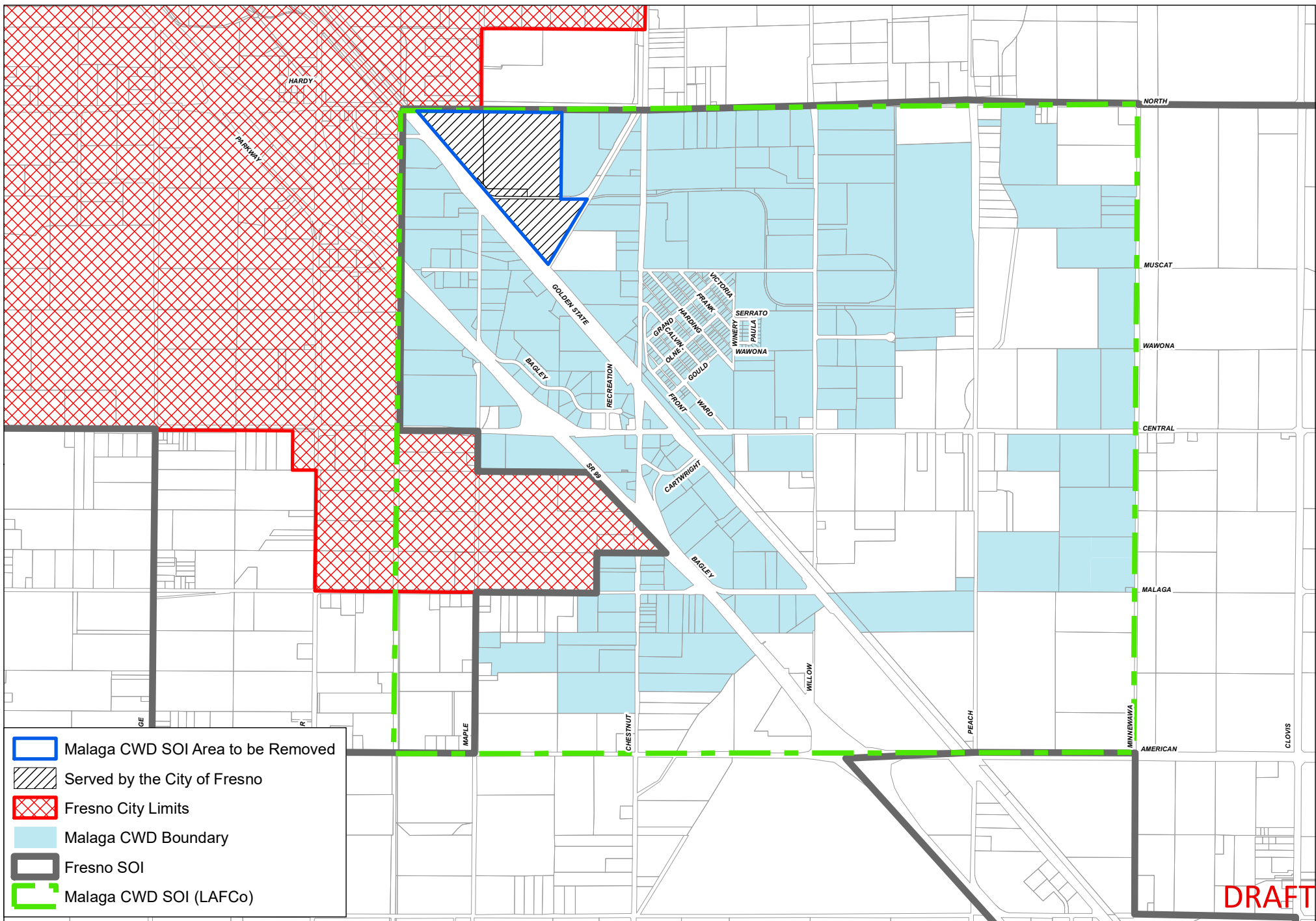
Participating Agencies

- Bakman Water Company
- Fresno Metropolitan Flood Control District

List of Figures:

1. Malaga County Water District Boundary and SOI Map
2. Malaga County Water District Facilities Map
3. Malaga County Water District Sewer System Map
4. Malaga County Water District Organizational Chart 2023

DETERMINATIONS





item 6.a.

PREPARED FOR

Moises Ortiz

Malaga County Water District

moisesortiz0905@gmail.com

02/17/2023

Malaga County Water District /
Entrance at Central & Maple //
Modification

Project Number 1-4-23720

CMAS: 4-20-78-0089C

Contact

Jezzal Quintana
1800 E. McFadden Ave.
Santa Ana, CA

Jezzal.quintana@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379



Proposal: 1-4-23720

To: Malaga County Water District
3580 S Frank Avenue
Fresno
California
93725

Date: February 17, 2023

Terms: Net 30

CMAS: 4-20-78-0089C

Base Contract: February 10, 2025

Contract Terms: Feb 26, 2020 - Feb 10, 2025

c/o: Malaga County Water District

RA: Jezzal Quintana

RA Phone:

RA Email: Jezzal.quintana@theKYAgroup.com

Site: Malaga County Water District

Address: 3580 S Frank Avenue
93725

Site Qualifications and General Scope of Work

DIR # 1000003379

CMAS- KYA GSA- KYA Services (4-20-78-0089C)

Includes Sales Tax

PLEASE NOTE A DIR # & PO WILL BE REQUIRED TO MOVE FORWARD WITH THIS PROJECT.

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23720



SCOPE OF WORK - PRICING

Malaga County Water District / Entrance at Central & Maple // Modification	Quantity	U/M	Price	Value
<u>ASPHLT</u> <u>ASPHALT</u>	2,500.00	SF	\$10.63	\$26,575.00
<u>SEALCOAT</u> <u>SEAL COAT ASPHALT</u>	2,500.00	SF	\$2.52	\$6,300.00
<u>3/4IN CL 2 BASE P</u> <u>CLASS 2 AGGREGATE BASE- PERMEABLE</u>	58.00	CY	\$101.44	\$5,883.52
<u>RMIXCON</u> <u>READY MIX CONCRETE</u>	25.00	CY	\$217.61	\$5,440.25
<u>ELM01PS002</u> <u>ELEMENTS PRIVACY SCREEN</u>	25.00	EA	\$126.95	\$3,173.75
<u>ELM01CL001</u> <u>ELEMENTS GALVANIZED CHAIN LINK FENCING</u>	25.00	EA	\$168.41	\$4,210.25
<u>ELM01CL002</u> <u>ELEMENTS GALVANIZED METAL TOP RAIL</u>	25.00	EA	\$29.91	\$747.75
<u>ELM01CL003</u> <u>ELEMENTS GALVANIZED METAL FENCE CORNER P</u>	18.00	EA	\$39.61	\$712.98
<u>ELM01CL004</u> <u>ELEMENTS GALVANIZED STEEL FENCE LINE POS</u>	24.00	EA	\$34.54	\$828.96
<u>ELM01CL005</u> <u>ELEMENTS GALVANIZED METAL BRACE BAND</u>	65.00	EA	\$2.85	\$185.25
<u>ELM01CL006</u> <u>ELEMENTS GALVANIZED METAL CARRIAGE BOLT/</u>	34.00	EA	\$13.29	\$451.86
<u>Dumpster Service</u>	6.00	EA	\$788.17	\$4,729.02
<u>Specialty Equipment Service</u>	6.00	EA	\$1,973.00	\$11,838.00
<u>Removal of Existing Surface</u>	2,500.00	SF	\$2.32	\$5,800.00
<u>Operating Engineer Journeyman</u>	62.00	HRS	\$128.25	\$7,951.50
<u>General Laborer Journeyman</u>	162.00	HRS	\$128.25	\$20,776.50
<u>General Laborer Material Handler Level 1</u>	75.00	HRS	\$88.79	\$6,659.25
<u>Bonding Fee</u>	1.00	EA	\$1,295.06	\$1,295.06
Total Price				\$113,558.90

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23720



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:	Signature:	<u>Jezzel Quintana</u>
By: (Print)	By: (Print)	<u>Jezzel Quintana</u>
Title:	Title:	<u>Regional Advisor</u>
Date:	Date:	<u>February 17, 2023</u>

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23720

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (the "TCE") is by and between Vitro Flat Glass LLC, with a facility in County of Fresno, California ("Property Owner") and Malaga County Water District, a county water district organized and existing under the laws of the State of California ("Malaga").

WHEREAS, Malaga desires to obtain a temporary construction easement from Property Owner for the purposes of installing a temporary pipeline, and all required incidentals hereto to accomplish the TCE Work, on, over, under and through the Property Owner's real property situated in the County of Fresno, State of California, described in Exhibit A and B attached hereto and made a part of this TCE (the "Property")

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows

1. Incorporation. The Recitals set forth above are incorporated herein.

2. TCE Grant. Property Owner hereby grants to Malaga a temporary construction easement as follows:

For the purposes of Malaga installing a temporary pipeline by conveying and disposing of well development water from the construction of Well 5A. Disposal of well development water will be within an existing basin on Property Owner's Property ("TCE Work"), with the activities described herein being limited to the area(s) delineated on Exhibit A and Exhibit B and collectively referred to as (the "Temporary Easement Area").

3. TCE Work. Malaga, including Malaga's employees, agents, and contractors, shall (i) diligently pursue the TCE Work to completion; (ii) perform, or cause the same to be performed, in a good and workman like manner and in compliance with all governmental requirements; and (iii) pay all costs thereof.

4. Term. The term of this TCE shall be for a period of nine (9) months commencing on _____ and shall terminate on _____ (the "Term"). Notwithstanding the foregoing, in the event Malaga breaches the terms and conditions of this TCE, or if its activities on the Property materially impacts Property Owner's use and access to the Property, Property Owner has the right to immediately terminate the TCE.

5. Indemnification. Malaga agrees to indemnify, hold harmless, protect and defend Property Owner from and against any and all claims, causes of action, liabilities, losses, penalties, fees, costs and damages arising out of or related to any act, omission, or neglect of Malaga or that of Malaga's agents, employees, representatives and/or contractors, or arising from or related to Malaga's use of the above-described real property for TCE Work.

6. Restoration. Upon completion of the TCE Work Malaga shall, at its sole cost and expense (i) repair any damage; (ii) restore the Temporary Easement Area to the same condition that existed prior to Malaga's use under this TCE; (iii) remove all personal property; and (iv) repair or restore any fences, structures, driveways, grass or other improvements on the Property disturbed by the TCE Work.

7. Representations and Warranties. Malaga represents and warrants that it is insured with enough coverage to cover Malaga's use of and its activities on the Temporary Easement Area under this TCE.

8. Reservation of Rights. Property Owner reserves the right to fully use and enjoy said Temporary Easement Area, except for the purposes herein granted to Malaga.

9. Compliance with Laws. This TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, Malaga shall comply with all laws, ordinances, and regulations pertaining to its use, including obtaining all required license and permits for the TCE Work. Malaga shall re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, as required by State and local laws and applicable TCE Work permits.

10. Entire Agreement. This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties regarding the subject matter hereof and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement signed by the authorized representatives of both parties.

11. Successors, Heirs, and Assigns. The provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.

12. Electronic Signatures. This TCE may be executed by electronic signature(s) and transmitted by email or through verified electronic signature platform and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

IN WITNESS WHEREOF, this Temporary Construction Easement is executed by the duly authorized representatives of both parties.

Vitro Flat Glass LLC:

By: _____

Name: _____

Title: _____

Date: _____

Malaga County Water District

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

A portion of Lot 1 and Lot 16 of Malaga Tract, as recorded in Book 2 of Plats, at Page 17, Fresno County Records, located in the northeast quarter of Section 30, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, being more particularly described as follows:

Commencing at the northeast corner of said Section 30; thence South $00^{\circ}01'53''$ West, along the east line of said Section 30 a distance of 251.51 feet; thence North $89^{\circ}58'07''$ West, perpendicular to said east line a distance of 62.79 feet to the west right-of-way of South Peach Avenue and the True Point of Beginning; thence

1. North $89^{\circ}58'07''$ West, perpendicular to said east line, a distance of 20.06 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 6638.00 feet, a radial to the beginning of said non-tangent curve bears North $85^{\circ}42'46''$ East; thence
2. southerly, along the arc of said non-tangent curve, through a central angle of $3^{\circ}41'52''$, an arc distance of 428.41 feet; thence
3. North $89^{\circ}58'07''$ West, perpendicular to said east line, a distance of 1,249.85 feet to the west line of said Lot 1; thence
4. South $00^{\circ}07'48''$ West, along the west line of said Lot 1 and said Lot 16, a distance of 215.09 feet; thence
5. South $89^{\circ}58'07''$ East, perpendicular to said east line, a distance of 703.23 feet; thence
6. South $00^{\circ}01'53''$ West, parallel to said east line, a distance of 126.47 feet; thence
7. South $89^{\circ}58'07''$ East, perpendicular to said east line, a distance of 567.38 feet to said west right-of-way of South Peach Avenue; thence
8. North $00^{\circ}01'53''$ East, along said west right-of-way, a distance of 269.65 feet to the beginning of a tangent curve, concave westerly and having a radius of 6,658.00 feet; thence
9. northerly, continuing along said west right-of-way and the arc of said tangent curve, through a central angle of $4^{\circ}18'20''$, an arc distance of 500.32 feet to the Point of Beginning.

Containing 8.12 acres, more or less.

END OF DESCRIPTION



Date
Signed 1/10/23

POINT OF COMMENCEMENT
NORTHEAST CORNER SECTION 30-14/21

TRUE POINT OF BEGINNING

S0°01'53"W 251.51'
N89°58'07"W 62.79'

N89°58'07"W 20.06'

RADIAL=N85°42'46"E

LEGEND

8.12 ACRES (TEMPORARY EASEMENT)



LOT 1
MALAGA TRACT

NORTH LINE LOT 16 (MALAGA TRACT)

N89°58'07"W 1249.85'

WEST LINE OF LOT 1
OF MALAGA TRACT

S0°07'48"W
215.09'

S89°58'07"E 703.23'

WEST LINE OF LOT 16
OF MALAGA TRACT

LOT 16
MALAGA TRACT
BK. 2 OF PLATS
PG. 17, F.C.R.

S0°01'53"W 126.47'

S89°58'07"E 567.38'

N0°01'53"E 269.65'

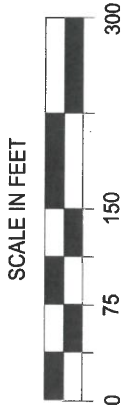
R=6638.00', L=428.41', Δ=3°41'52"
R=6658.00', L=500.32', Δ=4°18'20"

SECTION LINE

S. PEACH AVE.



DATE SIGNED: 1/10/2023



SCALE IN FEET

EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

TEMPORARY EASEMENT

MALAGA WATER DISTRICT
FRESNO COUNTY

EXHIBIT B

SURVEYOR:
BRYAN W. BOWERS

DATE: 2023-0110

JOB NO: 105722003

SHEET 1 OF 1

Malaga County Water District

Staff Report

Meeting Date: February 28, 2023

Agenda Item No: 6(c)

Resolution No: 02-28-2023

Subject:

Consideration and necessary action of the Board of Directors to approve an amendment to a Right of Way Agreement, new Right of Way Agreement, and easement with the High Speed Rail Authority.

Summary

The District and the High Speed Rail Authority previously entered into a Right of Way Agreement whereby the Authority acquired a strip of property and an easement along the southern boundary of the District's property at the Wastewater Treatment Facility. The property and easement were acquired for the purposes of constructing the Authority's Central Ave. overpass over the railroad tracks west of the District's WWTF and to underground PG&E's overhead powerlines which also run on the southern boundary of the District's property. The original agreement required the District to construct a temporary fence along the southern edge of the WWTF property during the construction of the Authority's overpass. This requirement has been eliminated because the Authority will be able to underground PG&E's facilities and construct its overpass without removing the existing fence, or by temporarily removing sections of the existing fence. If for some reason a temporary fence is needed, the Authority will provide the temporary fence at the Authority's expense. The District received \$6,995 in compensation for the temporary fence which the District will credit back to the Authority under the amendment to the Agreement. The original easement executed by the District for the undergrounding of the utilities also provided the Authority with access to the easement for the purposes of inspecting/maintaining the overpass and undergrounded utilities by giving the District 48 hours' notice that access was required. After entering into the agreements, PG&E informed the Authority that the 48-hour notice requirement was unacceptable to PG&E and that it required 24/7 access to its facilities. Therefore, a new right of way agreement has been negotiated between the parties which will allow for the construction of a new entrance into the WWTF for PG&E's exclusive use which will require the District to install a driveway, gate, and an all-weather pad to allow PG&E trucks to access the roads around the percolation ponds. The new entrance is indicated on the attached

drawing. The District will receive a total of \$193,178 from the Authority which includes \$178,178 for the construction of the improvements, \$15,000 for maintenance of the improvements, minus \$6,995 credit for the temporary fence the District will not have to install.

Recommendation

Staff is recommending that the Board approve Resolution No. 02-28-2023, approving the amendment to the Right of Way Agreement, new Right of Way Agreement, and authorizing the President of the Board of the Board of Directors to sign the agreements along with the easement.

By Moises Ortiz, General Manager and Neal E. Costanzo, General Counsel

RESOLUTION NO. 02-28-2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT APPROVING THE FIRST AMENDMENT TO A RIGHT-OF-WAY AGREEMENT ENTERED INTO IN 2017, A NEW RIGHT-OF-WAY AGREEMENT FOR AN EASEMENT DEED RELATED TO THE CONSTRUCTION OF AN OVERPASS ON CENTRAL AVENUE, THE UNDERGROUNDING OF PG&E UTILITIES, AND ACCESS TO THE PG&E FACILITIES AND EASEMENT

WHEREAS, in 2017, the Malaga County Water District (“District”) and the California High Speed Rail Authority (“Authority”) entered into an agreement and right of way agreement where the Authority would acquire certain property for the construction of an overpass on Central Avenue and an easement for the undergrounding of PG&E powerlines along the southern boundary of the District’s waste-water treatment facility property; and

WHEREAS, these agreements and easement also allowed the Authority and PG&E access to the easement by giving the District forty-eight (48) hours’ notice of their need to enter the Districts property to access the easement; and

WHEREAS, the agreements also provided the District with certain compensation for the property and easements acquired by the Authority and compensation to the District for the installation of a temporary construction fence and replacement of the existing chain link fence on the southern boundary of the District’s property; and

WHEREAS, the parties desire to amend the existing agreements to remove the requirement that the District erect a temporary fence during the construction of the Authorities overpass, provide exclusive access to the easement for PG&E, and to compensate the District for the construction of a driveway, gate, and other facilities to allow PG&E such access; and

WHEREAS, to accomplish their goals, the parties have negotiated an amendment to the prior right-of-way agreement (“First Amendment”) which eliminates the requirement that the District erect temporary fencing during the Authority’s construction of the overpass and crediting the Authority with six thousand nine hundred and ninety-five dollars (\$6,995.) paid to the District as a cost to cure for the temporary fence; and

WHEREAS, the parties have negotiated a new right-of-way Agreement (“New ROW Agreement”) for the issuance of a new easement, in a form acceptable to Pacific Gas & Electric (“PG&E”) to the Authority so that the Authority or its Contractor, may underground PG&E’s utilities and have exclusive access through a gate and other improvements which will be

constructed by the District, which the Authority will grant or transfer to PG&E upon completion of the undergrounding of the utilities; and

WHEREAS, the new ROW Agreement also compensates the District for the construction of the new gate and other facilities in the amount of One hundred ninety-three thousand one hundred seven eight dollars (\$193,198.) (including \$6,995. credit for the temporary fence).

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Malaga County Water District as follows:

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

2. The Board of Directors of the Malaga County Water District hereby authorizes President of the Board of Directors to sign the Amendment to the original Right-of-Way Agreement, attached hereto and incorporated herein by this reference as Attachment A; the New Right-of Way Agreement attached hereto and incorporated herein by this reference as Attachment B; and the Easement Deed attached hereto and incorporated herein by this reference as Attachment C, 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 28th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, Jr., President
Malaga County Water District

ATTEST:

Moises Ortiz, General Manager
Secretary of the Board of Directors
Malaga County Water District



FB	10	1801-1	330-100-07T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

Malaga County Water District
3749 S. Maple Avenue
Fresno, CA 93725

The parties to this agreement (“**New ROW Contract**”) are, Malaga County Water District, a public body of the State of California (“**Owner**”), and State of California, acting by and through the California High-Speed Rail Authority (“**Authority**”). The Owner and Authority are together referred to as the “**Parties**”.

RECITALS

- I. By this New ROW Contract, Owner sells to Authority, and Authority desires to purchase from Owner, certain interests in real property located at 3749 S. Maple Avenue, County of Fresno, State of California (“**Owner’s Facility**”), and more particularly described in Document No. FB-10-1801 in the form of an easement deed (“**Easement Deed**”), a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Property**”).
- II. Authority requires the Property for state high-speed rail system purposes, and for public use in accordance with Public Utilities Code Section 185000, et seq., and is authorized to acquire the Property pursuant to Public Utilities Code section 185036.
- III. The Easement Deed has been executed and delivered to the Authority for deposit into escrow.

AGREEMENT

In consideration of the foregoing recitals and the other consideration set forth herein, the Parties agree as follows:

1. (A) The Parties have herein set forth the whole of their agreement and the recitals above are incorporated herein. The performance of this New ROW Contract constitutes the entire consideration for the acquisition of the Property and shall relieve Authority of all further obligation or claims on this account, or on account of the location, grade, construction, use or maintenance of the proposed public improvement.
- (B) The issuance of any escrow instructions shall be the sole responsibility of the Authority and shall govern the escrow; provided that if Owner desires to be a party to the escrow instructions, the Parties will collaborate to provide joint escrow instructions to the escrow holder. This transaction will be handled through an escrow with Fidelity National Title Company 8525 Madison Avenue, Suite 110 Fair Oaks, CA 95628, their No. 01005960-010-AM-PJ.
- (C) Escrow shall be scheduled to close 30days after the New ROW Contract is executed by Authority (“**Close of Escrow**”), subject to reasonable extension upon mutual agreement by the Parties. Title to the Property shall pass immediately upon recordation of the Easement Deed at the Close of Escrow.
- (D) During the escrow period, should the Property be materially destroyed by fire, earthquake or other calamity without the fault of Authority, this New ROW Contract may be rescinded by Authority; in such an event, Authority may reappraise the Property and make an offer thereon.



FB	10	1801-1	330-100-07T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

- (E) Authority requires the Property described in the Easement Deed for state high-speed rail system purposes, a public use for which the Authority has the authority to exercise the power of eminent domain under Public Utilities Code section 185036. Owner is compelled to sell, and Authority is compelled to acquire the Property.
- (F) Both Owner and Authority recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property by eminent domain litigation. The compensation set forth herein for the Property is in compromise and settlement, in lieu of such litigation.

2. The Authority shall:

- (A) Pay the undersigned Owner the sum of One Hundred Ninety-Three Thousand One Hundred Seventy Eight and No/100ths Dollars (\$193,178.00) for the Property when title to the Property vests in the State of California, California High-Speed Rail Authority free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

- 1) Items 1, 3-12 of Fidelity National Title Company Preliminary Report, Order No. 01005960-010-AM-PJ dated March 17, 2022.

The sum set forth herein above is just compensation for the Authority's acquisition of the Property from the District, including compensation for the severance damages set forth in Section 8 below, minus the amount credited to the Authority for the cost of temporary fencing under the Amendment to Right-of-Way Contract by and between the Parties that is dated concurrently herewith and amends that certain Right-of-Way Contract signed by Owner on September 26, 2017, and by representatives of the State of California on November 7, 2017 and February 21, 2018, for the purchase and sale of a separate utility easement and related just compensation at Owner's Facility.

- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the Authority, the premium charged therefor. These escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy and discharge any obligations which are liens upon the Property, including but not limited to those arising from bond demands, judgments, assessments, delinquent taxes, debts secured by deeds of trust or mortgages and/or to defray any other incidental costs other than those specified in Clause 2(B) above, to be borne by the Authority. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by Owner in escrow to and including the date of Close of Escrow. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. Authority shall not be responsible for any tax refund.
- (D) Recognize its responsibility for consideration of relocation assistance pursuant to the Federal and State Relocation Assistance Acts, 42 U.S.C., Section 4601, et seq.; Government Code Section 7260, et seq., and Federal and State implementing regulations.

3. The Owner shall:

- (A) On or before the date title vests in the State of California, California High-Speed Rail Authority or such later date as shall be agreed to herein by the Parties, vacate and deliver the Property to the Authority in good order and condition without further notice.



FB	10	1801-1	330-100-07T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

- (B) Execute all instruments and documents and undertake diligently all actions that may be required in order to consummate the purchase and sale of the Property and use their best efforts to accomplish the Close of Escrow in accordance with the provisions of this New ROW Contract. The contract execution date will be the date that the Authority signs the New ROW Contract.
4. Owner represents, warrants, covenants and agrees as follows:
- (A) Owner has full right, power and legal authority to enter into this New ROW Contract, to sell, transfer and convey the Property to the Authority under this New ROW Contract and to carry out Owner's obligations under this New ROW Contract. Upon the Close of Escrow, the State of California, California High-Speed Rail Authority will have good, marketable and insurable title to said Property.
- (B) The individuals executing this New ROW Contract and the instruments referenced herein on behalf of Owner have the legal power, right and actual authority to bind Owner to the terms hereof and thereof.
- (C) All requisite action (corporate, company, trust, partnership or otherwise) has been taken by Owner in connection with entering into this New ROW Contract, the instruments referenced herein, and consummating the transactions contemplated hereby. No consent of any board member, member, partner, shareholder, creditor, investor, beneficiary, judicial or administrative body, authority or other party is required.
- (D) Neither the execution and delivery of this New ROW Contract and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this New ROW Contract and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Owner is a party or affecting the Property.
- (E) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending against the Property or pending against Owner which could affect Owner's title to the Property, affect the value of the Property, or subject an owner of the Property to liability.
- (F) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against Owner.
- (G) Owner has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property. Owner is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on Authority or otherwise affect marketability of title to the Property. Since the initiation of negotiations with Authority, Owner has not entered into any agreements or leases with any person for use of the Property.
- (H) As of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and there shall be no improvements on the Property that encroach upon the property of a third party.
- (I) Owner will not hereafter enter into new leases or any other obligations or agreements affecting the Property



FB	10	1801-1	330-100-07T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

without the prior written consent of Authority, which consent the Authority may withhold or grant in its absolute discretion.

- (J) Owner will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this New ROW Contract that will not be eliminated prior to the Close of Escrow.
 - (K) Owner shall promptly notify the Director of Real Property of the Authority of any event or circumstance that makes any representation or warranty of Owner under this New ROW Contract untrue or misleading, or of any covenant of Owner under this New ROW Contract incapable or less likely of being performed. It is understood that the Owner's obligation to provide notice to Authority shall in no way relieve Owner of any liability for a breach by Owner of any of its representations, warranties or covenants under this New ROW Contract.
 - (L) To the Owner's knowledge during the period of its ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous materials on, from, or under the Property, and Owner has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous materials, on, from, under or around the Property that may have occurred prior to Owner taking title to the Property.
5. Authority represents, warrants, covenants and agrees as follows:
- (A) The Authority has the legal power, right and authority to enter into this New ROW Contract and the instruments referenced herein, and to consummate the transactions contemplated hereby.
 - (B) The individuals executing this New ROW Contract and the instruments referenced herein on behalf of the Authority have the legal power, right and actual authority to bind the Authority to the terms and conditions hereof and thereof.
 - (C) This New ROW Contract is, and all other instruments, documents and agreements required to be executed and delivered by the Authority in connection with this New ROW Contract are and shall be, duly authorized, executed and delivered by the Authority and shall be valid, legally binding obligations of and enforceable against the Authority in accordance with their terms.
6. The Parties further agree as follows:
- (A) The acquisition price of the Property being acquired in this transaction reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the Authority may elect to recover its cleanup costs from those who caused or contributed to the contamination.
 - (B) This New ROW Contract has no force or effect and is not binding on the Authority until and unless it is approved by the Authority.
 - (C) The Authority shall be provided with access to the Property as of the date this New ROW Contract is executed by Authority and be entitled to undertake, at Authority's sole expense, an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information and water resources, if any, relating to the Property; and a review and investigation of the effect of zoning, maps, permits, reports, engineering data, regulations, ordinances and laws affecting the Property, if any.



FB	10	1801-1	330-100-07T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

- (D) Any obligation of Authority created by or arising from this New ROW Contract shall not impose a debt upon the Authority, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.
- (E) Rents, if any, shall be prorated as of the Close of Escrow and all rents coming due after Close of Escrow shall be paid to Authority. If any rents have been or are collected by the Owner for any period after Close of Escrow, Owner shall refund such rents to the Authority. Owner shall repay to the tenant(s) (or list the tenants by name), any cleaning, key or other deposits, excluding rents paid in advance, and indemnify and hold Authority and the State of California harmless from any claim therefor.
- (F) This New ROW Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts of this New ROW Contract may be exchanged via email or other electronic means, and any email or other electronic exchange of a Party's signature, or any digital signature of a Party, that complies with the Uniform Electronic Transactions Act shall be deemed to be an original signature for all purposes.
7. Notwithstanding other provisions in this New ROW Contract, Authority's right of possession and use of the Property, including the right to construct and install the facilities described in the Easement Deed ("**Facilities**"), remove and dispose of improvements within the easement areas thereon, shall commence upon Authority's deposit of the funds set forth in Clause 2(A) above into Escrow. The amount shown in Clause 2(A) includes, but is not limited to, full payment for that possession and use, including damages, if any, from said date.
8. Included in the amount payable under Clause 2(A) is payment in full to compensate Owner for the expense of performing the following work: (a) to construct and install (i) a manually rolling gate in Owner's fence, (ii) a paved driveway, and (iii) all-weather pad; and (b) to maintain the gate, driveway and all-weather pad in perpetuity. The final design and installation of said work shall be determined solely by the Owner. The gate, driveway and pad are necessary to provide access to the Facilities to be installed within the Property, and to maintain the security of Owner's facility during construction and use of the Facilities to be constructed, operated and maintained on the Property.
9. During the duration of Authority's or its contractor's construction of the Authority improvements on the Property, the Authority will preserve the security of Owner's Facility and will prevent public access to Owner's Facility. In the event that temporary construction fencing is needed, the Authority will obtain prior approval from Owner.
11. This New ROW Contract reflects the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written understandings, statements, representations and promises by or between Owner and the Authority concerning the matters contained herein, except any provisions of that certain Right of Way Contract dated February 21, 2018, as amended, by and between the Parties that survived the close of escrow thereunder.
12. This New ROW Contract shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this New ROW Contract shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.



FB	10	1801-1	330-100-07T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

13. This New ROW Contract shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.
14. This New ROW Contract may only be amended by written agreement, executed by all Parties.

[Signatures follow.]



FB	10	1801-1	330-100-07T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

CONTRACT – SIGNATURE SHEET

In WITNESS WHEREOF, the Parties have executed this New ROW Contract on the dates set forth below.

OWNER:

Malaga County Water District,
a California County Water District

By: _____

Name: Charles Garabedian, Jr.
President Board of Directors

Date: _____

AUTHORITY:**STATE OF CALIFORNIA**

California High-Speed Rail Authority

By: _____

Name: Dennis D. Kim
Director of Real Property

Date: _____

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Recommended for Approval:

By: _____

Date: _____

[Click here to enter Right-of-Way Consultant Project Manager name., Project Manager](#)

[Click here to enter Right-of-Way Consultant Firm name.](#)



FB	10	1801-1	330-100-07T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

EXHIBIT A**Easement Deed**

(See attached.)

FB	10	0592-1, -2	330-100-07T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

Malaga County Water District
3749 S. Maple Avenue
Fresno, CA 93725

This Amendment to Right-of-Way Contract (“**First Amendment**”) is entered into by and between Malaga County Water District, a public body of the State of California (“**Owner**”), and the State of California by and through the California High-Speed Rail Authority (“**Authority**”), and is dated as of the date on which the Authority executes this First Amendment (“**Effective Date**”).

RECITALS

- A. **WHEREAS**, Owner and Authority entered into that certain Right-of-Way Contract signed by Owner on September 26, 2017, and by representatives of the State of California on November 7, 2017 and February 21, 2018 (“**Contract**”). The Contract set forth the terms and conditions under which the Authority would acquire that certain real property described in Exhibit A thereto and Exhibit A hereto, and compensate Owner for certain cost-to-cure items specified in the Contract. Capitalized terms used but not defined in this First Amendment shall have the meaning given to them in the Contract.
- B. **WHEREAS**, Owner owns and operates a secure wastewater treatment facility (“**Owner’s Facility**”), and one of the cost-to-cure items under the Contract was the requirement that Owner install and maintain temporary fencing to preserve the security of Owner’s Facility during the Authority’s construction at Owner’s Facility (the “**Temporary Fence**”).
- C. **WHEREAS**, the escrow under the Contract has closed and the Authority has acquired the Property from Owner, but the Parties have not completed all other contemplated actions under the Contract.
- D. **WHEREAS**, subsequent to entering into the Contract, the scope of the project work to be performed at Owner’s Facility changed with respect to the Temporary Fence to be installed during the Authority’s construction work at Owner’s Facility. Due to such change, the cost and complexity of the Temporary Fence increased. Hence, the Parties desire for Owner to give a credit to Authority in the amount of the cost-to-cure funds paid by the Authority to Owner for the Temporary Fence, against the compensation paid by Authority to Owner under that certain Right-of-Way Contract dated of even date herewith by and between the Parties (“**New ROW Contract**”).
- E. **WHEREAS**, by reason of the foregoing, the Parties desire to amend and clarify certain provisions of the Contract to reflect such project modification and the Parties’ agreement with respect to such change, all on the terms and conditions of this First Amendment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Parties hereby amend the amount of the just compensation under Section 2(A) of the Contract to read as

follows: Eighty-Three Thousand Six Hundred Ninety-Four and No/100ths Dollars (\$83,694.00).

2. The Parties hereby amend Section 8 of the Contract to delete all references to the Temporary Fence.
3. In the New ROW Contract, Owner shall issue a credit to the Authority for funds in the amount of Six Thousand Nine Hundred Ninety-Five and No/100ths Dollars (\$6,995.00), which is the amount of the cost-to-cure compensation paid to Owner by the Authority, under Section 8 of the Contract, for installation of the Temporary Fence on Owner's Facility during the Authority construction contemplated therein. The Authority no longer needs Owner to perform the work set forth in Section 8 of the Contract, and due to changes in the easement being acquired for PG&E at Owner's Facility, Authority will compensate Owner, as a cost-to-cure expense under the New Contract, to construct, install and maintain a driveway, gates and pad to allow access to and maintain the security of Owner's Facility.
4. Furthermore, as considered and compensated as a cost-to-cure expense under the Contract, Owner shall install permanent fencing within Owner's property boundaries generally in the location of Owner's previous permanent fencing acquired by the Authority under the Contract to preserve the security of Owner's Facility upon the conclusion of the Authority's construction. The final design, location and installation of the permanent fencing will be determined solely by the Owner. Among other things, the Authority's contractor will construct a grade-separated road immediately south of the southerly boundary of Owner's Facility. The retaining wall for such road will be situated approximately one (1) foot south of Owner's southerly property boundary, within the future County of Fresno's right-of-way. After construction, Fresno County will own the grade-separated road and associated retaining wall in the County right-of-way. Owner and Authority will coordinate with Fresno County regarding a tie-in between the retaining wall and Owner's permanent fencing.
5. In the event of a conflict between the terms of this First Amendment and the terms of the Contract, the terms of this First Amendment shall control. All other terms of the original Contract remain unchanged and are incorporated herein as if set forth herein in full; provided that the Parties hereby acknowledge that the escrow under the Contract has closed and title to the Property transferred to the Authority as of the date on which such escrow closed.
6. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts of this First Amendment may be exchanged via email or other electronic means, and any email or other electronic exchange of a Party's signature, or any digital signature of a Party, that complies with the Uniform Electronic Transactions Act shall be deemed to be an original signature for all purposes.
7. This First Amendment and the Contract reflect the entire agreement between the Parties and supersede all prior or contemporaneous oral or written understandings, statements, representations and promises by or between Owner and the Authority concerning the matters contained herein, except any provisions of that certain Right of Way Contract dated concurrently with this First Amendment, by and between the Parties.
8. This First Amendment and the Contract shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this First Amendment and the Contract shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.
9. This First Amendment and the Contract shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.
10. The Contract and this First Amendment may only be amended by written agreement, executed by all Parties.

[Signatures follow.]



IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT TO RIGHT-OF-WAY CONTRACT on the dates set forth below.

OWNER:

Malaga County Water District,
a public body of the State of California

By: _____ Date: _____
Charles Garabedian, Jr.
President of the Board of Directors.

AUTHORITY:

STATE OF CALIFORNIA

California High-Speed Rail Authority

By: _____ Date: _____
Dennis D. Kim
Director of Real Property

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Recorded At The Request Of:
California High-Speed Rail Authority

When Recorded Mail To:
Director of Real Property
California High-Speed Rail Authority
770 L Street, Suite 620 MS-2
Sacramento, CA 95814

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# EASEMENT DEED

This document is recorded for the benefit of the California High-Speed Rail Authority and is therefore exempt from the payment of a recording fee pursuant to Government Code section 27383, a filing fee pursuant to Government Code section 6103, and a documentary transfer tax pursuant to Revenue and Taxation Code section 11922.

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

Malaga County Water District, a public body of the state of California (“**Grantor**”), in consideration of value paid by the State of California acting by and through the California High-Speed Rail Authority (“**Grantee**”), the sufficiency and receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes of the type hereinafter specified, together with a right of way therefor, on, over, and under the easement area described below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the County of Fresno, State of California, and described as follows:

(APN 330-100-12T)

See the legal description in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”).

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; driveway, access gate, and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and for communication purposes located within the strip of land described in Exhibits B-1 and B-2 and depicted on Exhibits C-1 and C-2 attached hereto and made a part hereof (the “**Easement**”).

{00021993.DOCX;1}

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

Notwithstanding anything to the contrary in this Easement Deed, Grantee acknowledges that Grantor owns and operates a wastewater treatment plant on the Property, which must remain securely fenced at all times for public health and safety reasons.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the Easement through the driveway and vehicular security gate that shall be situated in Grantor's fence along Maple Avenue as shown on Exhibit D attached hereto and made a part hereof, and over and across the Property by means of roads and lanes thereon, if such exist now or in the future, and otherwise by such route or routes as shall create the least practicable damage and inconvenience to Grantor.

(b) Grantor also grants to Grantee the right to use such portion of said Property contiguous to said Easement as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities so long as such use does not interfere with Grantor's operations. Except in cases of emergency, which include but are not limited to, risk or harm or damage to life, property, or interruption of electrical service, Grantee shall not commence, nor allow a third party to commence, any construction activity (surface or subsurface) on the Property contiguous to said Easement without the written approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. No construction activity shall commence until such time that Grantor approves the request. Grantee shall submit requests to the following address, or to such other address as Grantee may designate from time to time by written notice:

MALAGA COUNTY WATER DISTRICT
3580 S. Frank Street
Fresno, CA 93725
Attention: General Manager

(c) Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said Easement which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulation.

Grantee covenants and agrees:

(a) to restore the Easement, as a result of any excavation made by Grantee, to as near as practicable to the condition that existed prior to such excavation; and

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

(b) to repair any damage to the Property caused by Grantee as a result of exercising its right of ingress and egress granted herein; and

(c) Grantee shall indemnify, hold harmless, and defend Grantor and each of its officers, directors, employees, agents, affiliates, and subsidiaries against any loss and damage which shall be caused by any wrongful or negligent act or omission of the Grantee arising from or connected with this Easement Deed; provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct. Nothing herein shall constitute a waiver by either party of Governmental Immunities including California Government Code §810 et seq.; and

(d) to assume the risk of entry onto and use of the access route on Grantor's property and easement therein, except to the extent of Grantor's comparative negligence or willful misconduct; and

(e) Grantor shall have the right to use the Easement for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, however, Grantor shall not:

(1) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Easement, or diminish or substantially add to the ground level within the Easement, or construct any fences that will interfere with the maintenance and operation of the facilities; provided that Grantor shall have the right to maintain its perimeter fence within the Easement and the Parties shall cooperate in the event that Grantee must temporarily relocate such fence (except for the gate and driveway) to perform any activities within the Easement;

(2) Grantor shall not commence, nor allow a third party to commence, any construction activity (surface or subsurface) within the Easement without the prior written approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. No such construction activity shall commence until such time that Grantee approves the request. Grantor shall submit requests to the following address, or to such other address as Grantee may designate from time to time by written notice:

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
770 L Street, Suite 600 MS1
Sacramento, CA 95814
Attention: Director of Real Property

(3) Grantor shall not plant any trees, brush, vines, and other vegetation within the Easement.

This Easement may be assigned in whole or in part to Pacific Gas and Electric Company, a California corporation, at the Grantee's sole discretion and without the consent of Grantor.

{00021993.DOCX;1}

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, Grantor has executed this Easement Deed on the date set forth below.

Dated _____, 2023.

GRANTOR:
Malaga County Water District,
a California public body

By: _____
Name: Charles Garabedian, Jr.
Title: President of the Board of Directors.

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

EXHIBIT A

Legal Description of the Property

The Land Referred to herein below is situated in the City of Fresno, County of Fresno, State of California, and is described as follows:

Parcel 1:

The East one-half of Lot 58 of Malaga Tract, according to the map thereof recorded January 5, 1884, Book 2, Page 17 of Plats, in the Office of the County Recorder of said County.

Parcel 2:

The West half of Lot 58 of Malaga Tract, as per map recorded in Book 2, Page 17 of Plats, Fresno County Records.

Excepting therefrom Parcels 1 and 2, that portion thereof granted to the County of Fresno in the Grant Deed recorded August 20, 1973 in Book 6202, Official Records, Page 364, Document No. 75860, Fresno County Records.

Also excepting therefrom that portion conveyed to the State of California by Deed recorded March 27, 2018, Document No. 2018-0035474, Fresno County Records.

Parcel 3:

That portion of Lot 55 of Malaga Tract, as per map recorded in Book 2, Page 17 of Plats, Fresno County Records, lying East of the East line of the right of way of the San Francisco and San Joaquin Valley Railroad Co., said property being a portion of the reversion to acreage of Tract No. 1157, Maple Acres, as shown on the Map of Tract 1795, recorded June 10, 1960 in Book 20, Page 29 of Plats, Fresno County Records.

Excepting therefrom the North 11 acres thereof, described in the Deed from Arnie M. Avedian and Nectar A. Avedian, husband and wife, to Tom Gallagher, a married man, and William R. Verdugo, a married man recorded August 17, 1960 in Book 4428, Page 226 of Official Records, Document No. 57728.

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

EXHIBITS B-1 and B-2

Legal Description of the Easement

(See attached.)

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

EXHIBITS C-1 and C-2

General Depiction of the Easement

(See attached.)

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

EXHIBIT D

General Depiction of the Gate Location and path of ingress and egress.

(See attached.)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 27281

THIS IS TO CERTIFY, that the State of California, grantee herein, acting by and through the California High-Speed Rail Authority hereby accepts for public purposes the real property, or interest therein, conveyed by the attached instrument and consents to the recordation thereof.

Accepted:
STATE OF CALIFORNIA
California High-Speed Rail Authority

By: _____
Name: _____
Title: _____

Dated: _____ Print

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

EXHIBIT A

Legal Description of the Property

The Land Referred to herein below is situated in the City of Fresno, County of Fresno, State of California, and is described as follows:

Parcel 1:

The East one-half of Lot 58 of Malaga Tract, according to the map thereof recorded January 5, 1884, Book 2, Page 17 of Plats, in the Office of the County Recorder of said County.

Parcel 2:

The West half of Lot 58 of Malaga Tract, as per map recorded in Book 2, Page 17 of Plats, Fresno County Records.

Excepting therefrom Parcels 1 and 2, that portion thereof granted to the County of Fresno in the Grant Deed recorded August 20, 1973 in Book 6202, Official Records, Page 364, Document No. 75860, Fresno County Records.

Also excepting therefrom that portion conveyed to the State of California by Deed recorded March 27, 2018, Document No. 2018-0035474, Fresno County Records.

Parcel 3:

That portion of Lot 55 of Malaga Tract, as per map recorded in Book 2, Page 17 of Plats, Fresno County Records, lying East of the East line of the right of way of the San Francisco and San Joaquin Valley Railroad Co., said property being a portion of the reversion to acreage of Tract No. 1157, Maple Acres, as shown on the Map of Tract 1795, recorded June 10, 1960 in Book 20, Page 29 of Plats, Fresno County Records.

Excepting therefrom the North 11 acres thereof, described in the Deed from Arnie M. Avedian and Nectar A. Avedian, husband and wife, to Tom Gallagher, a married man, and William R. Verdugo, a married man recorded August 17, 1960 in Book 4428, Page 226 of Official Records, Document No. 57728.

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

EXHIBITS B-1 and B-2

Legal Description of the Easement

(See attached.)

EXHIBIT B-1
LEGAL DESCRIPTION

FB-10-1801-1

For utility purposes, in the County of Fresno, State of California, lying within the parcel of land described in the Grant Deed to the Malaga County Water District recorded October 21, 1968 in Book 5627, at Page 372, Official Records of Fresno County, said parcel of land being a portion of Lot 58, as shown on that certain map of the "MALAGA TRACT", recorded in Volume 2 of Maps, at Page 17, Fresno County Records, situated in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 25, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, described as follows:

COMMENCING at the found Fresno County Brass Cap Monument, marking the Northwest Corner of Section 36 of said Township and Range, as shown on Parcel Map 6011, filed in Book 38 of Parcel Maps at Pages 30 and 31, Fresno County Records; thence along the southerly line of said Southwest Quarter South 89°35'36" East 1363.08 feet to the easterly line of the Burlington Northern and Santa Fe Railway Right of Way (80 feet wide); thence along said easterly line North 00°31'59" East 53.46 feet; thence continuing along said easterly line North 00°31'47" East 29.98 feet to the **POINT OF BEGINNING**; thence continuing along said easterly line North 00°31'47" East 10.00 feet; thence leaving said easterly line South 89°35'54" East 549.05 feet; thence South 89°49'38" East 115.87 feet; thence South 86°53'12" East 83.65 feet; thence South 03°06'48" West 10.00 feet; thence North 86°53'12" West 83.65 feet; thence South 03°33'04" West 3.54 feet to the beginning of a non-tangent curve concave southerly having a radius of 2022.83 feet, and to which beginning a radial line bears North 03°33'04" East; thence westerly along said curve through a central angle of 03°08'58", an arc distance of 111.19 feet; thence along a tangent line North 89°35'54" West 553.14 feet to the **POINT OF BEGINNING**.

Containing 7623 square feet, more or less.

The Bearings and Distances are based on the California Coordinate System 1983, Zone 4, Epoch 2007.00 as shown on Record of Survey, Book 58 of Record of Surveys, Pages 71 to 72, Fresno County Records. Divide distances shown above by 0.99993349 to obtain ground level distances.

Monuments noted as "found", were located in the field during the initial survey field work performed to document existing monumentation in support of the California High Speed Rail Project.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature: David A. Moritz
David A. Moritz, PLS

Date: 10/27/2022



EXHIBIT B-2
LEGAL DESCRIPTION

FB-10-1801-1

For utility purposes, in the County of Fresno, State of California, lying within the parcel of land described in the Grant Deed to the Malaga County Water District recorded October 21, 1968 in Book 5627, at Page 372, Official Records of Fresno County, said parcel of land being a portion of Lot 58, as shown on that certain map of the "MALAGA TRACT", recorded in Volume 2 of Maps, at Page 17, Fresno County Records, situated in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 25, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, described as follows:

COMMENCING at the found Fresno County Brass Cap Monument, marking the Northwest Corner of Section 36 of said Township and Range, as shown on Parcel Map 6011, filed in Book 38 of Parcel Maps at Pages 30 and 31, Fresno County Records; thence along the southerly line of said Southwest Quarter South 89°35'49" East 1363.18 feet to the easterly line of the Burlington Northern and Santa Fe Railway Right of Way (80 feet wide); thence along said easterly line North 00°31'47" East 53.46 feet; thence continuing along said easterly line North 00°31'35" East 29.98 feet to the **POINT OF BEGINNING**; thence continuing along said easterly line North 00°31'35" East 10.00 feet; thence leaving said easterly line South 89°36'06" East 549.09 feet; thence South 89°49'51" East 115.88 feet; thence South 86°53'24" East 83.65 feet; thence South 03°06'36" West 10.00 feet; thence North 86°53'24" West 83.65 feet; thence South 03°32'52" West 3.54 feet to the beginning of a non-tangent curve concave southerly having a radius of 2022.96 feet, and to which beginning a radial line bears North 03°32'52" East; thence westerly along said curve through a central angle of 03°08'58", an arc distance of 111.20 feet; thence along a tangent line North 89°36'06" West 553.18 feet to the **POINT OF BEGINNING**.

Containing 7624 square feet, more or less.

The Basis of Bearings is based on the line between the found Fresno County Brass Cap Monument, marking the Northwest Corner of Section 36, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, and the found Fresno County Brass Cap Monument, marking the North Quarter Corner of said Section 36, taken to have a bearing of North 89°35'49" West, all shown on Parcel Map 6011, filed in Book 38 of Parcel Maps at Pages 30 and 31, Fresno County Records. All distances shown are ground distances.

Monuments noted as “found”, were located in the field during the initial survey field work performed to document existing monumentation in support of the California High Speed Rail Project.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor’s Act (Bus. & Prof. Code §8700).

Signature: David A. Moritz
David A. Moritz, PLS



Date: 10/27/2022

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

EXHIBITS C-1 and C-2

General Depiction of the Easement

(See attached.)

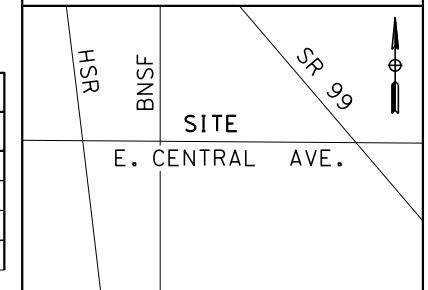
COUNTY OF FRESNO

T. 14 S. R. 20 E. M.D.M.

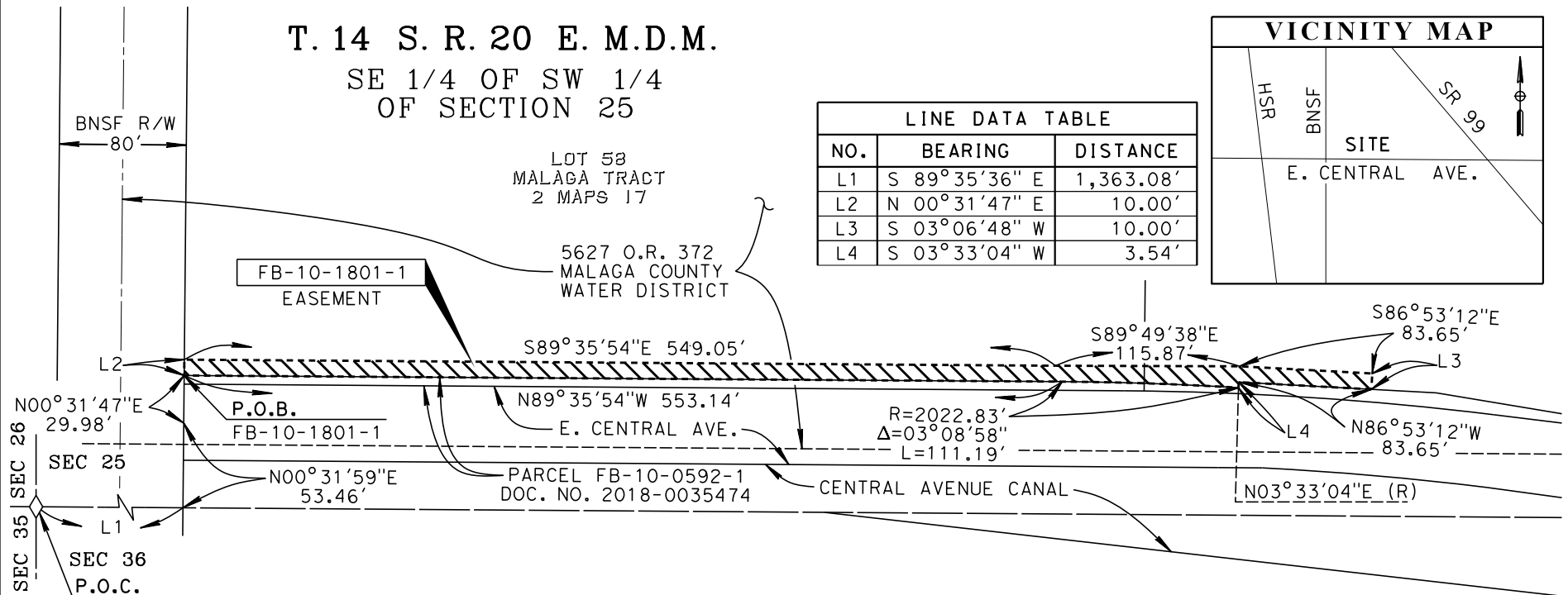
SE 1/4 OF SW 1/4
OF SECTION 25

NOTE: The State of California or its officers or agents shall not be responsible for the legibility or completeness of digital reproductions of the original copy of this map.

VICINITY MAP



LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	S 89°35'36" E	1,363.08'
L2	N 00°31'47" E	10.00'
L3	S 03°06'48" W	10.00'
L4	S 03°33'04" W	3.54'



BASIS OF BEARINGS:

THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983, ZONE 4, EPOCH 2007.00 AS SHOWN ON RECORD OF SURVEY, BOOK 58 OF RECORD OF SURVEYS, PAGES 71 TO 72, FRESNO COUNTY RECORDS. DIVIDE DISTANCES SHOWN HEREON BY 0.99993349 TO OBTAIN GROUND LEVEL DISTANCES.

MONUMENTS NOTED AS "FOUND", WERE LOCATED IN THE FIELD DURING THE INITIAL SURVEY FIELD WORK PERFORMED TO DOCUMENT EXISTING MONUMENTATION IN SUPPORT OF THE CALIFORNIA HIGH SPEED RAIL PROJECT.



SCALE:
1"=100'



T. 14 S., R. 20 E., M.D.M.
SECTION 36

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
HIGH-SPEED RAIL AUTHORITY

**RIGHT OF WAY
PG&E EASEMENT
CONFLICT E1-075a
PM# 31243621
EXHIBIT C-1**

FEET 0 25 50 100 150

SECTION	COUNTY	SUB'N.	PARCEL MP	SHEET NO.	TOTAL SHEETS
FB	FRE			1	1

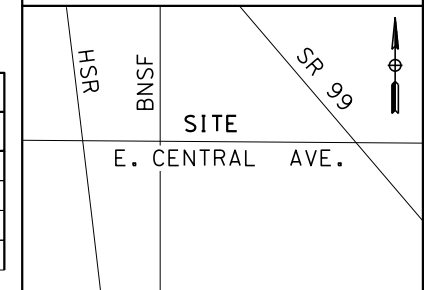
COUNTY OF FRESNO

T. 14 S. R. 20 E. M.D.M.

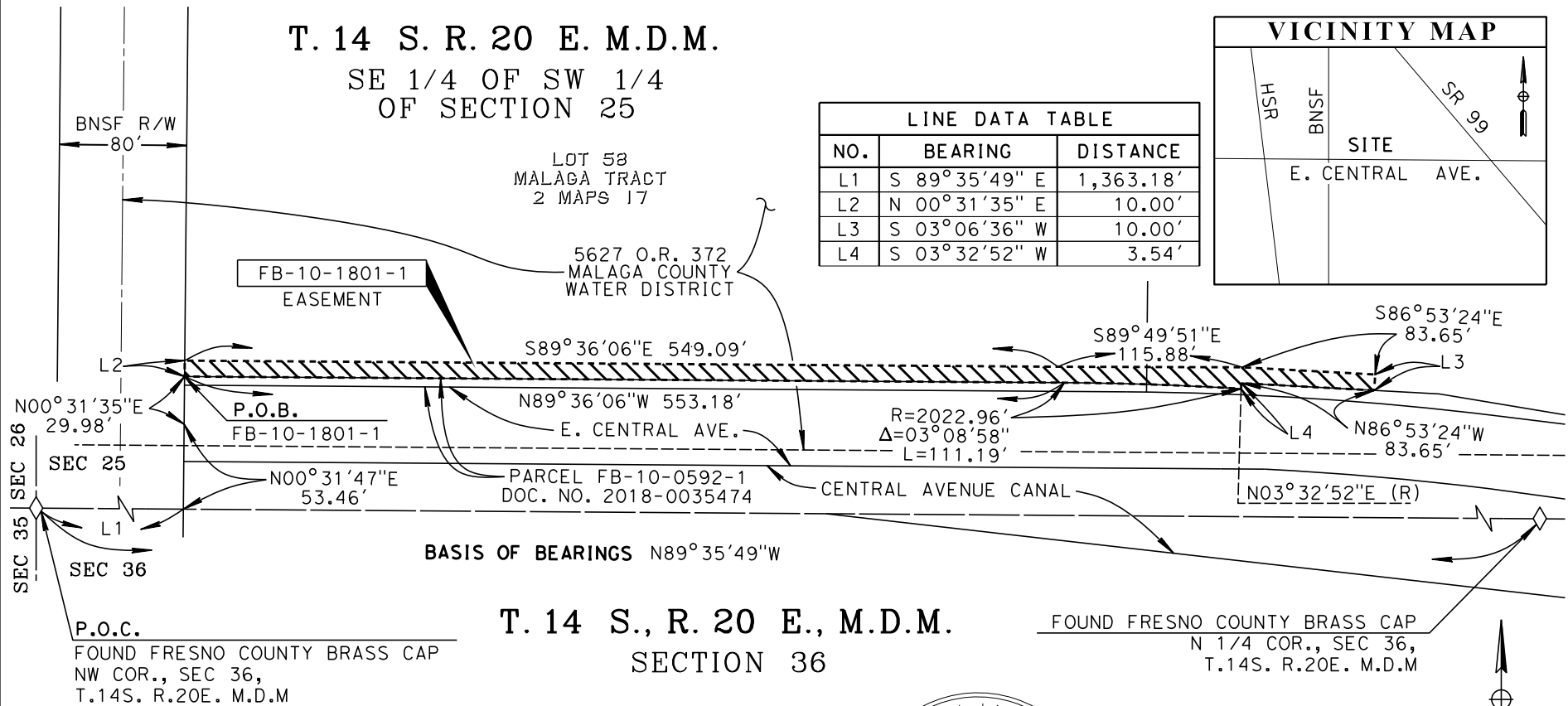
SE 1/4 OF SW 1/4
OF SECTION 25

NOTE: The State of California or its officers or agents shall not be responsible for the legibility or completeness of digital reproductions of the original copy of this map.

VICINITY MAP



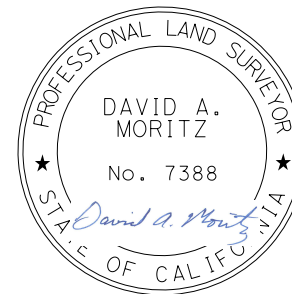
LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	S 89°35'49" E	1,363.18'
L2	N 00°31'35" E	10.00'
L3	S 03°06'36" W	10.00'
L4	S 03°32'52" W	3.54'



BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS BASED ON THE LINE BETWEEN THE FOUND FRESNO COUNTY BRASS CAP MONUMENT, MARKING THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND THE FOUND FRESNO COUNTY BRASS CAP MONUMENT, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 36, TAKEN TO HAVE A BEARING OF NORTH 89°35'49" WEST, ALL SHOWN ON PARCEL MAP 6011, FILED IN BOOK 38 OF PARCEL MAPS AT PAGES 30 AND 31, FRESNO COUNTY RECORDS. ALL DISTANCES SHOWN ARE GROUND DISTANCES.

MONUMENTS NOTED AS "FOUND", WERE LOCATED IN THE FIELD DURING THE INITIAL SURVEY FIELD WORK PERFORMED TO DOCUMENT EXISTING MONUMENTATION IN SUPPORT OF THE CALIFORNIA HIGH SPEED RAIL PROJECT.



SCALE:
1"=100'

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
HIGH-SPEED RAIL AUTHORITY

**RIGHT OF WAY
PG&E EASEMENT
CONFLICT E1-075a
PM# 31243621
EXHIBIT C-2**

FEET 0 25 50 100 150

SECTION	COUNTY	SUB'N.	PARCEL MP	SHEET NO.	TOTAL SHEETS
FB	FRE			1	1

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

EXHIBIT D

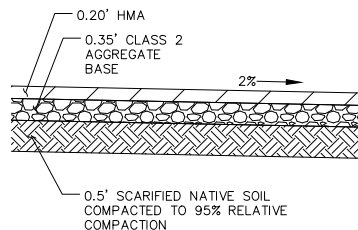
General Depiction of the Gate Location and path of ingress and egress.

(See attached.)

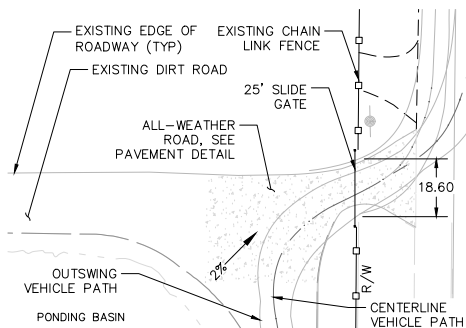


1. TURNING ANALYSIS COMPLETED FOR OCFRD HP75 AERIAL LADDER (37') IN LIEU OF PG&E BUCKET TRUCK (27'-32')

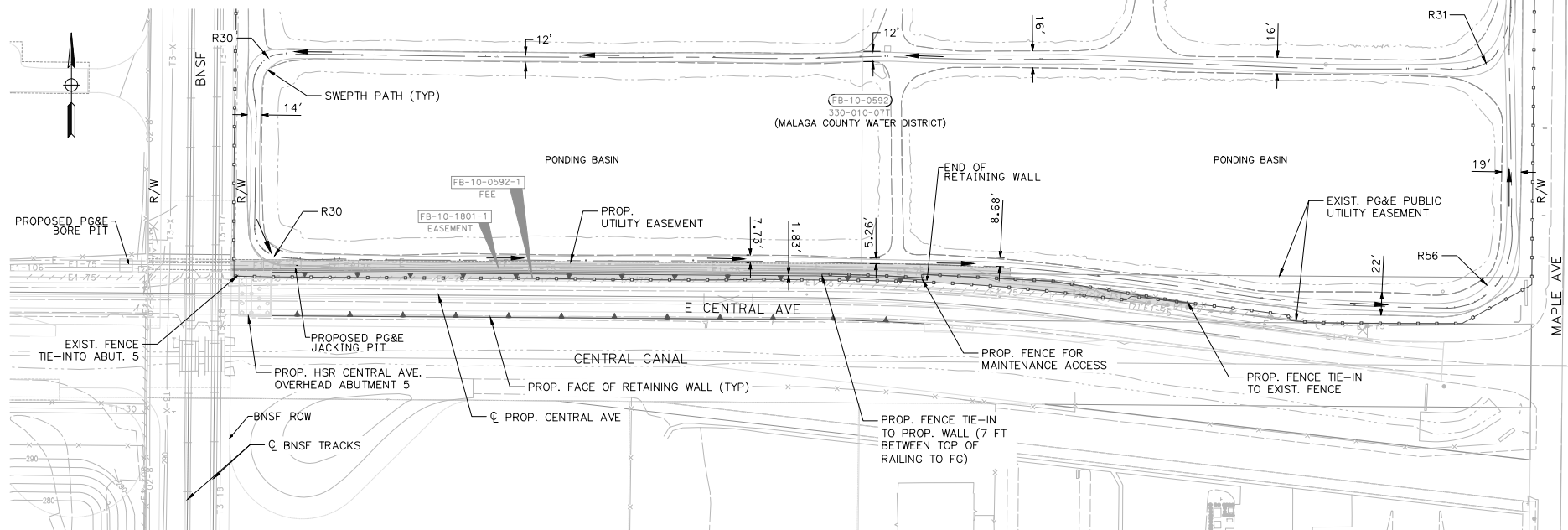
2. PAVEMENT DETAIL CONFORMS WITH COUNTY OF FRESNO LOCAL ROAD GEOMETRIC SECTION CASE A-1g.



PAVEMENT DETAIL
NOT TO SCALE




DETAIL A
SCALE 1"=20'



PLAN
SCALE 1"=50'



						DESIGNED BY		NOT FOR CONSTRUCTION	CALIFORNIA HIGH-SPEED TRAIN PROJECT CP-1 AGREEMENT NO.: HSR13-06 SUBMITTAL REVIEW IN ACCORDANCE WITH BOOK 2, PART 8 - GENERAL PROVISIONS - SECTION 61.2		 CALIFORNIA HIGH-SPEED RAIL AUTHORITY	CALIFORNIA HIGH-SPEED TRAIN PROJECT		CONTRACT NO. HSR13-06
						DRAWN BY M. JAFFEE			APPROVED SIGNED _____ DATE _____	PG&E TURNING TEMPLATE MALAGA AND CENTRAL AVE. EXHIBIT D		DRAWING NO.		
						CHECKED BY				SCALE		SHEET NO.		
						IN CHARGE R. ORITO								
REV	DATE	BY	CHK	APP	DESCRIPTION	DATE 10/28/2022								

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

FB	10	1801-1	330-100-12T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 27281

THIS IS TO CERTIFY, that the State of California, grantee herein, acting by and through the California High-Speed Rail Authority hereby accepts for public purposes the real property, or interest therein, conveyed by the attached instrument and consents to the recordation thereof.

Accepted:
STATE OF CALIFORNIA
California High-Speed Rail Authority

By: _____
Name: _____
Title: _____

Dated: _____ Print



MALAGA COUNTY WATER DISTRICT
3580 S. FRANK STREET
FRESNO, CA 93725
PHONE: 559-485-7353 FAX: 559-485-7319

item 10.a.

Date: 02/23/2023

Invoice #001

Bill To:

Claude Saiz
CSJ Construction
370 N. Blackstone Ave.
Fresno, CA 93701

Reg: New Park Restrooms

Date	Description	Unit Price	Total
07/01/20-06/30/21	Repairs/Maintenance New Restrooms FY 2020/2021	\$ 26,683.62	\$ 26,683.62
07/01/21-06/30/22	Repairs/Maintenance New Restrooms FY 2021/2022	\$ 8,577.59	\$ 8,577.59
07/01/22-01/31/23	Repairs/Maintenance New Restrooms FY 2022/2023	\$ 49,854.65	\$ 49,854.65
	Employee-#1 Hourly Rate \$35.93 x 2080 Hours=	\$ 74,734.40	\$ 74,734.40
	Employee-#2 Hourly Rate \$35.17 x 2080 Hours=	\$ 73,153.60	\$ 73,153.60
2016-2019	CSJ Payments-Refund Request	\$497,107.00	\$497,107.00
07/01/22-06/30/21	Administration Fees 10%	\$ 2,668.37	\$ 2,668.37
07/01/21-06/30/22	Administration Fees 10%	\$ 857.76	\$ 857.76
07/01/22-01/31/23	Administration Fees 10%	\$ 4,985.47	\$ 4,985.47
	Total Refund Amount :	\$738,622.46	\$738,622.46

Remittance:
MALAGA COUNTY WATER DISTRICT
3580 S. FRANK STREET
FRESNO, CA 93725



item 10.b.

MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

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

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR.
PRESIDENT

SALVADOR CERRILLO
VICE-PRESIDENT

IRMA CASTANEDA
DIRECTOR

FRANK CERRILLO JR.
DIRECTOR

CARLOS TOVAR JR.
DIRECTOR

MOISES ORTIZ- **GENERAL MANAGER**

February 24, 2023

Dear Prospective Sponsor:

The Malaga County Water District Recreation Department, Tax ID #94-1568104, is asking for donations for the following: Malaga Community Pool, Arts and Crafts, Back to School Program and the Summer Program. Our organization develops and promotes fun activities for the children and residents of Malaga on an annual basis.

Your donation will help us provide recreational activities and provide for the less fortunate children and families in our severely disadvantaged community. We would greatly appreciate your generous donation. Below you will find the need, please select the program you would like to donate to.

Program	Need	selection
Malaga Community Pool	\$100,000.00	
Arts and Crafts	\$5,000.00	
Back to School Program	\$5,000.00	
Summer Program	\$5,000.00	

Sincerely,

Moises Ortiz

Moises Ortiz, General Manager

Malaga County Water District