



STATE OF CALIFORNIA
**SAN JOAQUIN RIVER
CONSERVANCY**

GOVERNING BOARD

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Fresno Metropolitan Flood Control
District

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Bryn Forhan, City of Fresno

Daniel O'Connell, Fresno County

Jose Eduardo Chavez, Madera County

Stephanie Ruiz, Youth

Vacant, Tribal

Kari Kyler Daniska
Chief Executive Officer

PO BOX 28338
Fresno, California 93729
www.sjrc.ca.gov

**The San Joaquin River Conservancy Governing Board
Will hold a regular meeting on
March 4, 2026
Call to order will begin at 9:00 a.m.**

**Board Meeting Location:
San Joaquin River Conservancy Headquarters
10637 N Lanes Road, Fresno CA, 93730**

**and California Natural Resources Agency
715 P. Street, Room: 20-103 (Serpentine Room)
Sacramento, CA 95814**

**and online Via Teams
[Click here to join the meeting](#)**

MEETING AGENDA

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. POTENTIAL CONFLICTS OF INTEREST

Any Board member who has a potential conflict of interest may identify the item and recuse themselves from discussion and voting on the matter (FPPC §97105).

D. PUBLIC COMMENT AND BUSINESS FROM THE FLOOR

Ten minutes of the meeting are reserved for members of the public who wish to address the Conservancy Board on items of interest that are not on the agenda and are within the subject matter jurisdiction of the Conservancy. Speakers shall be limited to three minutes. The Board is prohibited by law from taking any action on matters discussed that are not on the agenda; no adverse conclusions should be drawn if the Board does not respond to public comments at this time.

E. CONSENT ITEMS

E-1. INFORMATION ITEM: Conservancy Budget Update.

E-2. INFORMATION ITEM: Federal Funding Grant Award.

E-3. INFORMATION ITEM: Strategic Plan Update.

F. REGULAR SESSION ITEMS

- F-1. ACTION ITEM:** Approve and Adopt Conservancy Economic Equity Action Plan.
- F-2. ACTION ITEM:** Approve Wagner Property, Madera County, Rental Agreement Amendment.
- F-3. ACTION ITEM:** Approve Building and Facility Safety and Public Access Improvements at Conservancy Lanes and Gibson Properties.
- F-4. ACTION ITEM:** Approve Milburn Pond Transfer of Jurisdiction from the California Department of Fish and Wildlife to the Conservancy.

G. ADMINISTRATIVE AND COMMITTEE REPORTS

- G-1.** Deputy Attorney General Report
- G-2.** Executive Officer Report
- G-3.** Board Members' Reports and Comments
- G-4.** Organizations' Reports: If time allows oral and/or written updates from partners are encouraged, covering current or upcoming events and project updates or other items of relevance to the Conservancy.

H. NEXT BOARD MEETING DATE

The next meeting is scheduled for Wednesday, April 1, 2026, 1:00 p.m. in Madera County. Location TBA.

I. ADJOURN

Board meeting notices, agendas, staff reports, and approved minutes are posted on the Conservancy's website, www.sjrc.ca.gov. For further information or if you need reasonable accommodation due to a disability, please contact info@sjrc.ca.gov.

STRATEGIC PLANNING PUBLIC WORKSHOP WILL BEGIN 15 MINUTES AFTER THE BOARD MEETING IS ADJOURNED APPROXIMATELY AT 11:00 a.m.



AGENDA ITEM

March 4, 2026

Item: E-1

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Chief Executive Officer 

Subject: **INFORMATION ITEM:** Conservancy Budget Update.

RECOMMENDATION:

This report is provided for informational purposes only. No action by the San Joaquin River Conservancy Governing Board is required.

PROPOSITION FUNDS:

Enc. 06/30/28, Revert. 06/30/30

SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION FUND OF 2006 (Proposition 84) (6051)		\$36,000,000.00
Program Delivery		(1,800,000.00)
Expenses		(33,203,665.13)
Committed Funds (SJRC Board)*		(996,334.87)
Balance		\$00.00

Enc. 06/30/26, Revert. 06/30/28

WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT FUND (Proposition 1) (6083)		\$10,000,000.00
Program Delivery		(500,000.00)
Expenses		(3,688,911.57)
Committed Funds (SJRC Board)*		(2,000,000.00)
Unallocated Balance		\$3,311,088.43

Enc. 06/30/28, Revert. 06/30/30

THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (Proposition 68) (6088)		\$6,000,000.00
Program Delivery		(450,000.00)
Expenses		-
Committed Funds (SJRC Board)*		(5,550,000.00)
Unallocated Balance		\$00.00

SAFE DRINKING WATER, WILDFIRE PREVENTION,
AND PROTECTING COMMUNITIES AND NATURAL
LANDS FROM CLIMATE RISKS OF 2024

(Proposition 4)	\$11,000,000.00
Program Delivery	(770,000.00)
Expenses	-
Unallocated Balance	\$10,230,000.00

GENERAL FUND (July 2021- June 2027):

GENERAL FUND (0001)	\$15,000,000.00
Expenses	(7,470,436.10)
Unallocated Balance	\$7,529,563.90

FISCAL YEAR 2025 - 2026:

ENVIRONMENTAL LICENSE PLATE FUND (14000)	\$444,000.00
Expenses	(432,211.25)
Unallocated Balance	\$11,788.75

SAN JOAQUIN RIVER CONSERVANCY FUND (10002)	\$450,000.00
Expenses	(\$141,730.16)
Unallocated Balance	\$308,269.84

PROP 84 - PROGRAM DELIVERY (10006)	\$512,000.00
Expenses	(420,393.64)
Unallocated Balance	\$91,606.36

* The funds have been authorized by the SJRC Board and are currently pending approval by the WCB Board for encumbrance.

For additional information, you may direct inquiries to San Joaquin River Conservancy's Chief Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov.



AGENDA ITEM

March 4, 2026

Item: E-2

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Chief Executive Officer

Subject: **INFORMATION ITEM:** Federal Funding Award

RECOMMENDATION:

This report is provided for informational purposes only. No action by the San Joaquin River Conservancy Governing Board is required.

SUMMARY:

On February 17, 2026, Fresno City Council President, Mike Karbassi, and Congressman Jim Costa hosted a joint press conference to announce the award of \$2 million in federal funding through the U.S. Department of Housing and Urban Development's Economic Development Initiative (HUD-EDI) program.

This significant investment will accelerate the development of the San Joaquin River Parkway, enhancing public access and recreational opportunities along the river. The Conservancy was honored to speak at the event, highlighting how this funding will support additional access points, trail connections, and amenities that bring people closer to nature while protecting natural habitats.

The Conservancy's Press Release is provided as Attachment 1.

For additional information, you may direct inquiries to San Joaquin River Conservancy's Chief Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov.

PRESS RELEASE



FOR IMMEDIATE RELEASE

February 17, 2026

CITY OF FRESNO SECURES \$2 MILLION IN FEDERAL FUNDING FOR SAN JOAQUIN RIVER PARKWAY DEVELOPMENT

The San Joaquin River Conservancy is proud to announce the award of \$2 million in federal funding through the U.S. Department of Housing and Urban Development’s Economic Development Initiative (HUD-EDI) program. This significant investment will advance the development of the San Joaquin River Parkway by enhancing public access and recreational opportunities along the river.

The funding will help extend the Lewis S. Eaton Trail and open additional Conservancy owned properties, making the river more accessible to the public. Planned improvements include ADA-accessible entry points, recreational and public use facilities, and restoration efforts, ensuring that the Parkway remains a safe, inclusive, and sustainable destination for generations to come.

“This achievement would not have been possible without the collaboration of the City of Fresno, our Conservancy Board members, dedicated staff, and most importantly Congressman Jim Costa who worked tirelessly to secure this funding,” said Kari Kyler Daniska, Chief Executive Officer. “This is more than just a financial contribution—it’s a vote of confidence in our shared vision of creating an outdoors for all.”

The Conservancy also expressed gratitude to its federal partners for recognizing the importance of this work and investing in expanded access to the San Joaquin River Parkway.

Kari Kyler Daniska
Chief Executive Officer

PRESS RELEASE



CITY OF FRESNO SECURES \$2 MILLION IN FEDERAL FUNDING FOR SAN JOAQUIN RIVER PARKWAY DEVELOPMENT



CEO Kari Daniska and Fresno City Councilmember Mike Karbassi



SJRC Board Chairperson Kacey Auston, Fresno City Councilmember Mike Karbassi, Congressman Jim Costa, and CEO Kari Daniska



Andreas Borgeas, SJRC Board Members and CEO Daniska, and Congressman Jim Costa



CEO Kari Daniska speaking



AGENDA ITEM

March 4, 2026

Item: E-3

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Chief Executive Officer

Subject: **INFORMATION ITEM:** Strategic Plan Update.

RECOMMENDATION:

This report is provided for informational purposes only. No action by the San Joaquin River Conservancy Governing Board is required.

SUMMARY:

The Conservancy has initiated the strategic planning process and has created a timeline showing the anticipated steps and milestones (Attachment 1).

The Chief Executive Officer has open office hours on Tuesdays from 9-11 AM, started meeting with stakeholder groups and community members to gather feedback, and has regular meetings with an internal steering committee for the development of the strategic plan.

Potential goals or areas of focus in the Strategic Plan include:

- Strengthen Tribal Partnerships and Advance Equity in Land Stewardship
- Advance Land Acquisition to Protect Habitat, Expand Public Access, and Support Regional Conservation Priorities
- Accelerate and Scale Habitat Restoration to Protect Biodiversity and Build Climate Resilience
- Expand Equitable Public Access while Protecting Natural and Cultural Resources
- Align Investments to Accelerate Parkway Development and Expand Equitable Public Access in Response to Evolving Recreation Trends
- Advance Adaptive Management through Science, Monitoring, and Traditional Ecological Knowledge
- Find Opportunities for Long-Term, Stable Funding

Additionally, three public workshops will be held to gather comments. Workshops will be held in Fresno and Madera County after regularly scheduled Board meetings. The final

presentation of the strategic plan to the Governing Board is anticipated to take place in August of 2026.

For additional information, you may direct inquiries to San Joaquin River Conservancy's Chief Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov



AGENDA ITEM

March 4, 2026

Item: F-1

To: San Joaquin River Conservancy Governing Board
From: Kari Kyler Daniska, Chief Executive Officer 
Subject: **ACTION ITEM:** Approve and Adopt Conservancy Economic Equity Action Plan.

RECOMMENDATION:

It is recommended that the San Joaquin River Conservancy Governing Board approve the Conservancy's Economic Equity Action Plan.

SUMMARY:

AB 2019 requires each state agency to identify a small business liaison and to develop an "economic equity first" action plan (EEAP) and related policies that provide direction, recommendations, and strategies to ensure that California-certified small businesses and certified disabled veteran business enterprises are effectively engaged in and benefiting from the agency's procurement process.

Because the Conservancy utilizes California State Parks' business services staff and procedures for its procurement activities, our processes have historically followed the pre-established guidelines of State Parks.

The Conservancy's EEAP (Attachment 1) establishes agency-specific directives to ensure full compliance with the requirements of AB 2019. The Conservancy's contracting and procurement specialist will serve as the small business liaison.

For additional information, you may direct inquiries to San Joaquin River Conservancy's Chief Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov



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ECONOMIC EQUITY FIRST ACTION PLAN

DRAFT FOR APPROVAL BY THE GOVERNING BOARD

MARCH 2026

Background

AB 2019, relating to small business enterprises, was authored by Assemblymember Petrie-Norris (D) and approved by Governor Newsom on September 29, 2022. Existing law requires each state agency that significantly regulates or impacts small businesses to designate at least one person to serve as the agency's small business liaison. The liaison is responsible for, among other duties, receiving and responding to complaints from small businesses and assisting the agency in ensuring that its procurement and contracting processes are administered to meet or exceed the goal of 25 percent small business participation.

AB 2019 further requires each small business liaison to develop an "economic equity first" action plan (referred to herein as the "action plan") and policy that provide direction, recommendations, and strategies to ensure that specified small businesses are effectively involved in and benefiting from the agency's procurement process. The bill requires the action plan and policy to be adopted by January 1, 2024. As part of general outreach to all small businesses, the action plan must also include education, outreach, and stakeholder engagement with representative business organizations and business enterprises owned by disadvantaged demographics.

Additionally, the bill requires CalOSBA's annual report to include information regarding the office's activities to support procurement participation by small businesses, microbusinesses, disabled veteran business enterprises, and businesses owned by women, minorities, or members of the LGBTQ+ community that also qualify as a small business, microbusiness, or disabled veteran business enterprise. The report must also address compliance with and implementation of the required action plans and policies by state agency liaisons and advocates. AB 2019 further requires state agencies to establish a minimum goal of 25 percent procurement participation for small businesses, including microbusinesses.



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Definitions

“*Advocate*” means the Small Business Advocate who is also the Director of the Office of Small Business Advocate.

“*Director*” means the Director of the Office of Small Business Advocate.

“*Office*” means the Office of Small Business Advocate.

“*Small business liaison*” means the state agency’s assigned small business liaison.

“*SB/DVBE*” means small business and disabled veteran business enterprises.

“*PMT*” means Prompt Payment Terms.

“*Demographics*” means voluntary/optional reporting of the following groups:

- LGBTQ+
- Minority/POC
- Asian
- Other Pacific Islander
- Native American
- African-American/Black
- Hispanic or Latino
- Women
- Veteran
- Rural
- Disaster
- Disabled

Part One: Department Assessment & Outreach

Department Information

- **Size:** Small agency with fewer than 10 employees.
- **Procurement Team:**
 - 1 Small Business Liaison (primary)
 - 2 additional purchasers supporting procurement

Department Assessment

- **Annual Procurement Budget:** < \$300,000
- **Small Business Goal:** Minimum 25% of procurement spend directed to certified SB/DVBE vendors.



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- **Current Barriers:**
 - Limited staff capacity for outreach
 - Small vendor pool for specialized goods/services
 - Technology limitations (no dedicated procurement portal beyond Cal eProcure)
- **Vendor Feedback:** Implement an anonymous survey to gather feedback on bid access and payment processes.
- **Payment Terms:** Comply with Prompt Payment Act

Accountability Metrics

- **Track:**
 - % of contracts awarded to SB/DVBE
 - % of new SB/DVBE vendors engaged
 - Outreach events attended
- **Goal for FY 25/26:** Increase SB/DVBE participation by 10% over previous year.

Outreach Plan

- **Actions:**
 - Attend at least 3 regional small business events (CalOSBA, Chambers of Commerce).
 - Host 1 virtual “How to Do Business with the San Joaquin River Conservancy” session.
 - Share bid opportunities via agency website and social media.
- **Target Groups:** Women-owned, minority-owned, LGBTQ+, rural, and DVBE businesses.

Part Two: Collaboration, Training, Technology & Processes

Collaboration

- **Partner with:**
 - CalOSBA and DGS Supplier Diversity Program for technical assistance.
 - Local Chambers of Commerce and Small Business Development Centers (SBDCs).



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- **Goal for FY 25/26:** Establish at least 2 new partnerships with community-based organizations.

Internal Training

- Conduct annual procurement equity training for all purchasing staff.
- Attend CalOSBA liaison convenings and DGS best practices webinars.

Technology Tools

- Enhance agency website:
 - Add “Doing Business with Us” page with SB/DVBE resources.
 - Post current solicitations and liaison contact info.
- Use plain language in solicitations and enable Google Translate for accessibility.
- Implement email outreach campaigns for upcoming bids.

Procurement Process Improvements

- **Strategies:**
 - Use SB/DVBE Option for all applicable solicitations.
 - Break down large contracts into smaller packages to allow SB participation.
 - Reduce experience and inventory requirements for SB bidders.
 - Advertise all solicitations on Cal eProcure.
- **Goal for FY 25/26:** Increase pool of certified SB vendors by 15% through proactive outreach and unbundling.

Next Steps

- Small business liaison to review progress quarterly; update metrics annually.



AGENDA ITEM

March 4, 2026

Item: F-2

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Chief Executive Officer

Subject: **ACTION ITEM:** Approve Wagner Property, Madera County, Rental Agreement Amendment.

RECOMMENDATION:

It is recommended that the San Joaquin River Conservancy Governing Board authorize the Conservancy's Chief Executive Officer to execute an amendment to the Wagner Residential Rental Agreement to adjust the current rental rate with the existing tenant.

SUMMARY:

In 2001, the Conservancy purchased the Wagner property, which originally included two residential homes. One home was subsequently demolished, and the swimming pool removed. The remaining residence is approximately 1,500 square feet, comprising three bedrooms, two bathrooms, and an enclosed backyard.

In June 2005, the Board approved the use of the Wagner property residence for state employee housing. Since 2006, the Conservancy has maintained an interagency agreement with Millerton Lake State Recreation Area (MLSA) for the Wagner property. Under this agreement, MLSA provides maintenance and repair services for the rental property. The residence continues to be provided as employee housing at a below-market rental rate. The current rate is \$450 per month, totaling \$5,400 annually.

Under the rental agreement, the Tenant(s) provide in-kind services, including:

- Payment of the annual possessory interest for the property, typically around \$500.
- Weed abatement and annual fire prevention services on the property.
- Routine landscape maintenance of the residence, ensuring the grounds remain attractive and safe.
-

If approved by the Board, the Conservancy would increase the rental rate for the Wagner residence, effective April 1, 2026, from \$450.00 to \$484.65 per month. This adjustment is the maximum allowable increase, governed by Civil Code section 1947.12(a), and more closely reflects current market conditions.

Conservancy Staff recommend accepting the proposed amendment and request that the Board authorize the Executive Officer to execute a modification to the Wagner Residential Rental Agreement to increase the current rental rate with the existing tenant.

For additional information, you may direct inquiries to the Conservancy's Chief Executive Officer, Kari Kyler Daniska, at Kari.Daniska@sjrc.ca.gov.



AGENDA ITEM

March 4, 2026

Item: F-3

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Chief Executive Officer

A handwritten signature in black ink, appearing to read "Kari Daniska", written over a horizontal line.

Subject: **ACTION ITEM:** Approve Building and Facility Safety and Public Access Improvements at Conservancy Lanes and Gibson Properties

RECOMMENDATION:

Staff recommends the Governing Board take the following actions:

- Approve the allocation of up to \$2,100,000.00 for building improvements to the Conservancy's Lanes facility and authorize the Executive Officer to enter into a contract with DGS for the project
- Authorize the Executive Officer to develop a detailed scope of work and cost estimate for the Gibson Facility remodel, up to \$300,000.00, and begin the solicitation and bidding process for the project

SUMMARY:

Since the end of the Conservancy's lease at Fresno Metropolitan Flood Control in 2024, the facility at 10637 N Lanes Rd has served as the Conservancy's office and meeting space. To make the facility functional, staff have undertaken multiple significant repairs and replacements, including:

- Termite treatment
- Mold remediation
- Plumbing and electrical repairs
- HVAC replacement and/or repair
- Installation of rain gutters and flooring
- Drywall restoration

Each repair or replacement at the Lanes facility has required an extended procurement process, and any repairs exceeding \$10,000 trigger an additional level of bidding and contracting. Currently, there is no alternative process for emergency or urgent repairs (e.g., water line breaks, power outages, HVAC failures), which can lead to unsafe working conditions, staff displacement, and increased workload. To date, over \$125,000.00 in emergency or urgent repairs and numerous staff hours have been dedicated to this effort (Attachment 1).

In 2024, the Conservancy received a Scope of Work and cost estimate from the Department of General Services (DGS) for a comprehensive remodel of the Lanes facility (Attachment 2).

The \$2,011,500.00 estimate includes planning, design, construction, and conversion of the existing single-family residence and garage unit to business use. The remodel will convert the 3-bedroom, 2-bath residence into four offices, a breakroom, an open office area, and a meeting room. The garage structure will remain a caretaker's residence but will be refreshed, and the studio unit will be converted into a restroom and breakroom for staff or work crews. This increase in occupancy will also require upgrades to the well, septic system, parking, and accessible paths of travel. The full process – from planning to post-construction – will take approximately 5.5 years.

While the Lanes facility undergoes its lengthy remodel process, Conservancy staff recommend initiating an additional remodel of the Gibson facility, at 11340 Old Friant Rd, to ensure continuity of operations and provide a safe, functional workspace. This proactive step will allow the Conservancy to maintain essential functions during construction at Lanes without disruption and create a usable facility for future needs.

The Gibson facility remodel would serve multiple purposes:

- Temporary Office Space: Provide a suitable location for staff during the Lanes remodel, ensuring uninterrupted operations and meeting space availability.
- Long-Term Backup Facility: Serve as a secondary site for meetings, storage, and emergency operations.
- Revenue Generation: The Gibson House could also be adapted as state housing for employees or work crews, creating an opportunity for rental income.

Proposed Improvements:

- Structural repairs to ensure safety and bring the building up to code
- Accessibility upgrades to meet ADA standards
- Energy efficient upgrades (e.g. HVAC, dual pane windows, solar, etc.) to meet building standards
- Interior modifications to accommodate office use or housing needs
- Replace garage doors to ensure functionality and safety
- Septic system improvements to support occupancy

Benefits of the Gibson facility remodel:

- Maintains operational continuity during Lanes remodel
- Creates potential for future revenue generation
- Improves the long-term value and utility of Conservancy assets

Conservancy staff anticipate that, if approved, funding from the Operations and Maintenance budget will be used to complete the proposed work.

The Gibson House remodel will require CEQA review; however, this environmental analysis can be completed in-house by Conservancy staff, reducing both cost and project delays. Additionally, because the scope of work is below the DGS construction threshold, the project can proceed through the traditional solicitation and bidding process rather than the more time-intensive DGS-managed process. This provides greater flexibility, faster contracting timelines, and cost savings.

It is anticipated that construction at the Gibson facility will be completed prior to the start of construction at the Lanes facility, ensuring the Conservancy has a safe, functional workspace available throughout the Lanes remodel period.

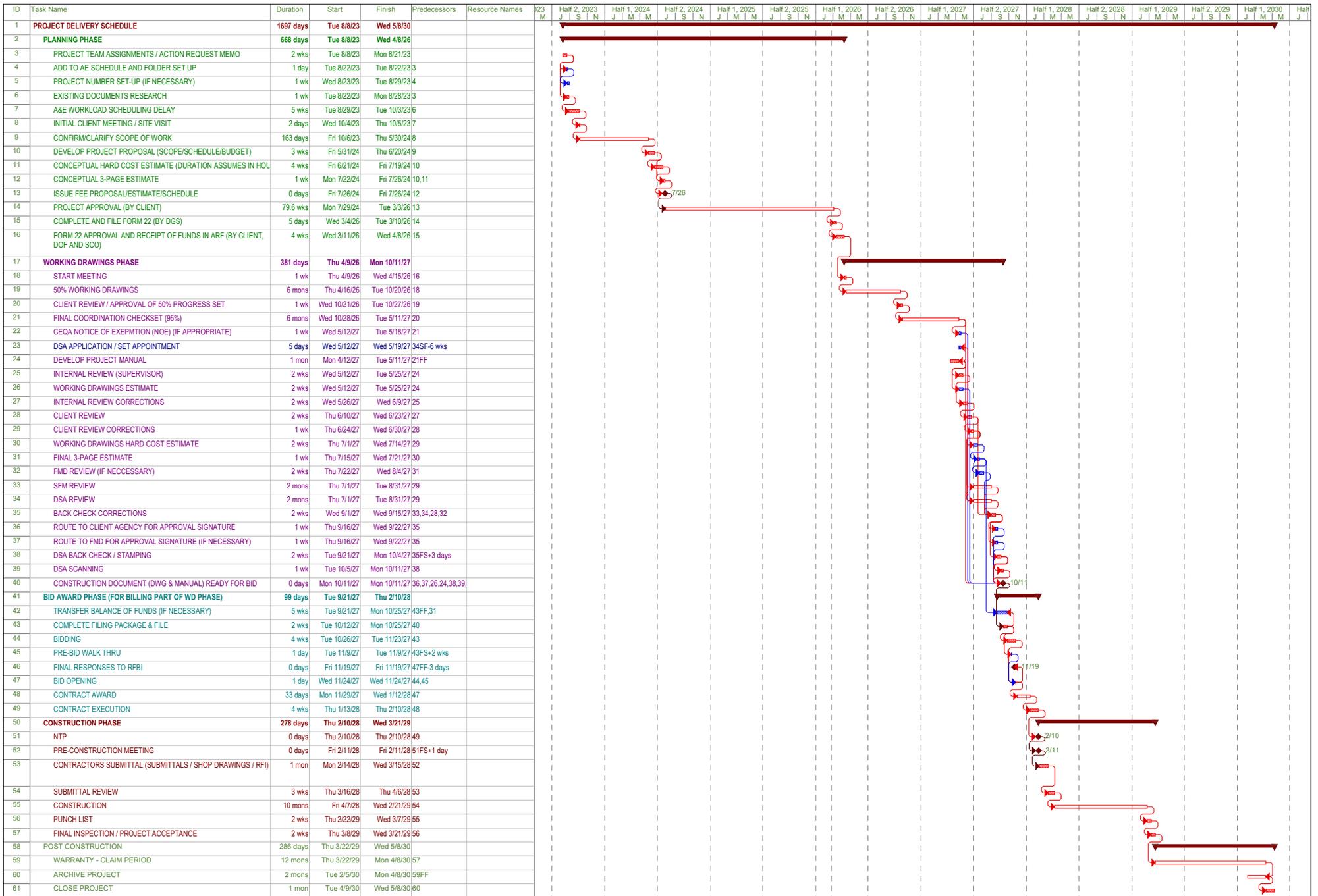
For additional information, you may direct inquiries to San Joaquin River Conservancy Chief Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov.

Attachment 1: Lanes Facility Emergency or Urgent Repairs

Attachment 2: DGS Scope of Work and Cost Estimate Package for Lanes Facility

The attached spreadsheet is the maintenance costs that have been incurred at the Lanes Property (10637 N Lanes Road) since its purchase. All service agreements have been to remediate issues and immediate needs to keep the property functional for staff.

Contract	Service Type	Amount
A22100011	Lock Replacements	\$ 1,202.10
A22100014	Home Inspection	\$ 3,465.00
A23100002	Irrigation	\$ 6,535.00
A23100006	Electrical	\$ 4,343.00
A23100008	Termite Treatment	\$ 8,180.00
A23100019	Electrical	\$ 9,990.00
A23100022	Hazmat Testing	\$ 1,900.00
A23100024	HVAC	\$ 9,990.00
A23100025	Hazmat Removal	\$ 9,981.34
A23100028	Commercial Cleaning	\$ 1,653.00
A23100030	Hazmat Clearance Test	\$ 600.00
A24100006	Electrical	\$ 9,157.00
A24100010	Garage Door Replacement	\$ 5,000.00
A24100011	Gutter Repair	\$ 4,200.00
A24100012	HVAC	\$ 9,999.00
A24100013	Gutter Repair	\$ 4,250.00
A24100014	Electrical	\$ 3,000.00
A25100001	Plumbing	\$ 4,160.00
A25100002	HVAC	\$ 8,601.53
A25100003	HVAC	\$ 9,000.00
A25100004	EMERG. Electrical	\$ 4,750.00
A25100008	EMERG. HVAC Repair	\$ 592.00
A25100009	EMERG. Plumbing	\$ 3,939.72
Total		\$ 125,788.69



Project: Project 12559, SJRC
Lanes Renovation
Conceptual Schedule Date: Tue 2/24/2

Task		Baseline Milestone		Rolled Up Baseline		Project Summary		Manual Task		External Tasks	
Task Progress		Summary		Rolled Up Baseline Milestone		Group By Summary		Duration-only		External Milestone	
Critical Task		Rolled Up Task		Rolled Up Progress		Inactive Task		Manual Summary Rollup		Deadline	
Critical Task Progress		Rolled Up Critical Task		Split		Inactive Milestone		Manual Summary			
Baseline		Rolled Up Milestone		Baseline Split		Inactive Milestone		Start-only			
Milestone		Baseline Summary		External Tasks		Inactive Summary		Finish-only			

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AGENDA ITEM

March 4, 2026

Item: F-4

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Chief Executive Officer

Subject: **ACTION ITEM:** Approve Milburn Pond Transfer of Jurisdiction from the California Department of Fish and Wildlife to the Conservancy.

RECOMMENDATION:

It is recommended the Conservancy Governing Board allocate \$10,000 to the Department of Water Resources to complete a property survey, legal description, and transfer of jurisdiction between the Department of Fish and Wildlife's and the Conservancy for the Milburn Property.

BACKGROUND:

In 1988, the California Wildlife Conservation Board (WCB) met to hear a proposal regarding a formerly mined 286-acre property in Fresno County, for preservation and restoration of riparian habitat and for potential inclusion in the proposed San Joaquin River Parkway. The proposed management of this area is to allow for public access and low-impact recreation consistent with habitat and wildlife protection. The California Department of Fish and Wildlife (CDFW) is identified as the Interim Land Manager with the City of Fresno identified as providing for operations and maintenance of the property.

In 1989, the San Joaquin River Ecological Reserve is established by the state legislature. The WCB acquires the first unit, the 286-acre Milburn Unit, through a gift/purchase with landowner Don Underdown. The reserve is managed by CDFW in the absence of an agency with the expressed mission of managing the San Joaquin River Parkway.

In 1992, the San Joaquin River Conservancy is established by the state legislature to acquire and manage public lands within the San Joaquin River Parkway. The Conservancy shall acquire and manage these lands in the parkway to provide a harmonious combination of low-impact recreational and educational uses and wildlife protection through the preservation of the San Joaquin River, existing publicly owned lands, the wildlife corridor, and natural reserves.

To this day, the Milburn Unit is operated as part of the San Joaquin River Ecological Reserve and, pursuant to 14 CCR §630, remains closed to all visitors use except for special opportunities provided under subsection 630(e). Fishing is permitted only from boats and designated shoreline areas identified by the CDFW. Swimming, bicycles (including e-bikes), horses, pack stock, and horseback riding are prohibited.

The Milburn Unit of the San Joaquin River Ecological Reserve has no dedicated funding for operations and maintenance from CDFW and remains closed and unmanaged.

SUMMARY:

The San Joaquin River Conservancy has entered into an Operations Agreement (Attachment 1) with the City of Fresno for activities on Conservancy-owned properties within the city limits, funded by Measure P. However, the City of Fresno cannot operate or manage the Milburn Unit of the San Joaquin River Ecological Reserve because it is not in the Conservancy's ownership or open to the public. Once the Milburn Unit is transferred from CDFW to the Conservancy, the agreement with the City of Fresno can be amended to include the Milburn property. During the transfer process, the City and Conservancy can prepare signage to meet minimum standards for opening.

In 2019, Conservancy and CDFW began the process of transferring ownership of Milburn property to the Conservancy. However, the initial property survey revealed overlapping parcels from Madera County, halting the transfer. Before completion of the transfer, the property must be resurveyed and the legal description corrected.

CDFW cannot assign a surveyor for this correction. In response, the Department of Water Resources has offered assistance and provided the attached quote for services (Attachment 2). This work must be completed by a state-licensed surveyor.

For additional information, you may direct inquiries to San Joaquin River Conservancy's Chief Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov.

**OPERATING AGREEMENT
FOR
SAN JOAQUIN RIVER PARKWAY**

This Operating Agreement (hereinafter referred to as "Agreement") is made and entered into this 10th day of September, 2025, between the City of Fresno, a California municipal corporation (hereinafter referred to as "City") and the State of California, acting through the San Joaquin River Conservancy (hereinafter referred to as "Conservancy"). The City and Conservancy hereby agree as follows:

I. RECITALS

- (a) The Conservancy has under its control certain lands described in Exhibit C of this Agreement, which the City and Conservancy desire to use for public access and wildlife habitat purposes.
- (b) The development, use, operation, and maintenance of said lands on a cooperative basis between the City and the Conservancy are hereinafter referred to as the "Project."
- (c) The cooperative development, use, operation, and maintenance of the Project are in accordance with the authorization of the Conservancy Governing Board on January 15, 2025 and the City's Resolution No. 2025-245.

II. GENERAL TERMS AND CONDITIONS

- (a) PROJECT NAME: The name of this Project is the San Joaquin River Parkway. This name shall be used in all documents, signs, publications, brochures, general literature, or news releases. The City shall not rename the Project without the prior written approval of the Conservancy.
- (b) EXHIBITS: This Agreement incorporates by reference the following exhibits:
 - Exhibit A – Standard Terms and Conditions
 - Exhibit B – Project Description
 - Exhibit C – Project Area Description
 - Exhibit D – Fire Break Plans
 - Exhibit E – Trail Closure Protocol
- (c) PROJECT DEVELOPMENT: Any development or improvement of facilities on the area described in Exhibit B shall be carried out by a separate agreement. Within ninety (90) days of completion of any such development or improvement, the developer shall provide the City with a copy of the "as-built" plans, and the City shall transmit a copy to the Conservancy.
- (d) TERM: This Agreement shall remain in effect until terminated by either party upon thirty (30) days' written notice, the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or as otherwise provided herein. Amendments may be made by mutual

written agreement of the parties. Upon termination, both parties shall coordinate to ensure a smooth transition of maintenance responsibilities, access, and public information.

(e) MAINTENANCE ACTIVITIES: The list of maintenance activities referenced in Exhibit B may be amended in writing upon mutual agreement of the City's Director of Public Works and the Conservancy's Executive Officer. Such amendments shall not require a formal amendment to this Agreement.

(f) PROJECT BOUNDARIES: The project boundaries shown in Exhibit C may be amended in writing upon mutual agreement of the City's Director of Public Works and the Conservancy's Executive Officer. Such amendments shall not require a formal amendment to this Agreement.

(g) ENVIRONMENTAL COMPLIANCE: Any environmental review, permitting, and all associated costs shall be the sole responsibility of the Conservancy. The City shall have no obligation or liability for environmental compliance or related costs. This includes, but is not limited to, compliance with CEQA, state and federal endangered species laws, and any permits required by environmental regulatory agencies at the local, state, or federal level.

(h) COORDINATION MEETINGS: The City and the Conservancy shall meet at least twice per year to coordinate on matters related to this Agreement, including maintenance activities, access, development plans, and other operational issues. Additional meetings may be scheduled as needed by mutual agreement.

(i) DISPUTE RESOLUTION: In the event of a dispute arising under this Agreement that cannot be resolved by the Public Works Director and the Conservancy's Executive Officer, the matter shall be escalated to the City Manager and the Chairperson of the Conservancy Governing Board to serve as mediators. Their role shall be to facilitate resolution through discussion and mutual agreement. This provision shall not limit either party's legal rights under this Agreement.

(j) NOTICES: Notices required between the City and the Conservancy shall be deemed given when mailed, first-class postage prepaid, to the following addresses:

To City:
City of Fresno
Public Works Department
2600 Fresno Street, Room 4064
Fresno, CA 93721

To State:
State of California
San Joaquin River
Conservancy P.O Box 28338
Fresno, CA 93729

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

STATE OF CALIFORNIA,
San Joaquin River Conservancy

DocuSigned by:
By: Scott Mozier
E3B64D7F7352485...
Scott L. Mozier
Director, Public Works

By: [Signature]

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Name: KARI KYLER DANISKA

Title: Executive Officer

Signed by:
By: Angela M. Karst 8/5/2025
0A9F88F69DD1417
Angela M. Karst Date
Senior Deputy City Attorney

Date: 7/10/2025

ATTEST:
TODD STERMER, MMC
City Clerk

APPROVED AS TO FORM:

ROB BONTA
Attorney General to the State of California

DocuSigned by:
By: Tina Your 9/11/2025
0CA1000020904E3...
Deputy Date

By: Jackie Vu 7/10/2025
Jackie K. Vu Date
Deputy Attorney General

Attachments:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

EXHIBIT A

STANDARD TERMS AND CONDITIONS TO OPERATING AGREEMENT

I. SCOPE AND PURPOSE

1. SCOPE: This Agreement pertains to the facilities and improvements described in Exhibit B and to the area owned by the State of California, San Joaquin River Conservancy, as shown in Exhibit C. The improvements, use, operation, and maintenance of such facilities on the described area are collectively referred to as the "Project."

2. PURPOSE AND USE: The Project premises and every part thereof shall be used only for hiking, bicycling, fishing, picnicking, and other low-impact recreational activities. Subject to Section 5 below, the City may use the premises for temporary or special purposes through agreements with others.

The premises and Project facilities shall, unless otherwise specifically provided herein, be available daily without charge. There shall be no restrictions to public ingress or egress except when closure is necessary for maintenance, repair, public safety, security, or protection of the structures or facilities.

Units available for public use (that is, are not generally closed pursuant to Section 25015.06) shall be closed to the public: from 10:00 p.m. to 6:00 a.m. during the months of April through September, and from 7:00 p.m. to 6:00 a.m. during the months of October through March, unless developed for public camping, or otherwise posted pursuant to Section 25015.04 or authorized in writing by the San Joaquin River Conservancy. No person shall be present in or remain in or upon units during hours the units are closed. Any person present during hours the unit is closed is in violation of the Chapter and his or her presence also constitutes unlawful trespass.

The City and Conservancy shall develop a protocol to allow for closure of the northern segment of the Trail, during storm periods that may cause the stormwater treatment channel to run full. This protocol shall be adopted within thirty (30) days of execution of this Agreement and incorporated herein as Exhibit E. The City shall notify the Conservancy within 48 hours of making any and all closures.

II. MAINTENANCE AND OPERATION

3. MAINTENANCE: The City shall provide all normal maintenance and operation of the Project area and improvements in accordance with the purposes expressed herein and as described in Exhibit B. Except for occurrences beyond the City's control or acts of God, the City shall ensure the facilities remain in a safe, clean, and usable condition. Equipment and materials not needed for routine maintenance shall not be stored or stockpiled on the premises.

The City agrees to fund maintenance at City expense, consistent with the level of funding programmed annually and approved by the City Council through the budget process.

4. ADDITIONAL IMPROVEMENTS: Except as provided in a separate agreement, the Conservancy shall not be obligated to make any additional developments or improvements within the Project area.

However, the City may, at its own cost, construct or install additional structures or improvements provided that:

- (a) they are consistent with the purposes set forth in this Agreement;
- (b) they are constructed, maintained, and operated for the benefit and enjoyment of the public;
- (c) they do not reduce, restrict, or interfere with the primary purposes of the Project; and
- (d) they receive prior written approval from the Conservancy.

Any improvements installed with Conservancy approval and at the City's expense shall remain the property of the City during the term of this Agreement. Upon termination, the City may remove such improvements or leave them on-site, in which case they become the property of the Conservancy.

The Conservancy shall not make improvements or alterations, including but not limited to planting, volunteer events, or material storage, or enter into any agreement related to the properties, improvements, or amenities covered by this Agreement without prior City approval.

5. CONCESSIONS: The City may enter into agreements with third parties to provide programs, services, or facilities that complement the Project improvements, provided that:

- (a) such agreements are consistent with the purposes and uses described in this Agreement;
- (b) any revenues received from such agreements are deposited into a dedicated account and used solely for Project maintenance and operation;
- (c) the City maintains adequate records of all revenues and expenditures related to such agreements and provides them to the Conservancy upon request; and
- (d) such agreements, including revenue-sharing terms, are approved by the Conservancy prior to execution.
- (e) the Conservancy is acknowledged in any public advertising or social media posts associated with such agreements, recognizing its role as the landowner for Jensen River Ranch and the Extension Property.

III. GENERAL PROVISIONS

6. ASSIGNMENT: The City shall not assign this Agreement, in whole or in part, nor delegate any of its rights or duties unless specifically provided for herein.

7. LIABILITY: The City shall indemnify, hold harmless and defend the Conservancy and each of its officers, officials, employees, agents and volunteers from any and all loss, liability,

finances, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Conservancy, the City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the City of governmental immunities including California Government Code section 810 et seq.

The Conservancy shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Conservancy or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the Conservancy or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the Conservancy of governmental immunities including California Government Code section 810 et seq.

In the event of concurrent negligence on the part of the City or any of its officers, officials, employees, agents or volunteers, and the Conservancy or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

Required Insurance. Without limiting the indemnification of each party as stated herein, it is understood and agreed that the Conservancy and the City shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement, to fund their respective liabilities including, but not limited to, general liability, automotive liability, workers' compensation and employers liability. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at the request of either party under this Agreement.

If the Conservancy is named as a co-defendant under Government Code Sections 895 et seq., the City shall notify the Conservancy and represent it, unless the Conservancy elects to represent itself, in which case it shall bear its own legal costs.

8. INDEPENDENT CONTRACTOR: In performing its responsibilities under this Agreement, the City and its officers, agents, and employees shall act in an independent capacity and not as officers, agents, or employees of the Conservancy.

9. NONDISCRIMINATION: The City certifies that it will comply with all federal and state nondiscrimination laws in performing its responsibilities and in managing any concession agreements. The Project area shall be open and accessible to the public on equal and reasonable terms.

10. TERMINATION: This Agreement shall remain in effect until terminated by either party upon thirty (30) days' written notice, the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or as otherwise provided herein. Termination shall not relieve either party of obligations incurred prior to the effective date of termination.

11. WAIVER OF RIGHTS: Either party may waive certain rights under this Agreement. Any such waiver shall not be deemed a continuing waiver or a waiver of any other right or provision.

12. REMEDIES NOT EXCLUSIVE: Use of any specific remedy under this Agreement shall not preclude the use of any other remedy available under law.

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and apply to the successors and assigns of both parties.

14. OPINIONS AND DETERMINATIONS: Where the Agreement requires approval, judgment, or opinion by either party, such action shall not be arbitrary or capricious and shall be made reasonably and in good faith.

EXHIBIT B PROJECT DESCRIPTION

1. Project Overview

The San Joaquin River Parkway project area includes lands owned by the San Joaquin River Conservancy as shown in Exhibit C. The project area is intended to support public access and enjoyment through low-impact recreational uses such as hiking, fishing, picnicking, and nature observation.

The area shall be maintained and operated by the City of Fresno pursuant to the terms of the Operating Agreement and is intended to preserve natural habitat, enhance public recreational opportunities, and protect water quality and flood control functions.

2. Facilities and Features

Facilities and improvements within the project area may include, but are not limited to:

- Multi-use trails and pathways
- Informational signage and trail markers
- Trash and recycling receptacles
- Picnic tables and seating areas
- Fencing and gates
- Trailhead or access points
- Drinking fountains (as approved)
- Restroom facilities (if applicable)

No improvements shall be made by either party without written approval, in accordance with the terms of the Operating Agreement.

3. Use and Restrictions

The site shall be open to the public daily without charge, subject to closures for maintenance, public safety, or environmental protection as specified in the Agreement. Permitted uses are limited to passive recreation and educational activities consistent with habitat protection and public access goals.

Motorized vehicles, amplified sound, and commercial events are prohibited unless otherwise approved in writing by both the City's Director of Public Works and the Conservancy's Executive Officer.

4. Maintenance Activities

The City shall perform routine maintenance and upkeep of the project area and associated facilities. Maintenance activities may include, but are not limited to:

- Trash removal and litter control

- Vegetation trimming and weed abatement
- Grading, resurfacing, and erosion repair of trails
- Removal of graffiti
- Inspection, repair, and replacement of fencing, gates, benches, and signage
- Maintenance of drainage features or channels
- Irrigation system checks, programming, and repairs
- Pumphouse maintenance and associated repairs
- Pest or fire hazard mitigation as needed
- General housekeeping to maintain a clean and safe environment

The list of maintenance activities may be updated in writing upon mutual agreement of the City's Director of Public Works and the Conservancy's Executive Officer. Such updates shall be attached to and incorporated into this Exhibit and shall not require a formal amendment to the Agreement.

Fire prevention work at Jensen River Ranch, including disking and mowing, shall follow the approved fire break plan signed by the City of Fresno, the San Joaquin River Conservancy, and the Fresno Fire Department. The plan shall remain on file and may be updated by mutual agreement.

5. Exclusions

The City shall not be responsible for the following activities within the project area:

- Riverbank and shoreline management – Includes erosion control, riverbank stabilization, any work below the high water mark, or improvements for water access such boat launches.
- Encampment removal or hazardous cleanup – The City is not responsible for the removal of homeless encampments, hazardous materials or illegal dumping.
- Ongoing maintenance of the Native Garden – The City is not responsible for maintaining the Native Garden, which is cared for by Native partners in coordination with the Conservancy.
- Law enforcement or public safety – Includes patrols, emergency response, and crime prevention.

EXHIBIT C PROJECT AREA DESCRIPTION

The Project Area is defined by the attached maps, which illustrate the lands under ownership or management of the San Joaquin River Conservancy included in this Agreement.

These areas are located within the City of Fresno along the San Joaquin River and include:

- Jensen River Ranch
- Jensen River Ranch Extension

Each area is shown on a separate map labeled as follows:

- Attachment C-1: Jensen River Ranch
- Attachment C-2: Jensen River Ranch Extension

The Project Area may be updated upon mutual written agreement of the City's Director of Public Works and the Conservancy's Executive Officer, consistent with Section (i) of this Agreement.

EXHIBIT D FIRE BREAK PLANS

Fire Break Plans

- Attachment D-1: Jensen River Ranch Fire Break Plan (map with signature block)
- Attachment D-2: Jensen River Ranch Extension Fire Break Plan (map with signature block)

These documents depict the approved areas for fire prevention activities such as disking and mowing. Updates to either plan must be signed by all parties and retained on file.

SCOPE OF SERVICES

MILBURN POND TRANSFER OF JURISDICTION (TOJ) PACKAGE

TASKS

1. Prepare a legal description and plat drawings of the TOJ parcels, including Fresno County Assessor Parcels: 501-021-01T, 501-021-35T, 501-021-38ST, 502-020-11T and 502-020-12T.

DELIVERABLES

1. One wet stamped and signed legal description.
2. One set of plats to accompany the legal description.

ASSUMPTIONS - EXCLUSIONS

1. The previous Milburn Pond Boundary Survey performed by the DOE Geodetic Branch will serve as a basis for the TOJ package, no additional field surveys, setting of property corners or boundary resolution is included in this scope of services.
2. This scope of services does not include the deed jacket.
3. No additional exhibit drawings beyond the plats to accompany the legal description are included.
4. No title report review is included.
5. The description and plats will be produced and provided for one round of a third party review (by a licensed Land Surveyor), if necessary, multiple submittals are not included in this scope of services, a second submittal will be for a third party back check and approval.
6. A wet stamped and signed letter of approval will be provided by the third party reviewer.