

**SPECIAL MEETING OF THE BOARD OF TRUSTEES  
CONSOLIDATED MOSQUITO ABATEMENT DISTRICT  
13151 E. Industrial Dr., Parlier, CA 93648**

**TELECONFERENCE DIAL-IN NUMBER  
(669)900-9128**

**- or -**

**ZOOM VIDEO CONFERENCE  
<https://us02web.zoom.us/j/89485901403>**

Meeting ID 894 8590 1403

**AGENDA**

**BOARD OF TRUSTEES MEETING 9:00 AM                      FRIDAY, DECEMBER 9, 2022**

1.     **ROLL CALL:**
  
2.     **INTRODUCTION OF VISITORS:**  
          The public may address the Board on each agenda item during consideration of that item.
  
3.     **PUBLIC COMMENTS:**  
          This is an opportunity for public comment on non-agenda items. The President reserves the right to limit the duration of each speaker to five (5) minutes. It is the policy of the Board not to answer any questions impromptu.
  
4.     **CLOSED SESSION:**  
          **a. Pursuant to Government Code Section 54957 (b):**  
              **Public Employee Appointment, Employment**  
              **Title: District Manager**
  
5.     **REPORT FROM CLOSED SESSION:**
  
6.     **GRANT TEMPORARY EASEMENT TO PG&E:**  
          The Board will consider granting a temporary construction easement to PG&E for their use of a portion of the District's Selma property.
  
7.     **ADJOURNMENT:**

## **AGENDA ITEM: GRANT TEMPORARY EASEMENT TO PG&E**

### **Background:**

PG&E has requested a temporary construction easement for use of the back lot of the District's Selma property in connection with a PG&E project in the vicinity of the property. The use would include the right to park vehicles and store materials and equipment on our Selma property at times throughout the duration of the project, approximately five months. Manager Mulligan has spoken to PG&E representative Ruben Perez and has confirmed that any District use and need for access to the property would not be hindered during the time of the project. PG&E has offered compensation for the easement. Relevant email communication and attachments are included.

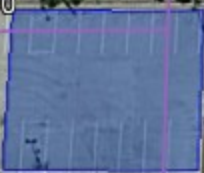
District management and staff has determined that granting the easement and use of the property by PG&E will not impact District operations and recommends that the Board approve the temporary construction easement and use of the property by PG&E.

### **Action requested:**

It is requested that the Board approve granting a temporary construction easement to PG&E for use of the District's Selma property in connection with a PG&E project and authorize the District Manager to sign the easement document.

Floral Ave

Floral Ave



Selma Mosque



Consolidated Mosquito Abatement



Cortes Auto Glass

Saratoga Apartments

Google Earth



## TEMPORARY CONSTRUCTION EASEMENT

Consolidated Mosquito Abatement District

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s project to install Gas Distribution Regulator Station J52 with SCADA RTU Cabinet. PGE to install about 151 feet of Gas Pipe, Regulator and Monitor Vaults, Fire Valves, and Vault Vents. (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the County of Fresno, State of California, identified as County Assessor’s Parcel Number 389-040-38T (the “**Property**”).

The activities allowed under this TCE is/are described as follows:

- (a) To use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of Five month(s) commencing on December 16, 2022 and shall terminate on May 16, 2023 (the “**Term**”). This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner Two Thousand - Five Hundred Dollars (\$2,500) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the term of this TCE, PG&E shall pay the property owner Five Hundred Dollars (\$500) per month for the duration of the extended term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner’s comparative negligence or willful misconduct.
5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.

6. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
7. **Insurance.** PG&E certifies it is insured under a major risk management program with large, self-insured retentions, with the minimum amount of \$1,000,000 covering PG&E use of the Temporary Easement Area under this TCE.
8. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
9. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties 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.
10. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
11. **Successors, Heirs, and Assigns.** This 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 either by facsimile or in a portable document format ("pdf") version by email 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.
13. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

PROPERTY OWNER:

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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