REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, April 6, 2022 **Council Chambers**
6:00 p.m. **City Hall**

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 832 4575 0984. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

ROLL CALL: Mayor Santos Garcia
Mayor Pro Tem Anita Evans, District 4
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION: Rabbi Paul Gordon, Congregation Beth Jacob

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:
The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Proclamation Recognizing Pisk Family Celebration Day
3. Proclamation Recognizing the Month of April as Sexual Assault Awareness Month
4. Madera County Historical Society Certificate of Recognition

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Minutes – 08/18/21, 10/28/21

Recommendation: Approve the City Council Minutes of August 18, 2021 and October 28, 2021

B-2 Informational Report on Register of Audited Demands for March 5, 2022 to March 25, 2022

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Informational Report on Contract City Attorney Services and Litigation Expenditures

Recommendation: This report is submitted for informational purposes only and there is no action from the City Council (Report by Arnoldo Rodriguez)

B-4 Agreement with Prudential Overall Supply for Uniform Rental and Laundry Services

Recommendation: Adopt a Resolution Approving an Agreement for Prudential Overall Supply to Provide Uniform Rental and Laundry Services to the City (Report by Daniel Foss)

B-5 Madera Americans with Disabilities Act (ADA) Advisory Council Bylaws

Recommendation: Adopt a Resolution Amending the Madera ADA Advisory Council Bylaws (Report by Wendy Silva)

B-6 Ratification of Revisions to COVID-19 Emergency Policy No. 2

Recommendation: Adopt a Minute Order Ratifying Issuance of Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave by the City Manager in his role as Director of Emergency Services (Report by Wendy Silva)

B-7 Second Reading and Adoption of an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries

Recommendation: Waive Full Reading and Adopt an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries (Report by Alicia Gonzales)

C. PUBLIC HEARINGS:

C-1 Torres Way General Plan Amendment (GPA 2021-01) and related Negative Declaration (ENV 2021-64)

Recommendation: Conduct a Public Hearing, Make the Necessary Findings, and Adopt a Resolution Adopting the Initial Study/Negative Declaration and Approve a General Plan Land Use Designation Amendment from LD (Low Density Residential) to HD (High Density Residential) (Report by Gary Conte)

C-2 Rezone Property Located at 801 South Gateway

Recommendation: Conduct a Public Hearing, Make Necessary Findings, and Waive Full Reading and Introduce an Ordinance Rezoning Approximately 0.27 acres at 801 South Gateway Drive (APN 011-111-005) from an I – Industrial Zone district to a C2 – Heavy Commercial Zone District (Report by Gary Conte)

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Update on Water, Sewer, Storm Drainage and Solid Waste Rate Studies, Confirmation of Direction on Utility Rate increases and Consideration of a Resolution Approving a Date for Prop 218 Public Hearing for Water, Sewer, Storm Drainage and Solid Waste Rate Increases

Recommendation: Staff recommends that the Council, after considering the information presented, adopt a resolution accepting the rate study relating to water, sewer, storm drainage and solid waste; authorizing required actions under Proposition 218; and setting Proposition 218 public hearing date of June 15, 2022 to consider rates (Report by Anthony Forestiere)

D-2 Amending the Municipal Code to Remove the Superseded Section Relating to the Appointment Process for Members of the Civil Service Commission

Recommendation: Waive further reading and introduce an ordinance amending §2-2.303 of Title II of the Madera Municipal Code relating to the Civil Service Commission (Report by Wendy Silva)

D-3 Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers for Design Services for Shoulder Paving and Sidewalks

Recommendation:

1) Adopt a Resolution Approving a Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers, Inc. in the amount of $264,750 for Engineering Design Services for Shoulder Paving on Raymond Road - City Project R-37, Storey Road – City Project R-60, Pecan Avenue – City Project R-67, and Sidewalks on Schnoor Avenue – City Project R-58, and Washington School area – City Project R-93; and

2) Adopt a Resolution Approving Funding Amendment Appropriating $75,000 to the City of Madera Fiscal Year (FY) 2021/22 Capital Projects Budget for the Engineering Design Services for Shoulder Paving on Raymond Road - City Project R-37, Storey Road – City Project R-60, Pecan Avenue – City Project R-67, and Sidewalks on Schnoor Avenue – City Project R-58, and Washington School area – City Project R-93 (Report by Keith Helmuth)

D-4 Contract Award for Groundwater Monitoring Well Installation services for the Wastewater Treatment Plant

Recommendation: Adopt a Resolution Approving the Contract Award for Groundwater Monitoring Well Installation Services, WWTP Project No. 20-01, in the amount of $234,000 to Maggiora Brothers Drilling, Inc. (Report by Daniel Foss)

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

G. CLOSED SESSION:

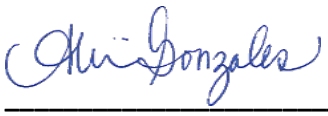
ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, April 20, 2022
- Wednesday, May 4, 2022
- Wednesday, May 18, 2022
- Wednesday, June 1, 2022

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov .
- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for April 6, 2022, near the front entrances of City Hall and on the City's website www.madera.gov at 11:30 p.m. on March 31, 2022.



Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	10/28/2021
Adopted:	04/06/2022

Minutes of a Special Meeting of the Madera City Council

October 28, 2021 **Council Chambers**
6:00 p.m. **City Hall**

The Council Chambers were open to the public. This meeting was also available for public viewing and participation through Zoom. Members of the public were also able to observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public were able to comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: #844 8293 1406. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

The City observed the Madera County Public Health Department physical distancing recommendations. This may have limited seating in the Council Chamber; however, the City did have seating available in the foyer. All persons visiting City facilities shall observe health and safety protocols.

This meeting was also being conducted by teleconference at the following location:
Maui Kaanapali Villas
45 Kai Ala Drive
Lahaina, HI 96761

Councilmember Jose Rodriguez participated via that teleconference location. The teleconference location was open to the public and any member of the public had an opportunity to address the City Council from the teleconference location in the same manner as if that person attended the meeting at City Hall. The City Council controlled the conduct of the meeting and determined the appropriate order on public comments from the teleconference location. All votes during the teleconferenced meeting were by roll call.

CALL TO ORDER: Meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, and City Attorney Hilda Cantu Montoy, Information Services Mark Souders, and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Anita Evans

PLEDGE OF ALLEGIANCE: Councilmember Montes

APPROVAL OF AGENDA:
ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM VILLEGAS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

PUBLIC COMMENT:
Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda at the time the agenda item is called. Speakers should limit their comments to three (3) minutes.

PRESENTATIONS:

1. Proclamation Recognizing October as Farmer and Farmworker Appreciation Month

A. PUBLIC HEARINGS:

A-1 Public Hearing and First Reading and Introduction of an Ordinance Amending the City's Municipal Code Relating to Cannabis

Recommendation:
Per Council direction on October 20, 2021, Council may conduct a public hearing and introduce for first reading by title only and waive the full reading of an ordinance amending the Madera Municipal Code as follows:

1) An Amendment to Subsections (G) and (H) of Section 6-5.14 of Title VI, Chapter 5 of the Municipal Code relating to Approval of Cannabis Business Permits (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES ITEM A-1 WAS APPROVED BY A 4/2 VOTE. NOES: MAYOR GARCIA AND MAYOR PRO TEM VILLEGAS. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 4 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS

NO: 2 - MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

ADJOURNMENT: The meeting was adjourned at 6:35 p.m. Next regular meeting November 3, 2021.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

Item:	B-1
Minutes for:	08/18/2021
Adopted:	04/06/2022

Minutes of a Regular Meeting of the Madera City Council

August 18, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 893 7755 4313 # followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER: Meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3 (Arrived at 6:02 p.m.)
Councilmember Anita Evans, District 4

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Fire Battalion Chief Anthony Garcia, Interim Grants Administrator Joseph Hebert, Information Services Manager Mark Souders, Planning Manager Gary Conte, Police Chief Dino Lawson, Interim Public Work Director Dan Foss, Deputy City Engineer Ellen Bitter, Senior Civil Engineer Victor Aldama, Administrative Analyst (Public Works) Adam Gonzales, Police Lieutenant Josiah Arnold, and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Villegas

APPROVAL OF AGENDA:
ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

PUBLIC COMMENT:
The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

No public comment was presented at the time of this announcement, however public comment was read after the announcement of Closed Session.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: None

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Update on Water, Sewer, Storm Drainage and Solid Waste Rate Studies
Recommendation: Information Workshop. No formal action is requested. (Report by Anthony Forestiere)

B. CONSENT CALENDAR: None

C. PUBLIC HEARINGS: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Contract Award and Funding Amendment to the Fiscal Year (FY) 2021/22 for the Construction of 2020-21 SB-1 (RMRA) Seals and Overlays, City Project No. R-78

Recommendation:

1) Adopt a Resolution Approving the Contract Award for 2020-21 SB-1 Road Maintenance and Rehabilitation Account (RMRA) Seals and Overlays, City Project No. R-78 (Project), in the amount of $1,364,258.00 to Emmett's Excavation Inc.

2) Adopt a Resolution Approving Funding Amendment Appropriating $250,000.00 to the

City of Madera Fiscal Year (FY) 2021/22 Capital Projects Budget for the Construction of the 2020-21 SB-1 (RMRA) Seals and Overlays, City Project No. R-78 (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM D-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

RES 21-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR 2020-21 SB-1 (RMRA) SEALS AND OVERLAYS PROJECT, CITY PROJECT NO. R-78 IN THE AMOUNT OF $1,364,258.00 TO EMMETT'S EXCAVATION INC AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

RES 21-115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENT APPROPORIATING $250,000 TO THE CITY OF MADERA FISCAL YEAR (FY) 2021/22 CAPITAL PROJECTS BUDGET FOR THE FOR THE CONSTRUCTION OF 2020-21 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-78

D-2 Professional Planning and Environmental Review Services Agreement with QK, Inc.

Recommendation: Adopt a Resolution Approving the Professional Services Agreement between the City of Madera and QK, Inc. for City Planning and Environmental Services and Rescinding Resolution 21-56 (Report by Gary Conte)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

RES 21-116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND QK, INC. FOR PROFESSIONAL PLANNING AND ENVIRONMENTAL REVIEW SERVICES AND RESCINDING RESOLUTION 21- 56

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

Councilmember Gallegos had nothing to report.

Councilmember Rodriguez stated Congressman Jim Costa visited on Monday and thanked everyone who was present for that event.

Councilmember Montes thanked staff for the tour at the Waste Water Treatment Plant. He also thanked Congressman Costa for the funds awarded to the City of Madera.

Councilmember Evans stated that the funds used at the Waste Water Treatment Plant were needed and well spent. She thanked City Engineer Keith Helmuth and staff for having Adell Street paved.

Mayor Pro Tem Villegas stated it was a great thing to get help from the State and Congressman Costa.

Mayor Pro Tem Villegas stated he wanted the following items added to an agenda:

- Sidewalks on South "I" Street on the east side of Olive Avenue.
- Sidewalks on South Madera Avenue from Carl's Jr. all the way south.
- Sidewalks east on Pecan Avenue starting at Barnet all the way to Golden State Boulevard. The north side doesn't have any sidewalks.

Mayor Garcia acknowledged the funds that Congressman Costa gave the City of Madera. He acknowledged the United Domestic Workers, their food drive and backpack giveaway, and their contributions to the local community.

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation
Consideration of the Initiation of Litigation Pursuant to Government Code Section §54956.9(d)(4)
One Case: City of Madera v. Jesus Lopez

G-2 Conference with Legal Counsel – Anticipated Litigation
Consideration of the Initiation of Litigation Pursuant to Government Code Section §54956.9(d)(4)

One Case: City of Madera v. Jeffrey Streeter

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 7:36 p.m. and asked that G-2 be heard first.

PUBLIC COMMENT:

Public comment was read following the announcement of the Closed Session items noted above.

The Haverkamps, Margaret Bucholtz and Marisa Poppy submitted written correspondence regarding Marisa Silva and her neighbors who have police and code enforcement issues, but none have been resolved. They ask that the City of Madera take action against the neighbor, so that Ms. Silva can enjoy her home.

Mayor Garcia asked if the other public comment was for the same issue and Ms. Gonzales replied in the affirmative. Mayor Garcia asked that the reading of the other items be suspended.

City Clerk Alicia Gonzales stated that the other correspondence was from Jeanette Chambers (daughter of Ms. Silva), and Steven and Sue Gonzales (son and daughter-in-law of Ms. Silva). Mr. and Mrs. Gonzales also supplied photographs of some of their concerns. City Clerk Alicia Gonzales shared her screen and showed the photographs.

G. CLOSED SESSION (Continued from above):

Council adjourned to Closed Session.

Council returned from closed session at 8:47 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

City Attorney Hilda Cantu Montoy stated the City Council determined that the City authorized litigation against Jesus Lopez to establish and ask the court for a civil nuisance abatement in the receivership for property that Mr. Lopez owns at 209 South "O" Street in Madera.

ADJOURNMENT: The meeting was adjourned at 8:49 p.m. Next regular meeting on September 1, 2021.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Arnoldo Rodriguez

City Manager

Council Meeting of: April 6, 2022

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for March 5, 2022 to March 25, 2022

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of March 5, 2022 to March 25, 2022 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	32196 – 32435	$3,535,962.32

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$576,036.78
SDI	EDD	$2,518.49
CalPERS Payment	CalPERS	$369,641.78

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2021/2022 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2021/2022 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT

April 6, 2022

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32196	03/07/2022	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	01/22 PD CAR WASHES	$ 332.50
32197	03/07/2022	HR	INS/RISK MGT	HERNANDEZ, ROSA	REIMBURSEMENT - 2022 2ND WIND 5K	$ 28.50
32198	03/07/2022	FINANCE	FINANCE	ACRO SERVICE CORPORATION	TEMP SERVICES - FINANCIAL SERVICES MANAGER	$ 1,195.00
32198	03/07/2022	PLANNING	PLANNING	ACRO SERVICE CORPORATION	TEMP SERVICES - PLANNING	$ 6,083.40
32199	03/07/2022	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTIONS	$ 90.54
32200	03/07/2022	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	$ 1,161.65
32201	03/07/2022	PD OPS	PD OPS	HARRY D. WILSON INC.	HONDA 6601 - SERVICE	$ 187.66
32202	03/07/2022	PD OPS	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	$ 1,600.00
32203	03/07/2022	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	$ 27,817.50
32204	03/07/2022	HR	INS/RISK MGT	BATTLES, ERIC	REIMBURSEMENT - 2022 2ND WIND 5K	$ 25.50
32205	03/07/2022	FLEET MAINT	FLEET ACQUISITION	CALIFORNIA AIR RESOURCES BOARD	CARB PERMIT FEES	$ 805.00
32206	03/07/2022	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES 03/22	$ 4,000.00
32207	03/07/2022	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	STOP FEE - NO WASTE	$ 58.50
32208	03/07/2022	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	$ 823.59
32209	03/07/2022	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL TO CITY ATTORNEY	$ 7.89
32210	03/07/2022	PD OPS	MEAS K - PD	DOOLEY ENTERPRISES, INC.	AMMUNITION	$ 4,188.44
32211	03/07/2022	PARKS	PARKS	NATIONAL AQUATIC SERVICES, INC.	YC POOL REPAIR	$ 18,631.26
32212	03/07/2022	FINANCE	GENERAL TRUST	CA ENVIRONMENTAL PROTECTION AGENCY	2472-21 ASSET FORFEITURE (MPD 20M-03005)	$ 39.23
32213	03/07/2022	PW ADMIN	AIRPORT OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$ 59.83
32213	03/07/2022	PW ADMIN	DRAINAGE	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$ 179.50
32213	03/07/2022	PW ADMIN	FLEET MAINT	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$ 89.75
32213	03/07/2022	PW ADMIN	SEWER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$ 89.75
32213	03/07/2022	PW ADMIN	WATER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$ 179.50
32213	03/07/2022	PW ADMIN	WWTP	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$ 89.75
32214	03/07/2022	WATER	WATER QUALITY	CORE & MAIN LP	SAMPLE STATION COVERS	$ 1,941.26
32215	03/07/2022	CITY ADMIN	CITY CLERK	GONZALES, ALICIA	PER DIEM - TECHNICAL TRAINING FOR CLERKS	$ 613.68
32216	03/07/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 540.00
32217	03/07/2022	FINANCE	SEWER OPS	AT&T	02/22 CALNET 3 SERVICE 9391031570	$ 210.49
32217	03/07/2022	FINANCE	PD OPS	AT&T	02/22 CALNET 3 SERVICE 9391020514	$ 166.16
32218	03/07/2022	FINANCE	PD OPS	AT&T	09/21 FIRSTNET SERVICE 287302965625	$ 5,339.80
32218	03/07/2022	FINANCE	PD OPS	AT&T	12/21 FIRSTNET SERVICE 287302965625	$ 5,886.76
32218	03/07/2022	FINANCE	PD OPS	AT&T	01/22 FIRSTNET SERVICE 287302965625	$ 6,020.01
32219	03/07/2022	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	01/22 BLOOD ALCOHOL ANALYSIS	$ 280.00
32220	03/07/2022	PW ADMIN	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - SIGNALS 10/21-12/21	$ 2,167.29

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32221	03/07/2022	HR	INS/RISK MGT	CHIARAMONTE, GIACHINO	REIMBURSEMENT - 2022 2ND WIND 5K	$ 23.00
32222	03/07/2022	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	$ 808.07
32223	03/07/2022	FINANCE	PD OPS	COMCAST	02/22 SERVICE 8155500320322006	$ 92.88
32224	03/07/2022	FIRE	FIRE	DEPARTMENT OF FORESTRY AND FIRE	2ND QTR ACTUAL BILLING FOR CITY CONTRACT	$ 1,295,220.22
32225	03/07/2022	PARKS	COMM& REC	DIAMOND COMMUNICATIONS	ALARM MONITORING - PAC 04/22	$ 36.00
32225	03/07/2022	PARKS	COMM& REC	DIAMOND COMMUNICATIONS	ALARM MONITORING - YC 03/22-04/22	$ 275.00
32225	03/07/2022	PW ADMIN	SEWER OPS	DIAMOND COMMUNICATIONS	03/22 TELEPHONE ANSWERING SERVICE	$ 115.00
32226	03/07/2022	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 02/15/22-02/28/22	$ 13,940.00
32227	03/07/2022	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9900549	$ 100.00
32228	03/07/2022	HR	CDBG PUBLIC SVC	MADERA CHAMBER OF COMMERCE	Q3 CDBG - CV DISTRIBUTION 2	$ 5,000.00
32230	03/07/2022	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	2472-21 ASSET FORFEITURE (MPD 20M-03005)	$ 270.00
32230	03/07/2022	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	2472-21 ASSET FORFEITURE (MPD M20-03005)	$ 392.33
32231	03/07/2022	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-220-005-000	$ 1,099.31
32232	03/07/2022	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	2472-21 ASSET FORFEITURE (MPD 20M-03005)	$ 2,550.17
32233	03/07/2022	PARKS	PARKS ADMIN	MADERA TRIBUNE	REQUEST FOR BID - LTC PARK BASEBALL FIELDS	$ 132.00
32234	03/07/2022	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 254.01
32235	03/07/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,322.98
32236	03/07/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 1,688.58
32237	03/07/2022	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3819620697-3	$ 24.64
32237	03/07/2022	FINANCE	COMM& REC	PACIFIC GAS & ELECTRIC	02/22 SERVICE 8307681856-2	$ 1,317.86
32237	03/07/2022	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	02/22 SERVICE 2000655655-7	$ 1,351.94
32237	03/07/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 6690755760-8	$ 73.68
32237	03/07/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 1619119913-8	$ 96.43
32237	03/07/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 7949615676-5	$ 19.49
32237	03/07/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 8178280304-3	$ 93.45
32237	03/07/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3642526071-2	$ 63.41
32237	03/07/2022	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 9172110863-6	$ 15,667.82
32237	03/07/2022	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 9651992016-7	$ 159.84
32238	03/07/2022	HR	INS/RISK MGT	PADILLA, RUTH	REIMBURSEMENT - 2022 2ND WIND 5K	$ 20.00
32239	03/07/2022	PD OPS	PD OPS	PECK'S PRINTERY	PARKING CITATIONS	$ 462.77
32239	03/07/2022	PD OPS	PD OPS	PECK'S PRINTERY	72 HR ASSESMENT/EVALUATION FORMS	$ 809.17
32240	03/07/2022	ENGINEERING	CDBG PUB IMPR	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	$ 282.38
32241	03/07/2022	ENGINEERING	WATER CAPITAL	ROLFE CONSTRUCTION INC.	RETENTION PAYMENT - W-40	$ 16,840.72
32242	03/07/2022	PW ADMIN	FIRE	SJVCATC-SAN JOAQ VALLEY CLEAN AIR	GENSET SERVICE	$ 290.00
32243	03/07/2022	ENGINEERING	RSTP - FED EX	SEAL RITE PAVING	TS-29 STADIUM/GARY PEDESTRIAN HYBRID BEACON	$ 10,099.87
32244	03/07/2022	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	$ 1,092.15
32245	03/07/2022	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 12/21	$ 184.00

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32246	03/07/2022	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	$ 25,912.74
32247	03/07/2022	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 64.88
32247	03/07/2022	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 152.91
32247	03/07/2022	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 76.02
32247	03/07/2022	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 50.97
32247	03/07/2022	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 51.44
32247	03/07/2022	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 152.04
32247	03/07/2022	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 50.97
32247	03/07/2022	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 38.01
32247	03/07/2022	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 0.47
32247	03/07/2022	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 101.94
32247	03/07/2022	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 13.95
32247	03/07/2022	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 3.04
32247	03/07/2022	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 0.47
32247	03/07/2022	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 8.70
32247	03/07/2022	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 142.99
32247	03/07/2022	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 38.01
32247	03/07/2022	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 112.36
32247	03/07/2022	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 45.81
32247	03/07/2022	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/22-02/10/22	$ 768.71
32248	03/07/2022	FINANCE	GENERAL TRUST	OVERPAYMENTS	2472-21 ASSET FORFEITURE (MPD 20M-03005)	$ 1,007.53
32249	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 134 S GRANADA	$ 106.13
32250	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1167 HAZELNUT	$ 92.78
32251	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 300 E YOSEMITE	$ 695.28
32252	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB OVERPAYMENT 1019 W YOSEMITE	$ 3,473.51
32253	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1801 N LAKE	$ 169.76
32254	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 165 WALLACE	$ 80.78
32255	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 3710 LOS OSOS	$ 10.88
32256	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 758 MERCED	$ 27.02
32257	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 714 AUSTIN	$ 10.69
32258	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 704 GREEN	$ 476.77
32259	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 708 GREEN	$ 512.23
32260	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 800 GREEN	$ 596.62
32261	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 808 GREEN	$ 661.41
32262	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1896 FILLMORE	$ 184.03
32263	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 717 E RUSH	$ 297.75
32264	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1534 MONTE VISTA	$ 4.70

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32265	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 120 S GRANADA	$ 24.39
32266	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 3595 MORRO ROCK	$ 27.14
32267	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 125 W LEWIS	$ 20.62
32268	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1149 LAGUNA	$ 233.27
32269	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1129 PHILIP	$ 177.94
32270	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 504 PEACH	$ 146.92
32271	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 16 SEASONS	$ 149.06
32272	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1214 LA JOLLA	$ 150.97
32273	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 2634 MARIE	$ 69.43
32274	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 443 MANZANA	$ 157.76
32275	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1500 ROBERTS	$ 45.57
32276	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1267 SAN SEBASTIAN	$ 138.37
32277	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1213 DAVIS	$ 156.18
32278	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1190 ELLIS	$ 118.73
32279	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 2656 PETITE	$ 258.21
32280	03/07/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 504 S K	$ 45.71
32281	03/09/2022	FINANCE	GENERAL TRUST	MADERA COUNTY	2472-21 ASSET FORFEITURE (MPD 20M-03005)	$ 941.60
32282	03/09/2022	FINANCE	COMM PROMO	MADERA COUNTY	LAFCO CONTRIBUTION FY 2021/2022	$ 10,686.79
32283	03/09/2022	FINANCE	GENERAL TRUST	MADERA COUNTY	ASSET FORFEITURE - FUND 97010 ACCT 206144	$ 926.62
32284	03/09/2022	ENGINEERING	WATER WELL IMP	PACIFIC GAS & ELECTRIC	WELL 37	$ 5,000.00
32285	03/14/2022	PW ADMIN	WATER OPS	THIRKETTLE CORPORATION	520M SMARTPOINT SINGLE PORT UNIT TRANSMITTERS	$ 9,462.60
32286	03/14/2022	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 276.16
32286	03/14/2022	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 3,224.32
32286	03/14/2022	PW ADMIN	COMM& REC	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 4,728.75
32286	03/14/2022	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 2,427.70
32286	03/14/2022	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 217.25
32286	03/14/2022	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 513.12
32286	03/14/2022	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 801.61
32286	03/14/2022	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 672.82
32286	03/14/2022	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 217.26
32286	03/14/2022	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 217.26
32286	03/14/2022	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 434.49
32286	03/14/2022	PW ADMIN	WATER QUALITY	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 206.73
32286	03/14/2022	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 805.05
32286	03/14/2022	PW ADMIN	TRANSIT CENTER	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 1,627.13
32286	03/14/2022	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	03/22 JANITORIAL SERVICES	$ 4,265.58
32287	03/14/2022	PD OPS	PD OPS	BIANCHI, BRANDON	REIMBURSEMENT - TUITION	$ 1,377.00

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32288	03/14/2022	PD OPS	PD OPS	HARRY D. WILSON INC.	Z-AR CLEARING DX1	$ 187.66
32289	03/14/2022	ENGINEERING	RSTP - FED EX	GHD INC.	4TH/LAKE/CENTRAL INTERSECTION IMPROVEMENTS	$ 5,157.75
32290	03/14/2022	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	$ 1,900.00
32291	03/14/2022	PD OPS	PD OPS	CV FORENSIC NURSING SPECIALISTS	VICTIM EXAM	$ 1,000.00
32292	03/14/2022	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 258.17
32292	03/14/2022	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 208.60
32292	03/14/2022	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 331.03
32292	03/14/2022	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 423.55
32292	03/14/2022	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 103.10
32292	03/14/2022	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 559.96
32292	03/14/2022	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 353.91
32292	03/14/2022	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 141.48
32292	03/14/2022	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 503.60
32292	03/14/2022	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 2.99
32292	03/14/2022	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 1,945.91
32292	03/14/2022	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 1,314.09
32292	03/14/2022	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 1,006.72
32292	03/14/2022	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 1,573.84
32292	03/14/2022	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 1,829.75
32292	03/14/2022	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 1,664.80
32292	03/14/2022	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 1,180.32
32292	03/14/2022	FINANCE	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 84.64
32292	03/14/2022	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 02/16/22-02/28/22	$ 5,668.54
32293	03/14/2022	HR	HR/RISK MGT	SALLY SWANSON ARCHITECTS, INC.	ADA CONSULTANT	$ 4,197.12
32294	03/14/2022	HR	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFIT	$ 3,750.00
32295	03/14/2022	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	$ 600.00
32296	03/14/2022	PW ADMIN	AIRPORT CAPITAL	BRANDLEY ENGINEERING INC	PROFESSIONAL ENGINEERING SERVICES	$ 1,518.75
32297	03/14/2022	PARKS	DEVELOP IMPACT	FORENSIC ANALYTICAL CONSULTING SERVICES	ENVIRONMENTAL AND ECOLOGICAL SERVICES	$ 2,357.55
32297	03/14/2022	PARKS	MEAS K - FIRE	FORENSIC ANALYTICAL CONSULTING SERVICES	ENVIRONMENTAL AND ECOLOGICAL SERVICES	$ 2,357.55
32298	03/14/2022	PD OPS	MEAS K - PD	CALIFITNESS INC	EQUIPMENT MAINTENANCE	$ 495.00
32299	03/14/2022	WWTP	WWTP	DELLAVALLE LABORATORY,INC.	PERMIT COMPLIANCE LAB	$ 4,116.00
32300	03/14/2022	FINANCE	AIRPORT OPS	AT&T	02/22 CALNET 3 SERVICE 9391026409	$ 22.99
32300	03/14/2022	FINANCE	CENTRAL ADMIN	AT&T	02/22 CALNET 3 SERVICE 9391026406	$ 20.90
32300	03/14/2022	FINANCE	FINANCE	AT&T	02/22 CALNET 3 SERVICE 9391026406	$ 20.90
32300	03/14/2022	FINANCE	HR/RISK MGT	AT&T	02/22 CALNET 3 SERVICE 9391026400	$ 22.56
32300	03/14/2022	FINANCE	PARKS	AT&T	02/22 CALNET 3 SERVICE 9391026412	$ 192.75
32300	03/14/2022	FINANCE	PARKS ADMIN	AT&T	02/22 CALNET 3 SERVICE 9391031580	$ 241.32

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32300	03/14/2022	FINANCE	SEWER OPS	AT&T	02/22 CALNET 3 SERVICE 9391026410	$ 43.44
32300	03/14/2022	FINANCE	SR CITIZEN COMM	AT&T	02/22 CALNET 3 SERVICE 9391026415	$ 62.17
32300	03/14/2022	FINANCE	WWTP	AT&T	02/22 CALNET 3 SERVICE 9391026417	$ 32.35
32300	03/14/2022	FINANCE	WWTP	AT&T	02/22 CALNET 3 SERVICE 9391026405	$ 49.00
32300	03/14/2022	FINANCE	PD OPS	AT&T	02/22 CALNET 3 SERVICE 9391026414	$ 323.53
32300	03/14/2022	PD OPS	PD OPS	AT&T	02/22 CALNET 3 SERVICE 9391064552	$ 305.72
32301	03/14/2022	FINANCE	BUILDING	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 49.08
32301	03/14/2022	FINANCE	BUILDING	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 49.10
32301	03/14/2022	FINANCE	CITY CLERK	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 88.10
32301	03/14/2022	FINANCE	CITY CLERK	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 88.14
32301	03/14/2022	FINANCE	CITY COUNCIL	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 281.68
32301	03/14/2022	FINANCE	CITY COUNCIL	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 281.68
32301	03/14/2022	FINANCE	CODE ENF	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 49.08
32301	03/14/2022	FINANCE	CODE ENF	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 49.10
32301	03/14/2022	FINANCE	COMPUTER MAINT	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 377.55
32301	03/14/2022	FINANCE	COMPUTER MAINT	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 377.71
32301	03/14/2022	FINANCE	ENGINEERING	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 176.20
32301	03/14/2022	FINANCE	ENGINEERING	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 176.28
32301	03/14/2022	FINANCE	FACILITIES MAINT	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 597.80
32301	03/14/2022	FINANCE	FACILITIES MAINT	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 598.06
32301	03/14/2022	FINANCE	FINANCE	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 142.21
32301	03/14/2022	FINANCE	FINANCE	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 142.27
32301	03/14/2022	FINANCE	FLEET MAINT	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 44.05
32301	03/14/2022	FINANCE	FLEET MAINT	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 44.07
32301	03/14/2022	FINANCE	GRANT OVERSIGHT	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 614.38
32301	03/14/2022	FINANCE	GRANT OVERSIGHT	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 49.10
32301	03/14/2022	FINANCE	HR/RISK MGT	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 49.08
32301	03/14/2022	FINANCE	HR/RISK MGT	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 49.10
32301	03/14/2022	FINANCE	PARKS	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 49.08
32301	03/14/2022	FINANCE	PARKS	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 49.10
32301	03/14/2022	FINANCE	STREETS	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 49.08
32301	03/14/2022	FINANCE	STREETS	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 49.10
32301	03/14/2022	FINANCE	WWTP	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 49.08
32301	03/14/2022	FINANCE	WWTP	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 49.10
32301	03/14/2022	FINANCE	MEAS K - PD	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 89.32
32301	03/14/2022	FINANCE	MEAS K - PD	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 89.34
32301	03/14/2022	FINANCE	CITY MANAGER	AT&T	12/21 FIRSTNET SERVICE 287302656036	$ 49.08

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32301	03/14/2022	FINANCE	CITY MANAGER	AT&T	01/22 FIRSTNET SERVICE 287302656036	$ 49.10
32302	03/14/2022	PD OPS	PD OPS	ANAYA, CHRIS	REIMBURSEMENT - TUITION	$ 1,377.00
32303	03/14/2022	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 16.84
32303	03/14/2022	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 94.56
32303	03/14/2022	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 22.08
32303	03/14/2022	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 412.20
32303	03/14/2022	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 283.85
32303	03/14/2022	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 512.26
32303	03/14/2022	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 636.58
32303	03/14/2022	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 240.66
32303	03/14/2022	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 6.32
32303	03/14/2022	FINANCE	WATER OPS	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 194.40
32303	03/14/2022	FINANCE	WATER QUALITY	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 85.84
32303	03/14/2022	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	02/22 UNIFORM SERVICES	$ 347.86
32303	03/14/2022	FINANCE	PD OPS	ARAMARK UNIFORM SERVICES	01/22 & 02/22 MATS - PD	$ 175.00
32304	03/14/2022	ENGINEERING	MEAS T - RTP	BUSH ENGINEERING, INC.	TS-17 TRAFFIC SIGNAL INTERSECTION HOWARD	$ 11,329.37
32304	03/14/2022	ENGINEERING	TRAFFIC SIGNAL	BUSH ENGINEERING, INC.	TS-17 TRAFFIC SIGNAL INTERSECTION HOWARD	$ 15,989.11
32305	03/14/2022	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	02/22 FINGERPRINTING	$ 160.00
32305	03/14/2022	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	02/22 MISCELLANEOUS SERVICES	$ 878.00
32306	03/14/2022	FINANCE	STREETS	STATE CONTROLLER'S OFFICE	ANNUAL STREET REPORT FY 21/22	$ 2,800.00
32307	03/14/2022	UB - WATER	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN SERVICES 02/22	$ 37.50
32307	03/14/2022	UB - WATER	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN SERVICES 02/22	$ 37.50
32307	03/14/2022	UB - WATER	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN SERVICES 02/22	$ 75.00
32307	03/14/2022	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 02/22	$ 189.75
32308	03/14/2022	UB - WATER	SOLID WASTE	DATAPROSE, LLC	ANNUAL CURBSIDE CLEAN UP ZONE 1	$ 3,020.70
32308	03/14/2022	UB - WATER	SOLID WASTE	DATAPROSE, LLC	ANNUAL CURBSIDE CLEAN UP ZONE 2	$ 3,212.81
32308	03/14/2022	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	02/22 BILLING	$ 2,256.52
32308	03/14/2022	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	UTILITY BILLING ENVELOPES	$ 238.15
32308	03/14/2022	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	01/22 NEWSLETTER	$ 295.79
32308	03/14/2022	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	02/22 NEWSLETTER	$ 295.79
32308	03/14/2022	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	03/22 NEWSLETTER	$ 295.79
32308	03/14/2022	UB - WATER	UB - SEWER	DATAPROSE, LLC	02/22 BILLING	$ 2,256.53
32308	03/14/2022	UB - WATER	UB - SEWER	DATAPROSE, LLC	UTILITY BILLING ENVELOPES	$ 238.15
32308	03/14/2022	UB - WATER	UB - SEWER	DATAPROSE, LLC	01/22 NEWSLETTER	$ 295.79
32308	03/14/2022	UB - WATER	UB - SEWER	DATAPROSE, LLC	02/22 NEWSLETTER	$ 295.79
32308	03/14/2022	UB - WATER	UB - SEWER	DATAPROSE, LLC	03/22 NEWSLETTER	$ 295.79
32308	03/14/2022	UB - WATER	UB - WATER	DATAPROSE, LLC	02/22 BILLING	$ 4,513.06

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32308	03/14/2022	UB - WATER	UB - WATER	DATAPROSE, LLC	UTILITY BILLING ENVELOPES	$ 476.30
32308	03/14/2022	UB - WATER	UB - WATER	DATAPROSE, LLC	01/22 NEWSLETTER	$ 591.59
32308	03/14/2022	UB - WATER	UB - WATER	DATAPROSE, LLC	02/22 NEWSLETTER	$ 591.59
32308	03/14/2022	UB - WATER	UB - WATER	DATAPROSE, LLC	03/22 NEWSLETTER	$ 591.59
32309	03/14/2022	GRANTS	PARKING DIST OPS	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE CERT - TRANSIT	$ 355.00
32309	03/14/2022	PARKS	COMM& REC	DIAMOND COMMUNICATIONS	ALARM MONITORING - FBSC 04/22-06/22	$ 213.00
32310	03/14/2022	PD OPS	PD OPS	FRESNO CITY COLLEGE	POLICE ACADEMY REGISTRATION	$ 2,817.00
32310	03/14/2022	PD OPS	PD OPS	FRESNO CITY COLLEGE	REGISTRATION - LAWS OF ARREST	$ 92.00
32310	03/14/2022	PD OPS	PD OPS	FRESNO CITY COLLEGE	REGISTRATION - POST SUPERVISOR COURSE	$ 604.00
32311	03/14/2022	WWTP	WWTP	HACH COMPANY	OX DITCH REBUILT DO PROBES	$ 14,769.20
32312	03/14/2022	PARKS	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	$ 1,551.45
32313	03/14/2022	ENGINEERING	WATER FUND	MADERA IRRIGATION DISTRICT	MEMBERSHIP DUES 2022	$ 1,250.00
32313	03/14/2022	ENGINEERING	WATER OPS	MADERA IRRIGATION DISTRICT	MEMBERSHIP DUES 2022	$ 1,250.00
32314	03/14/2022	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLIC NOTICE - REDISTRICTING	$ 234.00
32314	03/14/2022	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLIC NOTICE - ADOPT ORDINANCE	$ 208.00
32314	03/14/2022	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 984 CS	$ 409.50
32314	03/14/2022	ENGINEERING	ENGINEERING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 312.00
32314	03/14/2022	ENGINEERING	ENGINEERING	MADERA TRIBUNE	RECRUITMENT AD - CONSTRUCTION INSPECTOR I/II	$ 76.00
32314	03/14/2022	ENGINEERING	ENGINEERING	MADERA TRIBUNE	RECRUITMENT AD - CIVIL ENG SENIOR/ASSOCIATE	$ 87.40
32314	03/14/2022	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 1,261.00
32314	03/14/2022	PD OPS	PD OPS	MADERA TRIBUNE	RECRUITMENT AD - ANIMAL CONTROL OFFICER	$ 60.80
32314	03/14/2022	PD OPS	PD OPS	MADERA TRIBUNE	RECRUITMENT AD - RECORDS CLERK	$ 72.00
32315	03/14/2022	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 1,139.62
32316	03/14/2022	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 8126770647-1	$ 213.80
32316	03/14/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3499945233-6	$ 84.56
32316	03/14/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 5237156686-1	$ 34.30
32316	03/14/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 4318089701-9	$ 18.86
32316	03/14/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3352588453-3	$ 112.82
32316	03/14/2022	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	02/22 SERVICE 2173157566-4	$ 1,379.94
32317	03/14/2022	ENGINEERING	MEAS T - RTP	AVISON CONSTRUCTION INC	20/21 3R & ADA STATE PROJECT LLPSB1 5157(120)	$ 14,111.45
32317	03/14/2022	ENGINEERING	SB1 - LPP	AVISON CONSTRUCTION INC	20/21 3R & ADA STATE PROJECT LLPSB1 5157(120)	$ 14,111.45
32318	03/14/2022	PLANNING	PLANNING	QUAD-KNOPF ENGINEERING	QK PLANNING SERVICES	$ 7,889.50
32319	03/14/2022	GRANTS	GRANT OVERSIGHT	RANEY PLANNING & MANAGEMENT, INC.	CONSULTANT SERVICES	$ 4,842.50
32320	03/14/2022	WWTP	WWTP	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING CONSULTING	$ 3,679.50
32321	03/14/2022	PW ADMIN	AIRPORT OPS	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 35.00
32321	03/14/2022	PW ADMIN	CENTRAL ADMIN	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 45.00
32321	03/14/2022	PW ADMIN	COMM& REC	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 435.00

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32321	03/14/2022	PW ADMIN	ENGINEERING	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 60.00
32321	03/14/2022	PW ADMIN	FIRE	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 70.00
32321	03/14/2022	PW ADMIN	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 75.00
32321	03/14/2022	PW ADMIN	SEWER OPS	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 25.00
32321	03/14/2022	PW ADMIN	SOLID WASTE	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 25.00
32321	03/14/2022	PW ADMIN	WATER OPS	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 25.00
32321	03/14/2022	PW ADMIN	WWTP	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 45.00
32321	03/14/2022	PW ADMIN	PD OPS	TECH. MASTER PEST MANAGEMENT	03/22 PEST CONTROL SERVICES	$ 40.00
32322	03/14/2022	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 02/22	$ 392.40
32323	03/14/2022	IS	PD OPS	TYLER TECHNOLOGIES INC.	BRAZOS MAINTENANCE	$ 1,039.68
32324	03/14/2022	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 08/21-10/21	$ 1,750.00
32324	03/14/2022	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 11/21-01/22	$ 875.00
32325	03/14/2022	PARKS	AQUATICS PROGRM	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	$ 97.20
32326	03/14/2022	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	$ 3,240.00
32326	03/14/2022	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	CROWN SUBDIVISION 21-S-01 MAP/PLAN CHECK	$ 1,645.00
32327	03/14/2022	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 3,000.00
32328	03/14/2022	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 2,000.00
32329	03/14/2022	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 1,066.00
32330	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - SUNRISE ROTARY	$ 50.00
32331	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - SUNRISE ROTARY	$ 50.00
32332	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
32333	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - SUNRISE ROTARY FIELD	$ 50.00
32334	03/14/2022	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	CANCELED T-BALL REFUND	$ 120.00
32335	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
32336	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC FIELD 7	$ 50.00
32337	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - SUNRISE ROTARY	$ 50.00
32338	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
32339	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	$ 50.00
32340	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC FIELD 7	$ 50.00
32341	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
32342	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	$ 50.00
32343	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
32344	03/14/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	$ 50.00
32345	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1028 CLINTON	$ 462.39
32346	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 309 N D	$ 226.18
32347	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1500 W 5TH	$ 105.50
32348	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1144 COUNTRY CLUB	$ 345.60

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32348	03/14/2022	UB - WATER	SEWER FUND	OTP- UB REFUNDS	UB TERM REFUND 1144 COUNTRY CLUB	$ 597.77
32349	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 2637 KIMBERLY	$ 145.00
32350	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 644 PEACH	$ 48.36
32351	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 3180 HILLCREST	$ 100.59
32352	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1106 AUSTIN	$ 127.91
32353	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 602 GAMAY	$ 61.80
32354	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1028 CLINTON	$ 109.00
32355	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 416 S A	$ 404.60
32356	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 120 AMERINE	$ 136.64
32357	03/14/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1284 ALICANTE	$ 249.33
32358	03/21/2022	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	02/22 PD CAR WASHES	$ 404.00
32359	03/21/2022	FINANCE	FINANCE	ACRO SERVICE CORPORATION	TEMP SERVICES - FINANCIAL SERVICES MANAGER	$ 4,690.38
32359	03/21/2022	FINANCE	FINANCE	ACRO SERVICE CORPORATION	TEMPORARY PAYROLL SPECIALIST	$ 263.84
32359	03/21/2022	PLANNING	PLANNING	ACRO SERVICE CORPORATION	TEMP SERVICES - PLANNING	$ 11,891.20
32360	03/21/2022	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTIONS	$ 89.80
32361	03/21/2022	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	$ 1,161.65
32362	03/21/2022	PD OPS	PD OPS	HARRY D. WILSON INC.	HONDA 6604 - MOUNT REAR TIRE	$ 487.56
32363	03/21/2022	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	03/22 MONTHLY DUES	$ 520.00
32364	03/21/2022	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	$ 227.33
32365	03/21/2022	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB-MEDICAL WASTE	$ 149.80
32366	03/21/2022	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL TO CITY ATTORNEY	$ 16.41
32367	03/21/2022	CENTRAL ADMIN	CITY ATTORNEY	ABBOTT AND KINDERMANN, INC.	CONTRACTED LEGAL SERVICE	$ 10,049.70
32368	03/21/2022	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 02/01/22-02/15/22	$ 486.77
32368	03/21/2022	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 01/16/22-01/31/22	$ 555.83
32368	03/21/2022	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 02/15/22-02/28/22	$ 362.94
32368	03/21/2022	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK DIESEL	$ 4,715.80
32369	03/21/2022	PW ADMIN	WATER FUND	BACKFLOW SOLUTIONS INC	ANNUAL BSI ONLINE SUBSCRIPTION 2022	$ 247.50
32369	03/21/2022	PW ADMIN	WATER QUALITY	BACKFLOW SOLUTIONS INC	ANNUAL BSI ONLINE SUBSCRIPTION 2022	$ 247.50
32370	03/21/2022	UB - WATER	WATER FUND	JPOONI PROPERTIES LLC	UB DEPOSIT REFUND 600 W 5TH ST	$ 1,838.00
32371	03/21/2022	HR	INS/RISK MGT	ERIC PORTNOFF	MERP CLAIM PYMT DOS 06.02.21	$ 97.06
32371	03/21/2022	HR	INS/RISK MGT	ERIC PORTNOFF	MERP CLAIM PYMT DOS 06.05.21	$ 38.55
32372	03/21/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 570.00
32372	03/21/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	QUARTERLY SAMPLING	$ 1,043.00
32372	03/21/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	QUARTERLY MONITORING	$ 200.00
32373	03/21/2022	FINANCE	BUILDING	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 20.05
32373	03/21/2022	FINANCE	BUILDING	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 25.03
32373	03/21/2022	FINANCE	BUILDING	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 62.65

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32373	03/21/2022	FINANCE	CITY ATTORNEY	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 6.68
32373	03/21/2022	FINANCE	CITY ATTORNEY	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 7.14
32373	03/21/2022	FINANCE	CITY ATTORNEY	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 17.86
32373	03/21/2022	FINANCE	CITY ATTORNEY	AT&T	02/22 CALNET 3 SERVICE 9391026388	$ 44.58
32373	03/21/2022	FINANCE	CITY CLERK	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 5.01
32373	03/21/2022	FINANCE	CITY CLERK	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 7.14
32373	03/21/2022	FINANCE	CITY CLERK	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 17.86
32373	03/21/2022	FINANCE	CODE ENF	AT&T	02/22 CALNET 3 SERVICE 9391026413	$ 44.57
32373	03/21/2022	FINANCE	COMM& REC	AT&T	02/22 CALNET 3 SERVICE 9391026391	$ 254.63
32373	03/21/2022	FINANCE	COMPUTER MAINT	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 5.01
32373	03/21/2022	FINANCE	COMPUTER MAINT	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 14.30
32373	03/21/2022	FINANCE	COMPUTER MAINT	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 35.79
32373	03/21/2022	FINANCE	ENGINEERING	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 38.43
32373	03/21/2022	FINANCE	ENGINEERING	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 50.06
32373	03/21/2022	FINANCE	ENGINEERING	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 125.29
32373	03/21/2022	FINANCE	FACILITIES MAINT	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 14.74
32373	03/21/2022	FINANCE	FACILITIES MAINT	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 26.83
32373	03/21/2022	FINANCE	FINANCE	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 25.06
32373	03/21/2022	FINANCE	FINANCE	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 39.33
32373	03/21/2022	FINANCE	FINANCE	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 98.43
32373	03/21/2022	FINANCE	FLEET MAINT	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 9.82
32373	03/21/2022	FINANCE	FLEET MAINT	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 11.70
32373	03/21/2022	FINANCE	GRANT OVERSIGHT	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 14.30
32373	03/21/2022	FINANCE	GRANT OVERSIGHT	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 35.79
32373	03/21/2022	FINANCE	HR/RISK MGT	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 6.68
32373	03/21/2022	FINANCE	HR/RISK MGT	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 10.71
32373	03/21/2022	FINANCE	HR/RISK MGT	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 26.80
32373	03/21/2022	FINANCE	PLANNING	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 11.70
32373	03/21/2022	FINANCE	PLANNING	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 17.87
32373	03/21/2022	FINANCE	PLANNING	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 44.72
32373	03/21/2022	FINANCE	STREETS	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 24.58
32373	03/21/2022	FINANCE	STREETS	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 44.75
32373	03/21/2022	FINANCE	SEWER OPS	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 17.19
32373	03/21/2022	FINANCE	SEWER OPS	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 31.30
32373	03/21/2022	FINANCE	SOLID WASTE	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 19.69
32373	03/21/2022	FINANCE	SOLID WASTE	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 35.79
32373	03/21/2022	FINANCE	UB - GARBAGE	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 4.91

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32373	03/21/2022	FINANCE	UB - GARBAGE	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 6.69
32373	03/21/2022	FINANCE	UB - GARBAGE	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 11.61
32373	03/21/2022	FINANCE	UB - GARBAGE	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 29.09
32373	03/21/2022	FINANCE	UB - GARBAGE	AT&T	02/22 CALNET 3 SERVICE 9391026393	$ 10.86
32373	03/21/2022	FINANCE	UB - GARBAGE	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 8.94
32373	03/21/2022	FINANCE	UB - SEWER	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 4.91
32373	03/21/2022	FINANCE	UB - SEWER	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 6.68
32373	03/21/2022	FINANCE	UB - SEWER	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 11.62
32373	03/21/2022	FINANCE	UB - SEWER	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 29.07
32373	03/21/2022	FINANCE	UB - SEWER	AT&T	02/22 CALNET 3 SERVICE 9391026393	$ 10.86
32373	03/21/2022	FINANCE	UB - SEWER	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 8.94
32373	03/21/2022	FINANCE	UB - WATER	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 9.84
32373	03/21/2022	FINANCE	UB - WATER	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 13.37
32373	03/21/2022	FINANCE	UB - WATER	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 23.28
32373	03/21/2022	FINANCE	UB - WATER	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 58.27
32373	03/21/2022	FINANCE	UB - WATER	AT&T	02/22 CALNET 3 SERVICE 9391026393	$ 21.72
32373	03/21/2022	FINANCE	UB - WATER	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 17.92
32373	03/21/2022	FINANCE	WATER OPS	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 22.10
32373	03/21/2022	FINANCE	WATER OPS	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 40.25
32373	03/21/2022	FINANCE	WATER QUALITY	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 9.82
32373	03/21/2022	FINANCE	WATER QUALITY	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 17.92
32373	03/21/2022	FINANCE	WWTP	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 14.74
32373	03/21/2022	FINANCE	WWTP	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 26.83
32373	03/21/2022	FINANCE	CITY MANAGER	AT&T	02/22 CALNET 3 SERVICE 9391031559	$ 10.02
32373	03/21/2022	FINANCE	CITY MANAGER	AT&T	02/22 CALNET 3 SERVICE 9391031577	$ 7.14
32373	03/21/2022	FINANCE	CITY MANAGER	AT&T	02/22 CALNET 3 SERVICE 9391026390	$ 17.86
32373	03/21/2022	FINANCE	PURCHASING	AT&T	02/22 CALNET 3 SERVICE 9391031564	$ 14.74
32373	03/21/2022	FINANCE	PURCHASING	AT&T	02/22 CALNET 3 SERVICE 9391026394	$ 44.75
32373	03/21/2022	FINANCE	PD OPS	AT&T	02/22 CALNET 3 SERVICE 9391026411	$ 169.09
32373	03/21/2022	FINANCE	PD OPS	AT&T	02/22 CALNET 3 SERVICE 9391031561	$ 167.08
32373	03/21/2022	FINANCE	PD OPS	AT&T	02/22 CALNET 3 SERVICE 9391031579	$ 237.85
32373	03/21/2022	PD OPS	PD OPS	AT&T	02/22 CALNET 3 SERVICE 9391031566	$ 167.08
32373	03/21/2022	PD OPS	PD OPS	AT&T	02/22 CALNET 3 SERVICE 9391031578	$ 177.09
32374	03/21/2022	FINANCE	AQUATICS PROGRM	AT&T	02/22 CALNET 3 SERVICE 9391026397	$ 20.89
32374	03/21/2022	FINANCE	BUILDING	AT&T	02/22 CALNET 3 SERVICE 9391026407	$ 22.56
32374	03/21/2022	FINANCE	FIRE	AT&T	02/22 CALNET 3 SERVICE 9391026402	$ 22.56
32374	03/21/2022	FINANCE	SR CITIZEN COMM	AT&T	02/22 CALNET 3 SERVICE 9391026389	$ 22.56

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32374	03/21/2022	FINANCE	SR CITIZEN COMM	AT&T	02/22 CALNET 3 SERVICE 9391026395	$ 22.56
32374	03/21/2022	FINANCE	UB - GARBAGE	AT&T	02/22 CALNET 3 SERVICE 9391026392	$ 5.66
32374	03/21/2022	FINANCE	UB - SEWER	AT&T	02/22 CALNET 3 SERVICE 9391026392	$ 5.67
32374	03/21/2022	FINANCE	UB - WATER	AT&T	02/22 CALNET 3 SERVICE 9391026392	$ 11.34
32375	03/21/2022	FINANCE	BUILDING	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 49.10
32375	03/21/2022	FINANCE	CITY CLERK	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 88.14
32375	03/21/2022	FINANCE	CITY COUNCIL	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 281.68
32375	03/21/2022	FINANCE	CODE ENF	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 49.10
32375	03/21/2022	FINANCE	COMPUTER MAINT	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 377.71
32375	03/21/2022	FINANCE	ENGINEERING	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 491.14
32375	03/21/2022	FINANCE	FACILITIES MAINT	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 598.06
32375	03/21/2022	FINANCE	FINANCE	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 142.27
32375	03/21/2022	FINANCE	FLEET MAINT	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 44.07
32375	03/21/2022	FINANCE	GRANT OVERSIGHT	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 49.10
32375	03/21/2022	FINANCE	HR/RISK MGT	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 49.10
32375	03/21/2022	FINANCE	PARKS	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 49.10
32375	03/21/2022	FINANCE	STREETS	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 49.10
32375	03/21/2022	FINANCE	WWTP	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 49.10
32375	03/21/2022	FINANCE	MEAS K - PD	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 89.34
32375	03/21/2022	FINANCE	CITY MANAGER	AT&T	02/22 FIRSTNET SERVICE 287302656036	$ 49.10
32375	03/21/2022	FINANCE	PD OPS	AT&T	02/22 FIRSTNET SVS 287300735068	$ 40.24
32375	03/21/2022	FINANCE	PD OPS	AT&T	02/22 FIRSTNET SERVICE 287302965625	$ 4,892.61
32376	03/21/2022	GRANTS	CDBG PUBLIC SVC	BIG BROTHERS BIG SISTERS	CDBG 21/22 - DEC 21 INVOICE	$ 1,270.12
32377	03/21/2022	HR	GENERAL FUND	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 04/22-06/22	$ 621.00
32378	03/21/2022	HR	GENERAL FUND	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL 04/22-06/22	$ 320.40
32378	03/21/2022	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL 04/22-06/22	$ 160.20
32379	03/21/2022	FACILITIES	COMPUTER MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC UNIT FOR PD SERVER ROOM	$ 5,682.00
32379	03/21/2022	FACILITIES	FACILITIES MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC UNIT FOR PD SERVER ROOM	$ 5,682.00
32379	03/21/2022	FACILITIES	PD OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC UNIT FOR PD SERVER ROOM	$ 6,000.00
32380	03/21/2022	SEWER OPS	SEWER OPS	CWEA	CWEA ASSOCIATION MEMBERSHIP - E. BROOKS	$ 192.00
32381	03/21/2022	HR	AIRPORT OPS	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 15,836.04
32381	03/21/2022	HR	CENTRAL ADMIN	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 68,767.44
32381	03/21/2022	HR	FIRE	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 4,555.57
32381	03/21/2022	HR	FLEET MAINT	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 5,857.16
32381	03/21/2022	HR	INS/RISK MGT	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ (4,144.00)
32381	03/21/2022	HR	INTERMODAL BLDG	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 433.86
32381	03/21/2022	HR	PARKS	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 216.93

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32381	03/21/2022	HR	PAYROLL TRUST	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 340,435.00
32381	03/21/2022	HR	STREETS	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 1,301.59
32381	03/21/2022	HR	SEWER OPS	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 5,857.16
32381	03/21/2022	HR	SOLID WASTE	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 3,904.79
32381	03/21/2022	HR	STREET CLEANING	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 1,084.66
32381	03/21/2022	HR	WATER OPS	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 32,105.94
32381	03/21/2022	HR	WWTP	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 64,211.87
32381	03/21/2022	HR	PD OPS	CSJVRMA	4TH QUARTER DEPOSIT FY 21/22	$ 12,798.99
32382	03/21/2022	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	$ 808.07
32383	03/21/2022	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 02/22	$ 63.73
32383	03/21/2022	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 02/22	$ 18.86
32383	03/21/2022	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 02/22	$ 18.92
32383	03/21/2022	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 02/22	$ 135.45
32383	03/21/2022	FINANCE	COMM& REC	COMCAST	CITY INTERNET CONNECTION 02/22	$ 90.62
32383	03/21/2022	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 02/22	$ 36.86
32383	03/21/2022	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 02/22	$ 126.49
32383	03/21/2022	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 02/22	$ 27.87
32383	03/21/2022	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 02/22	$ 99.59
32383	03/21/2022	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 02/22	$ 18.92
32383	03/21/2022	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 02/22	$ 36.86
32383	03/21/2022	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 02/22	$ 36.86
32383	03/21/2022	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 02/22	$ 45.79
32383	03/21/2022	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 02/22	$ 36.83
32383	03/21/2022	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 02/22	$ 45.48
32383	03/21/2022	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 02/22	$ 45.80
32383	03/21/2022	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 02/22	$ 54.77
32383	03/21/2022	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 02/22	$ 32.34
32383	03/21/2022	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 02/22	$ 36.83
32383	03/21/2022	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 02/22	$ 36.83
32383	03/21/2022	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 02/22	$ 30.11
32383	03/21/2022	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 02/22	$ 30.11
32383	03/21/2022	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 02/22	$ 59.25
32383	03/21/2022	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 02/22	$ 41.31
32383	03/21/2022	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 02/22	$ 18.92
32383	03/21/2022	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 02/22	$ 27.87
32383	03/21/2022	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 02/22	$ 18.86
32383	03/21/2022	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 02/22	$ 27.87

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32384	03/21/2022	FINANCE	PD OPS	COMCAST	02/22 SVS 8155500320092096	$ 160.91
32385	03/21/2022	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG 21/22 NOVEMBER 2021	$ 524.01
32386	03/21/2022	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	ALARM MONITORING - ENG/RDA 04/22-06/22	$ 180.00
32386	03/21/2022	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	ALARM MONITORING - ENG/RDA 01/22-03/22	$ 180.00
32387	03/21/2022	ENGINEERING	ENGINEERING	FEDERAL EXPRESS	EXPRESS SHIPPING	$ 43.93
32388	03/21/2022	FLEET MAINT	FLEET MAINT	FOLSOM LAKE FORD	NEW 2022 FORD INTERCEPTOR UTILITY	$ 368.04
32388	03/21/2022	FLEET	FLEET ACQUISITION	FOLSOM LAKE FORD	NEW 2022 FORD INTERCEPTOR UTILITY	$ 92.01
32389	03/21/2022	CITY ADMIN	FACILITIES MAINT	FOSS, DAN	PER DIEM - PW OFFICER'S INSTITUTE	$ 145.00
32390	03/21/2022	PD OPS	CODE ENF	FRESNO CITY COLLEGE	REGISTRATION - LAWS OF ARREST	$ 92.00
32391	03/21/2022	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	03/22 POWER SWEEPING	$ 344.50
32391	03/21/2022	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	03/22 POWER SWEEPING	$ 344.50
32392	03/21/2022	WWTP	WWTP	HACH COMPANY	DO PROBES	$ 9,027.60
32393	03/21/2022	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	PROFESSIONAL SERVICES	$ 7,285.00
32394	03/21/2022	FINANCE	PAYROLL TRUST	M A C E A	03/22 MONTHLY DUES	$ 1,787.50
32395	03/21/2022	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE	$ 200.00
32395	03/21/2022	GRANTS	INTERMODAL BLDG	CITY OF MADERA	03/22 UTILITY SERVICE 3040421	$ 64.51
32395	03/21/2022	GRANTS	INTERMODAL BLDG	CITY OF MADERA	03/22 UTILITY SERVICE 3040431	$ 85.13
32395	03/21/2022	GRANTS	INTERMODAL BLDG	CITY OF MADERA	03/22 UTILITY SERVICE 3040441	$ 47.82
32396	03/21/2022	FINANCE	PAYROLL TRUST	M.C.E.A.	03/22 MONTHLY DUES	$ 300.00
32397	03/21/2022	FINANCE	PD OPS	MADERA COUNTY TREASURER	01/22 COUNTY'S PORTION OF PARKING PENALTIES PAID	$ 526.50
32398	03/21/2022	GRANTS	REVOLVING LOAN	MADERA COUNTY E D C	CDBG 21-22 JAN INVOICE 22	$ 1,072.51
32399	03/21/2022	FINANCE	COMM PROMO	MADERA DOWNTOWN ASSOC.	CROW ABATEMENT PROGRAM	$ 15,000.00
32400	03/21/2022	FINANCE	PAYROLL TRUST	M P O A	03/22 MONTHLY DUES	$ 6,635.44
32401	03/21/2022	GRANTS	CDBG PUBLIC SVC	MADERA RESCUE MISSION, INC.	CDBG 21-22 DEC INVOICE 21	$ 1,543.51
32401	03/21/2022	GRANTS	CDBG PUBLIC SVC	MADERA RESCUE MISSION, INC.	CDBG 21-22 FEB INVOICE 22	$ 1,747.73
32402	03/21/2022	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 986 CS	$ 721.50
32402	03/21/2022	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 985	$ 2,010.00
32402	03/21/2022	PW ADMIN	AIRPORT OPS	MADERA TRIBUNE	REQUEST FOR BID - AIRPORT DRAINAGE	$ 2,350.00
32403	03/21/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 02/22	$ 617.61
32403	03/21/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 02/22	$ 617.60
32404	03/21/2022	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 444.37
32405	03/21/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 1,978.24
32406	03/21/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,336.98
32407	03/21/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 901.68
32408	03/21/2022	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 1,004.45
32408	03/21/2022	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 1,387.28
32408	03/21/2022	FINANCE	COMM& REC	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 1,981.40

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32408	03/21/2022	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 1,784.64
32408	03/21/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 25,487.64
32408	03/21/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 1598348280-1	$ 66.00
32408	03/21/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 5225647713-5	$ 14.78
32408	03/21/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 5207933925-6	$ 74.86
32408	03/21/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/22 SERVICE 9787342989-4	$ 122.32
32408	03/21/2022	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 1,206.61
32408	03/21/2022	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 1,262.11
32408	03/21/2022	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 227.21
32408	03/21/2022	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 1,479.28
32408	03/21/2022	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 8675479583-8	$ 44.37
32408	03/21/2022	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 2,299.15
32408	03/21/2022	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 258.82
32408	03/21/2022	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 46.08
32408	03/21/2022	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 66,236.84
32408	03/21/2022	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 112.21
32408	03/21/2022	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 11.34
32408	03/21/2022	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 31.92
32408	03/21/2022	FINANCE	ZONE 20B	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 12.29
32408	03/21/2022	FINANCE	ZONE 27B	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 11.46
32408	03/21/2022	FINANCE	ZONE 2	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 55.94
32408	03/21/2022	FINANCE	ZONE 3	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 42.92
32408	03/21/2022	FINANCE	ZONE 31B	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 31.92
32408	03/21/2022	FINANCE	ZONE 4	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 11.55
32408	03/21/2022	FINANCE	ZONE 6A	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 65.05
32408	03/21/2022	FINANCE	ZONE 29C	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 11.62
32408	03/21/2022	FINANCE	ZONE 8	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 67.04
32408	03/21/2022	FINANCE	ZONE 16	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 23.72
32408	03/21/2022	FINANCE	ZONE 13	PACIFIC GAS & ELECTRIC	02/22 SERVICE 3533032414-2	$ 108.56
32408	03/21/2022	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	02/22 SERVICE 6948316261-1	$ 45.97
32408	03/21/2022	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 1715785853-5	$ 899.01
32409	03/21/2022	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	01/22 CITATIONS	$ 346.79
32410	03/21/2022	PW ADMIN	FACILITIES MAINT	PLATT ELECTRIC SUPPLY, INC.	SOLAR STREET LIGHTS	$ 2,336.85
32411	03/21/2022	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	$ 7,519.05
32412	03/21/2022	PW ADMIN	WATER OPS	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	$ 4,848.43
32413	03/21/2022	HR	WATER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE RX 04/22-06/22	$ 183.00
32413	03/21/2022	HR	WATER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL 04/22-06/22	$ 366.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32413	03/21/2022	HR	SEWER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE RX 04/22-06/22	$ 183.00
32413	03/21/2022	HR	SEWER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL 04/22-06/22	$ 366.00
32414	03/21/2022	PW ADMIN	FACILITIES MAINT	SCROGGINS, COLE	PER DIEM - PW OFFICER'S INSTITUTE	$ 145.00
32415	03/21/2022	PD OPS	PD OPS	SETCOM CORPORATION	MOTORCYCLE CABLE KIT	$ 323.95
32416	03/21/2022	WWTP	WWTP	SPARKLETTS	LAB & DRINKING WATER	$ 170.98
32417	03/21/2022	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	LAPTOPS	$ 27,699.71
32417	03/21/2022	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	NETMOTION SOFTWARE REMEWAL	$ 2,960.44
32418	03/21/2022	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	$ 480.11
32419	03/21/2022	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	$ 4,575.54
32420	03/21/2022	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 211.29
32420	03/21/2022	FINANCE	AQUATICS PROGRM	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 81.11
32420	03/21/2022	FINANCE	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 4,266.65
32420	03/21/2022	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 28.40
32420	03/21/2022	FINANCE	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,500.00
32420	03/21/2022	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 349.27
32420	03/21/2022	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,112.18
32420	03/21/2022	FINANCE	COMM& REC	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,758.81
32420	03/21/2022	FINANCE	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 714.61
32420	03/21/2022	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 5,716.88
32420	03/21/2022	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 3,439.06
32420	03/21/2022	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 2,024.99
32420	03/21/2022	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 9,551.01
32420	03/21/2022	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,189.32
32420	03/21/2022	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 6,019.13
32420	03/21/2022	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 16,691.98
32420	03/21/2022	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 7,517.32
32420	03/21/2022	FINANCE	GENERAL TRUST	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,564.29
32420	03/21/2022	FINANCE	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,648.04
32420	03/21/2022	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 922.08
32420	03/21/2022	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 660.00
32420	03/21/2022	FINANCE	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 330.43
32420	03/21/2022	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 5,561.75
32420	03/21/2022	FINANCE	PARKING DIST OPS	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,581.63
32420	03/21/2022	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 10,120.93
32420	03/21/2022	FINANCE	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 62.68
32420	03/21/2022	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 259.05
32420	03/21/2022	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 7,229.15

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32420	03/21/2022	FINANCE	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 2,102.25
32420	03/21/2022	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 2,239.01
32420	03/21/2022	FINANCE	SPORTS PROGRAMS	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 42.38
32420	03/21/2022	FINANCE	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 62.68
32420	03/21/2022	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 6,584.20
32420	03/21/2022	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,152.92
32420	03/21/2022	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,822.28
32420	03/21/2022	FINANCE	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 16.17
32420	03/21/2022	FINANCE	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 16.17
32420	03/21/2022	FINANCE	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 15,770.64
32420	03/21/2022	FINANCE	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 857.02
32420	03/21/2022	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 8,987.68
32420	03/21/2022	FINANCE	CITY MANAGER	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 15.00
32420	03/21/2022	FINANCE	FLEET ACQUISITION	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 789.13
32420	03/21/2022	FINANCE	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 1,867.42
32420	03/21/2022	FINANCE	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 13,276.84
32420	03/21/2022	FINANCE	SB1	US BANK CORPORATE PAYMENT SYSTEMS	02/22 CAL-CARD CHARGES	$ 434.54
32421	03/21/2022	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	$ 26,456.68
32422	03/21/2022	PW ADMIN	AIRPORT OPS	WEST COAST ARBORISTS, INC.	TREE REMOVAL	$ 2,550.00
32423	03/21/2022	ENGINEERING	SEWER SE QUAD	YAMABE & HORN ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	$ 12,364.43
32424	03/21/2022	BUILDING	BUILDING	BLDING/PLAN REFNDS	REFUND OVERPAYMENT	$ 339.65
32425	03/21/2022	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	$ 50.00
32425	03/21/2022	FINANCE	GENERAL FUND	BL REFUNDS	BUSINESS LICENSE REFUND	$ 44.00
32426	03/21/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 526 N PINE	$ 31.71
32427	03/21/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 712 S D	$ 132.87
32428	03/21/2022	FINANCE	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923623-512417	$ 155.85
32429	03/21/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 320 WILSON	$ 42.89
32430	03/21/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1016 E YOSEMITE	$ 1,169.92
32431	03/21/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB OVERPAYMENT REFUND 927 DAULTON	$ 114.55
32432	03/21/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 2977 GAMAY	$ 110.27
32433	03/21/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 97 ROSEWOOD	$ 96.99
32434	03/21/2022	FINANCE	WATER FUND	OTP- UB REFUNDS	UNUSED FUNDS - DFA ARREARAGES PROGRAM	$ 162,580.90
32435	03/21/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 912 E RIVERSIDE	$ 14.01
52	03/11/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 03/01/22	$ 205.06
52	03/11/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PARTICIPANT FEE - FEB 2022	$ 96.00
52	03/11/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 03/08/22	$ 30.00
52	03/11/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 03/11/22	$ 1,322.40

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
53	03/16/2022	HR	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	MARCH BENEFIT PREMIUMS	$ 848.00
53	03/16/2022	HR	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	MARCH BENEFIT PREMIUMS	$ 333,543.36
53	03/16/2022	HR	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	MARCH BENEFIT PREMIUMS	$ 848.00
54	03/16/2022	FINANCE	WWTP BOND ADMN	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND APR 1 PMT	$ 234,434.18
55	03/25/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 03/25/22	$ 208.33
			BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL			**$ 3,535,962.32**

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

SUMMARY:

The purpose of this report is to provide Council with an informational update regarding expenditures for contract City Attorney services, as well as specialized legal representation in various matters of litigation.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City's in-house City Attorney. This report captures invoices received and paid since July 1, 2021.

If there is any additional information Council desires to see in future iterations of this report, please advise and staff will make the requested change.

Firm: Colantuono, Highsmith & Whatley, PC (Litigation)

Matter	**Charges**
	July 2021 – February 2022
Pending Litigation	$16,111.06
Total	$16,111.06

Firm: Montoy Law Corporation (City Attorney Services and Litigation)

Matter	Charges July 2021 – February 2022
City Attorney Services	
General Legal Review/Advice	$4,888.00
City Clerk	$16,144.50
Attendance at Council Meetings & Advice on Same	$20,069.00
City Council Requests for Information/Research	$0.00
City Manager	$1,762.50
Review and Advice on Agreements	$32,089.25
Public Records Act Matters	$0.00
Real Estate Transactions	$0.00
Planning	$45,190.50
Planning Commission	1,104.50
Finance	$5,593.00
Successor Agency	$951.75
Public Works/Engineering	$13,630.00
Grand Jury	$0.00
Personnel/Payroll	$1,762.50
Municipal Code Enforcement/Updates	$164.50
Police Department - General	$423.00
Ordinances	$8,577.50
Total City Attorney Services	$152,350.50
Litigation Services	
Total Litigation Services	$35,997.67
Discounted Hours	1,720.50
Total City Attorney and Litigation Services	$182,627.67

FINANCIAL IMPACT:

From July 1, 2021, to February 2022, expenditures for invoices related to legal fees total $202,738.73. This represents expenditures for specific City Attorney services, as well as specialized legal representation in various matters of litigation. All invoices received are summarized per the following table.

Legal Invoices FY 2020/2021	
City Attorney Services	
Montoy Law Corporation	$152,350.50
Litigation Services	
Colantuono, Highsmith & Whatley, PC	$16,111.06
Montoy Law Corporation	$35,997.67
Litigation Services Total	$52,108.73
Total Discounted Hours	$1,720.50
Total City Attorney and Litigation Services, July 21 – Jan 22	$202,738.73

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Dan Foss, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: B-4

SUBJECT:

Agreement with Prudential Overall Supply for uniform rental and laundry services

RECOMMENDATION:

Adopt a resolution approving an agreement for Prudential Overall Supply to provide uniform rental and laundry services to the City

SUMMARY:

The City issued notifications regarding Request for Proposal (RFP) to provide uniform rental and laundry services in December 2021. These notifications were sent to interested vendors in the area.

Five bids were received; however, two were found to be non-responsive. An evaluation was facilitated by a review committee and it is recommended Prudential Overall Supply be selected.

DISCUSSION:

The previous service agreement for uniform rental and laundry services with Aramark Uniform Services issued in 2016 has expired. The uniform rental and laundry services are provided for departments where City staff work in the field throughout the city. Also included in this agreement is rental of mats and dust mops that are placed and serviced on a weekly basis at various city facilities.

A competitive RFP to provide uniform rental and laundry services was released on December 22, 2021, through January 28, 2022. The RFP was advertised in the Madera Tribune, posted on the City Website, and notification of the RFP was emailed to a list of five prospective bidders. Five bids were received, two were found to be non-responsive for failure to include all items requested in the proposal. An evaluation by a review committee was conducted of the three responsive and responsible bids, which included bids from:

- Cintas Corporation
- Prudential Overall Supply
- Mission Linen Supply

Evaluation scores were computed based on a weighted formula. The evaluation criteria and their respective weights are included Table 1:

Table 1: *Evaluation Criteria and Maximum Evaluation Score*	
Criteria	*Max. Evaluation Score*
Completeness of Response	Pass/Fail
Qualifications & Experience of Firm	20
References	40
Fee Schedule	40
Subtotal	**100**

Based on the review committee's scoring, the team is recommending that Prudential Overall Supply be selected. Table 2 summarizes the scoring for the three bids.

Table 2: *Vendor Evaluation Scores*	
Firm	*Evaluation Score*
Cintas Corporation	428
Prudential Overall Supply	444
Mission Linen Supply	392

Staff is recommending that the initial term be for 2 years with an option to extend the agreement for 3 additional years. All prices are to remain firm for the initial two years.

It is noted that various City personnel are issued uniforms. Personnel from Public Works, Fleet, and Parks are issued attire which are distributed based on need and safety standards.

Due to a variety of reasons, the City's rate to provide uniforms is expected to increase in comparison to current rates. This may partially be attributed to the previous contract with Aramark being implemented in 2016 and the prices had not been adjusted throughout their agreement term. Table 3 provides a summary of the current and proposed contracts.

In it also noted that the number of employees may fluctuate depending on the season and employees.

Table 3: *Cost Comparison Breakdown*				
	Aramark (Current Contract)	*Prudential Overall Supply*	*Increase from current rate*	*# of employees*
1. Uniform Services: Weekly Cost				
a. 5 shirts & 5 pants including name tags on shirts	$3.35	$4.35	$1.00	67
b. 5 dress shirts and 5 pants	$3.45	$6.30	$2.85	5
c. 5 polo shirts and 5 pants	$4.35	$6.94	$2.59	4
d. 5 fire rated shirts and 5 fire rated pants Class HRC2 Arc Rating - ATPV 8.0 cal/cm2 (min)	$8.25	$20.61	$12.36	4
e. 3 coveralls	$0.65	$1.54	$0.89	15
2. Uniform Services: Per employee				
a. Replacement cost for shirts which are lost or damaged by employee	$8.00	$17.72	$9.72	
Industrial	$8.00	$17.72	$9.72	
b. Replacement cost for pants which are lost or damaged by employee	$8.00	$17.72	$9.72	
Pants (Industrial)	$9.50	$21.21	$11.71	
Exchange Shirts (different size)	$1.00	$2	$1.00	
Exchange Pants (different size)	$1.00	$2	$1.00	
3. Door Mats and Dust Mops: Weekly cost per item				
a. Floor mat: 3' x 4' (each)	$1.50	$2.50	$1.00	
b. Floor mat: 4' x 6' (each)	$2.50	$4.00	$1.50	
c. Floor mat: 3' x 10' (each)	$3.25	$5.00	$1.75	
d. Floor Mat: 3' x 5' (each)	$1.00	$1.50	$0.50	
e. Dust mop: 24" (each)	$0.50	$1.20	$0.70	
f. Dust mop: 6" (each)	$0.50	$1.50	$1.00	

FINANCIAL IMPACT:

This agreement is for a fixed dollar amount for each item furnished to the City with no built-in increases over the two year term. This agreement will be financed by money set aside for this purpose in the individual departmental budgets.

Historically, the price has varied greatly from month to month depending on usage. However, the monthly average bill was approximately $3,800. With the new contract, it is projected that monthly average will increase roughly $600, with an annual increase of $7,000 to $9,000. This will vary greatly depending on usage and number of employees.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

These services are not addressed in the Vision and Action Plan, nor is it in conflict with the Plan.

ALTERNATIVES:

Potential Council alternatives include not approving the proposed agreement and directing staff to find alternative means for uniforms for our employees, which may result in lack of uniformity amongst staff.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1 – Uniform and Laundry Services Agreement
        i. Exhibit A – Scope of Services
        ii. Exhibit B – Cost Breakdown
        iii. Exhibit C – Insurance Requirements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH PRUDENTIAL OVERALL SUPPLY FOR UNIFORM RENTAL AND LAUNDRY SERVICES

WHEREAS, the City has a need to secure uniform rental and laundry services from a qualified professional; and

WHEREAS, the City of Madera (City) issued a Request for Proposals (RFP) for uniform rental and laundry services; and

WHEREAS, the City received five bids, yet two were found to be non-responsive for failure to include all items requested in the RFP; and

WHEREAS, Prudential Overall Supply, has been identified as a firm having the necessary experience and qualifications to provide services under this uniform rental and laundry services Agreement; and

WHEREAS, an agreement has been prepared between the City of Madera and Prudential Overall Supply, for uniform rental and laundry services that is in the best interests of both parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Agreement with Prudential Overall Supply, which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * * * * * * *

Exhibit 1

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND PRUDENTIAL OVERALL SUPPLY

This Professional Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and PRUDENTIAL OVERALL SUPPLY ("Service Provider"). This Agreement shallbe effective on the date signed by City which shall occur after execution by Service Provider.

RECITALS

A. City has sought, by a Request for Proposals, to select a Service Provider to provide Uniform Rental and Laundry Services.

B. Service Provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a Service Provider and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Service Provider to perform the requested Services on the basis of Service Provider's demonstrated competence and professional qualifications.

D. City desires to retain Service Provider, and Service Provider desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Service Provider agree as follows:

AGREEMENT

1. Scope of Services. Service Provider shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

Commencement of Services; Term of Agreement. Service Provider shall commence the Services upon City's issuance of a written "Notice to Proceed." This Agreement shall be effective on April 06, 2022, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through April 05, 2024, unless otherwise terminated earlier by one of the parties pursuant to Section 16 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed three (3) additional years,

by providing such notice to the parties as identified in Section 21 of this Agreement.

(a) Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors assigned to perform the Services under this Agreement. Service Provider shall notify City of any changes in Service Provider's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which ae in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Service Provider shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Service Provider.

2. Compensation for Services. City shall compensate Service Provider for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference.

(b) Each month Service Provider shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-Service Provider contracts.

(c) City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Service Provider of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Payment to Service Provider for work performed under this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

3. Independent Contractor Status. Service Provider and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship

between City and Service Provider's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Service Provider's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider or its agents or employees perform the services under this Agreement.

4. Qualifications, and Professional Standards. Service Provider represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement. Service Provider represents that to the extent Service Provider utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Service Provider also expressly represents that both Service Provider and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Service Provider and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

5. Identity of Subcontractors and Sub-Consultants. Service Provider shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Service Provider intends to utilize in Service Provider's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Service Provider shall only employ subcontractors pre-approved by City and in no event shall Service Provider replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Service Provider shall be liable to City for the performance of Service Provider's subcontractors.

6. Subcontractor Provisions. Service Provider shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Service Provider owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Service Provider; and (c) compliance with all laws and certifications as required under this Agreement.

7. Power to Act on Behalf of City. Service Provider shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

8. Record Keeping; Reports. Service Provider shall keep complete records showing the type of Services performed. Service Provider shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Service Provider and its subcontractors for inspection and audit purposes. Service Provider shall provide City with a working draft of all reports and a copy of all final reports prepared by Service Provider under this Agreement.

9. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Service Provider or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Service Provider shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Service Provider shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

10. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Service Provider in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Service Provider shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Service Provider shall also require its subcontractors to be bound to these confidentiality provisions.

11. City Name and Logo. Service Provider shall not use City's name or insignia, photographs relating to the City projects for which Service Provider's services are rendered, or any publicity pertaining to the Service Provider's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

Conflicts of Interest. Service Provider warrants that neither Service Provider nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Service Provider's performance of services under this Agreement. Service Provider covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Service Provider shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services

for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

12. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Service Provider, or any successors in interest, in the event of a default or breach by City for any amount which may become due Service Provider or its successor, or for any breach of any obligation under the terms of this Agreement.

13. City Right to Employ Other Service Providers. This Agreement is non-exclusive with Service Provider. City reserves the right to employ other Service Providers in connection with the Services.

14. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Service Provider.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifyingthe effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Service Provider Upon Termination. In the event termination is not due to fault attributable to Service Provider and provided all other conditions for payment have been met, Service Provider shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Service Provider's compensation has not become due, Service Provider shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Service Provider's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of

this Agreement), Service Provider shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Service Provider in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Service Provider. Service Provider may not refuse to provide such writings or materials for any reason whatsoever.

15. Insurance. Service Provider shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Service Provider shall provide City with copies of required certificates of insurance upon request.

16. Indemnity and Defense. Service Provider shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Service Provider's performance of its obligations under this agreement or out of the operations conducted by Service Provider, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Service Provider's performance of this agreement, the Service Provider shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

17. Compliance with All Laws. Service Provider shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Service Provider without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Service Provider shall not assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Service Provider directly to Service Provider.

19. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Linda McPherson Public Works
1030 S Gateway Dr Madera, CA 93637
Email: lmcpherson@madera.gov

To Service Provider: Scott Hyberg
Prudential Overall Supply 1260 E. North Ave Fresno, CA 93725
Email: ScottH@prudentialuniforms.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

20. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Service Provider, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Service Provider.

21. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

22. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

23. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

24. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Service Provider in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

25. Attorney's Fees. If either party is required to commence any proceeding or legal action

to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

26. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

29. Non-Discrimination. Service Provider shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Service Provider employees or applicants for employment. Service Provider shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement on the date(s) set forth below.

CITY OF MADERA

By:_____
Santos Garcia, Mayor

Date:_____

Prudential Overall Supply

By:_____
Scott Hyberg, Corporate Sales Representative

Date: _____

ATTEST:

_____
Alicia Gonzales, City Clerk

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

EXHIBIT A SCOPE OF SERVICES

A. Clothing

1. New garments to be provided at the beginning of this contract and each two-year period thereafter.
2. Eleven (11) shirts and eleven (11) pants should be inventoried for each employee. This includes a "swing" suit for exchange day.
3. Number of changes per week; five (5) shirts and five (5) pants.
4. Shirts - Executive type dress shirt.
5. Shirts - 65% Dacron, 35% cotton.
6. Shirts – Polo
7. Shirts – Fire Rated; Class – HRC2
   Arc Rating – ATPV 8.0 cal/cm2 (minimum) to be replaced new annually.
8. Pants - 65% Dacron, 35% cotton; western or regular cut.
9. Pants – Fire Rated; Class – HRC2
   Arc Rating – ATPV 8.0 cal/cm2 (minimum) to be replaced new annually.
10. Coveralls.
11. Color - A variety of colors to be specified and/or confirmed at time of fitting. The only requirement is that some employees must be clothed in "safety orange" shirts.
12. Clothing to be delivered each week to the various departments, on hangers and sorted by employee.

B. Emblems and Name Tags

1. City will supply emblems.
2. City will maintain possession of excess emblems until needed for new employees.
3. Vendor to provide name tags on garments for each employee. Name tag specifications shall be silk screened with a merrow stitched border.
4. If clothing is exchanged for any reason, vendor will transfer old emblems and name tags to new garments.

C. Fitting

1. Each person must be individually measured and fitted prior to first delivery of garments. During the first two weeks of service, vendor shall make necessary adjustments and provide necessary replacements at no additional cost.

D. Inventory Control

1. The vendor will be required to furnish a complete listing of garments delivered each week by department and detailed by individual. Any garments lost by vendor shall be replaced at no additional cost.

E. Service Tag System

1. A tag system must be provided so that employees can call attention to needed repairs, etc.

F. Replacement of Garments

1. Vendor must maintain clothing in a good, serviceable condition throughout the term of the service agreement. Garments in a badly worn, frayed, or torn condition from normal use shall be replaced at the next regular delivery date. Routine small repairs will be acceptable so long as the image of the employee and City are not below standard.
2. City will be responsible for lost and damaged garments by the employee.
3. There is no provision for the employee to change between short and long sleeves throughout the year.

G. Door Mats and Dust Mops

1. Vendor shall provide door mats and dust mops in the following sizes:

Mats	Dust Mops
3’ X 4’	24”
4’ X 6’	36”
3’ X 10’	
3' X 5' (scraper)	

H. Additions and Deletions

1. The number of garments or other rental items may be increased or decreased from time to time. Notification will be given to the vendor when changes are necessary. In any case, the unit prices shall remain the same as the original proposal.

I. Property of Vendor

1. All garments or other merchandise furnished under the rental agreement shall remain the property of the vendor.

J. Cancellation

1. This service agreement may be canceled by the City of Madera any time service is deemed unsatisfactory. A thirty (30) day notice will be given prior to cancellation.

II. DELIVERY LOCATIONS

Department of Public Works
1030 South Gateway Drive
Madera, CA 93637
7:00 AM – 3:00 PM
(559) 661-5466

Wastewater Treatment Plant
13048 Road 21 ½
Madera, CA 93637
7:00 AM – 5:30 PM
(559) 661-5466

Madera Municipal Airport
4020 Aviation Drive
Madera, CA 93637
7:00 AM – 3:00 PM
(559) 661-3687

Floor Mats Only:

Madera City Hall
205 West 4th Street
Madera, CA 93637
7:00 AM – 5:00 PM
(559) 661-5454

Madera Police Department
330 South C Street
Madera, CA 93637
(559) 675-4200

Parks Maintenance Office
701 E. 5th Street
Madera, CA 93637
7:00 AM – 3:00 PM
(559) 675-9306

Equipment Shop
1030 South Gateway Drive
Madera, CA 93637
7:00 AM – 3:00 PM
(559) 661-5466

Madera Engineering Division
428 East Yosemite Avenue
Madera, CA 93638
(559) 661-5418

EXHIBIT B COST BREAKDOWN

(See Attached)

ATTACHMENT B BID PROPOSAL FORM

This form is required with Proposal

No.	Description	Rate
1.	**Uniform Services: Weekly Cost Per Employee**	
a.	Five (5} shirts and five (5) pants; 65% Dacron and 35% Cotton. Include name tags on shirts.	$4.345
b.	Five (5) executive dress shirts and five (5) pants; 65% Dacron and 35% Cotton. Include name tags on shirts.	$6.303
c.	Five (5) Polo shirts and five (5) pants; 65% Dacr6ri and 35% Cotton. Include name tags on shirts.	$6.941
d.	Five (S) Fire Rated shirts and five (5) Fire Rated pants; Class- HRC2 Arc Rating-ATPV 8.0 cal/cm2 (minimum) Include name tags on shirts.	$20.614
e.	Three (3) coveralls.	$1.539
2	**Uniform Services: Per Employee**	
a.	Replacement cost for shirts which are lost or damaged by the emp oyee.	S17.72-INDUSTRIAL S25.13-EXECUTIVE S24.31-POLO S47.93-FR
b.	Replacement cost for pants which are lost or damaged by the employee.	S21.21-INDUSTRIA S24.99-JEAN S49.64-FR
c.	Exchange shirts; different size. See bottom of page 18 for more stockroom fees	$2.00
d.	Exchange pants; different size See bottom of page 18 for more stockroom fees	$2.00
3.	**Door Mats and Dust Mops: Weekly Cost Per Item**	
a.	Floor Mat: 3' X 4'	$2.50
b.	Floor Mat: 4' X 6'	$4.00

c.	Floor Mat: 3' X 10'	$5.00
d.	Floor Mat: 3' X 5' (scraper)	$1.50
e.	Dust Mop: 24"	$1.20
f.	Dust Mop: 36"	$1.50

Bid prices to include any and all expenses by the vendor. This includes, but is not limited to, name tags, fittings, and preparation charges, i.e., sewing emblems and name tags on garments, etc.

Date	JANUARY 17, 2022-
Company Name	PRUDENTIAL OVERALL SUPPLY NOT APPLICABLE
CSLB License No. & Classification(s) DIR	NOT APPLICALBE 1260 E. NORTH AVE.
No. & Classification(s)	FRESNO, CA 93725
Street Address City/ State/ ZIP Phone	(559) 264-8231
Number	SCOTT HYBERG
Person Preparing Proposal Title	CORPORATE SALES REPRESENTATIVE
Email Address	ScottH@prudentialuniforms.com
Signature of Person Preparing Proposal	

Other Stockroom Fees Setup Fee: $1.50

Name Patch: $2.00 Logo Fee: $1.00

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Vendor's indemnification of City, and prior to commencement of Work, Vendor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Vendor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Vendor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Vendor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Vendor, his agents, representatives, employees, subcontractors, or subconsultants as specified in this Agreement.

Proof of Insurance

Vendor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Vendor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any **type. If Vendor maintains higher limits than the minimums required** above, the entity shall be entitled to coverage at the higher limits maintained by Vendor.

Notice of Cancellation
Vendor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty
(30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Vendor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Vendor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Vendor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: B-5

SUBJECT:

Madera Americans with Disabilities Act (ADA) Advisory Council Bylaws

RECOMMENDATION:

Adopt a resolution amending the Madera ADA Advisory Council Bylaws

SUMMARY:

In May 2006, the City Council adopted Resolution 06-148, creating the City of Madera ADA Advisory Council (Advisory Council) and adopting an initial set of bylaws for the Advisory Council. The bylaws have been updated from time to time to reflect the revised make-up of the City Council after moving to election by district, as well as to update the meeting date and time when requested by the Advisory Council members. As written, the bylaws contain an appointment process for members of the Advisory Council. The City recently adopted an ordinance that governs the appointment process for all City Commissions, Boards, and Committees and this ordinance applies to the ADA Advisory Council. The proposed update also includes removal of a section that provides the Advisory Council can vote members off the Advisory Council for attendance and acknowledges that updates to the bylaws are made by resolution of the City Council.

DISCUSSION:

The Advisory Council was formed to serve in an advisory capacity to the City Council and staff on matters relating to ADA. Their duties include the following.

1. Promote pedestrian safety and access to all public streets.
2. Promote ADA compliance in all public buildings and facilities, services, programs and activities.

3. Promote inclusion of the disabled community in the City's emergency and disaster preparedness plans.
4. Develop disability awareness and educational outreach programs.
5. Work with various City of Madera Departments to ensure that all public buildings and facilities, remodeled and newly constructed, are in compliance with current laws guaranteeing access for all people with disabilities.
6. Promote affordable and accessible housing in the community.
7. Work collaboratively with the City of Madera on recommendations regarding unmet transit needs.
8. Ensure ADA grievance procedures are followed and enforced.

The original appointment process for members of the Advisory Council is captured in their bylaws. The City Council recently adopted an ordinance updating the Madera Municipal Code to define the appointment process for all City Commissions, Boards, and Committees. This recent ordinance will be the governing document regarding the appointment process for the Advisory Council.

There are two additional changes proposed in the amended bylaws as presented with this report. First, the existing bylaws have a provision where the ADA Advisory Council can remove members due to poor attendance. As the authority to nominate and appoint members to the Advisory Council lies with members of the City Council and the Mayor, it is recommended this section be deleted. Second, it is recommended the bylaws be updated to reflect that modification to the bylaws are to be made by resolution of the City Council.

The revised bylaws, as proposed, are provided as Exhibit A to the resolution contemplated herein. Proposed revisions to the bylaws and the reasons for the revisions were reviewed with the Advisory Council at its regularly scheduled meeting on January 18, 2022.

FINANCIAL IMPACT:

There is no anticipated financial impact from this modification.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

Council could direct staff to draft further modifications to the Advisory Council bylaws.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: City of Madera ADA Advisory Council Bylaws

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE MADERA AMERICANS WITH DISABILITIES ACT (ADA) ADVISORY COUNCIL BYLAWS

WHEREAS, the City of Madera ADA Advisory Council was formed by resolution on May 17, 2006, with inaugural bylaws adopted at that time; and

WHEREAS, the bylaws have been amended by subsequent resolutions March 19, 2008; November 3, 2010; February 20, 2013; and January 17, 2018; and

WHEREAS, it has been determined that updates to the bylaws are necessary; and

WHEREAS, revised bylaws have been drafted and reviewed with the ADA Advisory Council at its regularly scheduled meeting of January 18, 2022.

NOW, THEREFORE, the City Council of the City of Madera hereby resolves, finds, and orders as follows:

1. The Bylaws of the Madera ADA Advisory Council, attached hereto as Exhibit A and incorporated herein, are approved.

2. This resolution shall supersede any and all prior resolutions regarding the Madera ADA Advisory Council bylaws, which shall be of no further force and effect as of the effective date of this resolution.

3. This resolution is effective immediately upon adoption.

Exhibit A

CITY OF MADERA

Bylaws of the Madera ADA Advisory Council

SECTION 1. Membership

The ADA Advisory Council of the City of Madera shall consist of members who shall be appointed by the City Council as provided in the City of Madera Municipal Code. The total number of positions on the ADA Advisory Council shall equal the total number of positions on the City Council, inclusive of the elected Mayor. The composition of the ADA Advisory Council shall be as diverse as possible to include a cross-section of the community in the City of Madera (i.e. members representing general public, elderly, disabled, students). Each member must be a resident of the City of Madera at the time of their appointment and while serving on the Council.

Members of the ADA Advisory Council shall serve without compensation. However, payment for any necessary expenses incurred in the conduct of pertinent business may be paid if previously authorized in writing by the City Manager. Additionally, bus fares to and from ADA Advisory Council meetings may be paid by the City when included as a City budgeted item.

SECTION 2. Duties and Responsibilities

A. The ADA Advisory Council serves in an advisory capacity to the City Council and staff on ADA matters. ADA Advisory Council duties shall include the following:

1. Promote pedestrian safety and access to all public streets.
2. Promote ADA compliance in all public buildings and facilities, services, programs and activities.
3. Promote inclusion of the disabled community in the City's emergency and disaster preparedness plans.
4. Develop disability awareness and educational outreach programs.
5. Work with various City of Madera Departments to ensure that all public buildings and facilities, remodeled and newly constructed, are in compliance with current laws guaranteeing access for all people with disabilities.
6. Promote affordable and accessible housing in the community.
7. Work collaboratively with the City of Madera on recommendations regarding unmet transit needs.
8. Ensure grievance procedures are followed and enforced as described in Section 6.

B. Attendance

1. The ADA Advisory Council shall meet one time per month on the third Tuesday of each month. Special meetings may be called by the chair or a majority of the ADA Advisory Council when necessary.

2. ADA Advisory Council members should attend all regular monthly meetings of the ADA Advisory Council. If an ADA Advisory Council member knows that he or she may not be able to attend a meeting, an effort should be made to contact the Secretary prior to the meeting.

SECTION 3. Chairperson, Vice-Chairperson

A. The officers of the ADA Advisory Council shall be a Chairperson and a Vice-Chairperson, who shall be members of the ADA Advisory Council elected by the ADA Advisory Council by a majority vote of a quorum annually in the month of January.

1. In the absence of the Chairperson and Vice-chairperson, the most senior member of the ADA Advisory Council shall call the ADA Advisory Council to order and conduct the meeting.

2. Secretary. There shall also be a Secretary designated by the City Manager, who shall not be a member of the ADA Advisory Council. The person designated shall be vested with all powers and duties of the Secretary pursuant to these rules and regulations.

SECTION 4. Powers and Duties of Officers

A. The Chairperson shall preside at all meetings of the ADA Advisory Council. The Vice-Chairperson shall have and perform the powers and duties of the Chairperson in the absence of the Chairperson.

B. The Secretary shall:

1. Keep and record the minutes of all meetings of the ADA Advisory Council, and furnish a copy of the minutes of each regular and special meeting to each member of the ADA Advisory Council;

2. Keep complete files of all communications and necessary records of the ADA Advisory Council;

3. Prepare and coordinate the meeting agenda;

4. Perform such other duties as the ADA Advisory Council may from time to time prescribe.

SECTION 5. Meetings and Actions

A. Regular meetings of the ADA Advisory Council shall be held on the third Tuesday of every month at 3:30 p.m. at the City Hall of the City of Madera, or such other place as shall be determined in advance and announced by posting notice thereof on the official bulletin board at City Hall.

B. A Special meeting may be called at any time by the Chairperson at his/her discretion, and the Chairperson shall call a special meeting at the written request of three members of the ADA Advisory Council. Notice of special meetings shall be given by delivering personally or by mail or written notice thereof to each member of the ADA Advisory Council. The notice shall be delivered at least 24 hours in advance of the special meeting.

C. A majority of the members of the ADA Advisory Council shall constitute a quorum for the transaction of business.

D. The actions and decisions of the ADA Advisory Council at any time shall be expressed by a motion.

E. The ADA Advisory Council shall determine action items and recommendations to be forwarded to the City Council. When action items or recommendations are to be forwarded to the City Council, the Secretary shall make the report. The Chairperson, or in the absence of the Chairperson, the Vice-Chairperson, or other member of the ADA Advisory Council appointed by the Chairperson, may be present at the City Council meetings when deemed advisable by the ADA Advisory Council.

F. The order of business of the ADA Advisory Council shall be conducted from a written agenda prepared by the Secretary. The agenda shall express the time and location of the meeting and a brief general description of each item of business to be transacted or discussed. No action shall be taken on items not appearing on the agenda.

SECTION 6. ADA Advisory Council Responsibilities for Grievance Procedures

A. The ADA Advisory Council shall review any ADA grievances forwarded which were not resolved to the satisfaction of the complainant.

B. The ADA Advisory Council shall discuss and make a final recommendation to the City's ADA Coordinator for resolution of grievance(s).

C. The final recommendation(s) of the ADA Advisory Council shall be forwarded to the City's ADA Coordinator for follow-up action and resolution.

Exhibit A

SECTION 7. Bylaws Amendment Process

A. Bylaw Amendments shall be approved by resolution of the City Council.

SECTION 8. Bylaw Adoption Process

The original Bylaws of the City of Madera ADA Advisory Council were adopted by the City Council of the City of Madera at its regular meeting of May 17, 2006. Said Bylaws were revised by the City Council at its regular meetings of March 19, 2008; November 3, 2010; February 20, 2013; January 17, 2018; and April 6, 2022.

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: B-6

SUBJECT:

Ratification of Revisions to COVID-19 Emergency Policy No. 2

RECOMMENDATION:

Adopt a Minute Order ratifying issuance of Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave by the City Manager in his role as Director of Emergency Services

SUMMARY:

In his role as Director of Emergency Services, the City Manager has issued revisions to COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave in compliance with California Senate Bill (SB) 114. The policy has been updated to provide City employees with Supplemental Paid Sick Leave for COVID-related leaves for the time period of January 1, 2022, through September 30, 2022. The requested action is for Council to ratify the revised policy.

DISCUSSION:

As the global COVID-19 pandemic continues, legislation has changed to adapt to the needs of employers and employees. Most recently, Governor Newsome signed into law SB 114, reauthorizing COVID-19 Supplemental Paid Sick Leave (SPSL). SPSL was originally required under SB 95 in 2021, which sunsetted September 30, 2021. SB 114 is the 2022 version of SPSL. The City is referring to leave provided under SB 114 as SPSL-22 to avoid confusion with the expired original SPSL benefits.

The new SPSL-22 became effective February 19, 2022. In summary, SB 114 provides the following paid leave benefits for individuals who are required to be absent from work for COVID-related reasons.

- SPSL-22 is retroactive to January 1, 2022, and will sunset September 30, 2022

- SPSL-22 provides up to forty (40) hours of leave for full time employees and up to the equivalent of one (1) normally scheduled work week for part time employees for COVID-related leave reasons other than being COVID positive
- SPSL-22 provides up to forty (40) hours of leave for full time employees and up to the equivalent of one (1) normally scheduled work week for part time employees if the individual tests positive for COVID
- The City may request test results or medical certification to verify the reason for leave
- The City may require testing on or after day five (5) for COVID positive individuals to determine their ability to return to work

As written, SB 114 provides two (2) leave banks, one if an employee tests positive for COVID and one for all other types of COVID-related leave. In analyzing implementation of the program, staff reviewed requirements to set-up SPSL-22 in the City's payroll system and management of documentation related to SPSL-22 leave. Staff further reviewed SPSL use from 2021. In reviewing the 2021 data for employees that were eligible for the leave, it was found that the majority of employees did not use the full allotment of SPSL available to them. In fact, a majority of employees did not use any of the SPSL time that was available. The City's support of remote work being made available to those whose jobs can be accomplished through such arrangements played a large part to support employees in completing work from home in a manner that reduced workplace exposures and minimized lost work time and the need to use leave. Utilization of the 2021 SPSL benefit is summarized in Table 1.

Table 1. 2021 SPSL Usage

Hours Used	*Employee Count*	*Percent of Employees*
80 (maximum)	9	3%
>40 to <80	16	6%
>0 to 40	53	20%
No hours used	191	71%

Based on this analysis, it was recommended that rather than setting up two separate leave banks that an employee would potentially move between depending on their reason for leave, along with document management processes to track the information, the leave would be consolidated into one bank available for all reasons allowed for SPSL-22 leave under SB 114. Revised COVID-19 Emergency Policy 2 provides for this consolidated single leave bank and is provided as Attachment 1 to this report.

FINANCIAL IMPACT:

The financial impact of SPSL-22 paid leave will not be fully known until the leave type sunsets in September 2022. To date the City has processed thirty-one (31) requests for retroactive adjustments ranging from twelve (12) to eighty (80) hours. Most retroactive adjustment requests are for the time period immediately after the holidays when the Omicron variant was prevalent,

and a significant number of individuals were subject to quarantine or isolation orders. With the adjustments made in January 2022 to quarantine and isolation requirements by the California Department of Public Health and the California Division of Occupational Safety and Health, the City will likely experience reduced exposure to the need for leave as we continue to navigate the pandemic.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

Council could direct staff to further revise the policy. Any revisions not required by law would potentially be subject to meet and confer with represented bargaining units.

ATTACHMENTS:

1. Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave

CITY OF MADERA COVID-19 Emergency Policy	Policy No. 2
	Date Adopted: 3/25/2020
	Date(s) Revised: 2/10/2021; 3/5/2021; 7/23/2021; 02/27/2022
Subject: COVID-19 Paid Leave	

Introduction

The emergence of the novel coronavirus (COVID-19) in December 2019 has elicited a major, worldwide response, and it was deemed a pandemic by the World Health Organization on March 11, 2020. The City Council of the City of Madera (City) declared a local state of emergency March 18, 2020.

As the global pandemic reached the second year, Governor Newsome signed Senate Bill (SB) 95, codifying at Labor Code § 248.2 on March 19, 2021, which expanded paid sick leave to employees for certain COVID-19 related reasons. SB 95 has since expired. On February 9, 2022, Governor Newsom signed SB 114 which adds Sections 248.6 and 248.7 to the California Labor Code effective February 19, 2022, to provide additional COVID-19 Supplemental Paid Sick Leave. The City of Madera has adopted this policy in order to provide qualified employees the appropriate leave types to which they are entitled and to otherwise comply with all relevant and applicable requirements provided under Labor Code § 248.6 and § 248.7.

Supplemental Paid Sick Leave (SPSL)

Applicability

As a result of SB 114, the City of Madera is providing new COVID-19 related paid sick leave, known as Supplemental Paid Sick Leave 2022 (SPSL-22) to City employees as further explained in this policy.

Term

The policy is effective immediately upon adoption. Retroactive to January 1, 2022, SPSL-22 is available through September 30, 2022.

Eligibility and Use of Leave

City of Madera employees are eligible for SPSL-22 regardless of how long the employee has worked for the City. The City will meet and/or exceed any requirements issued by the State of California in administering SPSL-22.

The City shall not require a covered employee to use any other paid or unpaid leave, paid time off, or vacation time provided by the City to the covered employee before the covered employee uses SPSL-22 or in lieu of SPSL-22.

The City shall not require a covered employee to first exhaust their SPSL-22 leave before satisfying any requirement to provide paid leave for reasons related to COVID-19 under any Cal-OSHA COVID-19 Emergency Temporary Standards, including, but not limited to, Sections 3205 to 3205.4, inclusive, of Title 8 of the California Code of Regulations or the Cal-OSHA Aerosol Transmissible Diseases Standard at Section 5199 of Title 8 of the California Code of Regulations.

As defined in the labor code, a "covered employee" is an employee who is unable to work or telework for a reason listed below. Covered employees are entitled to SPSL-22 at their regular rate of pay, subject to limits as identified in the *Limits* section. Reasons for taking SPSL-22 include:

(1) The covered employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidance of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer who has jurisdiction over the workplace. If the covered employee is subject to more than one of the foregoing, the covered employee shall be permitted to use SPSL-22 for the minimum quarantine or isolation period under the order or guidance that provides for the longest such minimum period, not to exceed total hours available as defined in the *Limits* section of this policy.

(2) The covered employee has been advised by a health care provider to isolate or quarantine due to COVID-19.

(3) The covered employee is attending an appointment for themselves or a family member[1] to receive a vaccine or a vaccine booster for protection against COVID-19, subject to the limitation in clause (ii) of subparagraph (4) below.

(4) (i) The covered employee is experiencing symptoms, or caring for a family member experiencing symptoms, related to a COVID-19 vaccine or vaccine booster that prevents the employee from being able to work or telework.
(ii) For each vaccination or vaccine booster, an employer may limit the total SPSL-22 to 3 days or 24 hours unless the employee provides verification from a health care provider that the covered employee or their family member is continuing to experience symptoms related to a COVID-19 vaccine or vaccine booster. The 3-day or 24-hour limitation applied to each vaccine or vaccine booster includes the time used under subparagraph (3) above to get the vaccine or vaccine booster.

(5) The covered employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

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[1] *Family member* means any of the following: A child, which for purposes of this policy means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status, (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, (3) A spouse, (4) A registered domestic partner, (5) A grandparent, (6) A grandchild, (7) A sibling.

(6) The covered employee is caring for a family member who is subject to an order or guidance described in subparagraph (1) or who has been advised to isolate or quarantine, as described in subparagraph (2) above.

(7) The covered employee is caring for a child[2], whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

(8) The covered employee tests positive for COVID-19

(9) A family member for whom the covered employee is providing care tests positive for COVID-19.

Limits

(1) Full time employees may use up to 80 hours of SPSL-22.

(2) Employees that do not qualify for 80 hours of SPSL-22 under subparagraph (1) above, are entitled to the following:
   a. The total number of hours the covered employee is scheduled to work for the City during the applicable time period, not to exceed two weeks (80 hours).

(3) The total maximum amount of SPSL-22 a covered employee is entitled to pursuant to this section (*Limits*) shall not exceed 80 hours for the period between January 1, 2022, and September 30, 2022.

(4) The City will not provide a covered employee with more than the total number of hours of SPSL-22 to which the covered employee is entitled pursuant to (2)a above.

(5) SPSL-22 is provided in addition to any other City-provided paid time off.

Pay Calculation

(1) For non-FLSA exempt covered employees, each hour of SPSL-22 will be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) SPSL-22 for FLSA exempt employees shall be calculated in the same manner as the City calculates wages for other forms of paid leave time.

[2] See *family member* definition above

(3) Notwithstanding subparagraph (1) or (2) above, the City shall not be required to pay more than five hundred eleven dollars ($511) per day and five thousand one hundred ten dollars ($5,110) in the aggregate to a covered employee for SPSL-22 taken by the covered employee unless federal legislation is enacted that increases these amounts beyond the amounts that were included in the Emergency Paid Sick Leave Act established by the federal Families First Coronavirus Response Act (Public Law 116-127), in which case the new federal dollar amounts shall apply to this section as of the date the new amounts are applicable under the federal law. Nothing in this subparagraph shall prevent a covered employee who has reached the maximum amounts, as set forth herein, from choosing to utilize other paid leave that is available to the covered employee in order to fully compensate the covered employee for leave taken.

(4) The City will include the number of hours of SPSL used from 1/1/2022 through 9/30/2022 under this policy on the employee's pay stub beginning the next regular pay date after issuance of this policy.

Employee Status While on Leave

The City will compensate employees who use SPSL-22 according to the manner described in this policy and will otherwise treat employees who use SPSL-22 as if they are using paid sick leave according to the City's Sick Leave Policy.

Employee Responsibilities to Request SPSL-22 Pay

Employees must notify the City that they intend to take SPSL-22. The employee may provide such notice either orally or in writing to their supervisor. The employee or supervisor will document the request using the "Request for SPSL-22, Retro Credit or Pay" form, and submitting the form to the City's Human Resources Department.

An employee may determine how many hours of SPSL-22 to use, up to the total number of hours to which the covered employee is entitled pursuant to the *Limits* mentioned above. An employee is not required to use SPSL-22.

Retroactivity

(1) If an employee was on Leave Without Pay for a reason that would otherwise have qualified as SPSL-22 between January 1, 2022, and the effective date of this policy, in an amount equal or greater to what the employee would have been entitled to under this policy, the employee is eligible for a retroactive payment from the City for such leave. In order to receive payment for such leave, employees must make an oral or written request to be paid for such leave to their supervisor. The employee or employee's

supervisor must submit the request to the City's Human Resources Department using the "Request for SPSL-22, Retro Credit or Pay" form. The City may request documentation if the reason provided for the leave at the time of use was not consistent with those provided in the *Eligibility and Use of Leave* section.

(2) If an employee used personal leave and was compensated by the City in an amount equal to or greater than the amount of compensation for SPSL-22 to which the covered employee is entitled as set forth under this policy, employees must make an oral or written request to be paid for such leave to their supervisor. The employee or employee's supervisor must submit the request to the City's Human Resources Department using the "Request for SPSL-22, Retro Credit or Pay" form. The employee will be credited for any leave hours used for COVID-specific leave purposes. The City may request documentation if the reason provided for the leave at the time of use was not consistent with those provided in the *Eligibility and Use of Leave* section before providing the leave credits.

For any such retroactive payment or credit to personal leave banks, the number of hours of leave corresponding to the amount of the retroactive payment or credit shall count towards the total number of hours of SPSL-22 that the City is required to provide to the employee.

Retroactive payments and credits will be processed on or before the payday for the next full pay period for which timesheets have not already been submitted after the employee's request is received. The payment/credits will be documented on the employee's pay stub.

REQUEST FOR SPSL-22, RETRO CREDIT OR PAY

Employee Name: _____ EE ID#: _____

Pursuant to Labor Code § 248.6 and § 248.7, I hereby request (circle only one):

1. COVID-19 Supplemental Paid Sick Leave (SPSL-22) (for current leave)
2. SPSL-22 Retroactive Adjustment
    a. Leave Credit (employee used personal leave during the time period of 1/1/2022 to the effective date of this policy for a qualifying COVID-19 related reason listed below)
    b. SPSL-22 Retroactive Payment (employee used Leave Without Pay during the time period of 1/1/2022 to the effective date of this policy for a qualifying COVID-19 related reason listed below)

Reason (circle below):

1. Employee subject to quarantine or isolation from a public health official.
2. Healthcare provider advises employee to quarantine or isolate due to COVID-19.
3. Employee is attending an appointment for themselves or a family member to receive a vaccine or a vaccine booster for protection against COVID-19 (limits apply).
4. Employee is experiencing symptoms, or caring for a family member experiencing symptoms, related to a COVID-19 vaccine or vaccine booster that prevents the employee from being able to work or telework (limits apply).
5. Employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
6. Employee is caring for a family member who is subject to an order or guidance described in #1 above or who has been advised to isolate or quarantine, as described in #2 above.
7. Employee is caring for a child, whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
8. Employee tests positive for COVID-19.
9. A family member for whom the employee is providing care tests positive for COVID-19.

For SPSL-22 pay request for a current leave, provide expected dates of leave:

From _____/_____/_____ to _____/_____/_____

For retroactive leave credit/pay, provide the following information:

1. Dates of previous absence

    From _____/_____/_____ to _____/_____/_____

REQUEST FOR SPSL-22, RETRO CREDIT OR PAY

Retroactive request information, continued.

2. Absence was originally processed as (check all that apply):
   - ☐ Personal Sick Leave
   - ☐ Family Sick Leave
   - ☐ Vacation
   - ☐ Comp Time
   - ☐ Holiday Bank Time
   - ☐ Leave Without Pay

Employee:

I understand SPSL-22 shall not exceed 80 hours, or the equivalent of two (2) weeks of my normal work schedule, prorated for part-time employees, subject to provisions of LC § 248.6 and § 248.7 and the City of Madera' COVID-19 Emergency Policy #2. I certify that all information I have provided is true and correct.

Employee Signature_____ Date _____

Supervisor Review:

I have received a request from the stated employee to use SPSL-22 or process a retroactive adjustment. If this request was received orally, I have completed the form based on information provided to me by the employee to the best of my knowledge.

Supervisor Signature_____ Date _____

Employees may request SPSL-22 leave/credit/pay in writing or orally, but all requests should be processed on this form by the employee's supervisor, and then forwarded to Human Resources. Human Resources may request additional documentation upon receiving this request, such as a copy of a doctor's note, a health department letter regarding a COVID-19 quarantine order, test result, etc. See COVID-19 Emergency Policy #2 for full details and limitations.

How to Submit:

- Email completed forms to hrinfo@madera.gov
- Send via interoffice mail to HR
- Drop off at HR in City Hall.

Questions? Call HR at 661-5400, opt. 8 or x8704 from a City phone.

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: B-7

SUBJECT:

Second Reading and Adoption of an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries

RECOMMENDATION:

Waive full reading and adopt an ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries

SUMMARY:

Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. The City held:

- Its first public hearing on October 20, 2021
- Its second public hearing on November 10, 2021
- Its third public hearing on February 2, 2022
- Its fourth public hearing on March 2, 2022
- Its fifth public hearing on March 16, 2022

DISCUSSION:

Every 10 years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have a nearly equal population. The redistricting process for the City of Madera must be completed by April 17, 2022.

The City adopted its current district boundaries in 2011. The approved boundary map was drawn based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the Fair Maps Act (the "Act"), which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Requirements for Redrawing District Boundaries

Under the Act, the City Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21621(c)):

1. Comply with the federal requirements of equal population and the Voting Rights Act.
2. Be geographically contiguous.
3. Undivided neighborhoods and "communities of interest" (socio-economic geographic areas that should be kept together).
4. Display easily identifiable boundaries.
5. Be compact (do not bypass one group of people to get to a more distant group of people).
6. Shall not favor or discriminate against a political party.

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024.
2. Respect voters' choices/continuity in office.
3. Future population growth.

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the city draws draft maps.
- At least two hearings must happen after the drawing of draft maps.
- The fourth hearing can happen either before or after the drawing of draft maps.

To increase the accessibility of these hearings, the City has complied with the following steps:

- At least one hearing or workshop must occur on a Saturday, Sunday, or after 6:00 p.m. on a weekday.
- The City held a workshop on Saturday, December 4, 2021 at the John Wells Youth Center.
- The City held a second workshop on Sunday, February 6, 2022 at the Pan Am Community Center.
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing must begin at a pre-designated time.
- Local public redistricting hearings must be made accessible with people with disabilities.

Determining population balance is typically done by measuring the spread, or deviation, between the least populated district and the greatest populated district. Deviations of 10% or less are generally considered acceptable under U.S. Supreme Court rulings on equal protection. The City's population is 66,627. The ideal population of a Council district is one-sixth of that population, or 11,105.

Current District Boundaries

Analysis of the City's current district boundaries, adjusted for the 2020 Census data, shows the districts are no longer population balanced as required by law. In previous staff reports, the City's population was listed as 65,954, with a deviation of 31.9%. Once the complete and accurate boundary files for the City were received and processed by the City's redistricting consultant, it was determined that not only did the City's total population increase, the populations in districts were revised and the deviation adjusted accordingly. District 6 is significantly overpopulated by 16.15% and District 3 is significantly under populated at -12.60% for a combined total deviation of 28.75%. For these reasons, the district boundaries must be adjusted to achieve a population balance of 10% or less.

Minority Voters

Another consideration in the drawing of district boundaries is the distribution of minority voters throughout the City and whether there is a possibility of creating a majority/minority voting district as required under the federal Voting Rights Act. It is important that the analysis of the 2020 Census Data review the ethnicity demographics, specifically voting age populations (VAP) and Citizen Voting Age Populations (CVAP). Upon review of the City's VAP and CVAP data, all six districts are currently majority/minority Hispanic voting districts. Upon rebalancing the populations, care was taken to preserve those demographic characteristics

Maps

The map and accompanying demographic information of the City's current districts is attached to this report (Attachment 1). This map of the City's districts was updated to include parcels that were added to the City's jurisdiction since the 2020 census. In previous staff reports, the City's population was listed as 65,954. The ideal population of a Council district is one-sixth of that population and was previously listed as 10,992. With the update, the City's existing population is 66,627 and the ideal population for each district is 11,105.

The City's Redistricting consultant initially prepared three draft map options (Map Options 1, 2, and 3) and a member of the public submitted a draft map (Map Option 4), for Council's consideration at the third public hearing held on February 2, 2022. At that hearing, Council moved to proceed with Map Options 1 and 2 and report back any public input received from the February 6, 2022 community workshop. Two additional public maps, Map Options 5 and 6 were submitted. At the fourth public hearing on March 2, 2022, the City Council identified Map Option 5 as the preferred map. At the fifth public hearing on March 16, 2022, the City Council introduced the Ordinance. The map is summarized below, and complete demographic information can be found attached to this report

(Attachment 2). Further, an online tool for closely examining the boundaries, with zoom and search capabilities, is available at the following link:

Online Map Viewing

Map Option 5

- Option 5 was received from a member of the public using the online mapping tool
- Preserves the core of existing districts and bears resemblance to the existing map, particularly with regard to Districts 1, 2, 4 and 6
- The districts are compact and contiguous
- It is population balanced with a deviation of 2.85%
- All six districts represent a majority/minority Hispanic voting district

Next Steps

At this time, staff requests Council waive full reading and adopt the Ordinance approving the selection of Map Option 5 as the redrawn Council electoral boundaries. These district boundaries will be first implemented for the November 2022 General Municipal Election. As noted above, the deadline for the City of Madera to complete the redistricting process is April 17, 2022.

FINANCIAL IMPACT:

Costs associated with redistricting-related work includes the following:

- Contract with BB&K totaling $50,000
- Various staff time and City Attorney fees

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The requested action is not addressed in the vision or action plans and does not conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

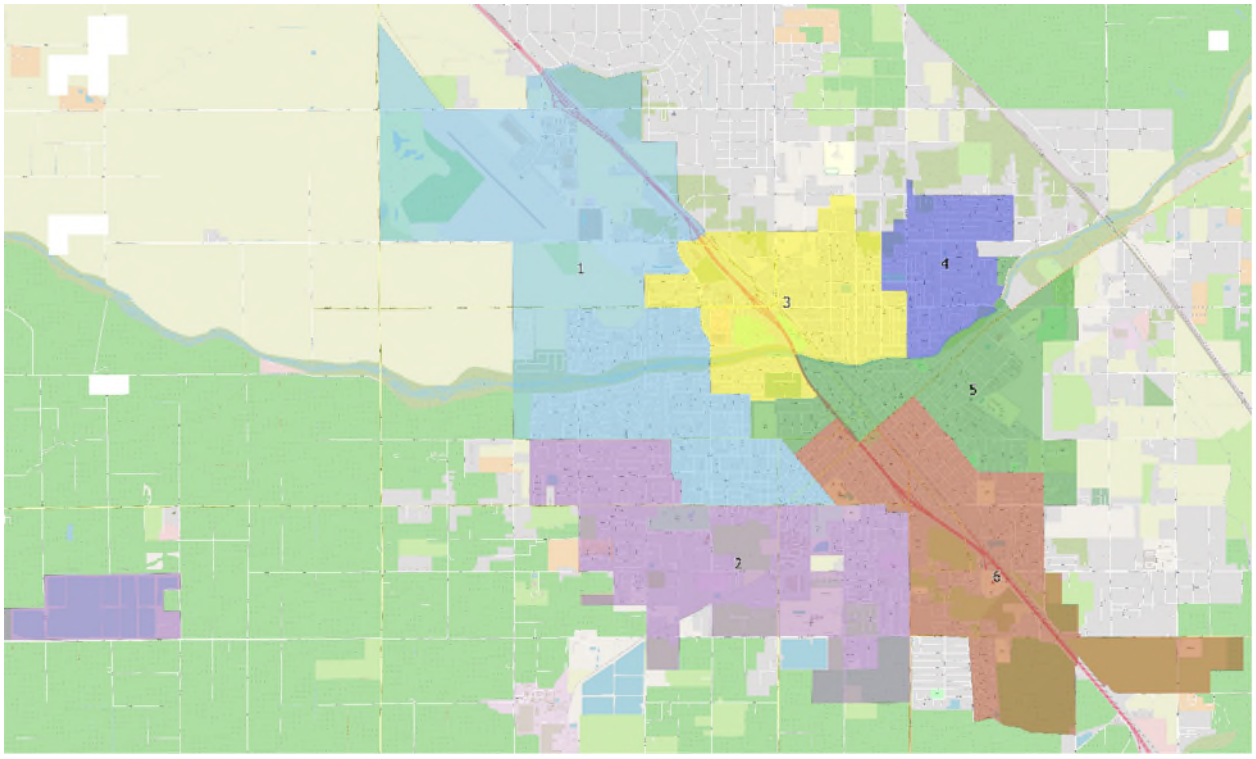
Council must adopt the ordinance at this regular Council meeting to meet the April 17, 2022 deadline to complete the redistricting process.

ATTACHMENTS:

1. Attachment 1: Existing boundaries with demographic analysis
2. Attachment 2: Proposed map option 5 with demographic analysis
3. Attachment 3: Ordinance

Attachment 1

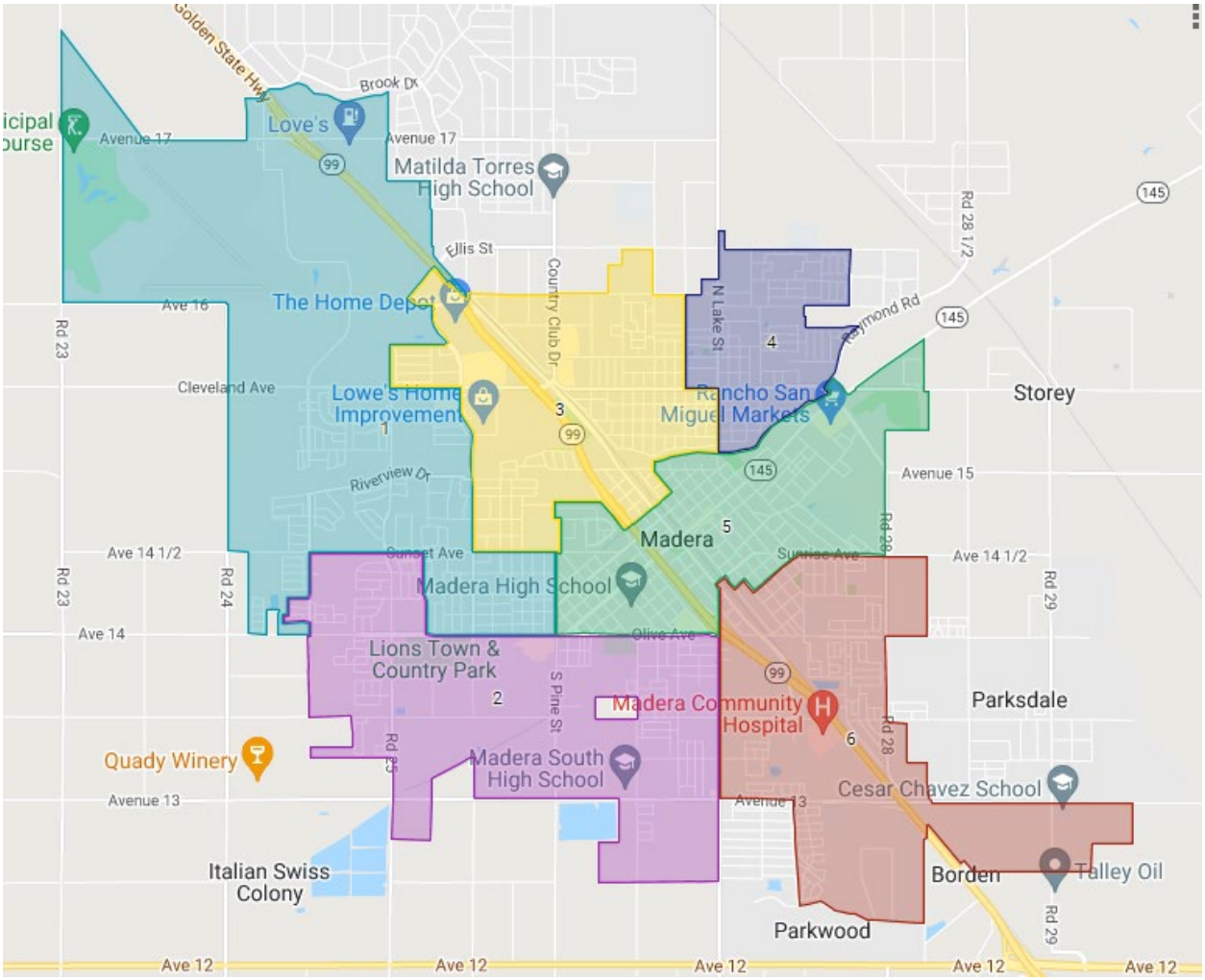
Existing Districts with 2020 Census Data Analysis



District	Total Population	Raw Population	% Population	CVAP*19 Total	CVAP19 NL**White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN***	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
1	11,402	298	2.68%	6,670	2,742	75	3,396	3,340	23	448	-	32
2	11,964	860	7.74%	6,429	2,054	472	3,625	2,758	42	18	1	31
3	9,705	-1,400	-12.60%	3,883	800	109	2,807	1,066	15	88	-	13
4	10,640	-465	-4.18%	4,135	928	160	2,834	1,262	49	-	-	16
5	10,018	-1,087	-9.78%	3,944	664	650	2,528	1,434	7	43	-	33
6	12,898	1,794	16.15%	5,523	1,017	407	3,957	1,541	1	61	-	2
Total	66,627											
Ideal	11,105	Deviation	28.75%									
*CVAP =	Citizen Voting Age Population											
**NL =	Non Latino											
***AIAN =	American Indian Alaskan Native											

Attachment 2

Map Option 5 with 2020 Census Data Analysis



District	Total Population	Raw Deviation	% Population	Latino	CVAP*19 Total	CVAP19 NL** White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN***	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
1	11,110	6	0.05%	7,183	6,614	2,625	137	3,324	3,313	24	431	-	35
2	10,963	-142	-1.27%	8,216	5,770	1,856	406	3,324	2,425	41	17	1	11
3	10,988	-117	-1.05%	9,303	4,533	1,100	135	3,119	1,410	15	104	-	14
4	11,013	-92	-0.82%	9,917	4,285	947	162	2,943	1,302	49	-	-	17
5	11,279	175	1.57%	9,725	4,625	978	551	2,961	1,664	4	28	-	49
6	11,274	170	1.53%	9,403	4,758	699	482	3,476	1,287	4	78	-	1
Total	66,627												
Ideal	11,105	Deviation	2.85%										
*CVAP =	Citizen Voting Age Population												
**NL =	Non Latino												
***AIAN =	American Indian Alaskan Native												

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION 2-1.21 OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE REGARDING BY-DISTRICT ELECTIONS, ADJUSTING THE BOUNDARIES OF CITY COUNCIL ELECTION DISTRICTS AND CONFIRMING SUCH REVISED COUNCIL DISTRICT BOUNDARIES

WHEREAS, the United States Census Bureau is required by Article I, Section 2, of the United States Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, California Elections Code § 21601 requires that following each decennial federal census, and using that census as a basis, the Council shall, by ordinance or resolution, adjust the boundaries of any or all of the Council election districts of the City so that the districts shall be substantially equal in population as required by the United States Constitution, California Constitution, and the Federal Voting Rights Act. In establishing the boundaries of the districts the Council must give consideration to the following factors in the following priority: (a) contiguity of districts, (b) respecting communities of interest, (c) drawing easily identifiable districts through use of natural or artificial boundaries, and (d) compactness of territory in districts; and

WHEREAS, the City of Madera electors adopted Ordinance No. 866 C.S. providing that the City be divided into six Council districts and that Council Members for those districts be elected by district, and said ordinance is codified in Title II, Chapter 1 of the Madera Municipal Code; and

WHEREAS, California Elections Code § 21602 requires that the Council adopt an ordinance amending Council districts no later than April 17, 2022; and

WHEREAS, on September 27, 2021, the Census Bureau sent 2020 Census data to the State of California with an official population estimate of 66,627 residents for the City of Madera; and

WHEREAS, the City Council of the City of Madera ("City Council") held four public hearings on October 20, 2021, November 3, 2021, February 2, 2022, and March 2, 2022, where the Council received briefings from the City's demographic consultant relating to the redistricting process and state and federal redistricting criteria, including the California Elections Code, the Federal Voting Rights Act and the United States Constitution, heard public testimony, and directed staff and the City's demographic consultant to prepare draft Council district maps for consideration; and

WHEREAS, in addition, City staff conducted public outreach by way of print and digital advertisements and public workshops; and

WHEREAS, at the February 2, 2022 and March 2, 2022 public hearings, the Council

received a presentation of several draft maps prepared by the City's demographic consultant for compliance with applicable laws and standards and reviewed additional maps submitted by the public; and

WHEREAS, at the March 2, 2022 public hearing, the City Council agreed on Map 5, designating it as the preferred map and directed that it be presented to the Council for adoption by Ordinance; and

WHEREAS, at each of the public hearings on redistricting, the Council heard testimony relating to "communities of interest," which led the Council to reach the following determinations about communities of interest on the preferred map, as required under federal and state law:

(1) The election districts are geographically contiguous. The districts are arrayed in a simple and logical form without any islands and with minimal intrusions from the area of one district into another;

(2) To the extent practicable, the preferred map respects the geographic integrity of local neighborhoods and local communities of interest. The Council heard testimony about what constitutes communities of interest in the public's view.

(3) The election districts are easily identifiable and understandable by residents. The districts in the preferred map form a relatively simple pattern.

(4) To the extent practicable, the election districts are geographically compact. Their configurations for the most part are compact, simple shapes, with nearby populations included in the same districts.

(5) The election districts are balanced in terms of total population and voting age population. The districts are well within the one-person/one-vote deviations permitted under federal and state voting rights laws.

(6) The election districts conform to concentration of minority voters. The preferred map creates six majority/minority voting districts.

WHEREAS, all information in the staff reports, maps, presentations, Council debate and public testimony referenced above is hereby incorporated into this decision and serves as evidentiary basis for these findings and legislative decision.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance is adopted following four noticed City Council public hearings as required by California Elections Code section 21607.1 and in compliance with the federal law,

the California Fair Maps Act, and the Madera Municipal Code.

SECTION 2. Amendment. Section 2-1.21 (Establishment of Council districts) of Chapter 1 (City Council) of Title II (Administration) of the Madera Municipal Code is hereby amended to read as follows:

§ 2-1.21 ESTABLISHMENT OF COUNCIL DISTRICTS.

(A) The voter-approved districting plan adopted by Ordinance 890 C.S. and establishing six Council districts shall be adjusted by ordinance of the City Council to equalize population among the districts within one year after each census has been completed and the census data provided to the city. The adjusted boundaries and the number of each of the six electoral districts for City Council are set forth in subsection (C), including a map of the districts. Any districting plan shall be adopted by ordinance subject to referendum. The City Clerk is authorized to make non-substantive technical adjustments to the district boundaries not affecting the population of any district, the eligibility of candidates, or the residence of elected officials within any district.

(B) Effective for all by-district Council offices newly elected at the November 8, 2022, General Municipal Election and at each General Municipal Election thereafter, each Council district shall be assigned a district number, with districts numbered one through six as indicated in subsection (C). The Council members of the three even-numbered districts shall be elected by-district in November of 2024 and every four years thereafter for a term of four years. The Council members of the remaining three odd-numbered districts shall be elected by-district in November 2022 and every four years thereafter for a term of four years. Except as set forth in subsection (D) below, all persons appointed to fill vacancies on the City Council and all persons elected to fill vacancies on the City Council at a special municipal election shall reside within the district to which they are appointed or elected.

(C) District Boundaries. The Council member districts of the City shall have the following legal boundaries:

1. District 1.

The region bounded and described as follows: All of that portion of Madera County bounded and described as follows: Beginning at the point of intersection of the Madera city line and Ave 14, and proceeding northerly and westerly along the Madera city line to the Madera city line and Rd 23, and proceeding northerly and easterly along the Madera city line the Madera City line and Ave 17, and proceeding easterly and northerly along the Madera city line to the Madera city line and Schmidt Creek Wy, and proceeding easterly and southerly along the Madera city line to the Madera city line, and proceeding easterly along the Madera city line to the Madera city line and Arnold Wy and proceeding southerly along the Madera city line to the Madera city line and Sharon Blvd, and proceeding southerly along the Madera city line and Sharon Blvd to Ellis Street, and proceeding westerly along Ellis Street to Avenue 16, and proceeding southerly along N

Schnoor St to Foxglove Way, and proceeding westerly along Foxglove Way to N Granada Dr, and proceeding southerly along N Granada Dr to W Cleveland Ave, and proceeding easterly along W Cleveland Ave to N Schnoor St, and proceeding southerly along N Schnoor St to Sunset Ave, and proceeding easterly along Sunset Ave to N Pine St, and proceeding southerly along N Pine St to Howard Rd, and proceeding westerly along Howard Rd to Mainberry Dr, and proceeding northerly along Mainberry Dr to Sunset Ave, and proceeding westerly along Sunset Ave to Westberry Blvd, and proceeding southerly along Westberry Blvd to Westgate Dr, and proceeding westerly along Westgate Dr to Kent Dr, and proceeding southerly along Kent Dr to Winter Wy, and proceeding westerly along Winter Wy to Kent Dr, and proceeding southerly along Kent Dr to Ren Way, and proceeding easterly along Ren Way to Westberry Blvd, and proceeding southerly along Westberry Blvd to Ave 14, and proceeding westerly along Ave 14 to the Madera city line and northerly and westerly along the Madera city line to the point of beginning.

2. District 2.

The region bounded and described as follows: All of that portion of Madera County bounded and described as follows: 1. Beginning at the point of intersection of Kent Dr and Ren Way, and proceeding northerly along Kent Dr to Winter Wy,, and proceeding easterly along Winter Wy, to Kent Dr, and proceeding northerly along Kent Dr to Westgate Dr, and proceeding easterly along Westgate Dr to Westberry Blvd, and proceeding northerly along Westberry Blvd to Sunset Ave, and proceeding easterly along Sunset Ave to Mainberry Dr, and proceeding southerly along Mainberry Dr to Howard Rd, and proceeding easterly along Howard Rd to W Olive Ave, and proceeding easterly along W Olive Ave to Olive Ave, and proceeding easterly along Olive Ave to W Olive Ave, and proceeding easterly along W Olive Ave to unnamed Ramp, and proceeding easterly along unnamed Ramp to W Olive Ave, and proceeding easterly along W Olive Ave to S Madera Ave, and proceeding southerly along S Madera Ave to the Parkwood/Madera census designated place/city line, and proceeding southerly along the Parkwood/Madera census designated place/city line to the Madera city line, and proceeding westerly along the Madera city line to Ave 14, and proceeding easterly along Ave 14 to Howard Rd, and proceeding northerly along Howard Rd to Westberry Blvd, and proceeding northerly along Westberry Blvd to Ren Way, and proceeding westerly along Ren Way to the point of beginning. 2. As well as all of the region bounded by the Madera city line. 3. Except for all of the region bounded by the Madera city line.

3. District 3.

The region bounded and described as follows: All of that portion of Madera County bounded and described as follows: Beginning at the point of intersection of Foxglove Way and N Granada Dr, and proceeding easterly along Foxglove Way to N Schnoor St, and proceeding northerly along N Schnoor St to Ave 16, and proceeding westerly along Ave 16 to State Rte 99, and proceeding southerly along State Rte 99 to nonvisible boundary, and proceeding northerly along nonvisible boundary to unnamed Ramp, and proceeding southerly along unnamed Ramp to nonvisible boundary, and proceeding northerly along nonvisible boundary to the Madera city line, and proceeding easterly along the Madera

city line to Austin St, and proceeding southerly along Austin St to E Cleveland Ave, and proceeding easterly along E Cleveland Ave to N Lake St, and proceeding southerly along N Lake St to Fresno River, and proceeding westerly along Fresno River to N D St, and proceeding southerly along N D St to E 3rd St, and proceeding westerly along E 3rd St to W 3rd St, and proceeding westerly along W 3rd St to N H St, and proceeding northerly along N H St to Union Pacific RR, and proceeding westerly along Union Pacific RR to N I St, and proceeding northerly along N I St to Roberts Ave, and proceeding westerly along Roberts Ave to N Pine St, and proceeding southerly along N Pine St to N Park Dr, and proceeding easterly along N Park Dr to Foster Ave, and proceeding southerly along Foster Ave to Sunset Ave, and proceeding westerly along Sunset Ave to N Schnoor St, and proceeding northerly along N Schnoor St to W Cleveland Ave, and proceeding westerly along W Cleveland Ave to N Granada Dr, and proceeding northerly along N Granada Dr to the point of beginning.

4. District 4.

The region bounded and described as follows: All of that portion of Madera County bounded and described as follows: Beginning at the point of intersection of Austin St and E Cleveland Ave, and proceeding northerly along Austin St to the Madera city line, and proceeding easterly/southerly along the Madera city line to Raymond Rd, and proceeding southerly along Raymond Rd to Tozer St, and proceeding easterly along Tozer St to Fresno River, and proceeding westerly along Fresno River to N Lake St, and proceeding northerly along N Lake St to E Cleveland Ave, and proceeding westerly along E Cleveland Ave to the point of beginning.

5. District 5.

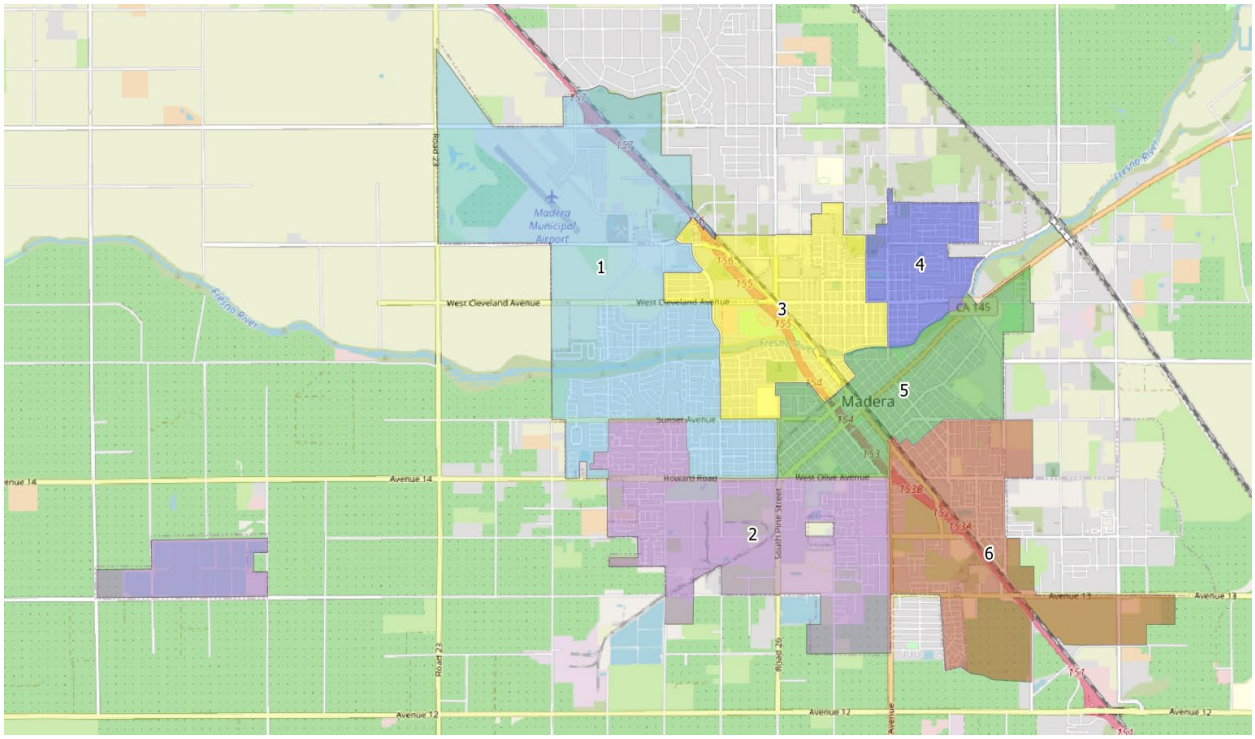
The region bounded and described as follows: All of that portion of Madera County bounded and described as follows: Beginning at the point of intersection of Roberts Ave and N Pine St, and proceeding easterly along Roberts Ave to N I St, and proceeding southerly along N I St to Union Pacific RR, and proceeding easterly along Union Pacific RR to N H St, and proceeding southerly along N H St to W 3rd St, and proceeding easterly along W 3rd St to E 3rd St, and proceeding easterly along E 3rd St to N D St, and proceeding northerly along N D St to Fresno River, and proceeding easterly along Fresno River to Tozer St, and proceeding westerly along Tozer St to Raymond Rd, and proceeding northerly along Raymond Rd to the Madera city line, and proceeding easterly/southerly along the Madera city line to Sunrise Ave, and proceeding westerly along Sunrise Ave to E 11th St, and proceeding westerly along E 11th St to S D St, and proceeding northerly along S D St to E 10th St, and proceeding westerly along E 10th St to S E St, and proceeding northerly along S E St to E 9th St, and proceeding westerly along E 9th St to S Gateway Dr, and proceeding southerly along S Gateway Dr to S Madera Ave, and proceeding southerly along S Madera Ave to W Olive Ave, and proceeding westerly along W Olive Ave to unnamed Ramp, and proceeding westerly along unnamed Ramp to W Olive Ave, and proceeding westerly along W Olive Ave to Olive Ave, and proceeding westerly along Olive Ave to W Olive Ave, and proceeding westerly along W Olive Ave to N Pine St, and proceeding northerly along N Pine St to Sunset Ave, and proceeding easterly along Sunset

Ave to Foster Ave, and proceeding northerly along Foster Ave to N Park Dr, and proceeding westerly along N Park Dr to N Pine St, and proceeding northerly along N Pine St to the point of beginning.

6. District 6.

The region bounded and described as follows: All of that portion of Madera County bounded and described as follows: Beginning at the point of intersection of E 9th St and S Gateway Dr, and proceeding easterly along E 9th St to S E St, and proceeding southerly along S E St to E 10th St, and proceeding northerly along E 10th St to S D St, and proceeding southerly along S D St to E 11th St, and proceeding easterly along E 11th St to Sunrise Ave, and proceeding easterly along Sunrise Ave to Ave 14 1/2, and proceeding easterly along Ave 14 1/2 to the Madera city line, and proceeding easterly along the Madera city line to the Parksdale/Madera census designated place/city line, and proceeding westerly along the Parksdale/Madera census designated place/city line to the Madera city line, and proceeding southerly along the Madera city line to the Parkwood/Madera census designated place/city line, and proceeding westerly along the Parkwood/Madera census designated place/city line to S Madera Ave, and proceeding northerly along S Madera Ave to S Gateway Dr, and proceeding northerly along S Gateway Dr to the point of beginning.]

The foregoing district boundaries are depicted on the "City Council District Boundaries Map" in Ordinance ___ C.S. and on file in the City Clerk's Office. These boundaries will remain in effect until amended by ordinance as set forth herein and required by law.



(D) Notwithstanding any other provision of this Section, and pursuant to California Elections Code § 21606 (a) and (b), each of the Council Members currently in office at the time this Ordinance takes effect shall continue in office until the expiration of the full term to which he or she was regularly elected or appointed. Any vacancy in or recall election for a Council term currently in effect shall be filled based on the Council districts in effect at the time the current Council term was last regularly elected.

SECTION 3. Continuation of Council Elections by District. City Council elections shall continue to be conducted "by districts" in six districts as set forth herein, with a Mayor separately elected at-large. The term 'by district' shall mean election of members of the legislative body by voters of the district alone," as provided in Government Code § 34871(d).

SECTION 4. Conflicting Provisions. All ordinances and resolutions, or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 5. Effectuation. The City Manager and City Clerk are directed to take all necessary steps to give effect to this Ordinance. If necessary to facilitate the implementation of this Ordinance, the City Clerk or his or her designee is authorized to make technical adjustments to the election district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

SECTION 6. Transmittal to County. The City Clerk is hereby directed to provide a certified copy of this Ordinance to the Madera County Registrar of Voters and of the GIS Shapefile reflecting the adjusted boundaries for use in subsequent Madera City Council Elections.

SECTION 7. Compliance with California Environmental Quality Act. This activity is exempt from environmental review under the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) pursuant to State CEQA Guidelines, (Cal. Code Regs., tit. 14, § 15000 et seq.) §§ 15061(b)(3), 15320, and 15378(b)(3). The redistricting process is an organizational and administrative activity of the City, does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment, and is therefore not a project for purposes of CEQA. (State CEQA Guidelines, §§ 15061(b)(3); 15378(b)(5).) In the event the transition process does constitute a project, it is categorically exempt under the Class 20 (Changes in the Organization of Local Governments) categorical exemption. (State CEQA Guidelines, § 15320.) None of the exceptions to the exemptions found in State CEQA Guidelines, § 15300.2 apply.

SECTION 8. Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part

thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 9. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 10. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Madera, pursuant to all legal requirements.

PASSED, APPROVED, AND ADOPTED this 6th day of April, 2022.

Santos Garcia, Mayor

I, Alicia Gonzales, City Clerk of the City of Madera, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Madera held on the 16th day of March, 2022, and was adopted at a regular meeting of the City Council of the City of Madera on the 6th day of April, 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Alicia Gonzales, City Clerk

REPORT TO THE CITY COUNCIL

Approved by:

Gary Conte, Planning Manager

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Item: C-1

SUBJECT:

Torres Way General Plan Amendment (GPA 2021-01) and related Negative Declaration (ENV 2021-64)

RECOMMENDATION:

Hold a public hearing, make the necessary findings, and adopt a resolution adopting the Initial Study/Negative Declaration and approve a General Plan Land Use designation amendment from LD (Low Density Residential) to HD (High Density Residential)

PROPOSAL:

A General Plan Amendment for the properties at the west side of Torres Way. The proposal includes an amendment to the General Plan Land Use designation from LD (Low Density Residential) to HD (High Density Residential). Pursuant to the California Environmental Quality Act (CEQA), the City prepared an Initial Study/Negative Declaration for the proposed project. No development is proposed for the 1.18-acre site as part of this proposal at this time.

Table 1: *Project Overview*	
Project Number:	General Plan Amendment (GPA) 2021-01
Applicant:	Alfredo Martinez
Property Owner:	Mario Nava
Location:	West side of Torres Way between West Lincoln Avenue and West South Street
Project Area:	1.18 acres, 51,400 square feet
Plan Land Use:	LD (Low Density Residential)
Zoning District:	R3 (High Density)
Site Characteristics	The project site is vacant with surrounding parcels predominantly developed with single family and multifamily residences to the north, south and east. To the west of the site is a large overflow parking area associated with Madera 2, a drive-in movie theatre. A small number of surrounding sites are undeveloped. Street frontage improvements vary between parcels, with some parcel frontages undeveloped and others including curb, gutter, and sidewalk.

SUMMARY:

The applicant, Mario Nava, is proposing a General Plan Amendment (GPA 2021-01) to bring the current R3 (High Density Residential) zoning district into consistency with the General Plan. Should the GPA be adopted, the applicant intends to develop one lot with a duplex residential unit consistent with the R3 zoning standards; however, the City does not currently have a building permit application for development.

It is noted that the Madera Municipal Code (MMC) allows single family dwellings and duplex dwellings to be reviewed ministerially as part of the building permit application. The duplex is anticipated to provide compatible single-family residences surrounding the site. The GPA is compatible with surrounding land uses and the project site is consistent with development standards contained within the Zoning Ordinance, General Plan and other applicable City plans and policies.

SURROUNDING LAND USES:

Table 2: *Bordering Site Information*

Direction	*Existing Use*	*General Plan Designation*	*Zone District*
North	Single family residential	Low Density	R3 – High Density
East	Single family residential	Low Density	R1 - Low Density
South	Vacant lot with single family residential beyond	Low Density	C1 – Commercial
West	Parking lot associated with drive-in movie theater	High Density	R3 – High Density

ANALYSIS:

The MMC establishes procedures for the review and approval of GPAs (Section 10-3.1501). Additional development standards exist in the MMC, such as parking, setback, height, etc. for when physical development comes forward on the site. In addition to the MMC, the City's General Plan includes community design, land use, circulation and infrastructure goals and policies specific to development within the City. The GPA is supported by policies within the Housing Element which include Policy H-1.1; Policy H-1.2; Policy H-1.3; and Policy H-3.2, discussed below in more detail.

The project proposes a GPA from LD (Low Density) residential to HD (High Density) residential land use designation. Enacting this amendment will bring continuity to the form of surrounding General Plan land use designations in addition to allowing the underlying zoning district to then become consistent for the current R3 (High Density) residential zoning district.

The General Plan in Chapter 8 'Land Use Element' identifies low density residential as:

> *"…residential development at a density of 2.1 to 7 units per acre, with a target density of 5.25 units per acre. The Low Density Residential category represents the traditional single-family neighborhood with a majority of single-family detached homes. This is the predominant land use category of the City's residential areas. "*

High density residential is identified as:

> *"…residential development at a range of 15.2 To 50 units per acre, with a target density of 22.5 units per acre. High density residential is the most urban residential category available. The predominant style of development is larger apartment and condominium complexes. Vertical mixed-use projects with residential use are typically developed in the high-density category. Parking for these facilities is often provided in traditional surface lots located around the complex, although at higher densities parking may be in a parking structure or underground. This designation is intended to be applied to lands within walking distance of existing or planned shopping districts, and in Village Centers"*

General Plan Amendment

The proposed project would be consistent with the General Plan as it recognizes the natural evolution of land uses over time. The General Plan currently designates the project site as LD (Low Density Residential) land use. The low-density designation provides for residential development at a density of 2.1 to 7 units per acre, with this category representing the traditional single-family neighborhood. This designation does not reflect the site-specific surroundings of the site or the opportunity for higher density designations where appropriate. The R3 zone allows for a greater number of residential units than the LD designation. The R3 zoning district allows for residential development at a ratio of one unit for every 1,800 square feet of site area. This amendment would promote the goals, policies, and objectives of the General Plan in the following housing policy categories:

- Policy H-1.1: The City shall ensure continued availability of suitable sites for construction of a variety of housing.
- Policy H-1.2: The City shall promote infill development and reuse of underutilized parcels, consistent with maintaining or enhancing the positive qualities of the surrounding neighborhoods.
- Policy H-1.3: Where appropriate, the City shall encourage developers/builders to develop their projects at the maximum density allowed under the General Plan land use designations and zoning provisions.
- Policy H-3.2: The City shall work to improve housing availability and conditions of lower- income households.

The proposed GPA adapts to changing needs to ensure continued availability of housing sites, promoting infill development, maximizing density and improving housing availability. The GPA promotes the fulfillment of these policy objectives.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEW:

The proposed project has been reviewed for compliance with CEQA. The City has prepared an initial study and determined that the project could not have a significant effect on the environment, and that a Negative Declaration is appropriate for this project. The Initial Study/Negative Declaration (IS/ND) was published for a 21-day review and comment period commencing on February 10, 2022 and ending on March 4, 2022. No comments have been received as of the date of this report.

PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing to consider the project at their regular meeting on March 8, 2022. No members of the public addressed the Commission on this item. On a 5-0 vote, the Planning Commission adopted Resolution No. 1906, recommending that the City Council Adopt the proposed project and related Initial Study/Negative Declaration. The Planning Commission resolution recommending approval of the project is included in Attachment 9.

PUBLIC NOTICE:

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within at least a 300-foot radius of the subject property.

FISCAL IMPACT:

The applicant paid $6,225 in Planning Department entitlement fees to offset the cost associated with processing GPA 2021-01. Additional fees will be required from the Planning, Engineering and Building Departments in conjunction with on-site development, civil improvement plans and building plan check and permitting.

ALTERNATIVES:

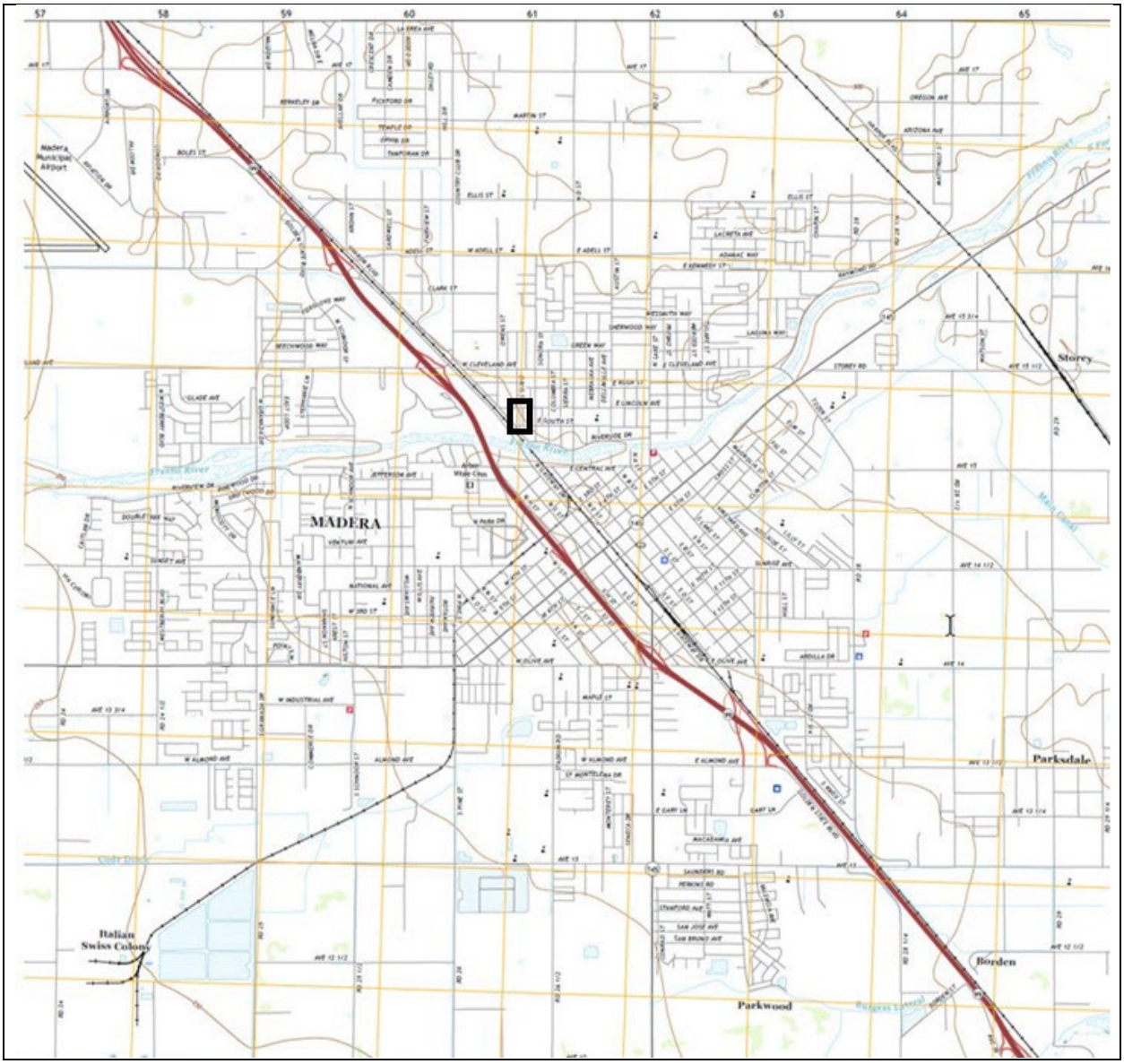
The Council could consider alternatives other than the Planning Commission and staff's recommendation for approval of the General Plan amendment. Those include:

1. Denial of the request for a General Plan amendment. Should the request be denied, the subject site would remain subject to the current General Plan Land Use designation.
2. Continue the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

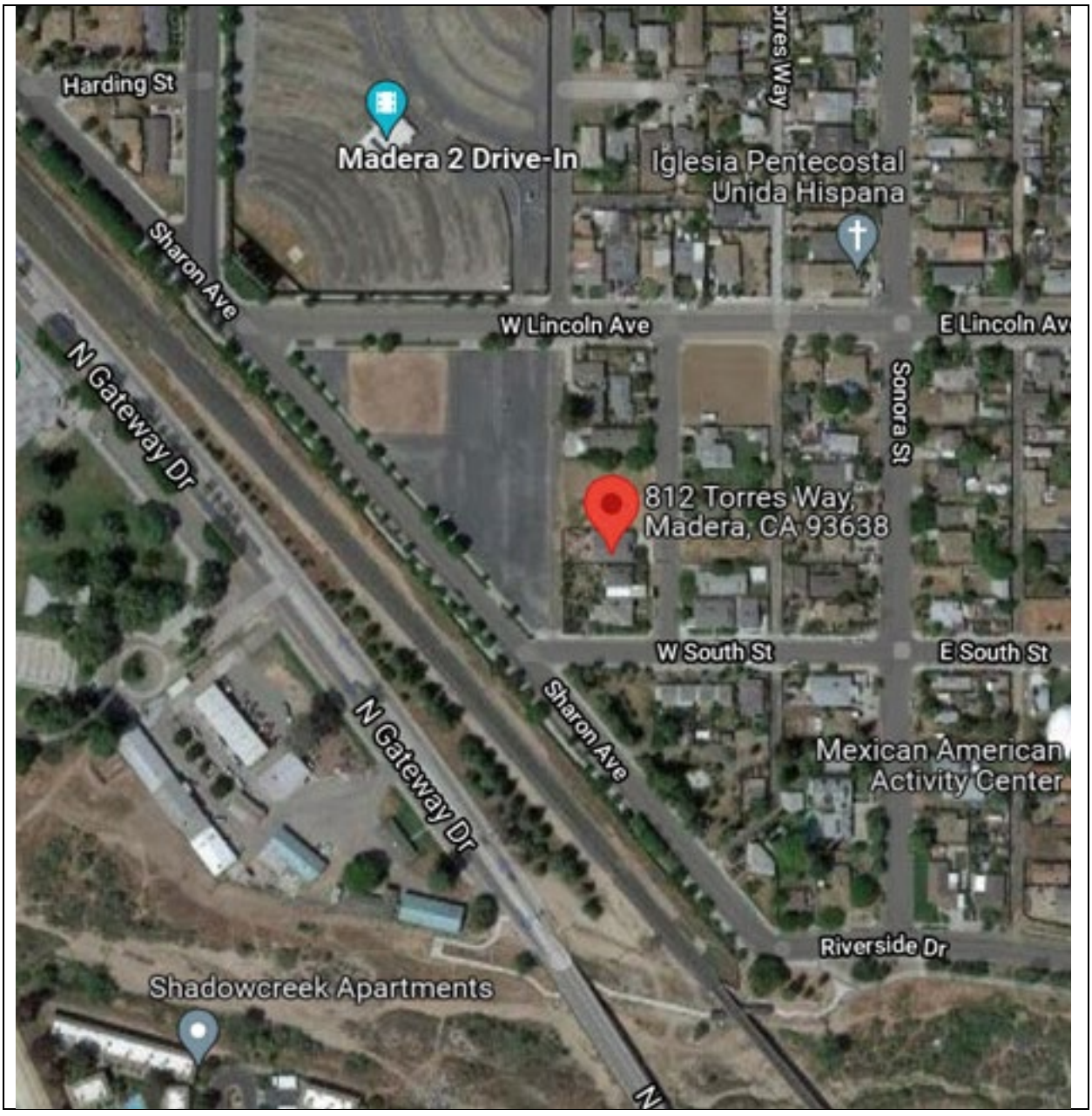
ATTACHMENTS:

1. Vicinity Map
2. Aerial Photo
3. General Plan Land Use Map - existing
4. General Plan Land Use Map - proposed
5. Zoning Map
6. Site Plan
7. City Council Resolution
8. Initial Study/Negative Declaration (IS/ND) for SPR 2021-01
9. Planning Commission Resolution No. 1906

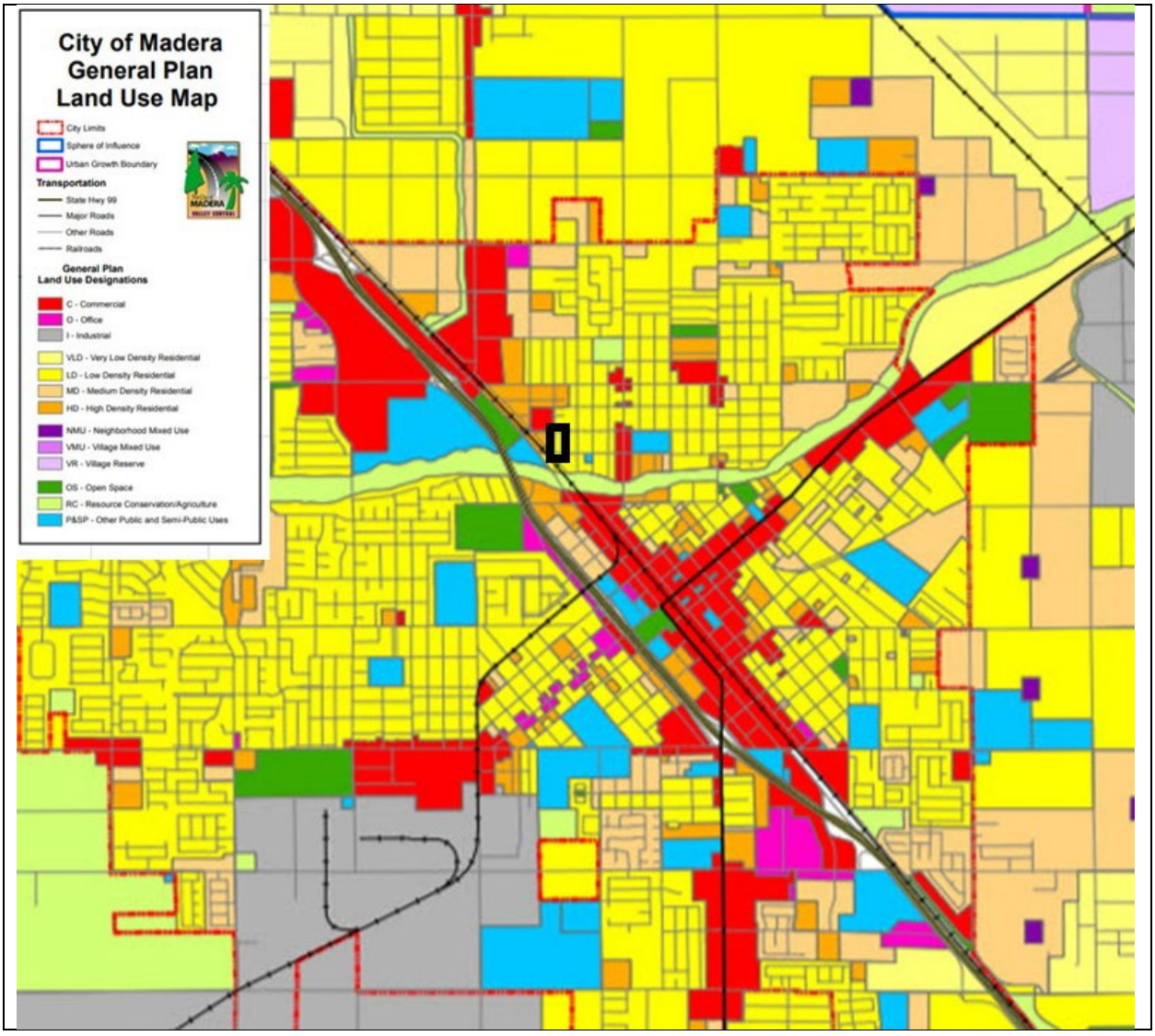
Attachment 1: Vicinity Map



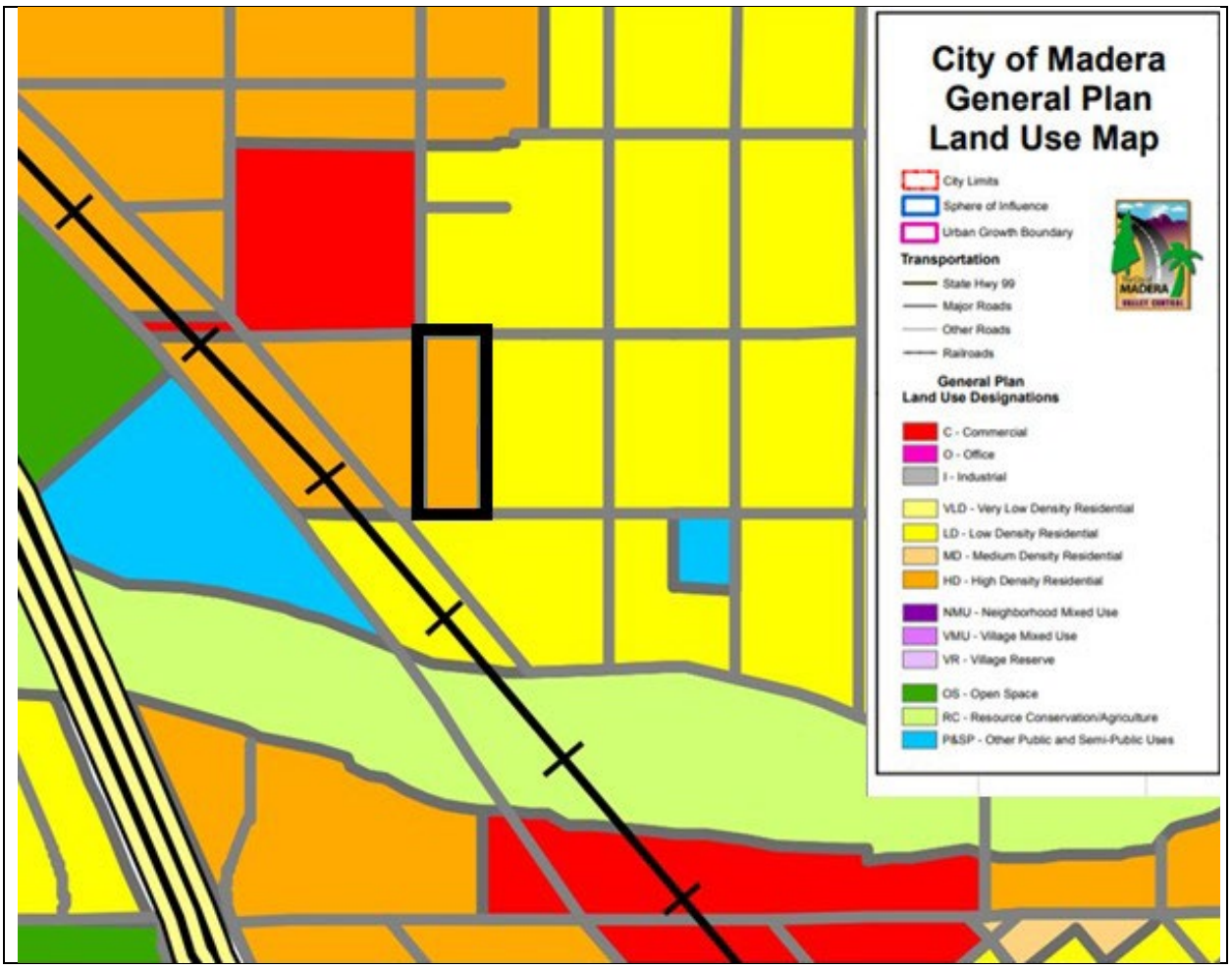
Attachment 2: Aerial Photo



Attachment 3: General Plan Land Use Map - Existing



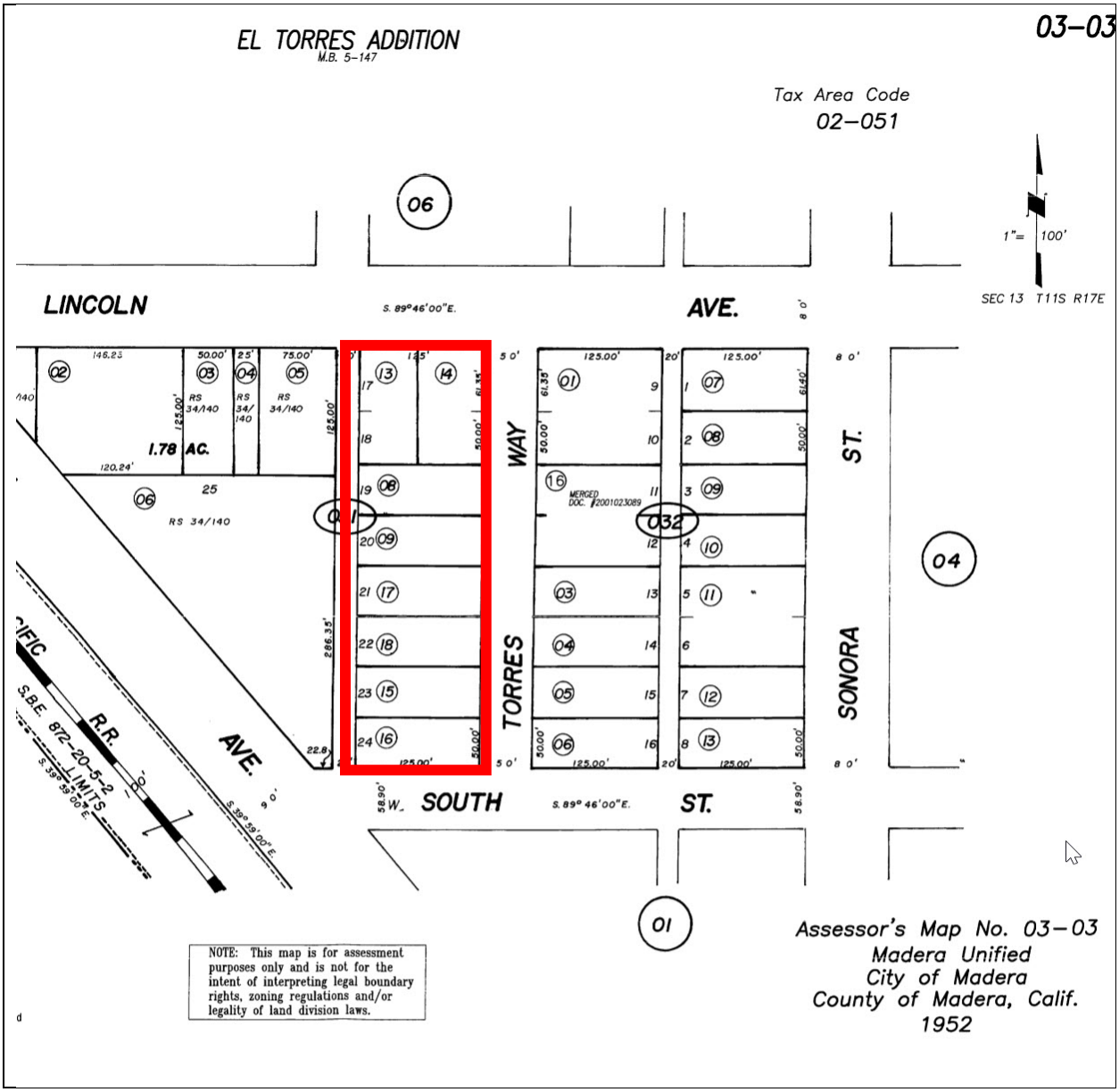
Attachment 4: General Plan Land Use Map - Proposed



Attachment 5: Zoning Map



Attachment 6: Site Plan



Attachment 7: City Council Resolution

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE INITIAL STUDY/NEGATIVE DECLARATION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE AMENDMENT OF THE GENERAL PLAN LAND USE DESIGNATION AT THE WEST SIDE OF TORRES WAY BETWEEN WEST LINCOLN AVENUE AND WEST SOUTH STREET FROM THE LD (LOW DENSITY) TO HD (HIGH DENSITY)

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, a proposal has been made requesting an amendment to the Madera General Plan amending the land use designation for approximately 1.18 acres of property located at the west side of Torres Way from LD (Low Density) land use designation to the HD (High Density) land use designation, as shown in the attached Exhibit A; and

WHEREAS, the proposed General Plan amendment will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the proposed General Plan amendment is compatible with the neighborhood and not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared an initial study and Negative Declaration (IS/ND) for the project in compliance with the California Environmental Quality Act; and

WHEREAS, following a public hearing on March 8, 2022, the Planning Commission adopted Resolution No. 1906, recommending adoption of the IS/ND, and approval of the General Plan Amendment, which resolution is incorporated herein by reference and available for review at City Hall during normal business hours; and

WHEREAS, the Negative Declaration, General Plan amendment were distributed for public review and comment to various local agencies and groups, and notice of public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, based upon the testimony and information presented at the hearing, including the Initial study and Negative Declaration and all evidence in the whole record pertaining to this matter, the City Council found that the Negative Declaration has been prepared pursuant to the California Environmental Quality Act, that there is no substantial evidence that the project will have a significant effect on the environment, and that the document reflects the independent judgment of the City of Madera, and was adopted in accordance with the California Environmental Quality Act; and

WHEREAS, the City Council has completed its review of the staff report and documents submitted for the proposed project, evaluated the information and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. An environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the City Council finds there is no substantial evidence in the record that this project may have a significant direct, indirect or cumulative effect on the environment, and that a Negative Declaration is appropriate for this project. The City Council further finds the Initial Study and Negative Declaration were timely and properly published and noticed as required by CEQA, and no comments were received by the City within the 21-day comment period. The Council hereby adopts the Initial Study/Negative Declaration.

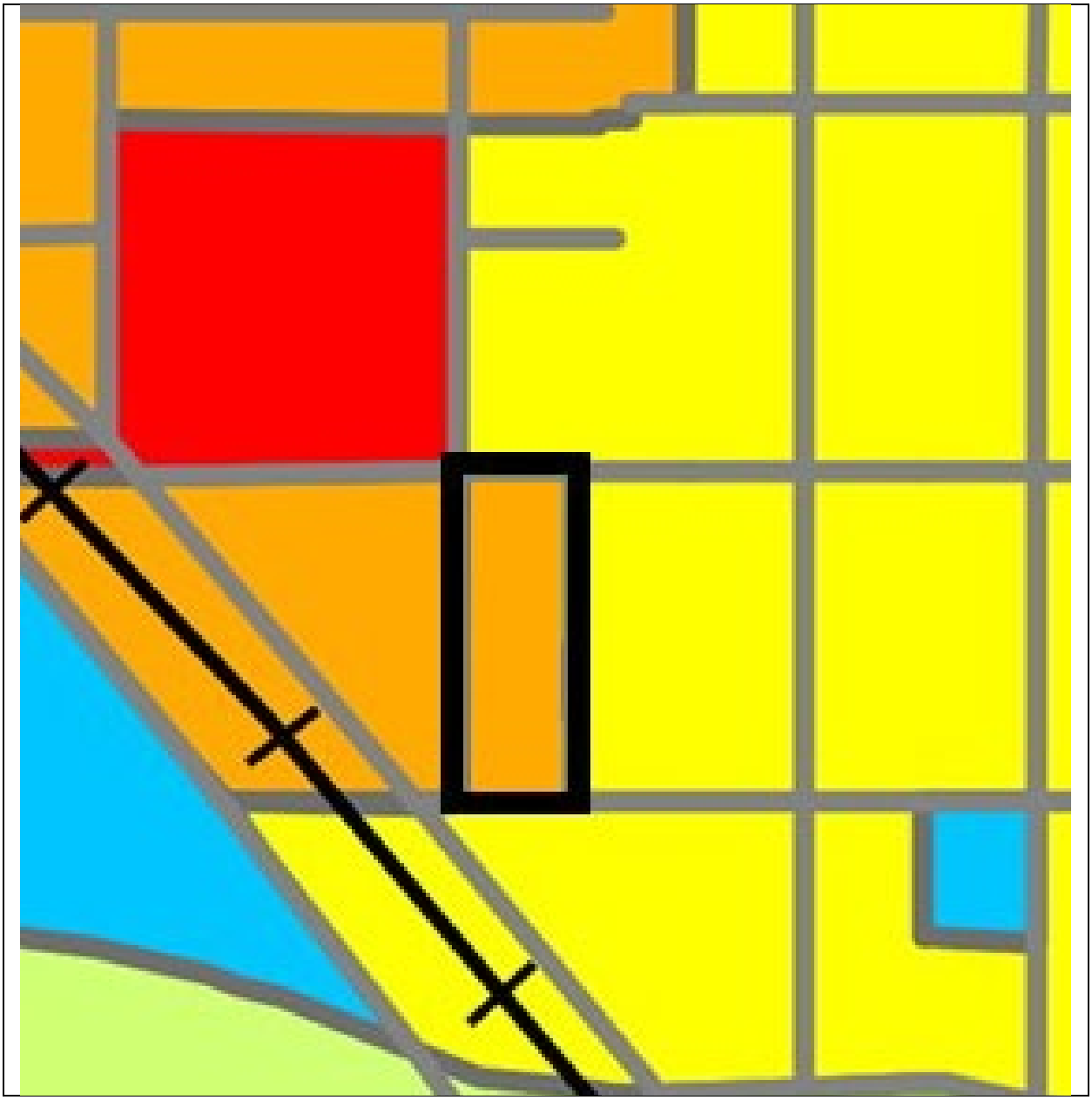
3. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby approves the amendment of the City of Madera General Plan Land Use Map as specified in attached Exhibit "A" which is incorporated by reference.

4. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the proposed amendment to the City of Madera General Plan Land Use Map is hereby found consistent with all elements of the Madera General Plan.

5. This resolution is effective upon adoption.

* * * * *

EXHIBIT 'A'



Attachment 8: Initial Study/Negative Declaration (IS/ND) for GPA 2021-01

Torres General Plan Amendment (GPA 2021-01, ENV 2021-64)

Initial Study / Negative Declaration

February 2022

Prepared by:

The City of MADERA

Planning Department
205 W. 4th Street
Madera, CA 93637

Table of Contents

Chapter 1 Introduction 1-1
1.1 Regulatory Information 1-1
1.2 Document Format 1-1
Chapter 2 Project Description 2-1
2.1 Project Background 2-1
2.1.1 Project Title 2-1
2.1.2 Lead Agency Name and Address 2-1
2.1.3 Contact Person and Phone Number 2-1
2.1.4 Study Prepared By 2-1
2.1.5 Project Location 2-1
2.1.6 Latitude and Longitude 2-1
2.1.7 General Plan Designation 2-1
2.1.8 Zoning 2-2
2.1.9 Description of Project 2-2
2.1.10 Site and Surrounding Land Uses and Setting 2-2
2.1.11 Other Public Agencies Whose Approval May Be Required 2-3
2.1.12 Consultation with California Native American Tribes 2-3
Chapter 3 Determination 3-8
3.1 Environmental Factors Potentially Affected 3-8
3.2 Determination 3-9
Chapter 4 Impact Analysis 4-1
4.1 Aesthetics 4-1
4.1.1 Impact Assessment 4-1
4.2 Agriculture and Forestry Resources 4-3
4.2.1 Impact Assessment 4-3
4.3 Air Quality 4-5
4.3.1 Impact Assessment 4-5
4.4 Biological Resources 4-8
4.4.1 Impact Assessment 4-8
4.5 Cultural Resources 4-10
4.5.1 Impact Assessment 4-10

4.6 Energy 4-12
4.6.1 Impact Assessment 4-12
4.7 Geology and Soils 4-13
4.7.1 Impact Assessment 4-14
4.8 Greenhouse Gas Emissions 4-16
4.8.1 Impact Assessment 4-16
4.9 Hazards and Hazardous Materials 4-18
4.9.1 Impact Assessment 4-18
4.10 Hydrology and Water Quality 4-21
4.10.1 Impact Assessment 4-22
4.11 Land Use and Planning 4-24
4.11.1 Impact Assessment 4-24
4.12 Mineral Resources 4-25
4.12.1 Impact Assessment 4-25
4.13 Noise 4-26
4.13.1 Impact Assessment 4-26
4.14 Population and Housing 4-28
4.14.1 Impact Assessment 4-28
4.15 Public Services 4-29
4.15.1 Impact Assessment 4-29
4.16 Recreation 4-30
4.16.1 Impact Assessment 4-30
4.17 Transportation 4-31
4.17.1 Impact Assessment 4-31
4.18 Tribal Cultural Resources 4-33
4.18.1 Impact Assessment 4-33
4.19 Utilities and Service Systems 4-35
4.19.1 Impact Assessment 4-35
4.20 Wildfire 4-37
4.20.1 Impact Assessment 4-37
4.21 CEQA Mandatory Findings of Significance 4-39
4.21.1 Impact Assessment 4-39

List of Figures

Figure 2-1: Regional Location 2-4
Figure 2-2: Aerial 2-5
Figure 2-3: Zone District Map 2-6
Figure 2-4: General Plan Land Use Designation Map 2-7

List of Tables

Table 2-1 Existing Uses, General Plan Designations, and Zone Districts of Surrounding Properties 2-2

Chapter 1 Introduction

The City of Madera has prepared this Initial Study/ Negative Declaration (IS/ND) on behalf of Alfredo Martinez (applicant) and Mario Nava (owner) to address the environmental effects of the Torres General Plan Amendment (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et. seq. The City of Madera is the CEQA lead agency for this proposed Project.

The site and the proposed Project are described in detail in Chapter 2 Project Description.

1.1 Regulatory Information

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, *et seq*.)-- also known as the CEQA Guidelines-- Section 15064 (a)(1) states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A Negative Declaration (ND) may be prepared instead if the lead agency finds that there is *no substantial* evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a ND or *mitigated* ND shall be prepared for a project subject to CEQA when either:

a. *The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or*
b. *The IS identified potentially significant effects, but:*
    1. *Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed MND and IS is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and*
    2. *There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as revised may have a significant effect on the environment.*

1.2 Document Format

This IS/ND contains five chapters plus appendices. Chapter 1 Introduction, provides an overview of the proposed Project and the CEQA process. Chapter 2 Project Description, provides a detailed description of proposed Project components. Chapter 3 Determination identifies the environmental factors potentially affected based on the analyses contained in this IS and includes the Lead Agency's determination based upon those analyses. Error! Reference source not found. Impact Analysis presents the CEQA checklist and environmental analyses for all impact areas and the mandatory findings of significance. A brief discussion of the reasons why the Project impact is anticipated to be less than significant or why no impacts are expected is included.

Chapter 2 Project Description

2.1 Project Background

2.1.1 Project Title

Torres General Plan Amendment (GPA 2021-01, ENV 2021-64)

2.1.2 Lead Agency Name and Address

City of Madera Planning Department
205 W. 4th Street
Madera, CA 93637

2.1.3 Contact Person and Phone Number

Lead Agency Contact

Gary Conte, AICP, Planning Manager, (559) 661-5430, gconte@madera.gov

Applicant Information

Alfredo Martinez, 14160 West C Street, Kerman, CA 93630

2.1.4 Study Prepared By

City of Madera Planning Department
205 W. 4th Street
Madera, CA 93637

2.1.5 Project Location

The Project is located on the west side of Torres Way in the City of Madera, Madera County, California (Assessor Parcel Numbers [APN] 003-031-008, 009, 013, 014, 015, 016, 017, 018). Regional access to the Project site is provided by State Route (SR) 99 and Highway 145 which are located within 0.5 miles of the site. Local access to the Project site is provided by West Lincoln Avenue and West South Street onto Torres Way. Figure 2-1 depicts the regional and local context of the project site. Figure 2-2 is an aerial view of the Project site and its vicinity.

2.1.6 Latitude and Longitude

The centroid of the Project area is 36° 58' 15.0" N, 120° 04' 04.8" W.

2.1.7 General Plan Designation

The Project site is planned LD (Low Density Residential) (see Figure 2-4).

2.1.8 Zoning

The Project site is zoned R3 (one unit per 1,800 square feet) (see Figure 2-3).

2.1.9 Description of Project

Project Description

The proposal (GPA 2021-01) is for the amendment of the General Plan land use designation from the current LD (Low Density Residential) to HD (High Density Residential). The existing zoning of R3 (One unit per 1,800 square feet [sqft]) for the Project site is consistent with the proposed General Plan land use designation of HD (High Density Residential).

The requested change in the land use designation from Low Density Residential to High Density Residential would allow for the potential to accommodate higher density development on-site beyond what is currently planned in the General Plan. However, the existing R3 zoning already allows for development on-site at a density consistent with the proposed HD land use designation. Further, the applicant has not submitted any plans to develop the Project site at this time. Therefore, the analysis contained in this IS/ND is limited in its review to the GPA, with reference to future development where relevant.

2.1.10 Site and Surrounding Land Uses and Setting

Project Setting

The Project site comprises eight developed and undeveloped lots totaling 1.18 acres (51,375 sf). There are a total of seven principle structures, occupied as residential dwellings. Two of the eight lots remain vacant, are void of vegetation, and are regularly disced for vegetation management.

Surrounding Land Uses

Residential uses interspersed with vacant lots exist to the north, east, and south with an at-grade parking lot to the west associated with the Madera 2 Drive-In movie theater. The existing residential uses are a mix of single-family and duplex units. In the wider vicinity, the Madera 2 Drive-In is located directly to the northwest and commercial uses along North D St are approximately 0.3 miles from the site, representing a seven-minute walk.

Table 2-1 Existing Uses, General Plan Designations, and Zone Districts of Surrounding Properties

Direction from Project Site	Existing Use	General Plan Designation	Zone District
North	Single family residential	Low Density Residential	R3 *(One unit per 1,800 sqft)*
East	Single family residential; duplex; vacant lots	Low Density Residential	R1 *(One unit per 6,000 sqft)*
South	Vacant lot; duplex	Low Density Residential	C1 *(Light Commercial)*
West	Parking lot associated with drive in movie theater	High Density Residential	R3 *(One unit per 1,800 sqft)*

2.1.11 Other Public Agencies Whose Approval May Be Required

Other agencies, including but not necessarily limited to the following, may have authority to issue permits prior to Project implementation:

- San Joaquin Valley Air Pollution Control District (SJVAPCD).

2.1.12 Consultation with California Native American Tribes

Pursuant to Public Resource Code section 21080.3.1 California Native American Tribes must be contacted regarding affiliations and notified to confirm if consultation is required as part of the project (Assembly Bill [AB] 52). Notification is required in writing for any California Native American Tribe that has traditionally and culturally affiliated with the geographic area where the project is located and the Tribe has previously requested notification about projects in that area. A plan for consultation may be requested that includes, for example, the determination of significance of impact to tribal cultural resources, procedures regarding confidentiality, etc. The project is also subject to Government Code Section 65352.3 (Senate [SB] 18) due to the GPA. Tribes have 30 and 90 days respectively from receipt of notification to request formal consultation.

The City provided formal notification to the Big Sandy Rancheria of Western Mono Indians on October 1, 2021 and no response was received within the 30 and 90 day periods for formal consultation under AB 52 and SB 18.

Figure 2-1: Regional Location

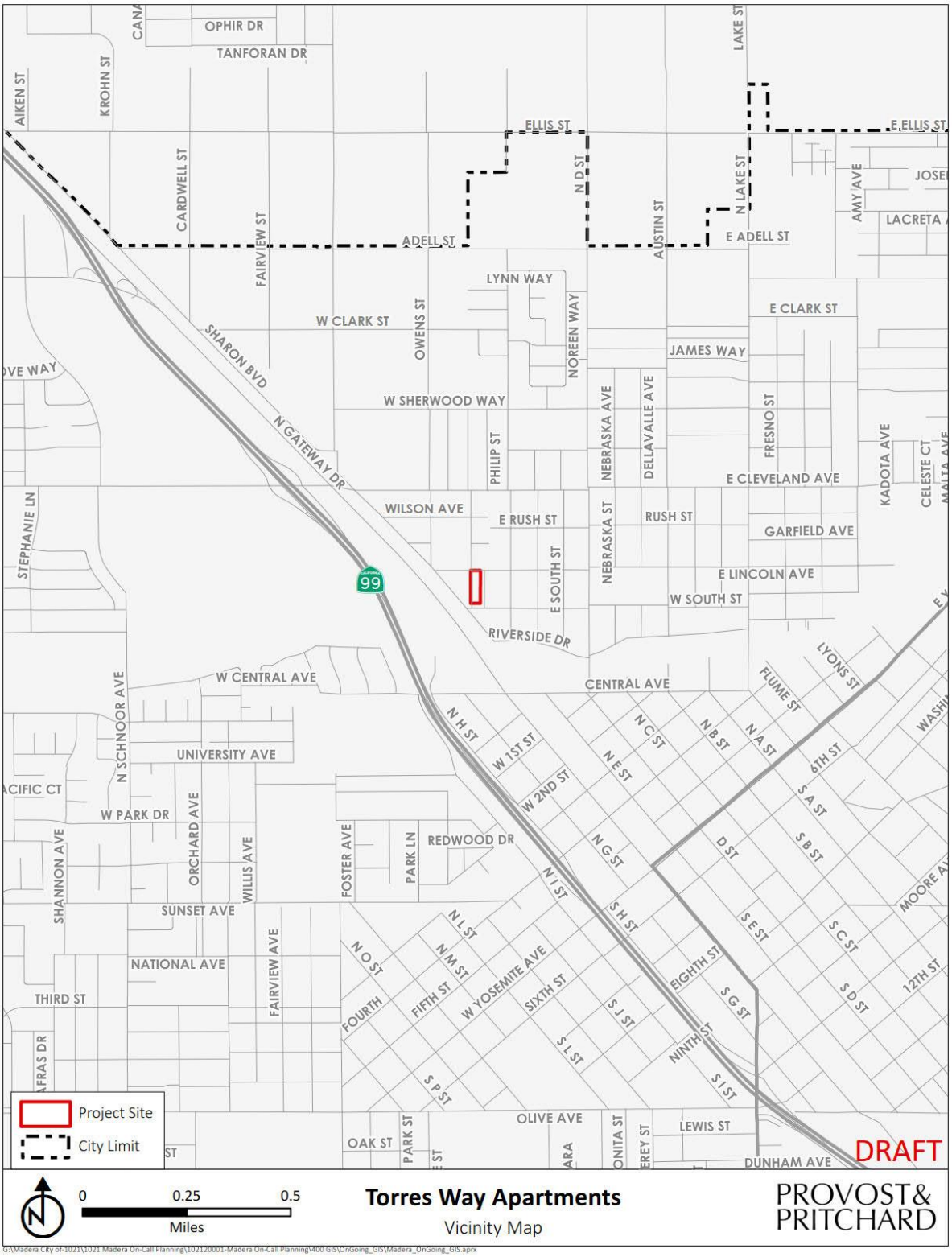


Figure 2-2: Aerial



Figure 2-3: Zone District Map

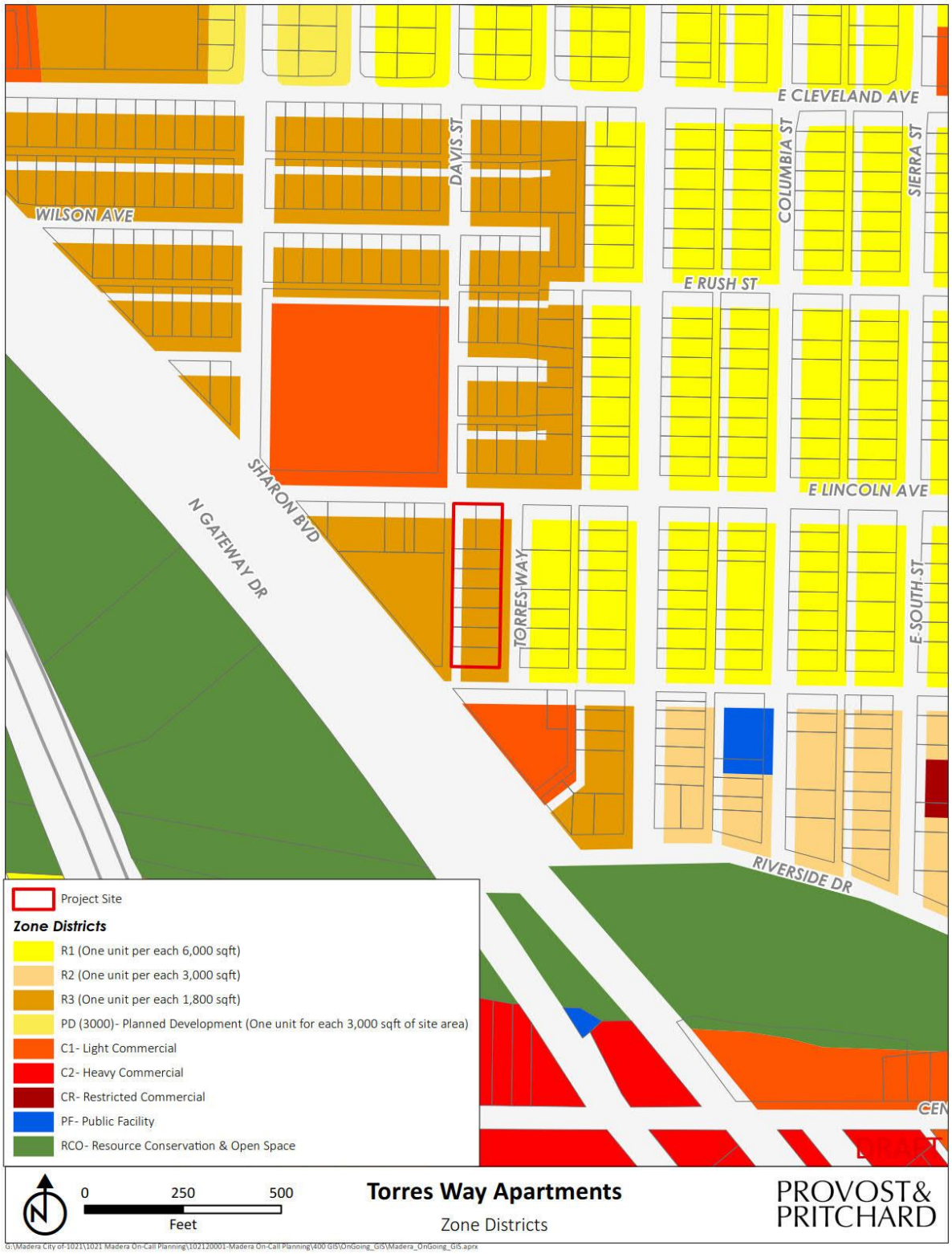
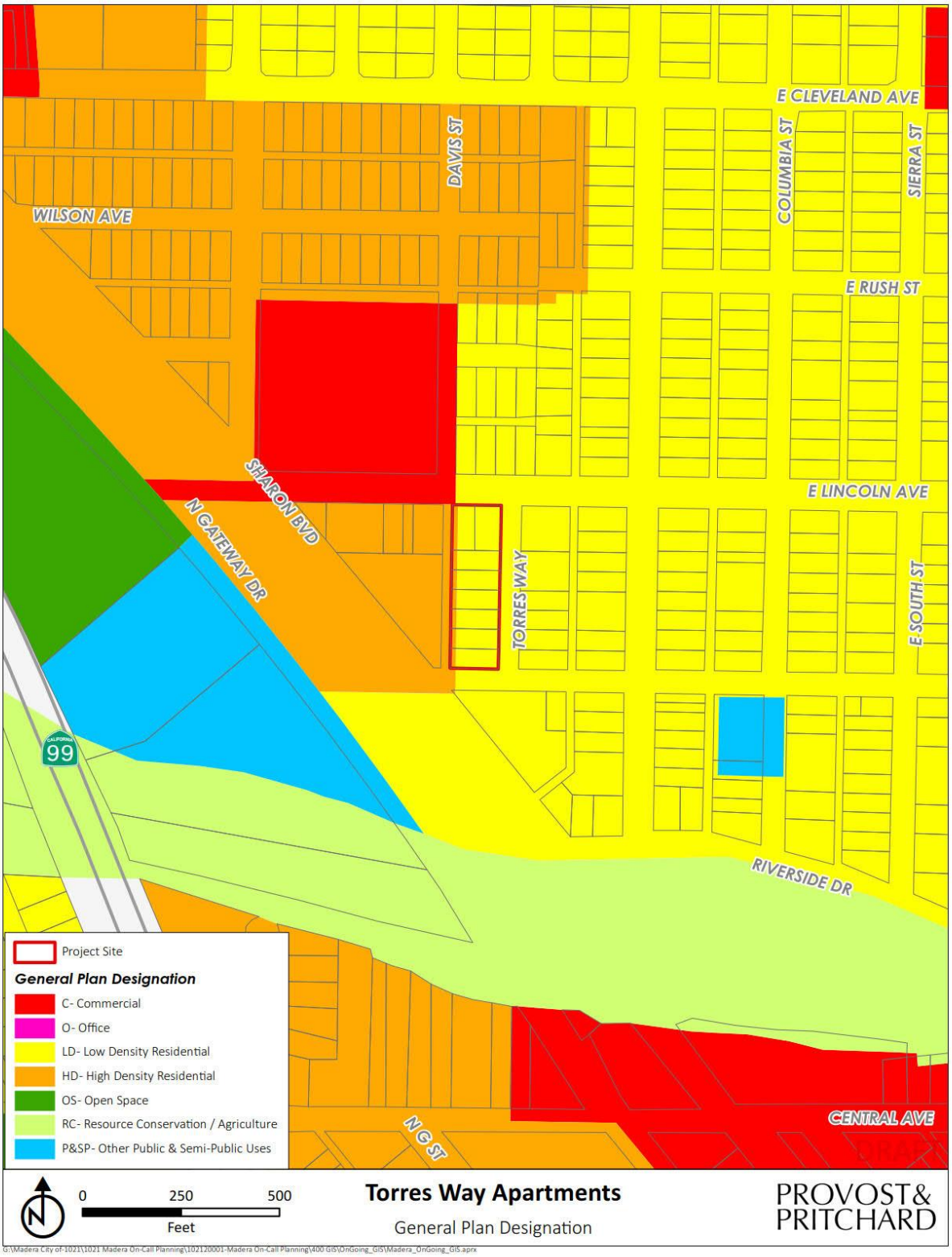


Figure 2-4: General Plan Land Use Designation Map



Chapter 3 Determination

3.1 Environmental Factors Potentially Affected

As indicated by the discussions of existing and baseline conditions, and impact analyses that follow in this Chapter, environmental factors not checked below would have no impacts or less than significant impacts resulting from the project. Environmental factors that are checked below would have potentially significant impacts resulting from the project. Mitigation Measures are recommended for each of the potentially significant impacts that would reduce the impact to less than significant.

☐ Aesthetics	☐ Agriculture & Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

The analyses of environmental impacts in Chapter 4 Impact Analysis result in an impact statement, which shall have the following meanings.

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

Less than Significant with Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less Than Significant Impact. This category is identified when the proposed Project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. "No Impact" answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

3.2 Determination

On the basis of this initial evaluation (to be completed by the Lead Agency):

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature

Feb. 9, 2022

Date

Arnoldo Rodriguez, City Manager

Printed name and position

Chapter 4 Impact Analysis

4.1 Aesthetics

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

4.1.1 Impact Assessment

a) Would the project have a substantial adverse effect on a scenic vista?

No impact. The project will not result in the obstruction of federal, state or locally classified scenic areas, historic properties, community landmarks, or formally classified scenic resources, such as a scenic highway, national or state scenic area, or scenic vista.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No impact. The project will not damage scenic resources, including, but not limited to, rock outcroppings and historic buildings, or state scenic highway.

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area,

would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than significant impact. The project would not degrade the existing visual character or quality of the site and surroundings under examination. The proposed project would not alter the landforms, view sheds, and overall character of the area.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than significant impact. Existing light sources within the project vicinity affect day and nighttime views to an extent that is equal to or greater than light sources from the project. There will be new sources of light and glare and other aesthetic impacts associated with urban development should construction occur following the GPA, but the overall impact will be minimal.

4.2 Agriculture and Forestry Resources

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

4.2.1 Impact Assessment

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No impact. The project site is not used for agricultural production and is not designated Prime Farmland, Unique Farmland, or Farmland of Statewide Importance on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency. The surrounding area is characterized by residential and commercial uses. Furthermore, the Farmland Mapping and Monitoring Program categorizes the project site as Urban and Built-Up land. Examples of Urban and Built-Up Land include residential, industrial, commercial, institutional facilities, and other urban uses.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No impact. The project site is located within the R3 Zoning District. With implementation of the proposed project, the site zoning would remain. This zoning district does not allow for intensive agricultural uses, and the site is not protected, eligible, or in conflict with a Williamson Act contract.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No impact. As described above the project site is zoned R3 and would not be rezoned. The project site is currently a mix of developed and undeveloped lots. Neither the project site nor the surrounding area is zoned for forest land, timberland, or timberland production.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No impact. The project site is located in an area of the city that is characterized by an urban setting. No forest or timberland exists on the project site or in the surrounding area. Therefore, the proposed project would not result in the loss of forest land or the conversion of forest land to non-forest use.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No impact. The project site is currently made up of developed and undeveloped lots with the remaining vacant lots being regularly disced to manage vegetation growth. The proposed project would not result in a conversion of farmland on or off the project site to non-agricultural uses because there are no agricultural uses on or in the immediate vicinity of the project site.

4.3 Air Quality

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

4.3.1 Impact Assessment

Thresholds of Significance

To assist local jurisdictions in the evaluation of air quality impacts, the San Joaquin Valley Air Pollution Control District (SJVAPCD) has published the *Guide for Assessing and Mitigating Air Quality Impacts*. This guidance document includes recommended thresholds of significance to be used for the evaluation of short-term construction, long-term operational, odor, toxic air contaminant, and cumulative air quality impacts. Accordingly, the SJVAPCD recommended thresholds of significance are used to determine whether implementation of the proposed Project would result in a significant air quality impact. Projects that exceed these recommended thresholds would be considered to have a potentially significant impact to human health and welfare. The thresholds of significance are summarized, as follows:

Short-Term Emissions of Particulate Matter (PM_{10}): Construction impacts associated with the proposed Project would be considered significant if the feasible control measures for construction in compliance with Regulation VIII as listed in the SJVAPCD guidelines are not incorporated or implemented, or if project-generated emissions would exceed 15 tons per year (TPY).

Short-Term Emissions of Ozone Precursors (ROG and NOX): Construction impacts associated with the proposed Project would be considered significant if the project generates emissions of Reactive Organic Gases (ROG) or NO_X that exceeds 10 TPY.

Long-Term Emissions of Particulate Matter (PM_{10}): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of PM_{10} that exceed 15 TPY.

Long-Term Emissions of Ozone Precursors (ROG and NOX): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of ROG or NOX that exceeds 10 TPY.

Conflict with or Obstruct Implementation of Applicable Air Quality Plan: Due to the region's nonattainment status for ozone, $PM_{2.5}$, and PM_{10}, if the project-generated emissions of either of the ozone precursor pollutants (i.e., ROG and NO_x) or PM_{10} would exceed the SJVAPCD's significance thresholds, then the project would be considered to conflict with the attainment plans. In addition, if the project would result in a change in land use and corresponding increases in vehicle miles traveled, the project may result in an increase in vehicle miles traveled that is unaccounted for in regional emissions inventories contained in regional air quality control plans.

Local Mobile-Source CO Concentrations: Local mobile source impacts associated with the proposed Project would be considered significant if the project contributes to CO concentrations at receptor locations in excess of the CAAQS (i.e. 9.0 ppm for 8 hours or 20 ppm for 1 hour).

Exposure to toxic air contaminants (TAC) would be considered significant if the probability of contracting cancer for the Maximally Exposed Individual (i.e., maximum individual risk) would exceed 10 in 1 million or would result in a Hazard Index greater than 1.

Odor impacts associated with the proposed Project would be considered significant if the project has the potential to frequently expose members of the public to objectionable odors.

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than significant impact. The scale of development allowed by the GPA for a Project site of this size would not create substantial air emissions or result in a cumulatively considerable net increase of any non-attainment criteria pollutant. Construction impacts from any future development is deemed to be a short-term effect on air quality and primarily mitigated through dust control strategies, such as watering. Emissions from construction internal combustion engines produce small amount of air quality and dust issues. The project will not violate or result in a considerable net increase of any air quality standard or substantially contribute to an existing or projected air quality violation. The project will not expose sensitive receptors to any significant amount of pollutants, or create objectionable odors. The GPA will result in additional residential development that would not trigger specific air quality management measures or generation of criteria air pollutants that would exceed thresholds of significance.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less than significant impact. Sensitive receptors are defined as individuals that have an increased sensitivity to air pollution or environmental contaminants. Sensitive receptor locations include schools, day care centers, nursing homes, hospitals, and residential dwelling units. Following the GPA, construction contractors would be required to follow air quality management guidelines related to emissions and levels would be below the significance thresholds. Future uses (i.e., residential) would not fall within types of uses that would generate sources of substantial emissions that would expose sensitive receptors to substantial pollutant concentrations.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than significant impact. The proposed project would not result in odors that would be of a level or duration to be noticeable for extended periods beyond the project site. The resulting emissions would not adversely affect surroundings.

4.4 Biological Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

4.4.1 Impact Assessment

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in

local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

No impact. The project site is located in a built-out urban area and does not contain habitat that would support sensitive species. No known candidate, sensitive, or special-status animal species are known to be on the site. The United States Fish and Wildlife Service (USFWS) Threatened & Endangered Species Active Critical Habitat Report (Environmental Conservation Online System [ECOS]) does not identify any locations of critical habitat within approximately two miles of the project site. The Project site is void of any natural features, such as seasonal drainages, riparian or wetland habitat, rock outcroppings, or other native habitat or associated species. Shrubs and trees are present on immediately adjacent single family residential lots. There is little likelihood for special status animal or plant species to be located on the Project site. The proposed GPA would allow an intensification of the residential development at the site and would not result in adverse effects to special-status wildlife species.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No impact. The project site is a mix of developed and undeveloped lots in an urban setting. USFWS Threatened & Endangered Species Active Critical Habitat Report (ECOS) does not identify any locations of critical habitat within approximately two miles. The Project would therefore not result in any direct or indirect impacts to riparian corridor, stream channel, or potentially viable habitat in which sensitive species could be found.

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No impact. Based on a review of current and historical aerial images, the site does not contain any natural hydraulic features or State and/or federally protected wetlands. No wetlands have been reported or observed on site.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No impact. No portion of the project site or its immediate surroundings contains an open body of water that serves as natural habitat for fish. The site does not support established native resident or migratory wildlife or corridors that exist within or adjacent to the project site. The project site does not contain any native resident or migratory fish, wildlife species, or wildlife corridors. No habitat exists on the site for nesting birds protected by the Migratory Bird Treaty Act (MBTA) and California Fish and Wildlife Code Section 3503.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No impact. Trees or vegetation within the Project site are those associated with the residential dwellings and areas for potential development are void of trees. The City of Madera does not have a tree preservation ordinance. An encroachment permit is required from the City for the removal or replacement of street trees. The GPA would not conflict with any policies to protect street tress.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No impact. The proposed project would not conflict with the provisions of an adopted habitat conservation plan, natural community plan or other approved local, regional, or State habitat conservation plan.

4.5 Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

4.5.1 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?

No impact. To be eligible for listing in the California Register of Historic Resources, a cultural resource generally must be 50 years or older. Under CEQA, historical resources can include precontact (i.e. Native American) archaeological deposits, historic period archaeological deposits, historic buildings, and historic districts. Agencies considering projects subject to discretionary action must consider the potential impacts on cultural resources that may occur. The project would intensify the residential development on currently undeveloped sites with no listing, identification or historic resources defined in the general plan or by Section 15064.5 of CEQA guidelines. No existing structure meets the criteria for historical resource.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Less than significant impact. While no known archaeological deposits are present on the Project site, it is possible that unknown buried archaeological materials could be found during ground disturbing activities, including unrecorded Native American prehistoric archaeological materials. If such resources were discovered during future construction activities, the impact to archeological resources could be significant. General Plan Action Item HC-9.2 requires a condition of approval on all discretionary projects that the Planning Department be notified immediately if any prehistoric, archaeologic, or fossil artifact or resource is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary

of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less than significant impact. There are no known formal cemeteries or known interments to have occurred on the Project site. Though unlikely, there is the possibility human remains may be present beneath the Project site. Should human remains be discovered during ground disturbing construction activities, such discovery could be considered significant. Any human remain encountered during ground disturbing activities are required to be treated in accordance with California Code of Regulations Section 15064.5(e), Public Resources Code Section 5097.98, and California Health and Safety Code Section 7050.5, which state the mandated procedures of conduct following discovery of human remains. Additionally, General Plan Action Item HC-9.2 requires a condition of approval on all discretionary projects that all construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed. If human remains are determined to be of possible Native American descent, the Coroner shall notify the Native American Heritage Commission who will appoint a "Most Likely Descendent" and the local Native American Tribe representative to identify and preserve Native American remains, burial, and cultural artifacts.

4.6 Energy

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

4.6.1 Impact Assessment

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than significant impact. The GPA would increase the intensity of residential development allowed at the site. Future development would be constructed using energy efficient building materials and construction practices, in accordance with California Green Building Standards Code (CALGreen), California Public Utilities Commission's (CPUC) Long Term Energy Efficiency Strategic Plan, and City standards. Construction activities are estimated to consume diesel fuel, and gasoline which would be regulated by California Code of Regulations Title 13, Motor Vehicles, Section 2449(d)(2), Idling - limits times of construction vehicles to no more than 5 minutes. The intention of this regulation is to avoid unnecessary and wasteful consumption of fuel because of unproductive idling of construction equipment. The GPA is not expected to substantially increase short term or long-term construction or operational energy usage.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less than significant impact. The California Energy Commission (CEC) was required by Senate Bill 1389, passed in 2002, to develop integrated energy plans for each two year period. The California Energy Policy Report includes approaches to electricity, natural gas, and transportation fuels. The plan identifies a number of programs related to urban design to reduce vehicle miles traveled (VMT) and accommodate pedestrian and bicycle access. The project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

4.7 Geology and Soils

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☐	☒

4.7.1 Impact Assessment

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

a-i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less than significant impact. Surface rupture occurs when the ground surface is broken due to fault movement during an earthquake. The location of surface rupture generally can be assumed to be along an active or potentially active major fault trace. The State of California enacted the Alquist-priolo Fault Zoning Act in 1972, requiring the State Geologist to delineate Earthquake Fault Zones (EFZs) along known active faults that have high potential for fault rupture. The project site is not located within a designated EFZ. No known faults with evidence of historic activity cut through the valley soils in the project vicinity. The GPA would not expose people or structures to potential substantial adverse effects.

a-ii) Strong seismic ground shaking?

Less than significant impact. The project site and region is not subject to strong seismic ground shaking. The most likely source of potential ground shaking is attributed to the San Andreas, Owens Valley, and the White Wolf faults. The major active faults and fault zones occur at some distance to the west, east and south of the project site. Mapping is available from the United States Geological Service (USGS), that shows faults are not recorded within close proximity to the site. The proposed GPA increases the intensity of residential use at the site but would not create adverse effects based on current evidence, associated with ground shaking.

a-iii) Seismic-related ground failure, including liquefaction?

Less than significant impact. Liquefaction is the transformation of saturated, loose, fine-grained sediment to a fluid-like state because of earthquake shaking or other rapid loading. Soils most susceptible to liquefaction are loose to medium dense, saturated sands, silty sands, sandy silts, non-plastic silts and gravels with poor drainage, or those capped by or containing seams of impermeable sediment. The California Geological Survey (CGS) has mapped seismic Hazard Zones that delineate areas susceptible to liquefaction and/or landslides that require proposed new developments in these areas to conduct additional investigation to determine the extent and magnitude of potential ground failure. According to mapping by CGS, the project site is not within a liquefaction zone.

a-iv) Landslides?

Less than significant impact. According to CGS the project site is not located within a Seismic Hazard Zone for landslide. The project site and surrounding vicinity is generally level. The project site is located within a developed urban area and is not located within a rainfall-induced landslide zone.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less than significant impact. The level nature of the site and extent of development would not result in substantial soil erosion or loss of topsoil. Excavation, trenching, grading, and construction activities would impact and expose soils but to a limited degree.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less than significant impact. Site soils would not be subject to lateral spreading, subsidence, lateral spreading, liquefaction or landslide. During development, compliance with CBC and City of Madera Building Code would ensure that risks to people and structures would be reduced as far as possible. Therefore future proposed projects would not result in impacts associated with unstable geologic conditions.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than significant impact. Expansion and contraction of soil volume can occur when expansive soils undergo alternating cycles of wetting (swelling) and drying (shrinking). During these cycles, the volume of the soil changes markedly. Expansive soils are common throughout California and can cause damage to foundations and slabs unless properly treated during construction. The Project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) and would not create substantial direct or indirect risks to life or property. Any future development within the site would be required to comply with the most current CBC, and City of Madera Building Code. Adherence to these requirements would ensure that geotechnical design of the future development would reduce potential impacts related to expansive soils.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No impact. The project site is located in an urban area served by wastewater collection infrastructure. Implementation of the proposed GPA and future development of the project site would not result in the need for new septic systems within areas known to have unstable soils.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

No impact. The project site is undisturbed land surrounding by urban development that is not known to contain paleontological or geological resources. The proposed GPA would allow an intensification of residential development and does not include ground disturbance. Future ground disturbance through grading and excavation would be evaluated on an individual basis as part of the City's permit process.

4.8 Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

4.8.1 Impact Assessment

Thresholds of Significance

Climate change is a public health and environmental concern around the world. Globally, temperature, precipitation, sea level, ocean currents, wind patterns, and storm activity are all affected by the presence of greenhouse gas (GHG) emissions in the atmosphere. Human activity contributes to emissions of six primary GHG gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. Human-caused emissions of GHGs are linked to climate change.

In 2006, the California State Legislature adopted Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006, which aims to reduce GHG emissions in California. GHGs, as defined by AB 32, include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 requires the CARB, the State agency that regulates statewide air quality, to adopt rules and regulations that would achieve GHG emissions equivalent to 1990 statewide levels by 2020. The Air District adopted a 29 percent less than Business-As-Usual (BAU) threshold to meet the 2020 standard. A threshold of 1,100 metrics tons of carbon dioxide emissions (MTCO2e) per year has also been used to demonstrate compliance with the targets set under AB 32.[1]

In 2016, Senate Bill (SB) 32 was adopted, which established a goal to achieve GHG emissions equivalent to 40 percent below 1990 statewide levels by 2030. No project-level reduction standard has been adopted to meet the 2030 standard established by SB 32. However, a target threshold of 660 MTCO2e per year has been assumed for purposes of this analysis as an interim threshold of significance for 2030 in-lieu of an adopted project-level standard. The 660 MTCO2e represents a 40 percent reduction of the 1,100 MTCO2e per year threshold.

The Conservation Element of the 2009 City of Madera General Plan includes several goals, policies, and programs in the Air Quality, GHG Emissions, and Climate Change sections that address and promote practices that meet or exceed all State and federal standards and meet or exceed all current and future

[1] As published in the Bay Area Air Quality Management District's CEQA Air Quality Guidelines. Available online at http://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf

State-mandated targets for reducing GHG emissions. The City also requires applicants for all public and private development to integrate appropriate methods that reduce GHG emissions consistent with the Energy and Green Building sections of the Conservation Element, General Plan Policies CON-40 through 46

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than significant impact. The GPA would not result in any physical changes to the existing site. Future development on the project site would generate GHG emissions and contribute to global warming. GHG emissions from construction activities are temporary, short-term emissions and therefore would not significantly contribute to long-term cumulative GHG emissions impacts of the Project. Long-term GHG emissions consist of vehicular emissions, the consumption of energy produced by carbon-based sources, and the decomposition of solid waste generated from the Project. However, the scale of future development would not exceed the established threshold of significance.

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than significant impact. The GPA would not result in any physical changes to the existing site. Future development on the project site would be required to comply with all General Plan policies and would be required to be consistent Title 24 of the CBC. Future development would also be required to follow all standards and policies for reducing GHG as determined by the SJVAPCD. The Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

4.9 Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

4.9.1 Impact Assessment

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

No impact. The proposed GPA would allow an intensification of residential uses at the project site and would not create hazards or exposure to hazardous conditions. Future development would be consistent with existing zoning standards. No hazards would be created to the public or the environment through the routine transport, use, or disposal of hazardous materials.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than significant impact. The public can be exposed to hazardous materials in two main ways: i) exposing workers and/or the public to potentially contaminated soil and groundwater during construction and/or operation of the project; or ii) exposure to the public and/or workers during demolition. For future development, no structures exist for demolition on the site and there are no records of contaminated soil or groundwater at the site or in the vicinity.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than significant impact. The nearest school to the development site is George Washington Elementary School within 1,000 feet of the project site. The GPA would not create hazards at the site. Future development at the site would not create significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. As noted in Section 4.9.1.b, construction activities would not create a hazard through reasonably foreseeable upset and accident conditions.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less than significant impact. Government Code Section 65962.5 states that the California Department of Toxic Substances shall compile and maintain annually a list of hazardous waste facilities subject to corrective action as part of the Health and Safety Code. This list commonly referred to as the Cortese List. The project site is not located on the Regional Water Quality Control Board's leaking Underground Tank Cleanup Site (LUST) or any other Cleanup Program Sites (formerly known as spills, leaks, investigations, and cleanups or SLIC). These two components comprise the State Cortese List of known hazardous materials sites compiled pursuant to Government Code Section 65962.5. No records exist on the project site or in the immediate vicinity therefore, no significant hazard to the public or environment would be associated with this site.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No impact. The project site is located approximately three miles south of Madera Municipal Airport. The project area is not located within the Airport Safety Zones or Airport Influence Area. The proposed GPA would not result in new construction within the vicinity of an airport and would not result in a safety hazard for people residing or working in the area, or for people assembling at the project site due to the proximity of an airport.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than significant impact. The project is located within a developed urban area as set out by California Department of Fire and Forestry Protection (CalFire) and is not located in a Very High Fire Hazard Severity Zone. Therefore, the proposed project would not expose people or structures to a significant loss, injury, or death involving wildland fires.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. According to CalFire and their Fire Resource Assessment Program (FRAP) Fire Hazard Severity Zone (FHSZ) viewer, the Project site is not within an area of moderate, high, or very high fire risk for the Local Responsibility Area.

4.10 Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?				
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

4.10.1 Impact Assessment

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less than significant impact. The proposed GPA would increase the residential intensity at the site with no physical improvements to the site until submission of separate permits for construction when site conditions will be evaluated in line with City permit requirements. Due to the location, size, and approved uses on the site, impacts related to water quality standards, waste discharge requirements, and surface water quality would not be impacted.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than significant impact. The proposal would not directly result in the depletion of groundwater supplies or interfere with groundwater recharge. Future development would create additional impervious areas except where open space and setback requirements would likely retain pervious surfaces. The GPA would not interfere with groundwater recharge to the extent that impacts would occur.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) result in substantial erosion or siltation on- or off-site;

Less Than Significant Impact. The Project site does not contain any waterways, and therefore, implementation of the Project would not alter the course of a stream or river. Soil exposure during construction would be controlled by CBC and Building Code requirements.

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;

Less Than Significant Impact. Improvements of the Project site would increase the surface runoff due to an increase in impervious surfaces but would be regulated under CBC and Building Code requirements. Compliance with City standards for storm runoff would also be required of any future development.

iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

Less Than Significant Impact. Future development would alter the existing drainage pattern of the Project site. However, storm runoff will be required to managed in accordance with City standards and future development would be required to comply with the City's Master Plan, ordinances, and standard practices for stormwater drainage.

iv) impede or redirect flood flows?

Less Than Significant Impact. Future development will be required to construct storm drain conveyance improvements to City of Madera standard, which takes into consideration the many factors of designing a

single family home and duplexes, including capacity to carry runoff from downspouts to designated landscape areas and will be regulated by CBC and City of Madera Permit requirements.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundations?

No impact. The project site is not located within a 100-year flood hazard zone as mapped by FEMA and is not located within a mapped dam failure inundation area. There are no levees protecting the site from flooding and as a result, no risk of failure. The project site and surrounding areas are generally level and would not be subject to mudflows. The project site is not located within a mapped tsunami area or affected by seismically induced seiche waves.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No impact. The proposed GPA would increase the residential intensity at the site and would not result in conflict or obstruction to the implementation of water quality control plan or sustainable groundwater management plan. Construction and operation of future development would be subject to State and regional requirements related to stormwater runoff (C.3 program).

4.11 Land Use and Planning

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

4.11.1 Impact Assessment

a) Would the project physically divide an established community?

No impact. The physical division of an established community typically refers to the construction of a physical feature, such as an interstate or railroad, or removal of means of access that would impair mobility within an existing community. The project site is within an established subdivision in a developed area surrounded by residential and commercial development. The GPA would not result in a change to the permitted uses and would not result in the construction of any new infrastructure that would divide an established community and would not remove means of access.

b) Would the project cause a significant environmental conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than significant impact. The Project would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The Project would change the land use designation from Low Density Residential to High Density Residential, which would be consistent with the proposed R3 zone district. The Project is required to comply with all applicable General Plan policies and regulations that avoid or mitigate environmental effects.

4.12 Mineral Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

4.12.1 Impact Assessment

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No impact. Neither the State Geologist not the California Department of Mines and Geology (CDMG) have classified any surrounding areas as containing mineral deposits that are either of Statewide significance or significance of which requires further evaluation. The project site has been classified by the CDMG as being in an area where information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence. The project site is not designated or zoned for the extraction of mineral deposits.

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No impact. The project site is currently undeveloped and lies within an urban area. No mineral extraction activities occur on the project site and it is not located within an area known to contain locally important mineral resources.

4.13 Noise

Would the project result in:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive ground borne vibration or ground borne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

4.13.1 Impact Assessment

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than significant impact. Noise is usually defined as unwanted sound. Noise consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, or sleep. Noise measurement scales typically accepted for use include decibel (dB) - a unit of measurement that indicates the relative intensity of a sound. Sound levels in the dB are calculated on a logarithmic basis. An increase of 10 dB represents a 10-fold increase in acoustic energy, so 20 dB is 100 times more intense, and 30 dB is 1,000 times more intense. Each 10 dB increase in sound level is perceived as approximately a doubling of loudness; and similarly, each 10 dB decrease in sound level is perceived as half as loud. Sound intensity is normally measured through an 'A'-weighted sound level (dBA). This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. The A-weighted sound level is the basis for 24-hour sound measurements that better represent human sensitivity to sound at night. As noise spreads from a source, it loses energy so that the farther away the noise receiver is from the noise source, the lower the perceived noise level would be. Geometric spreading causes the sound level to attenuate or be reduced, resulting in a 6dB reduction in noise level for each doubling of distance from a single point source of noise to the noise sensitive receptor of concern.

Short-term construction impacts would not result from the GPA and therefore would have less than significant impacts. Site development is related to the noise profile of the surrounding environment,

therefore the distance of the project site from the Interstate 99 impacts the noise contours at the site. At Gateway drive approximately 500 feet to the west of the project site, noise recordings have been recorded in the existing General Plan with results ranging from 55 dB to 64 dB along a half mile distance north and south of the project site. It is not anticipate uses that would result from the GPA would add to the surrounding noise profile to the extent that they would be perceptible as an increase in the noise at surrounding land uses.

b) Would the project result in generation of excessive ground borne vibration or ground borne noise levels?

Less than significant impact. Vibration refers to ground borne noise and perceptible motion. Intensification of the residential use at the site would not result in perceptible increases to surrounding properties from vibration or ground borne noise.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No impact. The proposed project is not located within two miles of a private airstrip, public airport, or a public use airport and is not within an airport land use plan.

4.14 Population and Housing

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

4.14.1 Impact Assessment

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than significant impact. With implementation of the proposed GPA the proposed project would increase residential accommodation at the site over the existing allowances for low density residential land use. However, the scale of anticipated development for a project site of the size is not anticipated to add a substantial amount of unplanned population to the area.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No impact. The project site is a mix of developed and undeveloped lots with residential units occupying the developed portions. The GPA would not result in a physical change to the project site and future development is not proposed for the existing developed portions of the site; therefore, displacement of substantial numbers of existing people or housing is not anticipated.

4.15 Public Services

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

4.15.1 Impact Assessment

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services, including fire protection, police protection, schools, parks, and other public facilities (e.g., landfills):

Less than significant impact. Fire suppression, emergency medical and rescue services, and other life safety services are provided to the project site by the Madera County Fire Department (MCFD). There are four fire stations in the City of Madera, with the closest to the project site being Fire Station No. 56 at 317 N Lake St, approximately one mile to the east of the project site. The proposed GPA increasing the intensity of residential development would not substantially increase the demand for fire or police services. Existing service providers would continue to serve the project site with existing staff and facilities. The minimal increase in residential units would not generate new students, park users, or users of other governmental facilities such as libraries, community centers or public health care facilities to the extent there would be an impact.

4.16 Recreation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

4.16.1 Impact Assessment

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than significant impact. The proposed GPA would not result in physical changes to the project site. However, future development will result in an increased population but is not anticipated to result in a significant increase that would result in substantial physical deterioration of recreational facilities.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No impact. The project does not include or require the construction or expansion of new or existing public recreational facilities.

4.17 Transportation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)??	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☒	☐

4.17.1 Impact Assessment

a) Would the project conflict with a plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Less than significant impact. The City of Madera general plan circulation and scenic highways element establish vehicle level of service targets for intersections and roadway segments within the City to measure how development affects level of service. No building is currently proposed so no immediate change in trip generation will occur, however trip rates for the likely development are not anticipated to increase to the extent that the level of service on surrounding roadways and at surrounding intersections would be impacted.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

Less than significant impact. Effective December 28, 2018, the CEQA Guidelines were updated and require the evaluation of vehicle miles traveled (VMT) as the criteria for analyzing transportation impacts for land use projects. As noted in CEQA Guidelines Section 15064.3(c), the provisions shall apply retrospectively as described in CEQA Guidelines Section 15007. A lead agency could have elected to be governed by the provisions of CEQA Guidelines Section 15064.3 immediately; however, beginning on July 1, 2020, the provisions of this section was stated to apply Statewide. The City of Madera, as lead agency, has not yet adopted specific thresholds related to VMT metrics. However simultaneous with clearance of the revised State CEQA Guidelines, the Governor's Office of Planning and Research (OPR) released the Technical Advisory for Evaluating Transportation Impacts under CEQA (OPR, December 2018). This State document provides sufficient guidance to permit the evaluation of project transportation impacts for the purposes of compliance with CEQA.

The Technical Advisory suggests that development measured against city VMT per capita (rather than regional VMT per capita) should not cumulatively exceed the population or number of units specified in the Sustainable Communities Strategy (SCS) for the city.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No impact. Vehicles accessing the project site would not be substantially different from or incompatible with vehicles accessing adjacent parcels. The project would not alter access or geometric design features of the street.

d) Would the project result in inadequate emergency access?

Less than significant impact. The proposed project would not result in the alteration of any access points. Future development would be subject to required City permits and review to ensure site plans including emergency access was appropriate.

4.18 Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐

4.18.1 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or

No impact. The Project would not cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape

that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and the Project is not listed or eligible for listing in the California Register of Historical Resources (CRHR), or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). No California Native American tribe formally requested consultation notifications with the City during the required 30 and 90 day notification periods, consistent with the requirements of PRC 21080.3.1 and SB 18. As such, tribal consultation for the proposed project was not required for this project.

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less than significant impact. The Project site is not a resource determined by the lead agency (City of Madera), in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. The Project site is not listed as a historical resource in the California Register of Historical Sources. As described above, no known tribal cultural resources have been identified (as defined in Section 21074) within the Project area, and no substantial information has been provided to the City to indicate otherwise. Therefore, the Project would have a less than significant impact on the significance of a tribal cultural resource.

4.19 Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

4.19.1 Impact Assessment

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less than significant impact. The project site is located in an area currently served by existing utilities. The proposed GPA would intensify allowed residential densities at the site. The policy change would not require or result in the relocation or construction of new or expanded facilities because such uses are not likely to generate substantial increases in demand as compared to existing, allowable uses. Construction projects that would result in the development of new structures on the project site would be evaluated on an individual basis as part of the City's development review process and permit requirements. The relocation

or reconstruction of new or expanded water, recycled water, wastewater, stormwater drainage, electric power, gas, or telecommunications facilities would not be required.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Less than significant impact. The proposed GPA is not likely to generate a substantial increase in demand for water supplies during normal, dry and multiple dry years.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less than significant impact. The proposed GPA is not likely to generate a substantial increase in demand for wastewater treatment that would exceed capacity of the wastewater treatment plant.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than significant impact. The proposed GPA is not likely to generate a substantial increase in demand for waste to enter landfill or exceed landfill capacity because the intensified uses are unlikely to generate substantial increases in solid waste as compared to the existing general plan designation.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than significant impact. The proposed GPA is not likely to create new sources of solid waste and would not exceed the capacity of landfills that serve the proposed project.

4.20 Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrollable spread of wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

4.20.1 Impact Assessment

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No impact. The project site is not located within a State Responsibility Area (SRA) for fire service, and is not within a very high fire hazard severity zone. In addition, as noted in Section 4.9.1.f, the proposed project would not impair the implementation of, or physically interfere with, an adopted emergency response plan.

b) Due to slope, prevailing winds, and other factors exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No impact. The project site is made up of developed and undeveloped lots, with the vacant parcels disced to managed vegetation. The project and site would not expose occupants to pollutant concentrations from wildfire or uncontrolled spread of wildfire.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No impact. The project is not located within an SRA for fire service and is not within a very high fire hazard severity one. The project would not require the installation or maintenance of associated infrastructure.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No impact. The project would not expose people or structures to significant risks due to post fire slope instability or drainage and runoff changes.

4.21 CEQA Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

4.21.1 Impact Assessment

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than significant impact. Amending the general plan land use designation would not adversely affect a protected wildlife species or threaten a listed sensitive species or habitat at the project site or in the surrounding area. Future development would be required to abide by the City permit process and based on this analysis, there would be less than a significant impact to the quality of the environment, habitat for fish or wildlife species nor would it impact those populations to unsustainable levels. Plant and animal communities would not be threatened or eliminated, the number or range of rare or endangered plants and animals would not be affected. Development would not eliminate examples of major periods of California History.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than significant impact. The GPA would increase the allowed density of residential development at the site but would not increase it to the degree that it would be significant in a cumulatively considerable way.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than significant impact. The GPA would increase the allowed density of residential development at the site but would not increase it to the degree that it would cause a substantial adverse impact on human beings, either directly or indirectly.

Attachment 9: Planning Commission Resolution 1906

RESOLUTION NO. 1906

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION ADOPTING THE NEGATIVE DECLARATION FOR THE PROJECT (ENV 2021-64) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND AMENDING THE GENERAL PLAN LAND USE DESIGNATION AT THE WEST SIDE OF TORRES WAY FROM LD (LOW DENSITY) TO HD (HIGH DENSITY) GENERAL PLAN LAND USE DESIGNATION CONSISTENT WITH THE EXISTING R-3 (HIGH DENSITY) ZONING DISTRICT (GPA 2021-01)

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, a proposal has been made requesting an amendment to the Madera General Plan amending the land use designation for approximately 1.18 acres of property located on the west side of Torres Way from LD (Low Density) land use designation to HD (High Density) land use designation, as shown in the attached Exhibit A; and

WHEREAS, the proposed General Plan amendment will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the proposed General Plan amendment is compatible with the neighborhood and not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared an initial study and negative declaration for the project in compliance with the California Environmental Quality Act; and

WHEREAS, the negative declaration, General Plan amendment were distributed for public review and comment to various local agencies and groups, and public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information contained in the

negative declaration, and considered testimony received as a part of the public hearing process; and

WHEREAS, the Planning Commission now desires to recommend that the City Council adopt ENV 2021-64 and GPA 2021-01.

NOW THEREFORE, be it resolved by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and incorporated herein by reference.

2. CEQA and Recommendation of Approval of ENV 2021-64: The Planning Commission finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the Planning Commission finds there is no substantial evidence in the record that this project may have a significant direct, indirect or cumulative effects on the environment, and that a Negative Declaration is appropriate for this project. The Planning Commission further finds the Initial Study and Negative Declaration were timely and properly published and notices as required by CEQA. As such, the Planning Commission recommends that the City Council adopt a Negative Declaration for the project by approving ENV 2021-64.

3. General Plan Findings: The Planning Commission finds that GPA 2021-01 is consistent with the General Plan goals and policies. The Planning Commission further recommends that the City Council find that GPA 2021-01 is consistent with the General Plan goals and policies. The project does not affect the implementation of the General Plan with respect to surrounding properties. The proposed amendment essentially consists of a minor change of General Plan land use designation from low density residential to high density resident. This change will assist in the implementation of the goals, objectives, and policies of the General Plan regarding provision of housing and promote future residential growth. Ensuring viable development would also assist with the implementation of the Housing Element goals and policies in providing opportunity site for necessary housing, including policies and goals H-1.1; Policy H-1.2; Policy H-1.3; and Policy H-3.2. The proposed amendment would support the City's efforts to meet the Regional Housing Need Allocation (RHNA) as directed by the State of California Department of Housing and Community Development and as required by the City's Housing Element of the General Plan. All the planned uses and proposed modifications are consistent with the General Plan policies and objectives and as such the proposed amendment would continue to implement the General Plan policies. Approval of GPA 2021-01 is in the public interest.

4. Public Health, Safety, and Welfare: The Planning Commission finds that approval of GPA 2021-01 is in the best interest of the City, and is not detrimental to public health, safety, or welfare, and recommends that the City Council find the same.

5. Recommendation of Approval of GPA 2021-01: Given all of the findings can be made, the Planning Commission recommends the City Council adopt General Plan Amendment No. 2021-01, as set forth in Exhibit A, which amends the General Plan land use designation for the project site from Low Density to High Density.

6. Effective Date: This resolution is effective immediately.

* * * * *

Passed, approved and adopted by the Planning Commission of the City of Madera this 8th day of March 2022, by the following vote:

AYES: Commissioner's Robert Gran Jr., Ryan Cerioni, Rohi Zacharia, Ramon Lopez, Balwinder Singh and Bobby Sheikh

NOES: None

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

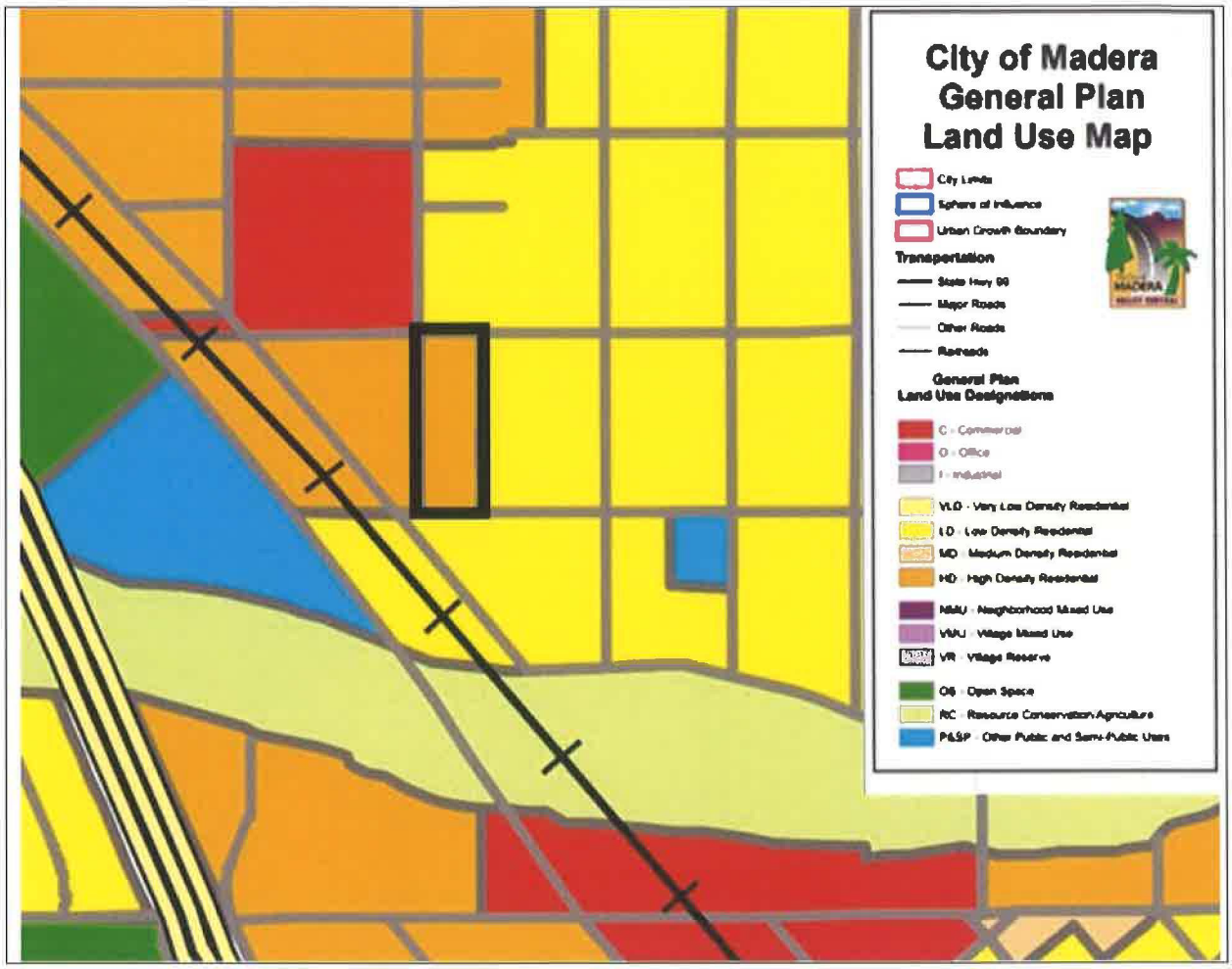
Attest:

Arnoldo Rodriguez, AICP
City Manager

Exhibit A: General Plan Land Use Map - Proposed

PLANNING COMMISSION RESOLUTION NO. 1906
EXHIBIT 'A'

General Plan Land Use Map - Proposed



REPORT TO CITY COUNCIL

Approved by:

Gary Conte, Planning Manager

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: C-2

SUBJECT:

Rezone property located on 801 South Gateway Drive

RECOMMENDATION:

The Planning Commission and staff recommend the City Council hold a public hearing, make the necessary findings, and take actions as follows:

1. Waive full reading and introduce an Ordinance Rezoning approximately 0.27 acres at 801 South Gateway Drive (APN 011-111-005) from an I – Industrial Zone district to a C2 – Heavy Commercial Zone district.

SUMMARY:

The applicant, Hardev Singh, is proposing to rezone approximately 0.27 acres at 801 South Gateway Drive to conform with the site's General Plan land use designation. The applicant proposes to rezone the subject site from I – Industrial to C2 – Heavy Commercial zone district (REZ 2021-02).

The project proposal was reviewed and considered by the Planning Commission (Commission) at its meeting on March 8, 2022. At the meeting, the Commission heard from the applicant's representative who expressed acceptance to all project conditions of approval. No public comments were received at the Commission hearing. The Commission found the proposed rezone to be in conformance with the General Plan and has adopted Resolution No. 1909 recommending adoption of a Categorical Exemption pursuant to the California Environmental Quality Act Guidelines Section 15301 and approval of rezoning the subject site C2 – Heavy Commercial.

A resolution adopting the Categorical Exemption and an ordinance approving rezoning the subject site C2 – Heavy Commercial have been prepared for Council action consistent with the Planning Commission's recommendation.

DISCUSSION:

The subject site's current zone district of I – Industrial is inconsistent with the site's General Plan Land Use designation of C – Commercial. The applicant is proposing a rezone from the current I – Industrial zone to a C2 – Heavy Commercial zone to enable the subject site to be consistent with the site's City's General Plan Land Use designation and to better align with goals and policies established in the General Plan and zoning ordinance. The site's current industrial zone classification allows for uses that are inconsistent with the site's commercial General Plan land use designation.

The proposed rezone will also ensure that all future proposed uses are subject to the building rules and regulations of a C2 – Heavy Commercial zone district, allowing for better functionality with all surrounding current and future uses.

REZ 2021-02 is consistent with i) the General Plan goals and policies; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare; and iii) the project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and protection of public and private improvements. The project is consistent with the General Plan goals and policies as further set forth in the attached ordinance. A rezone also provides support for the City's Land Use Core Principles and fosters comprehensive planning "to ensure individual projects are integrated with existing and future projects and considers the form and function of the surrounding area" (City of Madera General Plan, p. 8-7).

CALIFIORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEW:

A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The Planning Commission has recommended the City Council find and determine that the project is exempt under Section 15301 (Existing Facilities) of the State CEQA Guidelines because the project will occupy an existing building on an existing lot with existing services and utilities, and any modifications to the structure will only be minor interior changes involving negligible or no relative expansion of use. The proposed project is consistent with applicable general plan designations and policies and is served by all required services and utilities. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

PUBLIC NOTICE:

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within at least a 300-foot radius of the subject property.

FISCAL IMPACT:

The applicant paid $11,137.50 in Planning Department entitlement fees to offset the costs associated with processing REZ 2021-02, CUP 2021-15, VAR 2022-01 and SPR 2021-23. Additional fees will be required from the Building Department in conjunction with any on-site improvements and/or interior or exterior building improvements contemplated by the applicant. improvement plans and building plan check and permitting.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed rezone is consistent with the Vision Madera 2025 Plan and supports and encourages good jobs and economic opportunities. In considering the request for a rezone, the City Council is considering an opportunity to underscore the need to attract commercial businesses and to encourage residents to buy locally as outlined in by the General Plan.

ALTERNATIVES:

The Council could consider alternatives other than the Planning Commission and staff's recommendation for approval of the rezone ordinance. Those include:

1. Denial of the request for rezone. Should the requests be denied, the project site would remain with the current zoning district and CUP 2021-15, VAR 2022-01 and SPR 2021-23 would be suspended would be suspended.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Map
2. Rezone Ordinance
   Exhibit A - Existing and Proposed Zoning
3. Planning Commission Resolution

Attachment 1 – Aerial View



Attachment 2 – Rezone Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.27 ACRES OF PROPERTY LOCATED AT 801 SOUTH GATEWAY DRIVE (APN: 011-111-005) FROM THE I – INDUSTRIAL TO THE C2 – HEAVY COMMERCIAL ZONE DISTRICT

WHEREAS, Hardev Singh ("Owner") owns the property at 801 South Gateway Drive (APN: 011-111-005) in Madera, California ("site"); and

WHEREAS, the Owner has submitted application REZ 2021-02 to the City of Madera (City) to rezone approximately 0.27 acres at 801 South Gateway Drive; and

WHEREAS, the rezone is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) Guidelines, Section 15301 (Existing Facilities); and

WHEREAS, the proposed rezone will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and

WHEREAS, the Planning Commission received and reviewed application REZ 2021-02 at a duly noticed meeting on March 8, 2022, wherein the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, after its hearing, the Planning Commission adopted Resolution No. 1909 recommending to the City Council of the City of Madera the approval of REZ 2021-02 as conditioned; and

WHEREAS, concurrently with the consideration of REZ 2021-02, the Planning Commission approved Conditional Use Permit 2021-15 (CUP 2021-15), Variance 2022-01 (VAR 2022-01) and Site Plan Review 2021-23 (SPR 2021-23) and submitted said approvals to City Council; and

WHEREAS, conditional approval of CUP 2021-15, VAR 2022-01 and SPR 2021-23 by the Planning Commission are contingent to City Council approval of REZ 2021-02; and

WHEREAS, under the City's Municipal Code, the City Council is authorized to review and approve rezones on behalf of the City; and

WHEREAS, the City provided notice of the City Council hearing as required by law; and

NOW **THEREFORE,** THE CITY COUNCIL OF THE CITY OF MADERA ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. Public Hearing. The City Council received the submittals from the Planning Commission and held a duly noticed public hearing on April 6, 2021 on the rezoning of the Site as shown in Exhibit "A."

SECTION 3. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed rezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds REZ 2021-02 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.

2. THE REZONE IS NOT EXPECTED TO BE DETERMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

SECTION 4. Approval of Rezone. The City Council hereby approves REZ 2021-02 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 5. Effective Date of Rezone. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the

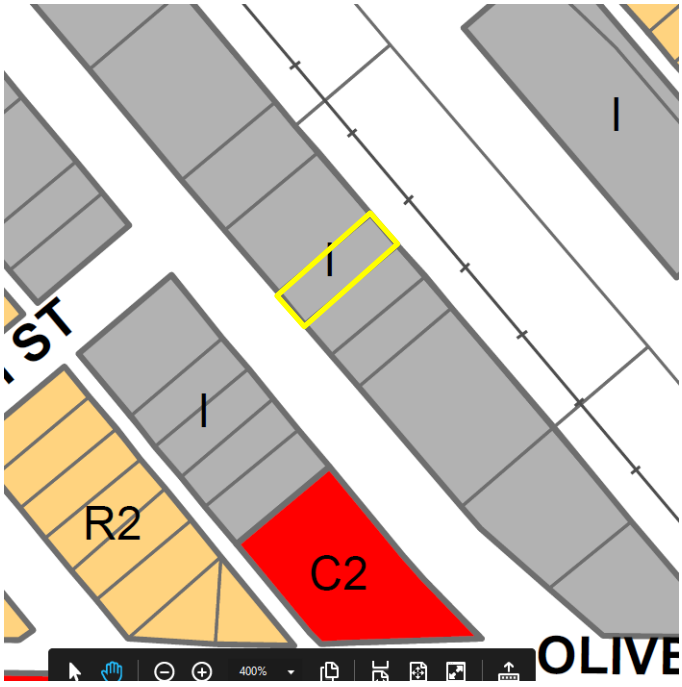
Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

SECTION 6. Effect Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

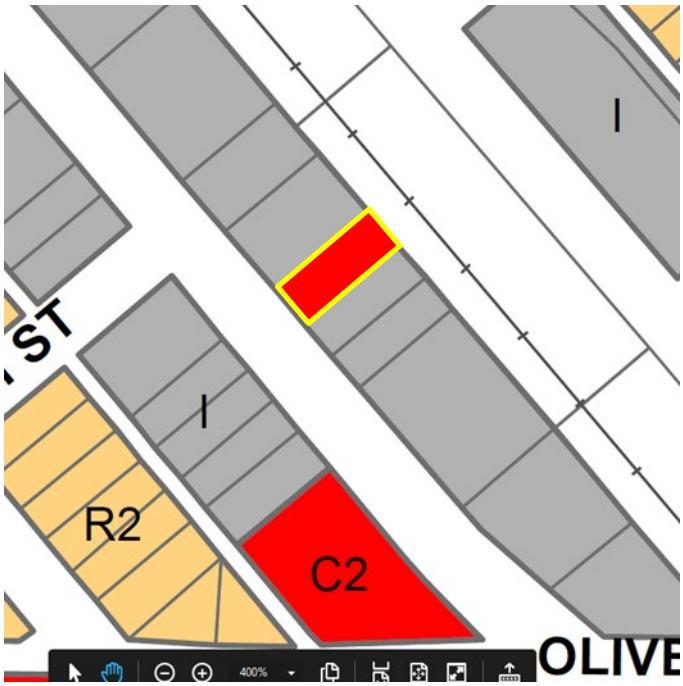
SECTION 7. Posting. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

Exhibit A: Existing and Proposed Zoning

Existing Zoning (below)



Proposed Zoning (Below)



Attachment 3: Planning Commission Resolution No. 1909

RESOLUTION NO. 1909

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND REZONE 2021-02 (REZ 2021-02), AND CONTINGENT APPROVAL OF VARIANCE 2022-01 (VAR 2022-01), CONDITIONAL USE PERMIT 2021-15 (CUP 2021-15), AND SITE PLAN REVIEW 2021-23 (SPR 2021-23) (AUTO USES, 801 SOUTH GATEWAY DRIVE)

WHEREAS, Hardev Singh ("Owner") owns an existing commercial structure at 801 South Gateway Drive in Madera, California ("site"); and

WHEREAS, the site contains an existing building that is planned for and surrounded by commercial uses; and

WHEREAS, the Applicant is seeking a parking variance to allow for reduced parking requirements associated with the commercial activities on the site, as proposed by SPR 2021-23; and

WHEREAS, the existing site would require additional parking spaces to provide for the existing commercial area on-site as stated in Section 10-3.1202 of the Madera Municipal Code, "Parking Spaces Required"; and

WHEREAS, the parcel has no excess space on which to provide additional parking; and

WHEREAS, the project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15301 (Existing Facilities); and

WHEREAS, under the City's Municipal Code, the Planning Commission is authorized to review and approve variances, site plan reviews, and environmental assessments for associated projects on behalf of the City; and

WHEREAS, the City provided notice of the Planning Commission hearing as required by law; and

WHEREAS, the Planning Commission received and reviewed REZ 2021-02, VAR 2022-01, CUP 2021-15, and SPR 2021-23 at a duly noticed meeting on March 8, 2022; and

WHEREAS, CUP 2021-15 shall only apply and allow for small engine and auto repairs, transmission overhauling, tire rebuilding and other comparable uses to operate in one of the existing unit; and

WHEREAS, a public hearing was held, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, the Planning Commission now desires to recommend the City Council adopt a Categorical Exemption for the project pursuant to CEQA, and recommend approve REZ 2021-02. The Planning Commission also desires to contingently approve VAR 2022-01, CUP 2021-15, and SPR 2021-23, with conditions.

NOW THEREFORE, be it resolved by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.
2. CEQA Recommendation: A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The Planning Commission recommends the City Council find and determine that the project is exempt under Section 15301 (Existing Facilities) of the State CEQA Guidelines because the project will occupy an existing building on an existing lot with existing services and utilities, and any modifications to the structure will only be minor interior changes involving negligible or no relative expansion of use. The proposed project is consistent with applicable general plan designations and policies and is served by all required services and utilities. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.
3. Recommendation of City Council Approval of REZ 2021-02: The Planning Commission finds, and recommends the City Council find, that REZ 2021-02 is consistent with the General Plan. The Planning Commission further recommends that the City Council find that REZ 2021-02 i) is consistent with the General Plan goals and policies; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare; and iii) the project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and protection of public and private improvements. The project is consistent with the General Plan goals and policies including:
    A. GOAL SUS-1: Establish and maintain a diverse and sustainable local economy.
    B. Policy SUS-11: The City seeks to allow abundant commercial opportunities and the development of a strong local workforce. The City recognizes the interrelated nature of economic development among the various cultural, social, and economic segments of the community, and will work with local entrepreneurs to develop cooperative programs that increase and enhance opportunities for business growth within the City.

C. Policy SUS-13: The City shall support the location and continued operation of local businesses that supply goods and services needed in City.

D. Policy SUS-15: The City shall seek to promote, attract, and retain jobs that pay a living wage and reduce the need for residents to commute to work outside the City.

4. Findings to Approve VAR 2022-01: The Planning Commission finds and determines that there is substantial evidence in the administrative record to support the approval of VAR 2022-01, as conditioned. With conditions, the project is consistent with the requirements of the Municipal Code. The Planning Commission further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings, based on the evidence in the record, as follows:

Finding a: Strict and literal application of MMC § 10-3.1202 (Parking Spaces Required) would result in practical difficulties.

The property's size does not allow for the sufficient space needed to accommodate all proposed uses and their corresponding parking requirements as required by MMC § 10-3.1202. This creates practical difficulties related to everyday operations for the businesses in the existing units.

Finding b: Strict and literal application of MMC § 10-3.1202 (Parking Spaces Required) results in inconsistencies with goals and policies established in the General Plan.

Any proposal found to be noncompliant with any of the provisions established in the MMC requires denial unless a variance is granted. Without approval, the applicant's building will remain vacant and inoperable. A vacant and inoperable building is in direct contradiction to the Madera Vision 2025 and its goal for good jobs and economic opportunity.

Finding c: Strict and literal application of MMC § 10-3.1202 (Parking Spaces Required) results deprivation of economic privileges enjoyed by surrounding properties.

The applicant may demolish a portion of the building and provide parking; however, the inability to lease the existing units deprives the applicant of the same economic privileges granted to properties in the vicinity under identical zoning classification.

5. Findings to Approve CUP 2021-15: The Planning Commission finds and determines that there is substantial evidence in the administrative record to support the approval of CUP 2021-15, as conditioned. The Planning Commission further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings, based on the evidence in the record, as follows:

Finding a: *The proposal is consistent with the General Plan and Zoning Ordinance.*

The proposed uses are similar in character to the uses that have been in use since the building was constructed in 1985. They are also uses comparable to the uses defined and outlined in MMC § 10-3.902 (Heavy Commercial, Permitted Uses).

Finding b: *The proposed use will be compatible with the surrounding properties.*

The project site is suited for commercial uses. The project site is located within a commercial corridor and is surrounded by like uses to the north, west, and south, and a railroad line to the east. As conditioned, the uses will be compatible with surrounding properties and is consistent with applicable requirements regulating such use.

Finding c: *The establishment, maintenance, or operation of the use or building applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city.*

As discussed above, the proposed use is compatible with surrounding properties and will not have a significant, adverse environmental impact. The request will not result in a detriment to the health, safety, peace, morals, comfort, or general welfare of people residing or working in the neighborhood.

6. Findings to Approve SPR 2021-23: The Planning Commission finds and determines that there is substantial evidence in the administrative record to support the approval of SPR 2021-23, as conditioned. With conditions, the project is consistent with the requirements of the Municipal Code, including Section 10-3.4.0106. The Planning Commission further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings, based on the evidence in the record, as follows:

Finding a: *The proposal is consistent with the General Plan and Zoning Ordinance.*

SPR 2022-01 provides conformance with the City's General Plan by supporting land use goals and policies that desire, "comprehensive planning to ensure individual projects are integrated with existing and future projects and considers the form and function of the surrounding area" (City of Madera General Plan, p. 8-7).

Finding b: *The proposal is consistent with any applicable specific plans.*

The property is not located within the boundary of a specific plan.

Finding c: *The proposed project includes facilities and improvements; vehicular and pedestrian ingress, egress, and internal circulation; and location of structures, services, walls, landscaping, and drainage that are so arranged that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, there will be no adverse effects*

on surrounding property, light is deflected away from adjoining properties and public streets, and environmental impacts are reduced to acceptable levels.

The project has been reviewed and is consistent with the surrounding uses and with all applicable requirements for development in commercial zoning district. Public improvements exist and on-site utilities are consistent with City standards. Review of the site determined that the project would not result in in a significant generation of noise, light, and traffic.

Finding d: The proposed project is consistent with established legislative policies relating to traffic safety, street dedications, street improvements, and environmental quality.

SPR 2022-01 will not have a significant impact on traffic or the environment. With the conditions imposed, the project will not be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City.

7. Approval of VAR 2022-01, CUP 2021-15, and SPR 2021-23: Given that all findings can be made, the Planning Commission hereby approves VAR 2022-01, CUP 2021-15, and SPR 2021-23 as conditioned and set forth in the Conditions of Approval attached as Attachment A, which approvals are contingent upon the following:

   The approval of VAR 2021-01, CUP 2021-15, and SPR 2021-23 shall become final and effective immediately only after the City Council of the City of Madera adopts REZ 2021-02 ("Council Approval"). If the Council Approval is not made within 180 days of the adoption of this Resolution, then VAR 2021-01, CUP 2021-15, and SPR 2021-23, shall be returned to the Planning Commission for further consideration and a final decision. If the Council Approval is made within 180 days of the adoption of this Resolution, but any change is made by the Council to the Council Approval in a manner that could reasonably affect the findings of the Planning Commission herein, or require a modification or addition of a condition of approval to be consistent with the Council Approval, then VAR 2021-01, CUP 2021-15, and SPR 2021-23 shall be returned to the Planning Commission for further consideration and a final decision.

8. Effective Date: This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 8th day of March 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Arnoldo Rodriguez, AICP
City Manager

Exhibit A: Conditions of Approval for CUP 2021-15 & SPR 2021-23

REZ 2021-02, VAR 2022-01, CUP 2021-15 SPR 2021-23

801 S. Gateway Dr.

Conditions of Approval, March 8, 2022

Notice to Applicant

In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within ninety (90) calendar days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project. This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

IMPORTANT: PLEASE READ CAREFULLY

This project is subject to a variety of discretionary conditions of approval. These include conditions based on adopted City plans and policies; those determined through site plan review, and environmental assessment essential to mitigate adverse effects on the environment including the health, safety, and welfare of the community; and recommended conditions for development that are not essential to health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

Approval of this permit shall be considered null and void in the event of failure by the applicant and/or the authorized representative, architect, engineer, or designer to disclose and delineate all facts and information relating to the subject property and the proposed development.

Approval of this permit may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on this permit, the zoning ordinance, and all City standards and specifications. This permit is granted, and the conditions imposed, based upon the application submittal provided by the applicant, including any operational statement. The application is material to the issuance of this permit. Unless the conditions of approval specifically require operation inconsistent with the application, a new or revised permit is required if the operation of this establishment changes or becomes inconsistent with the application. Failure to operate in accordance with the conditions and requirements imposed may result in revocation of the permit or any other enforcement remedy available under the law. The City shall not assume responsibility for any deletions or omissions resulting from the review process or for additions or alterations to any construction or building plans not specifically submitted and reviewed and approved pursuant to this permit or subsequent amendments or revisions. These conditions are conditions imposed solely upon the permit as delineated herein and are not conditions imposed on the City or any third party. Likewise, imposition of conditions to ensure compliance with federal, state, or local laws and regulations does not preclude any other type of compliance enforcement.

Discretionary conditions of approval may be appealed. All code requirements, however, are mandatory and may only be modified by variance, provided the findings can be made.

All discretionary conditions of approval for CUP 2021-15 will ultimately be deemed mandatory unless appealed by the applicant to City Council within fifteen (15) days after the decision of the Planning Commission, and all discretionary conditions of approval for SPR 2021-03 (Auto Uses, 801 South Gateway Drive) will ultimately be deemed mandatory unless appealed by the applicant to the City Council within ten (10) days after the decision by the Planning Commission. In the event you wish to appeal the Planning

Commission's decision or discretionary conditions of approval, you may do so by filing a written appeal with the City Clerk. The appeal shall state the grounds for the appeal and wherein the Commission failed to conform to the requirements of the zoning ordinance. This should include identification of the decision or action appealed and specific reasons why you believe the decision or action appealed should not be upheld.

These conditions are applicable to any person or entity making use of this permit, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, successors-in-interest, lessee, operator, or any other person or entity making use of this permit. Furthermore, "project site" refers to the portions of 801 South Gateway Drive that are being developed under CUP 2021-15 and SPR 2021-03 by the applicant. The following conditions apply only to these portions of the subject site, unless specifically noted otherwise.

General

1. Approval of this site plan review shall be considered null and void in the event of failure by the applicant and/or the authorized representative, architect, engineer, or the designer to disclose and delineate all facts and information relating to the subject property and the proposed development.
2. Approval of this site plan review may become null and void if development is not completed in accordance with all the conditions and requirements imposed on this site plan review and all City standards and specifications.
3. All conditions of approval shall be the sole financial responsibility of the applicant/owner, except where specifically noted in the conditions or mandated by statutes.

Planning Department

4. VAR 2022-02, CUP 2021-15, and SPR 2021-32 are contingent upon City Council approving REZ 2021-02. VAR 2022-02, CUP 2021-15, and SPR 2021-32 shall not come into effective until REZ 2021-02 is approved by City Council.
5. All parking stalls, including ADA parking, shall be restriped to City standards.
6. With a total of 12 standard parking stalls, applicant shall dedicate and limit three (3) parking spaces per each unit. This shall be done by marking the letter of each suite on the three (3) parking spaces closest to that unit.
7. The three (3) diagonal striped parking stalls fronting suites A, B, C, and E shall be removed before final approval.
8. The uses that the applicant has proposed at the time of this review, and those defined as by-right uses in a C2 – Heavy Commercial zone district per MMC, shall be the only by-right uses allowed.

Any future proposed use not listed by the applicant shall require additional review by the Planning Manager or planning staff.

9. CUP 2021-15 and SPR 2021-32 shall preclude any use that would require a higher number of parking stalls than the uses categorized as commercial and industrial defined in MMC § 10-3.1202 or uses that require more than one (1) space for each 400 sq. ft., plus one (1) space for each two (2) employees, whichever is higher.
10. Table 4 below lists all the permissible uses (Refer to Attachment 2 for exhaustive list). However, CUP 2021-15 shall only apply and allow for small engine and auto repairs, transmission overhauling, tire rebuilding and other comparable uses to operate in one of the existing units. Uses not listed under CUP 2021-15 shall require additional review.

Unit A	*Unit B, C, D, E*
Hair Salon/Barber	Window Tint/Auto Wrap shop
Beaty/Nail/Lashes/Massage Therapy	Smog shop
Office (as outlined in Attachment 2)	Auto repair
Cell phone/computer repair	Small engine repair
Floral business	

11. Unit B and C shall be occupied by one (1) single tenant operating one (1) single business.
12. There shall be no overnight parking and/or storage of any vehicles and/or equipment.
13. The tree fronting the property shall be kept and maintained by the applicant/owner.
14. Landscaping fronting the property on Gateway Drive shall be re-planted with new shrubs per City standards.
15. New on-site landscape per City standards is required before final approval.
16. Applicant shall maintain all on-site landscaping per City standards.
17. The 2 metal sculptures found on the entrance of the property shall be removed before final approval.
18. Any damage to on-site landscaping resulting from on-site improvements shall be addressed and corrected by the applicant/owner and /or contractor.

Fire Marshall

19. Fire and life safety requirements shall be maintained for the existing businesses in accordance with the California Fire Code. Any changes to the existing conditions will require fire approval for code compliance.

REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Anthony Forestiere, Interim Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: D-1

SUBJECT:

Update on Water, Sewer, Storm Drainage and Solid Waste Rate Studies, Confirmation of Direction on Utility Rate increases and Consideration of a Resolution Approving a Date for Prop 218 Public Hearing for Water, Sewer, Storm Drainage and Solid Waste Rate Increases

RECOMMENDATION:

Staff recommends that the Council, after considering the information presented, adopt a Resolution accepting the rate study relating to water, sewer, storm drainage and solid waste; authorizing required actions under Proposition 218; and setting a Proposition 218 public hearing date of June 15, 2022 to consider rates

SUMMARY:

The City issued a Request for Proposal (RFP) in August 2020 for a study of the utility rates for water, sewer, storm drainage, and solid waste services. The City completed its last rate study for water and sewer utility rates in 2015, with the resulting water and sewer rates taking effect in July 2015 with incremental increases through January 2020. In December 2018, the Council considered a revision to the water conservation portion of the water rates and reduced the planned increase from 10 percent to 6 percent for the fiscal year 2018/19. The storm drainage rates have not been adjusted since 1992. The solid waste services are contracted to a third party, and the fee schedule was updated in March 2017.

DISCUSSION:

This item is a follow-up to the discussions at the August 18, 2021, December 15, 2021 and January 19, 2022 Council meetings.

As Council is aware, Madera is a full-service city that provides water, sewer, solid waste, and storm drainage services to its residents. There are approximately 14,200 residential, commercial, and industrial utility customers. The last utility rate study prepared by the City was completed in 2015, which updated the utility rates for water and sewer, taking effect incrementally July 2015 through January 2020. Considering that rates are generally reviewed every 5 years, the City issued a Request for Proposal (RFP) in August 2020 for a study of the utility rates for water, sewer, storm drainage, and solid waste services.

Of the seven proposals received, the City Council (Council) selected NBS Consulting to perform the utility rate studies.

Prior to the ongoing study, the last rate study resulted in water and sewer rates taking effect in July 2015 with incremental increases through January 2020. In December 2018, the Council considered a revision to the water conservation portion of the water rates and reduced the planned increase from 10 percent to 6 percent for the fiscal year 2018/19. The storm drainage rates have not been adjusted since 1992. The solid waste services are contracted to a third party.

Staff has worked with the Consultants to achieve key objectives while minimizing effects on rate payers to the extent possible. Objectives include meeting normal and peak operating demands, providing funding for capital equipment and facilities, maintaining prudent reserves and meeting debt coverage ratios. Although all of these factors affect how rates are calculated, the single most significant factor is how much revenue is required in order meet operational and capital improvement needs. The capital improvement needs for the water and sewer utilities are, in large part, being funded with federal grant funds from the American Rescue Plan Act.

It is worth noting that utilities, including sewer, water, trash collection, and drainage are funded by user fees that provide for the daily operation and maintenance of the various systems. Said fees are viewed as property-related fees for a utility service and are subject to specific requirements of the California Constitution Article XIII D § 6(a), commonly referred to as Proposition (Prop) 218. The requirements include:

- The fees must only cover expenses to provide service to the customer assessed.
- An increase in the fee(s) must be approved by the customers under a protest-ballot procedure, where all affected property owners are notified and given the opportunity to protest the increase in writing or at a public hearing, and a majority protest prohibits the increase.
- A multi-year schedule of fee increases is allowed for up to five years.
- The Prop 218 process occurs after the Council approves the rate studies. This process involves mailing a Notice of the Proposed Rate Increases to all affected customers.
    - Any customer opposed to the rate increase would need to send a letter back to the City protesting the rate increases.
    - If more than 50 percent of the customers are opposed to the rate increase, the increase would be blocked.
    - The Prop 218 process also requires having a public hearing no earlier than 45 days before the mailing to receive comments on the proposed increases. At the end of this hearing, the Council would close the period to receive protests, and then count the protest ballots. If the protest failed, the Council could adopt the proposed rate increase.

The rate study is comprised of several distinct analyses. Each study is attached to this report and include:

- Water
- Wastewater (i.e., sewer)
- Storm Drain
- Solid Waste (i.e., trash), including Street Sweeping

A summary of each is as follows:

WATER RATE STUDY:

The Water Rate Study assumes that $6 Million of the American Rescue Plan Act (ARPA) funds would be used to fund capital projects along with the use of available Water Enterprise Capital Reserve Funds. Based on current and projected costs, including capital projects, the rates are projected to increase 1 percent in fiscal years 2021/2022, and 2022/2023 and 2023/2024 with no increase in rates in the following two years covered by the rate study.

WASTEWATER RATE STUDY:

The Wastewater Rate Study assumes that $16 Million of the ARPA funds would be used to fund capital projects. Based on current and projected costs, including capital projects, the rates are projected to increase 5 percent in each of the next five years.

STORM DRAIN RATE STUDY:

The Storm Drain Rate Study recommends an increase of 15 percent in each of the next five years. These rate increases are necessary to cover ongoing costs, as well as fund prudent reserves. Prior deficits have depleted reserve balances, as rates have not increased since 1992.

SOLID WASTE RATE STUDY:

The Solid Waste Rate Study recommends an increase of 10 percent in total rate revenue in each of the first four years and 4 percent in the fifth year. Because of the cost-of-service adjustments in the first year, the rates for each customer class are affected differently by these increases; in years 2 through 5 the rate increases are applied "across-the-board" to all solid waste rates.

These rate increases are necessary to cover ongoing costs, fund prudent reserves, and new costs associated with State Bill (SB) 1383. SB 1383, effective January 1, 2022, imposes additional recycle and organic recovery mandates, resulting in an estimated 35 percent increase in costs and is calculated as a surcharge that is incorporated into the rates. Additionally, the administrative fees paid to the franchise hauler, which have not historically been recovered from residential customers, are also added to the proposed rates.

Additionally, the Solid Waste Rate Study reviewed street sweeping fees which have historically been billed separately based on linear feet of lot frontage. The rates for street sweeping have been incorporated into proposed solid waste rates and are now recovered from all solid waste customers as a fixed rate, designed to cover ongoing street sweeping costs.

PURPOSE OF THIS WORKSHOP

The purpose of this workshop is to follow-up on previous workshops presented at the August 18, 2021, December 15, 2021 and January 19, 2022 Council meetings, provide background on the rate setting process and, if the Council agrees with the proposed rates, it may direct staff to cause the required publishing of the proposed rates for a Public Hearing to be set for June 15, 2022. The proposed rates will be mailed to all utility customers and property owners prior to the 45-day notice period.

FINANCIAL IMPACT:

The Council has considered alternative rate study scenarios at the August 18, 2021, December 15, 2021 and January 19, 2022 Council meetings. The attached draft rate studies and proposed rates are the result of staff working with the Consultant in consideration of alternative funding sources such as ARPA and Developer Impact Fees, as well as Council discussions. The single-family residential (SFR) current and proposed rates are presented in Table 1. The % of rate revenue increases for the 1st and 5th years are for the total revenue generated by all customer classes. The proposed rates for Solid Waste now include the street sweeping program costs and the administrative fee, which had not previously been charged to customers.

Table 1: *Current Rate, Proposed Rates 1st and 5th Year; % Change 1st Year and Cumulative 5th Year in Rate Revenue*

Rate Study	*In US ($) dollars*				*% Increase*	
	SFR Current Rate	*SFR Proposed 1st Year Rate*	*Increase 1st Year Rate*	*SFR 5th Year Rate*	*1st Year Revenue Rate Increase*	*Cumulative Rate Revenue Change - 5th Year*
Water (Avg. Monthly)	54.81	55.26	0.45	56.47	1%	3.03%
Sewer	42.75	42.96	0.21	52.23	5%	27.63%
Storm Drain	2.00	2.92	0.92	5.11	15%	101.14%
Solid Waste (Incl. St. Sweep and Admin. Fee)	25.56	32.00	6.44	45.77	10%	52.27%
Total	125.12	133.14	8.02	159.58		

The rates will be presented by the Consultant and if Council agrees with the proposed rates, it may direct staff to begin the Proposition 218 approval process by mailing notices of the proposed rate increases to all utility customers and property owners and, after at least 45 days, hold a Public Hearing to be set for June 15, 2022'

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is consistent with Vision Plan Action Item 115.5.

Action Item #115.5: Insure the physical and financial sustainability of the City existing and expanding sewer and water infrastructure.

A. Develop a comprehensive detailed inventory of the existing water and sewer collection systems that forecasts the probable life, and periodic major maintenance and/or replacement of all of the individual elements.
B. Provide a long-term financial plan that forecasts the required capital repairs to the existing system and corresponding revenues.
C. Where feasible, include appropriate funding in annual and CIP budgeting and determination of user rates.

ATTACHMENTS

1. Resolution
2. Water Rate Study
    a. Appendix: Detailed Water Study Tables and Figures
3. Wastewater Rate Study
    a. Appendix: Detailed Wastewater Study Tables and Figures
4. Storm Drain Rate Study
    a. Appendix: Detailed Storm Drain Study Tables and Figures
5. Solid Waste Rate Study
    a. Appendix: Detailed Solid Waste Study Tables and Figures

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING THE RATE STUDY RELATING TO WATER, SEWER, STORM DRAINAGE AND SOLID WASTE; AUTHORIZING REQUIRED ACTIONS UNDER PROPOSITION 218; AND SETTING A PROPOSITION 218 PUBLIC HEARING DATE TO CONSIDER RATE INCREASES

WHEREAS, the City of Madera engaged NBS Consulting, a firm with expertise in the analysis of costs relating to utilities to conduct a rate study of the City's municipal water, sewer, storm drainage, and solid waste utilities; and

WHEREAS, the Council has held three public workshops (August 18, 2021, December 15, 2021, and January 22, 2022) regarding current rates and the need to increase rates to meet operational costs; and

WHEREAS, the Council has received a final report from NBS Consulting at this Council meeting of April 6, 2022, and heard from staff on this matter; and

WHEREAS, the Council wishes to proceed with the Proposition 218 Process relating to proposed rate increases.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Council accepts the final report from NBS Consulting relating to proposed rate increases for water, sewer, storm drainage, and solid waste.

3. Staff is directed and authorized to take required actions under Proposition 218 including but not limited to preparation and mailing of required 45-day notices to rate payers and setting of at least one workshop during the 45-day period.

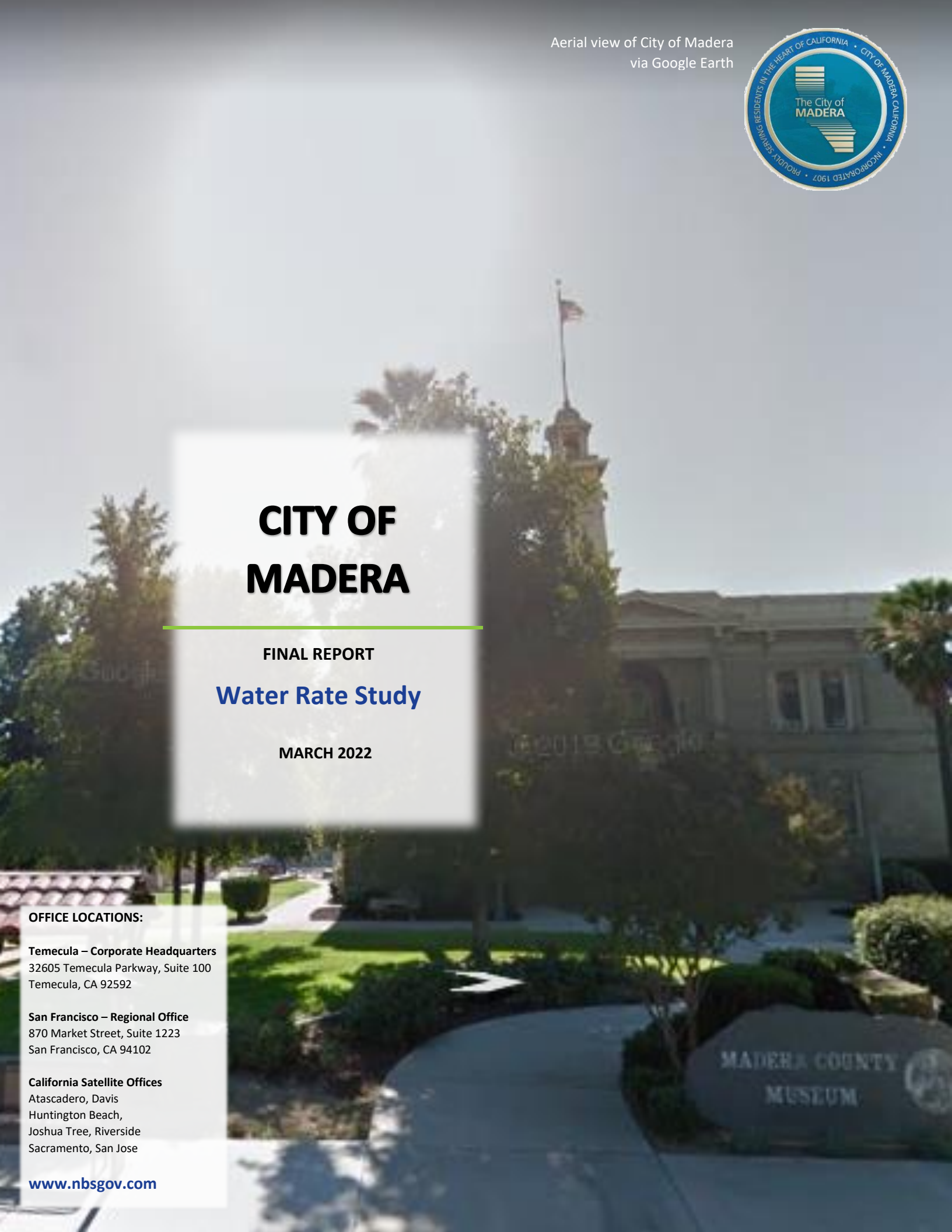
4. A public hearing shall be held in accordance with the requirements of Proposition 218.

5. The date for the public hearing on the proposed rate increases is hereby set for June 15, 2022, at 6 PM in the Madera Council Chamber.

6. Staff are directed to take all actions necessary to effectuate the Proposition 218 process and to ensure an open, transparent, and lawful process regarding the proposed rate increases.

7. This resolution is effective immediately upon adoption.

* * * * * * *



Aerial view of City of Madera
via Google Earth

CITY OF MADERA

FINAL REPORT

Water Rate Study

MARCH 2022

OFFICE LOCATIONS:

Temecula – Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

San Francisco – Regional Office
870 Market Street, Suite 1223
San Francisco, CA 94102

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Huntington Beach,
Joshua Tree, Riverside
Sacramento, San Jose

www.nbsgov.com

TABLE OF CONTENTS

Section 1. Purpose and Overview of the Study 1

A. Purpose 1

B. Overview of the Study 1

Section 2. Water Rate Study 4

A. Key Water Rate Study Issues 4

B. Financial Plan 4

C. Cost of Service Analysis 6

Classification of Costs 7

Customer Classes 8

Costs Allocated to Customer Classes 9

D. Rate Design Analysis 12

Fixed Charges 12

Variable Charges 13

E. Proposed Water Rates 13

F. Comparison of Current and Proposed Water Bills 14

G. Drought Rate Analysis 19

Section 3. Recommendations and Next Steps 21

A. Consultant Recommendations 21

B. Next Steps 21

C. NBS' Principal Assumptions and Considerations 21

Appendix: Detailed Water Rate Study Tables and Figures

TABLE OF FIGURES

Figure 1. Primary Components of a Rate Study 1
Figure 2. Summary of Water Revenue Requirements 5
Figure 3. Summary of Capital Improvement Plan 6
Figure 4. Summary of Reserve Funds 6
Figure 5. Cost Classification Summary 7
Figure 6. Allocation of Water Revenue Requirements 8
Figure 7. Commodity and Conservation Allocation Factors 9
Figure 8. Capacity Allocation Factor 9
Figure 9. Customer Allocation Factor 9
Figure 10. Cost Allocation Methodology 10
Figure 11. Capacity Related Costs and Customer Costs Allocation 11
Figure 12. Meter Equivalency Factors 11
Figure 13. Commodity and Conservation Cost Allocations 12
Figure 14. Calculated Fixed Meter Charges 13
Figure 15. Calculated Variable Charges 13
Figure 16. Proposed Water Rates 14
Figure 17. Monthly Bill Comparison for Single Family Customers (1-inch meters) 15
Figure 18. Monthly Water Bill Comparison for Commercial Customers (1-inch meters) 16
Figure 19. Regional Bill Comparison for Single-Family Customers 17
Figure 20. Regional Bill Comparison for Commercial Customers 18
Figure 21. Net Revenue Requirements Impacted by Conservation 19
Figure 22. Calculation of Commodity Costs at 10% Conservation 19
Figure 23. Proposed Drought Rates 20

ABBREVIATIONS & ACRONYMS

AAF	Average Annual Flow
AF	Acre Foot, equal to 435.6 HCF/CCF or 325,851 gallons
Alt.	Alternative
Avg.	Average
AWWA	American Water Works Association
BMP	Best Management Practice
CA	Customer
CAP	Capacity
CCF	Hundred Cubic Feet (same as HCF); equal to 748 gallons
CCI	Construction Cost Index
COM	Commodity
Comm.	Commercial
COS	Cost of Service
COSA	Cost of Service Analysis
CPI	Consumer Price Index
CIP	Capital Improvement Program
DU	Dwelling Unit
Excl.	Exclude
ENR	Engineering News Record
EDU	Equivalent Dwelling Unit
Exp.	Expense
FP	Fire Protection
FY	Fiscal Year (e.g., July 1st to June 30th)
FY 2021/22	July 1, 2021 through June 30, 2022
GPD	Gallons per Day
GPM	Gallons per Minute
HCF	Hundred Cubic Feet; equal to 748 gallons or 1 CCF
Ind.	Industrial
Irr.	Irrigation
LAIF	Local Agency Investment Fund
MFR	Multi-Family Residential
Mo.	Month
Muni.	Municipal
N/A	Not Available or Not Applicable
O&M	Operational & Maintenance Expenses
Prop 13	Proposition 13 (1978) – Article XIIIA of the California Constitution which limits taxes on real property to 1% of the full cash value of such property.

This list identifies abbreviations and acronyms that may be used in this report. This list has not been viewed, arranged, or edited by an attorney, nor should it be relied on as legal advice. The intent of this list is to support the recognition and analysis of this report. Any questions regarding clarification of this document should be directed to staff or an attorney specializing in this particular subject matter.

Prop 218	Proposition 218 (1996) – State Constitutional amendment expanded restrictions of local government revenue collections.
Req't	Requirement
Res.	Residential
Rev.	Revenue
RTS	Readiness-to-Serve
R&R	Rehabilitation & Replacement
SFR	Single Family Residential
SRF Loan	State Revolving Fund Loan
SWRCB	State Water Resources Control Board
V. / Vs. /vs.	Versus

This list identifies abbreviations and acronyms that may be used in this report. This list has not been viewed, arranged, or edited by an attorney, nor should it be relied on as legal advice. The intent of this list is to support the recognition and analysis of this report. Any questions regarding clarification of this document should be directed to staff or an attorney specializing in this particular subject matter.

SECTION 1. PURPOSE AND OVERVIEW OF THE STUDY

A. Purpose

The City of Madera (City) retained NBS to conduct a comprehensive water rate study for several reasons, including meeting revenue requirements, providing greater financial stability for the water enterprise, and complying with certain legal requirements (such as California Constitution article XIII D, Section 6, which is commonly referred to as Proposition 218 [Prop 218]). The rates resulting from this study were developed in a manner that is consistent with industry standard cost of service principles. In addition to documenting the rate study methodology, this report is provided with the intent of assisting the City to maintain transparent communications with its residents and businesses.

In developing new water rates, NBS worked cooperatively with City staff and the City Council (Council), in selecting appropriate rate alternatives. Based on input from all stakeholders, the proposed rates are summarized in this report.

B. Overview of the Study

Comprehensive rate studies such as this one typically includes the following three components, as outlined in **Figure 1**:

1. Preparation of a **Financial Plan**, which identifies the net revenue requirements for the utility.
2. **Cost of Service Analysis,** which determines the cost of providing service to each customer class and water usage tiers.
3. **Rate Design Analysis,** which evaluates different rate design alternatives.

Figure 1. Primary Components of a Rate Study



Compares current sources and uses of funds and determines the revenue needed from rates and projects rate adjustments.

Proportionately allocates the revenue requirements to the customer classes and tiers in compliance with industry standards and State Law.

Considers what rate structure will best meet the City's need to collect rate revenue from each customer class.

These steps are intended to follow industry standards and reflect the fundamental principles of cost-of-service rate making embodied in the American Water Works Association (AWWA) Principles of Water Rates, Fees, and Charges[1], also referred to as the M1 Manual. The rate study also addresses requirements under

1 Principles of Water Rates, Fees, and Charges, Manual of Water Supply Practices, M1, AWWA, seventh edition, 2017.

Proposition 218 that rates do not exceed the cost of providing the service, and that the rates be proportionate to the cost of providing service for all customers. In terms of the chronology of the study, these three steps represent the order they were performed in this Study. Detailed tables and figures documenting the development of the proposed rates are provided in the Appendix.

FINANCIAL PLAN

As a part of this rate study, NBS projected revenues and expenditures on a cash flow basis for the next five years. The amount of rate revenue required, that will allow reserves to be maintained at the recommended levels, is known as the *net revenue requirement*. As current rate revenue falls short of the net revenue requirement, rate adjustments -- or more accurately, adjustments in the total revenue collected from rates -- are recommended. This report presents an overview of the methodologies, assumptions, and data used, along with the financial plans and proposed rates developed in this study[2].

WATER RATE DESIGN ANALYSIS

Rate Design is typically the stage in the study where NBS, staff and the Council must work closely together, to develop rate alternatives that will meet the City's objectives. It is important for the water utility to send proper price signals to its customers about the actual cost of their water usage. This objective is typically addressed through both the magnitude of the rate adjustments, and the rate structure design. In other words, both the amount of revenue collected, and the way in which the revenue is collected from customers are important.

Several criteria are typically considered in setting rates and developing practical rate structures. The fundamentals of this process have been documented in a number of rate-setting manuals, such as the American Water Works Association (AWWA) Manual M1. The foundation for evaluating rate structures is generally credited to James C. Bonbright in the *Principles of Public Utility Rates*[3], which outlines pricing policies, theories, and economic concepts along with various rate designs. The following is a simplified list of the attributes of a sound rate structure:

- Rates should be easy to understand from the customer's perspective.
- Rates should be easy to administer from the utility's perspective.
- Rates should promote the efficient allocation of the resource.
- Rates should be equitable and non-discriminating (that is, cost based).
- There should be continuity in the ratemaking philosophy over time.
- Rates should address other utility policies (for example, encouraging conservation & economic development).
- Rates should provide month-to-month and year-to-year revenue stability.

The following are the basic rate design criteria that were considered in this study:

Rate Structure Basics –The vast majority of rate structures contain a fixed or minimum charge in combination with a volumetric charge. The revenue requirements for each customer class are collected from both fixed monthly meter charges and variable commodity charges. The rates proposed in this report are designed to

2 The complete financial plan is set forth in the Appendix.

3 James C. Bonbright; Albert L. Danielsen and David R. Kamerschen, Principles of Public Utility Rates, (Arlington, VA: Public Utilities Report, Inc., Second Edition, 1988), p. 383-384.

collect the almost the same revenue split as current rates; about 36 percent (36%) of rate revenue from the fixed meter charge and 64 percent (64%) from the variable commodity charge[4].

Fixed Charges – Fixed charges can be called base charges, minimum monthly charges, customer charges, fixed meter charges, etc. Fixed charges for water utilities typically increase by meter size. From a financial stability perspective, if utilities recover all of their fixed costs from fixed charges and all of their variable costs from volumetric charges, fluctuations in water sales revenues are directly offset by reductions or increases in variable expenses. When rates are set in this manner, they provide the greatest revenue stability for the utility. However, other factors are often considered when designing water rates such as community values, water conservation goals, ease of understanding, and ease of administration.

Volumetric (Consumption-Based) Charges – In contrast to fixed charges, variable costs such as purchased water, the cost of electricity used in pumping water, and the cost of chemicals for treatment tend to change with the quantity of water produced. For a water utility, variable charges are based on metered consumption and charged on a dollar-per-unit cost (for example, per 100 cubic feet, or one hundred cubic feet (hcf), which is equal to approximately 748 gallons).

Multi-Tiered Water Charges – An inclining block rate structure attempts to send a price signal to customers that their consumption costs more as more water is consumed and is generally considered to be a more conservation-oriented rate structure. Tiered water charges are encouraged by state law and regulatory mandates but are also intended to represent the higher costs for customers that contribute more to peak summertime usage and place greater demands on the system. The types of higher costs reflected, for example, in the higher tiers of the rate structure may include conservation program costs which are intended to encourage customers to eliminate inefficient and wasteful water use, and otherwise reduce consumption during peak periods.

REGULATORY ISSUES

Drought and Water Conservation - On January 17, 2014, Governor Jerry Brown declared a State of Emergency throughout California due to severe drought conditions. On April 1, 2015, the Governor issued Executive Order B-29-15 mandating statewide water conservation of 25 percent. The specific conservation mandate for each community in California varied from 4 to 36 percent.

While conservation is good from a supply and environmental standpoint, it places financial pressure on the utility. Consumption has an impact on both revenue and expenses and with positive conservation efforts continuing to be a high priority for the City, the revenue declines could put the water utility at risk in the future without changes in the consumption charges. The City directed NBS to develop a drought rate structure which is presented in Section 2 of this report. The drought rates presented in this report may be adopted at the Council's choosing in the future, in the event of a state issued drought mandate as was done in 2015.

4 The California Urban Water Conservation Council recommends recovering at least 70 percent of rate revenue through volume-based rates. However, water utilities are allowed to develop their own allocations that accurately reflect their actual cost allocations.

SECTION 2. WATER RATE STUDY

A. Key Water Rate Study Issues

The City's water rate analysis was undertaken with a few specific objectives, including:

- Maintain routine operation and maintenance expenditures of the water system, including salaries and benefits of water resources staff, contracted services and water sustainability programs.
- Fund routine capital projects to maintain a modern and reliable water network and infrastructure.
- Maintain reserve fund levels to ensure future financial stability for the water utility.
- Provide revenue stability for the Utility, due to the level of capital investment planned over the next five years.
- Comply with Prop 218 requirements to ensure cost of service are properly allocated amongst user classifications.
- Evaluate the appropriateness of the current tiered rate structure and compare it to a uniformed rate structure.

The rate structures NBS is proposing relied on industry standards and cost-of-service principles. The fixed and volume-based charges were calculated based on the net revenue requirements, number of customer accounts and water consumption data provided by the City.

B. Financial Plan

It is important for municipal utilities to maintain reasonable reserves in order to handle emergencies, fund working capital, maintain a good credit rating, and generally follow sound financial management practices. Rate adjustments are governed by the need to meet operating and capital costs, maintain adequate debt coverage, and build reasonable reserve funds. The current state of the City's water utility, with regard to these objectives, is as follows:

- **Meeting Net Revenue Requirements:** For Fiscal Year (FY) 2021/22 through FY 2025/26, the projected net revenue requirement (that is, total annual expenses plus debt service and rate-funded capital costs, less non-rate revenues) for the City is approximately $10.2 million on average, annually.
- **Building and Maintaining Reserve Funds:** Reserve funds provide a basis for a utility to cope with fiscal emergencies such as revenue shortfalls, asset failure, and natural disasters, among other events. Reserve policies provide guidelines for sound financial management, with an overall long-range perspective to maintain financial solvency and mitigate financial risks associated with revenue instability, volatile capital costs, and emergencies. The reserve funds for the Utility are considered unrestricted reserves and consist of the following:
    - **The Operating Reserve** should equal approximately 90 days of operating expenses (reaching approximately $2.1 million in FY 2025/26). An Operating Reserve is intended to promote financial viability in the event of any short-term fluctuation in revenues and/or expenditures. Fluctuations in revenue can be caused by weather patterns, the natural inflow and outflow of cash during billing cycles, natural variability in demand-based revenue streams (such as volumetric charges), and – particularly in periods of economic distress – changes or trends in age of receivables.

- **The Capital Outlay Reserve** should equal roughly 6% of asset values, reaching $4 million annually over the next five years. These monies are set aside to address long-term and routine capital system replacement and rehabilitation needs.

- **Funding Capital Improvement Projects:** The City must also be able to fund necessary capital improvements in order to maintain current service levels. City staff has identified roughly $43.5 million (in current year dollars) in expected capital expenditures for FY 2021/22 through 2025/26. With the recommended rate increases, these expenditures can be accomplished while keeping reserves above the minimum recommended target. The City was also able to secure grant monies from the American Rescue Plan Act (ARPA), in which $6 million is allocated towards the water enterprises' capital projects. This grant funding significantly helps offset the financial burden on rate payers.
- **Inflation and Growth Projections:** Assumptions regarding cost inflation were made in order to project future revenues and expenses for the study period.
    - Customer growth is expected to be 0% annually.
    - General inflation is assumed to be 3% annually.
    - Water supply, salaries, benefits, fuel, and electricity are all assumed to be 5% annually.
    - Some expenses are assumed to have no escalation annually.
- **Maintaining Adequate Bond Coverage:** The City currently has two outstanding water revenue bonds from 2015 and 2019 that require the City to maintain a debt service coverage ratio of at least 1.20. The benefit of exceeding the minimum debt coverage ratio is that it strengthens the City's credit rating, which can help lower the interest rates for debt-funded capital projects in the future, should the City decide to use them.

Rate revenue adjustments of one percent (1%) annually in FY 2021/22 through FY 2023/24 are recommended in order to fund operating expenses, planned capital projects, debt service obligations and reach the target reserve level by FY 2025/26. **Figure 2** summarizes the sources and uses of funds, net revenue requirements, and the recommended annual percent adjustments in total rate revenue recommended for the next 5 years for the City.

Figure 2. Summary of Water Revenue Requirements

Summary of Sources and Uses of Funds and Net Revenue Requirements	Budget FY 2020/21	Projected FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Sources of Water Funds						
Rate Revenue Under Prevailing Rates	$ 11,572,381	$ 11,572,381	$ 11,572,381	$ 11,572,381	$ 11,572,381	$ 11,572,381
Additional Revenue from Rate Increases [1]	-	*28,931*	*232,605*	*350,655*	*350,655*	*350,655*
Projected Annual Rate Increase	*0.00%*	*1.00%*	*1.00%*	*1.00%*	*0.00%*	*0.00%*
Non-Rate Revenues	318,705	318,705	318,705	318,705	318,705	318,705
Interest Earnings	122,632	415,410	338,224	73,616	89,164	103,451
Total Sources of Funds	**$ 12,013,718**	**$ 12,335,426**	**$ 12,461,914**	**$ 12,315,357**	**$ 12,330,904**	**$ 12,345,191**
Uses of Water Funds						
Operating Expenses	$ 6,919,425	$ 7,258,284	$ 7,511,453	$ 7,767,973	$ 8,301,238	$ 8,590,059
Debt Service	779,257	778,791	781,889	783,744	784,327	783,599
Rate-Funded Capital Expenses	649,884	1,948,133	6,894,764	927,771	477,227	-
Total Use of Funds	**$ 8,348,566**	**$ 9,985,208**	**$ 15,188,106**	**$ 9,479,488**	**$ 9,562,791**	**$ 9,373,658**
Surplus (Deficiency) after Rate Increase	**$ 3,665,152**	**$ 2,350,219**	**$ (2,726,191)**	**$ 2,835,869**	**$ 2,768,113**	**$ 2,971,533**
Cumulative Rate Increases	*0.00%*	*1.00%*	*2.01%*	*3.03%*	*3.03%*	*3.03%*
Net Revenue Requirement[2]	**$ 7,907,229**	**$ 9,251,093**	**$ 14,531,177**	**$ 9,087,166**	**$ 9,154,923**	**$ 8,951,503**

1. Revenue from rate increases assume an implementation date of April 1, 2022 and then July 1st, 2022 through 2025.
2. Total Use of Funds less non-rate revenues and interest earnings. This is the annual amount needed from water rates.

Figure 3 summarizes the Capital Improvement Plan, providing the expected cost and timing of capital projects during the 5-year rate period. The American Rescue Plan Act (ARPA) grant monies, in which $6 million are allocated to capital projects in the water enterprise fund are shown in this figure.

Figure 3. Summary of Capital Improvement Plan

CAPITAL FUNDING FORECAST	Budget	Projected				
Funding Sources:	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Grants[1]	$ 779,663	$ -	$ 2,500,000	$ -	$ -	$ -
Use of Development Impact Fee Fund[2]	98,953	155,367	155,367	155,367	155,367	155,367
Use of American Rescue Plan Proceeds[3]	-	1,380,000	4,620,000	-	-	-
Use of Capital Expenditure Reserve Fund	5,500,000	6,500,000	11,500,000	2,000,000	2,000,000	2,000,000
Rate Revenue	649,884	1,948,133	6,894,764	927,771	477,227	-
Total Sources of Capital Funds	**$ 7,028,500**	**$ 9,983,500**	**$25,670,131**	**$ 3,083,138**	**$ 2,632,594**	**$ 2,155,367**

1. Grant Funding is per source file: *Enterprise Funds Budget 2020-21.pdf, pages 21-32.*
   FY 2022/23 grant from updated CIP file: *Water CIP Table ARPA.xlsx.*
2. Development Impact Fee Fund to fund some projects used for future customers only per *Water CIP Table ARPA.xlsx.*
   This amount drains the DIF fund in order to contribute to projects over time.
3. The City was awarded American Rescue Plan Act funds in which $6 million is allocated to water capital projects.

Figure 4 summarizes the projected reserve fund balances and reserve targets for the water utility's unrestricted reserve funds. The appendix tables include the detailed revenue requirements, reserve funds, revenue sources, proposed rate adjustments, and the City's capital improvement program. As can be seen in Figure 4, given proposed rate adjustments, reserves will meet the minimum target all projected years, except FY 2023/24 and FY 2024/25, where reserves dip below targets in order to cash fund the capital improvement program that is not funded with ARPA funding.

Figure 4. Summary of Reserve Funds

Beginning Reserve Fund Balances and Recommended Reserve Targets	Budget	Projected				
	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Operating Reserve Fund						
Ending Balance	$ 1,706,160	$ 1,789,714	$ 2,063,523	$ 1,915,391	$ 2,046,881	$ 2,118,097
Recommended Minimum Target	*1,706,160*	*1,789,714*	*1,852,139*	*1,915,391*	*2,046,881*	*2,118,097*
Capital Outlay Reserve Fund						
Ending Balance	$ 20,627,685	$ 16,394,350	$ 1,894,350	$ 2,878,351	$ 3,514,974	$ 4,415,291
Recommended Minimum Target	*2,000,000*	*2,000,000*	*4,000,000*	*4,000,000*	*4,000,000*	*4,000,000*
Debt Service Reserve Fund						
Ending Balance	$ 485,383	$ 485,383	$ 485,383	$ 485,383	$ 485,383	$ 485,383
Recommended Minimum Target	-	-	-	-	-	-
Total Ending Balance	**$ 22,333,845**	**$ 18,184,064**	**$ 3,957,873**	**$ 4,793,742**	**$ 5,561,855**	**$ 6,533,388**
Total Recommended Minimum Target	***$ 3,706,160***	***$ 3,789,714***	***$ 5,852,139***	***$ 5,915,391***	***$ 6,046,881***	***$ 6,118,097***

C. Cost of Service Analysis

Once the net revenue requirements are determined, the cost-of-service analysis proportionately distributes the revenue requirements to each of the customer classes. The cost-of-service analysis consists of two major components: (1) the classification of expenses, and (2) the allocation of costs to customer classes. Costs were classified corresponding to the function they serve. All costs in the City's budget are allocated to each component of the rate structure in proportion to the level of service required by customers. The levels of service are related to volumes of peak and non-peak demand, infrastructure capacity, and customer service. These are based on allocation factors, such as water consumption, peaking factors, and number of accounts by meter size. Ultimately, a cost-of-service analysis is intended to result in rates that are proportional to the cost of providing service to each customer.

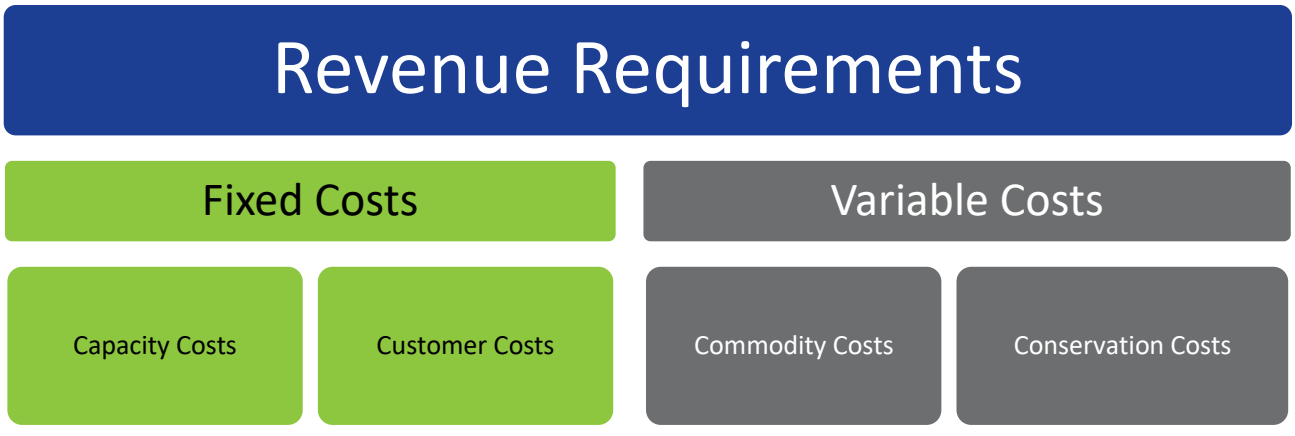
CLASSIFICATION OF COSTS

Most costs are not typically allocated 100 percent to fixed or variable categories and, therefore, are allocated to multiple functions of water service. Costs were classified using the commodity-demand method which is found in the AWWA M1 Manual[5]. In accordance with this method, budgeted costs were "classified" into four categories: base commodity, conservation, capacity, and customer. The classification process provides the basis for allocating costs to various customer classes based on the cost causation (classification) components described below:

- **Commodity related costs** are those that change as the volume of water produced and delivered changes. These commonly include the costs of water quality testing, energy related to pumping for transmission and distribution, and source of supply.
- **Conservation related costs** are associated with efforts made by the City to permanently reduce water usage.
- **Capacity related costs** are related with sizing facilities to meet the maximum, or peak demand. This includes both operating costs and capital infrastructure costs incurred to accommodate peak system capacity events.
- **Customer related costs** are correlated with having a customer on the water system, such as meter reading, postage, billing and other administrative duties.

The City's budgeted costs were reviewed and allocated to these cost causation components which are used as the basis for establishing new water rates and translate to fixed and variable charges. Tables in the Appendix show how the City's expenses were classified and allocated to these cost causation components. Additionally, each cost causation component is considered fixed or variable, as summarized in **Figure 5.**

Figure 5. Cost Classification Summary



Based on the City's projected costs, the Cost-of-Service Analysis (COSA) resulted in a distribution that is approximately 36% fixed and 64% variable. The City's current rate structure collects about 33% of rate revenue from fixed charges and 67% from variable charges. **Figure 6** summarizes the allocation of the net revenue requirements to each cost causation component for the proposed new rate structure.

[5] *Principles of Water Rates, Fees, and Charges, Manual of Water Supply Practices, M1, AWWA, seventh edition, 2017, p. 83.*

Figure 6. Allocation of Water Revenue Requirements

Functional Category	*Proposed Rates for FY 2021/22* Adjusted Net Revenue Requirements 36% Fixed / 64% Variable	
Commodity - Related Costs	$ 7,001,348	*59.1%*
Conservation - Related Costs	$ 632,653	*5.3%*
Capacity - Related Costs	$ 2,758,809	*23.3%*
Customer - Related Costs	$ 1,459,629	*12.3%*
Total	$ 11,852,440	*100%*

CUSTOMER CLASSES

Customer classes are determined by combining customers with similar demand characteristics and types of use into categories that reflect the cost differentials to serve each type of customer. This process is limited by the desire to not overcomplicate the City's rate structure.

For the City, the customer classes are split between single-family residential, multi-family residential, commercial, industrial, and irrigation. Single-family residential customers are separated from other customers for the purpose of the rate calculation because non single-family customers:

1. Are using more water on average per account.
2. Water usage varies greatly among these customers based on the specific type of customer and meter size.

The amount of consumption, the peaking factors, the number of meters, and the number of dwelling units by customer class are used in the cost-of-service analysis to allocate costs to customer classes and determine the appropriate rate structures for each. The City's most recent consumption is summarized in **Figure 7**.

Commodity (and conservation) related costs are associated with the total annual consumption of water by customer class, as shown in Figure 7. This figure also shows the average monthly statistics for each customer class.

Figure 7. Commodity and Conservation Allocation Factors

Customer Class	Volume (hcf)[1]	Percent of Total Volume	*Average Monthly Statistics*		
			Winter	*Annual*	*Summer*
Single-Family	2,253,906	**63.4%**	8	15	22
Multi-Family	467,097	**13.1%**	9	12	17
Commercial	679,591	**19.1%**	42	70	103
Industrial	37,010	**1.0%**	101	134	168
Irrigation	115,456	**3.2%**	44	141	261
Total	**3,553,060**	**100%**			

1. Consumption is from January through December 2020.

As shown in **Figure 8,** the capacity related costs are determined from the peak monthly use of each customer class. The peaking factors of each customer class are also calculated in this figure.

Figure 8. Capacity Allocation Factor

Customer Class	Average Monthly Use (hcf)	Peak Monthly Use (hcf) [2]	Peaking Factor	Max Monthly Capacity Factor
Single-Family	187,825	286,177	**1.52**	**63.9%**
Multi-Family	38,925	54,661	**1.40**	**12.2%**
Commercial	56,633	84,950	**1.50**	**19.0%**
Industrial	3,084	4,013	**1.30**	**0.9%**
Irrigation	9,621	18,378	**1.91**	**4.1%**
Total	**296,088**	**448,180**		**100%**

2. Based on peak monthly data (peak day data not available).

The number of customers for each customer class (also known as customer allocation factors) are shown in **Figure 9**.

Figure 9. Customer Allocation Factor

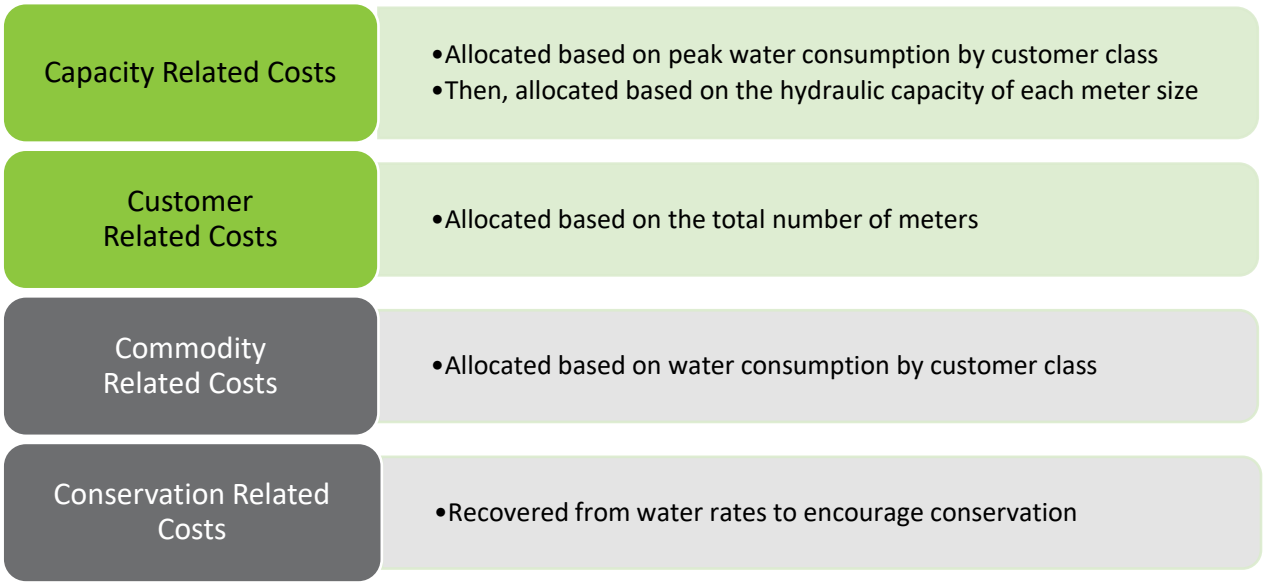
Customer Class	Number of Meters [1]	Percent of Total Accounts	Number of Units [1]	Percent of Total Units
Single-Family	12,663	**89.8%**	12,663	**75.6%**
Multi-Family	528	**3.7%**	3,183	**19.0%**
Commercial	813	**5.8%**	813	**4.9%**
Industrial	23	**0.2%**	23	**0.1%**
Irrigation	68	**0.5%**	68	**0.4%**
Total	**14,095**	**100.0%**	**16,750**	**100.0%**

1. Meter Count is from December 2020.

COSTS ALLOCATED TO CUSTOMER CLASSES

Costs are allocated to each customer class based on the customer characteristics of each class in order to reflect the cost differentials to serve each type of customer. **Figure 10** summarizes how the costs for each cost causation component from Figure 6 are allocated to each customer class.

Figure 10. Cost Allocation Methodology



The costs allocated to each causation component are assigned to each customer class using the cost allocation methodology described in Figure 10. This process is shown in the following sections.

Capacity Related Costs

The capacity related costs allocation is summarized in **Figure 11**. Capacity related costs are those costs associated with constructing and operating the water system to ensure there is sufficient capacity in the system to meet the demand of each meter connected. These costs are first allocated to customer classes based on monthly peak capacity factors and then by hydraulic capacity.

Larger meters have the potential to use more of the system's capacity, compared to smaller meters. The potential capacity demanded is proportional to the maximum safe meter capacity (hydraulic capacity) of each meter size as established by the AWWA[6]. The meter capacity factors used in this study are shown in **Figure 12**.

A "hydraulic capacity factor" is calculated by dividing the maximum capacity or flow of large meters by the capacity of the base meter size, which is typically the most common residential meter size (in this case a 1-inch meter). For example, Figure 12 shows the hydraulic capacity of a two-inch meter is 3.20 times that of a 1-inch meter.

The actual number of meters by size is multiplied by the corresponding capacity ratios to calculate the total number of equivalent meters. The number of equivalent meters is used as a proxy for the potential demand that each customer can place on the water system and the percentage of capacity related costs distributed to each meter size by the Percent of Total Hydraulic Capacity.

6 Water Meters - Selection, Installation, Testing, and Maintenance, Manual of Water Supply Practices, M6, AWWA, fifth edition, 2027, p. 63.

Customer Related Costs

The customer related cost allocation is also summarized in **Figure 11**. Customer related costs are comprised of those costs related to reading and maintaining meters, customer billing and collection, and other customer service related costs. The customer service costs do not differ among the various meter sizes; therefore, these costs are spread equally among all meters. Each customer class is allocated customer related costs based upon the percentage of total meters that are in that class.

Figure 11. Capacity Related Costs and Customer Costs Allocation

Customer Classes	Classification Components		Cost of Service Net Rev. Req'ts	% of COS Net Revenue Req'ts
	Capacity - Related Costs	Customer - Related Costs		
Single-Family	$ 1,761,585	$ 1,103,479	$ 2,865,064	*67.9%*
Multi-Family	336,472	277,373	613,845	*14.6%*
Commercial	522,920	70,846	593,766	*14.1%*
Industrial	24,704	2,004	26,708	*0.6%*
Irrigation	113,129	5,926	119,055	*2.8%*
Total Net Revenue Requirement	**$ 2,758,809**	**$ 1,459,629**	**$ 4,218,438**	**100%**

Figure 12. Meter Equivalency Factors

Meter Size	Standard Meters[1]	
	Meter Capacity (gpm)	Equivalency to 1 inch
	Displacement Meters	
5/8 inch	20	0.40
3/4 inch	30	0.60
1 inch	50	1.00
1.5 inch	100	2.00
2 inch	160	3.20
	Compound Class I Meters	
3 inch	320	6.40
4 inch	500	10.00
6 inch	1,000	20.00
8 inch	1,600	32.00

1. Meter flow rates are from *AWWA M-1* Table B-1.

Commodity and Conservation Related Costs

Commodity related costs are those costs related to the amount of water sold and commonly include the costs of chemicals used in the treatment process, energy related to pumping for transmission and distribution, and source of supply. Each customer class is allocated commodity related costs based upon the percentage of total consumption by that class. These costs are summarized in **Figure 13**.

Conservation related costs are those costs related to the water conservation program expenses in the City's budget. These are also summarized by customer class in Figure 13.

Figure 13. Commodity and Conservation Cost Allocations

Customer Classes	Classification Components		Cost of Service Net Rev. Req'ts	% of COS Net Revenue Req'ts
	Commodity - Related Costs	Conservation - Related Costs		
Single-Family	$ 4,441,349	$ 401,327	$ 4,842,676	*63.4%*
Multi-Family	920,421	83,171	1,003,592	*13.1%*
Commercial	1,339,142	121,007	1,460,150	*19.1%*
Industrial	72,929	6,590	79,519	*1.0%*
Irrigation	227,507	20,558	248,065	*3.2%*
Total Net Revenue Requirement	**$ 7,001,348**	**$ 632,653**	**$ 7,634,002**	**100%**

The City currently has a three-tiered volumetric rate for single-family residential customers and a two-tiered volumetric rate structure for multi-family residential customers. Non-residential customers are charged on a single, uniform volumetric rate per unit of water.

Because of the City's concern about the current tiered rate structure, NBS recommends eliminating tiers from residential customers and charge one uniform rate for single family residential, multi-family residential and non-residential customers.

D. Rate Design Analysis

The process of evaluating the water rate structure provides the opportunity to incorporate a number of rate-design objectives and policies, including revenue stability, equity among customer classes, and water conservation. The following sections describe this process.

NBS developed a water rate structure for the City to consider with the following components:

1. Maintain a monthly fixed charge designed to collect 36% of rate revenue.
2. Maintain a volumetric charge per unit of water designed to collect 64% of rate revenue:
   Eliminate tiered rate structure for single family residential customers and collect variable revenue from a single, uniform rate per hcf for single family residential, multi-family residential and non-residential customers.

FIXED CHARGES

The fixed meter charge recognizes that the water utility incurs fixed costs regardless of whether customers use any water. There are two components that comprise the fixed meter charge: the customer component and the capacity component, as described in the previous section. Using the costs allocated to each customer from Figure 11; **Figure 14** shows the calculations for the monthly charge for each customer class.

Figure 14. Calculated Fixed Meter Charges

Number of Meters by Class and Size[1]	5/8 inch	3/4 inch	1 inch	1 1/2 inch	2 inch	3 inch	4 inch	6 inch	8 inch
Single-Family	1	2	12,369	34	229	12	16	-	-
Multi-Family	-	1	416	11	91	2	1	4	2
Commercial	1	4	597	29	146	14	17	4	1
Industrial	-	-	13	3	4	2	1	-	-
Irrigation	-	-	46	3	14	3	2	-	-
Total Meters/Accounts	**2**	**7**	**13,441**	**80**	**484**	**33**	**37**	**8**	**3**
Hydraulic Capacity Factor[2]	*0.40*	*0.60*	*1.00*	*2.00*	*3.20*	*6.40*	*10.00*	*20.00*	*32.00*
Total Equivalent Meters	**0.8**	**4.2**	**13,441**	**160**	**1,548.8**	**211.2**	**370**	**160**	**96**
Monthly Fixed Service Charges									
Customer Costs ($/Acct/month)[3]	$8.63	$8.63	$8.63	$8.63	$8.63	$8.63	$8.63	$8.63	$8.63
Capacity Costs ($/Acct/month)[4]	$5.75	$8.63	$14.38	$28.75	$46.00	$92.01	$143.76	$287.52	$460.03
Total Monthly Meter Charge	**$14.38**	**$17.26**	**$23.01**	**$37.38**	**$54.63**	**$100.64**	**$152.39**	**$296.15**	**$468.66**

1. Number of meters by size and customer class for December 2020.
   Source file: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx
2. Source file: *AWWA Manual M1, "Principles of Water Rates, Fees, and Charges",* Table B-1.
3. Customer costs are allocated to each customer by dividing the total customer costs by the total number of customers.
4. Capacity costs are allocated by meter size and the hydraulic capacity of the meter.

VARIABLE CHARGES

Using the costs allocated to volumetric charges including water conservation shown in Figure 13, **Figure 15** shows the calculation for a uniform rate per hcf for all residential and non-residential customers.

Figure 15. Calculated Variable Charges

Customer Classes	Water Consumption (hcf/yr.)[1]	Commodity - Related Costs	Conservation-Related Costs	Target Rev. Req't from Vol. Charges	Cost Per Unit of Water ($/hcf)	Base Volumetric Rates ($/hcf)
	a	b	c	d = b+c	d / a	
Single-Family	2,253,906	$ 4,441,349	$ 401,327	$ 4,842,676	$2.15	**$2.15**
Multi-Family	467,097	920,421	83,171	1,003,592	$2.15	
Commercial	679,591	1,339,142	121,007	1,460,150	$2.15	**$2.15**
Industrial	37,010	72,929	6,590	79,519	$2.15	
Irrigation	115,456	227,507	20,558	248,065	$2.15	
Total	**3,553,060**	**$ 7,001,348**	**$ 632,653**	**$ 7,634,002**		

1. Consumption by customer class from January-December 2020.

E. Proposed Water Rates

The cost-of-service analysis is used to establish the rates for the first year in the five-year rate plan, FY 2021/22. In the subsequent four years of the rate planning period, proposed charges are simply adjusted by the proposed adjustment in total rate revenue needed, to meet projected revenue requirements. **Figure 16** provides a comparison of the proposed rates for FY 2021/21 through FY 2025/26. More detailed tables on the development of the proposed charges are documented in the Appendix.

Figure 16. Proposed Water Rates

Water Rate Schedule	Current Rates	Proposed Rates				
		FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Fixed Meter Charges						
Monthly Fixed Service Charges:						
5/8 inch	$16.88	$14.38	$14.52	$14.67	$14.67	$14.67
3/4 inch	$19.09	$17.26	$17.43	$17.60	$17.60	$17.60
1 inch	$23.51	$23.01	$23.24	$23.47	$23.47	$23.47
1.5 inch	$34.56	$37.38	$37.75	$38.13	$38.13	$38.13
2 inch	$47.82	$54.63	$55.18	$55.73	$55.73	$55.73
3 inch	$89.81	$100.64	$101.65	$102.67	$102.67	$102.67
4 inch	$151.69	$152.39	$153.91	$155.45	$155.45	$155.45
6 inch	$299.76	$296.15	$299.11	$302.10	$302.10	$302.10
8 inch	$542.86	$468.66	$473.35	$478.08	$478.08	$478.08
Commodity Charges						
Rate per hcf of Water Consumed:						
Non-Residential	$2.41	$2.15	$2.17	$2.19	$2.19	$2.19
Residential Uniform Rates	N/A	$2.15	$2.17	$2.19	$2.19	$2.19

F. Comparison of Current and Proposed Water Bills

Figure 17 and **Figure 18** compare a range of monthly water bills for the current and proposed water rates for single-family residential customers (with a 1-inch meter), and commercial customers (with a 1-inch meter). This comparison is for the first year increase only. These monthly bills are based on typical meter sizes, and the average consumption levels for each customer class are highlighted. The rates without the ARPA funding are also shown for informational purposes.

Figure 19 and **Figure 20** summarize bill comparisons against regional Utilities for both single-family residential and commercial customers.

Figure 17. Monthly Bill Comparison for Single Family Customers (1-inch meters)

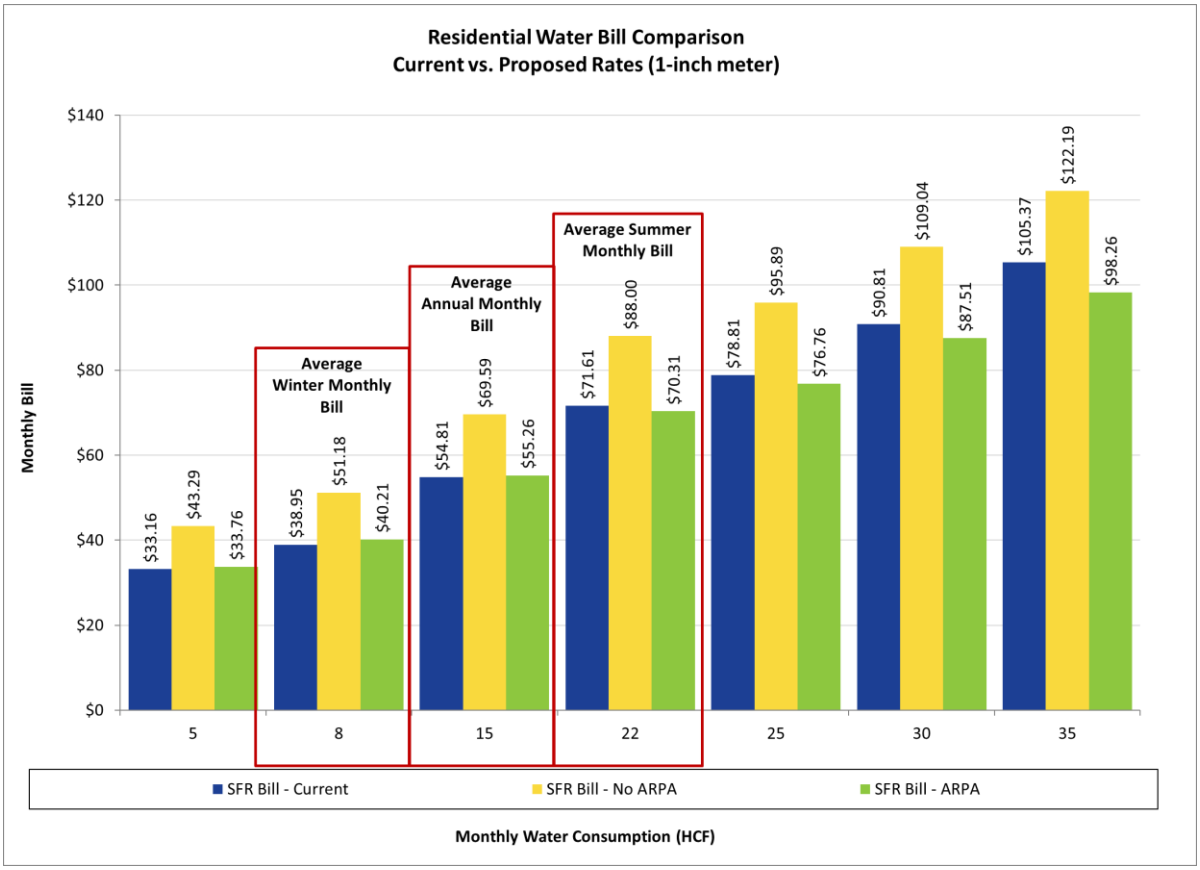


Figure 18. Monthly Water Bill Comparison for Commercial Customers (1-inch meters)

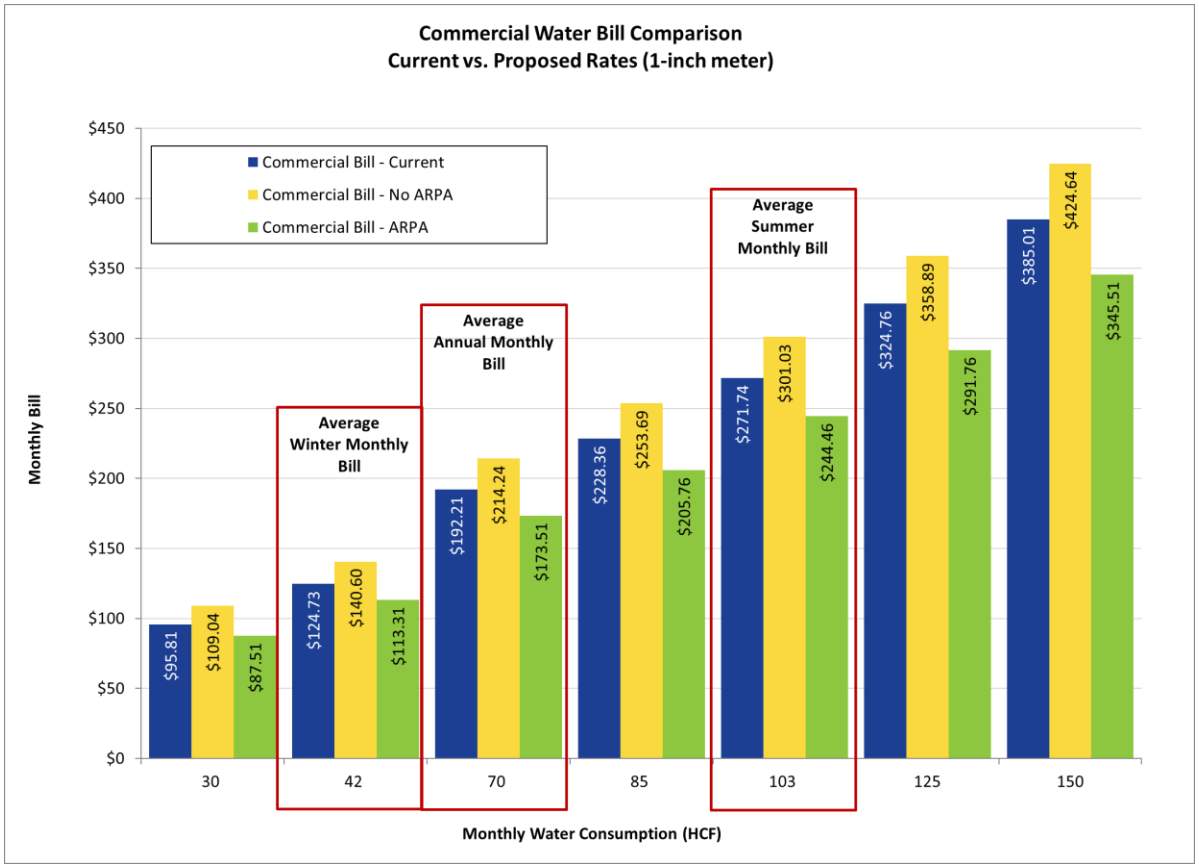


Figure 19. Regional Bill Comparison for Single-Family Customers

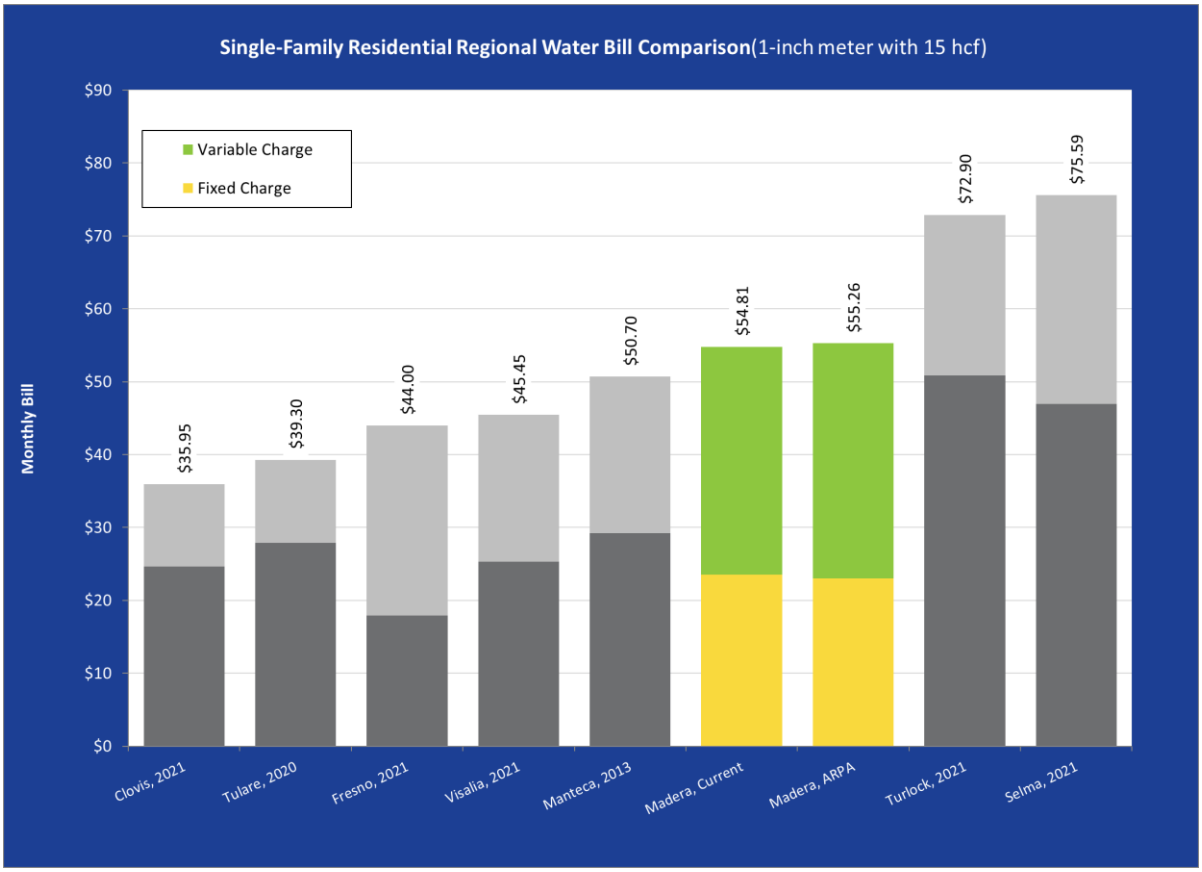
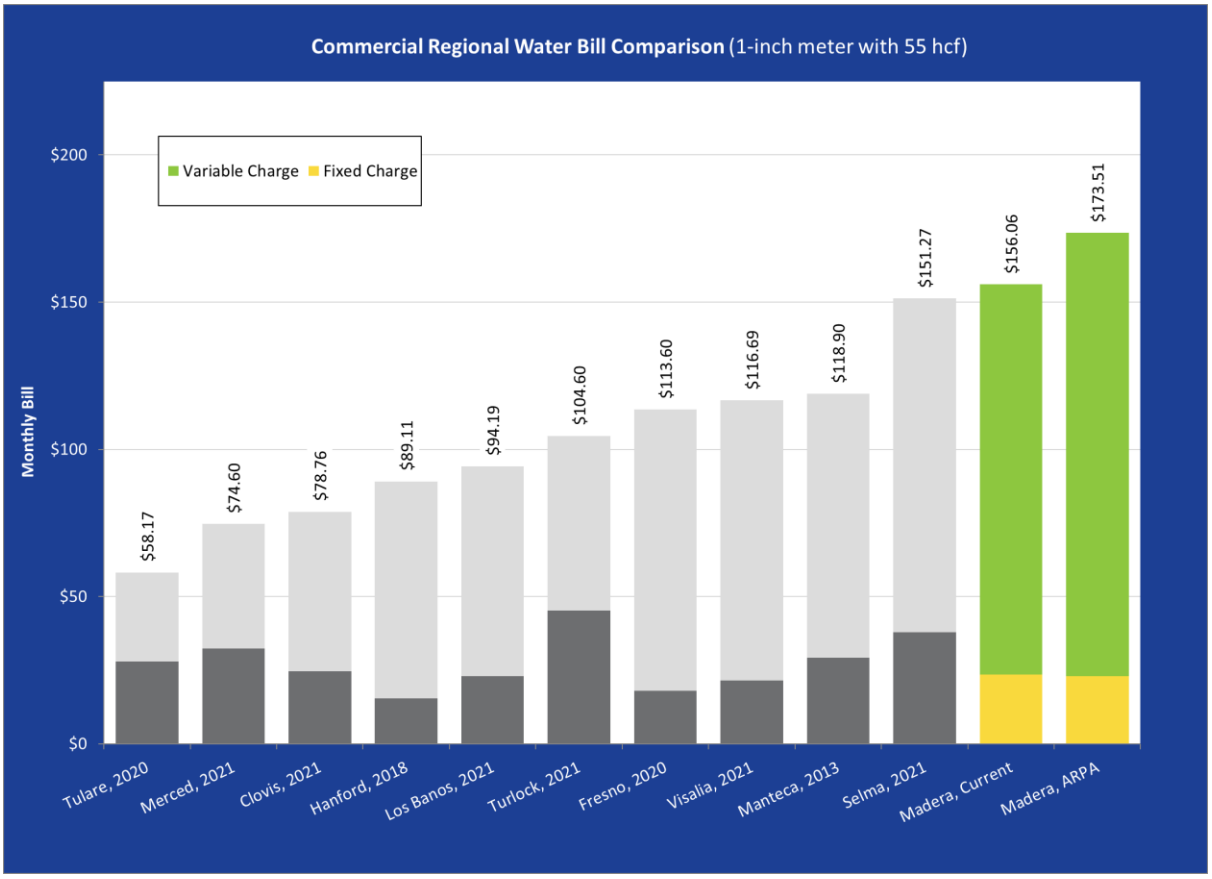


Figure 20. Regional Bill Comparison for Commercial Customers



G. Drought Rate Analysis

Should conservation increase beyond currently expected levels, the City is still obligated to meet its annual net revenue requirements. To this end, drought rates have been updated so that if total consumption should decrease further due to an increase in conservation required by the State, another regulatory agency, or if the City Council declares that it is in more severe drought stages, the City would still be kept whole. In the event that consumption decreases beyond projected baseline consumption levels, some costs will also decrease, and the proposed drought rates have taken this reduced revenue need into consideration. For FY 2021/22, **Figure 21** calculates expected savings due to conservation. The conservation impact on consumption for SFR customers is the most difficult to predict. **Figure 22** shows how drought rates were developed for FY 2021/22 at 10% conservation for both options of volumetric rates (tiered and uniform). The rates for each increased stage of drought (20% through 60%) were developed in the same manner. **Figure 23** summarizes the drought rates across all stages of conservation.

Figure 21. Net Revenue Requirements Impacted by Conservation

Percentage of Conservation	Total Consumption (hcf)	Base Commodity Cost	Impacted Commodity Cost	Savings	Adjusted Commodity Cost
a		*b*	*c*	*d = (-a) * c*	*e = b + d*
0%	3,553,060	$ 7,634,002	$ 6,904,274	$ -	$ 7,634,002
10%	3,197,754	$ 7,634,002	$ 6,904,274	$ (690,427)	$ 6,943,574
20%	2,842,448	$ 7,634,002	$ 6,904,274	$ (1,380,855)	$ 6,253,147
30%	2,487,142	$ 7,634,002	$ 6,904,274	$ (2,071,282)	$ 5,562,719
40%	2,131,836	$ 7,634,002	$ 6,904,274	$ (2,761,710)	$ 4,872,292
50%	1,776,530	$ 7,634,002	$ 6,904,274	$ (3,452,137)	$ 4,181,864
60%	1,421,224	$ 7,634,002	$ 6,904,274	$ (4,142,565)	$ 3,491,437

Figure 22. Calculation of Commodity Costs at 10% Conservation

Rate Structure Type	Water Consumption (hcf/yr.)[1]	Percentage of Water Consumption	Adjusted Commodity Cost	Commodity Cost at 10% Conservation	Conservation Related Costs	Drought Rates
	a	b	c	d = b x c	e	(d+e)/a
Residential Uniform						
Single-Family	2,028,515	63.5%	$ 6,943,574	$ 4,409,170	$ 401,327	$2.37
Multi-Family	420,388	13.1%	$ 6,943,574	$ 909,608	$ 83,171	$2.37
All Other Customers - Uniform	748,851	23.4%	$ 6,943,574	$ 1,624,796	$ 148,155	$2.37
TOTAL	3,197,754	100%		$ 6,943,574	$ 632,653	

1. Consumption by customer class from January-December 2020.

Figure 23. Proposed Drought Rates

Water Rate Schedule	Current Rates	Proposed Rates				
		FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Drought Rate Charges						
Rate per hcf of Water Consumed:						
Non-Residential						
10% Conservation	N/A	$2.37	$2.39	$2.41	$2.41	$2.41
20% Conservation	N/A	$2.42	$2.44	$2.46	$2.46	$2.46
30% Conservation	N/A	$2.49	$2.51	$2.54	$2.54	$2.54
40% Conservation	N/A	$2.58	$2.61	$2.64	$2.64	$2.64
50% Conservation	N/A	$2.71	$2.74	$2.77	$2.77	$2.77
60% Conservation	N/A	$2.90	$2.93	$2.96	$2.96	$2.96
Residential Uniform Rates						
10% Conservation	N/A	$2.37	$2.39	$2.41	$2.41	$2.41
20% Conservation	N/A	$2.42	$2.44	$2.46	$2.46	$2.46
30% Conservation	N/A	$2.49	$2.51	$2.54	$2.54	$2.54
40% Conservation	N/A	$2.58	$2.61	$2.64	$2.64	$2.64
50% Conservation	N/A	$2.71	$2.74	$2.77	$2.77	$2.77
60% Conservation	N/A	$2.90	$2.93	$2.96	$2.96	$2.96

SECTION 3. RECOMMENDATIONS AND NEXT STEPS

A. Consultant Recommendations

NBS recommends the City take the following actions:

Approve and accept this Study: NBS recommends the City Council formally approve and adopt this Study and its recommendations and proceed with the steps required to implement the chosen rate structure. This will provide documentation of the rate study analyses and the basis for analyzing potential changes to future rates.

Implement Recommended Levels of Rate Adjustments and Proposed Rates: Based on successfully meeting the Proposition 218 procedural requirements, the City Council should proceed with implementing the 5-year schedule of proposed rates and rate adjustments previously shown in Figure 20. This will help ensure the continued financial health of City's water utility.

B. Next Steps

Annually Review Rates and Revenue – Any time an agency adopts new utility rates or rate structures, those new rates should be closely monitored over the next several years to ensure the revenue generated is sufficient to meet the annual revenue requirements. Changing economic and water consumption patterns underscore the need for this review, as well as potential and unseen changing revenue requirements—particularly those related to environmental regulations that can significantly affect capital improvements and repair and replacement costs.

Note: The attached Appendix provide more detailed information on the analysis of the water revenue requirements, cost-of-service analysis and cost allocations, and the rate design analyses that have been summarized in this report.

C. NBS' Principal Assumptions and Considerations

In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions, and events that may occur in the future. This information and these assumptions, including City's budgets, capital improvement costs, and information from City staff were provided by sources we believe to be reliable, although NBS has not independently verified this data.

While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report and its recommendations, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

Appendix: Detailed Water Study Tables and Figures

TABLE 1 : FINANCIAL PLAN AND SUMMARY OF REVENUE REQUIREMENTS — **5-Year Rate Period**

RATE REVENUE REQUIREMENTS SUMMARY[1]	Budget	Projected				
	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Sources of Water Funds						
Rate Revenue:						
Water Sales Revenue Under Current Rates	$ 11,572,381	$ 11,572,381	$ 11,572,381	$ 11,572,381	$ 11,572,381	$ 11,572,381
Revenue from Rate Increases	-	*28,931*	*232,605*	*350,655*	*350,655*	*350,655*
Subtotal: Rate Revenue After Rate Increases	11,572,381	11,601,312	11,804,986	11,923,036	11,923,036	11,923,036
Non-Rate Revenue:						
Licenses & Permits	$ 19,498	$ 19,498	$ 19,498	$ 19,498	$ 19,498	$ 19,498
Fines & Forfeiture	242,633	242,633	242,633	242,633	242,633	242,633
Other Charges for Services	47,223	47,223	47,223	47,223	47,223	47,223
Refunds	5,025	5,025	5,025	5,025	5,025	5,025
Other Revenue	4,326	4,326	4,326	4,326	4,326	4,326
Interest Income	122,632	415,410	338,224	73,616	89,164	103,451
Subtotal: Non-Rate Revenue	441,337	734,115	656,929	392,321	407,869	422,156
Total Sources of Funds	**$ 12,013,718**	**$ 12,335,426**	**$ 12,461,914**	**$ 12,315,357**	**$ 12,330,904**	**$ 12,345,191**
Uses of Water Funds						
Operating Expenses						
Salaries & Benefits	$ 2,077,694	$ 2,281,084	$ 2,392,253	$ 2,500,273	$ 2,878,338	$ 3,004,559
Materials & Services	2,406,078	2,510,800	2,620,400	2,735,100	2,854,900	2,980,300
Interfund Charges	1,398,374	1,401,000	1,403,600	1,406,300	1,409,000	1,411,800
Special Payments	579,254	607,300	637,100	668,200	700,900	735,300
Water Conservation Program	355,640	355,600	355,600	355,600	355,600	355,600
Capital Outlay	750	800	800	800	800	800
Transfer Out	101,635	101,700	101,700	101,700	101,700	101,700
Subtotal: Operating Expenses	$ 6,919,425	$ 7,258,284	$ 7,511,453	$ 7,767,973	$ 8,301,238	$ 8,590,059
Other Expenditures:						
Existing Debt Service	$ 779,257	$ 778,791	$ 781,889	$ 783,744	$ 784,327	$ 783,599
Rate-Funded Capital Expenses	649,884	1,948,133	6,894,764	927,771	477,227	-
Subtotal: Other Expenditures	$ 1,429,141	$ 2,726,924	$ 7,676,653	$ 1,711,515	$ 1,261,553	$ 783,599
Total Uses of Water Funds	**$ 8,348,566**	**$ 9,985,208**	**$ 15,188,106**	**$ 9,479,488**	**$ 9,562,791**	**$ 9,373,658**
Annual Surplus/(Deficit)	**$ 3,665,152**	**$ 2,350,219**	**$ (2,726,191)**	**$ 2,835,869**	**$ 2,768,113**	**$ 2,971,533**
Net Revenue Req't. *(Total Uses less Non-Rate Revenue)*	**$ 7,907,229**	**$ 9,251,093**	**$ 14,531,177**	**$ 9,087,166**	**$ 9,154,923**	**$ 8,951,503**
Net Revenue Requirement Increase (Decrease) Each Year		*17%*	*57%*	*-37%*	*1%*	*-2%*
Projected Annual Rate Revenue Adjustment	***0.00%***	***1.00%***	***1.00%***	***1.00%***	***0.00%***	***0.00%***
Cumulative Increase from Annual Revenue Increases	*0.00%*	*1.00%*	*2.01%*	*3.03%*	*3.03%*	*3.03%*
Debt Coverage After Rate Increase	*6.54*	*6.52*	*6.33*	*5.80*	*5.14*	*4.79*

1. Revenue and expenses for FY 2019/20 through FY 2020/21 are from source file: *Enterprise Funds Budget 2020-21.pdf, pages 21-32.*

TABLE 2 : RESERVE FUND SUMMARY — **5-Year Rate Period**

SUMMARY OF CASH ACTIVITY / UN-RESTRICTED RESERVES	FY 2020/21	Projected FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Total Beginning Cash[1,2,3]	**$ 24,654,076**	**$ 22,819,228**	**$ 18,669,447**	**$ 4,443,256**	**$ 5,279,125**	**$ 6,047,238**
Water Operating Reserve Fund						
Beginning Reserve Balance[1]	$ 1,500,000	$ 1,706,160	$ 1,789,714	$ 2,063,523	$ 1,915,391	$ 2,046,881
Plus: Net Cash Flow (After Rate Increases)	3,665,152	2,350,219	(2,726,191)	2,835,869	2,768,113	2,971,533
Less: Transfer Out to Capital Replacement Reserve	(3,458,993)	(2,266,665)	3,000,000	(2,984,001)	(2,636,623)	(2,900,317)
Ending Operating Reserve Balance	***$ 1,706,160***	***$ 1,789,714***	***$ 2,063,523***	***$ 1,915,391***	***$ 2,046,881***	***$ 2,118,097***
Target Ending Balance (90-days of O&M)[3]	*$ 1,706,160*	*$ 1,789,714*	*$ 1,852,139*	*$ 1,915,391*	*$ 2,046,881*	*$ 2,118,097*
Capital Outlay Reserve Fund						
Beginning Reserve Balance	$ 22,668,693	$ 20,627,685	$ 16,394,350	$ 1,894,350	$ 2,878,351	$ 3,514,974
Plus: Transfer of Operating Reserve Surplus	3,458,993	2,266,665	(3,000,000)	2,984,001	2,636,623	2,900,317
Less: Use of Reserves for Capital Projects	(5,500,000)	(6,500,000)	(11,500,000)	(2,000,000)	(2,000,000)	(2,000,000)
Ending Capital Rehab & Replacement Reserve Balance	***$ 20,627,685***	***$ 16,394,350***	***$ 1,894,350***	***$ 2,878,351***	***$ 3,514,974***	***$ 4,415,291***
Target Ending Balance (6% of Net Assets = $3M)[4]	*$ 2,000,000*	*$ 2,000,000*	*$ 4,000,000*	*$ 4,000,000*	*$ 4,000,000*	*$ 4,000,000*
Ending Balance	***$ 22,333,845***	***$ 18,184,064***	***$ 3,957,873***	***$ 4,793,742***	***$ 5,561,855***	***$ 6,533,388***
Minimum Target Ending Balance	***$ 3,706,160***	***$ 3,789,714***	***$ 5,852,139***	***$ 5,915,391***	***$ 6,046,881***	***$ 6,118,097***
Ending Surplus/(Deficit) Compared to Reserve Targets	***$ 18,627,685***	***$ 14,394,350***	***$ (1,894,267)***	***$ (1,121,649)***	***$ (485,026)***	***$ 415,291***
Restricted Reserves:						
Debt Service Reserve Fund						
Beginning Reserve Balance[5]	$ 485,383	$ 485,383	$ 485,383	$ 485,383	$ 485,383	$ 485,383
Plus: Reserve Funding from New Debt Obligations	-	-	-	-	-	-
Less: Transfer of Surplus to Operating Reserve	-	-	-	-	-	-
Ending Debt Reserve Balance	***$ 485,383***	***$ 485,383***	***$ 485,383***	***$ 485,383***	***$ 485,383***	***$ 485,383***
Target Ending Balance	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Development Impact Fee Reserve Fund						
Beginning Reserve Balance[6]	$ (56,414)	$ -	$ -	$ -	$ -	$ -
Plus: Water Pipe Dev. Impact Fee Revenue[7]	57,207	57,207	57,207	57,207	57,207	57,207
Plus: Water Well Dev. Impact Fee Revenue[7]	98,160	98,160	98,160	98,160	98,160	98,160
Plus: Interest Revenue	-	-	-	-	-	-
Less: Use of Reserves for Capital Projects	(98,953)	(155,367)	(155,367)	(155,367)	(155,367)	(155,367)
Ending DIF Reserve Fund Balance	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
Annual Interest Earnings Rate[8]	*0.00%*	*1.86%*	*1.86%*	*1.86%*	*1.86%*	*1.86%*

1. Revenue and expenses for FY 2019/20 through FY 2020/21 are from source file: *Enterprise Funds Budget 2020-21.pdf, pages 21-32.*
2. Beginning cash balance for the Water Fund is found in CAFR. Source File: *FY-2018-2019-Comprehensive-Annual-Financial-Report.pdf, Page 42.* City staff updated beginning cash balance on 05-04-21.
3. NBS Recommends keeping the Operating Reserve Fund target at 90 days of operating and maintenance expenses. *Source file: Rate Study 2015.pdf, Section 2.1.4, Page 15.*
4. NBS recommends keeping the Capital Outlay Reserve to a minimum of 6% of net assets.
5. Beginning cash balance for Restricted Cash and Investments in source File: *FY-2018-2019-Comprehensive-Annual-Financial-Report.pdf, Page 42.*
6. Beginning cash balance for development impact fee funds 4080, 4081 and 4082 from City staff in source file: *Water and Sewer DIF FB 7-1-20.xlsx*
7. Development Impact Fee revenue from current budget: FY-20-21-Adopted-Budget-City-of-Madera.pdf, pages 346-348.
8. City's actual or budgeted interest earnings are used in analysis for unrestricted reserves in FY 2020/21. For 2021/22 and beyond, interest earning rates are estimated at the 3-year average (FY '17/18 - '19/20) for funds invested in LAIF, per the California Treasurer's Office website, for the restricted reserves. Source: https://www.treasurer.ca.gov/pmia-laif/historical/annual.asp.

CHART 1

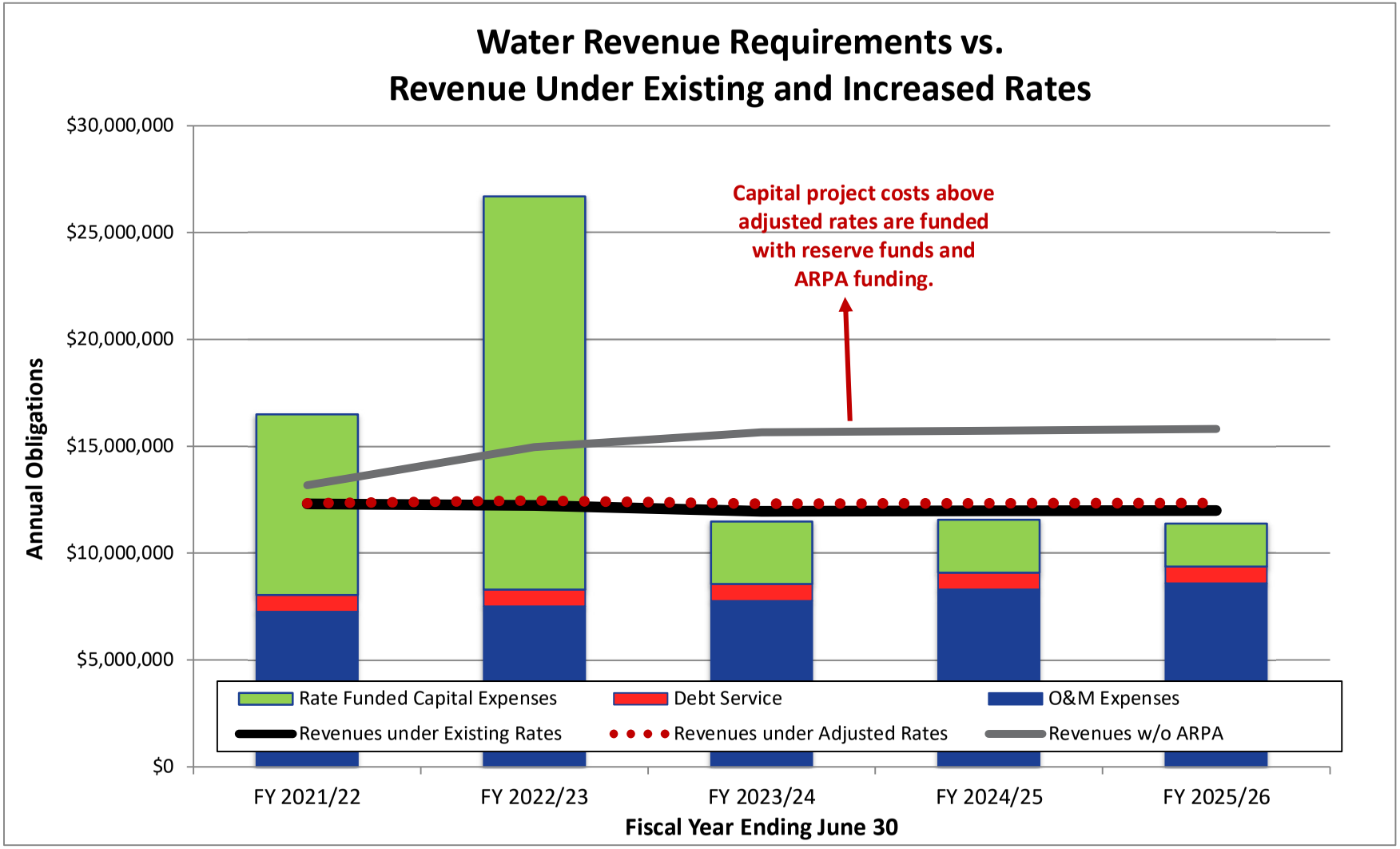

Water Revenue Requirements vs.
Revenue Under Existing and Increased Rates
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
Annual Obligations
Capital project costs above adjusted rates are funded with reserve funds and ARPA funding.
Rate Funded Capital Expenses
Debt Service
O&M Expenses
Revenues under Existing Rates
Revenues under Adjusted Rates
Revenues w/o ARPA
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Fiscal Year Ending June 30

CHART 2

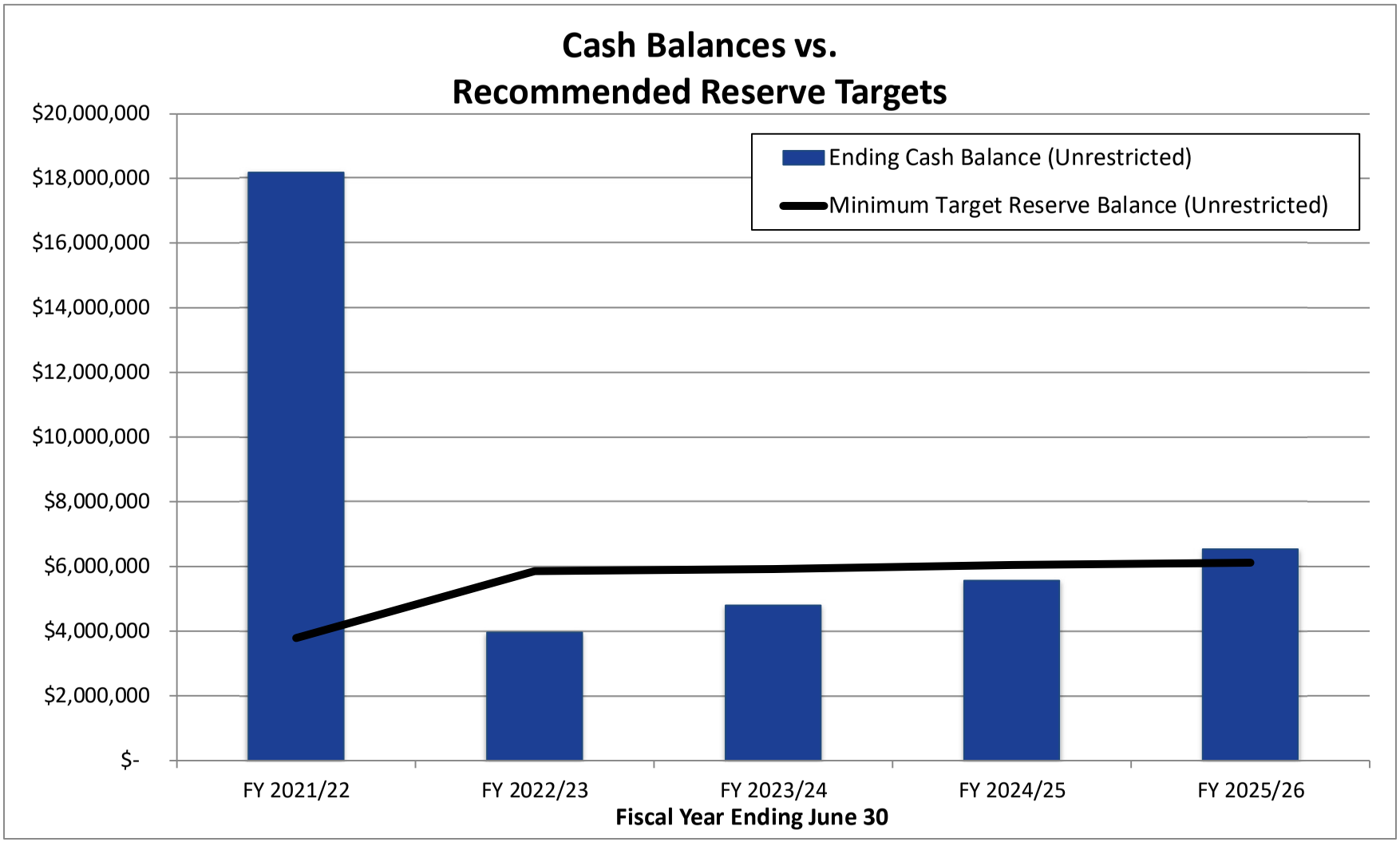

Cash Balances vs.
Recommended Reserve Targets
$20,000,000
$18,000,000
$16,000,000
$14,000,000
$12,000,000
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$-
Ending Cash Balance (Unrestricted)
Minimum Target Reserve Balance (Unrestricted)
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Fiscal Year Ending June 30

CHART 3

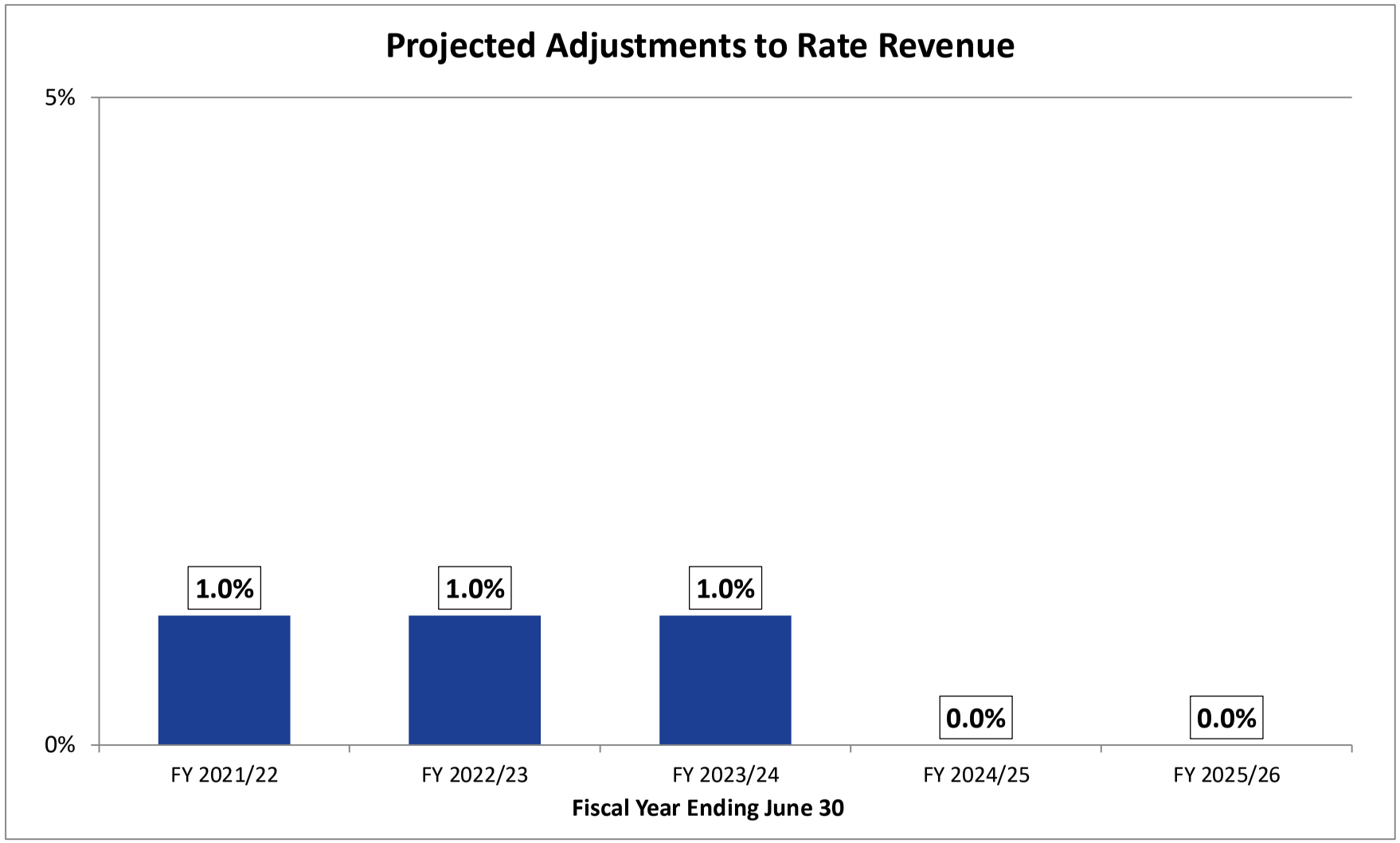

Projected Adjustments to Rate Revenue
5%
0%
1.0%
1.0%
1.0%
0.0%
0.0%
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Fiscal Year Ending June 30

TABLE 3 : REVENUE FORECAST[1]

		Budget	Prop 218 Rate Period				
SOURCES OF REVENUE	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
WATER UTILITY							
Licenses & Permits							
State SB1186 Fees/Business License	1	$ 3,561	$ 3,561	$ 3,561	$ 3,561	$ 3,561	$ 3,561
Infrastructure Cost Payback	1	5,937	5,937	5,937	5,937	5,937	5,937
Meter Amortization	1	10,000	10,000	10,000	10,000	10,000	10,000
Subtotal		$ 19,498	$ 19,498	$ 19,498	$ 19,498	$ 19,498	$ 19,498
Fines & Forfeiture							
Late Payment/Other Penalty	1	$ 196,650	$ 196,650	$ 196,650	$ 196,650	$ 196,650	$ 196,650
Revenue/Water Patrol Fines	1	45,983	45,983	45,983	45,983	45,983	45,983
Subtotal		$ 242,633	$ 242,633	$ 242,633	$ 242,633	$ 242,633	$ 242,633
Charges for Services							
Application Fee	1	$ 34,547	$ 34,547	$ 34,547	$ 34,547	$ 34,547	$ 34,547
Construction Usage Fee	1	7,860	7,860	7,860	7,860	7,860	7,860
Meter Setup/Relocation Fee	1	3,169	3,169	3,169	3,169	3,169	3,169
User Charges	1	11,572,381	11,572,381	11,572,381	11,572,381	11,572,381	11,572,381
Water Permits and Fees	1	1,647	1,647	1,647	1,647	1,647	1,647
Subtotal		$ 11,619,604	$ 11,619,604	$ 11,619,604	$ 11,619,604	$ 11,619,604	$ 11,619,604
Interest							
Interest Income[2]	5	$ 122,632	$ -	$ -	$ -	$ -	$ -
Subtotal		$ 122,632	$ -	$ -	$ -	$ -	$ -
Interfund Charges							
Interfund Charges Revenue - Co	8	$ 4,326	$ 4,326	$ 4,326	$ 4,326	$ 4,326	$ 4,326
Subtotal		$ 4,326	$ 4,326	$ 4,326	$ 4,326	$ 4,326	$ 4,326
Refunds							
Refunds & Reimbursements	1	$ 2,246	$ 2,246	$ 2,246	$ 2,246	$ 2,246	$ 2,246
Collection Recovery	1	1,938	1,938	1,938	1,938	1,938	1,938
Subtotal		$ 4,184	$ 4,184	$ 4,184	$ 4,184	$ 4,184	$ 4,184

EXHIBIT 1

TABLE 4 : REVENUE FORECAST[1]

		Budget	Prop 218 Rate Period				
SOURCES OF REVENUE	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
UTILITY BILLING AND WATER							
Refunds							
Refunds and Reimbursements	1	$ 841	$ 841	$ 841	$ 841	$ 841	$ 841
Subtotal		$ 841	$ 841	$ 841	$ 841	$ 841	$ 841
TOTAL: REVENUE		**$ 12,013,718**	**$ 11,891,086**	**$ 11,891,086**	**$ 11,891,086**	**$ 11,891,086**	**$ 11,891,086**

TABLE 5 : REVENUE SUMMARY

	Budget	Prop 218 Rate Period				
RATE REVENUE:						
User Charges	$ 11,572,381	$ 11,572,381	$ 11,572,381	$ 11,572,381	$ 11,572,381	$ 11,572,381
OTHER REVENUE:						
Licenses & Permits	$ 19,498	$ 19,498	$ 19,498	$ 19,498	$ 19,498	$ 19,498
Fines & Forfeiture	242,633	242,633	242,633	242,633	242,633	242,633
Other Charges for Services	47,223	47,223	47,223	47,223	47,223	47,223
Refunds	5,025	5,025	5,025	5,025	5,025	5,025
Other Revenue	4,326	4,326	4,326	4,326	4,326	4,326
Interest Income	122,632	-	-	-	-	-
TOTAL: REVENUE	**$ 12,013,718**	**$ 11,891,086**	**$ 11,891,086**	**$ 11,891,086**	**$ 11,891,086**	**$ 11,891,086**

TABLE 6 : OPERATING EXPENSE FORECAST[1]

		Budget	Prop 218 Rate Period				
DESCRIPTION	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
UTILITY BILLING AND WATER							
Salaries & Benefits							
Salaries / Full-Time	3	$ 285,372	$ 299,600	$ 314,600	$ 330,300	$ 346,800	$ 364,100
Salaries / Auto & Expense	3	135	100	100	100	100	100
Public Employees Retirement	4	32,809	67,284	71,053	75,073	77,138	79,259
Long Term Disability Insurance	4	966	1,000	1,100	1,200	1,300	1,400
Life Insurance Premiums	4	371	400	400	400	400	400
Workers Compensation Insurance	4	24,978	26,200	27,500	28,900	30,300	31,800
Medicare Tax-Employer's Share	4	4,124	4,300	4,500	4,700	4,900	5,100
Unfunded Accrued Liability	4	51,499	54,100	56,800	59,600	62,600	65,700
Deferred Comp/Full Time	3	9,970	10,500	11,000	11,600	12,200	12,800
Unemployment Insurance	4	1,051	1,100	1,200	1,300	1,400	1,500
Section 125 Benefit Allowance	4	81,408	85,500	89,800	94,300	99,000	104,000
Subtotal		$ 492,683	$ 550,084	$ 578,053	$ 607,473	$ 636,138	$ 666,159
Materials & Services							
Telephone & Fax Charges	5	$ 8,000	$ 8,200	$ 8,400	$ 8,700	$ 9,000	$ 9,300
Advertising/Bids & Notices	5	500	500	500	500	500	500
Office Supplies/Expendable	5	6,000	6,200	6,400	6,600	6,800	7,000
Postage/Other Mailing	5	40,000	41,200	42,400	43,700	45,000	46,400
Customer Relations	5	1,500	1,500	1,500	1,500	1,500	1,500
Other Administrative Expenses	5	60,000	61,800	63,700	65,600	67,600	69,600
Election Costs	5	30,000	30,900	31,800	32,800	33,800	34,800
Misc. Expenses	5	3,000	3,100	3,200	3,300	3,400	3,500
Subtotal		$ 149,000	$ 153,400	$ 157,900	$ 162,700	$ 167,600	$ 172,600

TABLE 7 : OPERATING EXPENSE FORECAST[1]

		Budget	Prop 218 Rate Period				
DESCRIPTION	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Interfund Charges							
Central Su.	5	$ 117	$ 100	$ 100	$ 100	$ 100	$ 100
Admin. Ove.	5	40,760	42,000	43,300	44,600	45,900	47,300
Computer Maintenance	5	33,211	34,200	35,200	36,300	37,400	38,500
Computer R.	5	7,486	7,700	7,900	8,100	8,300	8,500
Motor Rental.	5	2,970	3,100	3,200	3,300	3,400	3,500
Subtotal		$ 84,544	$ 87,100	$ 89,700	$ 92,400	$ 95,100	$ 97,900
Special Payments							
OPEB Obligation Expense	4	$ 1,650	$ 1,700	$ 1,800	$ 1,900	$ 2,000	$ 2,100
Pension Expense-GASB 68	4	71,817	75,400	79,200	83,200	87,400	91,800
Interest Expense	5	35,000	36,100	37,200	38,300	39,400	40,600
Subtotal		$ 108,467	$ 113,200	$ 118,200	$ 123,400	$ 128,800	$ 134,500
Capital Outlay							
Other Operations Expense	8	$ 750	$ 800	$ 800	$ 800	$ 800	$ 800
Subtotal		$ 750	$ 800	$ 800	$ 800	$ 800	$ 800
Transfer Out							
Transfer Out - Insurance Rese.	8	$ 9,390	$ 9,400	$ 9,400	$ 9,400	$ 9,400	$ 9,400
Subtotal		$ 9,390	$ 9,400	$ 9,400	$ 9,400	$ 9,400	$ 9,400
Sub-Total: Utility Billing and Water		**$ 844,834**	**$ 913,984**	**$ 954,053**	**$ 996,173**	**$ 1,037,838**	**$ 1,081,359**

EXHIBIT 1

TABLE 8 : OPERATING EXPENSE FORECAST[1]

DESCRIPTION	Basis	Budget 2021	Prop 218 Rate Period 2022	2023	2024	2025	2026
WATER MAINTENANCE AND OPERATIONS							
Salaries & Benefits							
Salaries / Full-Time	3	$ 575,531	$ 604,300	$ 634,500	$ 666,200	$ 699,500	$ 734,500
Salaries / Overtime	3	40,000	42,000	44,100	46,300	48,600	51,000
Salaries / Uniform Pay	3	1,250	1,300	1,400	1,500	1,600	1,700
Public Employees Retirement	4	76,408	80,200	84,200	88,400	92,800	97,400
Long Term Disability Insurance	4	1,787	1,900	2,000	2,100	2,200	2,300
Life Insurance Premiums	4	712	700	700	700	700	700
Workers Compensation Insurance	4	58,539	61,500	64,600	67,800	71,200	74,800
Medicare Tax - Employer's Share	4	8,921	9,400	9,900	10,400	10,900	11,400
Unfunded Accrued Liability	4	120,717	126,800	133,100	139,800	146,800	154,100
Deferred Compensation/Full-Time	3	19,519	20,500	21,500	22,600	23,700	24,900
Unemployment Insurance	4	2,173	2,300	2,400	2,500	2,600	2,700
Section 125 Benefit Allowance	4	99,524	104,500	109,700	115,200	121,000	127,100
Subtotal		$ 1,005,081	$ 1,055,400	$ 1,108,100	$ 1,163,500	$ 1,221,600	$ 1,282,600
Materials & Services							
Gas & Electric Utilities	7	$ 1,600,000	$ 1,680,000	$ 1,764,000	$ 1,852,200	$ 1,944,800	$ 2,042,000
Telephone & Fax Charges	5	8,626	8,900	9,200	9,500	9,800	10,100
Advertising/Other	5	1,000	1,000	1,000	1,000	1,000	1,000
Professional Dues	5	2,103	2,200	2,300	2,400	2,500	2,600
Office Supplies/Expendable	5	1,500	1,500	1,500	1,500	1,500	1,500
Postage/Other Mailing Charge	5	800	800	800	800	800	800
Vehicle Fuel, Supplies & Maint.	6	33,800	35,500	37,300	39,200	41,200	43,300
Contracted Services	5	260,000	267,800	275,800	284,100	292,600	301,400
Taxes & Assessments	5	8,800	9,100	9,400	9,700	10,000	10,300
Conference/Training/Education	5	18,000	18,500	19,100	19,700	20,300	20,900
Maintenance/Other Supplies	5	135,000	139,100	143,300	147,600	152,000	156,600
Subtotal		$ 2,069,629	$ 2,164,400	$ 2,263,700	$ 2,367,700	$ 2,476,500	$ 2,590,500

TABLE 9 : OPERATING EXPENSE FORECAST[1]

		Budget	Prop 218 Rate Period				
DESCRIPTION	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Interfund Charges							
Interfund Charge - Facility Maintenance	8	$ 130,739	$ 130,700	$ 130,700	$ 130,700	$ 130,700	$ 130,700
Interfund Charge - Central Su.	8	37,652	37,700	37,700	37,700	37,700	37,700
Interfund Charge - Cost Distribution	8	214,917	214,900	214,900	214,900	214,900	214,900
Interfund Charge - Admin. Overhead	8	303,081	303,100	303,100	303,100	303,100	303,100
Interfund Charge - Vehicle Replacement	8	85,000	85,000	85,000	85,000	85,000	85,000
Interfund Charge - Vehicle Maintenance	8	66,104	66,100	66,100	66,100	66,100	66,100
Interfund Charge - Comp. Maintenance	8	88,411	88,400	88,400	88,400	88,400	88,400
Interfund Charge - Computer	8	19,302	19,300	19,300	19,300	19,300	19,300
Interfund Charge - Software	8	2,085	2,100	2,100	2,100	2,100	2,100
Interfund Charge - Motor Rental.	8	4,670	4,700	4,700	4,700	4,700	4,700
Subtotal		$ 951,961	$ 952,000	$ 952,000	$ 952,000	$ 952,000	$ 952,000
SGMA Costs[1]							
Five-Year Update	8		$ -	$ -	$ -	$ 275,000	$ 275,000
GSP Annual Report	8		35,000	35,000	35,000	-	-
Point of Contact - GSP	8		12,500	12,500	12,500	30,000	30,000
Data Management Software	8		10,000	9,100	300	300	300
Regional Water Management Group	8		9,000	10,000	10,000	10,000	10,000
Subtotal		$ -	$ 66,500	$ 66,600	$ 57,800	$ 315,300	$ 315,300
Special Payments							
Liability/Property Insurance	4	$ 152,900	$ 160,500	$ 168,500	$ 176,900	$ 185,700	$ 195,000
Retiree Insurance Premiums	4	1,994	2,100	2,200	2,300	2,400	2,500
OPEB Obligation Expense	4	44,119	46,300	48,600	51,000	53,600	56,300
Pension Expense-GASB 68	4	164,996	173,200	181,900	191,000	200,600	210,600
Subtotal		$ 364,009	$ 382,100	$ 401,200	$ 421,200	$ 442,300	$ 464,400
Transfer Out							
Transfer Out	8	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000
Transfer Out - Insurance Rese.	8	20,080	20,100	20,100	20,100	20,100	20,100
Subtotal		$ 80,080	$ 80,100	$ 80,100	$ 80,100	$ 80,100	$ 80,100
Sub-Total: Water Maintenance and Operations		**$ 4,470,760**	**$ 4,700,500**	**$ 4,871,700**	**$ 5,042,300**	**$ 5,487,800**	**$ 5,684,900**
Depreciation (Non-cash item left out of analysis)[3]							
Depreciation/Replacement	8	$ 41,631	$ 41,600	$ 41,600	$ 41,600	$ 41,600	$ 41,600
Subtotal		$ 41,631	$ 41,600	$ 41,600	$ 41,600	$ 41,600	$ 41,600

TABLE 10 : OPERATING EXPENSE FORECAST[1]

		Budget	Prop 218 Rate Period				
DESCRIPTION	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
WATER QUALITY CONTROL							
Salaries & Benefits							
Salaries / Full-Time	3	$ 230,932	$ 242,500	$ 254,600	$ 267,300	$ 280,700	$ 294,700
Salaries / Overtime	3	1,000	1,100	1,200	1,300	1,400	1,500
Salaries / Uniform Pay	3	1,000	1,100	1,200	1,300	1,400	1,500
Public Employees Retirement	4	29,569	31,000	32,600	34,200	35,900	37,700
Long Term Disability Insurance	4	644	700	700	700	700	700
Life Insurance Premiums	4	367	400	400	400	400	400
Workers Compensation Insurance	4	22,058	23,200	24,400	25,600	26,900	28,200
Medicare Tax - Employer's Share	4	3,559	3,700	3,900	4,100	4,300	4,500
Unfunded Accrued Liability	4	42,599	44,700	46,900	49,200	51,700	54,300
Deferred Compensation/Full-Time	3	7,196	7,600	8,000	8,400	8,800	9,200
Unemployment Insurance	4	1,092	1,100	1,200	1,300	1,400	1,500
Section 125 Benefit Allowance	4	48,050	50,500	53,000	55,700	58,500	61,400
Subtotal		$ 388,066	$ 407,600	$ 428,100	$ 449,500	$ 472,100	$ 495,600
Materials & Services							
Telephone & Fax Charges	5	$ 2,500	$ 2,600	$ 2,700	$ 2,800	$ 2,900	$ 3,000
Advertising/Bids & Notices	5	331	300	300	300	300	300
Advertising/Other	5	2,500	2,600	2,700	2,800	2,900	3,000
Professional Dues	5	210	200	200	200	200	200
Office Supplies Expendable	5	2,090	2,200	2,300	2,400	2,500	2,600
Postage/Other Mailing Charge	5	3,400	3,500	3,600	3,700	3,800	3,900
Vehicle Fuel, Supplies & Maintenance	6	4,500	4,700	4,900	5,100	5,400	5,700
Contracted Services	5	60,000	61,800	63,700	65,600	67,600	69,600
Taxes and Assessments	5	37,800	38,900	40,100	41,300	42,500	43,800
Conference/Training/Education	5	7,000	7,200	7,400	7,600	7,800	8,000
Maintenance/Other Supplies	5	40,000	41,200	42,400	43,700	45,000	46,400
Subtotal		$ 160,331	$ 165,200	$ 170,300	$ 175,500	$ 180,900	$ 186,500

TABLE 11 : OPERATING EXPENSE FORECAST[1]

		Budget	Prop 218 Rate Period				
DESCRIPTION	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Interfund Charges							
Interfund Charge - Facility Maintenance	8	$ 85,497	$ 85,500	$ 85,500	$ 85,500	$ 85,500	$ 85,500
Interfund Charge - Central Su.	8	1,175	1,200	1,200	1,200	1,200	1,200
Interfund Charge - Cost Distribution	8	170,000	170,000	170,000	170,000	170,000	170,000
Interfund Charge - Admin. Overhead	8	57,361	57,400	57,400	57,400	57,400	57,400
Interfund Charge - Vehicle Replacement	8	14,883	14,900	14,900	14,900	14,900	14,900
Interfund Charge - Vehicle Maintenance	8	15,219	15,200	15,200	15,200	15,200	15,200
Subtotal		$ 344,135	$ 344,200	$ 344,200	$ 344,200	$ 344,200	$ 344,200
Functional Expenses							
Water Conservation Program	1	$ 255,640	$ 255,600	$ 255,600	$ 255,600	$ 255,600	$ 255,600
Subtotal		$ 255,640	$ 255,600	$ 255,600	$ 255,600	$ 255,600	$ 255,600
Special Payments							
OPEB Obligation Expense	4	$ 22,900	$ 24,000	$ 25,200	$ 26,500	$ 27,800	$ 29,200
Pension Expense-GASB 68	4	58,390	61,300	64,400	67,600	71,000	74,600
Subtotal		$ 81,290	$ 85,300	$ 89,600	$ 94,100	$ 98,800	$ 103,800
Transfer Out							
Transfer Out - Insurance Rese.	8	$ 8,490	$ 8,500	$ 8,500	$ 8,500	$ 8,500	$ 8,500
Subtotal		$ 8,490	$ 8,500	$ 8,500	$ 8,500	$ 8,500	$ 8,500
Sub-Total: Water Quality Control		**$ 1,237,952**	**$ 1,266,400**	**$ 1,296,300**	**$ 1,327,400**	**$ 1,360,100**	**$ 1,394,200**
Depreciation (Non-cash item left out of analysis)[3]							
Depreciation/Replacement	8	$ 14,012	$ 14,000	$ 14,000	$ 14,000	$ 14,000	$ 14,000
Subtotal		$ 14,012	$ 14,000	$ 14,000	$ 14,000	$ 14,000	$ 14,000

TABLE 12 : OPERATING EXPENSE FORECAST[1]

		Budget	Prop 218 Rate Period				
DESCRIPTION	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
WATER CONSERVATION PROGRAM							
Salaries & Benefits							
Salaries / Full-Time	3	$ 106,208	$ 111,500	$ 117,100	$ 123,000	$ 129,200	$ 135,700
Salaries / Uniform Pay	3	250	300	300	300	300	300
Public Employees Retirement	4	16,023	16,800	17,600	18,500	19,400	20,400
Long Term Disability Insurance	4	355	400	400	400	400	400
Life Insurance Premiums	4	105	100	100	100	100	100
Workers Compensation Insurance	4	10,100	10,600	11,100	11,700	12,300	12,900
Medicare Tax - Employer's Share	4	1,572	1,700	1,800	1,900	2,000	2,100
Unfunded Accrued Liability	4	29,004	30,500	32,000	33,600	35,300	37,100
Deferred Compensation/Full-Time	3	4,460	4,700	4,900	5,100	5,400	5,700
Unemployment Insurance	4	420	400	400	400	400	400
Section 125 Benefit Allowance	4	23,367	24,500	25,700	27,000	28,400	29,800
Subtotal		$ 191,864	$ 201,500	$ 211,400	$ 222,000	$ 233,200	$ 244,900
Materials & Services							
Advertising/Other	5	$ 22,618	$ 23,300	$ 24,000	$ 24,700	$ 25,400	$ 26,200
Subtotal		$ 22,618	$ 23,300	$ 24,000	$ 24,700	$ 25,400	$ 26,200
Interfund Charges							
Interfund Charge - Admin. Overhead	8	$ 17,734	$ 17,700	$ 17,700	$ 17,700	$ 17,700	$ 17,700
Subtotal		$ 17,734	$ 17,700	$ 17,700	$ 17,700	$ 17,700	$ 17,700
Functional Expenses							
Water Conservation Program	1	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Subtotal		$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Special Payments							
OPEB Obligation Expense	4	$ (2,263)	$ (2,400)	$ (2,500)	$ (2,600)	$ (2,700)	$ (2,800)
Pension Expense-GASB 68	4	27,751	29,100	30,600	32,100	33,700	35,400
Subtotal		$ 25,488	$ 26,700	$ 28,100	$ 29,500	$ 31,000	$ 32,600
Transfer Out							
Transfer Out - Insurance Rese.	8	$ 3,675	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700
Subtotal		$ 3,675	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700
Sub-Total: Water Conservation Program		**$ 361,379**	**$ 372,900**	**$ 384,900**	**$ 397,600**	**$ 411,000**	**$ 425,100**

EXHIBIT 1

TABLE 13 : OPERATING EXPENSE FORECAST[1]

		Budget	Prop 218 Rate Period				
DESCRIPTION	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
WATER DEBT SERVICE & REVENUE BONDS							
Materials & Services							
Contracted Services	8	$ 4,500	$ 4,500	$ 4,500	$ 4,500	$ 4,500	$ 4,500
Subtotal		$ 4,500	$ 4,500	$ 4,500	$ 4,500	$ 4,500	$ 4,500
Sub-Total: Water Capital Outlay		**$ 4,500**	**$ 4,500**	**$ 4,500**	**$ 4,500**	**$ 4,500**	**$ 4,500**
Depreciation (Non-cash item left out of analysis)[3]							
Amortization	8	$ 3,352	$ 3,400	$ 3,400	$ 3,400	$ 3,400	$ 3,400
Subtotal		$ 3,352	$ 3,400	$ 3,400	$ 3,400	$ 3,400	$ 3,400
GRAND TOTAL: WATER OPERATING EXPENSES		**$ 6,919,425**	**$ 7,258,284**	**$ 7,511,453**	**$ 7,767,973**	**$ 8,301,238**	**$ 8,590,059**

TABLE 14 : FORECASTING ASSUMPTIONS

INFLATION FACTORS[4]	**Basis**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Customer Growth	1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Water Supply	2	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Salaries	3	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Benefits	4	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
General Inflation	5	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Fuel	6	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Electricity	7	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
No Escalation	8	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

1. Revenue and expenses for FY 2019/20 through FY 2020/21 are from source file: *Enterprise Funds Budget 2020-21.pdf, pages 21-32.*
   SGMA costs in expenses from source file: *Future SGMA Costs.docx*
2. Interest income is calculated in the Financial Plan and excluded from this table.
3. Depreciation expense is not considered in this projection since it is not a cash expense.
4. Inflation factor values follow previous assumptions from 2015 Rate Study.
   Source file: Rate Study 2015.pdf, Table 1-1, Page 12.

TABLE 15 : CAPITAL FUNDING SUMMARY **5-Year Rate Period**

CAPITAL FUNDING FORECAST	Budget	Projected				
Funding Sources:	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
Grants[1]	$ 779,663	$ -	$ 2,500,000	$ -	$ -	$ -
Use of Development Impact Fee Fund[2]	98,953	155,367	155,367	155,367	155,367	155,367
Use of American Rescue Plan Proceeds[3]	-	1,380,000	4,620,000	-	-	-
Use of Capital Expenditure Reserve Fund	5,500,000	6,500,000	11,500,000	2,000,000	2,000,000	2,000,000
Rate Revenue	649,884	1,948,133	6,894,764	927,771	477,227	-
Total Sources of Capital Funds	**$ 7,028,500**	**$ 9,983,500**	**$25,670,131**	**$ 3,083,138**	**$ 2,632,594**	**$ 2,155,367**

1. Grant Funding is per source file: *Enterprise Funds Budget 2020-21.pdf, pages 21-32.*
   FY 2022/23 grant from updated CIP file: *Water CIP Table ARPA.xlsx.*
2. Development Impact Fee Fund to fund some projects used for future customers only per *Water CIP Table ARPA.xlsx.*
   This amount drains the DIF fund in order to contribute to projects over time.
3. The City was awarded American Rescue Plan Act funds in which $6 million is allocated to water capital projects.

CITY OF MADERA **EXHIBIT 2**
WATER RATE STUDY
Capital Improvement Plan Expenditures

CAPITAL IMPROVEMENT PROGRAM

TABLE 16 : CAPITAL IMPROVEMENT PROGRAM COSTS (IN CURRENT-YEAR DOLLARS)[1]

Project #	Water System Improvements	2021	2022	2023	2024	2025	2026
W-00000	Engineering Support for Water Projects	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
	Other Items Identified from Public Works	-	-	-	-	-	-
Planning, Studies, Reports		-	-	-	-	-	-
W-STDY-1	Water Feasibility Project - New Water Supply	-	-	-	-	-	-
W-STDY-2	Water Distribution System Conditon Assessment Study	106,000	-	-	-	-	-
W-STDY-2	Water Distribution System Conditon Assessment Study	240,000	-	-	-	-	-
W-STDY-3	W-STDY-3: Asset Management Software	150,000	-	-	-	-	-
MUP-UDII	Master Plan Update	-	-	-	300,000		
Major O&M Projects		-	-	-	-	-	-
W-03	Water Main Upgrades - Locations 1-12	115,000	835,000	-	-	-	-
W-04	Water Main Upgrades - Locations 13-23	135,000	1,380,000	-	-	-	-
W-09	System Upgrade - River Crossing @ Gateway	283,000	-	-	-	-	-
W-22	Water Tower Recoating	20,000	1,370,000	-	-	-	-
W-26	Water Tower Demolition	480,000	-	-	-	-	-
W-GW-00	Energy Efficient Upgrades at Well Sites	106,000	-	-	-	-	-
W-29	Valve replacement Down town area 26 valves	130,000	-	-	-	-	-
W-31	Manual Read Meter Replacement / Commercial Meter Replacement	870,000	270,000	335,000	335,000	335,000	335,000
W-33	Meter Replacement Program	920,000	55,000	530,000	540,000	550,000	-
W-34	South St Water Tower Exterior Rehab	35,000	265,000	-	-	-	-
W-36	4th/Gateway Line & Valve	60,000	440,000	-	-	-	-
W-38	Well 27 Rehabilitation	30,000	290,000	-	-	-	-
tbd	Leak Repair Project identified from Condition Assessment	-	80,000	-	-	-	-

CITY OF MADERA **EXHIBIT 2**
WATER RATE STUDY
Capital Improvement Plan Expenditures

tbd	Dunham Lewis Water Main Rehabilitation	-	-	-	-	-	-
tbd	Year 1 Pipeline Replacement Project from Condition Assessment	-	1,100,000	-	-	-	-
tbd	Year 2 Pipeline Replacement from Project Condition Assessment	-	-	1,100,000			
	Average Annual R&R CIP - Placeholder	-	-	-	1,300,000	1,300,000	1,300,000
possible N	3 new chlorine analyzers & generators, 10-year life	-	175,000	175,000	175,000	175,000	175,000
New Capital Projects		-	-	-	-	-	-
W-06	System Upgrades, H St to Madera Ave	15,000	400,000	-	-	-	-
W-08	Water Main Upgrades - 10th St.	20,000	1,040,000	-	-	-	-
	New Wells - Replacement of Diminished Production Capacity	-	-	-	-	-	-
W-32	Meter Installation - continue installation of meters on unmetered services	1,240,000	-	-	-	-	-
Master Plan Recommendations		-	-	-	-	-	-
PSW-45	Pipe, Almond Ave, From Pine St to Stadium Rd	-	-	88,000	188,000	-	-
R-000072	Sharon Blvd Pipeline, Love's Reimbursement	48,500	-	-	-	-	-
W-GW-00	Loves Well	2,000,000	-	-	-	-	-
GW-002	New Well - Ellis/Chapin Well 35	-	-	-	-	-	-
GW-003	Well, Well No. 36, Hwy 145 and Indigo Dr	-	120,000	2,200,000	-	-	-
T-1	Above Ground Storage 7 MG Tank at Ave. 17 & RD. 27	-	868,000	9,000,000	-	-	-
PS-1	Pump Station for Tank at Ave. 17 & Road 27	-	462,000	6,270,000	-	-	-
PNE-4	Pipe, Lake Street (Road 27) 24" from Ellis to Avenue 17	-	85,000	615,000	-	-	-
W-37	Northeast Water Transmission Main	-	430,000	3,025,200	-	-	-
W-GW-00	New Well 37 Granada north of Cleveland aka GW-4 in Master Plan	-	50,000	1,070,000	-	-	-
Total: CIP Program Costs *(Current-Year Dollars)*		**$ 7,028,500**	**$ 9,740,000**	**$ 24,433,200**	**$ 2,863,000**	**$ 2,385,000**	**$ 1,835,000**

CITY OF MADERA **EXHIBIT 2**
WATER RATE STUDY
Capital Improvement Plan Expenditures

TABLE 17 : CAPITAL IMPROVEMENT PROGRAM COSTS (IN FUTURE-YEAR DOLLARS)[2]

Project Description		2021	2022	2023	2024	2025	2026
W-00000	Engineering Support for Water Projects	$ 25,000	$ 25,625	$ 26,266	$ 26,922	$ 27,595	$ 28,285
--	Other Items Identified from Public Works	-	-	-	-	-	-
Planning, Studies, Reports		-	-	-	-	-	-
W-STDY-1	Water Feasibility Project - New Water Supply	-	-	-	-	-	-
W-STDY-2	Water Distribution System Conditon Assessment Study	106,000	-	-	-	-	-
W-STDY-2	Water Distribution System Conditon Assessment Study	240,000	-	-	-	-	-
W-STDY-3	W-STDY-3: Asset Management Software	150,000	-	-	-	-	-
MUP-UDII	Master Plan Update	-	-	-	323,067	-	-
Major O&M Projects		-	-	-	-	-	-
W-03	Water Main Upgrades - Locations 1-12	115,000	855,875	-	-	-	-
W-04	Water Main Upgrades - Locations 13-23	135,000	1,414,500	-	-	-	-
W-09	System Upgrade - River Crossing @ Gateway	283,000	-	-	-	-	-
W-22	Water Tower Recoating	20,000	1,404,250	-	-	-	-
W-26	Water Tower Demolition	480,000	-	-	-	-	-
W-GW-00	Energy Efficient Upgrades at Well Sites	106,000	-	-	-	-	-
W-29	Valve replacement Down town area 26 valves	130,000	-	-	-	-	-
W-31	Manual Read Meter Replacement / Commercial Meter Replacement	870,000	276,750	351,959	360,758	369,777	379,022
W-33	Meter Replacement Program	920,000	56,375	556,831	581,521	607,097	-
W-34	South St Water Tower Exterior Rehab	35,000	271,625	-	-	-	-
W-36	4th/Gateway Line & Valve	60,000	451,000	-	-	-	-
W-38	Well 27 Rehabilitation	30,000	297,250	-	-	-	-
tbd	Leak Repair Project identified from Condition Assessment	-	82,000	-	-	-	-
tbd	Dunham Lewis Water Main Rehabilitation	-	-	-	-	-	-

CITY OF MADERA **EXHIBIT 2**
WATER RATE STUDY
Capital Improvement Plan Expenditures

tbd	Year 1 Pipeline Replacement Project from Condition Assessment	-	1,127,500	-	-	-	-
tbd	Year 2 Pipeline Replacement from Project Condition Assessment	-	-	1,155,688	-	-	-
--	Average Annual R&R CIP - Placeholder	-	-	-	1,399,958	1,434,957	1,470,831
possible N	3 new chlorine analyzers & generators, 10-year life	-	179,375	183,859	188,456	193,167	197,996
New Capital Projects		-	-	-	-	-	-
W-06	System Upgrades, H St to Madera Ave	15,000	410,000	-	-	-	-
W-08	Water Main Upgrades - 10th St.	20,000	1,066,000	-	-	-	-
--	New Wells - Replacement of Diminished Production Capacity	-	-	-	-	-	-
W-32	Meter Installation - continue installation of meters on unmetered services	1,240,000	-	-	-	-	-
Master Plan Recommendations		-	-	-	-	-	-
PSW-45	Pipe, Almond Ave, From Pine St to Stadium Rd	-	-	92,455	202,455	-	-
R-000072	Sharon Blvd Pipeline, Love's Reimbursement	48,500	-	-	-	-	-
W-GW-00	Loves Well	2,000,000	-	-	-	-	-
GW-002	New Well - Ellis/Chapin Well 35	-	-	-	-	-	-
GW-003	Well, Well No. 36, Hwy 145 and Indigo Dr	-	123,000	2,311,375	-	-	-
T-1	Above Ground Storage 7 MG Tank at Ave. 17 & RD. 27	-	889,700	9,455,625	-	-	-
PS-1	Pump Station for Tank at Ave. 17 & Road 27	-	473,550	6,587,419	-	-	-
PNE-4	Pipe, Lake Street (Road 27) 24" from Ellis to Avenue 17	-	87,125	646,134	-	-	-
W-37	Northeast Water Transmission Main	-	440,750	3,178,351	-	-	-
W-GW-00	New Well 37 Granada north of Cleveland aka GW-4 in Master Plan	-	51,250	1,124,169	-	-	-
Total: CIP Program Costs *(Future-Year Dollars)*		**$ 7,028,500**	**$ 9,983,500**	**$ 25,670,131**	**$ 3,083,138**	**$ 2,632,594**	**$ 2,076,134**

TABLE 18 : FORECASTING ASSUMPTIONS

Economic Variables	2021	2022	2023	2024	2025	2026
Annual Construction Cost Inflation, Per Engineering News Record[3]	*0.00%*	*2.50%*	*2.50%*	*2.50%*	*2.50%*	*2.50%*
Cumulative Construction Cost Multiplier from 2021	*1.00*	*1.03*	*1.05*	*1.08*	*1.10*	*1.13*

1. Estimated capital improvement project costs found in source files: *Water CIP Table ARPA.xlsx*
2. Capital improvement projects are inflated to future year estimated costs with ENR CCI for the region.
3. Construction inflator is based on the most current 10 year average of the Engineering News-Record Construction Cost Index. Source: www.enr.com/economics (August 2010 to August 2020).

TABLE 19

ASSESSMENT DISTRICT DEBT OBLIGATIONS						
Annual Repayment Schedules:	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
2015 Water Revenue Bonds ($2,025,000)[1]						
Principal Payment	$ 80,000	$ 85,000	$ 85,000	$ 90,000	$ 95,000	$ 100,000
Interest Payment	64,010	61,050	57,905	54,760	51,430	47,915
Subtotal: Annual Debt Service	**$ 144,010**	**$ 146,050**	**$ 142,905**	**$ 144,760**	**$ 146,430**	**$ 147,915**
Coverage Requirement ($-Amnt above annual payment)	120%	120%	120%	120%	120%	120%
Reserve Requirement	$ -	$ -	$ -	$ -	$ -	$ -
2019 Water Revenue Bonds ($9,016,903)[2]						
Principal Payment	$ 409,781	$ 418,148	$ 435,546	$ 447,120	$ 457,908	$ 467,850
Interest Payment	225,466	214,593	203,438	191,864	179,989	167,834
Subtotal: Annual Debt Service	**$ 635,247**	**$ 632,741**	**$ 638,984**	**$ 638,984**	**$ 637,897**	**$ 635,684**
Coverage Requirement ($-Amnt above annual payment)	120%	120%	120%	120%	120%	120%
Reserve Requirement	$ -	$ -	$ -	$ -	$ -	$ -

1. Water revenue bonds due to mature in 2036. Source file: *2015 Water Amortization Schedule.pdf*
   Reserve Requirement not required per Bond Document: *Water Refunding 2015 3rd Install.pdf* , page 14.
2. Water revenue bonds due to mature in 2037. Source file: *Water_Refunding 2019 Amortization Schedule.pdf*
   Refunded the Water Revenue Bonds, Series 2010. Source file: *Water_Refunding 2019 4th Install.pdf*

TABLE 20 : EXISTING ANNUAL DEBT OBLIGATIONS TO BE SATISFIED BY WATER RATES

Existing Annual Debt Service	***$ 779,257***	***$ 778,791***	***$ 781,889***	***$ 783,744***	***$ 784,327***	***$ 783,599***
Existing Annual Coverage Requirement	***120%***	***120%***	***120%***	***120%***	***120%***	***120%***
Existing Debt Reserve Target	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***

CITY OF MADERA
WATER RATE STUDY
Projected Water Rates Under Existing Rate Schedule

TABLE 21 : CURRENT RATES

Current Rates		Effective Jan. 26, 2020
Monthly Fixed Charge[1]		
5/8 inch		$16.88
3/4 inch		$19.09
1 inch		$23.51
1 1/2 inch		$34.56
2 inch		$47.82
3 inch		$89.81
4 inch		$151.69
6 inch		$299.76
8 inch		$542.86
Volumetric Charge, per CCF[1,2]		
Residential Tiered Rates		
Tier 1	*0-10*	$1.93
Tier 2	*11-33*	$2.40
Tier 3	*34+*	$3.68
Multi-Residential Tiered Rates		
Tier 1	*0-10*	$2.03
Tier 2	*11+*	$2.88
Non-Residential		
Uniform Rate		$2.41

1. Combination of monthly service fee and variable use charge.
   Source file: 2543_001 Water Rates 1.26.19 to 1.26.20.pdf
2. CCF = Hundred Cubic Feet or 748.05 gallons.

TABLE 22 : CLASSIFICATION OF EXPENSES FOR FY 2021/22

Classification of Expenses									
Budget Categories	Total Revenue Requirements	Commodity	Conservation	Capacity	Customer	Basis of Classification			
	FY 2021/22	(COM)	(CON)	(CAP)	(CA)	(COM)	(CON)	(CAP)	(CA)
UTILITY BILLING AND WATER									
Salaries & Benefits									
Salaries / Full-Time	$ 299,600	$ -	$ -	$ -	$ 299,600	0.0%	0.0%	0.0%	100.0%
Salaries / Auto & Expense	100	-	-	-	100	0.0%	0.0%	0.0%	100.0%
Public Employees Retirement	67,284	-	-	-	67,284	0.0%	0.0%	0.0%	100.0%
Long Term Disability Insurance	1,000	-	-	-	1,000	0.0%	0.0%	0.0%	100.0%
Life Insurance Premiums	400	-	-	-	400	0.0%	0.0%	0.0%	100.0%
Workers Compensation Insurance	26,200	-	-	-	26,200	0.0%	0.0%	0.0%	100.0%
Medicare Tax-Employer's Share	4,300	-	-	-	4,300	0.0%	0.0%	0.0%	100.0%
Unfunded Accrued Liability	54,100	-	-	-	54,100	0.0%	0.0%	0.0%	100.0%
Deferred Comp/Full Time	10,500	-	-	-	10,500	0.0%	0.0%	0.0%	100.0%
Unemployment Insurance	1,100	-	-	-	1,100	0.0%	0.0%	0.0%	100.0%
Section 125 Benefit Allowance	85,500	-	-	-	85,500	0.0%	0.0%	0.0%	100.0%
Subtotal	$ 550,084	$ -	$ -	$ -	$ 550,084				
Materials & Services									
Telephone & Fax Charges	$ 8,200	$ -	$ -	$ -	$ 8,200	0.0%	0.0%	0.0%	100.0%
Advertising/Bids & Notices	500	-	-	-	500	0.0%	0.0%	0.0%	100.0%
Office Supplies/Expendable	6,200	-	-	-	6,200	0.0%	0.0%	0.0%	100.0%
Postage/Other Mailing	41,200	-	-	-	41,200	0.0%	0.0%	0.0%	100.0%
Customer Relations	1,500	-	-	-	1,500	0.0%	0.0%	0.0%	100.0%
Other Administrative Expenses	61,800	-	-	-	61,800	0.0%	0.0%	0.0%	100.0%
Election Costs	30,900	-	-	-	30,900	0.0%	0.0%	0.0%	100.0%
Misc. Expenses	3,100	-	-	-	3,100	0.0%	0.0%	0.0%	100.0%
Subtotal	$ 153,400	$ -	$ -	$ -	$ 153,400				

TABLE 23 : CLASSIFICATION OF EXPENSES FOR FY 2021/22

Classification of Expenses									
Budget Categories	**Total Revenue Requirements**	**Commodity**	**Conservation**	**Capacity**	**Customer**	**Basis of Classification**			
	FY 2021/22	**(COM)**	**(CON)**	**(CAP)**	**(CA)**	**(COM)**	**(CON)**	**(CAP)**	**(CA)**
Central Su.	$ 100	$ -	$ -	$ -	$ 100	0.0%	0.0%	0.0%	100.0%
Admin. Ove.	42,000	-	-	-	42,000	0.0%	0.0%	0.0%	100.0%
Computer Maintenance	34,200	-	-	-	34,200	0.0%	0.0%	0.0%	100.0%
Computer R.	7,700	-	-	-	7,700	0.0%	0.0%	0.0%	100.0%
Motor Rental.	3,100	-	-	-	3,100	0.0%	0.0%	0.0%	100.0%
Subtotal	$ 87,100	$ -	$ -	$ -	$ 87,100				
Special Payments									
OPEB Obligation Expense	$ 1,700	$ -	$ -	$ -	$ 1,700	0.0%	0.0%	0.0%	100.0%
Pension Expense-GASB 68	75,400	-	-	-	75,400	0.0%	0.0%	0.0%	100.0%
Interest Expense	36,100	-	-	-	36,100	0.0%	0.0%	0.0%	100.0%
Subtotal	$ 113,200	$ -	$ -	$ -	$ 113,200				
Capital Outlay									
Other Operations Expense	$ 800	$ -	$ -	$ -	$ 800	0.0%	0.0%	0.0%	100.0%
Subtotal	$ 800	$ -	$ -	$ -	$ 800				
Transfer Out									
Transfer Out - Insurance Rese.	$ 9,400	$ -	$ -	$ -	$ 9,400	0.0%	0.0%	0.0%	100.0%
Subtotal	$ 9,400	$ -	$ -	$ -	$ 9,400				
Sub-Total: Utility Billing and Water	**$ 913,984**	**$ -**	**$ -**	**$ -**	**$ 913,984**	**0.0%**	**0.0%**	**0.0%**	**100.0%**

TABLE 24 : CLASSIFICATION OF EXPENSES FOR FY 2021/22

Classification of Expenses, continued									
Budget Categories	Total Revenue Requirements	Commodity	Conservation	Capacity	Customer	Basis of Classification			
	FY 2021/22	(COM)	(CON)	(CAP)	(CA)	(COM)	(CON)	(CAP)	(CA)
WATER MAINTENANCE AND OPERATIONS									
Salaries & Benefits									
Salaries / Full-Time	$ 604,300	$ 453,225	$ -	$ 90,645	$ 60,430	75.0%	0.0%	15.0%	10.0%
Salaries / Overtime	42,000	31,500	-	6,300	4,200	75.0%	0.0%	15.0%	10.0%
Salaries / Uniform Pay	1,300	975	-	195	130	75.0%	0.0%	15.0%	10.0%
Public Employees Retirement	80,200	60,150	-	12,030	8,020	75.0%	0.0%	15.0%	10.0%
Long Term Disability Insurance	1,900	1,425	-	285	190	75.0%	0.0%	15.0%	10.0%
Life Insurance Premiums	700	525	-	105	70	75.0%	0.0%	15.0%	10.0%
Workers Compensation Insurance	61,500	46,125	-	9,225	6,150	75.0%	0.0%	15.0%	10.0%
Medicare Tax - Employer's Share	9,400	7,050	-	1,410	940	75.0%	0.0%	15.0%	10.0%
Unfunded Accrued Liability	126,800	95,100	-	19,020	12,680	75.0%	0.0%	15.0%	10.0%
Deferred Compensation/Part-Time	-	-	-	-	-	75.0%	0.0%	15.0%	10.0%
Deferred Compensation/Full-Time	20,500	15,375	-	3,075	2,050	75.0%	0.0%	15.0%	10.0%
Unemployment Insurance	2,300	1,725	-	345	230	75.0%	0.0%	15.0%	10.0%
Section 125 Benefit Allowance	104,500	78,375	-	15,675	10,450	75.0%	0.0%	15.0%	10.0%
Subtotal	$ 1,055,400	$ 791,550	$ -	$ 158,310	$ 105,540				
Materials & Services									
Gas & Electric Utilities	$ 1,680,000	$ 1,680,000	$ -	$ -	$ -	100.0%	0.0%	0.0%	0.0%
Telephone & Fax Charges	8,900	6,675	-	1,335	890	75.0%	0.0%	15.0%	10.0%
Advertising/Other	1,000	750	-	150	100	75.0%	0.0%	15.0%	10.0%
Professional Dues	2,200	1,650	-	330	220	75.0%	0.0%	15.0%	10.0%
Office Supplies/Expendable	1,500	1,125	-	225	150	75.0%	0.0%	15.0%	10.0%
Postage/Other Mailing Charge	800	600	-	120	80	75.0%	0.0%	15.0%	10.0%
Vehicle Fuel, Supplies & Maint.	35,500	26,625	-	5,325	3,550	75.0%	0.0%	15.0%	10.0%
Contracted Services	267,800	200,850	-	40,170	26,780	75.0%	0.0%	15.0%	10.0%
Taxes & Assessments	9,100	6,825	-	1,365	910	75.0%	0.0%	15.0%	10.0%
Conference/Training/Education	18,500	13,875	-	2,775	1,850	75.0%	0.0%	15.0%	10.0%
Maintenance/Other Supplies	139,100	104,325	-	20,865	13,910	75.0%	0.0%	15.0%	10.0%
Subtotal	$ 2,164,400	$ 2,043,300	$ -	$ 72,660	$ 48,440				

TABLE 25 : CLASSIFICATION OF EXPENSES FOR FY 2021/22

Classification of Expenses, continued									
Budget Categories	**Total Revenue Requirements**	**Commodity**	**Conservation**	**Capacity**	**Customer**	**Basis of Classification**			
	FY 2021/22	**(COM)**	**(CON)**	**(CAP)**	**(CA)**	**(COM)**	**(CON)**	**(CAP)**	**(CA)**
Interfund Charges									
Interfund Charge - Facility Maintenance	$ 130,700	$ 98,025	$ -	$ 19,605	$ 13,070	75.0%	0.0%	15.0%	10.0%
Interfund Charge - Central Su.	37,700	28,275	-	5,655	3,770	75.0%	0.0%	15.0%	10.0%
Interfund Charge - Cost Distribution	214,900	161,175	-	32,235	21,490	75.0%	0.0%	15.0%	10.0%
Interfund Charge - Admin. Overhead	303,100	227,325	-	45,465	30,310	75.0%	0.0%	15.0%	10.0%
Interfund Charge - Vehicle Replacement	85,000	63,750	-	12,750	8,500	75.0%	0.0%	15.0%	10.0%
Interfund Charge - Vehicle Maintenance	66,100	49,575	-	9,915	6,610	75.0%	0.0%	15.0%	10.0%
Interfund Charge - Comp. Maintenance	88,400	66,300	-	13,260	8,840	75.0%	0.0%	15.0%	10.0%
Interfund Charge - Computer	19,300	14,475	-	2,895	1,930	75.0%	0.0%	15.0%	10.0%
Interfund Charge - Software	2,100	1,575	-	315	210	75.0%	0.0%	15.0%	10.0%
Interfund Charge - Motor Rental.	4,700	3,525	-	705	470	75.0%	0.0%	15.0%	10.0%
Subtotal	$ 952,000	$ 714,000	$ -	$ 142,800	$ 95,200				
Five-Year Update									
GSP Annual Report	$ 35,000	$ 26,250	$ -	$ 5,250	$ 3,500	75.0%	0.0%	15.0%	10.0%
Point of Contact - GSP	12,500	9,375	-	1,875	1,250	75.0%	0.0%	15.0%	10.0%
Data Management Software	10,000	7,500	-	1,500	1,000	75.0%	0.0%	15.0%	10.0%
Regional Water Management Group	9,000	6,750	-	1,350	900	75.0%	0.0%	15.0%	10.0%
Subtotal	$ 66,500	$ 49,875	$ -	$ 9,975	$ 6,650				
Special Payments									
Liability/Property Insurance	$ 160,500	$ 120,375	$ -	$ 24,075	$ 16,050	75.0%	0.0%	15.0%	10.0%
Retiree Insurance Premiums	2,100	1,575	-	315	210	75.0%	0.0%	15.0%	10.0%
OPEB Obligation Expense	46,300	34,725	-	6,945	4,630	75.0%	0.0%	15.0%	10.0%
Pension Expense-GASB 68	173,200	129,900	-	25,980	17,320	75.0%	0.0%	15.0%	10.0%
Subtotal	$ 382,100	$ 286,575	$ -	$ 57,315	$ 38,210				
Transfer Out									
Transfer Out	$ 60,000	$ 45,000	$ -	$ 9,000	$ 6,000	75.0%	0.0%	15.0%	10.0%
Transfer Out - Insurance Rese.	20,100	15,075	-	3,015	2,010	75.0%	0.0%	15.0%	10.0%
Subtotal	$ 80,100	$ 60,075	$ -	$ 12,015	$ 8,010				
Sub-Total: Water Maintenance and Operations	**$ 4,700,500**	**$ 3,945,375**	**$ -**	**$ 453,075**	**$ 302,050**	**83.9%**	**0.0%**	**9.6%**	**6.4%**

TABLE 26 : CLASSIFICATION OF EXPENSES FOR FY 2021/22

Classification of Expenses, continued									
Budget Categories	Total Revenue Requirements	Commodity	Conservation	Capacity	Customer	Basis of Classification			
	FY 2021/22	(COM)	(CON)	(CAP)	(CA)	(COM)	(CON)	(CAP)	(CA)
WATER QUALITY CONTROL									
Salaries & Benefits									
Salaries / Full-Time	$ 242,500	$ 121,250	$ -	$ 121,250	$ -	50.0%	0.0%	50.0%	0.0%
Salaries / Overtime	1,100	550	-	550	-	50.0%	0.0%	50.0%	0.0%
Salaries / Uniform Pay	1,100	550	-	550	-	50.0%	0.0%	50.0%	0.0%
Public Employees Retirement	31,000	15,500	-	15,500	-	50.0%	0.0%	50.0%	0.0%
Long Term Disability Insurance	700	350	-	350	-	50.0%	0.0%	50.0%	0.0%
Life Insurance Premiums	400	200	-	200	-	50.0%	0.0%	50.0%	0.0%
Workers Compensation Insurance	23,200	11,600	-	11,600	-	50.0%	0.0%	50.0%	0.0%
Medicare Tax - Employer's Share	3,700	1,850	-	1,850	-	50.0%	0.0%	50.0%	0.0%
Unfunded Accrued Liability	44,700	22,350	-	22,350	-	50.0%	0.0%	50.0%	0.0%
Deferred Compensation/Part-Time	-	-	-	-	-	50.0%	0.0%	50.0%	0.0%
Deferred Compensation/Full-Time	7,600	3,800	-	3,800	-	50.0%	0.0%	50.0%	0.0%
Unemployment Insurance	1,100	550	-	550	-	50.0%	0.0%	50.0%	0.0%
Section 125 Benefit Allowance	50,500	25,250	-	25,250	-	50.0%	0.0%	50.0%	0.0%
Subtotal	$ 407,600	$ 203,800	$ -	$ 203,800	$ -				
Materials & Services									
Telephone & Fax Charges	$ 2,600	$ 1,300	$ -	$ 1,300	$ -	50.0%	0.0%	50.0%	0.0%
Advertising/Bids & Notices	300	150	-	150	-	50.0%	0.0%	50.0%	0.0%
Advertising/Other	2,600	1,300	-	1,300	-	50.0%	0.0%	50.0%	0.0%
Professional Dues	200	100	-	100	-	50.0%	0.0%	50.0%	0.0%
Office Supplies Expendable	2,200	1,100	-	1,100	-	50.0%	0.0%	50.0%	0.0%
Postage/Other Mailing Charge	3,500	1,750	-	1,750	-	50.0%	0.0%	50.0%	0.0%
Vehicle Fuel, Supplies & Maintenance	4,700	2,350	-	2,350	-	50.0%	0.0%	50.0%	0.0%
Contracted Services	61,800	30,900	-	30,900	-	50.0%	0.0%	50.0%	0.0%
Taxes and Assessments	38,900	19,450	-	19,450	-	50.0%	0.0%	50.0%	0.0%
Conference/Training/Education	7,200	3,600	-	3,600	-	50.0%	0.0%	50.0%	0.0%
Maintenance/Other Supplies	41,200	20,600	-	20,600	-	50.0%	0.0%	50.0%	0.0%
Subtotal	$ 165,200	$ 82,600	$ -	$ 82,600	$ -				

TABLE 27 : CLASSIFICATION OF EXPENSES FOR FY 2021/22

Classification of Expenses, continued									
Budget Categories	**Total Revenue Requirements**	**Commodity**	**Conservation**	**Capacity**	**Customer**	**Basis of Classification**			
	FY 2021/22	**(COM)**	**(CON)**	**(CAP)**	**(CA)**	**(COM)**	**(CON)**	**(CAP)**	**(CA)**
Interfund Charge - Facility Maintenance	$ 85,500	$ 42,750	$ -	$ 42,750	$ -	50.0%	0.0%	50.0%	0.0%
Interfund Charge - Central Su.	1,200	600	-	600	-	50.0%	0.0%	50.0%	0.0%
Interfund Charge - Cost Distribution	170,000	85,000	-	85,000	-	50.0%	0.0%	50.0%	0.0%
Interfund Charge - Admin. Overhead	57,400	28,700	-	28,700	-	50.0%	0.0%	50.0%	0.0%
Interfund Charge - Vehicle Replacement	14,900	7,450	-	7,450	-	50.0%	0.0%	50.0%	0.0%
Interfund Charge - Vehicle Maintenance	15,200	7,600	-	7,600	-	50.0%	0.0%	50.0%	0.0%
Subtotal	$ 344,200	$ 172,100	$ -	$ 172,100	$ -				
Functional Expenses									
Water Conservation Program	$ 255,600	$ -	$ 255,600	$ -	$ -	0.0%	100.0%	0.0%	0.0%
Subtotal	$ 255,600	$ -	$ 255,600	$ -	$ -				
Special Payments									
OPEB Obligation Expense	$ 24,000	$ 12,000	$ -	$ 12,000	$ -	50.0%	0.0%	50.0%	0.0%
Pension Expense-GASB 68	61,300	30,650	-	30,650	-	50.0%	0.0%	50.0%	0.0%
Subtotal	$ 85,300	$ 42,650	$ -	$ 42,650	$ -				
Transfer Out									
Transfer Out - Insurance Rese.	$ 8,500	$ 4,250	$ -	$ 4,250	$ -	50.0%	0.0%	50.0%	0.0%
Subtotal	$ 8,500	$ 4,250	$ -	$ 4,250	$ -				
Sub-Total: Water Quality Control	**$ 1,266,400**	**$ 505,400**	**$ 255,600**	**$ 505,400**	**$ -**	**39.9%**	**20.2%**	**39.9%**	**0.0%**

TABLE 28 : CLASSIFICATION OF EXPENSES FOR FY 2021/22

Classification of Expenses, continued									
Budget Categories	Total Revenue Requirements	Commodity	Conservation	Capacity	Customer	Basis of Classification			
	FY 2021/22	(COM)	(CON)	(CAP)	(CA)	(COM)	(CON)	(CAP)	(CA)
WATER CONSERVATION PROGRAM									
Salaries & Benefits									
Salaries / Full-Time	$ 111,500	$ 33,450	$ 72,475	$ -	$ 5,575	30.0%	65.0%	0.0%	5.0%
Salaries / Uniform Pay	300	90	195	-	15	30.0%	65.0%	0.0%	5.0%
Public Employees Retirement	16,800	5,040	10,920	-	840	30.0%	65.0%	0.0%	5.0%
Long Term Disability Insurance	400	120	260	-	20	30.0%	65.0%	0.0%	5.0%
Life Insurance Premiums	100	30	65	-	5	30.0%	65.0%	0.0%	5.0%
Workers Compensation Insurance	10,600	3,180	6,890	-	530	30.0%	65.0%	0.0%	5.0%
Medicare Tax - Employer's Share	1,700	510	1,105	-	85	30.0%	65.0%	0.0%	5.0%
Unfunded Accrued Liability	30,500	9,150	19,825	-	1,525	30.0%	65.0%	0.0%	5.0%
Deferred Compensation/Full-Time	4,700	1,410	3,055	-	235	30.0%	65.0%	0.0%	5.0%
Unemployment Insurance	400	120	260	-	20	30.0%	65.0%	0.0%	5.0%
Section 125 Benefit Allowance	24,500	7,350	15,925	-	1,225	30.0%	65.0%	0.0%	5.0%
Subtotal	$ 201,500	$ 60,450	$ 130,975	$ -	$ 10,075				
Materials & Services									
Advertising/Other	$ 23,300	$ 6,990	$ 15,145	$ -	$ 1,165	30.0%	65.0%	0.0%	5.0%
Subtotal	$ 23,300	$ 6,990	$ 15,145	$ -	$ 1,165				
Interfund Charges									
Interfund Charge - Admin. Overhead	$ 17,700	$ 5,310	$ 11,505	$ -	$ 885	30.0%	65.0%	0.0%	5.0%
Subtotal	$ 17,700	$ 5,310	$ 11,505	$ -	$ 885				
Functional Expenses									
Water Conservation Program	$ 100,000	$ -	$ 100,000	$ -	$ -	0.0%	100.0%	0.0%	0.0%
Subtotal	$ 100,000	$ -	$ 100,000	$ -	$ -				
Special Payments									
OPEB Obligation Expense	$ (2,400)	$ (720)	$ (1,560)	$ -	$ (120)	30.0%	65.0%	0.0%	5.0%
Pension Expense-GASB 68	29,100	8,730	18,915	-	1,455	30.0%	65.0%	0.0%	5.0%
Subtotal	$ 26,700	$ 8,010	$ 17,355	$ -	$ 1,335				
Transfer Out									
Transfer Out - Insurance Rese.	$ 3,700	$ 1,110	$ 2,405	$ -	$ 185	30.0%	65.0%	0.0%	5.0%
Subtotal	$ 3,700	$ 1,110	$ 2,405	$ -	$ 185				
Sub-Total: Water Conservation Program	**$ 372,900**	**$ 81,870**	**$ 277,385**	**$ -**	**$ 13,645**	**22.0%**	**74.4%**	**0.0%**	**3.7%**

TABLE 29 : CLASSIFICATION OF EXPENSES FOR FY 2021/22

Classification of Expenses, continued									
Budget Categories	Total Revenue Requirements	Commodity	Conservation	Capacity	Customer	Basis of Classification			
	FY 2021/22	(COM)	(CON)	(CAP)	(CA)	(COM)	(CON)	(CAP)	(CA)
WATER DEBT SERVICE & REVENUE BONDS									
Materials & Services									
Contracted Services	$ 4,500	$ 2,250	$ -	$ 2,250	$ -	50.0%	0.0%	50.0%	0.0%
Subtotal	$ 4,500	$ 2,250	$ -	$ 2,250	$ -				
Sub-Total: Water Capital Outlay	**$ 4,500**	**$ 2,250**	**$ -**	**$ 2,250**	**$ -**	**50.0%**	**0.0%**	**50.0%**	**0.0%**
Total Operating Expense	**$ 7,258,284**	**$ 4,534,895**	**$ 532,985**	**$ 960,725**	**$ 1,229,679**	**62.5%**	**7.3%**	**13.2%**	**16.9%**

TABLE 30 : CLASSIFICATION OF EXPENSES FOR FY 2021/22

Classification of Expenses, continued										
Budget Categories	**Total Revenue Requirements**	**Commodity**	**Conservation**	**Capacity**	**Customer**	**Basis of Classification**			
	FY 2021/22	**(COM)**	**(CON)**	**(CAP)**	**(CA)**	**(COM)**	**(CON)**	**(CAP)**	**(CA)**
Debt Service Payments									
Existing Debt Service	$ 778,791	$ 389,395	$ -	$ 389,395	$ -	50.0%	0.0%	50.0%	0.0%
Total Debt Service Payments	**$ 778,791**	**$ 389,395**	**$ -**	**$ 389,395**	**$ -**	**50.0%**	**0.0%**	**50.0%**	**0.0%**
Capital Expenditures									
Rate Funded Capital Expenses	$ 1,948,133	$ 974,066	$ -	$ 974,066	$ -	50.0%	0.0%	50.0%	0.0%
TOTAL REVENUE REQUIREMENTS	**$ 9,985,208**	**$ 5,898,357**	**$ 532,985**	**$ 2,324,187**	**$ 1,229,679**	**59.1%**	**5.3%**	**23.3%**	**12.3%**
Less: Non-Rate Revenues									
WATER UTILITY									
Licenses & Permits									
State SB1186 Fees/Business License	$ (3,561)	$ (2,104)	$ (190)	$ (829)	$ (439)	59.1%	5.3%	23.3%	12.3%
Infrastructure Cost Payback	$ (5,937)	$ (3,507)	$ (317)	$ (1,382)	$ (731)	59.1%	5.3%	23.3%	12.3%
Meter Amortization	$ (10,000)	$ (5,907)	$ (534)	$ (2,328)	$ (1,232)	59.1%	5.3%	23.3%	12.3%
Fines & Forfeiture									
Late Payment/Other Penalty	$ (196,650)	$ (116,163)	$ (10,497)	$ (45,773)	$ (24,217)	59.1%	5.3%	23.3%	12.3%
Revenue/Water Patrol Fines	$ (45,983)	$ (27,163)	$ (2,454)	$ (10,703)	$ (5,663)	59.1%	5.3%	23.3%	12.3%
Charges for Services									
Application Fee	$ (34,547)	$ (20,407)	$ (1,844)	$ (8,041)	$ (4,254)	59.1%	5.3%	23.3%	12.3%
Construction Usage Fee	$ (7,860)	$ (4,643)	$ (420)	$ (1,830)	$ (968)	59.1%	5.3%	23.3%	12.3%
Meter Setup/Relocation Fee	$ (3,169)	$ (1,872)	$ (169)	$ (738)	$ (390)	59.1%	5.3%	23.3%	12.3%
User Charges									
Water Permits and Fees	$ (1,647)	$ (973)	$ (88)	$ (383)	$ (203)	59.1%	5.3%	23.3%	12.3%
Interest									
Interest Income	$ (415,410)	$ (245,386)	$ (22,174)	$ (96,692)	$ (51,158)	59.1%	5.3%	23.3%	12.3%
Interfund Charges									
Interfund Charges Revenue - Co	$ (4,326)	$ (2,555)	$ (231)	$ (1,007)	$ (533)	59.1%	5.3%	23.3%	12.3%
Refunds									
Refunds & Reimbursements	$ (2,246)	$ (1,327)	$ (120)	$ (523)	$ (277)	59.1%	5.3%	23.3%	12.3%
Collection Recovery	$ (1,938)	$ (1,145)	$ (103)	$ (451)	$ (239)	59.1%	5.3%	23.3%	12.3%
UTILITY BILLING AND WATER									
Refunds									
Refunds and Reimbursements	$ (841)	$ (497)	$ (45)	$ (196)	$ (104)	59.1%	5.3%	23.3%	12.3%
Collection Recovery	$ -	$ -	$ -	$ -	$ -	59.1%	5.3%	23.3%	12.3%
NET REVENUE REQUIREMENTS FOR FY 2021/22	**$ 9,251,093**	**$ 5,464,708**	**$ 493,800**	**$ 2,153,312**	**$ 1,139,273**				
Allocation of Revenue Requirements	**100.0%**	**59.1%**	**5.3%**	**23.3%**	**12.3%**				

TABLE 31 : ADJUSTMENT OF COST OF SERVICE ALLOCATION

	Total Revenue Requirements	Commodity	Conservation	Capacity	Customer
Average adjusted current revenue with rate increases	*$ 11,852,440*	*$ 7,001,348*	*$ 632,653*	*$ 2,758,809*	*$ 1,459,629*
	100.0%	59.1%	5.3%	23.3%	12.3%

TABLE 32

Development of the COMMODITY & CONSERVATION Allocation Factor					
Customer Class	Volume (hcf)[1]	Percent of Total Volume	*Average Monthly Statistics*		
			Winter	*Annual*	*Summer*
Single-Family	2,253,906	**63.4%**	8	15	22
Multi-Family	467,097	**13.1%**	9	12	17
Commercial	679,591	**19.1%**	42	70	103
Industrial	37,010	**1.0%**	101	134	168
Irrigation	115,456	**3.2%**	44	141	261
Total	**3,553,060**	**100%**			

1. Consumption is from January through December 2020.
Source files: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx
September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx

Commodity Related Costs: *These costs are associated with the total consumption (flow) of water over a specified period of time (e.g. annual).*

TABLE 33

Development of the CAPACITY Allocation Factor				
Customer Class	Average Monthly Use (hcf)	Peak Monthly Use (hcf)[2]	Peaking Factor	Max Monthly Capacity Factor
Single-Family	187,825	286,177	**1.52**	**63.9%**
Multi-Family	38,925	54,661	**1.40**	**12.2%**
Commercial	56,633	84,950	**1.50**	**19.0%**
Industrial	3,084	4,013	**1.30**	**0.9%**
Irrigation	9,621	18,378	**1.91**	**4.1%**
Total	**296,088**	**448,180**		**100%**

2. Based on peak monthly data (peak day data not available).

Capacity Related Costs: *Costs associated with the maximum demand required at one point in time or the maximum size of facilities required to meet this demand.*

TABLE 34

Development of the CUSTOMER Allocation Factor				
Customer Class	**Number of Meters[1]**	**Percent of Total Accounts**	**Number of Units[1]**	**Percent of Total Units**
Single-Family	12,663	**89.8%**	12,663	**75.6%**
Multi-Family	528	**3.7%**	3,183	**19.0%**
Commercial	813	**5.8%**	813	**4.9%**
Industrial	23	**0.2%**	23	**0.1%**
Irrigation	68	**0.5%**	68	**0.4%**
Total	**14,095**	**100.0%**	**16,750**	**100.0%**

1. Meter Count is from December 2020.

Customer Related Costs *: Costs associated with having a customer on the water system. These costs vary with the addition or deletion of customers on the system. Examples: Meter-reading, Postage and billing.*

TABLE 35 : SUMMARY OF COST OF SERVICE ALLOCATION OF WATER REVENUE REQUIREMENTS

Functional Category	***Proposed Rates for FY 2021/22*** **Adjusted Net Revenue Requirements 36% Fixed / 64% Variable**	
Commodity - Related Costs	**$ 7,001,348**	*59.1%*
Conservation - Related Costs	**$ 632,653**	*5.3%*
Capacity - Related Costs	**$ 2,758,809**	*23.3%*
Customer - Related Costs	**$ 1,459,629**	*12.3%*
Total	**$ 11,852,440**	*100%*

TABLE 36 : ALLOCATION OF ADJUSTED NET REVENUE REQUIREMENTS

Net Revenue Requirements for FY 2021/22						
Customer Classes	**Classification Components**				**Cost of Service Net Rev. Req'ts**	**% of COS Net Revenue Req'ts**
	Commodity - Related Costs	**Conservation - Related Costs**	**Capacity - Related Costs**	**Customer - Related Costs**		
Single-Family	$ 4,441,349	$ 401,327	$ 1,761,585	$ 1,103,479	$ 7,707,740	*65.0%*
Multi-Family	920,421	83,171	336,472	277,373	1,617,437	*13.6%*
Commercial	1,339,142	121,007	522,920	70,846	2,053,916	*17.3%*
Industrial	72,929	6,590	24,704	2,004	106,227	*0.9%*
Irrigation	227,507	20,558	113,129	5,926	367,120	*3.1%*
Total Net Revenue Requirement	**$ 7,001,348**	**$ 632,653**	**$ 2,758,809**	**$ 1,459,629**	**$ 11,852,440**	**100%**

TABLE 37

Meter Size	Standard Meters[1]	
	Meter Capacity (gpm)	Equivalency to 1 inch
	Displacement Meters	
5/8 inch	20	0.40
3/4 inch	30	0.60
1 inch	50	1.00
1.5 inch	100	2.00
2 inch	160	3.20
	Compound Class I Meters	
3 inch	320	6.40
4 inch	500	10.00
6 inch	1,000	20.00
8 inch	1,600	32.00

1. Meter flow rates are from *AWWA M-1* Table B-1.

TABLE 38 : CALCULATION OF MONTHLY FIXED METER SERVICE CHARGES

Proposed Fixed Meter Charges for FY 2021/22										
Number of Meters by Class and Size[1]	**5/8 inch**	**3/4 inch**	**1 inch**	**1 1/2 inch**	**2 inch**	**3 inch**	**4 inch**	**6 inch**	**8 inch**	**Total**
Single-Family	1	2	12,369	34	229	12	16	-	-	12,663
Multi-Family	-	1	416	11	91	2	1	4	2	528
Commercial	1	4	597	29	146	14	17	4	1	813
Industrial	-	-	13	3	4	2	1	-	-	23
Irrigation	-	-	46	3	14	3	2	-	-	68
Total Meters/Accounts	**2**	**7**	**13,441**	**80**	**484**	**33**	**37**	**8**	**3**	**14,095**
Hydraulic Capacity Factor[2]	*0.40*	*0.60*	*1.00*	*2.00*	*3.20*	*6.40*	*10.00*	*20.00*	*32.00*	
Total Equivalent Meters	**0.8**	**4.2**	**13,441**	**160**	**1,548.8**	**211.2**	**370**	**160**	**96**	**15,992**
Monthly Fixed Service Charges										
Customer Costs ($/Acct/month)[3]	$8.63	$8.63	$8.63	$8.63	$8.63	$8.63	$8.63	$8.63	$8.63	
Capacity Costs ($/Acct/month)[4]	$5.75	$8.63	$14.38	$28.75	$46.00	$92.01	$143.76	$287.52	$460.03	
Total Monthly Meter Charge	**$14.38**	**$17.26**	**$23.01**	**$37.38**	**$54.63**	**$100.64**	**$152.39**	**$296.15**	**$468.66**	

1. Number of meters by size and customer class for December 2020.
   Source file: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx
2. Source file: *AWWA Manual M1, "Principles of Water Rates, Fees, and Charges",* Table B-1.
3. Customer costs are allocated to each customer by dividing the total customer costs by the total number of customers.
4. Capacity costs are allocated by meter size and the hydraulic capacity of the meter.

TABLE 39: UNIFORM VARIABLE WATER RATES

Proposed Volumetric Charges for FY 2021/22							
Customer Classes	**Water Consumption (hcf/yr.)[1]**	**Commodity - Related Costs**	**Conservation-Related Costs**	**Target Rev. Req't from Vol. Charges**	**Cost Per Unit of Water ($/hcf)**	**Base Volumetric Rates ($/hcf)**	**Estimated Revenue**
	a	b	c	d = b+c	d / a		
Single-Family	2,253,906	$ 4,441,349	$ 401,327	$ 4,842,676	$2.15	**$2.15**	$5,850,156
Multi-Family	467,097	920,421	83,171	1,003,592	$2.15		
Commercial	679,591	1,339,142	121,007	1,460,150	$2.15	**$2.15**	$1,788,922
Industrial	37,010	72,929	6,590	79,519	$2.15		
Irrigation	115,456	227,507	20,558	248,065	$2.15		
Total	**3,553,060**	**$ 7,001,348**	**$ 632,653**	**$ 7,634,002**			

1. Consumption by customer class from January-December 2020.
Source files: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx
September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx

TABLE 40 : EXPENSES DIRECTLY IMPACTED BY FUTURE MANDATED WATER USE REDUCTION, IF DIRECTED BY COUNCIL

Expense Description	Commodity Costs[1] FY 2021/22
Total Commodity Costs Allocated in Function & Classification	$ 6,904,274
Adjusted Commodity Assigned Costs	**$ 6,904,274**

1. Costs change due to expected inflation.

TABLE 41 : YEAR 1 POTABLE NET REVENUE REQUIREMENTS BY FUTURE MANDATED WATER USE REDUCTION, IF DIRECTED BY COUNCIL

Percentage of Conservation	Total Consumption (hcf)	Base Commodity Cost	Impacted Commodity Cost	Savings	Adjusted Commodity Cost
a		*b*	*c*	*d = (-a) * c*	*e = b + d*
0%	3,553,060	$ 7,634,002	$ 6,904,274	$ -	$ 7,634,002
10%	3,197,754	$ 7,634,002	$ 6,904,274	$ (690,427)	$ 6,943,574
20%	2,842,448	$ 7,634,002	$ 6,904,274	$ (1,380,855)	$ 6,253,147
30%	2,487,142	$ 7,634,002	$ 6,904,274	$ (2,071,282)	$ 5,562,719
40%	2,131,836	$ 7,634,002	$ 6,904,274	$ (2,761,710)	$ 4,872,292
50%	1,776,530	$ 7,634,002	$ 6,904,274	$ (3,452,137)	$ 4,181,864
60%	1,421,224	$ 7,634,002	$ 6,904,274	$ (4,142,565)	$ 3,491,437

TABLE 42 : YEAR 1 POTABLE NET REVENUE REQUIREMENTS BY FUTURE MANDATED WATER USE REDUCTION, IF DIRECTED BY COUNCIL

Drought Level	Level of Conservation	Uniform	Tier 1 Rate	Tier 2 Rate
No Level	Baseline[1]	$2.15	$1.97	$2.37
Level 1	10%	$2.37	$2.17	$2.62
Level 2	20%	$2.42	$2.20	$2.70
Level 3	30%	$2.49	$2.24	$2.81
Level 4	40%	$2.58	$2.29	$2.96
Level 5	50%	$2.71	$2.35	$3.16
Level 6	60%	$2.90	$2.46	$3.47

1. Baseline level of consumption assumes 2020 consumption.

TABLE 43 : LEVEL 1 - 10% CONSERVATION

Rate Structure Type	Water Consumption (hcf/yr.)[1]	Percentage of Water Consumption	Adjusted Commodity Cost	Commodity Cost at 10% Conservation	Conservation Related Costs	Drought Rates
	a	b	c	d = b x c	e	(d+e)/a
Residential Uniform						
Single-Family	2,028,515	63.5%	$ 6,943,574	$ 4,409,170	$ 401,327	$2.37
Multi-Family	420,388	13.1%	$ 6,943,574	$ 909,608	$ 83,171	$2.37
All Other Customers - Uniform	748,851	23.4%	$ 6,943,574	$ 1,624,796	$ 148,155	$2.37
TOTAL	**3,197,754**	**100%**		**$ 6,943,574**	**$ 632,653**	

1. Consumption by customer class from January-December 2020.
Source files: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx
September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx

TABLE 44 : LEVEL 2 - 20% CONSERVATION

Rate Structure Type	Water Consumption (hcf/yr.)[1]	Percentage of Water Consumption	Adjusted Commodity Cost	Commodity Cost at 20% Conservation	Conservation Related Costs	Drought Rates
	a	b	c	d = b x c	e	(d+e)/a
Residential Uniform						
Single-Family	1,803,124	63.5%	$ 6,253,147	$ 3,972,976	$ 401,327	$2.42
Multi-Family	373,678	13.1%	$ 6,253,147	$ 822,060	$ 83,171	$2.42
All Other Customers - Uniform	665,645	23.4%	$ 6,253,147	$ 1,464,364	$ 148,155	$2.42
TOTAL	**2,842,448**	**100%**		**$ 6,259,400**	**$ 632,653**	

1. Consumption by customer class from January-December 2020.
Source files: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx
September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx

TABLE 45 : LEVEL 3 - 30% CONSERVATION

Rate Structure Type	Water Consumption (hcf/yr.)[1]	Percentage of Water Consumption	Adjusted Commodity Cost	Commodity Cost at 30% Conservation	Conservation Related Costs	Drought Rates
	a	b	c	d = b x c	e	(d+e)/a
Residential Uniform						
Single-Family	1,577,734	63.5%	$ 5,562,719	$ 3,534,308	$ 401,327	$2.49
Multi-Family	326,968	13.1%	$ 5,562,719	$ 731,294	$ 83,171	$2.49
All Other Customers - Uniform	582,440	23.4%	$ 5,562,719	$ 1,302,680	$ 148,155	$2.50
	2,487,142	**100%**		**$ 5,568,282**	**$ 632,653**	

1. Consumption by customer class from January-December 2020.
Source files: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx
September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx

TABLE 46 : LEVEL 4 - 40% CONSERVATION

Rate Structure Type	Water Consumption (hcf/yr.)[1]	Percentage of Water Consumption	Adjusted Commodity Cost	Commodity Cost at 40% Conservation	Conservation Related Costs	Drought Rates
	a	b	c	d = b x c	e	(d+e)/a
Residential Uniform						
Single-Family	1,352,343	63.5%	$ 4,872,292	$ 3,095,641	$ 401,327	$2.59
Multi-Family	280,258	13.1%	$ 4,872,292	$ 640,528	$ 83,171	$2.59
All Other Customers - Uniform	499,234	23.4%	$ 4,872,292	$ 1,140,995	$ 148,155	$2.58
	2,131,836	**100%**		**$ 4,877,164**	**$ 632,653**	

1. Consumption by customer class from January-December 2020.
Source files: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx
September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx

TABLE 47 : LEVEL 5 - 50% CONSERVATION

Rate Structure Type	Water Consumption (hcf/yr.)[1]	Percentage of Water Consumption	Adjusted Commodity Cost	Commodity Cost at 50% Conservation	Conservation Related Costs	Drought Rates
	a	b	c	d = b x c	e	(d+e)/a
Residential Uniform						
Single-Family	1,126,953	63.5%	$ 4,181,864	$ 2,656,974	$ 401,327	$2.71
Multi-Family	233,549	13.1%	$ 4,181,864	$ 549,762	$ 83,171	$2.71
All Other Customers - Uniform	416,028	23.4%	$ 4,181,864	$ 979,310	$ 148,155	$2.71
	1,776,530	**100%**		**$ 4,186,046**	**$ 632,653**	

1. Consumption by customer class from January-December 2020.
Source files: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx
September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx

TABLE 48 : LEVEL 6 - 60% CONSERVATION

Rate Structure Type	Water Consumption (hcf/yr.)[1]	Percentage of Water Consumption	Adjusted Commodity Cost	Commodity Cost at 60% Conservation	Conservation Related Costs	Drought Rates
	a	b	c	d = b x c	e	(d+e)/a
Residential Uniform						
Single-Family	901,562	63.5%	$ 3,491,437	$ 2,218,306	$ 401,327	$2.90
Multi-Family	186,839	13.1%	$ 3,491,437	$ 458,996	$ 83,171	$2.90
All Other Customers - Uniform	332,823	23.4%	$ 3,491,437	$ 817,626	$ 148,155	$2.90
	1,421,224	**100%**		**$ 3,494,928**	**$ 632,653**	

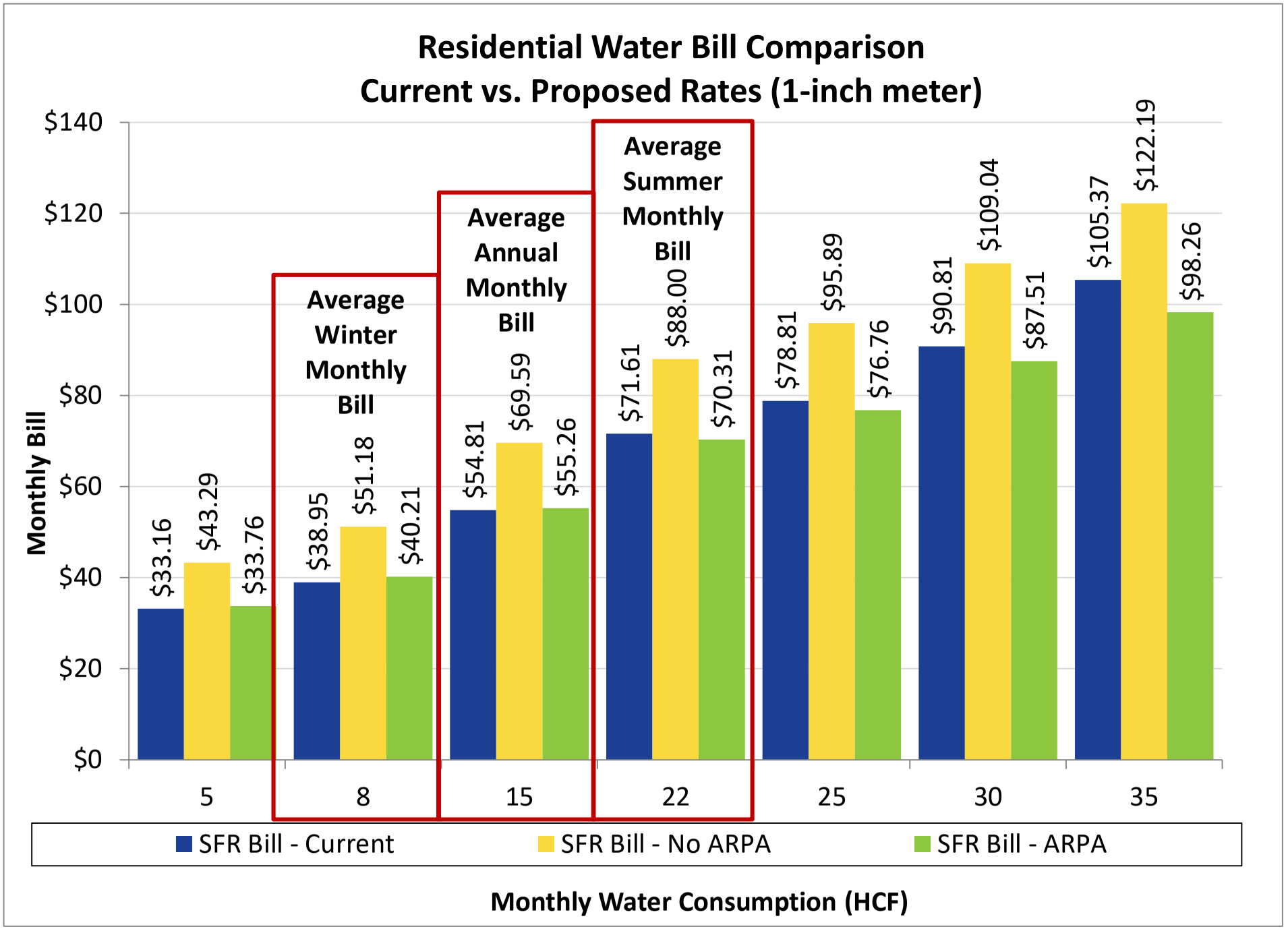
1. Consumption by customer class from January-December 2020.
Source files: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx
September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx

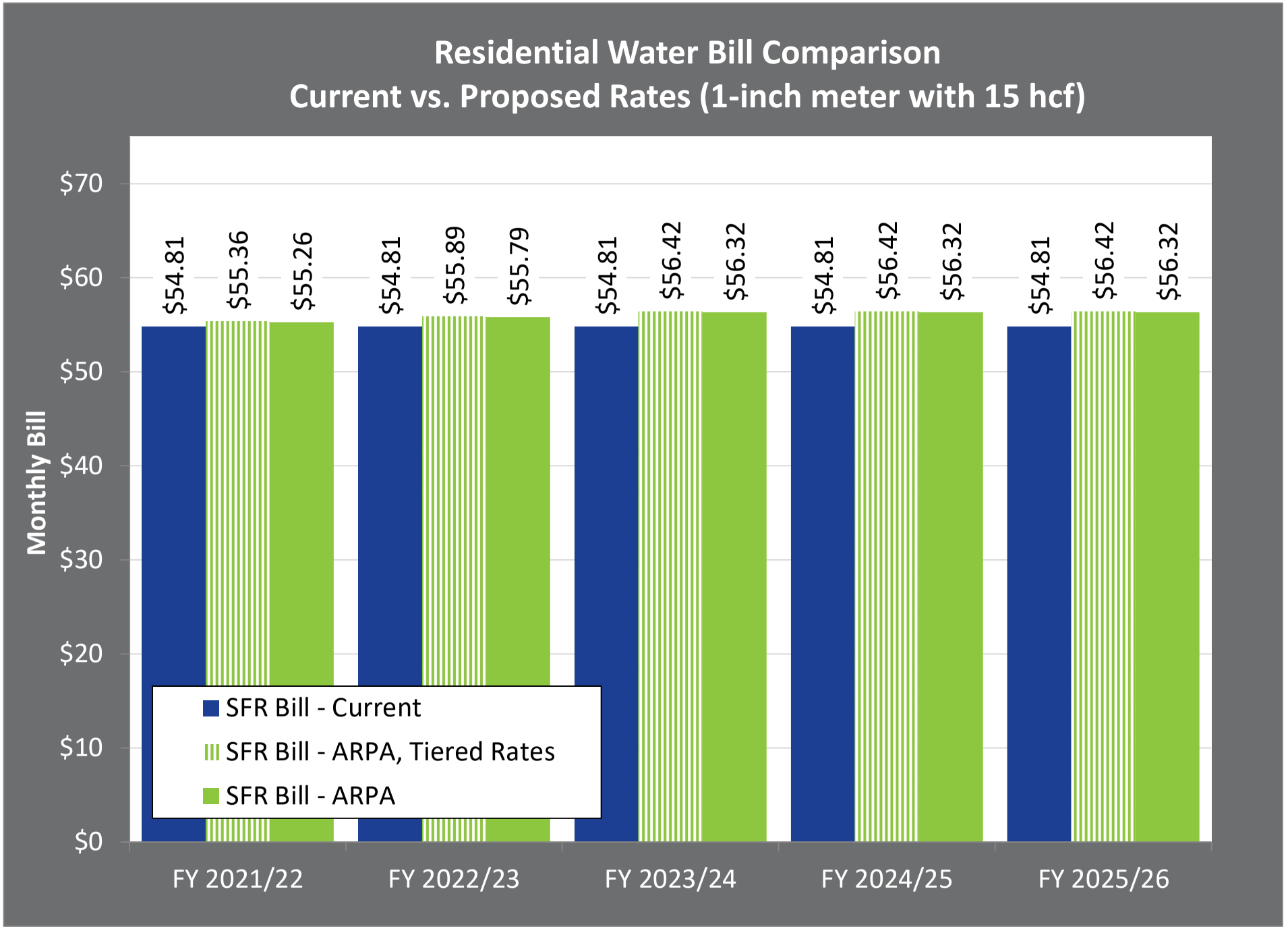
TABLE 49 : PROPOSED WATER RATES

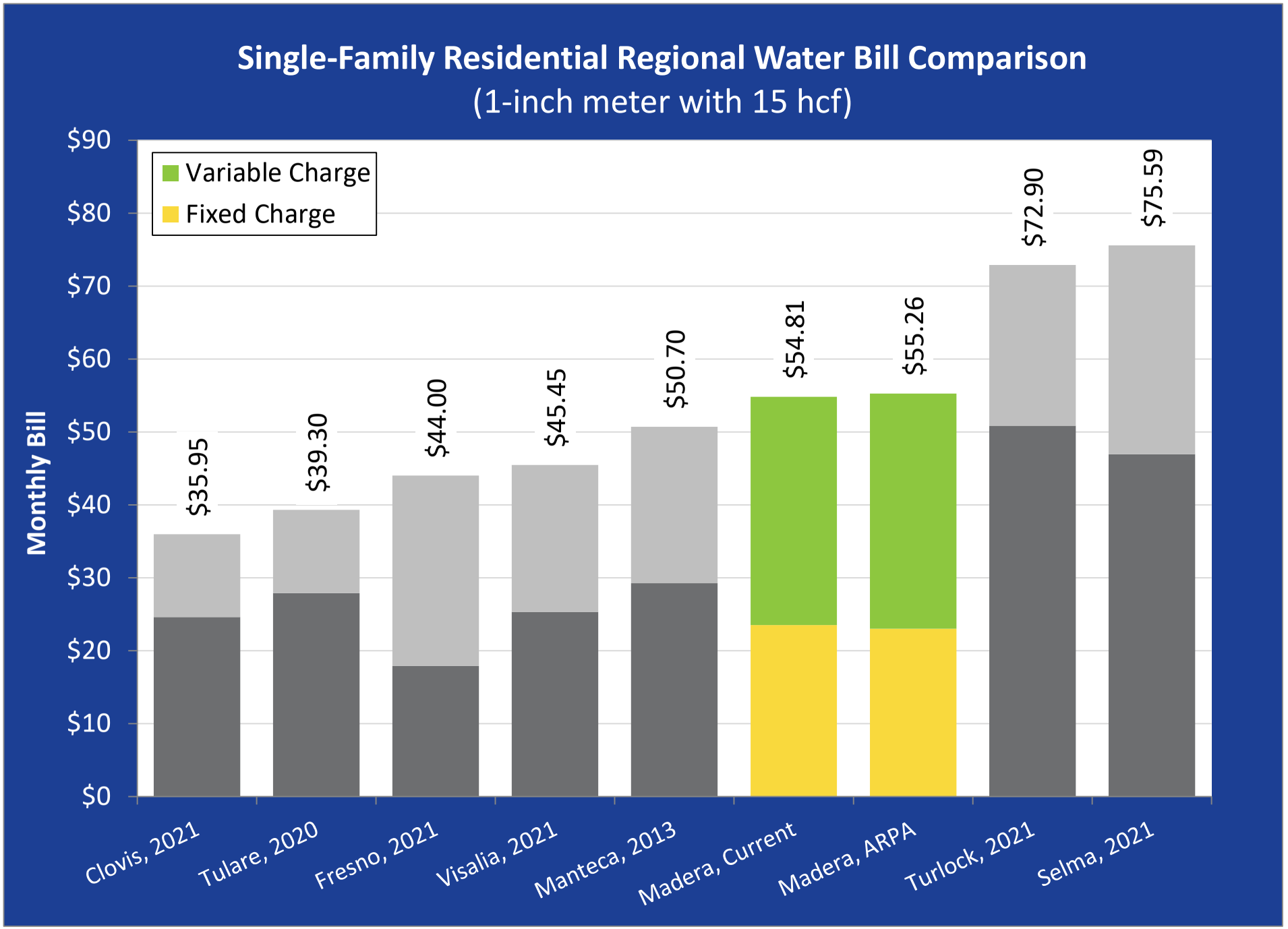
Water Rate Schedule	Current Rates	Proposed Rates				
		FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Fixed Meter Charges						
Monthly Fixed Service Charges:						
5/8 inch	$16.88	$14.38	$14.52	$14.67	$14.67	$14.67
3/4 inch	$19.09	$17.26	$17.43	$17.60	$17.60	$17.60
1 inch	$23.51	$23.01	$23.24	$23.47	$23.47	$23.47
1.5 inch	$34.56	$37.38	$37.75	$38.13	$38.13	$38.13
2 inch	$47.82	$54.63	$55.18	$55.73	$55.73	$55.73
3 inch	$89.81	$100.64	$101.65	$102.67	$102.67	$102.67
4 inch	$151.69	$152.39	$153.91	$155.45	$155.45	$155.45
6 inch	$299.76	$296.15	$299.11	$302.10	$302.10	$302.10
8 inch	$542.86	$468.66	$473.35	$478.08	$478.08	$478.08
Commodity Charges						
Rate per hcf of Water Consumed:						
Non-Residential	$2.41	$2.15	$2.17	$2.19	$2.19	$2.19
Residential Uniform Rates	N/A	$2.15	$2.17	$2.19	$2.19	$2.19

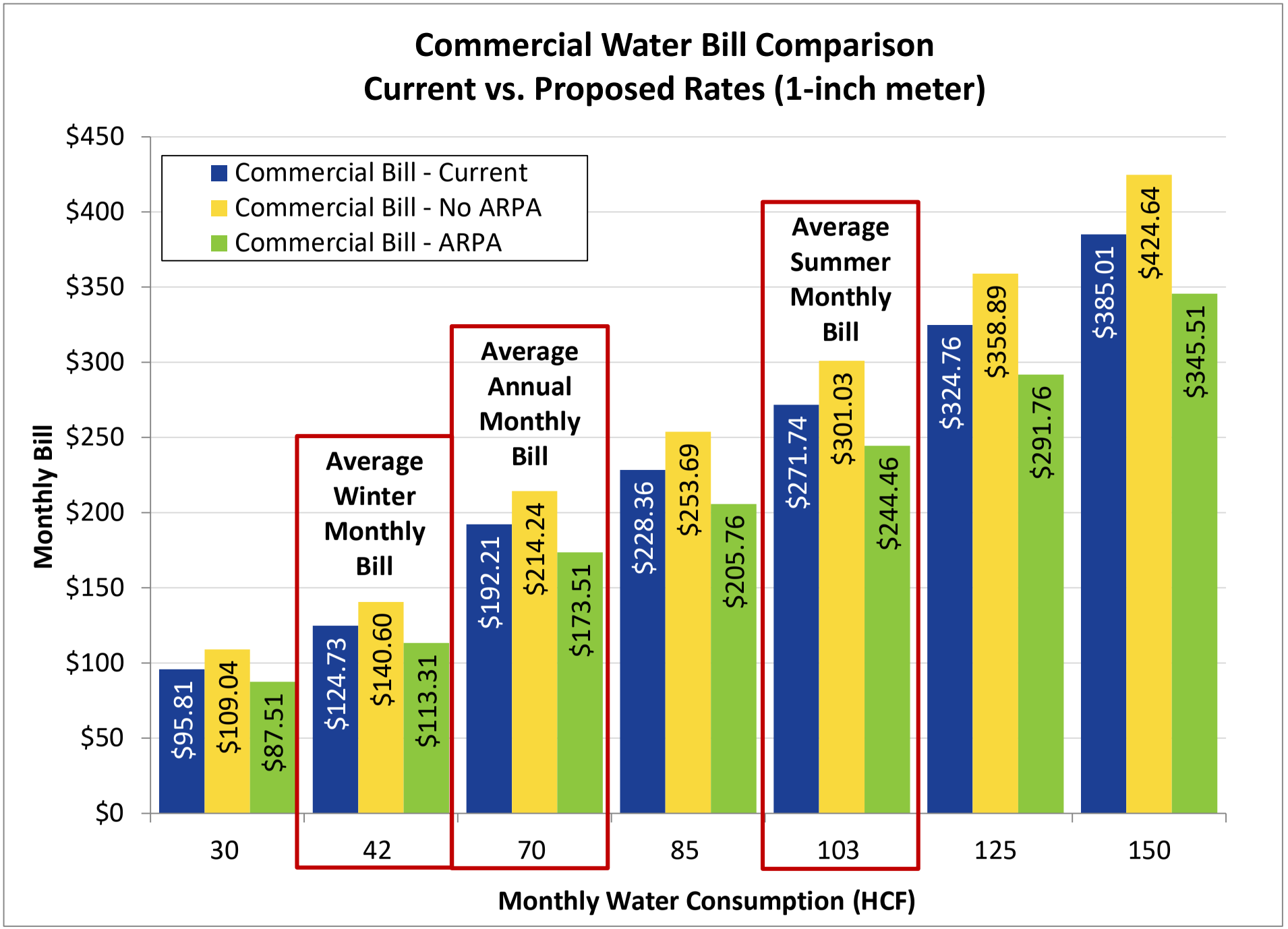
TABLE 50 : PROPOSED WATER DROUGHT RATES

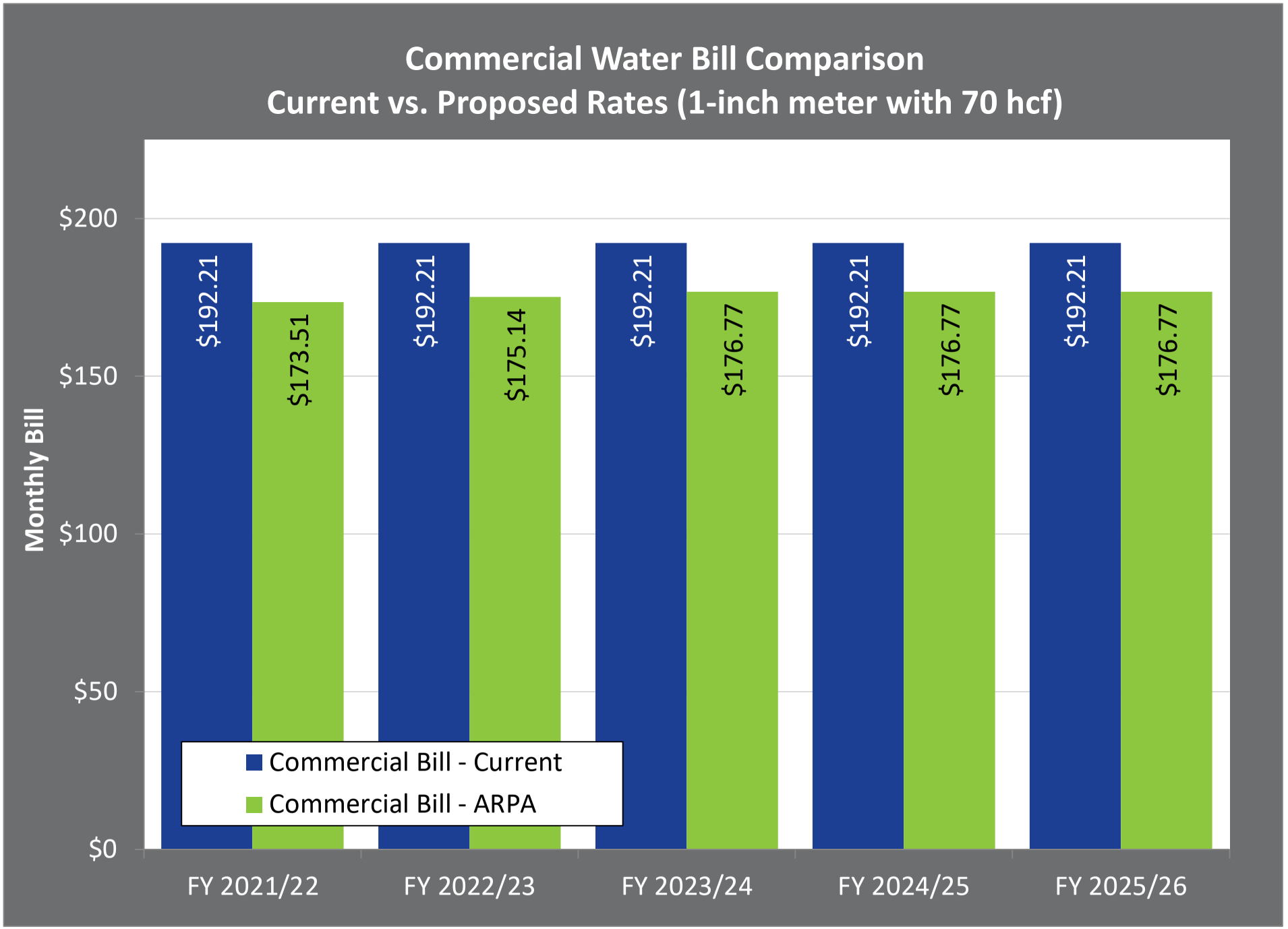
Water Rate Schedule	Current Rates	Proposed Rates				
		FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Drought Rate Charges						
Rate per hcf of Water Consumed:						
Non-Residential						
10% Conservation	N/A	$2.37	$2.39	$2.41	$2.41	$2.41
20% Conservation	N/A	$2.42	$2.44	$2.46	$2.46	$2.46
30% Conservation	N/A	$2.49	$2.51	$2.54	$2.54	$2.54
40% Conservation	N/A	$2.58	$2.61	$2.64	$2.64	$2.64
50% Conservation	N/A	$2.71	$2.74	$2.77	$2.77	$2.77
60% Conservation	N/A	$2.90	$2.93	$2.96	$2.96	$2.96
Residential Uniform Rates						
10% Conservation	N/A	$2.37	$2.39	$2.41	$2.41	$2.41
20% Conservation	N/A	$2.42	$2.44	$2.46	$2.46	$2.46
30% Conservation	N/A	$2.49	$2.51	$2.54	$2.54	$2.54
40% Conservation	N/A	$2.58	$2.61	$2.64	$2.64	$2.64
50% Conservation	N/A	$2.71	$2.74	$2.77	$2.77	$2.77
60% Conservation	N/A	$2.90	$2.93	$2.96	$2.96	$2.96

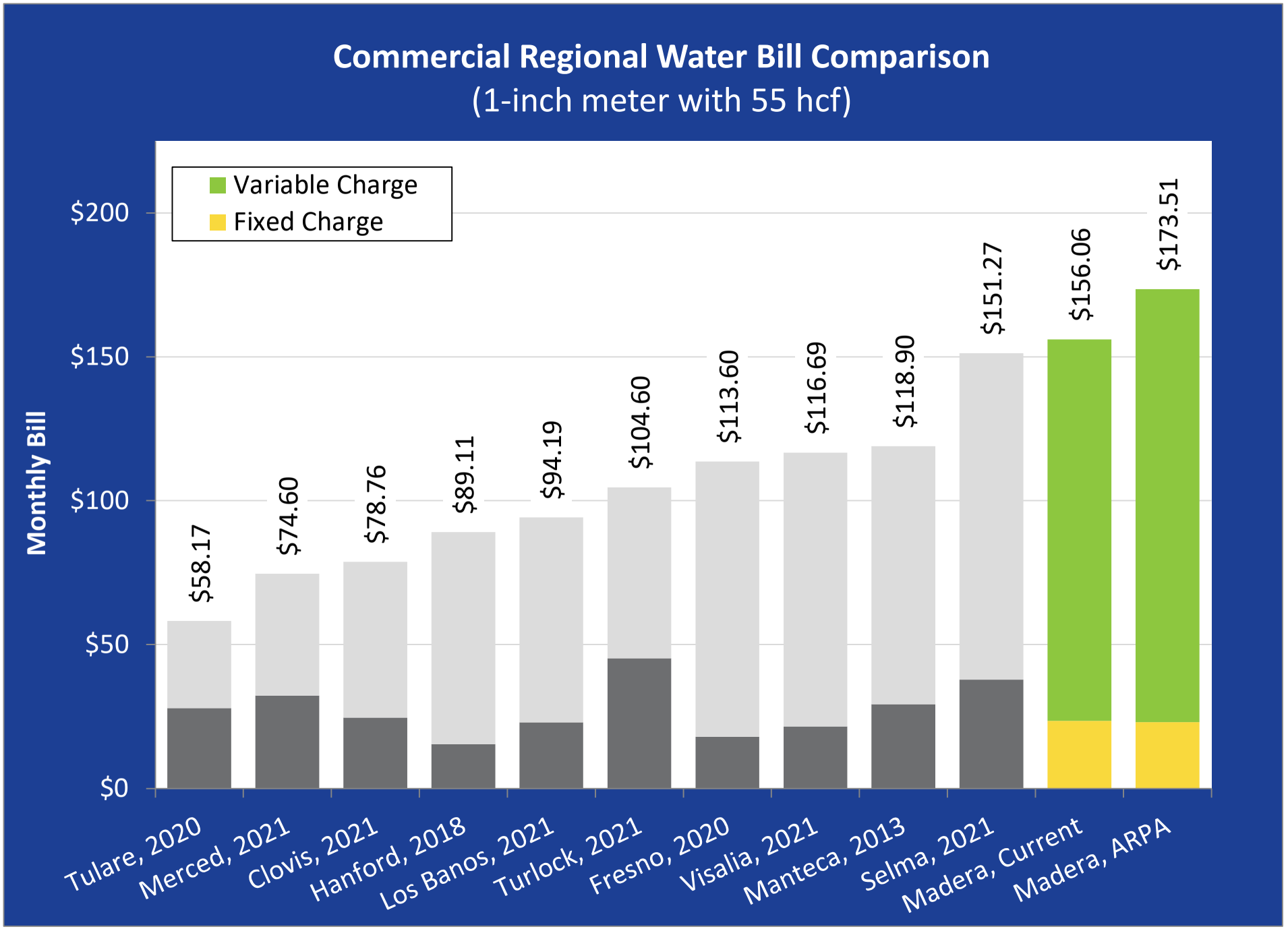

Residential Water Bill Comparison
Current vs. Proposed Rates (1-inch meter)
Monthly Bill
$140
$120
$100
$80
$60
$40
$20
$0
Average Winter Monthly Bill
Average Annual Monthly Bill
Average Summer Monthly Bill
$33.16
$43.29
$33.76
$38.95
$51.18
$40.21
$54.81
$69.59
$55.26
$71.61
$88.00
$70.31
$78.81
$95.89
$76.76
$90.81
$109.04
$87.51
$105.37
$122.19
$98.26
5
8
15
22
25
30
35
SFR Bill - Current
SFR Bill - No ARPA
SFR Bill - ARPA
Monthly Water Consumption (HCF)


Residential Water Bill Comparison
Current vs. Proposed Rates (1-inch meter with 15 hcf)
Monthly Bill
$70
$60
$50
$40
$30
$20
$10
$0
$54.81
$55.36
$55.26
$54.81
$55.89
$55.79
$54.81
$56.42
$56.32
$54.81
$56.42
$56.32
$54.81
$56.42
$56.32
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
SFR Bill - Current
SFR Bill - ARPA, Tiered Rates
SFR Bill - ARPA

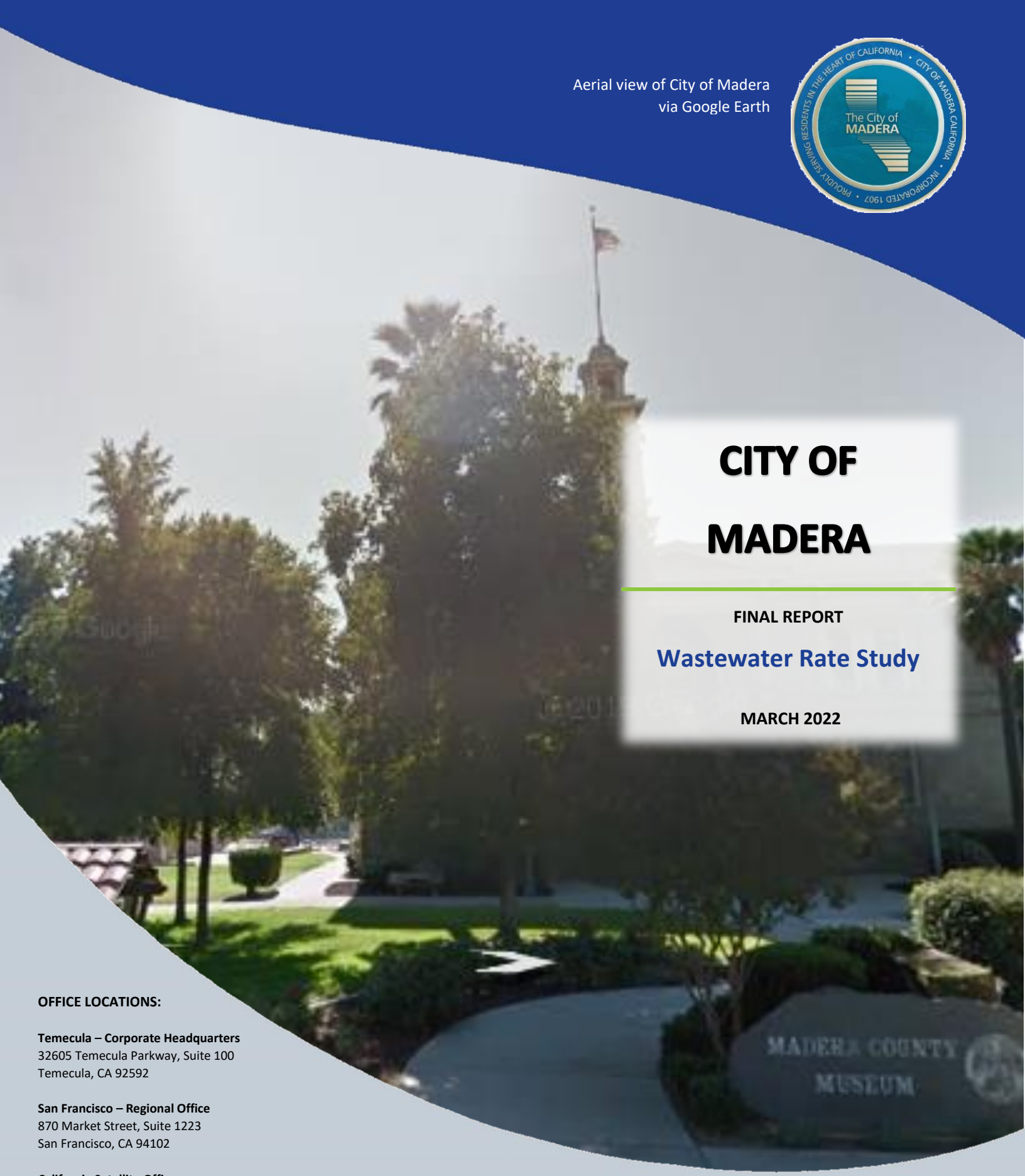

Single-Family Residential Regional Water Bill Comparison
(1-inch meter with 15 hcf)
Monthly Bill
$90
$80
$70
$60
$50
$40
$30
$20
$10
$0
Variable Charge
Fixed Charge
$35.95
$39.30
$44.00
$45.45
$50.70
$54.81
$55.26
$72.90
$75.59
Clovis, 2021
Tulare, 2020
Fresno, 2021
Visalia, 2021
Manteca, 2013
Madera, Current
Madera, ARPA
Turlock, 2021
Selma, 2021


Commercial Water Bill Comparison
Current vs. Proposed Rates (1-inch meter)
Commercial Bill - Current
Commercial Bill - No ARPA
Commercial Bill - ARPA
Monthly Bill
$450
$400
$350
$300
$250
$200
$150
$100
$50
$0
$95.81
$109.04
$87.51
$124.73
$140.60
$113.31
$192.21
$214.24
$173.51
$228.36
$253.69
$205.76
$271.74
$301.03
$244.46
$324.76
$358.89
$291.76
$385.01
$424.64
$345.51
Average Winter Monthly Bill
Average Annual Monthly Bill
Average Summer Monthly Bill
30
42
70
85
103
125
150
Monthly Water Consumption (HCF)


Commercial Water Bill Comparison
Current vs. Proposed Rates (1-inch meter with 70 hcf)
Monthly Bill
$200
$150
$100
$50
$0
$192.21
$173.51
$192.21
$175.14
$192.21
$176.77
$192.21
$176.77
$192.21
$176.77
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Commercial Bill - Current
Commercial Bill - ARPA


Commercial Regional Water Bill Comparison
(1-inch meter with 55 hcf)
Variable Charge
Fixed Charge
Monthly Bill
$200
$150
$100
$50
$0
$58.17
$74.60
$78.76
$89.11
$94.19
$104.60
$113.60
$116.69
$118.90
$151.27
$156.06
$173.51
Tulare, 2020
Merced, 2021
Clovis, 2021
Hanford, 2018
Los Banos, 2021
Turlock, 2021
Fresno, 2020
Visalia, 2021
Manteca, 2013
Selma, 2021
Madera, Current
Madera, ARPA

Aerial view of City of Madera
via Google Earth



CITY OF MADERA

FINAL REPORT

Wastewater Rate Study

MARCH 2022

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Temecula, CA 92592

San Francisco – Regional Office
870 Market Street, Suite 1223
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California Satellite Offices
Atascadero, Davis
Huntington Beach,
Joshua Tree, Riverside
Sacramento, San Jose

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TABLE OF CONTENTS

Section 1. Purpose and Overview of the Study 1

A. Purpose 1

B. Overview of the Study 1

Section 2. Wastewater Rates 4

A. Key Wastewater Rate Study Priorities 4

B. Financial Plan 4

C. Cost of Service Analysis 6

D. Rate Design Analysis 10

E. Current and Proposed Wastewater Rates 11

F. Comparison of Current and Proposed Wastewater Bills 12

Section 3. Recommendations and Next Steps 20

A. Consultant Recommendations 20

B. Next Steps 20

C. NBS' Principal Assumptions and Considerations 20

Appendix: Detailed Wastewater Rate Study Tables and Figures

TABLE OF FIGURES

Figure 1. Primary Components of a Rate Study 1
Figure 2. Summary of Wastewater Revenue Requirements 5
Figure 3. Summary of Reserve Funds 6
Figure 4. Allocation of Revenue Requirements by Customer Class 7
Figure 5. Development of the Volume Allocation Factor 8
Figure 6. Development of the Strength Allocation Factor 9
Figure 7. Development of the Customer Allocation Factor 10
Figure 8. Development of Fixed and Variable Charges 11
Figure 9. Proposed Wastewater Rates 12
Figure 10. Monthly Wastewater Bill Comparison for Single Family Customers 13
Figure 11. Monthly Wastewater Bill Comparison for Multi-Family Customers 14
Figure 12. Monthly Wastewater Bill Comparison for Commercial Professional Building Customers 15
Figure 13. Monthly Wastewater Bill Comparison for Commercial Restaurant Customers 16
Figure 14. Single-Family Residential Regional Bill Comparison 17
Figure 15. Professional Office Regional Bill Comparison 18
Figure 16. Restaurant Regional Bill Comparison 19

ABBREVIATIONS & ACRONYMS

AAF	Average Annual Flow
AF	Acre Foot, equal to 435.6 HCF/CCF or 325,851 gallons
Alt.	Alternative
Avg.	Average
AWWA	American Water Works Association
BMP	Best Management Practice
BOD	Biochemical Oxygen Demand
CA	Customer
CAP	Capacity
CCF	Hundred Cubic Feet (same as HCF); equal to 748 gallons
CCI	Construction Cost Index
COD	Chemical Oxygen Demand
COM	Commodity
Comm.	Commercial
COS	Cost of Service
COSA	Cost of Service Analysis
CPI	Consumer Price Index
CIP	Capital Improvement Program
DU	Dwelling Unit
Excl.	Exclude
ENR	Engineering News Record
EDU	Equivalent Dwelling Unit
Exp.	Expense
FP	Fire Protection
FY	Fiscal Year (e.g., July 1st to June 30th)
GPD	Gallons per Day
GPM	Gallons per Minute
HCF	Hundred Cubic Feet; equal to 748 gallons or 1 CCF
Ind.	Industrial
Irr.	Irrigation
LAIF	Local Agency Investment Fund
Lbs.	Pounds
MFR	Multi-Family Residential
MGD	Million Gallons per Day
MG/L	Milligrams per Liter
Mo.	Month

This appendix identifies abbreviations and acronyms that may be used in this report. This appendix has not been viewed, arranged, or edited by an attorney, nor should it be relied on as legal advice. The intent of this appendix is to support the recognition and analysis of this report. Any questions regarding clarification of this document should be directed to staff or an attorney specializing in this particular subject matter.

NH3	Ammonia
NPV	Net Present Value
N/A	Not Available or Not Applicable
O&M	Operational & Maintenance Expenses
Prop 13	Proposition 13 (1978) – Article XIIIA of the California Constitution which limits taxes on real property to 1% of the full cash value of such property.
Prop 218	Proposition 218 (1996) – State Constitutional amendment expanded restrictions of local government revenue collections.
Req't	Requirement
Res.	Residential
Rev.	Revenue
RTS	Readiness-to-Serve
R&R	Rehabilitation & Replacement
SFR	Single Family Residential
SRF Loan	State Revolving Fund Loan
SWRCB	State Water Resources Control Council
TSS / SS	Total Suspended Solids
V. / Vs. /vs.	Versus
WWTP	Wastewater Treatment Plant

This appendix identifies abbreviations and acronyms that may be used in this report. This appendix has not been viewed, arranged, or edited by an attorney, nor should it be relied on as legal advice. The intent of this appendix is to support the recognition and analysis of this report. Any questions regarding clarification of this document should be directed to staff or an attorney specializing in this particular subject matter.

SECTION 1. PURPOSE AND OVERVIEW OF THE STUDY

A. Purpose

The City of Madera (City) retained NBS to conduct a comprehensive wastewater rate study for several reasons, including meeting revenue requirements, providing greater financial stability for the wastewater enterprise, and complying with certain legal requirements (such as California Constitution article XIII D, Section 6, which is commonly referred to as Proposition 218 [Prop 218]). The rates resulting from this study were developed in a manner that is consistent with industry standard cost of service principles. In addition to documenting the rate study methodology, this report is provided with the intent of assisting the City to maintain transparent communications with its residents and businesses.

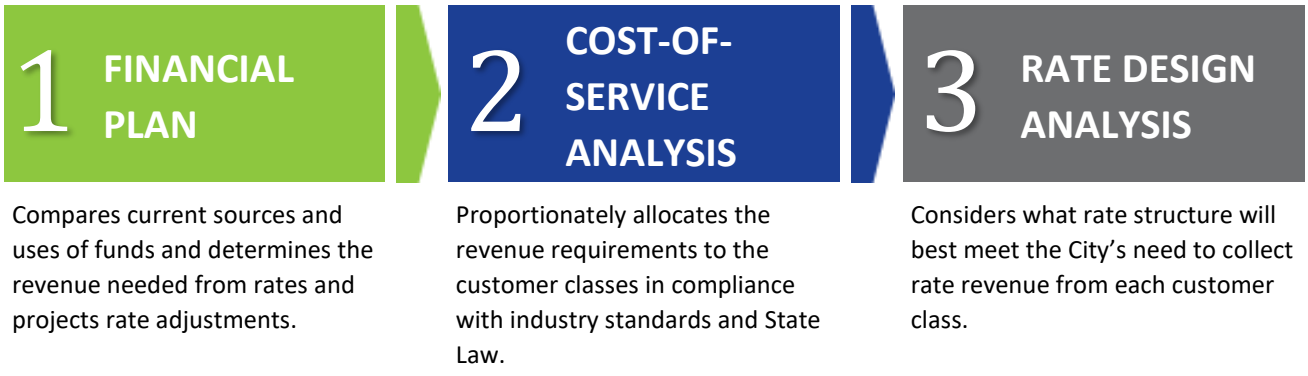
In developing new wastewater rates, NBS worked cooperatively with City staff and the City Council (Council) in selecting appropriate rate alternatives. Based on input from all stakeholders, the proposed rates are summarized in this report.

B. Overview of the Study

Comprehensive rate studies such as this one typically includes the following three components, as outlined in **Figure 1**:

1. Preparation of a **Financial Plan**, which identifies the net revenue requirements for the utility.
2. **Cost of Service Analysis,** which determines the cost of providing service to each customer class.
3. **Rate Design Analysis,** which evaluates different rate design alternatives.

Figure 1. Primary Components of a Rate Study



These steps are intended to follow industry standards and reflect the fundamental principles of cost-of-service rate making embodied in the Water Environment Federation (WEF) Financing and Charges for Wastewater Systems[1]. The rate study also addresses requirements under Proposition 218 that rates do not exceed the cost of providing the service, and that the rates be proportionate to the cost of providing service for all customers. In terms of the chronology of the study, these three steps represent the order they were

1 Financing and Charges for Wastewater Systems, WEF, Manual of Practice No. 27, Fourth Edition, 2018.

performed. Detailed tables and figures documenting the development of the proposed rates are provided in the Appendix.

FINANCIAL PLAN

As a part of this rate study, NBS projected revenues and expenditures on a cash flow basis for the next five years. The amount of rate revenue required that will allow reserves to be maintained at the recommended levels is known as the *net revenue requirement*. Recommended reserve levels are based on a combination of industry standards and each utility's unique financial needs. More detail on recommended reserve levels is included in the Section 2. Rate adjustments -- or more accurately, adjustments in the total revenue collected from rates -- are recommended because of the capital improvements the City is needing to complete. This report presents an overview of the methodologies, assumptions, and data used, along with the financial plans and proposed rates developed in this study[2].

WASTEWATER RATE DESIGN ANALYSIS

Rate Design is typically the stage in the study where NBS, Staff, Committees and the Council must work closely together, to develop rate alternatives that will meet the City's objectives. It is important for the wastewater utility to send proper price signals to its customers about the actual cost of providing service. This objective is typically addressed through both the magnitude of the rate adjustments, and the rate structure design. In other words, both the amount of revenue collected, and the way in which the revenue is collected from customers are important.

Several criteria are typically considered in setting rates and developing sound rate structures. The fundamentals of this process have been documented in several rate-setting manuals, such as the WEF Manual. The foundation for evaluating rate structures is generally credited to James C. Bonbright in the *Principles of Public Utility Rates*[3], which outlines pricing policies, theories, and economic concepts along with various rate designs. The following is a simplified list of the attributes of a sound rate structure:

- Rates should be easy to understand from the customer's perspective.
- Rates should be easy to administer from the utility's perspective.
- Rates should promote the efficient allocation of the resource.
- Rates should be equitable and non-discriminating (that is, cost based).
- There should be continuity in the ratemaking philosophy over time.
- Rates should address other utility policies (for example, encouraging conservation & economic development).
- Rates should provide month-to-month and year-to-year revenue stability.

The following are the basic rate design criteria that were considered in this study:

Rate Structure Basics – From a financial stability perspective, it is ideal when utilities recover their fixed costs from fixed charges and their variable costs from volumetric charges. When this is the case, fluctuations in variable revenues are directly offset by reductions or increases in variable expenses. However, other factors

2 The complete financial plan is set forth in the Appendix.

3 James C. Bonbright; Albert L. Danielsen and David R. Kamerschen, Principles of Public Utility Rates, (Arlington, VA: Public Utilities Report, Inc., Second Edition, 1988), p. 383-384.

are often considered when designing rates such as community values, water conservation goals, ease of understanding, and ease of administration.

The vast majority of rate structures contain a fixed or minimum charge in combination with a volumetric charge. However, many wastewater utilities choose to keep residential customers at a uniform fixed rate per equivalent dwelling unit (EDU). The rates proposed in this report are 100% fixed for residential customers and commercial customers are designed to collect 12 percent of rate revenue from the fixed meter charge and 88 percent from the variable commodity charge[4].

Fixed Charges – Fixed charges can be called base charges, minimum monthly charges, customer charges, fixed meter charges, etc.

Volumetric (Consumption-Based) Charges – In contrast to fixed charges, variable costs such as the cost of electricity used in pumping, and the cost of chemicals for treatment tend to change with the quantity of wastewater produced. For a wastewater utility, variable charges are typically based on winter water usage (or estimated wastewater discharge) and charged on a dollar-per-unit cost (for example, per 100 cubic feet, or hcf).

4 The California Urban Water Conservation Council recommends recovering at least 70 percent of rate revenue through volume-based rates. However, water utilities are allowed to develop their own allocations that accurately reflect their actual cost allocations.

SECTION 2. WASTEWATER RATES

A. Key Wastewater Rate Study Priorities

The City's wastewater rate analysis was undertaken with a few specific objectives, including:

- Maintain wastewater service through operation and maintenance for the wastewater collection system.
- Maintain adequate reserve levels to ensure continuity in operations.
- Provide greater revenue stability for the Utility, due to the level of capital investment planned over the next five years.
- Comply with Prop 218 requirements to ensure cost of service are properly allocated amongst user classifications.

The proposed fixed and volume-based rates were calculated based on the net revenue requirements, number of customer accounts, winter water consumption, and other City-provided information.

B. Financial Plan

It is important for municipal utilities to maintain reasonable reserves in order to handle emergencies, fund working capital, maintain a good credit rating, and generally follow sound financial management practices. Rate increases are governed by the need to meet operating and capital costs, address new regulations and requirements, maintain adequate debt coverage, and build reasonable reserve funds. The current state of the City's Wastewater Utility, regarding these objectives, is as follows:

- **Meeting Net Revenue Requirements:** For Fiscal Year (FY) 2021/22 through FY 2025/26, the projected net revenue requirement (that is, total annual expenses plus debt service and rate-funded capital costs, less non-rate revenues) for the City averages $8.2 million, annually. If no rate adjustments are implemented, the City is projected to have about a $908,000 deficit by FY 2025/26.
- **Building and Maintaining Reserve Funds:** Reserve funds provide a basis for a utility to cope with fiscal emergencies such as revenue shortfalls, asset failure, and natural disasters, among other events. Reserve policies provide guidelines for sound financial management, with an overall long-range perspective to maintain financial solvency and mitigate financial risks associated with revenue instability, volatile capital costs, and emergencies. The City anticipates having an average of $4.6 million in unrestricted wastewater fund reserves to meet targets, in following industry standard recommendations. The reserve funds for the Utility are considered unrestricted reserves and consist of the following:
    - **The Operating Reserve** should equal approximately 90 days of operating expenses (about 25% of the annual operating budget), and on average, the balance for the operating reserve should be approximately $1.6 million over the next five years. An Operating Reserve is intended to promote financial viability in the event of any short-term fluctuation in revenues and/or expenditures. Fluctuations in revenue can be caused by weather patterns, the natural inflow and outflow of cash during billing cycles, natural variability in demand-based revenue streams (such as volumetric charges), and – particularly in periods of economic distress – changes or trends in age of receivables.

- **The Capital Outlay Reserve** should equal 3 percent of net capital assets, which averages approximately $3 million over the next five years. This reserve is set aside to address long-term and routine capital system replacement and rehabilitation needs.

- **Funding Capital Improvement Projects:** The City must also be able to fund necessary capital improvements to maintain current service levels. City staff has identified roughly $24.5 million (in current year dollars) in expected total capital expenditures for FY 2021/22 through FY 2025/26. With the recommended rate increases, these expenditures can be accomplished while also maintaining reserves at the minimum recommended target. The City was also able to secure grant monies from the American Rescue Plan Act (ARPA), in which $16 million is allocated towards the wastewater enterprises' capital projects. This grant funding significantly helps offset the financial burden on rate payers.
- **Inflation and Growth Projections:** Assumptions regarding cost inflation were made to project future revenues and expenses for the study period.
    - Customer growth is expected to be 0% annually.
    - General inflation is assumed to be 3% annually.
    - Salaries, benefits, fuel, and electricity are all assumed to be 5% annually.
    - Some expenses are assumed to have no escalation annually.
- **Maintaining Adequate Bond Coverage:** The City currently has two outstanding wastewater debt obligations from 2006 and 2015 that require the City to maintain a debt service coverage ratio of at least 1.20. The benefit of exceeding the minimum debt coverage ratio is that it strengthens the City's credit rating, which can help lower the interest rates for debt-funded capital projects in the future, should the City decide to use them.

Rate revenue increases of 5 percent annually years from FY 2021/22 through 2025/26 will be needed to fully fund all operating expenses, debt services, planned capital projects and maintain reserves at the recommended targets. **Figure 2** summarizes the sources and uses of funds, net revenue requirements, and the recommended annual percent increases in total rate revenue recommended for the next 5 years for the City.

Figure 2. Summary of Wastewater Revenue Requirements

Summary of Sources and Uses of Funds and Net Revenue Requirements	Budgeted FY 2020/21	Projected FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Sources of Sewer Funds						
Rate Revenue Under Current Rates - Sewer	$ 8,412,960	$ 8,412,960	$ 8,412,960	$ 8,412,960	$ 8,412,960	$ 8,412,960
Non-Rate Revenues	796,722	796,722	796,722	796,722	796,722	796,722
Interest Earnings	48,640	123,350	116,887	139,973	162,164	137,605
Total Sources of Funds	**$ 9,258,322**	**$ 9,333,032**	**$ 9,326,569**	**$ 9,349,655**	**$ 9,371,846**	**$ 9,347,287**
Uses of Sewer Funds						
Operating Expenses	$ 5,847,944	$ 6,061,934	$ 6,286,151	$ 6,521,094	$ 6,767,283	$ 7,025,266
Existing Debt Service	2,534,738	2,532,336	2,533,048	2,527,048	2,529,375	2,530,647
New Debt Service	-	-	-	-	-	-
Rate Funded Capital Expenses	1,090,000	-	-	-	-	700,015
Total Use of Funds	**$ 9,472,682**	**$ 8,594,270**	**$ 8,819,199**	**$ 9,048,142**	**$ 9,296,658**	**$ 10,255,928**
Surplus (Deficiency) before Rate Increase	**$ (214,360)**	**$ 738,762**	**$ 507,370**	**$ 301,513**	**$ 75,188**	**$ (908,641)**
Additional Revenue from Rate Increases[1]	-	105,162	862,328	1,326,093	1,813,045	2,324,346
Surplus (Deficiency) after Rate Increase	**$ (214,360)**	**$ 843,924**	**$ 1,369,698**	**$ 1,627,606**	**$ 1,888,234**	**$ 1,415,704**
Increase in Rate Revenue Needed to Avoid Deficit	***0.00%***	***5.00%***	***5.00%***	***5.00%***	***5.00%***	***5.00%***
Cumulative Increases	*0.00%*	*5.00%*	*10.25%*	*15.76%*	*21.55%*	*27.63%*
Net Revenue Requirement[2]	**$ 8,627,320**	**$ 7,674,198**	**$ 7,905,590**	**$ 8,111,447**	**$ 8,337,772**	**$ 9,321,601**

1. Assumes new rates are implemented April 1, 2022, followed by July 1 implementations for FY 2022/23-FY 2025/26.
2. Total Use of Funds less non-rate revenues and interest earnings. This is the annual amount needed from rates.

Figure 3 summarizes the Capital Improvement Plan, providing the expected cost and timing of capital projects during the 5-year rate period. The American Rescue Plan Act (ARPA) grant monies, in which $16 million are allocated to capital projects in the water enterprise fund are shown in this figure.

Figure 1. Summary of Capital Improvement Plan

CAPITAL FUNDING FORECAST	Budget	Projected				
Funding Sources:	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
Use of Development Impact Fee Reserve Fund[1]	*$ 160,000*	*$ -*	*$ -*	*$ 200,000*	*$ 1,000,000*	*$ 1,000,000*
Use of American Rescue Plan Proceeds[2]	2,089,500	5,630,000	2,020,000	1,600,000	4,660,500	
Use of Capital Expenditure Reserve Fund	-	1,191,375	128,528	434,548	3,208,637	2,729,448
Rate Revenue	1,090,000	-	-	-	-	700,015
Total Sources of Capital Funds	**$ 3,339,500**	**$ 6,821,375**	**$ 2,148,528**	**$ 2,234,548**	**$ 8,869,137**	**$ 4,429,463**

1. DIF reserve fund contributions from source: Sewer CIP ARPA.xlsx, with ARPA funding taken into account for eligible projects. These amounts keep DIF fund in financial plan from going negative.
2. The City was awarded American Rescue Plan Act funds in which $16 million is allocated to wastewater capital projects.

Figure 4 summarizes the projected reserve fund balances and reserve targets for the sewer utility's unrestricted funds. A more detailed version of the utility's proposed 5-year financial plan is included in the Appendix. As can be seen in Figure 3, given proposed rate increases, reserves will be well over the minimum target each of years in the five-year rate period.

Figure 4. Summary of Reserve Funds

Beginning Reserve Fund Balances and Recommended Reserve Targets	Projected	Projected				
	FY 2020/21	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
Operating Reserve						
Ending Balance	$ 1,441,959	$ 1,494,723	$ 1,550,010	$ 1,607,941	$ 1,668,645	$ 1,732,257
Recommended Minimum Target	*1,441,959*	*1,494,723*	*1,550,010*	*1,607,941*	*1,668,645*	*1,732,257*
Capital Outlay Reserve						
Ending Balance	$ 5,189,760	$ 4,789,544	$ 5,975,428	$ 7,110,555	$ 5,729,448	$ 4,352,092
Recommended Minimum Target	*3,000,000*	*3,000,000*	*3,000,000*	*3,000,000*	*3,000,000*	*3,000,000*
Total Ending Balance (Unrestricted)	**$ 6,631,719**	**$ 6,284,268**	**$ 7,525,438**	**$ 8,718,496**	**$ 7,398,093**	**$ 6,084,349**
Total Recommended Minimum Target (Unrestricted)	***$ 4,441,959***	***$ 4,494,723***	***$ 4,550,010***	***$ 4,607,941***	***$ 4,668,645***	***$ 4,732,257***

C. Cost of Service Analysis

Once the net revenue requirements are determined, the cost-of-service analysis proportionately distributes the revenue requirements to each customer class. The cost-of-service analysis consists of two major components: (1) the classification of expenses, and (2) the allocation of costs to customer classes. Costs were classified corresponding to the function they serve. All costs in the City's budget are allocated to each component of the rate structure in proportion to the level of service required by customers. The levels of service are related to volume and strength of wastewater treated, infrastructure capacity, and customer service. These are based on allocation factors, such as water consumption and number of accounts by customer class. Ultimately, a cost-of-service analysis is intended to result in rates that are proportional to the cost of providing service to each customer class.

CLASSIFICATION OF COSTS

Most costs are not typically allocated 100 percent to fixed or variable categories and, therefore, are allocated to multiple functions of wastewater service. Budgeted costs were classified into three categories: flow (collection) costs, strength costs (for BOD and TSS) and customer costs. The classification process provides the basis for allocating costs to various customer classes based on the cost causation (classification) components described below:

- **Flow (Collection/Volume) related costs** are costs associated with collection and transportation of wastewater to the treatment facility.
- **Strength related costs** are the costs associated with treatment of the wastewater. This specifically allocates costs related to treating both biochemical oxygen demand (BOD) and total suspended solids (TSS).
- **Customer related costs** are associated with having customers connected to the City's wastewater system, such as customer service, postage, billing, customer outreach and other administrative duties.

The City's budgeted costs were reviewed and allocated to these cost causation components which are used as the basis for establishing new wastewater rates and translate to fixed and variable charges. Tables in the Appendix show how the City's expenses were classified and allocated to these cost causation components.

The City's current rate structure collects 100 percent of the revenue from residential customers from fixed monthly charges. The commercial customers collect roughly 12% from fixed charges and 88% from variable charges. Overall, this equates to about 83% of the City's revenue comes from fixed monthly charges, and 17% comes from the commercial variable charges.

Figure 5 summarizes the allocation of the net revenue requirements to each cost causation component for the proposed new rates. More detail on the development of the allocation factors that resulted in this summary will be covered in the following section.

Figure 5. Allocation of Revenue Requirements by Customer Class

Customer Class	Cost Classification Components				Cost-of-Service Revenue Req't.	% of COS Revenue Req't.
	Volume	Treatment		Customer Related		
		BOD	TSS			
Net Revenue Requirements [1]	***$ 2,308,340***	***$ 1,905,358***	***$ 1,905,358***	***$ 3,619,997***	***$ 9,739,053***	--
	23.7%	*19.6%*	*19.6%*	*37.2%*	*100%*	
Single-Family	$ 1,440,155	$ 1,067,338	$ 1,140,260	$ 2,724,144	**$ 6,371,897**	65.4%
Multi-Family (per unit)	369,823	137,043	146,406	701,476	**1,354,748**	13.9%
Commercial						
Car Dealer & Dept/Retail	22,504	25,018	24,500	12,121	**84,143**	0.9%
Game	1,904	1,940	1,884	1,322	**7,050**	0.1%
Grocery & Mortuary	27,882	103,319	77,265	3,967	**212,433**	2.2%
Hospital	10,471	11,641	11,400	1,543	**35,054**	0.4%
Hotel without dining	12,298	13,672	13,389	1,543	**40,901**	0.4%
Library & Church	12,872	14,309	14,013	8,815	**50,009**	0.5%
Professional Building	265,281	294,910	288,804	144,350	**993,345**	10.2%
Restaurant	27,193	120,921	64,591	11,460	**224,166**	2.3%
School	84,982	94,474	100,653	5,730	**285,839**	2.9%
Strip Mall	-	-	-	-	**-**	0.0%
Warehouse	-	-	-	-	**-**	0.0%
Industrial						
Light Industrial	32,976	20,774	22,193	3,526	**79,469**	0.8%
Medium Industrial	-	-	-	-	**-**	0.0%
High Industrial	-	-	-	-	**-**	0.0%
Total	**$ 2,308,340**	**$ 1,905,358**	**$ 1,905,358**	**$ 3,619,997**	**$ 9,739,053**	**100%**

1. Revenue requirement for each customer class is determined by multiplying the revenue requirement from each cost classification by the allocation factors for each customer class.

CUSTOMER CLASSES

Customer classes are determined by combining customers with similar demand characteristics and types of use into categories that reflect the cost differentials to serve each type of customer. This process is limited by the desire to not overcomplicate the City's rate structure. For the City, the customer classes are split between single family residential (SFR), multi-family residential (MFR) (dependent on number of units) and commercial (varies depending on commercial type).

As shown in **Figure 6,** the development of the collection/volume (or flow) allocation factor was calculated by taking the lowest consecutive 3-month water usage from 2019/20 and annualizing the usage per customer class. From here, the annual usage was adjusted to meet the flow data from the wastewater treatment plant. It should be noted that the detailed customer classes were further combined by similar usage patterns to match the current rate schedule.

Figure 6. Development of the Volume Allocation Factor

Customer Class	Number of Accounts	Winter Consumption Jan.-Mar. 2020 (hcf)	Annualized Winter Consumption (hcf)	Adjusted Annual Volume[2] (hcf)	Percentage of Volume
Single-Family	12,361	330,244	1,320,976	1,553,198	**62.39%**
Multi-Family	452	84,805	339,219	398,852	**16.02%**
Commercial					
Auto Garage	39	940	3,762	4,423	**0.18%**
Bakeries	5	238	951	1,119	**0.04%**
Barber/Beauty	8	334	1,336	1,571	**0.06%**
Bars	1	4	15	18	**0.00%**
Car Wash	9	3,498	13,993	16,453	**0.66%**
Church	40	2,952	11,806	13,882	**0.56%**
Offices	630	57,375	229,498	269,843	**10.84%**
Grocery	18	6,394	25,574	30,070	**1.21%**
Hospitals	7	2,401	9,605	11,293	**0.45%**
Hotel-Motel	7	2,820	11,280	13,263	**0.53%**
Jails	2	638	2,553	3,001	**0.12%**
Laundromat	9	2,480	9,921	11,665	**0.47%**
School	24	18,849	75,397	88,651	**3.56%**
Rec Facility	6	437	1,746	2,053	**0.08%**
Restaurant	47	5,998	23,991	28,209	**1.13%**
Service Station	7	722	2,887	3,394	**0.14%**
Theater In	1	208	830	976	**0.04%**
Industrial	16	7,562	30,247	35,565	**1.43%**
Institutional	6	432	1,727	2,030	**0.08%**
Total	**13,695**	**529,329**	**2,117,316**	**2,489,531**	**100.00%**
				2,489,531	*Flow (hcf/yr.)*
				1.18	*Flow Adj. Factor*

1. *Source files for water consumption: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx*
   September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx
2. Adjusted annual volume based on wastewater treatment plant influent data.
   Source file: Madera City of. WWTP Daily Flows Jan. 2012 through Dec. 2020.xlsx

Figure 7 shows the development of the strength allocation factors by customer class. The typical strength factors for biochemical oxygen demand (BOD) and total suspended solids (TSS) are derived from the previous strength factors used in past calculations as well as the State Water Resources Control Board Revenue Program Guidelines, Appendix G.

Figure 7. Development of the Strength Allocation Factor

Customer Class	Adjusted Annual Flow (hcf)	Rate Commercial Classes[3]	Biochemical Oxygen Demand (BOD)			Total Suspended Solids (TSS)		
			Average Strength Factor[4] (mg/l)	Calculated BOD (lbs./yr.)	Percent of Total	Average Strength Factor[4] (mg/l)	Calculated TSS (lbs./yr.)	Percent of Total
Single-Family	1,553,198	n/a	200	1,937,870	**56.0%**	200	1,937,870	**59.8%**
Multi-Family	398,852	n/a	100	248,817	**7.2%**	100	248,817	**7.7%**
Commercial								
Auto Garage	4,423	Car Dealer & Dept/Retail	300	8,278	**0.2%**	275	7,588	**0.2%**
Bakeries	1,119	Restaurant	1,200	8,373	**0.2%**	600	4,187	**0.1%**
Barber/Beauty	1,571	Professional Building	300	2,941	**0.1%**	275	2,696	**0.1%**
Bars	18	Professional Building	300	33	**0.0%**	275	31	**0.0%**
Car Wash	16,453	Car Dealer & Dept/Retail	300	30,793	**0.9%**	275	28,226	**0.9%**
Church	13,882	Library & Church	300	25,980	**0.8%**	275	23,815	**0.7%**
Offices	269,843	Professional Building	300	505,010	**14.6%**	275	462,926	**14.3%**
Grocery	30,070	Grocery & Mortuary	1,000	187,588	**5.4%**	700	131,312	**4.1%**
Hospitals	11,293	Hospital	300	21,135	**0.6%**	275	19,374	**0.6%**
Hotel-Motel	13,263	Hotel without dining	300	24,822	**0.7%**	275	22,754	**0.7%**
Jails	3,001	School	300	5,617	**0.2%**	275	5,149	**0.2%**
Laundromat	11,665	Professional Building	300	21,830	**0.6%**	275	20,011	**0.6%**
School	88,651	School	300	165,911	**4.8%**	300	165,911	**5.1%**
Rec Facility	2,053	Game	275	3,522	**0.1%**	250	3,202	**0.1%**
Restaurant	28,209	Restaurant	1,200	211,173	**6.1%**	600	105,586	**3.3%**
Service Station	3,394	Car Dealer & Dept/Retail	300	6,352	**0.2%**	275	5,823	**0.2%**
Theater In	976	Professional Building	300	1,827	**0.1%**	275	1,675	**0.1%**
Industrial								
Low	35,565	Light Industrial	170	37,717	**1.1%**	170	37,717	**1.2%**
Medium[5]		Medium Industrial	340			340		
High[5]		High Industrial	510			510		
Institutional	2,030	Professional Building	300	3,800	**0.1%**	275	3,483	**0.1%**
Total	**2,489,531**			**3,459,388**	**100.0%**		**3,238,150**	**100.0%**

3. To match City's current rate schedule for commercial variable charges.
4. Typical strength factors for BOD and TSS are derived from previous rate study and the State Water Resources Control Board Revenue Program Guidelines, Appendix G
5. NBS is recommending medium and high industrial users are added to commercial classes.

Figure 8 summarizes the development of the customer allocation factor. Both the number of accounts and number of units are shown in this figure, but the percentage of the number of units are used in the rate calculation.

Figure 8. Development of the Customer Allocation Factor

Customer Class	Number of Accounts[1]	Percentage of Accounts	Number of Units[1]	Percentage of Units
Single-Family	12,361	**90.3%**	12,361	**75.3%**
Multi-Family	452	**3.3%**	3,183	**19.4%**
Commercial				
Auto Garage	39	**0.3%**	39	**0.2%**
Bakeries	5	**0.0%**	5	**0.0%**
Barber/Beauty	8	**0.1%**	8	**0.0%**
Bars	1	**0.0%**	1	**0.0%**
Car Wash	9	**0.1%**	9	**0.1%**
Church	40	**0.3%**	40	**0.2%**
Offices	630	**4.6%**	630	**3.8%**
Grocery	18	**0.1%**	18	**0.1%**
Hospitals	7	**0.1%**	7	**0.0%**
Hotel-Motel	7	**0.1%**	7	**0.0%**
Jails	2	**0.0%**	2	**0.0%**
Laundromat	9	**0.1%**	9	**0.1%**
School	24	**0.2%**	24	**0.1%**
Rec Facility	6	**0.0%**	6	**0.0%**
Restaurant	47	**0.3%**	47	**0.3%**
Service Station	7	**0.1%**	7	**0.0%**
Theater In	1	**0.0%**	1	**0.0%**
Industrial	16	**0.1%**	16	**0.1%**
Institutional	6	**0.0%**	6	**0.0%**
Total	**13,695**	**100%**	**16,426**	**100%**

1. Source files for accounts: December 2020: 2020 DEC MUNIS Billing_Manipulated.xlsx

D. Rate Design Analysis

The process of evaluating the wastewater rate structure provides the opportunity to incorporate a number of rate-design objectives and policies, including revenue stability, equity among customer classes, and water conservation. Based on input provided by City staff, the proposed rates were developed. The following sections describe this process.

FIXED CHARGES

The fixed charge recognizes that the wastewater utility incurs fixed costs regardless of whether customers send any wastewater into the City's collection system. There are two factors used to develop the fixed charge: the number of dwelling units and the annual revenue requirement. The monthly fixed charge for residential customers is calculated by simple dividing the net revenue requirement by the number of units and the number of billing periods per year. For commercial customers, the fixed charge is calculated by taking the 12 percent fixed multiplied by the annual revenue requirement, then divide by the number of units and billing periods per year. The fixed charges for each customer class are shown in **Figure 9**.

VARIABLE CHARGES

The variable charges for commercial customers, on the other hand, are calculated by taking the additional 92 percent portion of the revenue requirement divided by the estimated annual sewage volume produced. This sewage volume is the adjusted annualized winter water consumption shown in **Figure 6**. The volumetric charges for each customer class are summarized in the rate design table shown in **Figure 9**.

Figure 9. Development of Fixed and Variable Charges

Customer Class	Number of Units	Annualized Winter Consumption	Net Revenue Requirement	Monthly Fixed Charge Per Unit	Volumetric Charge per HCF
Single-Family	12,361	1,553,198	$ 6,371,897	$ 42.96	
Multi-Family (per unit)	3,183	398,852	$ 1,354,748	$ 35.47	
Commercial					
Car Dealer & Dept/Retail	55	24,271	$ 84,143	$ 22.82	$ 3.05
Game	6	2,053	$ 7,050	$ 22.82	$ 3.02
Grocery & Mortuary	18	30,070	$ 212,433	$ 22.82	$ 6.22
Hospital	7	11,293	$ 35,054	$ 22.82	$ 2.73
Hotel without dining	7	13,263	$ 40,901	$ 22.82	$ 2.71
Library & Church	40	13,882	$ 50,009	$ 22.82	$ 3.17
Professional Building	655	286,104	$ 993,345	$ 22.82	$ 3.06
Restaurant	52	29,328	$ 224,166	$ 22.82	$ 6.73
School	26	91,653	$ 285,839	$ 22.82	$ 2.74
Strip Mall	0	0	$ -	$ 22.82	$ 3.06
Warehouse	0	0	$ -	$ 22.82	$ 1.97
Industrial					
Light Industrial	16	35,565	$ 79,469	$ 22.82	$ 1.97
Medium Industrial	0	0	$ -	$ 22.82	$ 2.74
High Industrial	0	0	$ -	$ 22.82	$ 3.81
Total	**16,426**	**2,489,531**	**$ 9,739,053**		

2. HCF = hundred cubic feet, equal to 748 gallons of water.

E. Current and Proposed Wastewater Rates

Figure 10 provides a comparison of the current and proposed wastewater rates through FY 2025/26. Commercial rates with similar strength effluent are combined in the rate calculation to simplify the rate structure. This is a common industry standard with customers that have similar usage patterns and is consistent with the City's current rate structure.

Figure 10. Proposed Wastewater Rates

Sewer Rate Schedule	Current Rates	Proposed Sewer Rates				
		FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
FIXED MONTHLY CHARGES						
Single-Family	$42.75	$42.96	$45.11	$47.37	$49.74	$52.23
Multi-Family (per unit)	$27.77	$35.47	$37.24	$39.10	$41.06	$43.11
Commercial (All)	$19.02	$22.82	$23.96	$25.16	$26.42	$27.74
NON-RESIDENTIAL VOLUMETRIC CHARGES PER HCF [1]						
Commercial						
Car Dealer & Dept/Retail	$2.30	$3.05	$3.20	$3.36	$3.53	$3.71
Game	$3.46	$3.02	$3.17	$3.33	$3.50	$3.68
Grocery & Mortuary	$5.04	$6.22	$6.53	$6.86	$7.20	$7.56
Hospital	$2.28	$2.73	$2.87	$3.01	$3.16	$3.32
Hotel without dining	$2.28	$2.71	$2.85	$2.99	$3.14	$3.30
Library & Church	$2.25	$3.17	$3.33	$3.50	$3.68	$3.86
Professional Building	$2.28	$3.06	$3.21	$3.37	$3.54	$3.72
Restaurant	$5.22	$6.73	$7.07	$7.42	$7.79	$8.18
School	$2.38	$2.74	$2.88	$3.02	$3.17	$3.33
Strip Mall	$3.52	$3.06	$3.21	$3.37	$3.54	$3.72
Warehouse	$3.51	$1.97	$2.07	$2.17	$2.28	$2.39
Industrial						
Light Industrial	$3.51	$1.97	$2.07	$2.17	$2.28	$2.39
Medium Industrial	N/A	$2.74	$2.88	$3.02	$3.17	$3.33
High Industrial	N/A	$3.81	$4.00	$4.20	$4.41	$4.63

1. HCF = hundred cubic feet, equal to 748 gallons of water.

F. Comparison of Current and Proposed Wastewater Bills

Figure 11, Figure 12, Figure 13, and **Figure 14** compare monthly wastewater bills for the current and proposed wastewater rates as a result of the planned rate adjustment for single-family residential customers and non-single family residential customers.

Figure 11. Monthly Wastewater Bill Comparison for Single Family Customers

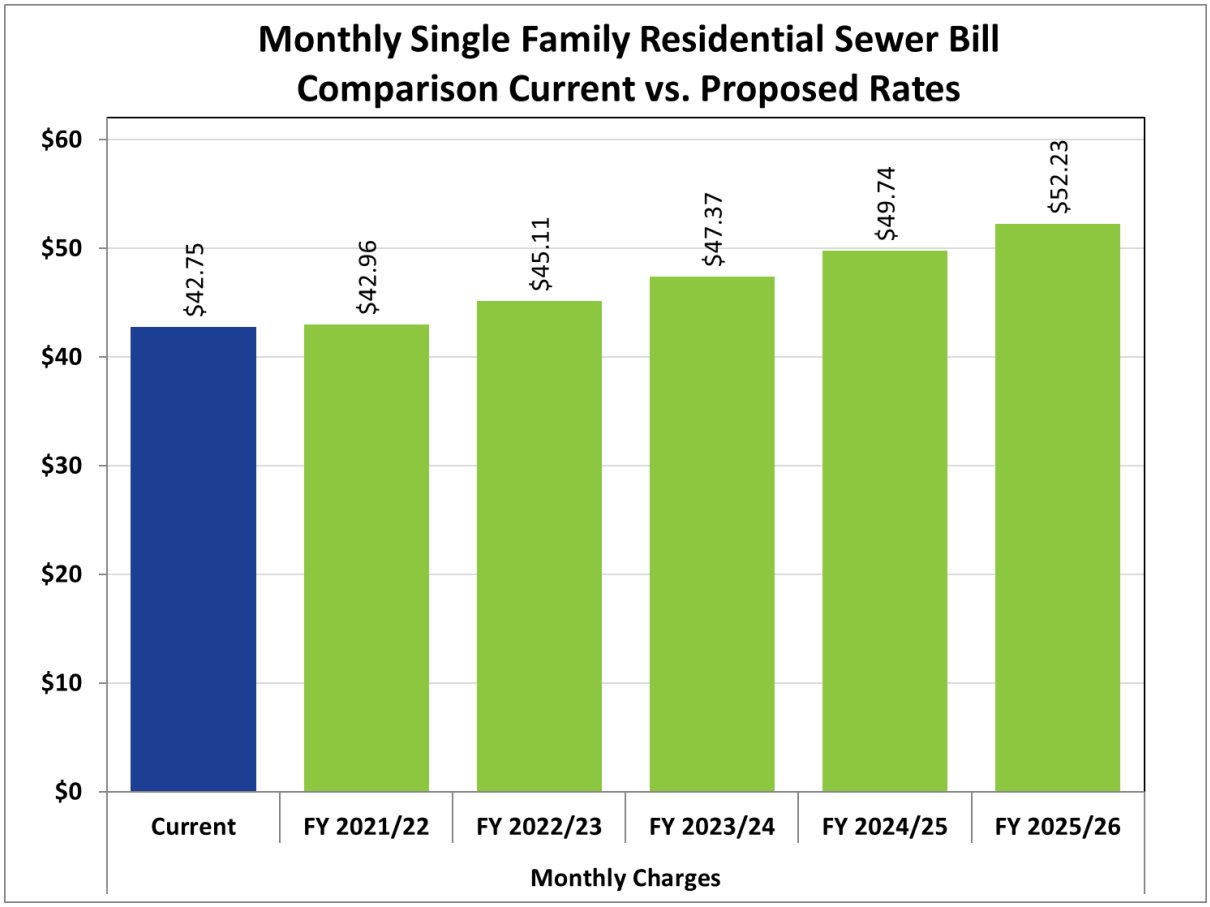


Figure 12. Monthly Wastewater Bill Comparison for Multi-Family Customers

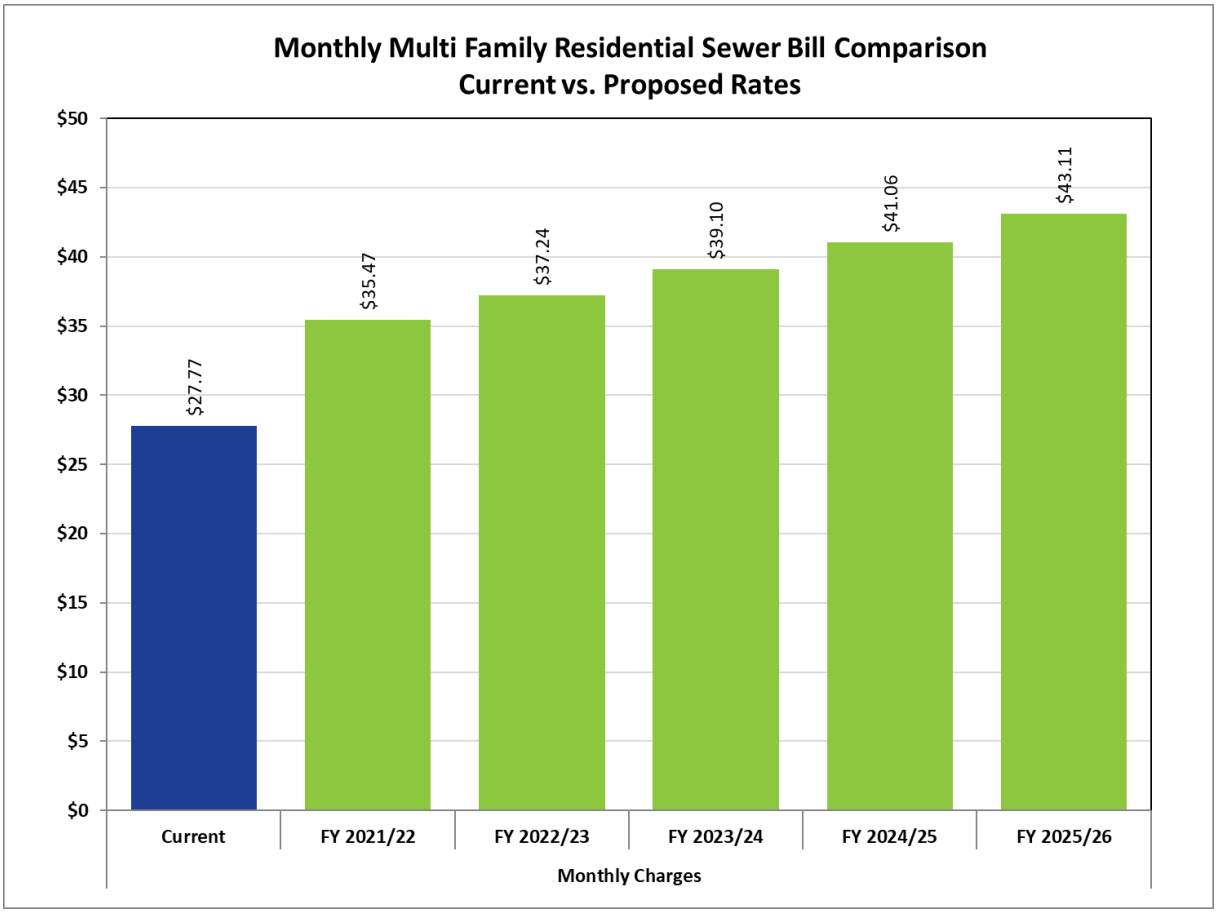


Figure 13. Monthly Wastewater Bill Comparison for Commercial Professional Building Customers

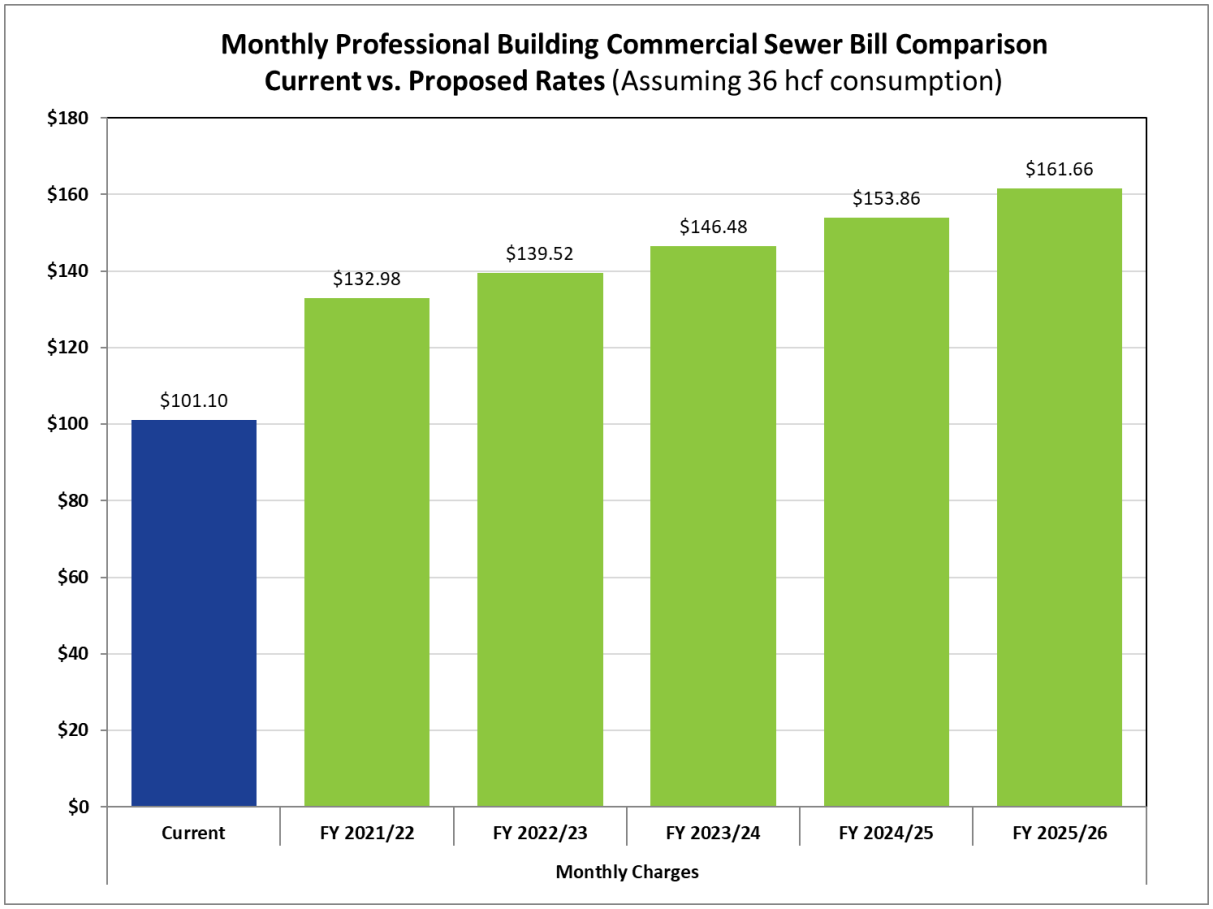


Figure 14. Monthly Wastewater Bill Comparison for Commercial Restaurant Customers

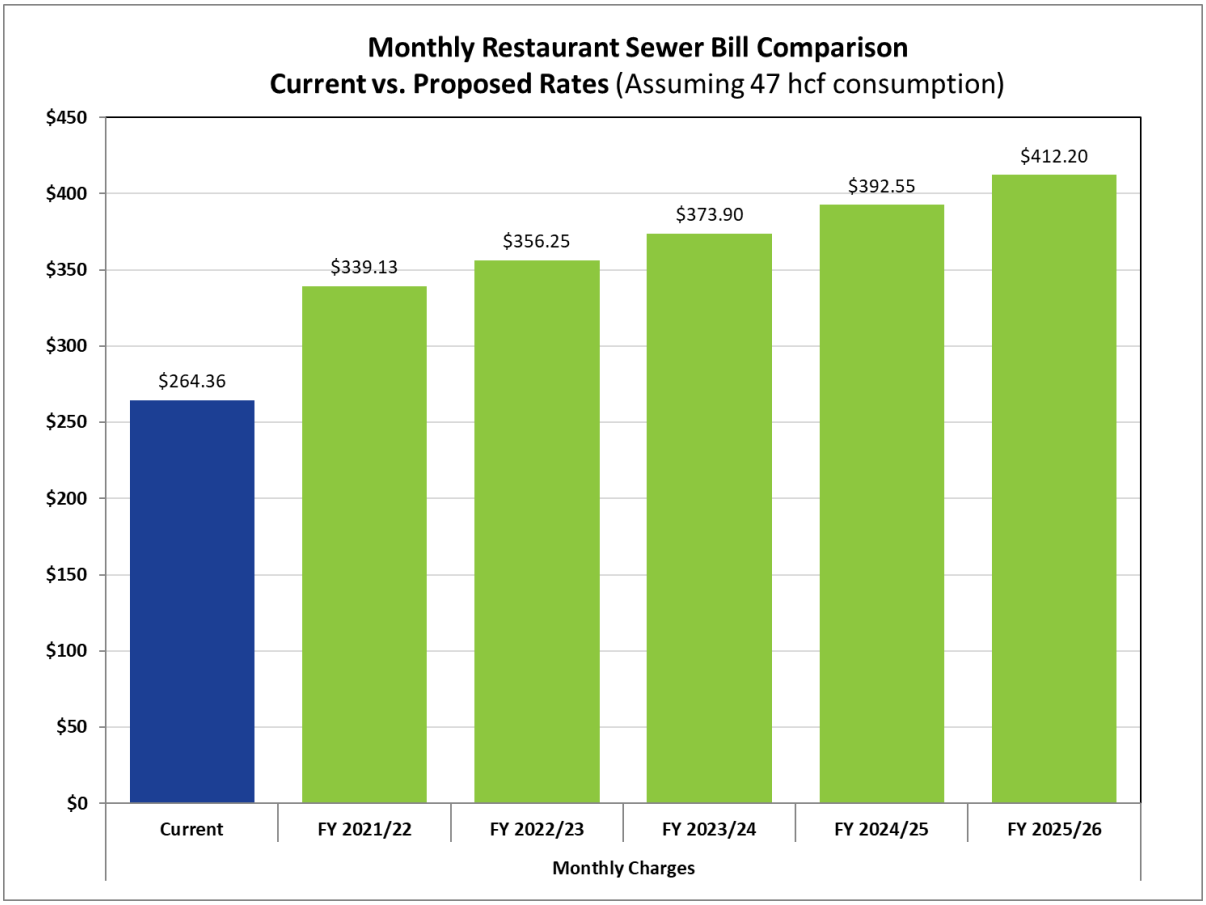


Figure 15, Figure 16 and **Figure 17** show a comparison on bills for single-family residential, professional office commercial and restaurant commercial customers compared to other regionally located Cities.

Figure 15. Single-Family Residential Regional Bill Comparison

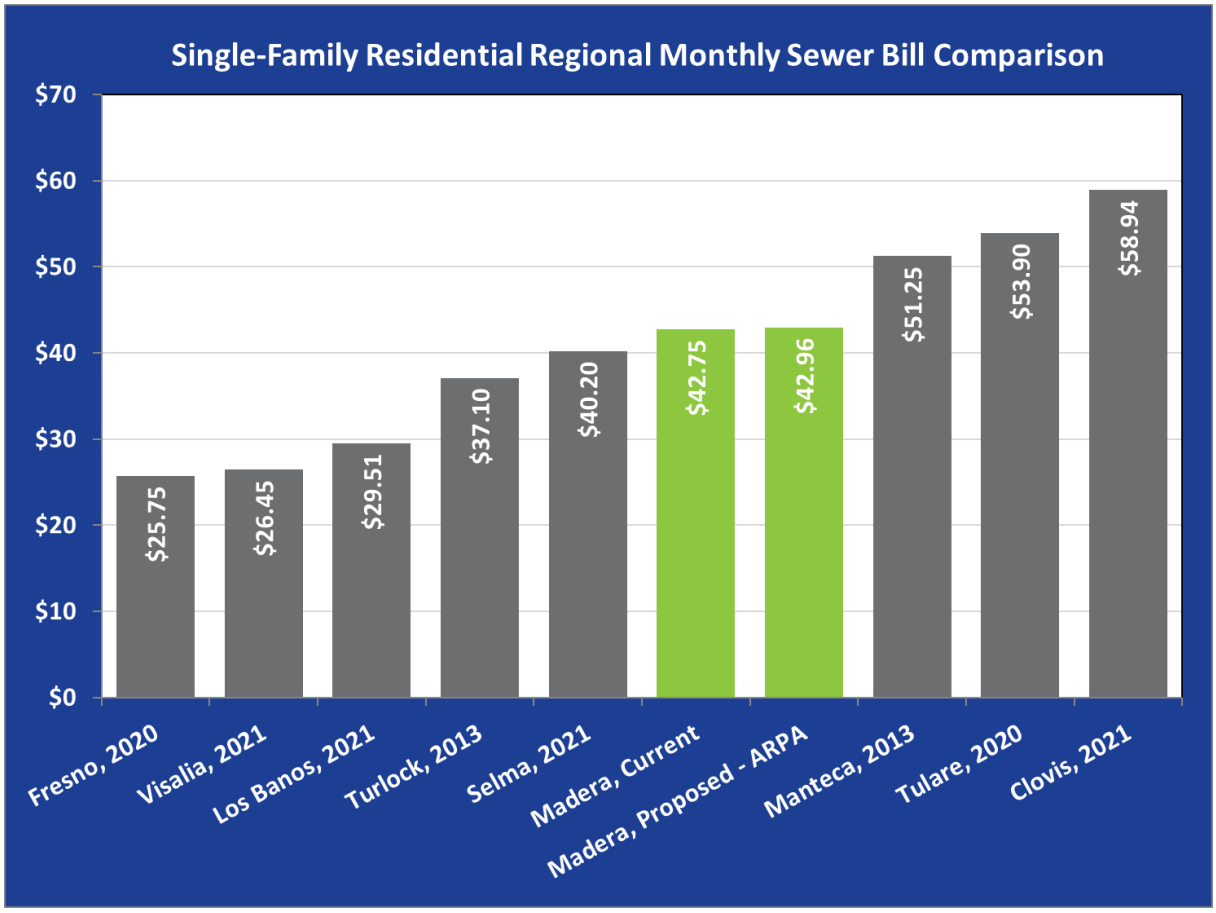


Figure 16. Professional Office Regional Bill Comparison

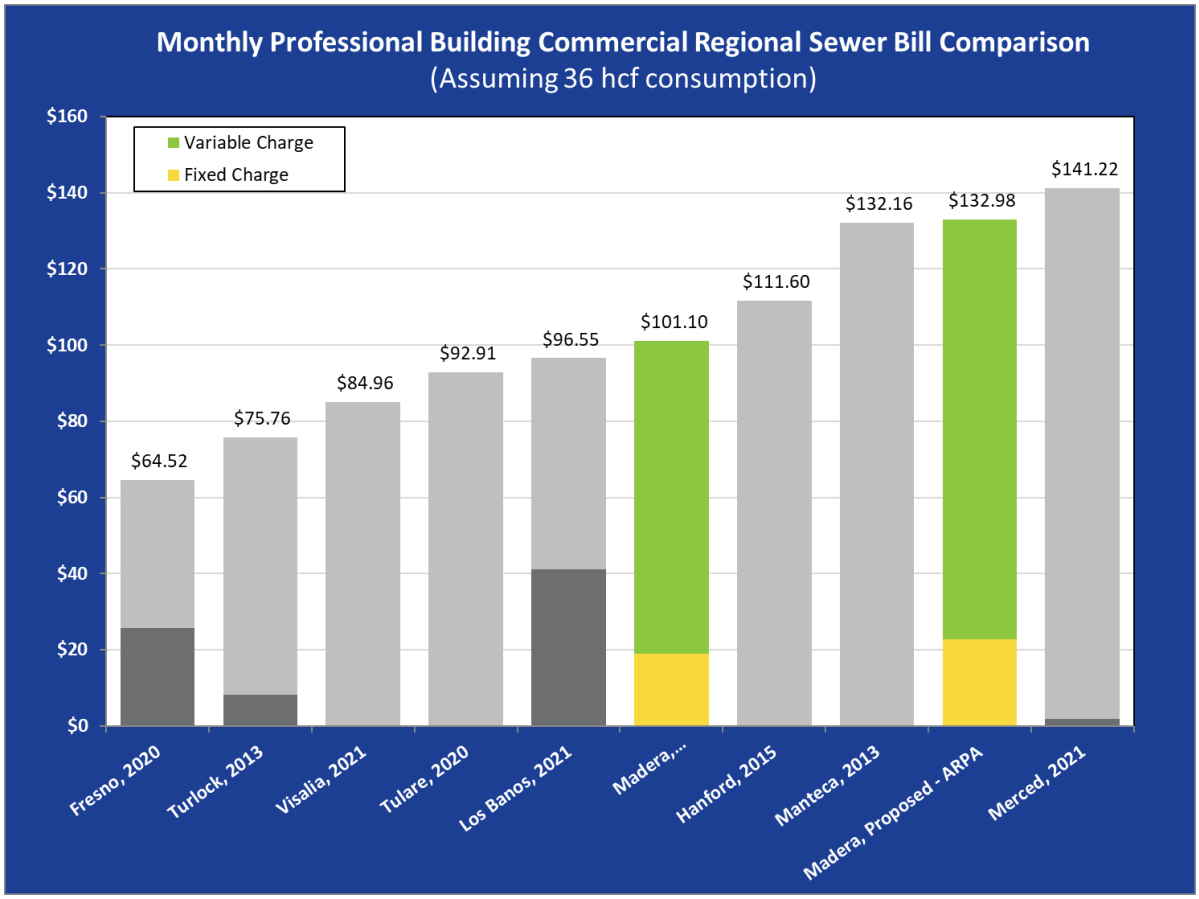
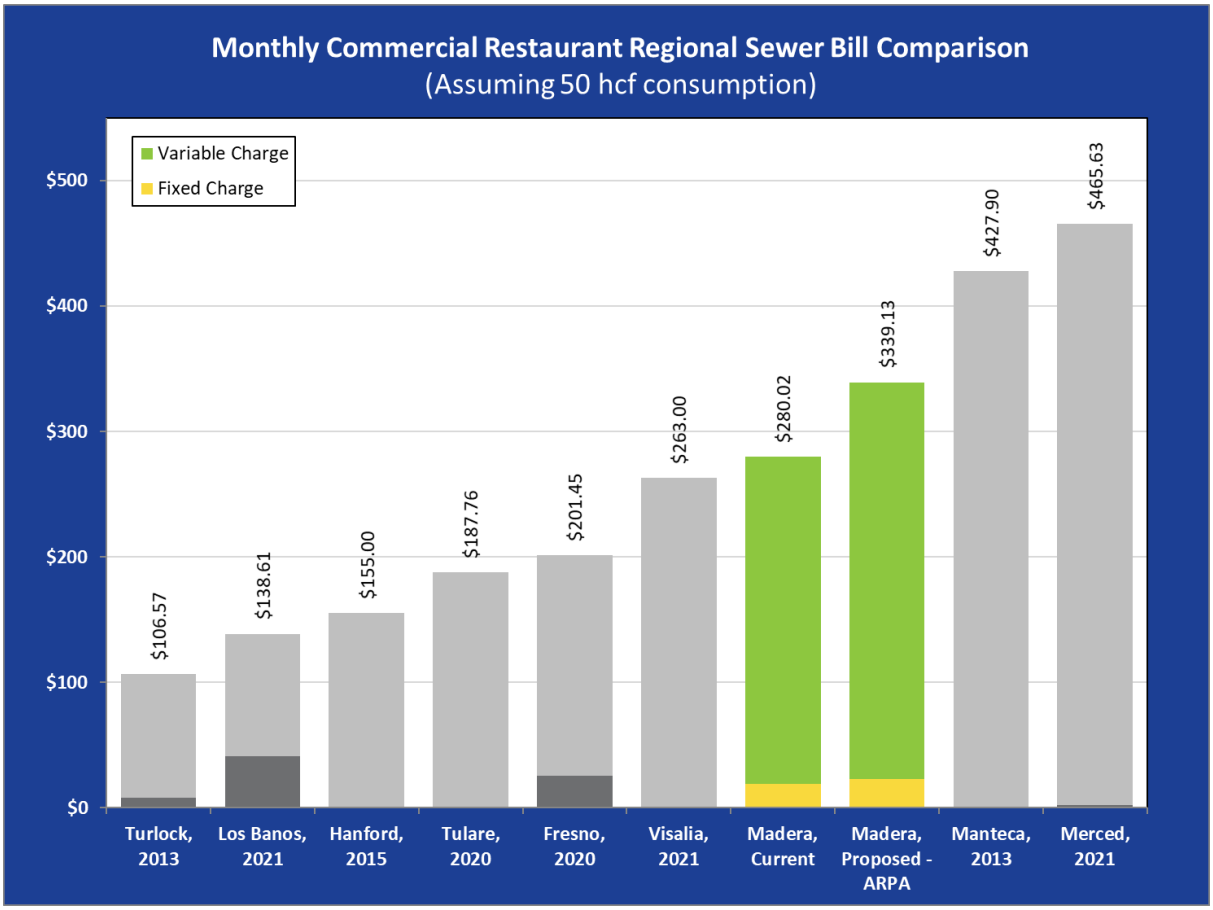


Figure 17. Restaurant Regional Bill Comparison



SECTION 3. RECOMMENDATIONS AND NEXT STEPS

A. Consultant Recommendations

NBS recommends the City take the following actions:

Approve and accept this Study: NBS recommends the City Council formally approve and adopt this Study and its recommendations and proceed with the steps required to implement the proposed rates to maintain current level of service and achieve the City's strategic goals. This report will provide documentation of the rate study analyses and the basis for analyzing potential changes to future rates.

Implement Recommended Levels of Rate Adjustments and Proposed Rates: Based on successfully meeting the Proposition 218 procedural requirements, the City Council should proceed with implementing the 5-year schedule of proposed rates and rate adjustments previously shown in **Figure 10**. This will help ensure the continued financial health of City's wastewater utility.

B. Next Steps

Annually Review Rates and Revenue – Any time an agency adopts new utility rates or rate structures, those new rates should be closely monitored over the next several years to ensure the revenue generated is sufficient to meet the annual revenue requirements. Changing economic and water consumption patterns underscore the need for this review, as well as potential and unseen changing revenue requirements—particularly those related to environmental regulations that can significantly affect capital improvements and repair and replacement costs.

Note: The attached Appendix provide more detailed information on the analysis of the wastewater revenue requirements, cost-of-service analysis and cost allocations, and the rate design analyses that have been summarized in this report.

C. NBS' Principal Assumptions and Considerations

In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions, and events that may occur in the future. This information and these assumptions, including City's budgets, capital improvement costs, and information from City staff were provided by sources we believe to be reliable, although NBS has not independently verified this data.

While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report and its recommendations, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

Appendix: Detailed Wastewater Study Tables and Figures

TABLE 1 : FINANCIAL PLAN AND SUMMARY OF REVENUE REQUIREMENTS — **5-Year Rate Period**

RATE REVENUE REQUIREMENTS SUMMARY	Budgeted[1]	Projected				
	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Sources of Sewer Funds						
Sewer Rate Revenue:						
Sewer Rate Revenue Under Current Rates	$ 8,412,960	$ 8,412,960	$ 8,412,960	$ 8,412,960	$ 8,412,960	$ 8,412,960
Revenue from Rate Increases	-	*105,162*	*862,328*	*1,326,093*	*1,813,045*	*2,324,346*
Subtotal: Rate Revenue After Rate Increases	*$ 8,412,960*	*$ 8,518,122*	*$ 9,275,288*	*$ 9,739,053*	*$ 10,226,005*	*$ 10,737,306*
Non-Rate Revenue:						
Septic Dump Income	$ 310,641	$ 310,641	$ 310,641	$ 310,641	$ 310,641	$ 310,641
Water Capital Fee	1,183	1,183	1,183	1,183	1,183	1,183
Other Fees	145,734	145,734	145,734	145,734	145,734	145,734
Refunds	1,864	1,864	1,864	1,864	1,864	1,864
Taxes & Licenses	87,300	87,300	87,300	87,300	87,300	87,300
Other Income	250,000	250,000	250,000	250,000	250,000	250,000
Interest Income	48,640	123,350	116,887	139,973	162,164	137,605
Subtotal: Non-Rate Revenue	*$ 845,362*	*$ 920,072*	*$ 913,609*	*$ 936,695*	*$ 958,886*	*$ 934,327*
Total Sources of Funds	**$ 9,258,322**	**$ 9,438,194**	**$ 10,188,898**	**$ 10,675,748**	**$ 11,184,891**	**$ 11,671,632**
Uses of Sewer Funds						
Operating Expenses:						
Salaries & Benefits	$ 2,299,765	$ 2,414,753	$ 2,535,491	$ 2,662,265	$ 2,795,379	$ 2,935,148
Materials & Services	1,563,847	1,626,583	1,691,992	1,760,194	1,831,315	1,905,484
Interfund Charges	1,208,145	1,208,145	1,208,145	1,208,145	1,208,145	1,208,145
Special Payments	717,137	752,994	790,644	830,176	871,685	915,269
Capital Outlay	14,085	14,494	14,915	15,348	15,795	16,255
Transfer Out	44,965	44,965	44,965	44,965	44,965	44,965
Subtotal: Operating Expenses	*$ 5,847,944*	*$ 6,061,934*	*$ 6,286,151*	*$ 6,521,094*	*$ 6,767,283*	*$ 7,025,266*
Other Expenditures:						
Existing Debt Service	$ 2,534,738	$ 2,532,336	$ 2,533,048	$ 2,527,048	$ 2,529,375	$ 2,530,647
New Debt Service	-	-	-	-	-	-
Rate-Funded Capital Expenses	1,090,000	-	-	-	-	700,015
Subtotal: Other Expenditures	*$ 3,624,738*	*$ 2,532,336*	*$ 2,533,048*	*$ 2,527,048*	*$ 2,529,375*	*$ 3,230,662*
Total Uses of Funds	**$ 9,472,682**	**$ 8,594,270**	**$ 8,819,199**	**$ 9,048,142**	**$ 9,296,658**	**$ 10,255,928**
Annual Surplus/(Deficit)	**$ (214,360)**	**$ 843,924**	**$ 1,369,698**	**$ 1,627,606**	**$ 1,888,234**	**$ 1,415,704**
Net Revenue Req't. *(Total Uses less Non-Rate Rev.)*	**$ 8,627,320**	**$ 7,674,198**	**$ 7,905,590**	**$ 8,111,447**	**$ 8,337,772**	**$ 9,321,601**
Projected Annual Rate Revenue Adjustment	***0.00%***	***5.00%***	***5.00%***	***5.00%***	***5.00%***	***5.00%***
Cumulative Increases	*0.00%*	*5.00%*	*10.25%*	*15.76%*	*21.55%*	*27.63%*
Debt Coverage Ratio after Rate Increases	***1.01***	***0.97***	***1.18***	***1.27***	***1.37***	***1.47***

1. Revenue and expenses for FY 2020/21 are from source file: *Enterprise Funds Budget 2020-21.pdf, pages 33-42.*

TABLE 2: RESERVE FUND SUMMARY

SUMMARY OF CASH ACTIVITY UN-RESTRICTED RESERVES		5-Year Rate Period Projected				
	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Total Beginning Cash[2]	**$ 7,526,796**	**$ 8,127,754**	**$ 8,091,394**	**$ 9,649,441**	**$ 10,965,270**	**$ 8,969,922**
Sewer Operating Reserve Fund						
Beginning Reserve Balance	$ 6,346,078	$ 1,441,959	$ 1,494,723	$ 1,550,010	$ 1,607,941	$ 1,668,645
Plus: Net Cash Flow (After Rate Increases)	(214,360)	843,924	1,369,698	1,627,606	1,888,234	1,415,704
Less: Transfer Out to Capital Expenditure Reserve	(4,689,760)	(791,159)	(1,314,412)	(1,569,675)	(1,827,529)	(1,352,092)
Ending Operating Reserve Balance	***$ 1,441,959***	***$ 1,494,723***	***$ 1,550,010***	***$ 1,607,941***	***$ 1,668,645***	***$ 1,732,257***
Target Ending Balance (90-days of O&M)[3]	*$ 1,441,959*	*$ 1,494,723*	*$ 1,550,010*	*$ 1,607,941*	*$ 1,668,645*	*$ 1,732,257*
Capital Outlay Reserve Fund						
Beginning Reserve Balance	$ 500,000	$ 5,189,760	$ 4,789,544	$ 5,975,428	$ 7,110,555	$ 5,729,448
Plus: Transfer In of Operating Reserve Surplus	4,689,760	791,159	1,314,412	1,569,675	1,827,529	1,352,092
Less: Use of Reserves for Capital Projects	-	(1,191,375)	(128,528)	(434,548)	(3,208,637)	(2,729,448)
Ending Capital Expenditure Reserve Balance	***$ 5,189,760***	***$ 4,789,544***	***$ 5,975,428***	***$ 7,110,555***	***$ 5,729,448***	***$ 4,352,092***
Target Ending Balance (6% of Net Assets = ~$3M)[4]	*$ 3,000,000*	*$ 3,000,000*	*$ 3,000,000*	*$ 3,000,000*	*$ 3,000,000*	*$ 3,000,000*
Ending Balance	***$ 6,631,719***	***$ 6,284,268***	***$ 7,525,438***	***$ 8,718,496***	***$ 7,398,093***	***$ 6,084,349***
Minimum Target Ending Balance	***$ 4,441,959***	***$ 4,494,723***	***$ 4,550,010***	***$ 4,607,941***	***$ 4,668,645***	***$ 4,732,257***
Ending Surplus (Deficit) Compared to Targets	***$ 2,189,760***	***$ 1,789,544***	***$ 2,975,428***	***$ 4,110,555***	***$ 2,729,448***	***$ 1,352,092***

2. Beginning cash balance for the Sewer Fund is found in CAFR. Source File: *FY-2019-2020-Comprehensive-Annual-Financial-Report.pdf, Page 42.*
   Updated beginning cash balance for FY 20/21 per comments from City 08.02.21.
3. NBS Recommends keeping the Operating Reserve Fund target at 90 days of operating and maintenance expenses.
   Source file: Rate Study 2015.pdf, Section 4.1.5, Page 42.
4. NBS recommends the target Capital Outlay Reserve to a minimum of 6% of net assets.

TABLE 3: RESERVE FUND SUMMARY — **5-Year Rate Period**

SUMMARY OF CASH ACTIVITY	Budgeted FY 2020/21	Projected FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Restricted Reserves:						
Debt Service Reserve Fund						
Beginning Reserve Balance[5]	$ 680,718	$ 680,718	$ 693,379	$ 706,276	$ 719,413	$ 732,794
Plus: Interest Earnings	-	12,661	12,897	13,137	13,381	13,630
Plus: Reserve Funding from New Debt Obligations	-	-	-	-	-	-
Ending Debt Reserve Balance	***$ 680,718***	***$ 693,379***	***$ 706,276***	***$ 719,413***	***$ 732,794***	***$ 746,424***
Target Ending Balance	$ -	$ -	$ -	$ -	$ -	$ -
Development Impact Fee Reserve Fund						
Beginning Reserve Balance[6]	$ 692,053	$ 815,318	$ 1,113,747	$ 1,417,727	$ 1,527,362	$ 839,035
Plus: Wastewater Dev. Impact Fee Revenues[7]	283,264	283,264	283,264	283,264	283,264	283,264
Plus: Interest Earnings	-	15,165	20,716	26,370	28,409	15,606
Less: Transfer Out for Capacity-Related CIP Costs	(160,000)	-	-	(200,000)	(1,000,000)	(1,000,000)
Ending Capacity Reserve Fund Balance	***$ 815,318***	***$ 1,113,747***	***$ 1,417,727***	***$ 1,527,362***	***$ 839,035***	***$ 137,906***
Target Ending Balance	$ -	$ -	$ -	$ -	$ -	$ -
Annual Interest Earnings Rate[8]	*0.00%*	*1.86%*	*1.86%*	*1.86%*	*1.86%*	*1.86%*

5. Beginning cash balance for Restricted Net Position in source File: *FY-2019-2020-Comprehensive-Annual-Financial-Report.pdf, Page 42.*
6. Beginning fund balance for development impact fee funds 4083, 4084 and 4085 from City staff in source file: *Water and Sewer DIF FB 7-1-20.xlsx*
7. Development Impact Fee revenue from current budget: FY-20-21-Adopted-Budget-City-of-Madera.pdf, page 349.
8. District's actual or budgeted interest earnings are used in analysis for unrestricted reserves in FY 2020/21. For 2021/22 and beyond, interest earning rates are estimate at the 3-year average (FY '17/18 - '19/20) for funds invested in LAIF, per the California Treasurer's Office website, for the restricted reserves. Source: https://www.treasurer.ca.gov/pmia-laif/historical/annual.asp.

CHART 1

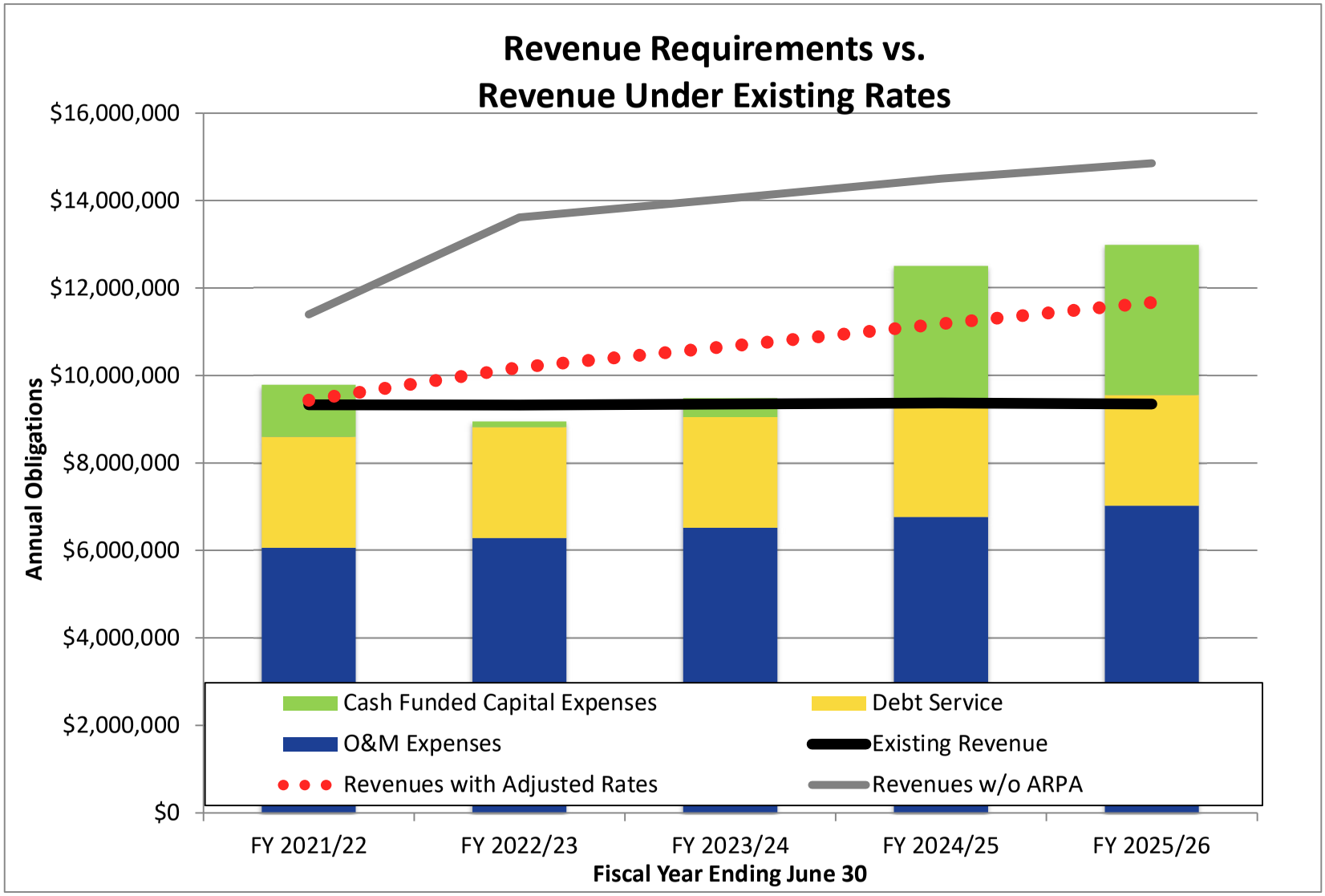

Revenue Requirements vs.
Revenue Under Existing Rates
$16,000,000
$14,000,000
$12,000,000
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$0
Annual Obligations
Cash Funded Capital Expenses
Debt Service
O&M Expenses
Existing Revenue
Revenues with Adjusted Rates
Revenues w/o ARPA
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Fiscal Year Ending June 30

CHART 2

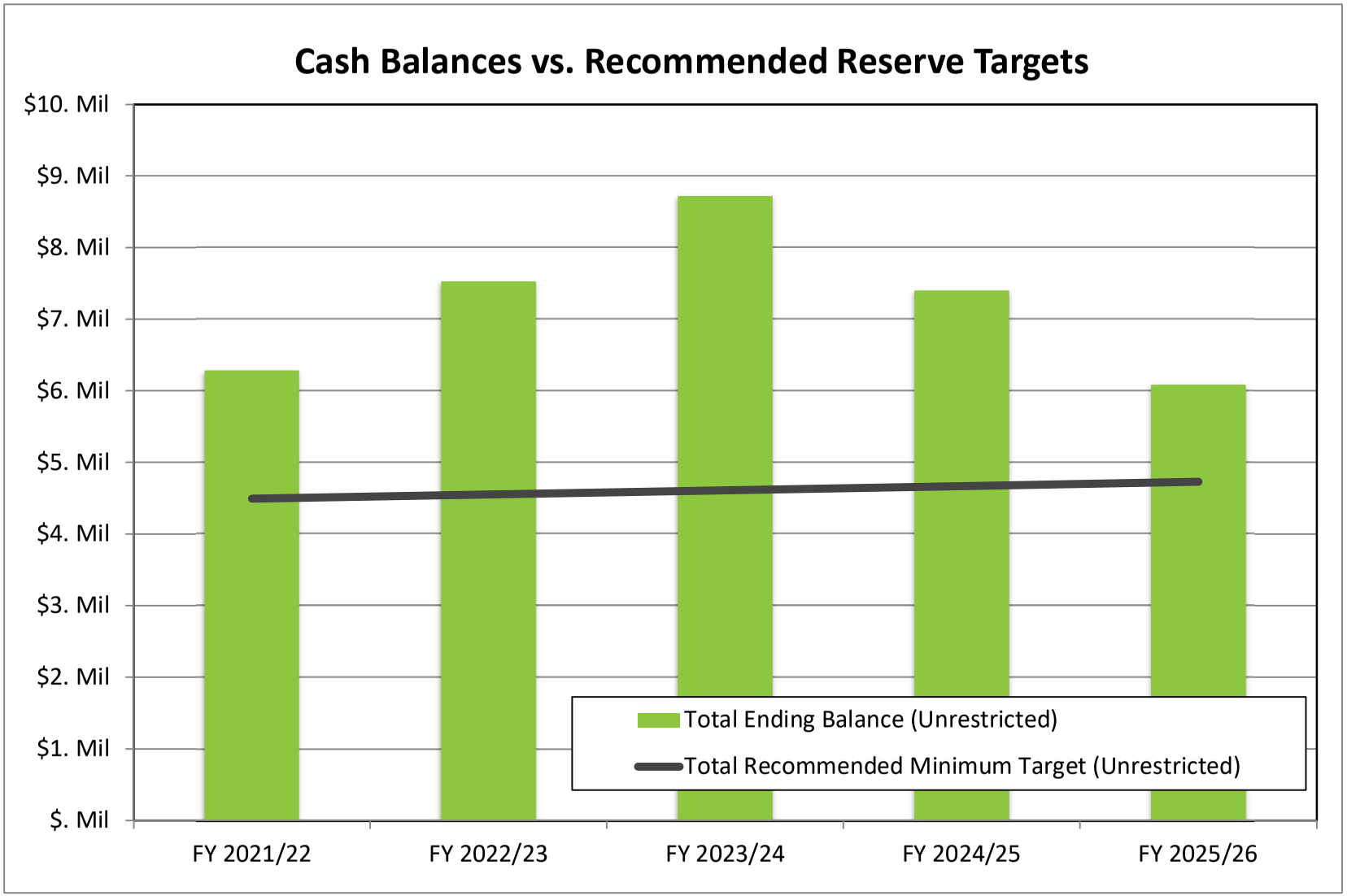
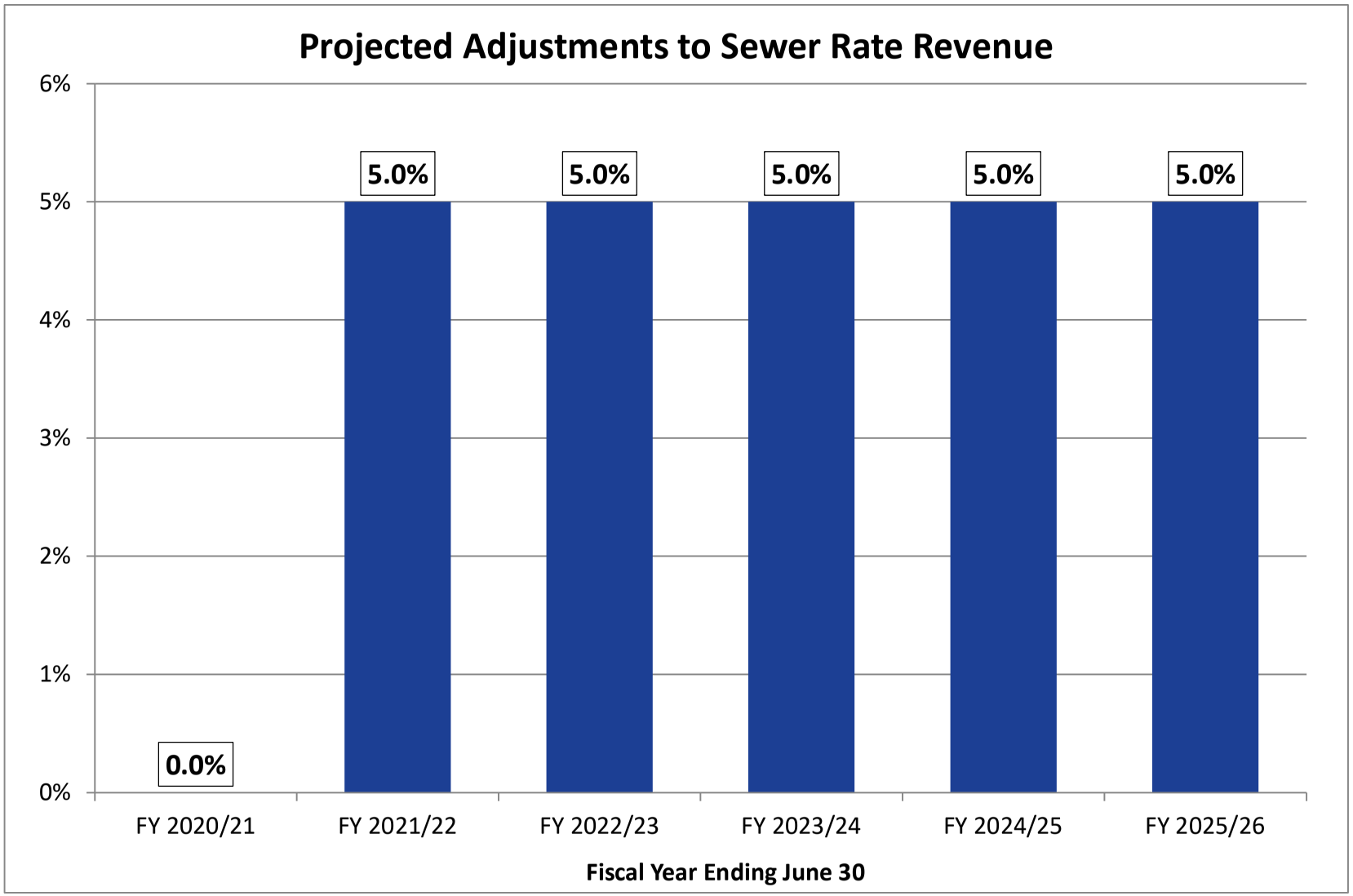

Cash Balances vs. Recommended Reserve Targets
$10. Mil
$9. Mil
$8. Mil
$7. Mil
$6. Mil
$5. Mil
$4. Mil
$3. Mil
$2. Mil
$1. Mil
$. Mil
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Total Ending Balance (Unrestricted)
Total Recommended Minimum Target (Unrestricted)

CHART 3


Projected Adjustments to Sewer Rate Revenue
6%
5%
4%
3%
2%
1%
0%
0.0%
5.0%
5.0%
5.0%
5.0%
5.0%
FY 2020/21
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Fiscal Year Ending June 30

CITY OF MADERA **EXHIBIT 1**
SEWER RATE STUDY
Operating Revenue and Expenses

TABLE 4 : REVENUE FORECAST[1]

		Budget	Prop 218 Rate Period				
SOURCES OF REVENUE	***Basis***	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
SEWER FUND							
Taxes							
Current Secured Property Tax	*1*	$ 87,300	$ 87,300	$ 87,300	$ 87,300	$ 87,300	$ 87,300
Subtotal		$ 87,300	$ 87,300	$ 87,300	$ 87,300	$ 87,300	$ 87,300
Licenses & Permits							
Infrastructure Cost Payback	*1*	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal		$ -	$ -	$ -	$ -	$ -	$ -
Fines & Forfeiture							
Late Payment/Other Penalty	*1*	$ 145,734	$ 145,734	$ 145,734	$ 145,734	$ 145,734	$ 145,734
Subtotal		$ 145,734	$ 145,734	$ 145,734	$ 145,734	$ 145,734	$ 145,734
Charges for Services							
Parksdale Sewer #3 User Fees	*1*	$ 232,312	$ 232,312	$ 232,312	$ 232,312	$ 232,312	$ 232,312
User Charges	*1*	8,180,648	8,180,648	8,180,648	8,180,648	8,180,648	8,180,648
Septic Dump Income	*1*	310,641	310,641	310,641	310,641	310,641	310,641
Waste Water Plant Capital Fee	*1*	1,183	1,183	1,183	1,183	1,183	1,183
Subtotal		$ 8,724,784	$ 8,724,784	$ 8,724,784	$ 8,724,784	$ 8,724,784	$ 8,724,784
Interest							
Interest Income[2]	*See FP*	$ 48,640	$ -				
Subtotal		$ 48,640	$ -	$ -	$ -	$ -	$ -
Gains & Proceeds							
Sale of Real & Personal Property	*1*	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal		$ -	$ -	$ -	$ -	$ -	$ -
Refunds							
Refunds & Reimbursements	*1*	$ -	$ -	$ -	$ -	$ -	$ -
Collection Recovery	*1*	1,443	1,443	1,443	1,443	1,443	1,443
Subtotal		$ 1,443	$ 1,443	$ 1,443	$ 1,443	$ 1,443	$ 1,443
UTILITY BILLING & SEWER							
Refunds							
Refunds & Reimbursements	*1*	$ 421	$ 421	$ 421	$ 421	$ 421	$ 421
Subtotal		$ 421	$ 421	$ 421	$ 421	$ 421	$ 421
SEWER MAINTENANCE & OPERATIONS							
Non-Cash Capital Contribution							
Capital Contribution	*7*	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal		$ -	$ -	$ -	$ -	$ -	$ -

TABLE 5 : REVENUE FORECAST[1], continued

		Budget	Prop 218 Rate Period				
SOURCES OF REVENUE	***Basis***	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
WASTEWATER TREATMENT PLANT BOND ADMINISTRATION							
Transfers In							
Transfer-In	*7*	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000
Subtotal		$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000
GRAND TOTAL: SEWER REVENUE		**$ 9,258,322**	**$ 9,209,682**	**$ 9,209,682**	**$ 9,209,682**	**$ 9,209,682**	**$ 9,209,682**

TABLE 6 : SUMMARY OF REVENUES

	Budget	Prop 218 Rate Period				
REVENUE SUMMARY	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
RATE REVENUE						
Sewer Rate Revenue	$ 8,412,960	$ 8,412,960	$ 8,412,960	$ 8,412,960	$ 8,412,960	$ 8,412,960
OTHER REVENUE:						
Septic Dump Income	310,641	310,641	310,641	310,641	310,641	310,641
Water Capital Fee	1,183	1,183	1,183	1,183	1,183	1,183
Other Fees	145,734	145,734	145,734	145,734	145,734	145,734
Refunds	1,864	1,864	1,864	1,864	1,864	1,864
Taxes & Licenses	87,300	87,300	87,300	87,300	87,300	87,300
Other Income	250,000	250,000	250,000	250,000	250,000	250,000
Interest Income[2]	48,640	-	-	-	-	-
GRAND TOTAL: SEWER REVENUE	**$ 9,258,322**	**$ 9,209,682**	**$ 9,209,682**	**$ 9,209,682**	**$ 9,209,682**	**$ 9,209,682**

TABLE 7 : OPERATING EXPENSE FORECAST[1,3]

		Budget	Prop 218 Rate Period				
EXPENSES	***Basis***	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
UTILITY BILLING & SEWER							
Salaries & Benefits							
Salaries/Full-Time	*2*	142,387	149,506	156,982	164,831	173,072	181,726
Salaries/Part-Time	*2*	-	-	-	-	-	-
Salaries/Overtime	*2*	-	-	-	-	-	-
Salaries - Leave Payout	*2*	-	-	-	-	-	-
Salaries - Auto & Expense Allo.	*2*	68	71	75	79	83	87
Public Employees Retirement	*3*	16,404	17,224	18,085	18,990	19,939	20,936
Long Term Disability Insurance	*3*	484	508	534	560	588	618
Life Insurance Premiums	*3*	181	190	200	210	220	231
Workers Compensation Insurance	*3*	12,488	13,112	13,768	14,456	15,179	15,938
Medicare Tax - Employer's Share	*3*	2,054	2,157	2,265	2,378	2,497	2,621
Unfunded Accrued Liability	*3*	25,629	26,910	28,256	29,669	31,152	32,710
Deferred Comp/Part-Time	*3*	-	-	-	-	-	-
Deferred Comp/Full-Time	*3*	4,988	5,237	5,499	5,774	6,063	6,366
Unemployment Insurance	*3*	536	563	591	620	652	684
Section 125 Benefit Allowance	*3*	40,627	42,658	44,791	47,031	49,382	51,851
Subtotal		$ 245,846	$ 258,138	$ 271,045	$ 284,597	$ 298,827	$ 313,769
Materials & Services							
Telephone & Fax Charges	*3*	$ 4,000	$ 4,200	$ 4,410	$ 4,631	$ 4,862	$ 5,105
Advertising/Bids & Notices	*3*	250	263	276	289	304	319
Office Supplies/Expendable	*3*	2,500	2,625	2,756	2,894	3,039	3,191
Postage/Other Mailing Charge	*3*	20,000	21,000	22,050	23,153	24,310	25,526
Vehicle Fuel, Supplies & Maintenance	*5*	375	394	413	434	456	479
Contracted Services	*3*	15,000	15,750	16,538	17,364	18,233	19,144
Bank Service Charges	*3*	7,500	7,875	8,269	8,682	9,116	9,572
Conference/Training/Education	*3*	1,500	1,575	1,654	1,736	1,823	1,914
Subtotal		$ 51,125	$ 53,681	$ 56,365	$ 59,184	$ 62,143	$ 65,250
Interfund Charges							
Interfund Charges - Central Su.	*7*	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2
Interfund Charges - Admin Overhead	*7*	19,977	19,977	19,977	19,977	19,977	19,977
Interfund Charges - Computer Maintenance	*7*	16,606	16,606	16,606	16,606	16,606	16,606
Interfund Charges - Computer Replace.	*7*	3,743	3,743	3,743	3,743	3,743	3,743
Interfund Charges - Motor Rental	*7*	1,485	1,485	1,485	1,485	1,485	1,485
Subtotal		$ 41,813	$ 41,813	$ 41,813	$ 41,813	$ 41,813	$ 41,813

TABLE 8 : OPERATING EXPENSE FORECAST, cont.[1,3]

		Budget	Prop 218 Rate Period				
EXPENSES	***Basis***	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
Special Payments							
OPEB Obligation Expense	*3*	$ 825	$ 866	$ 910	$ 955	$ 1,003	$ 1,053
Pension Expense - GASB 68	*3*	36,553	38,381	40,300	42,315	44,430	46,652
Subtotal		$ 37,378	$ 39,247	$ 41,209	$ 43,270	$ 45,433	$ 47,705
Capital Outlay							
Vehicles & Equipment	*4*	$ 325	$ 335	$ 345	$ 355	$ 366	$ 377
Subtotal		$ 325	$ 335	$ 345	$ 355	$ 366	$ 377
Other Nonoperating Expense							
Bad Debt Expense	*4*	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal		$ -	$ -	$ -	$ -	$ -	$ -
Transfer Out							
Transfer Out - Insurance Reserve	*7*	$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695
Subtotal		$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695
Sub-Total: Utility Billing and Sewer		**$ 381,182**	**$ 397,909**	**$ 415,473**	**$ 433,914**	**$ 453,277**	**$ 473,608**

TABLE 9 : OPERATING EXPENSE FORECAST, cont.[1,3]

		Budget	Prop 218 Rate Period				
EXPENSES	***Basis***	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
SEWER MAINTENANCE & OPERATIONS							
Salaries & Benefits							
Salaries/Full-Time	*2*	$ 404,092	$ 424,297	$ 445,511	$ 467,787	$ 491,176	$ 515,735
Salaries/Part-Time	*2*	-	-	-	-	-	-
Salaries/Overtime	*2*	6,000	6,300	6,615	6,946	7,293	7,658
Salaries - Uniform Pay	*2*	1,150	1,208	1,268	1,331	1,398	1,468
Public Employees Retirement	*3*	55,156	57,914	60,809	63,850	67,042	70,395
Long Term Disability Insurance	*3*	1,332	1,399	1,469	1,542	1,619	1,700
Life Insurance Premiums	*3*	509	534	561	589	619	650
Workers Compensation Insurance	*3*	38,999	40,949	42,996	45,146	47,404	49,774
Medicare Tax - Employer's Share	*3*	6,288	6,602	6,933	7,279	7,643	8,025
Unfunded Accrued Liability	*3*	89,938	94,435	99,157	104,114	109,320	114,786
Deferred Comp/Part-Time	*3*	-	-	-	-	-	-
Deferred Comp/Full-Time	*3*	15,380	16,149	16,956	17,804	18,694	19,629
Unemployment Insurance	*3*	1,711	1,797	1,886	1,981	2,080	2,184
Section 125 Benefit Allowance	*3*	82,026	86,127	90,434	94,955	99,703	104,688
Subtotal		$ 702,581	$ 737,710	$ 774,596	$ 813,325	$ 853,992	$ 896,691

TABLE 10 : OPERATING EXPENSE FORECAST, cont.[1,3]

		Budget	Prop 218 Rate Period				
EXPENSES	***Basis***	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
Materials & Services							
Gas & Electric Utilities	*6*	$ 34,000	$ 35,700	$ 37,485	$ 39,359	$ 41,327	$ 43,394
Telephone & Fax Charges	*4*	5,000	5,150	5,305	5,464	5,628	5,796
Advertising/Bids & Notices	*4*	1,500	1,545	1,591	1,639	1,688	1,739
Office Supplies/Expendable	*4*	3,000	3,090	3,183	3,278	3,377	3,478
Vehicle Fuel, Supplies & Maintenance	*5*	18,500	19,425	20,396	21,416	22,487	23,611
Contracted Services	*4*	25,000	25,750	26,523	27,318	28,138	28,982
Taxes & Assessments	*4*	12,000	12,360	12,731	13,113	13,506	13,911
Conference/Training/Education	*4*	4,300	4,429	4,562	4,699	4,840	4,985
Maintenance/Other Supplies	*4*	60,000	61,800	63,654	65,564	67,531	69,556
Subtotal		$ 163,300	$ 169,249	$ 175,429	$ 181,849	$ 188,520	$ 195,452
Interfund Charges							
Interfund Charges - Facility Maintenance	*7*	$ 70,859	$ 70,859	$ 70,859	$ 70,859	$ 70,859	$ 70,859
Interfund Charges - Central Su.	*7*	6,055	6,055	6,055	6,055	6,055	6,055
Interfund Charges - Cost Distr.	*7*	112,903	112,903	112,903	112,903	112,903	112,903
Interfund Charges - Admin Overhead	*7*	75,406	75,406	75,406	75,406	75,406	75,406
Interfund Charges - Vehicle Replacement	*7*	95,025	95,025	95,025	95,025	95,025	95,025
Interfund Charges - Vehicle Maintenance	*7*	48,931	48,931	48,931	48,931	48,931	48,931
Interfund Charges - Computer Maintenance	*7*	28,277	28,277	28,277	28,277	28,277	28,277
Interfund Charges - Computer Replace.	*7*	6,233	6,233	6,233	6,233	6,233	6,233
Interfund Charges - Software	*7*	131	131	131	131	131	131
Interfund Charges - Motor Rental	*7*	5,007	5,007	5,007	5,007	5,007	5,007
Subtotal		$ 448,827	$ 448,827	$ 448,827	$ 448,827	$ 448,827	$ 448,827
Special Payments							
Liability/Property Insurance	*3*	$ 27,894	$ 29,289	$ 30,753	$ 32,291	$ 33,905	$ 35,601
Retiree Insurance Premiums	*3*	1,994	2,094	2,198	2,308	2,424	2,545
OPEB Obligation Expense	*3*	22,696	23,831	25,022	26,273	27,587	28,966
Pension Expense - GASB 68	*3*	104,245	109,457	114,930	120,677	126,710	133,046
Subtotal		$ 156,829	$ 164,670	$ 172,904	$ 181,549	$ 190,627	$ 200,158
Capital Outlay							
Vehicles & Equipment	*7*	$ 461	$ 461	$ 461	$ 461	$ 461	$ 461
Subtotal		$ 461	$ 461	$ 461	$ 461	$ 461	$ 461
Transfer Out							
Transfer Out - Insurance Reserve	*7*	$ 14,001	$ 14,001	$ 14,001	$ 14,001	$ 14,001	$ 14,001
Subtotal		$ 14,001	$ 14,001	$ 14,001	$ 14,001	$ 14,001	$ 14,001
Sub-Total: Sewer Maintenance & Operations		**$ 1,485,999**	**$ 1,534,919**	**$ 1,586,217**	**$ 1,640,013**	**$ 1,696,428**	**$ 1,755,590**
Depreciation (Non-cash item left out of analysis)[4]							
Depreciation	*7*	$ 33,268	$ 33,268	$ 33,268	$ 33,268	$ 33,268	$ 33,268
Subtotal		$ 33,268	$ 33,268	$ 33,268	$ 33,268	$ 33,268	$ 33,268

TABLE 11 : OPERATING EXPENSE FORECAST, cont.[1,3]

		Budget	Prop 218 Rate Period				
EXPENSES	***Basis***	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
WATER WASTE TREATMENT PLANT							
Salaries & Benefits							
Salaries/Full-Time	*2*	$ 804,350	$ 844,568	$ 886,796	$ 931,136	$ 977,692	$ 1,026,577
Salaries/Part-Time	*2*	-	-	-	-	-	-
Salaries/Overtime	*2*	15,000	15,750	16,538	17,364	18,233	19,144
Salaries - Leave Payout	*2*	-	-	-	-	-	-
Salaries - Uniform Pay	*2*	1,400	1,470	1,544	1,621	1,702	1,787
Public Employees Retirement	*3*	95,222	99,983	104,982	110,231	115,743	121,530
Long Term Disability Insurance	*3*	2,283	2,397	2,517	2,643	2,775	2,914
Life Insurance Premiums	*3*	838	880	924	970	1,019	1,070
Workers Compensation Insurance	*3*	77,919	81,815	85,906	90,201	94,711	99,447
Medicare Tax - Employer's Share	*3*	12,405	13,025	13,677	14,360	15,078	15,832
Unfunded Accrued Liability	*3*	140,106	147,111	154,467	162,190	170,300	178,815
Deferred Comp/Part-Time	*3*	-	-	-	-	-	-
Deferred Comp/Full-Time	*3*	28,199	29,609	31,089	32,644	34,276	35,990
Unemployment Insurance	*3*	2,625	2,756	2,894	3,039	3,191	3,350
Section 125 Benefit Allowance	*3*	170,991	179,541	188,518	197,943	207,841	218,233
Subtotal		$ 1,351,338	$ 1,418,905	$ 1,489,850	$ 1,564,343	$ 1,642,560	$ 1,724,688
Materials & Services							
Gas & Electric Utilities	*6*	$ 671,410	$ 704,981	$ 740,230	$ 777,241	$ 816,103	$ 856,908
Telephone & Fax Charges	*4*	7,500	7,725	7,957	8,195	8,441	8,695
Advertising/Other	*4*	12,510	12,885	13,272	13,670	14,080	14,503
Office Supplies/Expendable	*4*	3,500	3,605	3,713	3,825	3,939	4,057
Mileage Reimbursements	*4*	502	517	533	549	565	582
Vehicle Fuel, Supplies & Maintenance	*5*	16,000	16,800	17,640	18,522	19,448	20,421
Contracted Services	*4*	312,000	321,360	331,001	340,931	351,159	361,694
Taxes & Assessments	*4*	41,000	42,230	43,497	44,802	46,146	47,530
Conference/Training/Education	*4*	15,000	15,450	15,914	16,391	16,883	17,389
Maintenance/Other Supplies	*4*	270,000	278,100	286,443	295,036	303,887	313,004
Subtotal		$ 1,349,422	$ 1,403,653	$ 1,460,198	$ 1,519,161	$ 1,580,651	$ 1,644,782
Interfund Charges							
Interfund Charges - Facility Maintenance	*7*	$ 180,641	$ 180,641	$ 180,641	$ 180,641	$ 180,641	$ 180,641
Interfund Charges - Central Su.	*7*	2,677	2,677	2,677	2,677	2,677	2,677
Interfund Charges - Admin Overhead	*7*	365,815	365,815	365,815	365,815	365,815	365,815
Interfund Charges - Vehicle Replacement	*7*	70,708	70,708	70,708	70,708	70,708	70,708
Interfund Charges - Vehicle Maintenance	*7*	64,251	64,251	64,251	64,251	64,251	64,251
Interfund Charges - Computer Maintenance	*7*	26,810	26,810	26,810	26,810	26,810	26,810
Interfund Charges - Computer Replace.	*7*	5,821	5,821	5,821	5,821	5,821	5,821
Interfund Charges - Software	*7*	782	782	782	782	782	782
Subtotal		$ 717,505	$ 717,505	$ 717,505	$ 717,505	$ 717,505	$ 717,505

TABLE 12 : OPERATING EXPENSE FORECAST, cont.[1,3]

		Budget	Prop 218 Rate Period				
EXPENSES	***Basis***	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
Special Payments							
Liability/Property Insurance	*3*	$ 305,799	$ 321,089	$ 337,143	$ 354,001	$ 371,701	$ 390,286
OPEB Obligation Expense	*3*	28,676	30,110	31,615	33,196	34,856	36,599
Pension Expense - GASB 68	*3*	188,455	197,878	207,772	218,160	229,068	240,522
Subtotal		$ 522,930	$ 549,077	$ 576,530	$ 605,357	$ 635,625	$ 667,406
Capital Outlay							
Vehicles & Equipment	*4*	$ 13,299	$ 13,698	$ 14,109	$ 14,532	$ 14,968	$ 15,417
Subtotal		$ 13,299	$ 13,698	$ 14,109	$ 14,532	$ 14,968	$ 15,417
Transfer Out							
Transfer Out - Insurance Reserve	*7*	$ 26,269	$ 26,269	$ 26,269	$ 26,269	$ 26,269	$ 26,269
Subtotal		$ 26,269	$ 26,269	$ 26,269	$ 26,269	$ 26,269	$ 26,269
Sub-Total: Water Waste Treatment Plant		**$ 3,980,763**	**$ 4,129,106**	**$ 4,284,461**	**$ 4,447,167**	**$ 4,617,578**	**$ 4,796,067**
Depreciation (Non-cash item left out of analysis)[4]							
Depreciation	*7*	$ 22,522	$ 22,522	$ 22,522	$ 22,522	$ 22,522	$ 22,522
Subtotal		$ 22,522	$ 22,522	$ 22,522	$ 22,522	$ 22,522	$ 22,522
GRAND TOTAL: SEWER OPERATING EXPENSES		**$ 5,847,944**	**$ 6,061,934**	**$ 6,286,151**	**$ 6,521,094**	**$ 6,767,283**	**$ 7,025,266**
Net Income		*$ 3,410,378*	*$ 3,147,748*	*$ 2,923,531*	*$ 2,688,588*	*$ 2,442,399*	*$ 2,184,416*

TABLE 13 : FORECASTING ASSUMPTIONS[3]

		Budget	Prop 218 Rate Period				
INFLATION FACTORS	***Basis***	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
Customer Growth	*1*	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Salaries	*2*	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Benefits	*3*	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
General Inflation	*4*	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Fuel	*5*	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Electricity	*6*	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
No Escalation	*7*	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

1. Revenue and expenses for FY 2019/20 through FY 2020/21 are from source file:*Enterprise Funds Budget 2020-21.pdf, pages 33-42.*
2. Interest income is calculated in the Financial Plan and excluded from this table.
3. Inflation factor values follow previous assumptions from 2015 Rate Study.
   Source file: Rate Study 2015.pdf, Table 1-1, Page 12.
4. Depreciation expense is not considered in this projection since it is not a cash expense.

TABLE 14 : CAPITAL FUNDING SUMMARY

CAPITAL FUNDING FORECAST	Budget	Projected				
Funding Sources:	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
Use of Development Impact Fee Reserve Fund[1]	*$ 160,000*	*$ -*	*$ -*	*$ 200,000*	*$ 1,000,000*	*$ 1,000,000*
Use of American Rescue Plan Proceeds[2]	2,089,500	5,630,000	2,020,000	1,600,000	4,660,500	
Use of Capital Expenditure Reserve Fund	-	1,191,375	128,528	434,548	3,208,637	2,729,448
Rate Revenue	1,090,000	-	-	-	-	700,015
Total Sources of Capital Funds	**$ 3,339,500**	**$ 6,821,375**	**$ 2,148,528**	**$ 2,234,548**	**$ 8,869,137**	**$ 4,429,463**

1. DIF reserve fund contributions from source: Sewer CIP ARPA.xlsx, with ARPA funding taken into account for eligible projects. These amounts keep DIF fund in financial plan from going negative.
2. The City was awarded American Rescue Plan Act funds in which $16 million is allocated to wastewater capital projects.

CITY OF MADERA **EXHIBIT 2**
SEWER RATE STUDY
Capital Improvement Plan Expenditures

CAPITAL IMPROVEMENT PROGRAM

TABLE 15 : CAPITAL IMPROVEMENT PROGRAM COSTS (IN CURRENT-YEAR DOLLARS)[3,4]

Project Description	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
GL ORG: 20403420						
CCTV Program				$ 150,000	$ 150,000	$ 150,000
SSMP Update Every 5 years - next is 2024						
SS-00000 Engineering Support for Sewer Projects	25,000	25,000	25,000	25,000	25,000	25,000
6804						
S-VI-002 -Sewer Line Video Inspection Services	100,000					
S-VI-002 -Sewer Line Video Inspection Services - Phase II		695,000				
Master Plan Update				300,000		
7030						
SS-00006 -Fairgrounds Lift Station	574,500					
SS-00010 -Airport Lift Station Pumps Replacement	150,000					
SS-00007 Airport Lift Station Force Main Study	20,000					
South Street Lift Station Recommendations			120,000			
North Airport Lift Station Recommendations		50,000				
7050						
S-STDY-1 -Sewer System Cond. Assess/Rehab	180,000					
S-STDY-2 Asset Management Software	75,000					
SS-00012 - Doubletree Sewer Laterals	325,000					
SS-00009 2018 Sewer Main Repair/Rehab Priority Lin	495,000	500,000				
SS-00008 2018 Sewer Manhole Restoration/Rehab	45,000	105,000				
SS-00014 - Avenue 13 Interceptor Sewer	400,000	5,000,000			2,900,000	
SS-00011 -Mainberry btwn Howard & Sunset Relocat	450,000					
S-000012-Schnoor Ave. Trunk Sewer System		80,000	500,000			
-Annual Depreciation Repair 1% of system per year			1,400,000	1,400,000	1,400,000	1,400,000
Wastewater Treatment Plant						
WWTP20-01 WDR Permit Renewal Project	500,000					
CV Salts Compliance						
WWTP 10.1 mgd Permit Requirements		200,000				
WWTP Nitrification/Denitrification						
WWTP Name Plate Deficiency -Influent Lift Station Expansion					260,000	2,340,000
WWTP Sludge Thickener Class B Solids or digester				200,000	3,300,000	
NexGen Maintenance Management Program						
Data Recording and Back-up						
Future Projects[4]						
Total: CIP Program Costs *(Current-Year Dollars)*	**$ 3,339,500**	**$ 6,655,000**	**$ 2,045,000**	**$ 2,075,000**	**$ 8,035,000**	**$ 3,915,000**

3. CIP expenses found in source files: *Sewer CIP ARPA.xlsx*
4. Future projects, beyond FY2030/31 are estimated at the average of rate-funded capital projects in FY 2020/21-2031/32.

TABLE 16 : CAPITAL IMPROVEMENT PROGRAM COSTS (IN FUTURE-YEAR DOLLARS), CONTINUED

Project Description	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
GL ORG: 20403420						
CCTV Program	$ -	$ -	$ -	$ 161,534	$ 165,572	$ 169,711
SSMP Update Every 5 years - next is 2024	-	-	-	-	-	-
SS-00000 Engineering Support for Sewer Projects	25,000	25,625	26,266	26,922	27,595	28,285
6804	-	-	-	-	-	-
S-VI-002 -Sewer Line Video Inspection Services	100,000	-	-	-	-	-
S-VI-002 -Sewer Line Video Inspection Services - Ph	-	712,375	-	-	-	-
Master Plan Update	-	-	-	323,067	-	-
7030	-	-	-	-	-	-
SS-00006 -Fairgrounds Lift Station	574,500	-	-	-	-	-
SS-00010 -Airport Lift Station Pumps Replacement	150,000	-	-	-	-	-
SS-00007 Airport Lift Station Force Main Study	20,000	-	-	-	-	-
South Street Lift Station Recommendations	-	-	126,075	-	-	-
North Airport Lift Station Recommendations	-	51,250	-	-	-	-
7050	-	-	-	-	-	-
S-STDY-1 -Sewer System Cond. Assess/Rehab	180,000	-	-	-	-	-
S-STDY-2 Asset Management Software	75,000	-	-	-	-	-
SS-00012 - Doubletree Sewer Laterals	325,000	-	-	-	-	-
SS-00009 2018 Sewer Main Repair/Rehab Priority L	495,000	512,500	-	-	-	-
SS-00008 2018 Sewer Manhole Restoration/Rehab	45,000	107,625	-	-	-	-
SS-00014 - Avenue 13 Interceptor Sewer	400,000	5,125,000	-	-	3,201,057	-
SS-00011 -Mainberry btwn Howard & Sunset Reloc	450,000	-	-	-	-	-
S-000012-Schnoor Ave. Trunk Sewer System	-	82,000	525,313	-	-	-
-Annual Depreciation Repair 1% of system per yea	-	-	1,470,875	1,507,647	1,545,338	1,583,971
Wastewater Treatment Plant	-	-	-	-	-	-
WWTP20-01 WDR Permit Renewal Project	500,000	-	-	-	-	-
CV Salts Compliance	-	-	-	-	-	-
WWTP 10.1 mgd Permit Requirements	-	205,000	-	-	-	-
WWTP Nitrification/Denitrification	-	-	-	-	-	-
WWTP Name Plate Deficiency -Influent Lift Station	-	-	-	-	286,991	2,647,495
WWTP Sludge Thickener Class B Solids or digester	-	-	-	215,378	3,642,583	-
NexGen Maintenance Management Program	-	-	-	-	-	-
Data Recording and Back-up	-	-	-	-	-	-
Future Projects [4]	-	-	-	-	-	-
Total: CIP Program Costs *(Future-Year Dollars)*	**$ 3,339,500**	**$ 6,821,375**	**$ 2,148,528**	**$ 2,234,548**	**$ 8,869,137**	**$ 4,429,463**

4. Future projects, beyond FY2030/31 are estimated at the average of rate-funded capital projects in FY 2020/21-2031/32.

TABLE 17 : FORECASTING ASSUMPTIONS

Economic Variables	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Annual Construction Cost Inflation, Per Engineering News Record[5]	*0.00%*	*2.50%*	*2.50%*	*2.50%*	*2.50%*	*2.50%*
Cumulative Construction Cost Multiplier from FY 2020/21	*1.00*	*1.03*	*1.05*	*1.08*	*1.10*	*1.13*

5. Construction inflator is based on the most current 10 year average of the Engineering News-Record Construction Cost Index. Source: www.enr.com/economics (August 2010 to August 2020).

TABLE 18 : EXISTING DEBT OBLIGATIONS

CURRENT DISTRICT DEBT OBLIGATIONS						
Annual Repayment Schedules:	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
2015 Wastewater Revenue Bonds ($28,8115,000)[1]						
Principal Payment	$ 1,120,000	$ 1,165,000	$ 1,210,000	$ 1,250,000	$ 1,300,000	$ 1,350,000
Interest Payment	886,150	844,710	801,605	756,835	710,585	662,485
Subtotal: Annual Debt Service	**$ 2,006,150**	**$ 2,009,710**	**$ 2,011,605**	**$ 2,006,835**	**$ 2,010,585**	**$ 2,012,485**
Coverage Requirement ($-Amnt above annual payment)	120%	120%	120%	120%	120%	120%
Reserve Requirement	$ -	$ -	$ -	$ -	$ -	$ -
2021 BBVA Loan ($10,000,000) - Refinanced[2]						
Principal Payment	$ 331,996	$ 372,000	$ 379,000	$ 387,000	$ 395,000	$ 404,000
Interest Payment	196,592	150,626	142,443	133,213	123,790	114,162
Subtotal: Annual Debt Service	**$ 528,588**	**$ 522,626**	**$ 521,443**	**$ 520,213**	**$ 518,790**	**$ 518,162**
Coverage Requirement ($-Amnt above annual payment)	120%	120%	120%	120%	120%	120%
Reserve Requirement	$ -	$ -	$ -	$ -	$ -	$ -

1. 2015 Wastewater Revenue Bonds refund the 2006 Wastewater Revenue Bonds. Source files: *Wastewater_Refunding 2015 Amortization Schedule.pdf, Wastewater_* 2015 wastewater refunding bond is due to mature in 2036.
2. 2021 BBVA Loan issued 02/01/2021. Loan refinanced and prop 218 rate period debt service updated per City notes 05.05.21.

TABLE 19 : EXISTING ANNUAL DEBT OBLIGATIONS TO BE SATISFIED BY SEWER RATES

Existing Annual Debt Service	***$ 2,534,738***	***$ 2,532,336***	***$ 2,533,048***	***$ 2,527,048***	***$ 2,529,375***	***$ 2,530,647***
Existing Annual Coverage Requirement	***1.20***	***1.20***	***1.20***	***1.20***	***1.20***	***1.20***
Existing Debt Reserve Target	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***

CITY OF MADERA **EXHIBIT 4**
SEWER RATE STUDY
Projected Water Rates Under Existing Rate Schedule

TABLE 20 : CURRENT SEWER RATE SCHEDULE

Current Monthly Sewer Service Fee[1]		FYE 2020
Residential Flat Rates		
	Monthly Fixed Charge	$42.75
Multi-Residential Rates		
	Monthly Fixed Charge	$27.77
Non-Residential Rates		
	Monthly Fixed Service Charge	$19.02
Non Residential Discharge Rates		
	CAR DLR & Dept/Ret	$2.30
	Game	$3.46
	GROC/MOR	$5.04
	HOSP/CON	$2.28
	HOTEL/WO	$2.28
	LIB/CHUR	$2.25
	Lt. Manufacturing	$3.51
	PROF BLD	$2.28
	RESTAURANT	$5.22
	SCHOOLS	$2.38
	STRP/MAL	$3.52
	WRHSE	$3.51
Non-Metered Non Residential Flat Rates		
CAR DLR & Dept/Ret	SEWER USE/BLDG/1000	$19.01
CAR SERV	SEWER USE/BAYS	$16.45
Game	SEWER USE/BLDG/1000	$57.63
GROC/MOR	SEWER USE/BLDG/1000	$33.80
HOSP/CON	SEWER USE/BEDS	$15.83
HOTEL/W	SEWER USE/ROOMS	$35.15
HOTEL/WO	SEWER USE/ROOMS	$20.59
LIB/CHUR	SEWER USE/SEATING	$0.50
OPN/AIR	SEWER USE/SEATING	$0.12
PROF BLD	SEWER USE/BLDG/1000	$38.02
REST IN	SEWER USE/SEATING	$7.02
REST OUT	SEWER USE/BLDG/1000	$70.22
SCHOOLS	SEWER USE/STUDENTS	$1.58
STRP/MAL	SEWER USE/BLDG/1000	$41.16
WRHSE	SEWER USE/BLDG/1000	$2.55
High Industrial User Rates[2]		
	Rate per MG of Flow	$1,234.50
	Rate per 1,000 lbs. of BOD	$410.00
	Rate per 1,000 lbs. of TSS	$340.00

1. Sewer rates for fiscal year ending 2020 are found in source file: *2142_001 Sewer Rates 2016-2020.pdf.*
2. The City currently does not have high industrial users, however these will be the applicable charges.

TABLE 21 : CLASSIFICATION OF EXPENSES FOR COST OF SERVICE ANALYSIS

Classification of Expenses[1]									
Budget Categories	Total Revenue	Flow	Strength		Customer	Basis of Classification			
	FY 2023/24	(VOL)	(BOD)	(TSS)	(CA)	(VOL)	(BOD)	(TSS)	(CA)
Sewer Fund									
UTILITY BILLING & SEWER									
Salaries & Benefits									
Salaries/Full-Time	$ 164,831	$ -	$ -	$ -	$ 164,831	0%	0%	0%	100%
Salaries - Auto & Expense Allo.	79	-	-	-	79	0%	0%	0%	100%
Public Employees Retirement	18,990	-	-	-	18,990	0%	0%	0%	100%
Long Term Disability Insurance	560	-	-	-	560	0%	0%	0%	100%
Life Insurance Premiums	210	-	-	-	210	0%	0%	0%	100%
Workers Compensation Insurance	14,456	-	-	-	14,456	0%	0%	0%	100%
Medicare Tax - Employer's Share	2,378	-	-	-	2,378	0%	0%	0%	100%
Unfunded Accrued Liability	29,669	-	-	-	29,669	0%	0%	0%	100%
Deferred Comp/Full-Time	5,774	-	-	-	5,774	0%	0%	0%	100%
Unemployment Insurance	620	-	-	-	620	0%	0%	0%	100%
Section 125 Benefit Allowance	47,031	-	-	-	47,031	0%	0%	0%	100%
Subtotal	$ 284,597	$ -	$ -	$ -	$ 284,597				
Materials & Services									
Telephone & Fax Charges	$ 4,631	$ -	$ -	$ -	$ 4,631	0%	0%	0%	100%
Advertising/Bids & Notices	289	-	-	-	289	0%	0%	0%	100%
Office Supplies/Expendable	2,894	-	-	-	2,894	0%	0%	0%	100%
Postage/Other Mailing Charge	23,153	-	-	-	23,153	0%	0%	0%	100%
Vehicle Fuel, Supplies & Maintenance	434	-	-	-	434	0%	0%	0%	100%
Contracted Services	17,364	-	-	-	17,364	0%	0%	0%	100%
Bank Service Charges	8,682	-	-	-	8,682	0%	0%	0%	100%
Conference/Training/Education	1,736	-	-	-	1,736	0%	0%	0%	100%
Subtotal	$ 59,184	$ -	$ -	$ -	$ 59,184				
Interfund Charges									
Interfund Charges - Central Su.	$ 2	$ -	$ -	$ -	$ 2	0%	0%	0%	100%
Interfund Charges - Admin Overhead	19,977	-	-	-	19,977	0%	0%	0%	100%
Interfund Charges - Computer Maintenance	16,606	-	-	-	16,606	0%	0%	0%	100%
Interfund Charges - Computer Replace.	3,743	-	-	-	3,743	0%	0%	0%	100%
Interfund Charges - Motor Rental	1,485	-	-	-	1,485	0%	0%	0%	100%
Subtotal	$ 41,813	$ -	$ -	$ -	$ 41,813				

TABLE 22 : CLASSIFICATION OF EXPENSES FOR COST OF SERVICE ANALYSIS

Classification of Expenses[1]									
Budget Categories	Total Revenue	Flow	Strength		Customer	Basis of Classification			
	FY 2023/24	(VOL)	(BOD)	(TSS)	(CA)	(VOL)	(BOD)	(TSS)	(CA)
Sewer Fund									
Special Payments									
OPEB Obligation Expense	$ 955	$ -	$ -	$ -	$ 955	0%	0%	0%	100%
Pension Expense - GASB 68	42,315	-	-	-	42,315	0%	0%	0%	100%
Subtotal	$ 43,270	$ -	$ -	$ -	$ 43,270				
Capital Outlay									
Vehicles & Equipment	$ 355	$ -	$ -	$ -	$ 355	0%	0%	0%	100%
Subtotal	$ 355	$ -	$ -	$ -	$ 355				
Transfer Out									
Transfer Out - Insurance Reserve	$ 4,695	$ -	$ -	$ -	$ 4,695	0%	0%	0%	100%
Subtotal	$ 4,695	$ -	$ -	$ -	$ 4,695				
Sub-Total: Utility Billing and Sewer	**$ 433,914**	**$ -**	**$ -**	**$ -**	**$ 433,914**	**0%**	**0%**	**0%**	**100%**

TABLE 23 : CLASSIFICATION OF EXPENSES FOR COST OF SERVICE ANALYSIS

Classification of Expenses Continued[1]									
Budget Categories	Total Revenue	Flow	Strength		Customer	Basis of Classification			
	FY 2023/24	(VOL)	(BOD)	(TSS)	(CA)	(VOL)	(BOD)	(TSS)	(CA)
Sewer Fund									
SEWER MAINTENANCE & OPERATIONS									
Salaries & Benefits									
Salaries/Full-Time	$ 467,787	$ 187,115	$ 46,779	$ 46,779	$ 187,115	40%	10%	10%	40%
Salaries/Overtime	6,946	2,778	695	695	2,778	40%	10%	10%	40%
Salaries - Uniform Pay	1,331	533	133	133	533	40%	10%	10%	40%
Public Employees Retirement	63,850	25,540	6,385	6,385	25,540	40%	10%	10%	40%
Long Term Disability Insurance	1,542	617	154	154	617	40%	10%	10%	40%
Life Insurance Premiums	589	236	59	59	236	40%	10%	10%	40%
Workers Compensation Insurance	45,146	18,058	4,515	4,515	18,058	40%	10%	10%	40%
Medicare Tax - Employer's Share	7,279	2,912	728	728	2,912	40%	10%	10%	40%
Unfunded Accrued Liability	104,114	41,646	10,411	10,411	41,646	40%	10%	10%	40%
Deferred Comp/Full-Time	17,804	7,122	1,780	1,780	7,122	40%	10%	10%	40%
Unemployment Insurance	1,981	792	198	198	792	40%	10%	10%	40%
Section 125 Benefit Allowance	94,955	37,982	9,496	9,496	37,982	40%	10%	10%	40%
Subtotal	$ 813,325	$ 325,330	$ 81,333	$ 81,333	$ 325,330				
Materials & Services									
Gas & Electric Utilities	$ 39,359	$ 15,744	$ 3,936	$ 3,936	$ 15,744	40%	10%	10%	40%
Telephone & Fax Charges	5,464	2,185	546	546	2,185	40%	10%	10%	40%
Advertising/Bids & Notices	1,639	656	164	164	656	40%	10%	10%	40%
Office Supplies/Expendable	3,278	1,311	328	328	1,311	40%	10%	10%	40%
Vehicle Fuel, Supplies & Maintenance	21,416	8,566	2,142	2,142	8,566	40%	10%	10%	40%
Contracted Services	27,318	10,927	2,732	2,732	10,927	40%	10%	10%	40%
Taxes & Assessments	13,113	5,245	1,311	1,311	5,245	40%	10%	10%	40%
Conference/Training/Education	4,699	1,879	470	470	1,879	40%	10%	10%	40%
Maintenance/Other Supplies	65,564	26,225	6,556	6,556	26,225	40%	10%	10%	40%
Subtotal	$ 181,849	$ 72,740	$ 18,185	$ 18,185	$ 72,740				

TABLE 24 : CLASSIFICATION OF EXPENSES FOR COST OF SERVICE ANALYSIS

Classification of Expenses Continued[1]									
Budget Categories	Total Revenue	Flow	Strength		Customer	Basis of Classification			
	FY 2023/24	(VOL)	(BOD)	(TSS)	(CA)	(VOL)	(BOD)	(TSS)	(CA)
Sewer Fund									
Interfund Charges									
Interfund Charges - Facility Maintenance	$ 70,859	$ 28,344	$ 7,086	$ 7,086	$ 28,344	40%	10%	10%	40%
Interfund Charges - Central Su.	6,055	2,422	606	606	2,422	40%	10%	10%	40%
Interfund Charges - Cost Distr.	112,903	45,161	11,290	11,290	45,161	40%	10%	10%	40%
Interfund Charges - Admin Overhead	75,406	30,162	7,541	7,541	30,162	40%	10%	10%	40%
Interfund Charges - Vehicle Replacement	95,025	38,010	9,503	9,503	38,010	40%	10%	10%	40%
Interfund Charges - Vehicle Maintenance	48,931	19,572	4,893	4,893	19,572	40%	10%	10%	40%
Interfund Charges - Computer Maintenance	28,277	11,311	2,828	2,828	11,311	40%	10%	10%	40%
Interfund Charges - Computer Replace.	6,233	2,493	623	623	2,493	40%	10%	10%	40%
Interfund Charges - Software	131	52	13	13	52	40%	10%	10%	40%
Interfund Charges - Motor Rental	5,007	2,003	501	501	2,003	40%	10%	10%	40%
Subtotal	$ 448,827	$ 179,531	$ 44,883	$ 44,883	$ 179,531				
Special Payments									
Liability/Property Insurance	$ 32,291	$ 12,916	$ 3,229	$ 3,229	$ 12,916	40%	10%	10%	40%
Retiree Insurance Premiums	2,308	923	231	231	923	40%	10%	10%	40%
OPEB Obligation Expense	26,273	10,509	2,627	2,627	10,509	40%	10%	10%	40%
Pension Expense - GASB 68	120,677	48,271	12,068	12,068	48,271	40%	10%	10%	40%
Subtotal	$ 181,549	$ 72,620	$ 18,155	$ 18,155	$ 72,620				
Capital Outlay									
Vehicles & Equipment	$ 461	$ 369	$ 46	$ 46	$ -	80%	10%	10%	0%
Subtotal	$ 461	$ 369	$ 46	$ 46	$ -				
Transfer Out									
Transfer Out - Insurance Reserve	$ 14,001	$ 5,600	$ 1,400	$ 1,400	$ 5,600	40%	10%	10%	40%
Subtotal	$ 14,001	5,600	1,400	1,400	5,600				
Sub-Total: Sewer Maintenance & Operations	**$ 1,640,013**	**$ 656,190**	**$ 164,001**	**$ 164,001**	**$ 655,821**	**40%**	**10%**	**10%**	**40%**

TABLE 25 : CLASSIFICATION OF EXPENSES FOR COST OF SERVICE ANALYSIS

Classification of Expenses Continued[1]									
Budget Categories	Total Revenue	Flow	Strength		Customer	Basis of Classification			
	FY 2023/24	(VOL)	(BOD)	(TSS)	(CA)	(VOL)	(BOD)	(TSS)	(CA)
Sewer Fund									
WATER WASTE TREATMENT PLANT									
Salaries & Benefits									
Salaries/Full-Time	$ 931,136	$ 186,227	$ 232,784	$ 232,784	$ 279,341	20%	25%	25%	30%
Salaries/Overtime	17,364	3,473	4,341	4,341	5,209	20%	25%	25%	30%
Salaries - Uniform Pay	1,621	324	405	405	486	20%	25%	25%	30%
Public Employees Retirement	110,231	22,046	27,558	27,558	33,069	20%	25%	25%	30%
Long Term Disability Insurance	2,643	529	661	661	793	20%	25%	25%	30%
Life Insurance Premiums	970	194	243	243	291	20%	25%	25%	30%
Workers Compensation Insurance	90,201	18,040	22,550	22,550	27,060	20%	25%	25%	30%
Medicare Tax - Employer's Share	14,360	2,872	3,590	3,590	4,308	20%	25%	25%	30%
Unfunded Accrued Liability	162,190	32,438	40,548	40,548	48,657	20%	25%	25%	30%
Deferred Comp/Full-Time	32,644	6,529	8,161	8,161	9,793	20%	25%	25%	30%
Unemployment Insurance	3,039	608	760	760	912	20%	25%	25%	30%
Section 125 Benefit Allowance	197,943	39,589	49,486	49,486	59,383	20%	25%	25%	30%
Subtotal	$ 1,564,343	$ 312,869	$ 391,086	$ 391,086	$ 469,303				
Materials & Services									
Gas & Electric Utilities	$ 777,241	$ 155,448	$ 194,310	$ 194,310	$ 233,172	20%	25%	25%	30%
Telephone & Fax Charges	8,195	1,639	2,049	2,049	2,459	20%	25%	25%	30%
Advertising/Other	13,670	2,734	3,418	3,418	4,101	20%	25%	25%	30%
Office Supplies/Expendable	3,825	765	956	956	1,147	20%	25%	25%	30%
Mileage Reimbursements	549	110	137	137	165	20%	25%	25%	30%
Vehicle Fuel, Supplies & Maintenance	18,522	3,704	4,631	4,631	5,557	20%	25%	25%	30%
Contracted Services	340,931	68,186	85,233	85,233	102,279	20%	25%	25%	30%
Taxes & Assessments	44,802	8,960	11,200	11,200	13,441	20%	25%	25%	30%
Conference/Training/Education	16,391	3,278	4,098	4,098	4,917	20%	25%	25%	30%
Maintenance/Other Supplies	295,036	59,007	73,759	73,759	88,511	20%	25%	25%	30%
Subtotal	$ 1,519,161	$ 303,832	$ 379,790	$ 379,790	$ 455,748				

TABLE 26 : CLASSIFICATION OF EXPENSES FOR COST OF SERVICE ANALYSIS

Classification of Expenses Continued[1]									
Budget Categories	Total Revenue	Flow	Strength		Customer	Basis of Classification			
	FY 2023/24	(VOL)	(BOD)	(TSS)	(CA)	(VOL)	(BOD)	(TSS)	(CA)
Sewer Fund									
Interfund Charges									
Interfund Charges - Facility Maintenance	$ 180,641	$ 36,128	$ 45,160	$ 45,160	$ 54,192	20%	25%	25%	30%
Interfund Charges - Central Su.	2,677	535	669	669	803	20%	25%	25%	30%
Interfund Charges - Admin Overhead	365,815	73,163	91,454	91,454	109,745	20%	25%	25%	30%
Interfund Charges - Vehicle Replacement	70,708	14,142	17,677	17,677	21,212	20%	25%	25%	30%
Interfund Charges - Vehicle Maintenance	64,251	12,850	16,063	16,063	19,275	20%	25%	25%	30%
Interfund Charges - Computer Maintenance	26,810	5,362	6,703	6,703	8,043	20%	25%	25%	30%
Interfund Charges - Computer Replace.	5,821	1,164	1,455	1,455	1,746	20%	25%	25%	30%
Interfund Charges - Software	782	156	196	196	235	20%	25%	25%	30%
Subtotal	$ 717,505	$ 143,501	$ 179,376	$ 179,376	$ 215,252				
Special Payments									
Liability/Property Insurance	$ 354,001	$ 70,800	$ 88,500	$ 88,500	$ 106,200	20%	25%	25%	30%
OPEB Obligation Expense	33,196	6,639	8,299	8,299	9,959	20%	25%	25%	30%
Pension Expense - GASB 68	218,160	43,632	54,540	54,540	65,448	20%	25%	25%	30%
Subtotal	$ 605,357	$ 121,071	$ 151,339	$ 151,339	$ 181,607				
Capital Outlay									
Vehicles & Equipment	14,532	2,906	3,633	3,633	4,360	20%	25%	25%	30%
Subtotal	$ 14,532	$ 2,906	$ 3,633	$ 3,633	$ 4,360				
Transfer Out									
Transfer Out - Insurance Reserve	$ 26,269	$ 5,254	$ 6,567	$ 6,567	$ 7,881	20%	25%	25%	30%
Subtotal	$ 26,269	$ 5,254	$ 6,567	$ 6,567	$ 7,881				
Sub-Total: Water Waste Treatment Plant	**$ 4,447,167**	**$ 889,433**	**$ 1,111,792**	**$ 1,111,792**	**$ 1,334,150**	**20%**	**25%**	**25%**	**30%**
Total Operating Expense	**$ 6,521,094**	**$ 1,545,623**	**$ 1,275,793**	**$ 1,275,793**	**$ 2,423,885**	**23.7%**	**19.6%**	**19.6%**	**37.2%**

TABLE 27 : CLASSIFICATION OF EXPENSES FOR COST OF SERVICE ANALYSIS

Classification of Expenses Continued[1]									
Budget Categories	Total Revenue	Flow	Strength		Customer	Basis of Classification			
	FY 2023/24	(VOL)	(BOD)	(TSS)	(CA)	(VOL)	(BOD)	(TSS)	(CA)
Debt Services									
Existing Debt Service	$ 2,527,048	$ 598,958	$ 494,394	$ 494,394	$ 939,301	24%	20%	20%	37%
New Debt Service	-	-	-	-	-	24%	20%	20%	37%
Capital Expenditures									
Rate-Funded Capital Expenses	$ -	$ -	$ -	$ -	$ -	24%	20%	20%	37%
TOTAL REVENUE REQUIREMENTS	**$ 9,048,142**	**$ 2,144,581**	**$ 1,770,187**	**$ 1,770,187**	**$ 3,363,186**	**24%**	**20%**	**20%**	**37%**
Less: Non-Rate Revenues									
Sewer Rate Revenue									
Septic Dump Income	$ (310,641)	$ (73,628)	$ (60,774)	$ (60,774)	$ (115,465)	24%	20%	20%	37%
Water Capital Fee	(1,183)	(280)	(231)	(231)	(440)	24%	20%	20%	37%
Other Fees	(145,734)	(34,542)	(28,512)	(28,512)	(54,169)	24%	20%	20%	37%
Refunds	(1,864)	(442)	(365)	(365)	(693)	24%	20%	20%	37%
Taxes & Licenses	(87,300)	(20,692)	(17,079)	(17,079)	(32,449)	24%	20%	20%	37%
Other Income	(250,000)	(59,255)	(48,910)	(48,910)	(92,925)	24%	20%	20%	37%
Interest Income	(139,973)	(33,176)	(27,384)	(27,384)	(52,028)	24%	20%	20%	37%
NET REVENUE REQUIREMENTS	**$ 8,111,447**	**$ 1,922,567**	**$ 1,586,931**	**$ 1,586,931**	**$ 3,015,018**				
Allocation of Revenue Requirements	**100.0%**	**23.7%**	**19.6%**	**19.6%**	**37.2%**				

Adjustments to Classification of Expenses					
Adjustment to Current Rate Level:	**Total**	**(VOL)**	**(BOD)**	**(TSS)**	**(CA)**
Projected Sewer Rate Revenue at Current Rates	*$8,412,960*				
Projected Sewer Rate Increase	*5.00%*				
Projected Sewer Rate Increase ($)	*$1,326,093*				
Target Rate Rev. After Rate Increases[2]	*$9,739,053*				
Adjusted Net Revenue	**$ 9,739,053**	**$ 2,308,340**	**$ 1,905,358**	**$ 1,905,358**	**$ 3,619,997**
Percent of Revenue	*100.0%*	*23.7%*	*19.6%*	*19.6%*	*37.2%*

1. Revenue and expenses for FY 2020/21 are from source file: *Enterprise Funds Budget 2020-21.pdf, pages 33-42.*
2. Revenue from rate increases assumes an implementation date of April 1, 2022 and each July 1 annual there after.

TABLE 28 : CUSTOMER ALLOCATION FACTOR

Development of the CUSTOMER Allocation Factor				
Customer Class	Number of Accounts[1]	Percentage of Accounts	Number of Units[1]	Percentage of Units
Single-Family	12,361	**90.3%**	12,361	**75.3%**
Multi-Family	452	**3.3%**	3,183	**19.4%**
Commercial				
Auto Garage	39	**0.3%**	39	**0.2%**
Bakeries	5	**0.0%**	5	**0.0%**
Barber/Beauty	8	**0.1%**	8	**0.0%**
Bars	1	**0.0%**	1	**0.0%**
Car Wash	9	**0.1%**	9	**0.1%**
Church	40	**0.3%**	40	**0.2%**
Offices	630	**4.6%**	630	**3.8%**
Grocery	18	**0.1%**	18	**0.1%**
Hospitals	7	**0.1%**	7	**0.0%**
Hotel-Motel	7	**0.1%**	7	**0.0%**
Jails	2	**0.0%**	2	**0.0%**
Laundromat	9	**0.1%**	9	**0.1%**
School	24	**0.2%**	24	**0.1%**
Rec Facility	6	**0.0%**	6	**0.0%**
Restaurant	47	**0.3%**	47	**0.3%**
Service Station	7	**0.1%**	7	**0.0%**
Theater In	1	**0.0%**	1	**0.0%**
Industrial	16	**0.1%**	16	**0.1%**
Institutional	6	**0.0%**	6	**0.0%**
Total	**13,695**	**100%**	**16,426**	**100%**

1. Source files for accounts: December 2020: 2020 DEC MUNIS Billing_Manipulated.xlsx

TABLE 29 : VOLUME ALLOCATION FACTOR

Development of the VOLUME Allocation Factor[1]					
Customer Class	Number of Accounts	Winter Consumption Jan.-Mar. 2020 (hcf)	Annualized Winter Consumption (hcf)	Adjusted Annual Volume[2] (hcf)	Percentage of Volume
Single-Family	12,361	330,244	1,320,976	1,553,198	**62.39%**
Multi-Family	452	84,805	339,219	398,852	**16.02%**
Commercial					
Auto Garage	39	940	3,762	4,423	**0.18%**
Bakeries	5	238	951	1,119	**0.04%**
Barber/Beauty	8	334	1,336	1,571	**0.06%**
Bars	1	4	15	18	**0.00%**
Car Wash	9	3,498	13,993	16,453	**0.66%**
Church	40	2,952	11,806	13,882	**0.56%**
Offices	630	57,375	229,498	269,843	**10.84%**
Grocery	18	6,394	25,574	30,070	**1.21%**
Hospitals	7	2,401	9,605	11,293	**0.45%**
Hotel-Motel	7	2,820	11,280	13,263	**0.53%**
Jails	2	638	2,553	3,001	**0.12%**
Laundromat	9	2,480	9,921	11,665	**0.47%**
School	24	18,849	75,397	88,651	**3.56%**
Rec Facility	6	437	1,746	2,053	**0.08%**
Restaurant	47	5,998	23,991	28,209	**1.13%**
Service Station	7	722	2,887	3,394	**0.14%**
Theater In	1	208	830	976	**0.04%**
Industrial	16	7,562	30,247	35,565	**1.43%**
Institutional	6	432	1,727	2,030	**0.08%**
Total	**13,695**	**529,329**	**2,117,316**	**2,489,531**	**100.00%**
				2,489,531	*Flow (hcf/yr.)*
				1.18	*Flow Adj. Factor*

1. *Source files for water consumption: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx*
   September-December 2020: 2020 SEP-DEC Munis Water Usage_Manipulated.xlsx
2. Adjusted annual volume based on wastewater treatment plant influent data.
   Source file: Madera City of. WWTP Daily Flows Jan. 2012 through Dec. 2020.xlsx

TABLE 30 : STRENGTH ALLOCATION FACTOR

Development of the STRENGTH Allocation Factor								
			Biochemical Oxygen Demand (BOD)			Total Suspended Solids (TSS)		
Customer Class	Adjusted Annual Flow (hcf)	Rate Commercial Classes[3]	Average Strength Factor[4] (mg/l)	Calculated BOD (lbs./yr.)	Percent of Total	Average Strength Factor[4] (mg/l)	Calculated TSS (lbs./yr.)	Percent of Total
Single-Family	1,553,198	n/a	200	1,937,870	**56.0%**	200	1,937,870	**59.8%**
Multi-Family	398,852	n/a	100	248,817	**7.2%**	100	248,817	**7.7%**
Commercial								
Auto Garage	4,423	Car Dealer & Dept/Retail	300	8,278	**0.2%**	275	7,588	**0.2%**
Bakeries	1,119	Restaurant	1,200	8,373	**0.2%**	600	4,187	**0.1%**
Barber/Beauty	1,571	Professional Building	300	2,941	**0.1%**	275	2,696	**0.1%**
Bars	18	Professional Building	300	33	**0.0%**	275	31	**0.0%**
Car Wash	16,453	Car Dealer & Dept/Retail	300	30,793	**0.9%**	275	28,226	**0.9%**
Church	13,882	Library & Church	300	25,980	**0.8%**	275	23,815	**0.7%**
Offices	269,843	Professional Building	300	505,010	**14.6%**	275	462,926	**14.3%**
Grocery	30,070	Grocery & Mortuary	1,000	187,588	**5.4%**	700	131,312	**4.1%**
Hospitals	11,293	Hospital	300	21,135	**0.6%**	275	19,374	**0.6%**
Hotel-Motel	13,263	Hotel without dining	300	24,822	**0.7%**	275	22,754	**0.7%**
Jails	3,001	School	300	5,617	**0.2%**	275	5,149	**0.2%**
Laundromat	11,665	Professional Building	300	21,830	**0.6%**	275	20,011	**0.6%**
School	88,651	School	300	165,911	**4.8%**	300	165,911	**5.1%**
Rec Facility	2,053	Game	275	3,522	**0.1%**	250	3,202	**0.1%**
Restaurant	28,209	Restaurant	1,200	211,173	**6.1%**	600	105,586	**3.3%**
Service Station	3,394	Car Dealer & Dept/Retail	300	6,352	**0.2%**	275	5,823	**0.2%**
Theater In	976	Professional Building	300	1,827	**0.1%**	275	1,675	**0.1%**
Industrial								
Low	35,565	Light Industrial	170	37,717	**1.1%**	170	37,717	**1.2%**
Medium[5]		Medium Industrial	340			340		
High[5]		High Industrial	510			510		
Institutional	2,030	Professional Building	300	3,800	**0.1%**	275	3,483	**0.1%**
Total	**2,489,531**			**3,459,388**	**100.0%**		**3,238,150**	**100.0%**

3. To match City's current rate schedule for commercial variable charges.
4. Typical strength factors for BOD and TSS are derived from previous rate study and the State Water Resources Control Board Revenue Program Guidelines, Appendix G
5. NBS is recommending medium and high industrial users are added to commercial classes.

TABLE 31 : REVENUE BY CUSTOMER CLASS

Total Revenue by Customer Class[6]		
Customer Class	**Total Revenue 2020**	**% of Total Revenue**
Single-Family	$ 6,420,703	**64.9%**
Multi-Family	$ 1,631,105	**16.5%**
Commercial	$ 1,837,245	**18.6%**
Total	**$ 9,889,053**	**100.0%**

6. Source files for accounts and billing data: September 2019 through August 2020: MAIS Meter Usage 12 Months_Manipulated.xlsx
September-November 2020: 2020 SEP-NOV MUNIS Billing2_Manipulated.xlsx
December 2020: 2020 DEC MUNIS Billing_Manipulated.xlsx

TABLE 32 : ALLOCATION OF REVENUE REQUIREMENTS BY CUSTOMER CLASS

Customer Class	Cost Classification Components				Cost-of-Service Revenue Req't.	% of COS Revenue Req't.
	Volume	Treatment		Customer Related		
		BOD	TSS			
Net Revenue Requirements [1]	***$ 2,308,340***	***$ 1,905,358***	***$ 1,905,358***	***$ 3,619,997***	***$ 9,739,053***	--
	23.7%	*19.6%*	*19.6%*	*37.2%*	*100%*	
Single-Family	$ 1,440,155	$ 1,067,338	$ 1,140,260	$ 2,724,144	**$ 6,371,897**	65.4%
Multi-Family (per unit)	369,823	137,043	146,406	701,476	**1,354,748**	13.9%
Commercial						
Car Dealer & Dept/Retail	22,504	25,018	24,500	12,121	**84,143**	0.9%
Game	1,904	1,940	1,884	1,322	**7,050**	0.1%
Grocery & Mortuary	27,882	103,319	77,265	3,967	**212,433**	2.2%
Hospital	10,471	11,641	11,400	1,543	**35,054**	0.4%
Hotel without dining	12,298	13,672	13,389	1,543	**40,901**	0.4%
Library & Church	12,872	14,309	14,013	8,815	**50,009**	0.5%
Professional Building	265,281	294,910	288,804	144,350	**993,345**	10.2%
Restaurant	27,193	120,921	64,591	11,460	**224,166**	2.3%
School	84,982	94,474	100,653	5,730	**285,839**	2.9%
Strip Mall	-	-	-	-	**-**	0.0%
Warehouse	-	-	-	-	**-**	0.0%
Industrial						
Light Industrial	32,976	20,774	22,193	3,526	**79,469**	0.8%
Medium Industrial	-	-	-	-	**-**	0.0%
High Industrial	-	-	-	-	**-**	0.0%
Total	**$ 2,308,340**	**$ 1,905,358**	**$ 1,905,358**	**$ 3,619,997**	**$ 9,739,053**	**100%**

1. Revenue requirement for each customer class is determined by multiplying the revenue requirement from each cost classification by the allocation factors for each customer class.

TABLE 33 : PROPOSED SEWER RATES

Customer Class	Number of Units	Annualized Winter Consumption	Net Revenue Requirement	Monthly Fixed Charge Per Unit	Volumetric Charge per HCF
Single-Family	12,361	1,553,198	$ 6,371,897	$ 42.96	
Multi-Family (per unit)	3,183	398,852	$ 1,354,748	$ 35.47	
Commercial					
Car Dealer & Dept/Retail	55	24,271	$ 84,143	$ 22.82	$ 3.05
Game	6	2,053	$ 7,050	$ 22.82	$ 3.02
Grocery & Mortuary	18	30,070	$ 212,433	$ 22.82	$ 6.22
Hospital	7	11,293	$ 35,054	$ 22.82	$ 2.73
Hotel without dining	7	13,263	$ 40,901	$ 22.82	$ 2.71
Library & Church	40	13,882	$ 50,009	$ 22.82	$ 3.17
Professional Building	655	286,104	$ 993,345	$ 22.82	$ 3.06
Restaurant	52	29,328	$ 224,166	$ 22.82	$ 6.73
School	26	91,653	$ 285,839	$ 22.82	$ 2.74
Strip Mall	0	0	$ -	$ 22.82	$ 3.06
Warehouse	0	0	$ -	$ 22.82	$ 1.97
Industrial					
Light Industrial	16	35,565	$ 79,469	$ 22.82	$ 1.97
Medium Industrial	0	0	$ -	$ 22.82	$ 2.74
High Industrial	0	0	$ -	$ 22.82	$ 3.81
Total	**16,426**	**2,489,531**	**$ 9,739,053**		

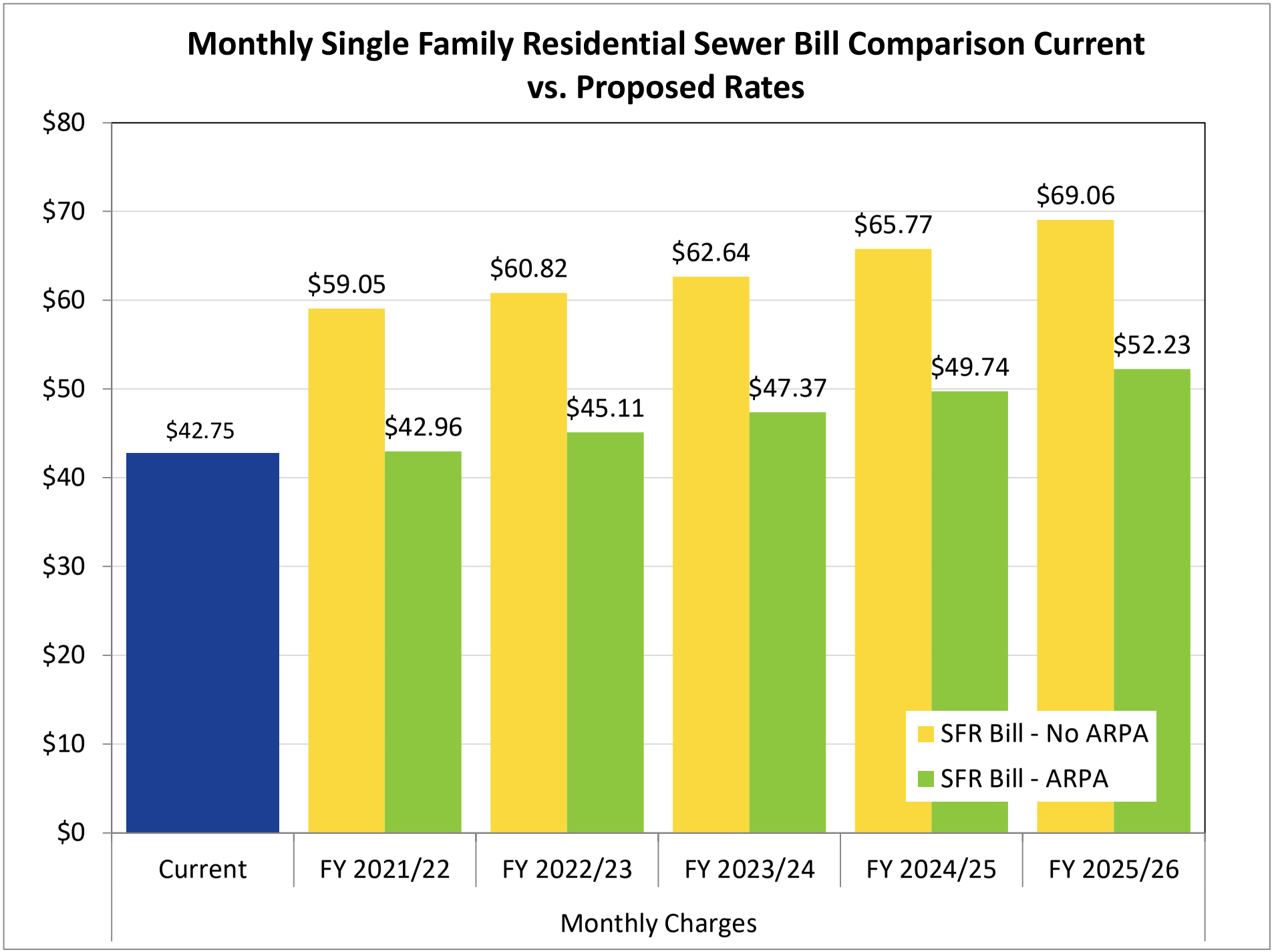
2. HCF = hundred cubic feet, equal to 748 gallons of water.

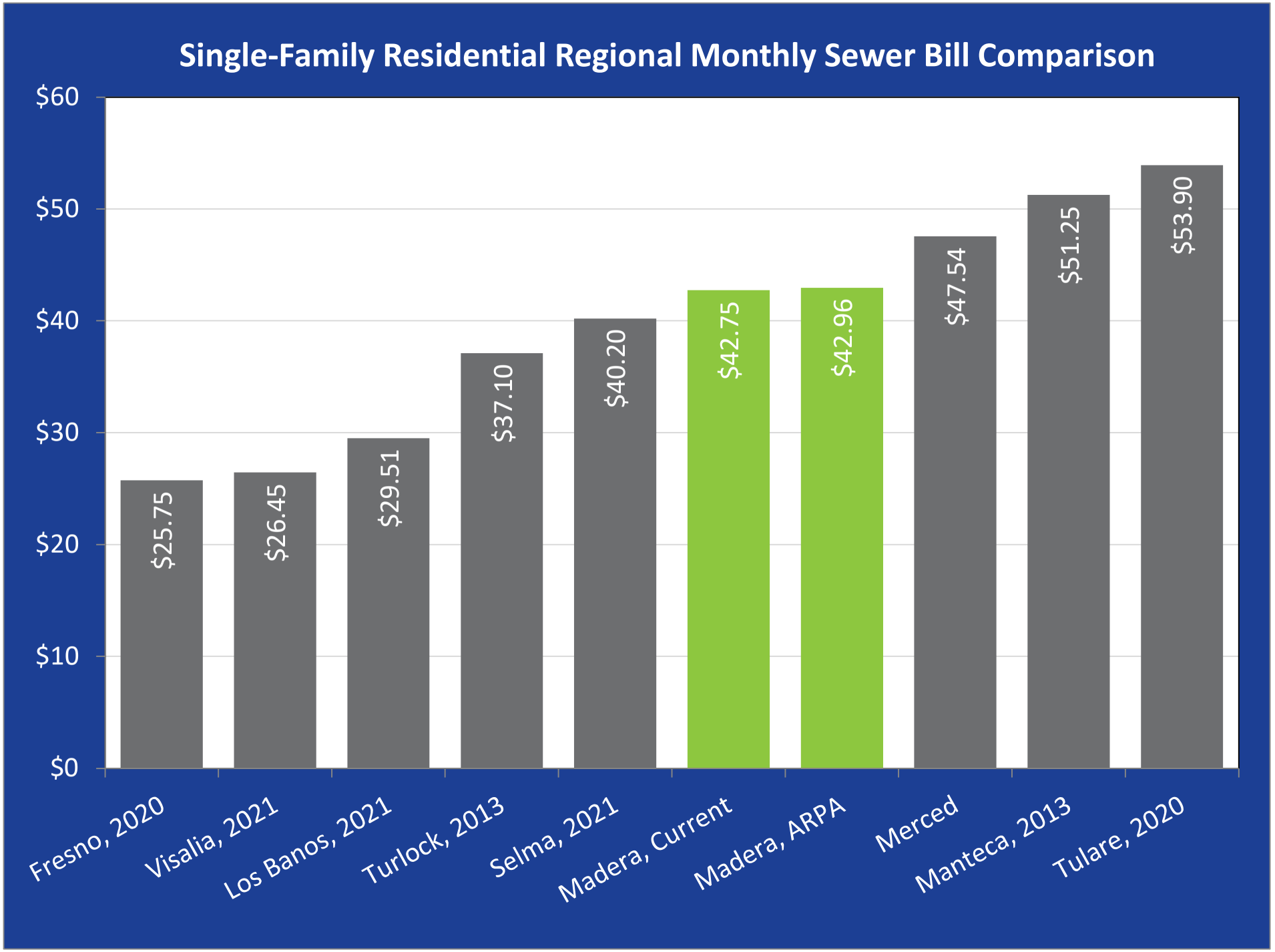
TABLE 34 : CURRENT VS. PROPOSED SEWER RATES (MONTHLY) - PROPOSED RATES

Sewer Rate Schedule	Current Rates	Proposed Sewer Rates				
		FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
FIXED MONTHLY CHARGES						
Single-Family	$42.75	$42.96	$45.11	$47.37	$49.74	$52.23
Multi-Family (per unit)	$27.77	$35.47	$37.24	$39.10	$41.06	$43.11
Commercial (All)	$19.02	$22.82	$23.96	$25.16	$26.42	$27.74
NON-RESIDENTIAL VOLUMETRIC CHARGES PER HCF[1]						
Commercial						
Car Dealer & Dept/Retail	$2.30	$3.05	$3.20	$3.36	$3.53	$3.71
Game	$3.46	$3.02	$3.17	$3.33	$3.50	$3.68
Grocery & Mortuary	$5.04	$6.22	$6.53	$6.86	$7.20	$7.56
Hospital	$2.28	$2.73	$2.87	$3.01	$3.16	$3.32
Hotel without dining	$2.28	$2.71	$2.85	$2.99	$3.14	$3.30
Library & Church	$2.25	$3.17	$3.33	$3.50	$3.68	$3.86
Professional Building	$2.28	$3.06	$3.21	$3.37	$3.54	$3.72
Restaurant	$5.22	$6.73	$7.07	$7.42	$7.79	$8.18
School	$2.38	$2.74	$2.88	$3.02	$3.17	$3.33
Strip Mall	$3.52	$3.06	$3.21	$3.37	$3.54	$3.72
Warehouse	$3.51	$1.97	$2.07	$2.17	$2.28	$2.39
Industrial						
Light Industrial	$3.51	$1.97	$2.07	$2.17	$2.28	$2.39
Medium Industrial	N/A	$2.74	$2.88	$3.02	$3.17	$3.33
High Industrial	N/A	$3.81	$4.00	$4.20	$4.41	$4.63

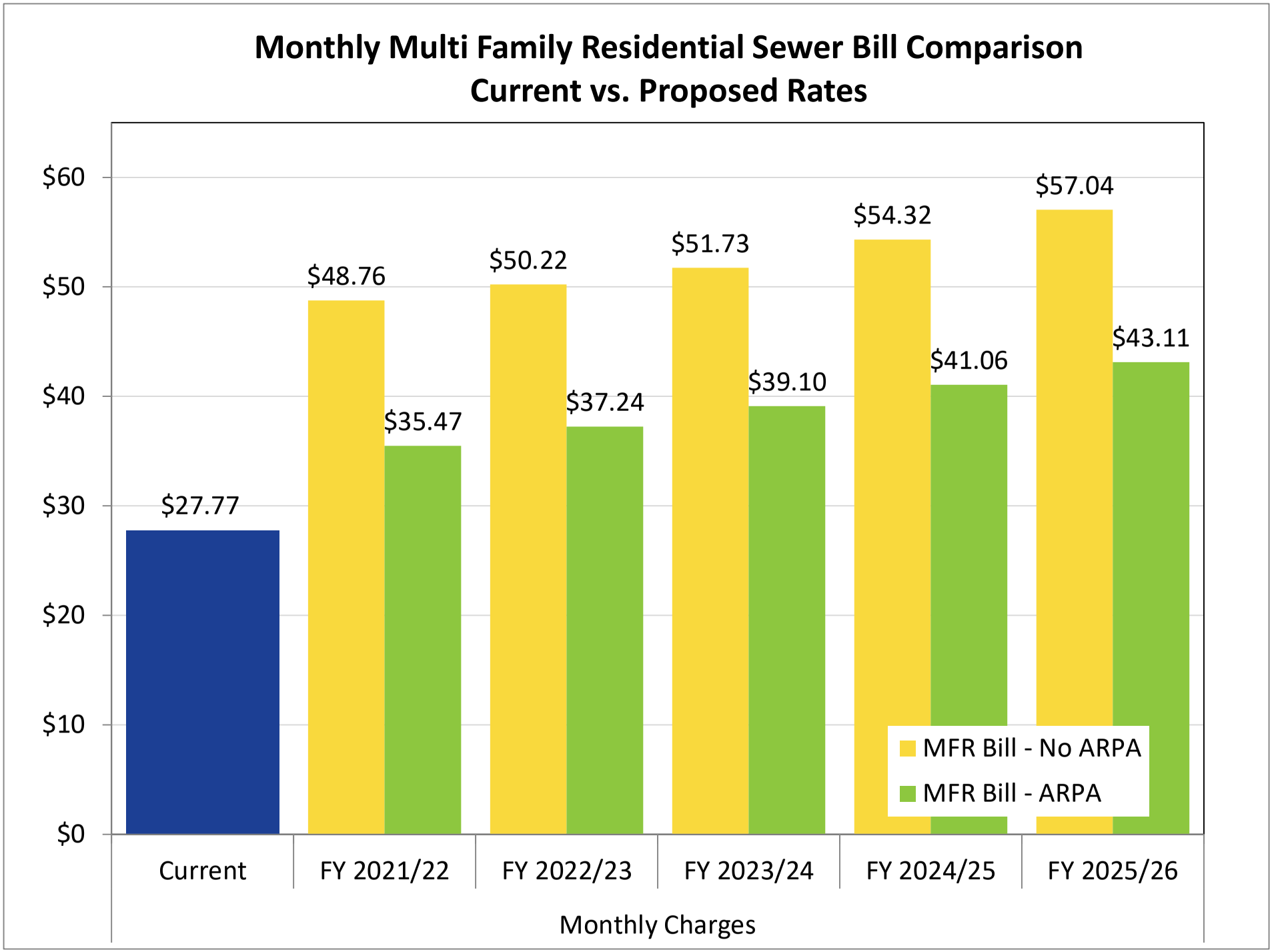
1. HCF = hundred cubic feet, equal to 748 gallons of water.

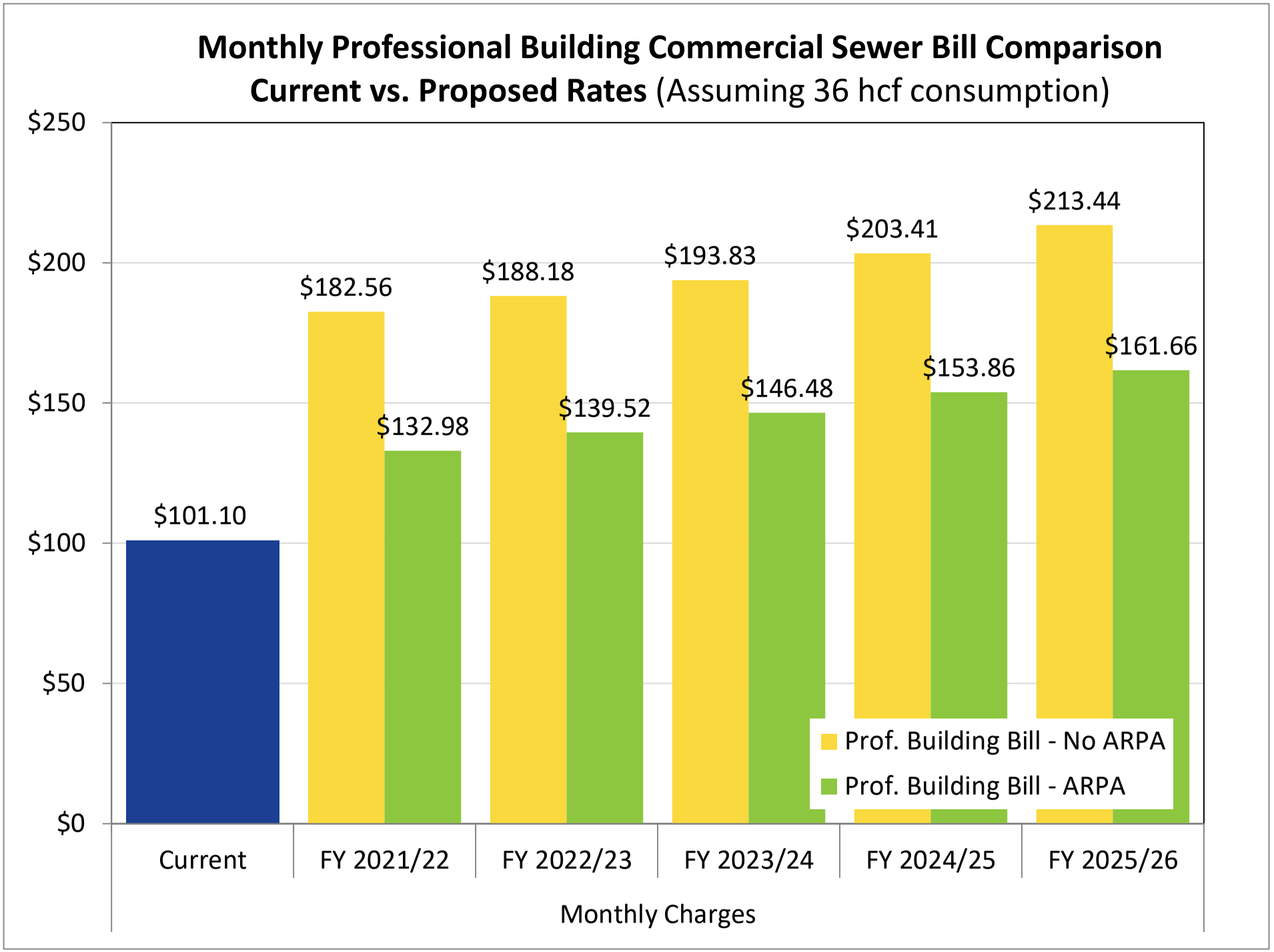
Monthly Single Family Residential Sewer Bill Comparison Current vs. Proposed Rates




Single-Family Residential Regional Monthly Sewer Bill Comparison
$60
$50
$40
$30
$20
$10
$0
$25.75
$26.45
$29.51
$37.10
$40.20
$42.75
$42.96
$47.54
$51.25
$53.90
Fresno, 2020
Visalia, 2021
Los Banos, 2021
Turlock, 2013
Selma, 2021
Madera, Current
Madera, ARPA
Merced
Manteca, 2013
Tulare, 2020

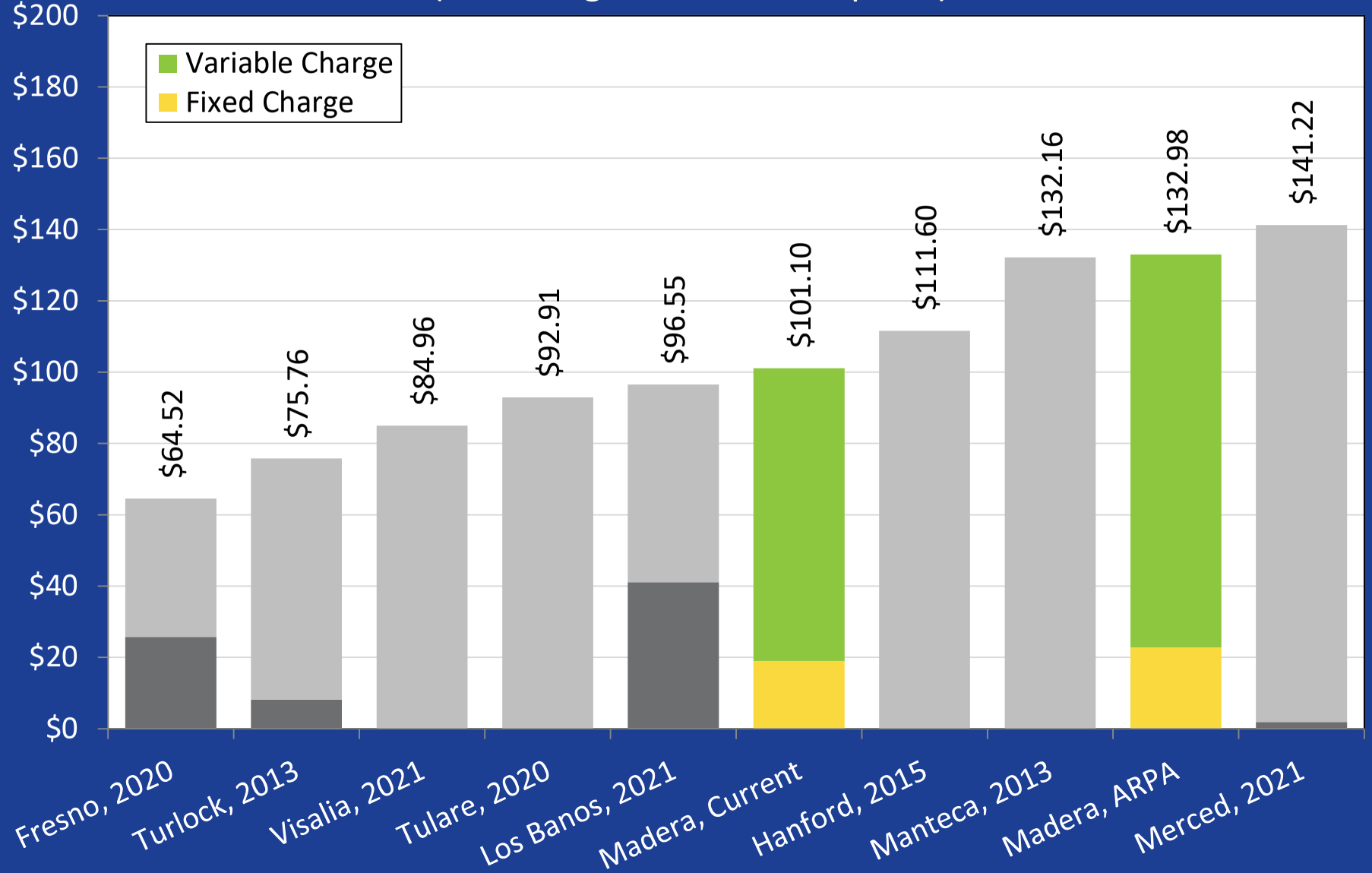
Monthly Multi Family Residential Sewer Bill Comparison
Current vs. Proposed Rates

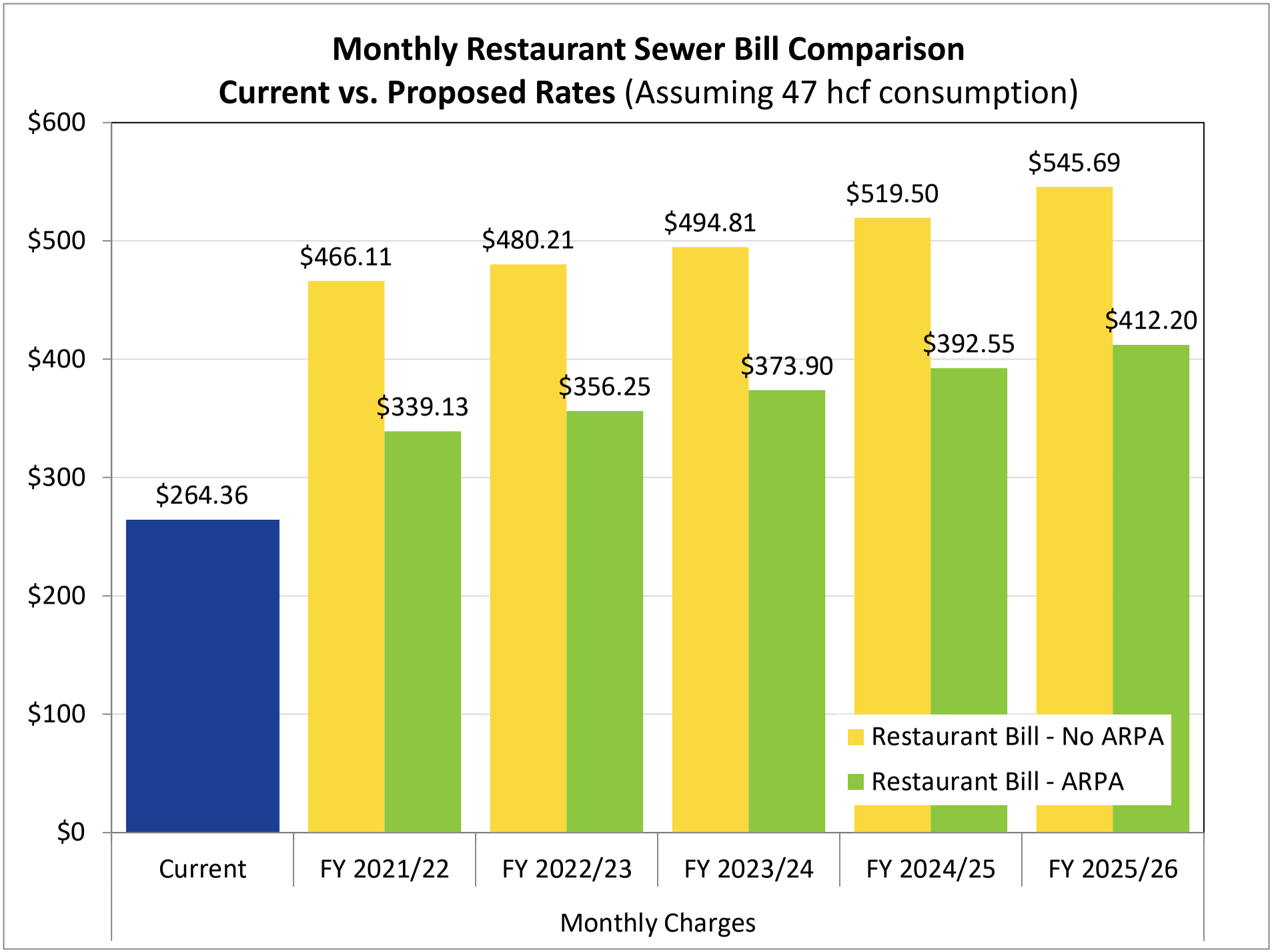



Monthly Professional Building Commercial Sewer Bill Comparison
Current vs. Proposed Rates (Assuming 36 hcf consumption)
$250
$200
$150
$100
$50
$0
$101.10
$182.56
$132.98
$188.18
$139.52
$193.83
$146.48
$203.41
$153.86
$213.44
$161.66
Prof. Building Bill - No ARPA
Prof. Building Bill - ARPA
Current
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Monthly Charges

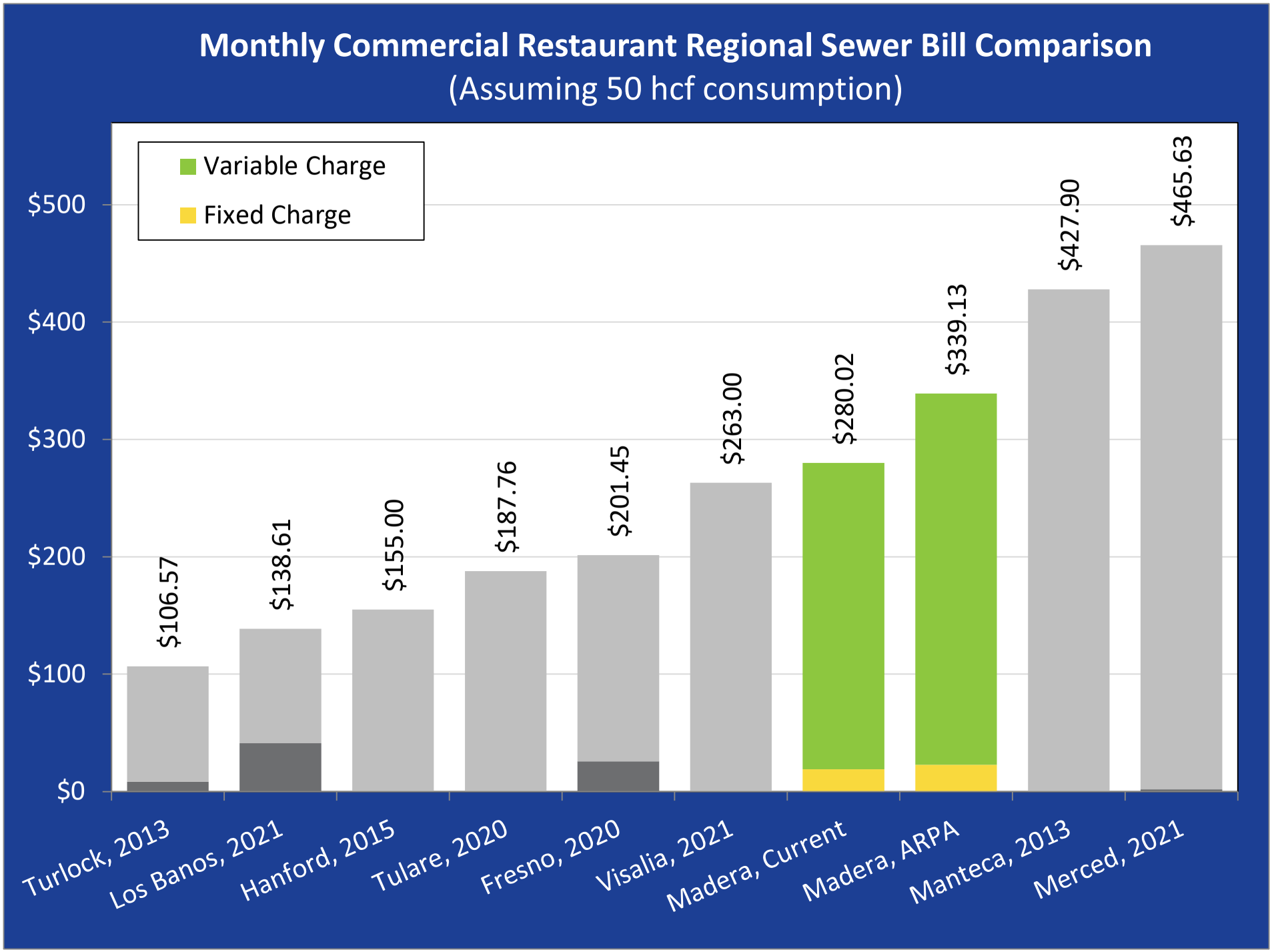
Monthly Professional Building Commercial Regional Sewer Bill Comparison

(Assuming 36 hcf consumption)

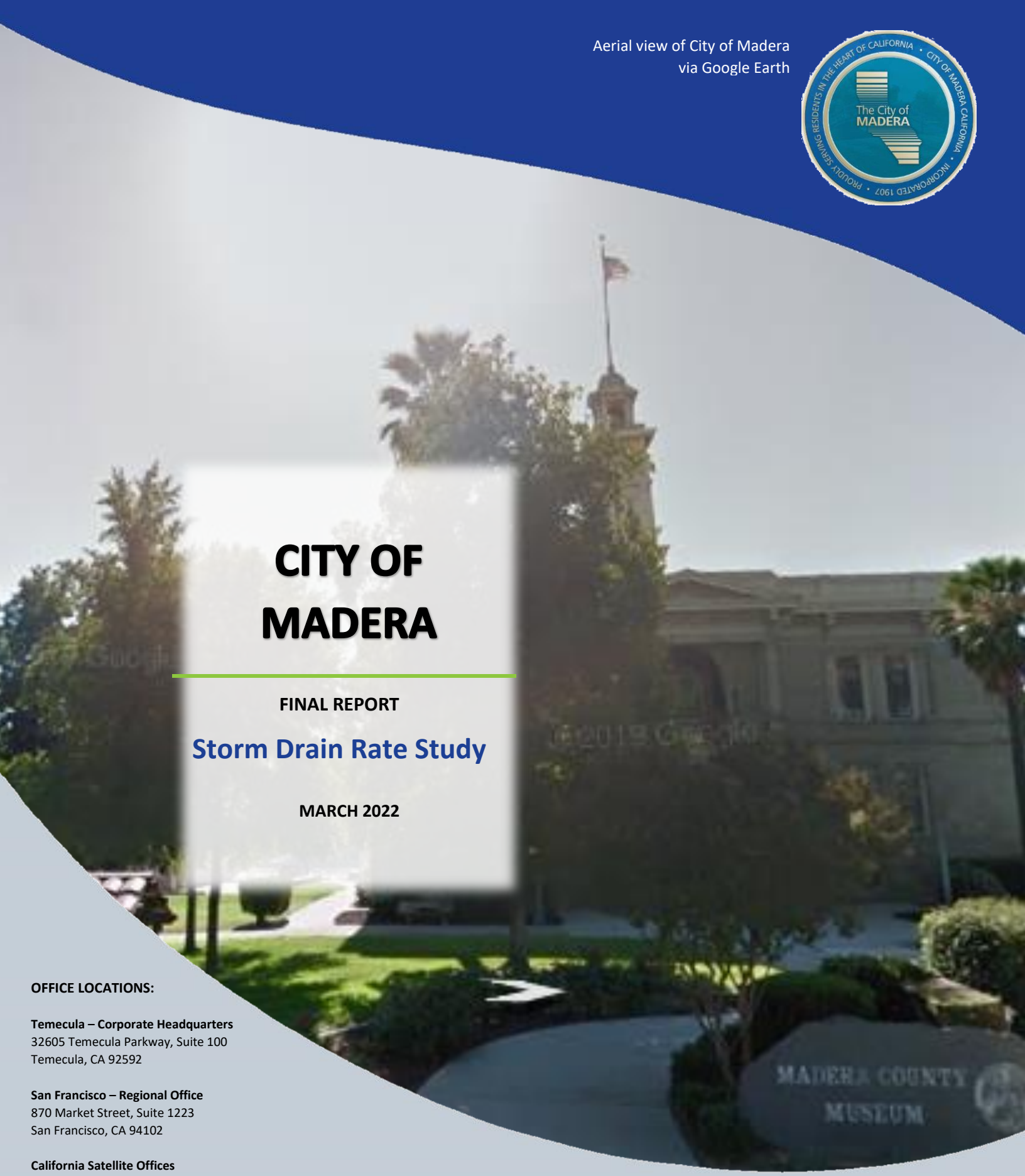



Monthly Restaurant Sewer Bill Comparison
Current vs. Proposed Rates (Assuming 47 hcf consumption)
$600
$500
$400
$300
$200
$100
$0
$264.36
$466.11
$339.13
$480.21
$356.25
$494.81
$373.90
$519.50
$392.55
$545.69
$412.20
Restaurant Bill - No ARPA
Restaurant Bill - ARPA
Current
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Monthly Charges

Monthly Commercial Restaurant Regional Sewer Bill Comparison
(Assuming 50 hcf consumption)



Aerial view of City of Madera
via Google Earth



CITY OF MADERA

FINAL REPORT

Storm Drain Rate Study

MARCH 2022

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TABLE OF CONTENTS

Section 1. Purpose and Overview of the Study 1

A. Purpose 1

B. Overview of the Study 1

Section 2. Storm Drain Rate Study 2

A. Key Storm Drain Rate Study Issues 2

B. Financial Plan 2

C. Cost of Service Analysis 4

Customer Classes 4

D. Rate Design Analysis 5

E. Proposed Storm Drain Rates 5

Section 3. Recommendations and Next Steps 7

A. Consultant Recommendations 7

B. Next Steps 7

C. NBS' Principal Assumptions and Considerations 7

Appendix: Detailed Storm Drain Rate Study Tables and Figures

TABLE OF FIGURES

Figure 1. Summary of Storm Drain Revenue Requirements 3
Figure 2. Summary of Reserve Funds 4
Figure 3. Customer Allocation Factor 4
Figure 4. Revenue Allocation Factor 5
Figure 5. Summary of Rate Calculation 5
Figure 6. Proposed Storm Drain Rates 6
Figure 7. Monthly Bill Comparison for Single-Family Customers 6

SECTION 1. PURPOSE AND OVERVIEW OF THE STUDY

A. Purpose

The City of Madera (City) retained NBS to conduct a comprehensive storm drain rate study. The study looked at setting rates to meet revenue requirements, provide greater financial stability for the storm drainage enterprise, and comply with legal requirements (such as California Constitution article XIII D, Section 6, which is commonly referred to as Proposition 218 [Prop 218]). The rates resulting from this study were developed in a manner that is consistent with industry standard cost of service principles. In addition to documenting the rate study methodology, this report is provided with the intent of assisting the City to maintain transparent communications with its residents and businesses.

In developing new storm drain rates, NBS worked cooperatively with City staff and the City Council (Council) in selecting appropriate proposed rates. Based on input from all stakeholders, the proposed rates are summarized in this report.

B. Overview of the Study

FINANCIAL PLAN

As a part of this rate study, NBS projected revenues and expenditures on a cash flow basis for the next five years. The amount of rate revenue required, that will allow reserves to be maintained at the recommended levels, is known as the *net revenue requirement*. As current rate revenue falls short of the net revenue requirement, rate adjustments -- or more accurately, adjustments in the total revenue collected from rates -- are recommended. This report presents an overview of the methodologies, assumptions, and data used, along with the financial plans and proposed rates developed in this study[1].

STORM DRAIN RATE DESIGN ANALYSIS

Rate design is typically the stage in the study where NBS, staff and the Council must work closely together, to develop rate alternatives that will meet the City's objectives. It is important for the storm drain utility to send proper price signals to its customers about the actual cost of providing storm drain services to each parcel. This objective is typically addressed through both the magnitude of the rate adjustments, and the rate structure design. In other words, both the amount of revenue collected, and the way in which the revenue is collected from customers are important.

1 The complete financial plan is set forth in the Appendix.

SECTION 2. STORM DRAIN RATE STUDY

A. Key Storm Drain Rate Study Issues

The City's storm drain rate analysis was undertaken with a few specific objectives, including:

- Maintain routine operation and maintenance expenditures of the storm drain system, including salaries and benefits of staff, contracted services and sustainability programs.
- Fund any potential capital projects to maintain a modern and reliable storm drain network and infrastructure.
- Maintain reserve fund levels to ensure future financial stability for the storm drain utility.
- Comply with Prop 218 requirements to ensure cost of service are properly allocated amongst user classifications.

The rate structure NBS proposed relied on industry standards and cost-of-service principles. The proposed rates follow the same rate structure as current rates, maintaining a fixed monthly usage charge dependent on customer class and square footage.

B. Financial Plan

It is important for municipal utilities to maintain reasonable reserves in order to handle emergencies, fund working capital, maintain a good credit rating, and generally follow sound financial management practices. Rate adjustments are governed by the need to meet these objectives. The current state of the City's storm drain utility, with regard to these objectives, is as follows:

- **Meeting Net Revenue Requirements:** For Fiscal Years (FY) 2021/22 through FY 2025/26, the projected net revenue requirement (that is, total annual expenses plus debt service and rate-funded capital costs[2], less non-rate revenues) for the City is approximately $928,000 on average, annually. If no rate adjustments are implemented, the City is projected to have about a $81,000 deficit in FY 2021/22.
- **Building and Maintaining Reserve Funds:** Reserve funds provide a basis for a utility to cope with fiscal emergencies such as revenue shortfalls, asset failure, and natural disasters, among other events. Reserve policies provide guidelines for sound financial management, with an overall long-range perspective to maintain financial solvency and mitigate financial risks associated with revenue instability, volatile capital costs, and emergencies. The reserve funds for the Utility are considered unrestricted reserves and consist of the following:
    - **The Operating Reserve** should equal approximately 90 days of operating expenses (reaching approximately $222,000 in FY 2025/26). An Operating Reserve is intended to promote financial viability in the event of any short-term fluctuation in revenues and/or expenditures, such as – particularly in periods of economic distress – changes or trends in age of receivables.

[2] *The City's storm drain utility does not currently have any outstanding debt services or capital improvement projects over the next 5 years at the time of this study.*

- **The Capital Outlay Reserve** should equal 3% of net assets, averaging about $500,000 over the next five years. These monies are set aside to address long-term and routine capital system replacement and rehabilitation needs.

- **Funding Capital Improvement Projects:** The City must also be able to fund necessary capital improvements to maintain current service levels. Currently, the City is estimating an annual capital improvement plan of $200,000 for the storm drain utility.
- **Inflation and Growth Projections:** Assumptions regarding cost inflation were made in order to project future revenues and expenses for the study period.
  - Customer growth is expected to be 0% annually.
  - General inflation is assumed to be 3% annually.
  - Salaries, benefits, fuel, and electricity are all assumed to be 5% annually.
  - Some expenses are assumed to have no escalation annually.
- **Maintaining Adequate Bond Coverage:** The City currently has no outstanding debt service obligations. However, the benefit of maintaining a debt coverage ratio over 1.20 is that it strengthens the City's credit rating, which can help lower the interest rates for debt-funded capital projects in the future, should the City decide to use them.

Rate revenue adjustments of fifteen percent (15%) in FY 2021/22 through FY 2025/26 will be needed in order to fund operating expenses and maintain reserves at the recommended targets. **Figure 1** summarizes the sources and uses of funds, net revenue requirements, and the recommended annual percent adjustments in total rate revenue recommended for the next 5 years for the City.

Figure 1. Summary of Storm Drain Revenue Requirements

Summary of Sources and Uses of Funds and Net Revenue Requirements	Budget FY 2020/21	Projected FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Sources of Storm Drain Funds						
Rate Revenue Under Prevailing Rates	$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179
Additional Revenue from Rate Increases [1]	-	*25,057*	*215,488*	*348,038*	*500,470*	*675,768*
Non-Rate Revenues	182,442	12,442	12,442	12,442	12,442	12,442
Interest Earnings	3,110	14,925	13,880	12,098	12,095	14,246
Total Sources of Funds	**$ 853,731**	**$ 720,603**	**$ 909,989**	**$ 1,040,756**	**$ 1,193,186**	**$ 1,370,635**
Uses of Storm Drain Funds						
Operating Expenses	$ 749,310	$ 776,800	$ 805,800	$ 835,900	$ 867,400	$ 900,500
Debt Service	-	-	-	-	-	-
Rate-Funded Capital Expenses	-	-	-	205,000	210,125	170,226
Total Use of Funds	**$ 749,310**	**$ 776,800**	**$ 805,800**	**$ 1,040,900**	**$ 1,077,525**	**$ 1,070,726**
Surplus (Deficiency) after Rate Increase	**$ 104,421**	**$ (56,197)**	**$ 104,189**	**$ (144)**	**$ 115,661**	**$ 299,909**
Projected Annual Rate Increase	***0.00%***	***15.00%***	***15.00%***	***15.00%***	***15.00%***	***15.00%***
Cumulative Rate Increases	*0.00%*	*15.00%*	*32.25%*	*52.09%*	*74.90%*	*101.14%*
Surplus (Deficiency) before Rate Increase	**$ 104,421**	**$ (81,254)**	**$ (111,299)**	**$ (348,181)**	**$ (384,809)**	**$ (375,859)**
Net Revenue Requirement [2]	**$ 563,758**	**$ 749,433**	**$ 779,478**	**$ 1,016,360**	**$ 1,052,988**	**$ 1,044,038**

1. Revenue from rate increases assume an implementation date of April 1, 2022 and then July 1st, 2022 through 2025.
2. Total Use of Funds less non-rate revenues and interest earnings. This is the annual amount needed from storm drain rates.

Figure 2 summarizes the projected reserve fund balances and reserve targets for the storm drain utility's unrestricted reserve funds. A more detailed version of the proposed 5-year financial plan is included in the Appendix. As can be seen in Figure 2, given proposed rate adjustments, reserves will meet the minimum target by fiscal year 2024/25.

Figure 2. Summary of Reserve Funds

Beginning Reserve Fund Balances and Recommended Reserve Targets	Budget FY 2020/21	Projected FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Storm Drainage Operating Reserve Fund						
Ending Balance	$ 184,761	$ 128,564	$ 198,690	$ 198,547	$ 213,879	$ 222,041
Recommended Minimum Target	*184,761*	*191,540*	*198,690*	*206,112*	*213,879*	*222,041*
Capital Outlay Reserve Fund						
Ending Balance	$ 617,661	$ 617,661	$ 451,723	$ 451,723	$ 552,052	$ 798,647
Recommended Minimum Target	*545,300*	*532,200*	*525,400*	*518,900*	*512,700*	*506,900*
Total Ending Balance	**$ 802,422**	**$ 746,225**	**$ 650,414**	**$ 650,270**	**$ 765,931**	**$ 1,020,688**
Total Recommended Minimum Target	***$ 730,061***	***$ 723,740***	***$ 724,090***	***$ 725,012***	***$ 726,579***	***$ 728,941***

C. Cost of Service Analysis

Once the net revenue requirements are determined, the cost-of-service analysis proportionately distributes the revenue requirements to each of the customer classes. All costs in the City's budget are allocated to each component of the rate structure in proportion to the level of service required by customers. The levels of service are related to number of accounts, total square footage, and current revenue. Ultimately, a cost-of-service analysis is intended to result in rates that are proportional to the cost of providing service to each customer.

CUSTOMER CLASSES

Customer classes are determined by combining customers with similar demand characteristics and types of use into categories that reflect the cost differentials to serve each type of customer. This process is limited by the desire to not overcomplicate the City's rate structure. For the City, the customer classes are split between single-family residential, multi-family residential, and non-residential. The current storm drainage rate structure has churches separated from residential and non-residential customers. However, there is no cost of service basis for making them different than non-residential. Therefore, they have been combined with non-residential.

The number of customers for each customer class and the estimated square foot total for non-single-family customers are shown in **Figure 3**. The 2020 rate revenue from usage charges are allocated to customer classes based on the revenue collected, as shown in **Figure 4**.

Figure 3. Customer Allocation Factor

Customer Class	Number of Accounts[1]	Percent of Total	Square Footage Estimate	Percent of Total
Single Family Residential	13,585	**94.4%**	n/a	
Multi Family Residential	4	**0.0%**	938,745	**14.5%**
Non-Residential	799	**5.6%**	5,532,315	**85.5%**
Total	**14,388**	**100.0%**	**6,471,060**	**100.0%**

1. Number of accounts from Oct. 2020 & square footage estimate from source files:
MAIS Meter Usage 12 Months_Manipulated_02.06.21.xlsx,
2020 SEP-NOV MUNIS Billing2_Manipulated.xlsx, 2020 DEC MUNIS Billing_Manipulated.xlsx

Figure 4. Revenue Allocation Factor

Customer Class	2020 Revenue	Percent of Total
Single Family Residential	$ 415,808	**61.1%**
Multi Family Residential	$ 12,919	**1.9%**
Non-Residential	$ 251,973	**37.0%**
Total	**$ 680,699**	**100%**

1. 2020 revenue found in source files: *MAIS Meter Usage 12 Months_Manipulated_02.06.21.xlsx, 2020 SEP-NOV MUNIS Billing2_Manipulated.xlsx, 2020 DEC MUNIS Billing_Manipulated.xlsx*

D. Rate Design Analysis

NBS recommends that the City retain the current storm drain rate structure, with a fixed monthly usage charge for single-family customers, and a per square foot charge (with a maximum monthly cap) for multi-family residential, non-residential (combined with churches). **Figure 5** summarizes the proposed storm drain monthly user charges.

Figure 5. Summary of Rate Calculation

Customer Classes	FY 2021/22 Net Revenue Requirement	Number of Accounts	Square Footage Estimate	By Account Monthly Charge	By Sq. Ft. Monthly Charge	Max Sq. Ft. Based on Current Rates	Max Monthly Rate
Proposed Storm Drain Monthly User Charges							
math formula	*a*	*b*	*c*	*d = b / a*	*e = c / a*	*f*	*g = f * e*
Single Family Residential	$ 476,147	*13,585*	n/a	$ 2.92	n/a	n/a	n/a
Multi Family Residential	$ 14,793	*4*	938,745	n/a	$ 0.002	40,000	$ 80.00
40 units to 80 units	-	-	-	n/a	$ 0.002	80,000	$ 160.00
Over 81 units	-	-	-	n/a	$ 0.002	120,000	$ 240.00
Non-Residential	$ 288,538	*799*	5,532,315	n/a	$ 0.005	20,000	$ 100.00
Total Net Revenue Requirement	**$ 779,478**	**14,388**	**6,471,060**				

E. Proposed Storm Drain Rates

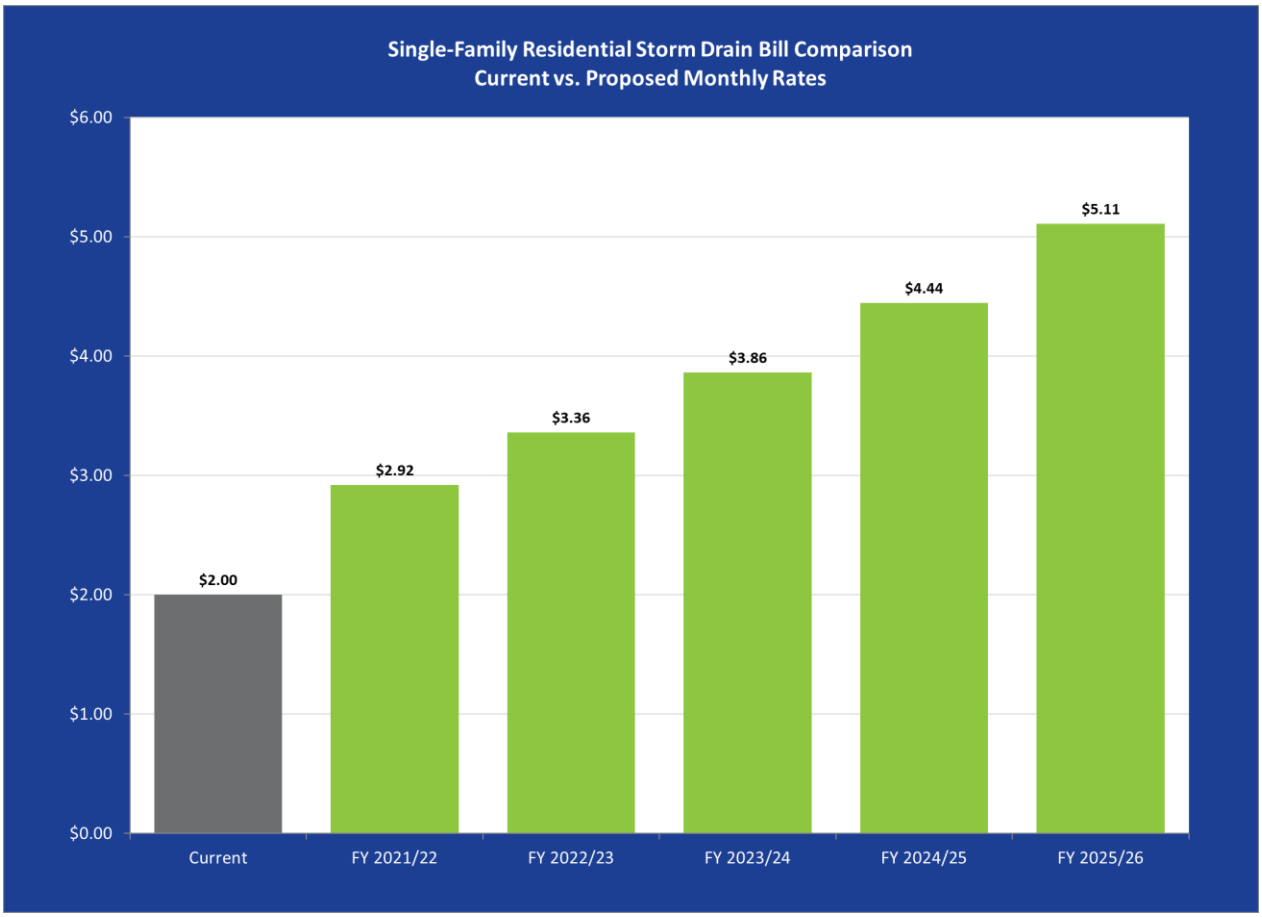
The cost-of-service analysis is used to establish the rates for the first year in the five-year rate plan, FY 2021/22. In the subsequent four years of the rate planning period, proposed charges are simply adjusted by the proposed adjustment in total rate revenue needed, to meet projected revenue requirements. **Figure 6** provides a comparison of the proposed rates for FY 2021/22 through FY 2025/26. More detailed tables on the development of the proposed charges are documented in the Appendix.

Figure 6. Proposed Storm Drain Rates

Storm Drain Rate Schedule	Current Rates	Proposed Rates				
		FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Proposed Monthly Usage Charge						
Single Family Residential						
per month	$2.00	$2.92	$3.36	$3.86	$4.44	$5.11
Multi Family Residential						
Equal or less than 40 units						
per square foot,	$0.002	$0.002	$0.003	$0.004	$0.005	$0.006
maximum per month	$80.00	$80.00	$92.00	$106.00	$122.00	$140.00
Greater than 40 & equal or less than 80 units						
per square foot,	$0.002	$0.002	$0.003	$0.004	$0.005	$0.006
maximum per month	$160.00	$160.00	$184.00	$212.00	$244.00	$281.00
Greater than 81 units						
per square foot,	$0.002	$0.002	$0.003	$0.004	$0.005	$0.006
maximum per month	$240.00	$240.00	$276.00	$317.00	$365.00	$420.00
Non-Residential (Including Churches)						
per square foot of ground floor,	$0.004	$0.005	$0.006	$0.007	$0.009	$0.011
maximum per month	$80.00	$100.00	$115.00	$132.00	$152.00	$175.00

Figure 7 compares the monthly storm drain bills for the current and proposed rates for single-family residential customers over the next five years.

Figure 7. Monthly Bill Comparison for Single-Family Customers



SECTION 3. RECOMMENDATIONS AND NEXT STEPS

A. Consultant Recommendations

NBS recommends the City take the following actions:

Approve and accept this Study: NBS recommends the City Council formally approve and adopt this Study and its recommendations and proceed with the steps required to implement the proposed rates. This will provide documentation of the rate study analyses and the basis for analyzing potential changes to future rates.

Implement Recommended Levels of Rate Adjustments and Proposed Rates: Based on successfully meeting the Proposition 218 procedural requirements, the City Council should proceed with implementing the 5-year schedule of proposed rates and rate adjustments. This will help ensure the continued financial health of City's storm drain utility.

B. Next Steps

Annually Review Rates and Revenue – Any time an agency adopts new utility rates or rate structures, those new rates should be closely monitored over the next several years to ensure the revenue generated is sufficient to meet the annual revenue requirements.

Note: The attached Appendix provide more detailed information on the analysis of the storm drain revenue requirements, cost-of-service analysis and cost allocations, and the rate design analyses that have been summarized in this report.

C. NBS' Principal Assumptions and Considerations

In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions, and events that may occur in the future. This information and these assumptions, including City's budgets, capital improvement costs, and information from City staff were provided by sources we believe to be reliable, although NBS has not independently verified this data.

While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report and its recommendations, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

Appendix: Detailed Storm Drain Study Tables and Figures

TABLE 1 : FINANCIAL PLAN AND SUMMARY OF REVENUE REQUIREMENTS — **5-Year Rate Period**

RATE REVENUE REQUIREMENTS SUMMARY[1]	Budget	Projected				
	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Sources of Storm Drain Funds						
Rate Revenue:						
Drainage User Fees	$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179
Revenue from Rate Increases	-	*25,057*	*215,488*	*348,038*	*500,470*	*675,768*
Subtotal: Rate Revenue After Rate Increases	668,179	693,236	883,667	1,016,217	1,168,649	1,343,947
Non-Rate Revenue:						
Fines & Forfeiture	12,287	12,287	12,287	12,287	12,287	12,287
Refunds	155	155	155	155	155	155
Other Revenue	170,000	-	-	-	-	-
Interest Income	3,110	14,925	13,880	12,098	12,095	14,246
Subtotal: Non-Rate Revenue	185,552	27,367	26,322	24,540	24,537	26,688
Total Sources of Funds	**$ 853,731**	**$ 720,603**	**$ 909,989**	**$ 1,040,756**	**$ 1,193,186**	**$ 1,370,635**
Uses of Storm Drainage Funds						
Operating Expenses						
Salaries & Benefits	$ 352,994	$ 370,600	$ 389,100	$ 408,400	$ 428,600	$ 450,000
Materials & Services	122,500	127,500	132,700	138,100	143,700	149,500
Interfund Charges	150,994	152,400	154,000	155,600	157,300	159,000
Special Payments	69,578	73,100	76,800	80,600	84,600	88,800
Transfer Out	53,244	53,200	53,200	53,200	53,200	53,200
Subtotal: Operating Expenses	$ 749,310	$ 776,800	$ 805,800	$ 835,900	$ 867,400	$ 900,500
Other Expenditures:						
Existing Debt Service	$ -	$ -	$ -	$ -	$ -	$ -
New Debt Service	-	-	-	-	-	-
Rate-Funded Capital Expenses	-	-	-	205,000	210,125	170,226
Subtotal: Other Expenditures	$ -	$ -	$ -	$ 205,000	$ 210,125	$ 170,226
Total Uses of Storm Drainage Funds	**$ 749,310**	**$ 776,800**	**$ 805,800**	**$ 1,040,900**	**$ 1,077,525**	**$ 1,070,726**
Annual Surplus/(Deficit)	**$ 104,421**	**$ (56,197)**	**$ 104,189**	**$ (144)**	**$ 115,661**	**$ 299,909**
Net Revenue Req't. *(Total Uses less Non-Rate Revenue)*	**$ 563,758**	**$ 749,433**	**$ 779,478**	**$ 1,016,360**	**$ 1,052,988**	**$ 1,044,038**
Projected Annual Rate Revenue Adjustment	***0.00%***	***15.00%***	***15.00%***	***15.00%***	***15.00%***	***15.00%***
Cumulative Increase from Annual Revenue Increases	*0.00%*	*15.00%*	*32.25%*	*52.09%*	*74.90%*	*101.14%*
Debt Coverage After Rate Increase	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*

1. Revenue and expenses for FY 2019/20 through FY 2020/21 are from source file: *Enterprise Funds Budget 2020-21.pdf, pages 56-58.*

TABLE 2 : RESERVE FUND SUMMARY

5-Year Rate Period

SUMMARY OF CASH ACTIVITY UN-RESTRICTED RESERVES	Budget FY 2020/21	Projected FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Total Beginning Cash[1,2]	**$ 698,001**					
Storm Drainage Operating Reserve Fund						
Beginning Reserve Balance[1]	$ 375,000	$ 184,761	$ 128,564	$ 198,690	$ 198,547	$ 213,879
Plus: Net Cash Flow (After Rate Increases)	104,421	(56,197)	104,189	(144)	115,661	299,909
Less: Transfer Out to Capital Replacement Reserve	(294,660)	-	(34,062)	-	(100,329)	(291,747)
Ending Operating Reserve Balance	***$ 184,761***	***$ 128,564***	***$ 198,690***	***$ 198,547***	***$ 213,879***	***$ 222,041***
Target Ending Balance (90-days of O&M)[3]	*$ 184,761*	*$ 191,540*	*$ 198,690*	*$ 206,112*	*$ 213,879*	*$ 222,041*
Capital Outlay Reserve Fund						
Beginning Reserve Balance	$ 323,001	$ 617,661	$ 617,661	$ 451,723	$ 451,723	$ 552,052
Plus: Transfer of Operating Reserve Surplus	294,660	-	34,062	-	100,329	291,747
Less: Use of Reserves for Capital Projects	-	-	(200,000)	-	-	(45,152)
Ending Capital Rehab & Replacement Reserve Balance	***$ 617,661***	***$ 617,661***	***$ 451,723***	***$ 451,723***	***$ 552,052***	***$ 798,647***
Target Ending Balance (3% of Net Assets)[4]	*$ 545,300*	*$ 532,200*	*$ 525,400*	*$ 518,900*	*$ 512,700*	*$ 506,900*
Ending Balance	**$ 802,422**	**$ 746,225**	**$ 650,414**	**$ 650,270**	**$ 765,931**	**$ 1,020,688**
Minimum Target Ending Balance	**$ 730,061**	**$ 723,740**	**$ 724,090**	**$ 725,012**	**$ 726,579**	**$ 728,941**
Ending Surplus/(Deficit) Compared to Reserve Targets	***$ 72,361***	***$ 22,486***	***$ (73,677)***	***$ (74,742)***	***$ 39,352***	***$ 291,747***
Annual Interest Earnings Rate[5]	*0.00%*	*1.86%*	*1.86%*	*1.86%*	*1.86%*	*1.86%*

1. Revenue and expenses for FY 2019/20 through FY 2020/21 are from source file: *Enterprise Funds Budget 2020-21.pdf, pages 56-58.*
2. Beginning cash balance for the Storm Drainage Fund is found in Source File: *Storm Drainage Ent WTB 6_30_20.pdf, Pooled Cash.*
3. NBS Recommends setting the Operating Reserve Fund target at 90 days of operating and maintenance expenses.
4. NBS recommends setting the Capital Outlay Reserve to a minimum of 3% of net assets.
5. City's actual or budgeted interest earnings are used in analysis for unrestricted reserves in FY 2020/21. For 2021/22 and beyond, interest earning rates are estimated at the 3-year average (FY '17/18 - '19/20) for funds invested in LAIF, per the California Treasurer's Office website, for the restricted reserves. Source: https://www.treasurer.ca.gov/pmia-laif/historical/annual.asp.

CHART 1

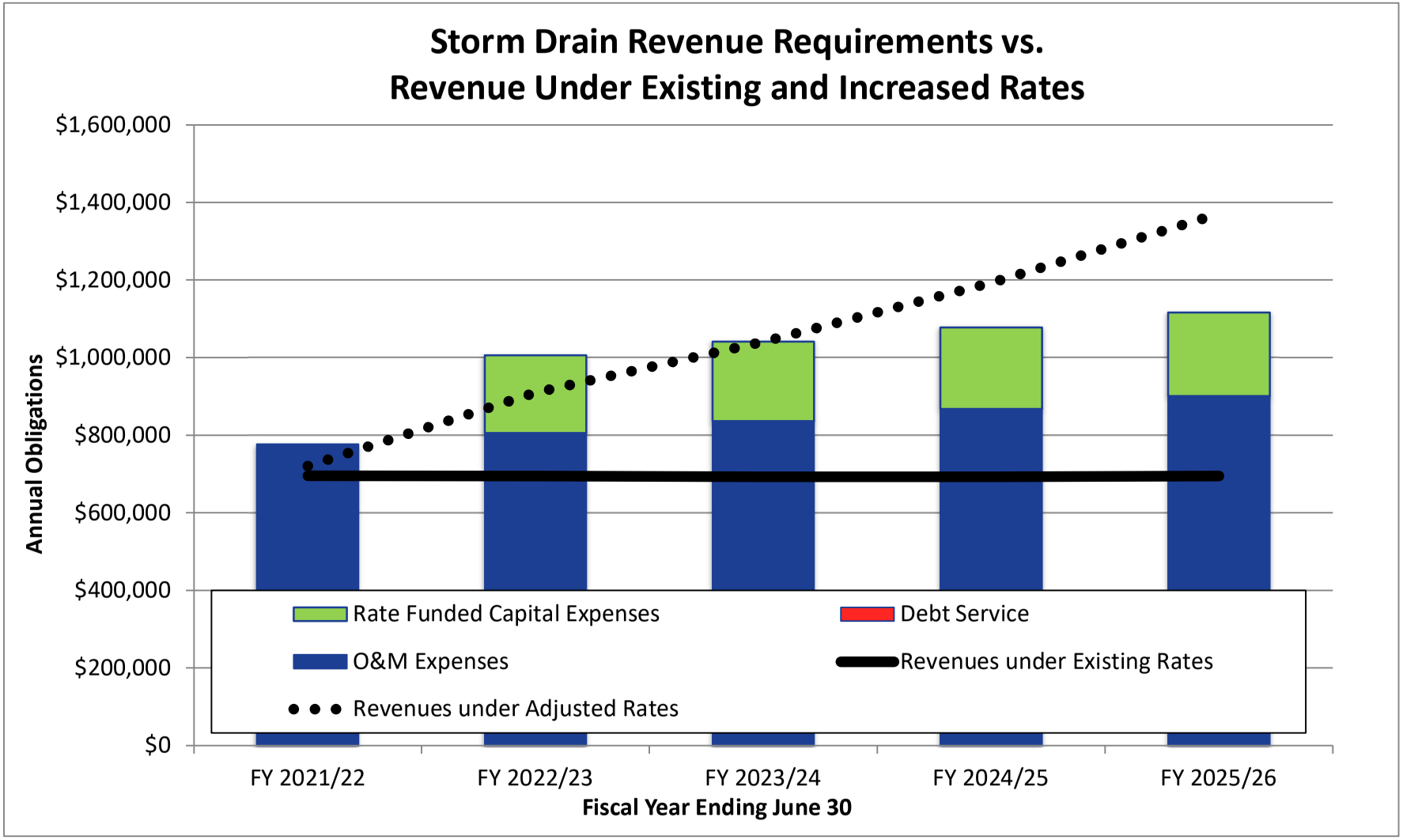

Storm Drain Revenue Requirements vs.
Revenue Under Existing and Increased Rates
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
Annual Obligations
Rate Funded Capital Expenses
Debt Service
O&M Expenses
Revenues under Existing Rates
Revenues under Adjusted Rates
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Fiscal Year Ending June 30

CHART 2

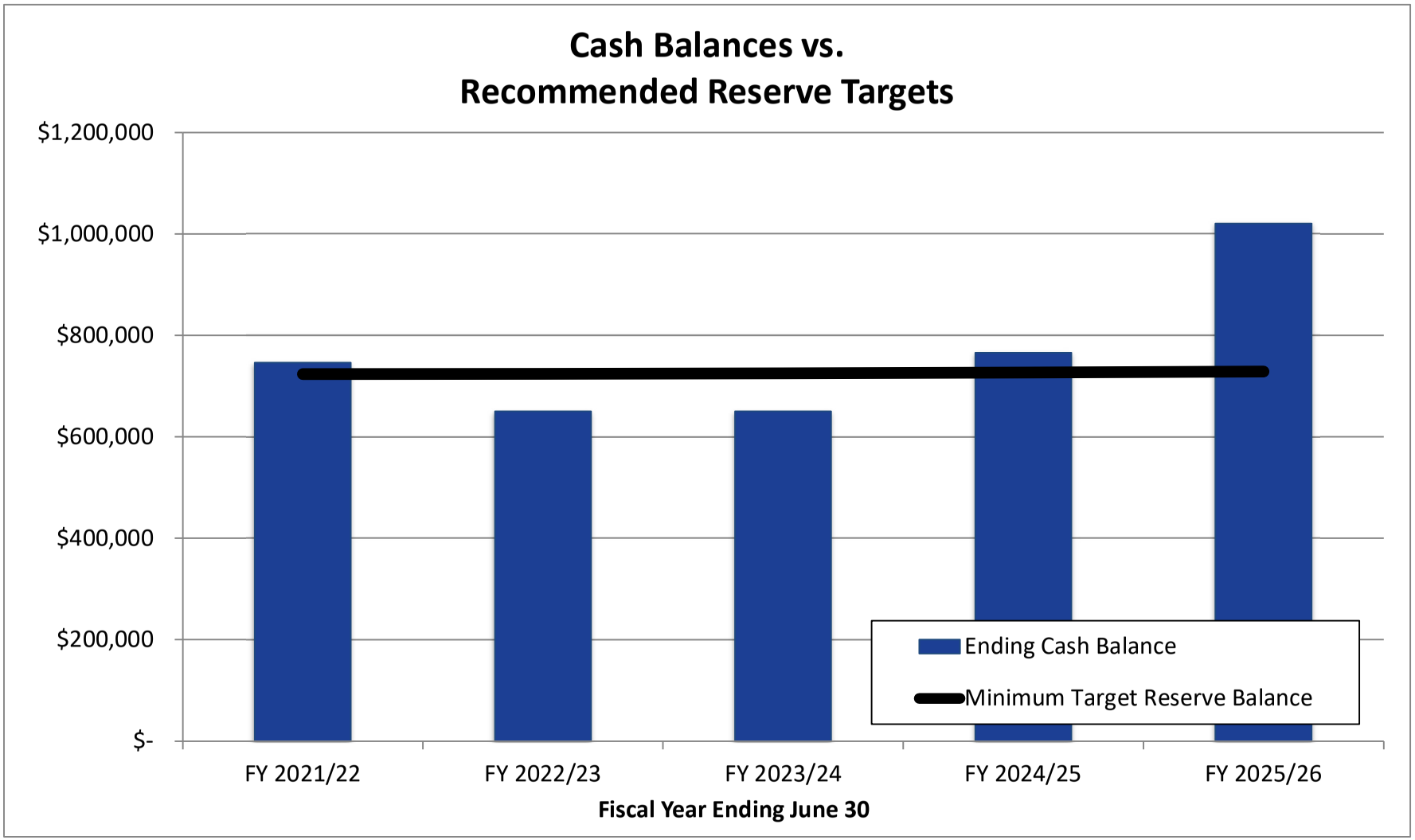
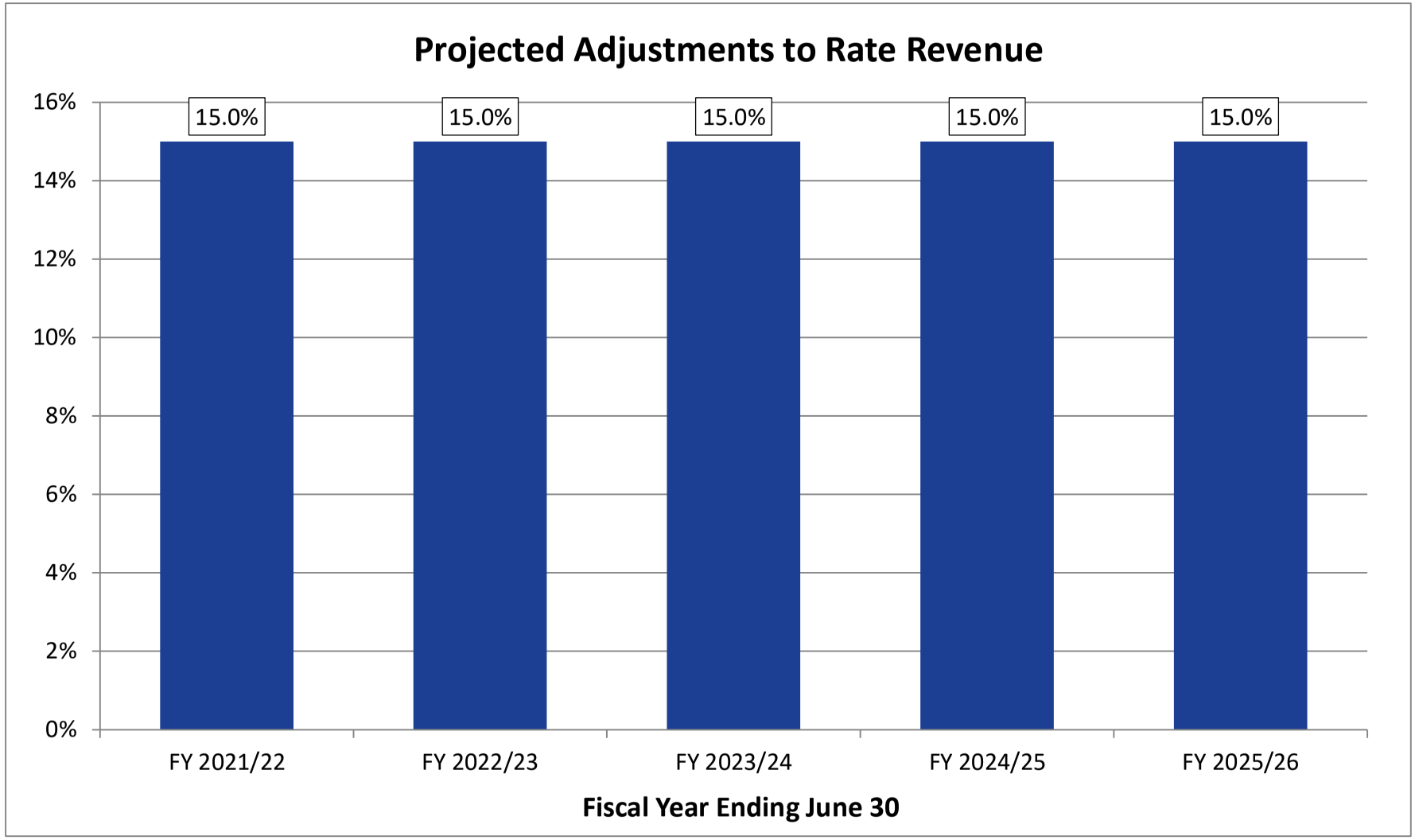

Cash Balances vs.
Recommended Reserve Targets
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$-
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Fiscal Year Ending June 30
Ending Cash Balance
Minimum Target Reserve Balance

CHART 3


Projected Adjustments to Rate Revenue
16%
14%
12%
10%
8%
6%
4%
2%
0%
15.0%
15.0%
15.0%
15.0%
15.0%
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26
Fiscal Year Ending June 30

CITY OF MADERA **EXHIBIT 1**
STORM DRAIN RATE STUDY
Operating Revenue and Expenses

TABLE 3 : REVENUE FORECAST[1]

		Budget	Prop 218 Rate Period				
SOURCES OF REVENUE	***Basis***	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
DRAINAGE OPERATIONS							
Fines & Forfeiture							
Late Payment/Other Penalty	*1*	$ 12,287	$ 12,287	$ 12,287	$ 12,287	$ 12,287	$ 12,287
Subtotal		$ 12,287	$ 12,287	$ 12,287	$ 12,287	$ 12,287	$ 12,287
Charges for Services							
Drainage User Fees	*1*	$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179
Subtotal		$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179
Interest							
Interest Income[2]	*4*	$ 3,110	$ -	$ -	$ -	$ -	$ -
Subtotal		$ 3,110	$ -	$ -	$ -	$ -	$ -
Interfund Charges							
Interfund Charges Revenue - Co	*7*	$ 170,000	$ -	$ -	$ -	$ -	$ -
Subtotal		$ 170,000	$ -	$ -	$ -	$ -	$ -
Gains & Proceeds							
Sale of Real & Personal Property	*7*	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal		$ -	$ -	$ -	$ -	$ -	$ -
Refunds							
Collection Recovery	*1*	$ 155	$ 155	$ 155	$ 155	$ 155	$ 155
Subtotal		$ 155	$ 155	$ 155	$ 155	$ 155	$ 155
DRAINAGE FLOOD CONTROL							
Gains & Proceeds							
Sale of Real & Personal Property	*1*	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal		$ -	$ -	$ -	$ -	$ -	$ -
DRAINAGE CAPITAL OUTLAY							
Non-Cash Capital Contribution							
Capital Contribution	*Exh. 2*	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL: REVENUE		**$ 853,731**	**$ 680,621**	**$ 680,621**	**$ 680,621**	**$ 680,621**	**$ 680,621**

CITY OF MADERA **EXHIBIT 1**
STORM DRAIN RATE STUDY
Operating Revenue and Expenses

TABLE 4 : REVENUE SUMMARY

		Budget	Prop 218 Rate Period				
RATE REVENUE:							
Drainage User Fees		$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179	$ 668,179
OTHER REVENUE:							
Fines & Forfeiture		12,287	12,287	12,287	12,287	12,287	12,287
Refunds		155	155	155	155	155	155
Gains & Proceeds		-	-	-	-	-	-
Other Revenue		170,000	-	-	-	-	-
Interest Income		3,110	-	-	-	-	-
TOTAL: REVENUE		**$ 853,731**	**$ 680,621**	**$ 680,621**	**$ 680,621**	**$ 680,621**	**$ 680,621**

TABLE 5 : OPERATING EXPENSE FORECAST[1]

		Budget	Prop 218 Rate Period				
DESCRIPTION	***Basis***	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
DRAINAGE OPERATIONS							
Interfund Charges							
Facility Maintenance	*4*	$ 47,905	$ 49,300	$ 50,800	$ 52,300	$ 53,900	$ 55,500
Admin Ove.	*4*	2,084	2,100	2,200	2,300	2,400	2,500
Subtotal		$ 49,989	$ 51,400	$ 53,000	$ 54,600	$ 56,300	$ 58,000
Transfer Out							
Transfer Out - Insurance Rese.	*7*	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000
Subtotal		$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000
Sub-Total: Drainage Operations		**$ 94,989**	**$ 96,400**	**$ 98,000**	**$ 99,600**	**$ 101,300**	**$ 103,000**
Depreciation (Non-cash item left out of analysis)[3]							
Depreciation/Replacement	*7*	$ 589	$ 600	$ 600	$ 600	$ 600	$ 600
Subtotal		$ 589	$ 600	$ 600	$ 600	$ 600	$ 600

CITY OF MADERA **EXHIBIT 1**
STORM DRAIN RATE STUDY
Operating Revenue and Expenses

TABLE 6 : OPERATING EXPENSE FORECAST[1]

		Budget	Prop 218 Rate Period				
DESCRIPTION	***Basis***	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
DRAINAGE FLOOD CONTROL							
Salaries & Benefits							
Salaries / Full-Time	*2*	$ 197,416	$ 207,300	$ 217,700	$ 228,600	$ 240,000	$ 252,000
Salaries / Part-Time	*2*	-	-	-	-	-	-
Salaries / Overtime	*2*	6,000	6,300	6,600	6,900	7,200	7,600
Salaries / Leave Payout	*2*	-	-	-	-	-	-
Salaries / Uniform Pay	*2*	592	600	600	600	600	600
Public Employees Retirement	*3*	25,814	27,100	28,500	29,900	31,400	33,000
Long Term Disability Insurance	*3*	662	700	700	700	700	700
Life Insurance Premiums	*3*	291	300	300	300	300	300
Workers Compensation Insurance	*3*	19,344	20,300	21,300	22,400	23,500	24,700
Medicare Tax - Employer's Share	*3*	3,037	3,200	3,400	3,600	3,800	4,000
Unfunded Accrued Liability	*3*	53,424	56,100	58,900	61,800	64,900	68,100
Deferred Compensation/Part-Time	*3*	-	-	-	-	-	-
Deferred Compensation/Full-Time	*3*	6,745	7,100	7,500	7,900	8,300	8,700
Unemployment Insurance	*3*	876	900	900	900	900	900
Section 125 Benefit Allowance	*3*	38,793	40,700	42,700	44,800	47,000	49,400
Subtotal		$ 352,994	$ 370,600	$ 389,100	$ 408,400	$ 428,600	$ 450,000
Materials & Services							
Gas & Electric Utilities	*6*	$ 50,000	$ 52,500	$ 55,100	$ 57,900	$ 60,800	$ 63,800
Vehicle Fuel, Supplies & Maintenance	*5*	12,500	13,100	13,800	14,500	15,200	16,000
Contracted Services	*4*	15,000	15,500	16,000	16,500	17,000	17,500
Taxes & Assessments	*4*	22,000	22,700	23,400	24,100	24,800	25,500
Maintenance/Other Supplies	*4*	23,000	23,700	24,400	25,100	25,900	26,700
Subtotal		$ 122,500	$ 127,500	$ 132,700	$ 138,100	$ 143,700	$ 149,500
Interfund Charges							
Interfund Charge - Central Su.	*7*	$ 3,324	$ 3,300	$ 3,300	$ 3,300	$ 3,300	$ 3,300
Interfund Charge - Admin. Overhead	*7*	38,271	38,300	38,300	38,300	38,300	38,300
Interfund Charge - Vehicle Replacement	*7*	12,031	12,000	12,000	12,000	12,000	12,000
Interfund Charge - Vehicle Maintenance	*7*	32,978	33,000	33,000	33,000	33,000	33,000
Interfund Charge - Comp. Maintenance	*7*	11,490	11,500	11,500	11,500	11,500	11,500
Interfund Charge - Computer	*7*	2,649	2,600	2,600	2,600	2,600	2,600
Interfund Charge - Software	*7*	262	300	300	300	300	300
Subtotal		$ 101,005	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000
Special Payments							
Pension Expense-GASB 68	*3*	$ 69,578	$ 73,100	$ 76,800	$ 80,600	$ 84,600	$ 88,800
Subtotal		$ 69,578	$ 73,100	$ 76,800	$ 80,600	$ 84,600	$ 88,800
Transfer Out							
Transfer Out - Insurance Rese.	*7*	8,244	8,200	8,200	8,200	8,200	8,200
Subtotal		$ 8,244	$ 8,200	$ 8,200	$ 8,200	$ 8,200	$ 8,200
Sub-Total: Drainage Flood Control		**$ 654,321**	**$ 680,400**	**$ 707,800**	**$ 736,300**	**$ 766,100**	**$ 797,500**

CITY OF MADERA **EXHIBIT 1**
STORM DRAIN RATE STUDY
Operating Revenue and Expenses

TABLE 7 : OPERATING EXPENSE FORECAST[1]

		Prop 218 Rate Period					
		Budget					
DESCRIPTION	***Basis***	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
DRAINAGE CAPITAL OUTLAY							
Capital Outlay							
Construction/Infrastructure	*7*	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal		$ -	$ -	$ -	$ -	$ -	$ -
Sub-Total: Drainage Capital Outlay		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Depreciation (Non-cash item left out of analysis)[3]							
Depreciation/Replacement	*7*	$ 328,927	$ 328,900	$ 328,900	$ 328,900	$ 328,900	$ 328,900
Subtotal		$ 328,927	$ 328,900	$ 328,900	$ 328,900	$ 328,900	$ 328,900
GRAND TOTAL: STORM DRAIN OPERATING EXPENSES		**$ 749,310**	**$ 776,800**	**$ 805,800**	**$ 835,900**	**$ 867,400**	**$ 900,500**

TABLE 8 : FORECASTING ASSUMPTIONS

INFLATION FACTORS[4]	***Basis***	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Customer Growth	*1*	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Salaries	*2*	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Benefits	*3*	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
General Inflation	*4*	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Fuel	*5*	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Electricity	*6*	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
No Escalation	*7*	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

1. Revenue and expenses for FY 2019/20 through FY 2020/21 are from source file: *Enterprise Funds Budget 2020-21.pdf, pages 56-58.*
2. Interest income is calculated in the Financial Plan and excluded from this table.
3. Depreciation expense is not considered in this projection since it is not a cash expense.
4. Inflation values follow assumptions made in water and sewer rate study from 2015.
   Source file: Rate Study 2015.pdf, Table 1-1, Page 12.

EXHIBIT 2

TABLE 9 : CAPITAL FUNDING SUMMARY

5-Year Rate Period

CAPITAL FUNDING FORECAST	Budget	Projected				
Funding Sources:	**FY 2020/21**	**FY 2021/22**	**FY 2022/23**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**
Grants	$ -	$ -	$ -	$ -	$ -	$ -
Use of Capacity Fee Reserves	-	-	-	-	-	-
SRF Loan Funding	-	-	-	-	-	-
Use of New Revenue Bond Proceeds	-	-	-	-	-	-
Use of Capital Rehabilitation and Replacement Reserve	-	-	200,000	-	-	45,152
Rate Revenue	$ -	$ -	$ -	$ 205,000	$ 210,125	$ 170,226
Total Sources of Capital Funds	**$ -**	**$ -**	**$ 200,000**	**$ 205,000**	**$ 210,125**	**$ 215,378**
Uses of Capital Funds:						
Total Project Costs	$ -	$ -	$ 200,000	$ 205,000	$ 210,125	$ 215,378
Capital Funding Surplus (Deficiency)	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
Bank Loan	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
New Revenue Bond Proceeds	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***

CAPITAL IMPROVEMENT PROGRAM

TABLE 10 : CAPITAL IMPROVEMENT PROGRAM COSTS *(current-year dollars)*

5-Year Rate Period

Project #	Storm Drain System Improvements	2021	2022	2023	2024	2025	2026
RSW10A	30" SD Pipe in Lake Street from Clark to Wessmith			$ 100,000			
RSW06	30" SD Pipe in Lake Street from 80' north of Kennedy to Clark			$ 100,000			
	Future Projects				$ 200,000	$ 200,000	$ 200,000
Total: CIP Program Costs *(Current-Year Dollars)*		**$ -**	**$ -**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**

TABLE 11 : CAPITAL IMPROVEMENT PROGRAM COSTS *(future-year dollars)*

Project Description		2021	2022	2023	2024	2025	2026
RSW10A	30" SD Pipe in Lake Street from Clark to Wessmith	$ -	$ -	$ 100,000	$ -	$ -	$ -
RSW06	30" SD Pipe in Lake Street from 80' north of Kennedy to Clark	-	-	100,000	-	-	-
--	Future Projects	-	-	-	205,000	210,125	215,378
Total: CIP Program Costs *(Future-Year Dollars)*		**$ -**	**$ -**	**$ 200,000**	**$ 205,000**	**$ 210,125**	**$ 215,378**

TABLE 12 : FORECASTING ASSUMPTIONS

Economic Variables	2021	2022	2023	2024	2025	2026
Annual Construction Cost Inflation, Per Engineering News Record [1]	*0.00%*	*0.00%*	*0.00%*	*2.50%*	*2.50%*	*2.50%*
Cumulative Construction Cost Multiplier from 2021	*1.00*	*1.00*	*1.00*	*1.03*	*1.05*	*1.08*

1. Construction inflator is based on the most current 10 year average of the Engineering News-Record Construction Cost Index.
Source: www.enr.com/economics (August 2010 to August 2020).

CITY OF MADERA
STORM DRAIN RATE STUDY
Storm Drain Rates Under Existing Rate Schedule

TABLE 13 : CURRENT STORM DRAINAGE RATE SCHEDULE

Current Monthly Rates[1]	Effective Dec. 21, 1992
Single Family Residential	
per month	$2.00
Multi Family Residential	
Equal or less than 40 units	
per square foot,	$0.002
maximum per month	$80.00
Greater than 40 & equal or less than 80 units	
per square foot,	$0.002
maximum per month	$160.00
Greater than 81 units	
per square foot,	$0.002
maximum per month	$240.00
Non-Residential (Except Churches)	
per square foot of ground floor,	$0.004
maximum per month	$80.00
Non-Residential (Churches)	
per square foot of ground floor,	$0.002
maximum per month	$80.00

1. Monthly service fee per Resolution 92-120. Source file: *Drainage.pdf*

TABLE 14

Customer Class	Number of Accounts[1]	Percent of Total	Square Footage Estimate	Percent of Total
Single Family Residential	13,585	**94.4%**	n/a	
Multi Family Residential	4	**0.0%**	938,745	**14.5%**
Non-Residential	799	**5.6%**	5,532,315	**85.5%**
Total	**14,388**	**100.0%**	**6,471,060**	**100.0%**

1. Number of accounts from Oct. 2020 & square footage estimate from source files:
MAIS Meter Usage 12 Months_Manipulated_02.06.21.xlsx,
2020 SEP-NOV MUNIS Billing2_Manipulated.xlsx, 2020 DEC MUNIS Billing_Manipulated.xlsx

TABLE 15

Customer Class	2020 Revenue	Percent of Total
Single Family Residential	$ 415,808	**61.1%**
Multi Family Residential	$ 12,919	**1.9%**
Non-Residential	$ 251,973	**37.0%**
Total	**$ 680,699**	**100%**

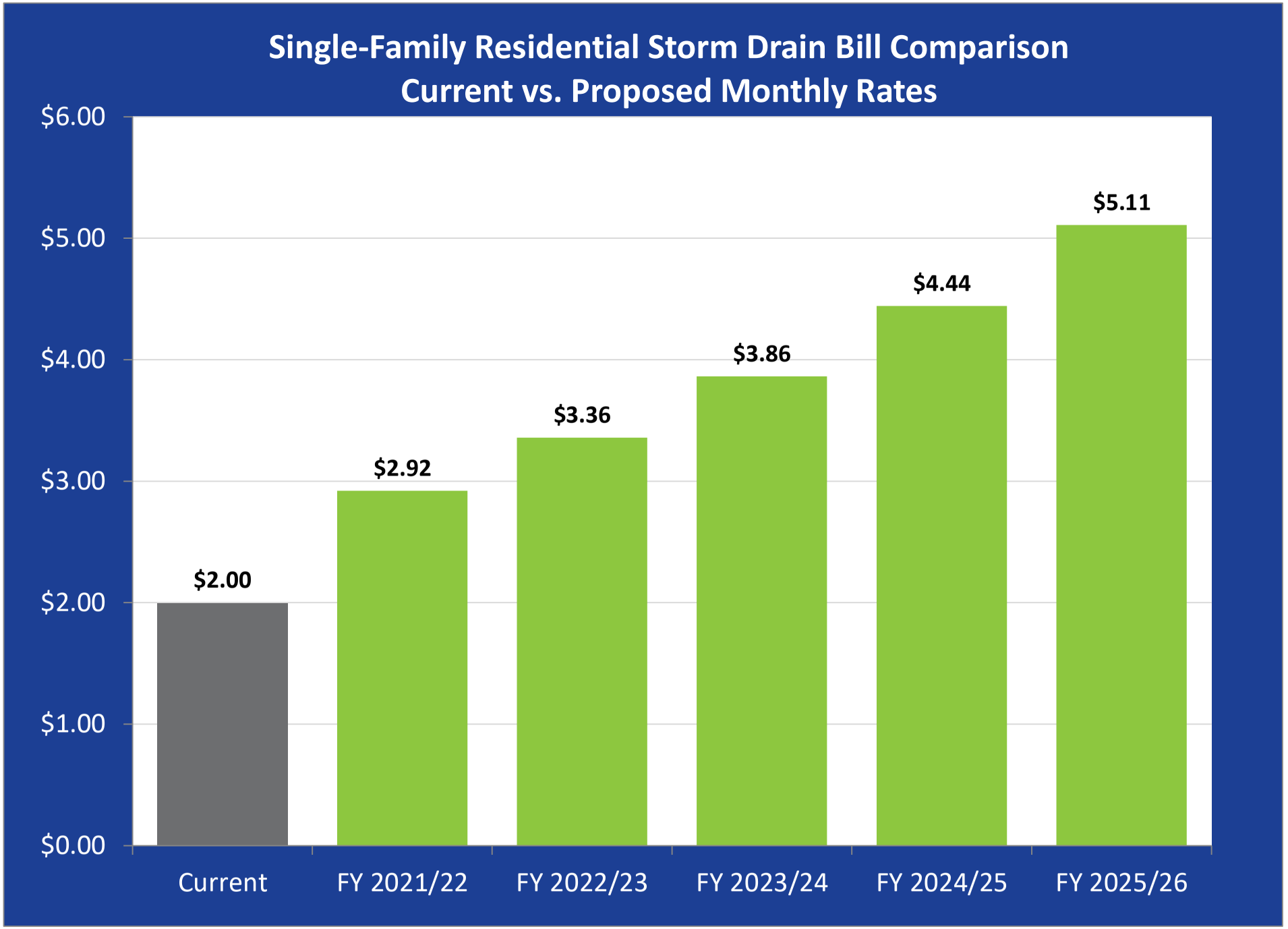
1. 2020 revenue found in source files: *MAIS Meter Usage 12 Months_Manipulated_02.06.21.xlsx,*
2020 SEP-NOV MUNIS Billing2_Manipulated.xlsx, 2020 DEC MUNIS Billing_Manipulated.xlsx

TABLE 16 : SUMMARY OF RATE CALCULATION

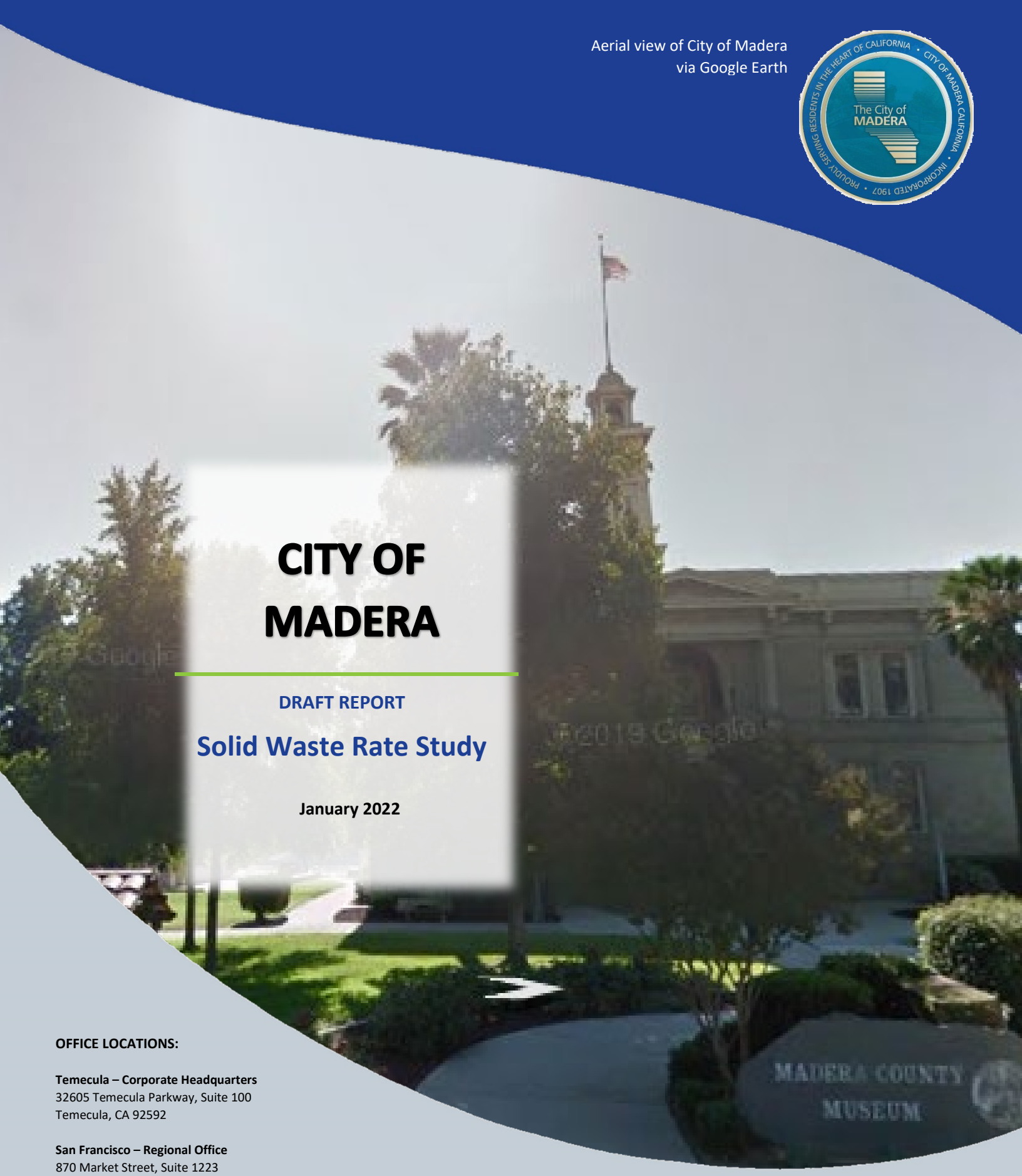
Customer Classes	FY 2021/22 Net Revenue Requirement	Number of Accounts	Square Footage Estimate	By Account Monthly Charge	By Sq. Ft. Monthly Charge	Max Sq. Ft. Based on Current Rates	Max Monthly Rate
Proposed Storm Drain Monthly User Charges							
math formula	*a*	*b*	*c*	*d = b / a*	*e = c / a*	*f*	*g = f * e*
Single Family Residential	$ 476,147	*13,585*	n/a	$ 2.92	n/a	n/a	n/a
Multi Family Residential	$ 14,793	*4*	938,745	n/a	$ 0.002	40,000	$ 80.00
40 units to 80 units	-	-	-	n/a	$ 0.002	80,000	$ 160.00
Over 81 units	-	-	-	n/a	$ 0.002	120,000	$ 240.00
Non-Residential	$ 288,538	*799*	5,532,315	n/a	$ 0.005	20,000	$ 100.00
Total Net Revenue Requirement	**$ 779,478**	**14,388**	**6,471,060**				

TABLE 17 : CURRENT VS. PROPOSED STORM DRAIN RATES

Storm Drain Rate Schedule	Current Rates	Proposed Rates				
		FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Proposed Monthly Usage Charge						
Single Family Residential						
per month	$2.00	$2.92	$3.36	$3.86	$4.44	$5.11
Multi Family Residential						
Equal or less than 40 units						
per square foot,	$0.002	$0.002	$0.003	$0.004	$0.005	$0.006
maximum per month	$80.00	$80.00	$92.00	$106.00	$122.00	$140.00
Greater than 40 & equal or less than 80 units						
per square foot,	$0.002	$0.002	$0.003	$0.004	$0.005	$0.006
maximum per month	$160.00	$160.00	$184.00	$212.00	$244.00	$281.00
Greater than 81 units						
per square foot,	$0.002	$0.002	$0.003	$0.004	$0.005	$0.006
maximum per month	$240.00	$240.00	$276.00	$317.00	$365.00	$420.00
Non-Residential (Including Churches)						
per square foot of ground floor,	$0.004	$0.005	$0.006	$0.007	$0.009	$0.011
maximum per month	$80.00	$100.00	$115.00	$132.00	$152.00	$175.00


Single-Family Residential Storm Drain Bill Comparison
Current vs. Proposed Monthly Rates
$6.00
$5.00
$4.00
$3.00
$2.00
$1.00
$0.00
$2.00
$2.92
$3.36
$3.86
$4.44
$5.11
Current
FY 2021/22
FY 2022/23
FY 2023/24
FY 2024/25
FY 2025/26

Aerial view of City of Madera
via Google Earth



CITY OF MADERA

DRAFT REPORT

Solid Waste Rate Study

January 2022

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San Francisco – Regional Office
870 Market Street, Suite 1223
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NBS helping communities fund tomorrow

TABLE OF CONTENTS

Section 1. Purpose and Overview of the Study 1

A. Purpose 1

B. Overview of the Study 1

Section 2. Solid Waste Rate Study 4

A. Key Solid Waste Rate Study Issues 4

B. Financial Plan 4

C. Cost of Service Analysis 7

D. Rate Design Analysis 10

E. Proposed Solid Waste Rates 11

F. Comparison of Current and Proposed Solid Waste Monthly Bills 14

Section 3. Recommendations and Next Steps 16

A. Consultant Recommendations 16

B. Next Steps 16

C. NBS' Principal Assumptions and Considerations 16

Appendix: Detailed Solid Waste Rate Study Tables and Figures

TABLE OF FIGURES

Figure 1. Summary of Solid Waste Revenue Requirements 5
Figure 2. Summary of Solid Waste Operating Reserve 5
Figure 3. Summary of Solid Waste Revenue Requirements 6
Figure 4. Summary of Solid Waste Operating Reserve 6
Figure 5. Summary of Current Rate Revenue & Costs of Mid Valley Services 9
Figure 6. Summary of Components of the Revenue Requirements 9
Figure 7. Summary of Proposed Rate Revenue 9
Figure 8. Solid Waste Rates for Standard (96-Gallon) Container Services 11
Figure 9. Solid Waste Rates for Commercial Bin Services 12
Figure 10. Solid Waste Rates for Commercial Recyclables & Compactor Services 13
Figure 11. Solid Waste Rates for Other Commercial Services 13
Figure 12. Solid Waste Rates - Residential Customers 14
Figure 13. Details of Single-Family Solid Waste Rates 14
Figure 14. Solid Waste Rates - Commercial Bin Services 15

SECTION 1. PURPOSE AND OVERVIEW OF THE STUDY

A. Purpose

The City of Madera (City) provides solid waste collection and disposal services through a franchise agreement with Mid Valley Disposal (Mid Valley) and last updated its solid waste rates in 2017, although the City has not performed a rate study in many years. Recent Proposition 218[1] (Prop 218) related court decisions[2] required the City to demonstrate the cost-basis of new rates, which must then be approved through Prop 218 noticing procedures.

To demonstrate this cost-basis, this comprehensive solid waste rate study evaluates revenue requirements and the estimated costs of collection and disposal services. Key objectives in this analysis include improving the fairness and equity among various customer classes and service levels and the defensibility of the City's rates. However, the most significant change is the cost the City will incur to comply with new State regulations[3] (SB 1383) related to organics recycling programs, which is currently estimated to increase overall costs by approximately 35 percent. The recommended rates were developed in a manner that is consistent with industry standard cost-of-service principles and include a general SB 1383 surcharge. This surcharge may be adjusted later once actual costs and changes in services provided to customers are better understood. By documenting the rate study methodology and cost-of-service analysis, this report provides the necessary support for the Prop 218 approval process and helps the City maintain transparent communications with its residential and commercial solid waste customers.

NBS worked cooperatively with City and Mid Valley staff to develop collection and disposal costs assumptions. An overview of the rate study methodology is summarized below.

B. Overview of the Study

Comprehensive rate studies, whether for a water, sewer, or solid waste utility, include three key components:

1. **Financial Plan,** which identifies the current and projected costs and revenues, including the City's administrative and overhead costs, and the annual net revenue requirements for the solid waste utility that must be collected through solid waste rates.
2. **Cost of Service Analysis,** which determines the cost of providing service to each customer class and service level, such as the standard three-container service to residential customers vs. commercial types of service, such as two-cubic yard bin service with once-per-week pickups.
3. **Rate Design Analysis,** unlike water and sewer rate studies, which evaluate different alternatives for fixed and variable charges, solid waste rates are driven by the collection and disposal costs for each type of service, which are combined into a single fixed monthly charge[4].

---

[1] *California Constitution article XIII D, Section 6, commonly referred to as Proposition 218 [Prop 218].*

[2] *For example, the San Juan Capistrano court case (Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano, Opinion G048969, Superior Ct. No 30-2012-00594579, Filed April 20, 2015).*

[3] *California Code of Regulations, Title 14, Division 7, Chapter 3, Article 6.0.*

[4] *There is also a separate Administrative Fee, primarily for container replacement, collected from residential customers.*

These three components embody the industry standards and fundamental cost-of-service rate making principles detailed in the American Water Works Association (AWWA) Principles of Water Rates, Fees, and Charges[5], also referred to as the M1 Manual. They also represent the order in which the study was performed.

This methodology meets the Prop 218 requirements that rates not exceed the cost of providing the service, and that the rates are proportionate to the cost of providing service for all customers. That is, rates for one customer class do not subsidize the rates for another customer class.

The following sections briefly summarize each of the three study components, including the methodologies and general assumptions used in developing recommended solid waste rates. Section 2 then provides more detailed results, and the Appendix provides full documentation of how rates were developed.

FINANCIAL PLAN

NBS projected revenues and expenditures on a cash-basis for the next five years based on City budgets. The amount of rate revenue required to meet annual costs and maintain reserves at or near the recommended levels, is known as the *net revenue requirement*. As current rate revenue falls short of the net revenue requirement, rate adjustments -- or more accurately, adjustments in the total revenue collected from rates – are recommended. There is also a question about whether the City wants to include the costs of street sweeping services in solid waste revenue requirements and whether the Administrative Fee (Admin Fee) the City currently pays to Mid Valley should be collected from residential customers.[6]

COST OF SERVICE

As noted above, cost-of-service principles are generally the same whether applied to water, sewer, or solid waste rates. Since Prop 218 requires that solid waste rates demonstrate the cost basis for the monthly charges, this study relied on the best available assumptions about these costs[7], including waste volumes and densities, time spent on collection routes, and the differences between the costs of residential vs. commercial vs. recyclable services and various other types of service.

As with any rate study, there are limits to the level of detail on individual customers and customer classes. For example: (1) individual residential solid waste customers dispose various amounts of trash and other materials, some more than the average and some less; (2) a particular commercial customer (say a 2-Cubic Yard (CY) bin picked up once per week) may dispose twice the average trash and/or may be located significantly farther from the normal commercial route.

While costs for individual customers may be more or less than average, cost-of-service analysis treats these customers as a "customer class", regardless of these individual differences. For example, standard single-family rates assume that all customers dispose of the same amount of trash, recyclables and green waste, and that differences in Mid Valley's travel distances to individual customers are not a factor in their rate. Likewise, all 2-CY bin commercial customers are assumed to dispose the average amount of trash. Otherwise, customer class rates would devolve into different rates for every single customer, for which there is insufficient data, and which is not administratively or practically feasible even if there was sufficient data.

---

[5] *Principles of Water Rates, Fees, and Charges, Manual of Water Supply Practices, M1, AWWA, seventh edition, 2017.*

[6] *The City currently pays Mid Valley this fee for residential customers but does not collect it from these customers.*

[7] *Many assumptions were provided by Mid Valley Disposal based on their experience and actual costs.*

Additionally, general guidance on rate setting practices include the following observation: (1) rates do not need to be determined on a "parcel-by-parcel" basis but can be grouped and calculated on a "class-by-class" basis; (2) "apportionment" (i.e., allocation of costs) is not a determination that lends itself to a precise calculation; (3) apportionment in accordance with the City's informal, best cost estimates is sufficient, and (4) ratemaking data does not need to be perfect.[8]

Regarding the SB 1383 surcharge, this surcharge was calculated as a 35-percent across-the-board increase in proposed new solid waste rates. This assumes that this new regulation provides new services and environmentally based benefits to solid waste customers on a broad basis vs. specific new services (and benefits) to just a limited number of customers. Once the actual costs and specific programs are better understood, the City may need to refine this surcharge in terms of the total costs recovered and/or how it is allocated to individual customer classes.

RATE DESIGN

Rate design for solid waste rates is a far less complicated analysis than for water or sewer rates, where trade-offs between fixed and volumetric charges must be considered. In contrast, solid waste rates are 100-percent "fixed" in that they use a single monthly rate that includes both collection and disposal for each type of service. However, several of the more generic criteria documented in various rate-setting manuals[9] are typically considered in setting solid waste rates, including pricing policies, theories, and economic concepts. The following are the rate design attributes applicable to a sound solid waste rate structure:

- Rates are easy to understand from the customer's perspective.
- Rates are easy to administer from the utility's perspective.
- Rates are equitable and non-discriminating (that is, cost based).
- There is continuity in the ratemaking philosophy over time.
- Rates should address other utility policies (for example, encouraging waste reduction, recycling, and the economic development of the community).
- Rates should provide month-to-month and year-to-year revenue stability.

REGULATORY ISSUES

State regulations, beginning with AB 929 in 1989, have promoted waste reduction and recycling for the purpose of preserving landfill capacities and increasing the quantity of recyclable materials reused. The key regulatory issue the City is currently facing is SB 1383 which was recently adopted and mandates significant new organics and food waste recycling programs. These extensive regulatory mandates have an initial (Tier 1) implementation date of January 1, 2022. Mid Valley and the City are currently discussing how to meet these requirements, and Mid Valley has stated that these new programs typically increase overall costs by 35-40 percent. Although NBS is recommending the City implement an SB 1383 surcharge of 35 percent, these implementation discussions will play a role in future rate increases and the currently proposed surcharge may be adjusted as needed.

---

[8] *ACWA Board of Directors' Workshop Agenda Packet, July 30, 2015, Kelly Salt, Partner, Best Best & Krieger, LLP, pp. 6 and 8 of 95.*

[9] *Such as the American Water Works Association (AWWA) Manual M1.*

SECTION 2. SOLID WASTE RATE STUDY

A. Key Solid Waste Rate Study Issues

The City's solid waste rate analysis was undertaken with a few specific objectives, including:

- Maintaining annual revenues needed to sufficiently fund operational expenditures, including salaries and benefits of City staff, overhead/interfund charges, and regulatory compliance programs.
- Maintaining reserve fund levels to ensure future financial stability for the solid waste utility.
- Continuing to encourage recycling and waste reduction.
- Providing revenue stability for the Utility, particularly considering new regulatory mandates imposed by the State, such as SB 1383.
- Complying with Prop 218 requirements to ensure cost are properly allocated among customer classes and service levels.

The rate structure NBS proposed relied on these industry standards and cost-of-service principles. The recommended rates were calculated based on the net revenue requirements, number of customer accounts, and various assumptions and data provided by the City and Mid Valley.

B. Financial Plan

Besides meeting the overall goal of providing sufficient revenue to meet annual operating and regulatory costs, financial plans also strive to maintain reasonable reserves to handle emergencies and follow sound financial management practices to ensure the financial health of the solid waste utility. Rate adjustments are governed by the need to meet these objectives. The current financial status of the City's solid waste utility is as follows:

- **Meeting Net Revenue Requirements:** For Fiscal Year (FY) 2021/22 through FY 2025/26, the average projected net revenue requirement is approximately $6 million per year. If no rate increases are implemented, the annual deficits are projected to grow from $1 million in FY 2021/22 to $2 million by FY 2025/26.
- **Operating Reserve Funds:** The operating reserve provides for fiscal emergencies such as revenue shortfalls or, more likely in the solid waste utility's case, unfunded regulatory mandates. The utility's operating reserve is considered an unrestricted reserve. Although this reserve would normally only need to be about 10 percent of annual operating expenses (given that over 60 percent of expenses are payments to Mid Valley), the utility should maintain a reserve balance of closer to 30 percent as a short-term funding backstop for SB 1383 compliance. This amounts to approximately $1.8 million. Without rate increases, the ending balance of the operating reserves would go negative by more than $7 million.
- **Inflation and Growth Projections:** Projected future revenue and expense assumptions were made based on current expectations, including the ongoing impacts of the Covid 19 pandemic and what appear to be accelerating inflation.
    - Although the City has some population growth, customer growth is conservatively assumed to be 0 percent.
    - General inflation is assumed to be 3 percent annually.
    - Growth in City salaries and benefits are assumed to be 1.5 percent per year.

- **Contractor Payments:** Mid Valley payments are the largest single expense and is projected assuming a general inflation rate of 3 percent annually. However, as noted above, the cost of compliance with SB 1383 will be a significant cost increase that has not yet been defined and is not included in these projections. Once the City has a better understanding of those costs, a significant future adjustment will likely be needed.

Rate revenue increases of ten percent (10 percent) in FY 2021/22 through FY 2024/25 and four percent (4 percent) in FY 2025/26, will adequately fund operating expenses and, while maintaining less-than-optimal reserves, fixes the trending deficit and recommended levels will be achieved a few years after this five-year period. **Figure 1** summarizes the sources and uses of funds, net revenue requirements, and the recommended annual rate increases for the next five years. These projections do not include the assumed 35 percent surcharge needed to pay for the SB 1383 mandated costs.

Figure 1. Summary of Solid Waste Revenue Requirements

Summary of Sources and Uses of Funds and Net Revenue Requirements	Projection FY 2019/20	Budget FY 2020/21	Projected FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Sources of Solid Waste Funds							
Disposal Collection Fees	$ 5,035,107	$ 5,266,337	$ 5,266,337	$ 5,266,337	$ 5,266,337	$ 5,266,337	$ 5,266,337
Street Sweeping Fees	444,880	406,637	406,637	406,637	406,637	406,637	406,637
Other Charges & Interest Income	399,557	445,914	156,133	134,996	134,726	134,726	141,150
Total Sources of Funds	**$ 5,879,544**	**$ 6,118,888**	**$ 5,829,107**	**$ 5,807,970**	**$ 5,807,700**	**$ 5,807,700**	**$ 5,814,124**
Uses of Solid Waste Funds							
Materials & Services	$ 4,839,643	$ 4,630,784	$ 4,769,391	$ 4,912,055	$ 5,058,997	$ 5,210,344	$ 5,366,228
Street Cleaning	$ 560,560	$ 504,904	$ 516,021	$ 527,417	$ 539,098	$ 551,074	$ 563,351
Transfer Out	$ 780,494	$ 780,494	$ 780,494	$ 780,494	$ 780,494	$ 780,494	$ 780,494
Interfund Charges	$ 470,530	$ 470,006	$ 484,106	$ 498,629	$ 513,588	$ 528,996	$ 544,866
Salaries & Benefits	$ 289,754	$ 322,358	$ 327,193	$ 332,101	$ 337,083	$ 342,139	$ 347,271
Operating Expenses:	$ 17,894	$ 214,678	$ 219,929	$ 225,319	$ 230,853	$ 236,535	$ 242,369
Total Uses of Funds	**$ 6,958,875**	**$ 6,923,224**	**$ 7,097,135**	**$ 7,276,016**	**$ 7,460,114**	**$ 7,649,581**	**$ 7,844,578**
Surplus (Deficiency) before Rate Increase	**$ (1,079,331)**	**$ (804,336)**	**$ (1,268,028)**	**$ (1,468,046)**	**$ (1,652,414)**	**$ (1,841,881)**	**$ (2,030,454)**
Additional Revenue from Rate Increases	$ -	$ -	$ 131,658	$ 1,105,931	$ 1,743,158	$ 2,444,107	$ 2,752,525
Surplus (Deficiency) after Rate Increase	**$ (1,079,331)**	**$ (804,336)**	**$ (1,136,370)**	**$ (362,115)**	**$ 90,744**	**$ 602,226**	**$ 722,070**
Increase in Annual Rate Revenue	*0.00%*	*0.00%*	*10.00%*	*10.00%*	*10.00%*	*10.00%*	*4.00%*
Cumulative Increases	*0.00%*	*0.00%*	*10.00%*	*21.00%*	*33.10%*	*46.41%*	*52.27%*
Net Revenue Requirement [1]	**$ 6,114,438**	**$ 6,070,673**	**$ 6,534,365**	**$ 6,734,383**	**$ 6,918,751**	**$ 7,108,218**	**$ 7,296,791**
Total Rate Revenue After Rate Increases	**$ 5,035,107**	**$ 5,266,337**	**$ 5,397,995**	**$ 6,372,268**	**$ 7,009,495**	**$ 7,710,444**	**$ 8,018,862**

1. Total Use of Funds less non-rate revenues and interest earnings. This is the annual amount needed from solid waste rates.

Figure 2 summarizes the projected reserve balances and targets for the solid waste utility's operating reserve. A more detailed version of the proposed 5-year financial plan is included in the Appendix. As Figure 2 shows, reserves will meet the minimum target for all projected years. **Figures 3 and 4** graphically show the revenues and expenses and the reserve fund balances with and without rate increases.

Figure 2. Summary of Solid Waste Operating Reserve

Ending Reserve Fund Balances and Recommended Reserve Targets	Projection FY 2019/20	Budget FY 2020/21	Projected FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
O&M Reserve Fund							
O&M Reserve Fund Ending Balance	$ 1,955,229	$ 1,150,893	$ 14,523	$ (347,592)	$ (256,849)	$ 345,377	$ 1,067,447
O&M Reserve Fund Minimum Target	*1,740,000*	*1,730,000*	*1,770,000*	*1,820,000*	*1,870,000*	*1,910,000*	*1,960,000*
Total Ending Reserves - Proposed Rates	**$ 1,955,229**	**$ 1,150,893**	**$ 14,523**	**$ (347,592)**	**$ (256,849)**	**$ 345,377**	**$ 1,067,447**
Total Ending Balance w/o Rate Increases	**$ 1,955,229**	**$ 1,150,893**	**$ (117,135)**	**$ (1,585,182)**	**$ (3,237,595)**	**$ (5,079,477)**	**$ (7,109,931)**
Minimum Reserve Target	***$ 1,740,000***	***$ 1,730,000***	***$ 1,770,000***	***$ 1,820,000***	***$ 1,870,000***	***$ 1,910,000***	***$ 1,960,000***

1. Beginning cash balance for the Soild Waste Fund is found in CAFR. Source File: FY-2018-2019-Comprehensive-Annual-Financial-Report.pdf, Page 42.
2. NBS recommends Solid Waste Fund will maintain a minimum of 90 days operating budget in reserves.
3. District's actual or budgeted interest earnings are used in analysis for unrestricted reserves in FY 2020/21. For 2021/22 and beyond, interest earning rates are estimated at the 3-year average (FY '17/18 - '19/20) for funds invested in LAIF, per the California Treasurer's Office website, for the restricted reserves.

Figure 3. Summary of Solid Waste Revenue Requirements

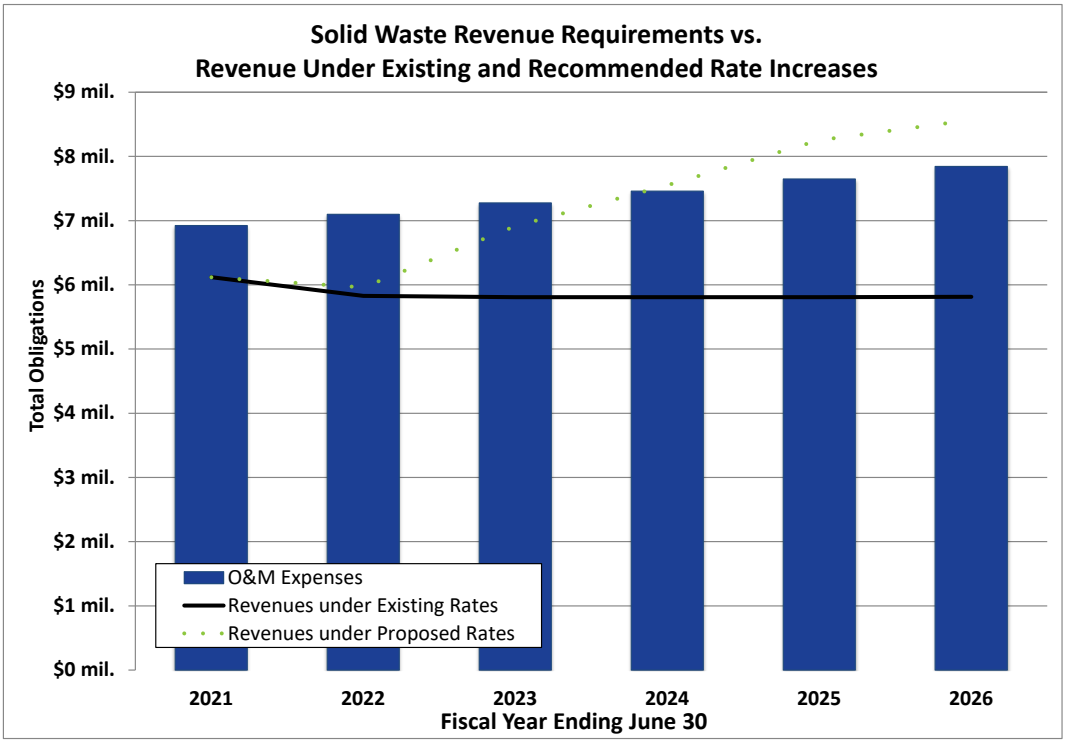
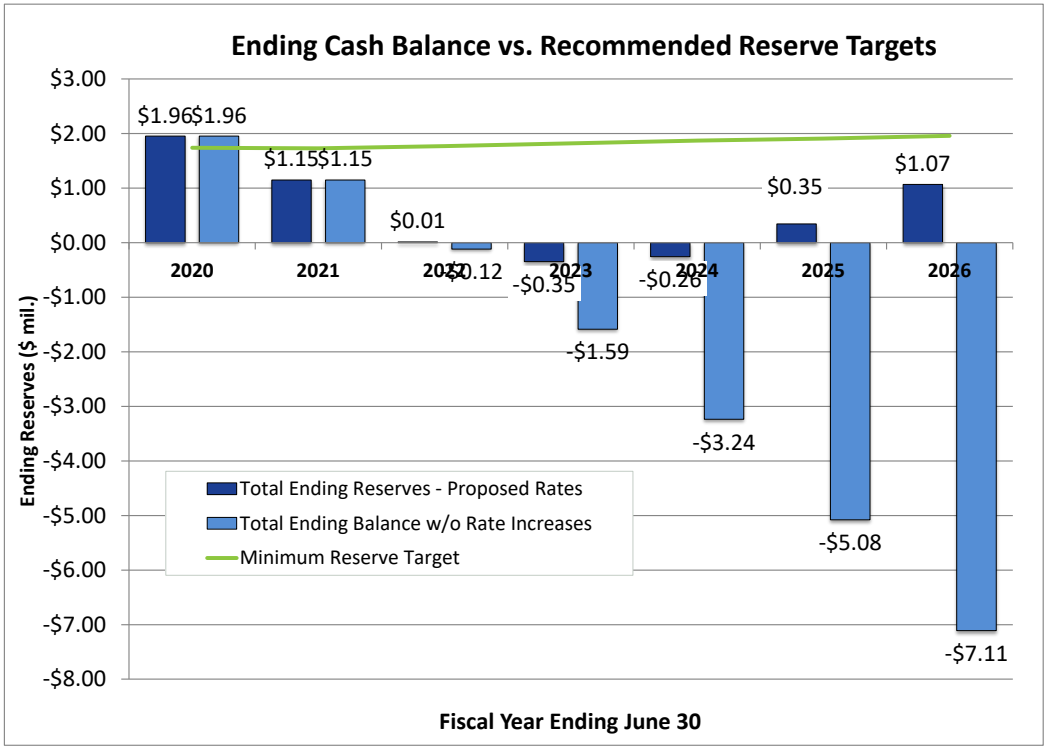


Figure 4. Summary of Solid Waste Operating Reserve



C. Cost of Service Analysis

Once the total net revenue requirements are determined, the cost-of-service analysis determines the revenue collected from each customer class. The three major components of the cost-of-service analysis are collection and disposal expenses and the City's administrative and overhead costs. Since the City contracts for collection and disposal services with Mid Valley, the City does not have direct access to individual field operation costs such as driver salaries and benefits, cost of collection vehicles, general overhead, and profit. Those costs are embodied in the City's agreement with Mid Valley, but a detailed breakdown of those costs is not available. The following is a description of the methodology followed to establish cost-based solid waste rates.

SOLID WASTE RATE METHODOLOGY

The intent of the cost of service is to anchor rates to a cost basis reasonably reflecting actual costs. Since current rates have not been updated in many years and there is no clear record of how they were originally set, some of the new rates may be quite different than the current rate.

Residential and Commercial Customer Accounts – Standard residential service, which includes three 96-gallon containers (grey for trash, blue for recyclables, and green for yardwaste/organics), account for 84 percent of all solid waste accounts[10]. Typical commercial service varies by size of the bin (from 2-CY to 6-CY, and from once-per-week [1x/week] collection to six-days-per-week [6x/week]). There are also miscellaneous rates for individual containers, recyclable bins, compactor bins, and organics bins. These other rates are a small part of the overall solid waste rate revenues but are included in the various rate tables below.

Initial Rates – In general, disposal costs, which are based on discussions with Mid Valley, were calculated first. Disposal costs are assumed to be approximately 20 percent of overall rates. The remaining 80 percent is assumed to be a collection-related cost. There was no attempt to identify costs related to Mid Valley's overhead and/or profit, since those are proprietary costs and are embedded in the contracted rates the City pays Mid Valley under the franchise agreement.

True-Up Adjustments – Finally, since initial rate calculations are estimates of the actual collection and disposal costs, the revenue generated by these rates needs to be "trued-up" to the total net revenue requirement shown in the financial plan. To do this, separate across-the-board adjustments were used to calibrate the amount of rate revenue collected from residential customers, commercial bins service, and the remaining commercial customer classes.

Mid Valley estimated that 66 percent of systemwide costs are for residential service, while commercial accounts for the remaining 34 percent. Commercial bin service accounts for about 26 percent of the total revenue, with all other commercial classes making up about 8 percent of the total. Therefore, adjustments within each of these classes of customers (i.e., residential, commercial bin service, and all other commercial) were made to calibrate the rate revenues with the net revenue requirements. This approach maintains the overall cost basis between customer classes (i.e., they maintain fair and equitable shares of overall revenue), and thereby meets broader cost-of-service equity and fairness objectives.

The following is a more detailed description of the assumptions used and the rate calculations performed.

Disposal Costs – General assumptions are that trash weighs 125 lbs. per cubic yard and tipping fees are $28/ton. According to Mid Valley, disposal costs for green waste and recyclables are approximately same as trash disposal, although we have set recyclables disposal costs at less than the cost for trash disposal because

[10] *There are 13,822 standard residential accounts vs. 16,405 total accounts.*

of the need to promote waste reduction and recycling. Since the City is mandated to achieve recycling and waste reduction goals, solid waste rates need to encourage this mandate. Industry standards for cost-of-service analysis allows for adjustments such as these with the broader intent of ensuring that rates within each customer class are not subsidizing costs of other customer classes. Also, most recyclable costs are bundled along with standard residential service rates. All collection containers/bins are assumed to have the same amount of material (whether trash, green waste, organics, or recyclables). Lastly, commercial compactors are assumed to have a 3:1 density ratio (i.e., 375 lbs./CY vs. 125 lbs. for uncompacted trash).

Collection Costs – Residential and commercial collection costs for a 96-gallon container are assumed to be the same regardless of type of container (grey/green/blue), and larger containers (i.e., 2 CY – 6 CY bins) are assumed to be similar regardless of container size (i.e., while disposal costs directly correlate to size, the collection costs do not). However, there are cost differences between standard residential service and commercial bins service, based on assumptions provided by Mid Valley. For example, residential 96-gallon collection generally involves short travel distances between customers whereas commercial bin service customers on average are far more "spread out" than residential customers. Also, carry-out service takes significantly more driver time than an automated curbside pickup. We have relied on Mid Valley assumptions in setting the initial rates by type of service.

The 13,822 residential standard service customers have a current rate of $15.59/month, which is lower than the rate that the City pays Mid Valley. Therefore, the initial rate was set above the current rate before being adjusted to meet net revenue requirements. Mid Valley estimates that commercial bin rates for 1x/week service are artificially low and should be increased.[11]

In general, additional commercial pickups/week are assumed to be a straight multiple of the 1x/week service and "carryout" rates were assumed to be significantly higher than for automated curbside service, with the difference between automated and carryout assumed to be similar to the differences in current rates. For commercial compactor rates, although disposal costs reflect a 3:1 density ratio, collection costs are like those for commercial bins.

Administrative Fees – In 2018, the City transitioned certain services over to Mid Valley, including replacing residential containers and handling service calls. The City negotiated a Mid Valley reimbursement fee of $2.33/residential account for these services, which amounts to approximately $400,000 per year. The City has not collected this fee from customers in the past but needs to begin doing so going forward. This cost is already included in the net revenue requirements for FY 2021/22, since it is a part of the fees paid to Mid Valley.

Current Rate Revenue vs. the Costs of Mid Valley Services – **Figure 5** below summarizes the estimated current solid waste rate revenue the City receives[12] and the costs of Mid Valley services based on the most recent invoice for January 2021. This Figure shows that approximately 70 percent of the City-collected revenue comes from residential customers (vs. Mid Valley's estimate that residential is about 66 percent of actual costs), while commercial customers account for about 30 percent of the revenue (vs. Mid Valley's estimate that commercial represents about 34 percent of actual costs). The Mid Valley percentages are assumed to better represent the actual costs of service (based on discussions with City and Mid Valley staff).

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[11] The City's rate for commercial 2-CY, 3-CY, and 6-CY with 1X/week service is less than what the City pays Mid Valley. For comparison, Mid Valley's reimbursement rate for standard residential service is only 64 percent of the rate the City charges.

[12] As the most recent financial data, the $5.375 million revenue shown in this figure is slightly higher than shown in the City budget (i.e., $5.266 million).

Figure 5. Summary of Current Rate Revenue & Costs of Mid Valley Services

City and Mid Valley Revenue From Current Rates - FY 2021/22 (Based on Jan '21 MVD Payment)							
Customer Class	City Rate Revenue		Mid Valley Rate Revenue				Difference (City - MVD Rev.)
	Current Rates	% of Total	Contract Rate	Admin Fees	Total Revenue	% of Total	
	(Based on NBS Calculations)						
Single Family Residential	$3,502,921	65.2%	$2,498,240	$388,113	$2,886,352	63.5%	$616,569
Multi-Family Residential	$272,059	5.1%	$92,440	$12,470	$104,910	2.3%	$167,149
Total Residential	$3,774,980	70.2%	$2,590,679	$400,583	$2,991,262	65.8%	$783,718
Commercial 96-Gal. Service	$63,383	1.2%	$41,020	$0	$41,020	0.9%	$22,362
Commercial Bin Service	$1,262,512	23.5%	$1,185,682	$4,446	$1,190,127	26.2%	$72,384
Commercial Recycling	$247,890	4.6%	$285,540	$0	$285,540	6.3%	-$37,650
Commercial Compactor	$6,580	0.1%	$7,032	$0	$7,032	0.2%	-$452
Commercial Organics	$19,743	0.4%	$28,624	$0	$28,624	0.6%	-$8,881
Total Commercial	$1,600,107	29.8%	$1,547,899	$4,446	$1,552,344	34.2%	$47,763
Total Revenue[2] - FY 2021/22	**$5,375,087**	**100.0%**	**$4,138,578**	**$405,029**	**$4,543,607**	**100.0%**	**$831,481**

1. Overall allocation of residential vs. commercial revenue requirements is about 66%/34% per Mid Valley Disposal.
2. Total Revenue based on Current City rates and number of accounts as of January 2021.

Proposed Revenue Requirements – Based on discussions with City staff, the new solid waste rates should include street sweeping costs and an SB 1383 surcharge. These costs would be allocated to all customers (i.e., residential and commercial), while the Admin Fee is only paid by the residential customers (i.e., single- and multi-family customers). **Figure 6** summarizes these components of the revenue requirements and **Figure 7** summarizes the total revenue generated by the new rates by customer class. These figures include the first-year increase in total rate revenue, street sweeping costs, and the SB 1383 surcharge of 35 percent, totaling $7.8 million. These costs are discussed in more detail below.

Figure 6. Summary of Components of the Revenue Requirements

Summary of FY'21/22 Solid Waste Costs		Notes:
Net Rev. Reqts. ***(from Financial Plan)***	**$5,792,971**	*From Fin. Plan (Figure 1) - Includes proposed rate increase[1]*
less Admin Fees *(already included in the above)*	**($400,583)**	*Separately allocated to Single- and Multi-Family Resid.[2]*
Street Sweeping Costs	**$406,637**	*Offsets current Street Sweeping fees being collected[3]*
Net Rev. Reqts. - Including Street Sweeping	**$5,799,025**	*Allocated 66% to Residential, 34% Commercial*
SB 1383 Surcharge (35%)	**$2,029,659**	*35% of Net Rev. Reqts.*
Net Rev. Reqts. - Incl. Street Sweeping & Surcharge	**$7,828,683**	*Excludes Admin Fees separately applied to Residential*

1. Assume adoption April 1, 2022 means only 25% of the rate increse is collected in FY'21/22.
2. Calculated as $2.33/account times residential containers to which this fee applies. This is applied separately to these customers.
3. Street Sweeping fees from the Financial Plan. There are other street sweeping costs already included in Net Revenue Requirements.

Figure 7. Summary of Proposed Rate Revenue

Proposed Rate Revenue - FY 2021/22			INCLUDING STREET SWEEPING & 35% SURCHARGE		
Customer Class	Rate Revenue[1]	% of Total[2]	35% Surcharge	Total Revenue	% of Total
Single Family Residential	$3,692,620	63.7%	$1,292,417	$4,985,038	63.7%
Multi-Family Residential	$134,736	2.3%	$47,157	$181,893	2.3%
Total Residential	$3,827,356	66.0%	$1,339,575	$5,166,931	66.0%
Commercial 96-Gal. Service	$68,453	1.2%	$23,959	$92,412	1.2%
Commercial Bin Service	$1,519,344	26.2%	$531,770	$2,051,114	26.2%
Commercial Recycling	$352,275	6.1%	$123,296	$475,572	6.1%
Commercial Compactor	$2,262	0.0%	$792	$3,053	0.0%
Commercial Organics	$29,334	0.5%	$10,267	$39,601	0.5%
Total Commercial	$1,971,668	34.0%	$690,084	$2,661,752	34.0%
Total Revenue - FY 2021/22	**$5,799,024**	**100.0%**	**$2,029,658**	**$7,828,682**	**100.0%**

1. Total Revenue based on Proposed Rates and number of accounts as of January 2021, including rate increases and Street Sweeping costs.
2. Overall allocation of residential vs. commercial revenue requirements is about 66%/34% per Mid Valley Disposal.
3. Admin Service Fees of $2.33/residential account will be separately added to residential customers rates.

Street Sweeping Fees – The City currently has a street sweeping fee of $0.0248 per foot of street exposure and a fee of $0.0125 for additional cleaning. The City currently expects to collect about $406,637 from these fees in FY 2021/22, although actual costs are approximately $660,000 with the difference of about $261,000 funded by the City's General Fund and other Enterprise fund transfers. The nexus of the benefits of street cleaning to either the per-foot charges or the costs collected from various residential and commercial customers is not abundantly clear[13], and NBS recommends incorporating the street sweeping costs into solid waste rates on a broader basis from all customers. While this would increase solid waste rates, it would also eliminate the current street sweeping charges.

The street sweeping program benefits solid waste customers in two ways: (1) the direct benefit to residents and businesses receiving the street/curb cleaning in front of their home and/or business and, (2) improved sanitation and trash removal in other public areas (streets) not necessarily tied to an individual solid waste customer. The nexus between these street sweeping benefits and the cost allocated to all solid waste customers would support including these costs on an across-the-board basis.

While there can also be a case made for allocating some of the street sweeping costs to water customers (related to protecting groundwater quality), or drainage customers (removing trash from streets helps reduce trash accumulating in drainage catch-basins thereby reducing flooding), the benefit seems more directly tied to solid waste customers. NBS recommends the City's legal counsel review this approach before proceeding with adding street sweeping costs to solid waste rates.

SB 1383 Surcharges – As discussed above, compliance with SB 1383 is estimated to cost an additional 35-40 percent more than the revenue requirements shown previously in Figure 1. This 35 percent surcharge would generate an additional $2.0 million in revenue used to cover the cost of newly mandated SB 1383 programs.

D. Rate Design Analysis

As previously mentioned, the rate design for solid waste rates is a fixed charge tied to estimates of the actual costs for collection and disposal rather than the combinations of fixed and variable charges used in water rates. Also, rates are calculated on a customer class basis rather than for each individual customer. For example, most individual residential customers dispose of different amounts of trash than the average residential customer (i.e., its higher or lower than average), but rates are not tailored to individual customers. The same is true for commercial customers; commercial services provide each customer with the opportunity or capacity to dispose of the volume of waste as defined by their container size, regardless of whether each customer fully utilizes that capacity.

The City's current solid waste rates reflect the container size and the number of pickups per week, and NBS recommends that the City continue with this rate structure. Based on reasonable cost estimates and assumptions,[14] NBS updated the collection and disposal components of the rates and then calibrate these rates to match the revenue requirements that should be collected from each customer class (e.g., residential vs. commercial customers).

Also, the City's current rate schedule includes "non-functional" rates for which there are either no customers and/or there are no plans to provide a type of service in the future. For example, there are only two compactor bins service accounts, but the rate schedule includes rates for multiple bin sizes (i.e., 2 CY, 3 CY, 4

[13] The City has no formal documentation of how these rates were developed or the rationale for this approach.

[14] The assumptions are primarily provided by Mid Valley staff and relate to systemwide collection and disposal practices and costs.

CY, 5 CY, and 6 CY) and pickups from 1X/week through 6X/week. Likewise, there are only two commercial 5 CY bin service accounts and Mid Valley will be phasing out this service and converting these customers to another size of bin.

Lastly, NBS is recommending the proposed solid waste rates include: (1) the Admin Fee that the City currently pays Mid Valley for each residential account but has not collected from customers; (2) street sweeping costs; and (3) the 35 percent SB 1383 surcharge. These costs were not previously included customer rates.

The following section outlines the results of the rate analysis and compares the current vs. proposed new solid waste rates that include the Admin Fee, street sweeping costs, and the 35 percent SB 1383 surcharges.

E. Proposed Solid Waste Rates

This section summarizes the current and proposed new rates. For purposes of clarity, we have excluded rates that currently have no customers. The Appendix includes more detailed rate schedules that include all the rates currently in the City's rate schedule.

Figure 8 shows the monthly rates for residential and commercial customers receiving 96-gallon container service. The standard residential service, which includes over 90 percent of these services, includes three containers (trash, recyclables, and organics/green waste). **Figure 9** shows the rates for commercial bin service, and **Figures 10** and **11** shows the rates for other commercial services.

Figure 8. Solid Waste Rates for Standard (96-Gallon) Container Services

(Including Admin Fees of $2.33/mo., Street Sweeping Costs, and 35 percent Surcharge)

Customer Classes/Service Type	Current Rates	Proposed Rates *(Include Street Sweeping, Admin Fee & SB 1383 Surcharge)*[1]				
	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Single Family Residential						
Three Standard Containers	$ 23.22	$ 32.00	$ 34.97	$ 38.23	$ 41.82	$ 45.77
1/2 Resid. (Grey & Blue only)	$ 16.02	$ 25.68	$ 28.02	$ 30.58	$ 33.41	$ 36.52
Additional Grey Container	$ 4.73	$ 23.35	$ 25.69	$ 28.25	$ 31.08	$ 34.19
Additional Green Container	$ 2.17	$ 8.27	$ 9.09	$ 10.00	$ 11.00	$ 12.11
Additional Blue Container	$ 2.17	$ 8.27	$ 9.09	$ 10.00	$ 11.00	$ 12.11
Residential Carry-Out Service						
Two Containers	$ 55.32	$ 42.21	$ 46.20	$ 50.58	$ 55.41	$ 60.72
Each Additional Container	$ 11.44	$ 16.54	$ 18.19	$ 20.01	$ 22.01	$ 24.21
Multi-Family Residential						
First Two Dwelling Units (each)	$ 23.22	$ 32.00	$ 34.97	$ 38.23	$ 41.82	$ 45.77
Each Additional Dwelling Unit	$ 22.59	$ 29.45	$ 32.16	$ 35.14	$ 38.42	$ 42.03
Commercial						
Two Containers	$ 29.46	$ 42.21	$ 46.20	$ 50.58	$ 55.41	$ 60.72
Additional Container	$ 40.85	$ 34.77	$ 38.25	$ 42.08	$ 46.28	$ 50.91
Commercial Carry-Out Service						
Two Containers	$ 57.64	$ 62.63	$ 68.66	$ 75.29	$ 82.59	$ 90.61
Each Additional Container	$ 17.70	$ 30.15	$ 33.16	$ 36.48	$ 40.13	$ 44.14

1. Note: admin Fee only applies to initial service charges, not on additional containers.

Figure 9. Solid Waste Rates for Commercial Bin Services

Customer Classes/Service Type	Current Rates FY 2019/20	Proposed Rates *(Include Street Sweeping & SB 1383 Surcharge)* FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Bin Service (Solid Waste)						
2 Cubic Yard						
1x per week	$ 52.11	$ 146.72	$ 161.39	$ 177.53	$ 195.28	$ 214.81
2x per week	$ 102.40	$ 200.07	$ 220.07	$ 242.08	$ 266.29	$ 292.92
3x per week	$ 151.25	$ 265.42	$ 291.96	$ 321.16	$ 353.28	$ 388.60
4x per week	$ 203.10	$ 346.38	$ 381.02	$ 419.12	$ 461.03	$ 507.14
5x per week	$ 253.47	$ 447.63	$ 492.39	$ 541.63	$ 595.79	$ 655.37
3 Cubic Yard						
1x per week	$ 65.84	$ 153.38	$ 168.72	$ 185.59	$ 204.15	$ 224.57
2x per week	$ 130.34	$ 213.40	$ 234.74	$ 258.22	$ 284.04	$ 312.45
3x per week	$ 194.44	$ 285.43	$ 313.97	$ 345.37	$ 379.90	$ 417.90
4x per week	$ 258.72	$ 373.06	$ 410.36	$ 451.40	$ 496.54	$ 546.19
5x per week	$ 323.14	$ 480.97	$ 529.07	$ 581.98	$ 640.18	$ 704.19
4 Cubic Yard						
1x per week	$ 79.73	$ 160.05	$ 176.06	$ 193.66	$ 213.03	$ 234.33
2x per week	$ 157.87	$ 226.74	$ 249.42	$ 274.36	$ 301.79	$ 331.97
3x per week	$ 272.25	$ 305.43	$ 335.98	$ 369.58	$ 406.53	$ 447.19
4x per week	$ 333.10	$ 399.73	$ 439.71	$ 483.68	$ 532.04	$ 585.25
5x per week	$ 392.17	$ 514.32	$ 565.75	$ 622.32	$ 684.56	$ 753.01
5 Cubic Yard						
3x per week	$ 276.11	$ 325.44	$ 357.99	$ 393.78	$ 433.16	$ 476.48
6 Cubic Yard						
1x per week	$ 107.22	$ 173.39	$ 190.73	$ 209.80	$ 230.78	$ 253.86
2x per week	$ 213.04	$ 253.42	$ 278.76	$ 306.64	$ 337.30	$ 371.03
3x per week	$ 318.78	$ 345.45	$ 379.99	$ 417.99	$ 459.79	$ 505.77
5x per week	$ 529.93	$ 581.01	$ 639.11	$ 703.02	$ 773.32	$ 850.65

Figure 10. Solid Waste Rates for Commercial Recyclables & Compactor Services

Customer Classes/Service Type	Current Rates FY 2019/20	Proposed Rates *(Include Street Sweeping & SB 1383 Surcharge)* FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Bin Service (Recyclables)						
2 Cubic Yard						
1x per week	$ 31.22	$ 65.08	$ 71.58	$ 78.74	$ 86.62	$ 95.28
2x per week	$ 55.98	$ 130.15	$ 143.17	$ 157.49	$ 173.24	$ 190.56
3x per week	$ 80.79	$ 195.23	$ 214.75	$ 236.23	$ 259.85	$ 285.84
3 Cubic Yard						
1x per week	$ 41.89	$ 76.70	$ 84.37	$ 92.81	$ 102.09	$ 112.30
2x per week	$ 72.72	$ 146.90	$ 161.59	$ 177.75	$ 195.52	$ 215.08
3x per week	$ 109.38	$ 217.10	$ 238.81	$ 262.69	$ 288.96	$ 317.85
4 Cubic Yard						
1x per week	$ 47.92	$ 83.99	$ 92.39	$ 101.63	$ 111.79	$ 122.97
2x per week	$ 89.40	$ 159.31	$ 175.24	$ 192.76	$ 212.04	$ 233.24
3x per week	$ 130.89	$ 234.62	$ 258.08	$ 283.89	$ 312.28	$ 343.51
6 Cubic Yard						
1x per week	$ 64.58	$ 98.57	$ 108.43	$ 119.27	$ 131.20	$ 144.32
2x per week	$ 118.12	$ 184.12	$ 202.53	$ 222.79	$ 245.07	$ 269.57
3x per week	$ 171.54	$ 269.67	$ 296.64	$ 326.31	$ 358.94	$ 394.83
Compactor - Bin Service						
3 Cubic Yard						
3x per week	$ 388.88	$ 166.71	$ 183.38	$ 201.72	$ 221.89	$ 244.08
4 Cubic Yard						
1x per week	$ 159.46	$ 87.74	$ 96.52	$ 106.17	$ 116.79	$ 128.47
Roll-Off Container (Not a City rate)						
25 Cubic Yard						
Monthly Rent	$ 181.13	$ 181.13	$ 199.24	$ 219.17	$ 241.08	$ 265.19
Per Load	$ 185.25	$ 185.25	$ 203.78	$ 224.15	$ 246.57	$ 271.22

Figure 11. Solid Waste Rates for Other Commercial Services

Customer Classes/Service Type	Current Rates FY 2019/20	Proposed Rates FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Organic Waste *(Include Street Sweeping & SB 1383 Surcharge)*						
96 Gallon Container						
1x per week	$ 10.28	$ 13.88	$ 15.26	$ 16.79	$ 18.47	$ 20.32
2x per week	$ 20.57	$ 27.75	$ 30.53	$ 33.58	$ 36.94	$ 40.63
2 Cubic Yard Bin						
1x per week	$ 42.18	$ 60.32	$ 66.36	$ 72.99	$ 80.29	$ 88.32
2x per week	$ 77.36	$ 120.65	$ 132.71	$ 145.98	$ 160.58	$ 176.64
3x per week	$ 118.54	$ 180.97	$ 199.07	$ 218.98	$ 240.87	$ 264.96
3 Cubic Yard Bin						
5x per week	$ 243.84	$ 321.84	$ 354.02	$ 389.42	$ 428.36	$ 471.20
Miscellaneous Rates and Charges *(Does Not Include Street Sweepig or SB 1383 Surcharge)*						
Locking Service Fee (Optional)	$10.00	$ 10.00	$ 11.00	$ 12.10	$ 13.31	$ 14.64
Lost Lock Fee	$15.00	$ 15.00	$ 16.50	$ 18.15	$ 19.97	$ 21.96
New or Replacement Can	$53.30	$ 53.30	$ 58.63	$ 64.49	$ 70.94	$ 78.04
Delivery Charge	$10.00	$ 10.00	$ 11.00	$ 12.10	$ 13.31	$ 14.64
Street Cleaning Service						
Per foot of street exposure	$0.0248	*(Now Included in Solid Waste Rates)*				
Additional Cleaning per foot	$0.0125					

F. Comparison of Current and Proposed Solid Waste Monthly Bills

Figure 12 compares the City's current residential rates to the proposed rates with the street sweeping costs and SB 1383 surcharges. The proposed residential rates also include the Admin Fee of $2.33/account, which does not apply to accounts with additional containers. **Figure 13** shows a detailed breakdown of the proposed single-family rate along with the current rate and the rate that the City pays Mid Valley. **Figure 14** compares the City's current commercial rates to the proposed rates with the street sweeping costs and SB 1383 surcharges.

Figure 12. Solid Waste Rates - Residential Customers

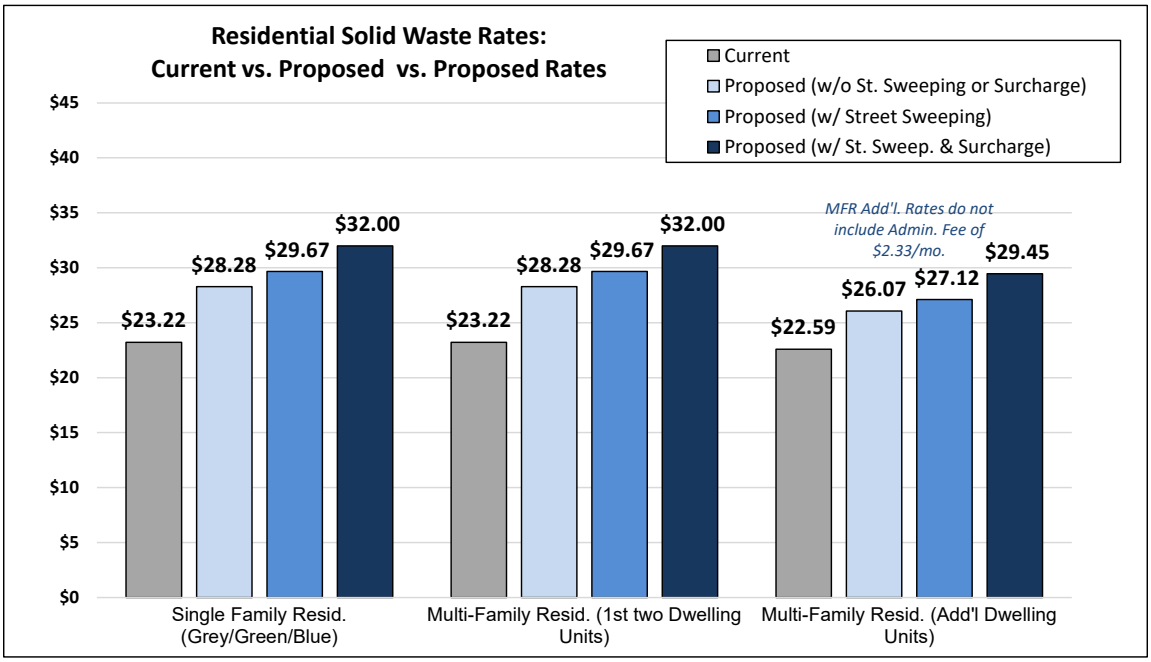


Figure 13. Details of Single-Family Solid Waste Rates

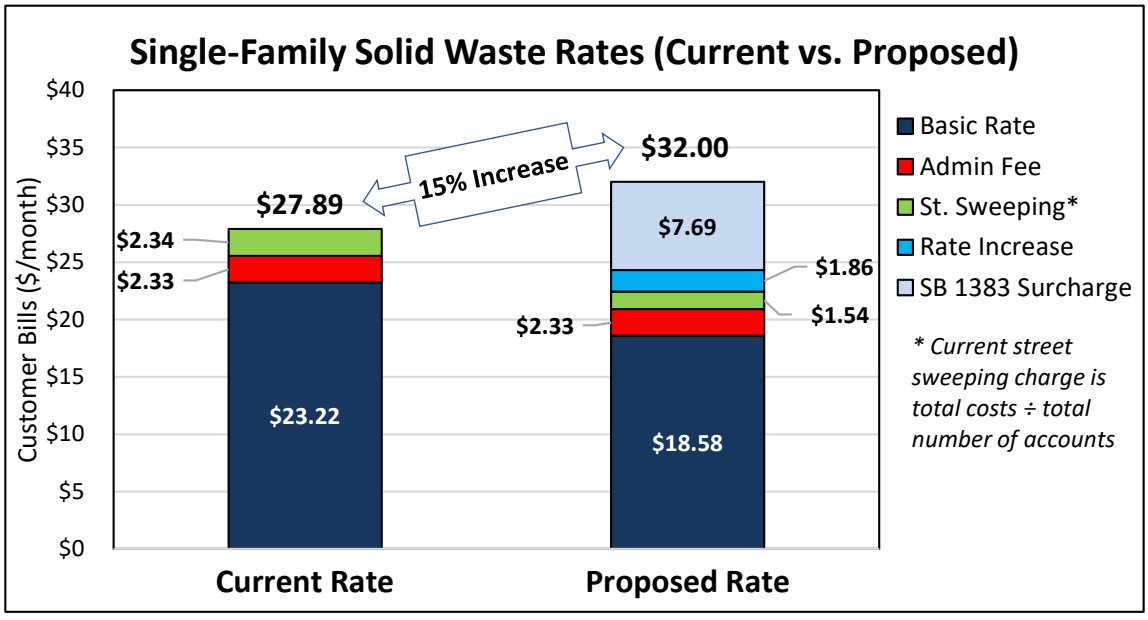
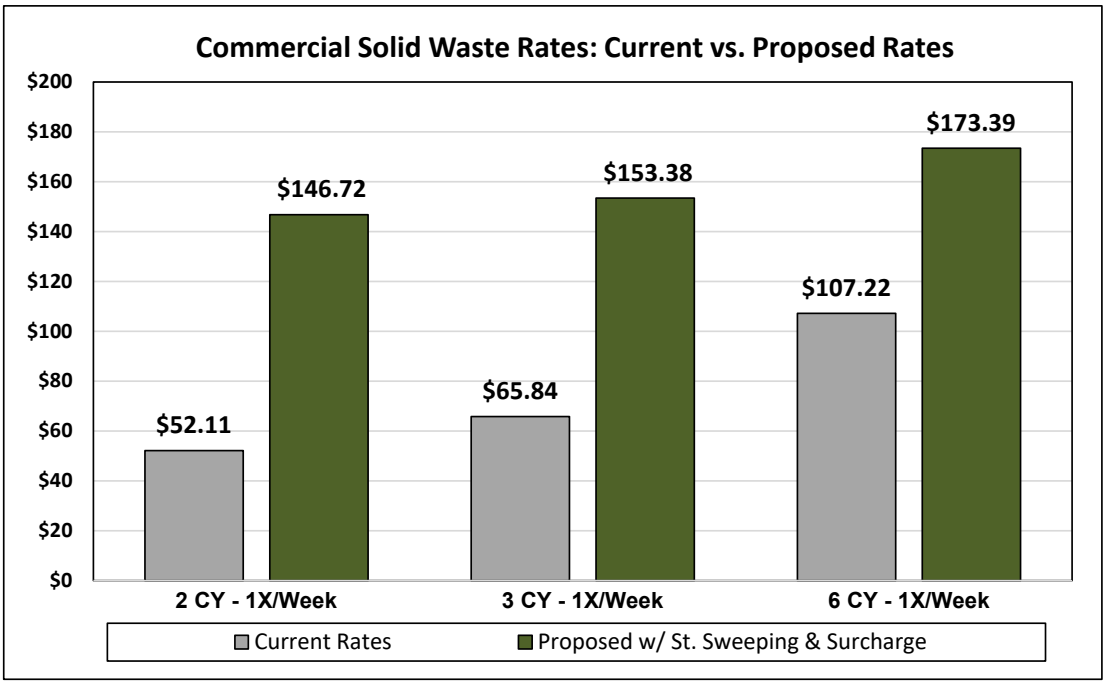


Figure 14. Solid Waste Rates - Commercial Bin Services



SECTION 3. RECOMMENDATIONS AND NEXT STEPS

A. Consultant Recommendations

NBS recommends the City take the following actions:

Approve and Accept this Study: NBS recommends the City Council formally approve and adopt this Study and its recommendations and proceed with the steps required to implement the proposed rates. This will provide documentation of the rate study analyses and the basis for analyzing potential changes to future rates.

Implement Recommended Levels of Rate Adjustments and Proposed Rates: The Council should direct City staff to mail out Prop 218 notices to customers. Then, based on successfully meeting the Prop 218 procedural requirements, the Council should proceed with implementing the 5-year schedule of proposed rates and rate adjustments previously shown in Figures 8 through 11.[15] This will help ensure the continued financial health of the City's solid waste utility.

B. Next Steps

Annually Review Rates and Revenue – Any time an agency adopts new utility rates or rate structures, those new rates should be closely monitored over the next several years to ensure the revenue generated is sufficient to meet the annual revenue requirements. In particular, the new costs associated with implementation of SB 1383 mandates will need to be monitored.

Note: The attached Appendix provides more detailed information on the analysis of the solid waste revenue requirements and cost-of-service analyses that have been summarized in this report.

C. NBS' Principal Assumptions and Considerations

In preparing this report and the opinions and recommendations included herein, NBS has relied on several principal assumptions and considerations regarding financial matters, conditions, and events that may occur in the future. This information and these assumptions, including City's budgets, cost information and assumptions from Mid Valley and City staff were provided by sources we believe to be reliable, although NBS has not independently verified this data.

While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report and its recommendations, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

[15] *Depending on whether the City intends to eliminate rates that have no customers or will be discontinued, the rates adopted would be either those shown in Figures 8 through 11 or the rate schedule shown in Appendix Table 30.*

Appendix: Detailed Solid Waste Study Tables and Figures

The following tables and figures are presented in the order of the three rate study components previously mentioned in Section 1.B. (i.e., Financial Plan, Cost-of-Service Analysis, and Rate Design).

TABLE 1 : FINANCIAL PLAN AND SUMMARY OF REVENUE REQUIREMENTS

RATE REVENUE REQUIREMENTS SUMMARY	Projection	Budget	Projected				
	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Sources of Solid Waste Funds							
Disposal Collection Fees	$ 5,035,107	$ 5,266,337	$ 5,266,337	$ 5,266,337	$ 5,266,337	$ 5,266,337	$ 5,266,337
Sub-Total Rate Revenues:	*$ 5,035,107*	*$ 5,266,337*	*$ 5,266,337*	*$ 5,266,337*	*$ 5,266,337*	*$ 5,266,337*	*$ 5,266,337*
Street Sweeping Fees	$ 444,880	$ 406,637	$ 406,637	$ 406,637	$ 406,637	$ 406,637	$ 406,637
Other Charges for Services	65,281	16,545	16,545	16,545	16,545	16,545	16,545
Refunds	1,476	2,363	2,363	2,363	2,363	2,363	2,363
Fines & Forfeiture	79,197	115,818	115,818	115,818	115,818	115,818	115,818
Gains & Proceeds	2,747	-	-	-	-	-	-
Transfers In	226,431	293,742	-	-	-	-	-
Interest Income	24,425	17,446	21,407	270	-	-	6,424
Sub-Total Non-Rate Revenue	*$ 844,437*	*$ 852,551*	*$ 562,770*	*$ 541,633*	*$ 541,363*	*$ 541,363*	*$ 547,787*
Total Solid Waste Revenues	**$ 5,879,544**	**$ 6,118,888**	**$ 5,829,107**	**$ 5,807,970**	**$ 5,807,700**	**$ 5,807,700**	**$ 5,814,124**
Uses of Solid Waste Funds							
Operating Expenses:							
Salaries & Benefits	$ 289,754	$ 322,358	$ 327,193	$ 332,101	$ 337,083	$ 342,139	$ 347,271
Materials & Services	4,839,643	4,630,784	4,769,391	4,912,055	5,058,997	5,210,344	5,366,228
Street Cleaning	560,560	504,904	516,021	527,417	539,098	551,074	563,351
Interfund Charges	470,530	470,006	484,106	498,629	513,588	528,996	544,866
Special Payments	17,519	79,303	80,493	81,700	82,925	84,169	85,432
Capital Outlay	375	135,375	139,436	143,619	147,928	152,366	156,937
Transfer Out	780,494	780,494	780,494	780,494	780,494	780,494	780,494
Total Solid Waste Operating Expenses	**$ 6,958,875**	**$ 6,923,224**	**$ 7,097,135**	**$ 7,276,016**	**$ 7,460,114**	**$ 7,649,581**	**$ 7,844,578**
Annual Surplus/(Deficit) without rate increase	**$ (1,079,331)**	**$ (804,336)**	**$ (1,268,028)**	**$ (1,468,046)**	**$ (1,652,414)**	**$ (1,841,881)**	**$ (2,030,454)**
Net Revenue Req't.	**$ 6,114,438**	**$ 6,070,673**	**$ 6,534,365**	**$ 6,734,383**	**$ 6,918,751**	**$ 7,108,218**	**$ 7,296,791**
Total Rate Revenue After Rate Increases	**$ 5,035,107**	**$ 5,266,337**	**$ 5,397,995**	**$ 6,372,268**	**$ 7,009,495**	**$ 7,710,444**	**$ 8,018,862**
Annual Surplus/(Deficit) with rate increases	**$ (1,079,331)**	**$ (804,336)**	**$ (1,136,370)**	**$ (362,115)**	**$ 90,744**	**$ 602,226**	**$ 722,070**
Rate Increase*	***0.0%***	***0.0%***	***10.0%***	***10.0%***	***10.0%***	***10.0%***	***4.0%***
Additional Revenue from Rate Increases	***$0***	***$0***	***$131,658***	***$1,105,931***	***$1,743,158***	***$2,444,107***	***$2,752,525***
Cumulative Rate Increases	0.0%	*0.0%*	*10.0%*	*21.0%*	*33.1%*	*46.4%*	*52.3%*

**Note: Percent increase is calculated off the net revenue requirement. Customer rates do not directly reflect this percent increase due to cost-of-service adjustments.*

TABLE 2 : RESERVE FUND SUMMARY

SUMMARY OF RESERVE FUND ACTIVITY	Projection	Budget	Projected			
	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Total Beginning Cash [1]	**$ 3,034,560**					
Solid Waste O&M Reserve Fund						
Beginning Reserve Balance	$ 3,034,560	$ 1,955,229	$ 1,150,893	$ 14,523	$ (347,592)	$ (256,849)
Plus: Net Cash Flow (After Rate Increases)	(1,079,331)	(804,336)	(1,136,370)	(362,115)	90,744	602,226
Ending O&M Reserve Balance	***$ 1,955,229***	***$ 1,150,893***	***$ 14,523***	***$ (347,592)***	***$ (256,849)***	***$ 345,377***
Total Ending Balance w/o Rate Increases	*$ 1,955,229*	*$ 1,150,893*	*$ (117,135)*	*$ (1,585,182)*	*$ (3,237,595)*	*$ (5,079,477)*
Minimum Ending Balance (30% O&M) [2]	*$ 1,740,000*	*$ 1,730,000*	*$ 1,770,000*	*$ 1,820,000*	*$ 1,870,000*	*$ 1,910,000*
Ending vs. Target - Annual Surplus/(Deficit)	**$ 215,229**	**$ (579,107)**	**$ (1,755,477)**	**$ (2,167,592)**	**$ (2,126,849)**	**$ (1,564,623)**
Annual Interest Earnings Rate [3]	*0.00%*	*1.86%*	*1.86%*	*1.86%*	*1.86%*	*1.86%*

1. Beginning cash balance for the Soild Waste Fund is found in CAFR. Source File: *FY-2018-2019-Comprehensive-Annual-Financial-Report.pdf, Page 42.*
2. NBS recommends Solid Waste Fund will maintain a minimum of 90 days operating budget in reserves.
3. District's actual or budgeted interest earnings are used in analysis for unrestricted reserves in FY 2020/21. For 2021/22 and beyond, interest earning rates are estimated at the 3-year average (FY '17/18 - '19/20) for funds invested in LAIF, per the California Treasurer's Office website, for the restricted reserves. *Source: https://www.treasurer.ca.gov/pmia-laif/historical/annual.asp.*

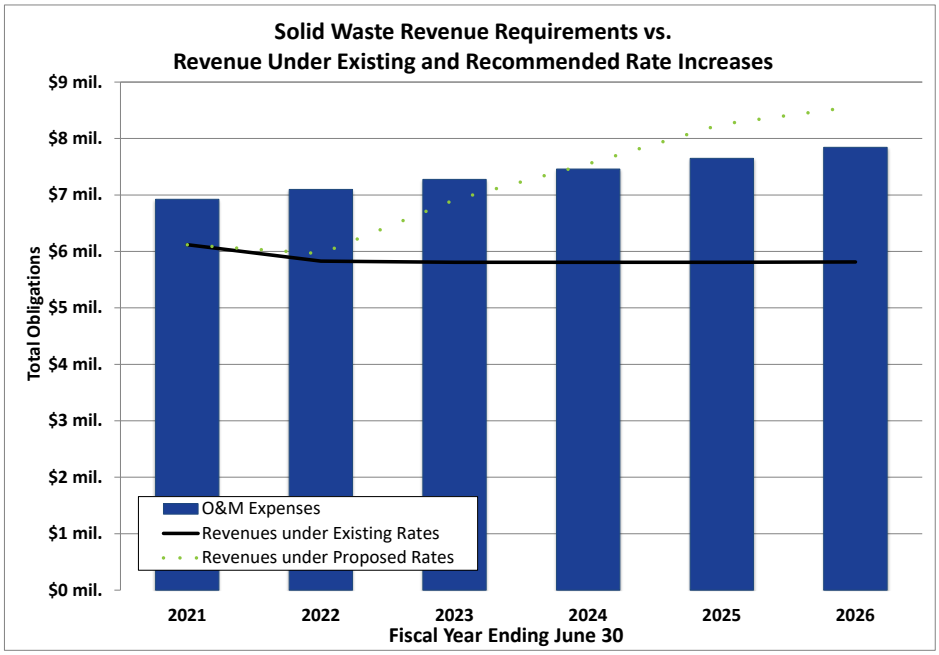

Solid Waste Revenue Requirements vs.
Revenue Under Existing and Recommended Rate Increases
$9 mil.
$8 mil.
$7 mil.
$6 mil.
$5 mil.
$4 mil.
$3 mil.
$2 mil.
$1 mil.
$0 mil.
Total Obligations
O&M Expenses
Revenues under Existing Rates
Revenues under Proposed Rates
2021
2022
2023
2024
2025
2026
Fiscal Year Ending June 30

TABLE 3 : SOLID WASTE UTILITY REVENUE	Proj. Year-End	Budget	Prop 218 Rate Period				
SOURCES OF REVENUE	**2020**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
UTILITY BILLING/GARBAGE							
Refunds							
Refunds & Reimbursements	$ -	$ 421	$ 421	$ 421	$ 421	$ 421	$ 421
Subtotal	$ -	$ 421	$ 421	$ 421	$ 421	$ 421	$ 421
SOLID WASTE DISPOSAL							
Fines & Forfeiture							
Late Payment/Other Penalty	$ 70,722	$ 106,764	$ 106,764	$ 106,764	$ 106,764	$ 106,764	$ 106,764
Subtotal	$ 70,722	$ 106,764	$ 106,764	$ 106,764	$ 106,764	$ 106,764	$ 106,764
Charges for Services							
Disposal Collection Fees	$ 5,035,107	$ 5,266,337	$ 5,266,337	$ 5,266,337	$ 5,266,337	$ 5,266,337	$ 5,266,337
Admin Fees	65,281	16,545	16,545	16,545	16,545	16,545	16,545
Subtotal	$ 5,100,388	$ 5,282,882	$ 5,282,882	$ 5,282,882	$ 5,282,882	$ 5,282,882	$ 5,282,882
Interest							
Interest Income [2]	$ 24,425	$ 17,446	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 24,425	$ 17,446	$ -	$ -	$ -	$ -	$ -
Gains & Proceeds							
Sale of Real & Personal Property	$ 2,747	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 2,747	$ -	$ -	$ -	$ -	$ -	$ -
Refunds							
Refunds & Reimbursements	$ 63	$ -	$ -	$ -	$ -	$ -	$ -
Collection Recovery	1,257	1,613	1,613	1,613	1,613	1,613	1,613
Subtotal	$ 1,320	$ 1,613	$ 1,613	$ 1,613	$ 1,613	$ 1,613	$ 1,613
Transfers In							
Transfers In	$ 67,311	$ 67,311	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 67,311	$ 67,311	$ -	$ -	$ -	$ -	$ -
SOLID WASTE RECYCLING							
Transfers In							
Transfers In	$ -	$ 67,311	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ 67,311	$ -	$ -	$ -	$ -	$ -
STREET CLEANING							
Fines & Forfeiture							
Late Payment/Other Penalty	$ 8,475	$ 9,054	$ 9,054	$ 9,054	$ 9,054	$ 9,054	$ 9,054
Subtotal	$ 8,475	$ 9,054	$ 9,054	$ 9,054	$ 9,054	$ 9,054	$ 9,054
Charges for Services							
Street Sweeping Fees	$ 444,880	$ 406,637	$ 406,637	$ 406,637	$ 406,637	$ 406,637	$ 406,637
Subtotal	$ 444,880	$ 406,637	$ 406,637	$ 406,637	$ 406,637	$ 406,637	$ 406,637
Gains & Proceeds							
Sale of Real & Personal Property	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Refunds							
Collection Recovery	$ 156	$ 329	$ 329	$ 329	$ 329	$ 329	$ 329
Subtotal	$ 156	$ 329	$ 329	$ 329	$ 329	$ 329	$ 329
Transfers In							
Transfers In	$ 50,000	$ 50,000	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 50,000	$ 50,000	$ -	$ -	$ -	$ -	$ -
Transfers In							
Transfers In	$ 109,120	$ 109,120	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 109,120	$ 109,120	$ -	$ -	$ -	$ -	$ -
Total SOURCES OF REVENUE	**$ 5,879,544**	**$ 6,118,888**	**$ 5,807,700**	**$ 5,807,700**	**$ 5,807,700**	**$ 5,807,700**	**$ 5,807,700**

TABLE 5 : SOLID WASTE UTILITY EXPENSE FORECAST [1]

DESCRIPTION	2020	2021	2022	2023	2024	2025	2026
UTILITY BILLING/GARBAGE							
Salaries & Benefits							
Salaries/Full-Time	$ 115,354	$ 142,387	$ 144,523	$ 146,691	$ 148,891	$ 151,124	$ 153,391
Salaries/Part-Time	10,370	-	-	-	-	-	-
Salaries/Overtime	199	-	-	-	-	-	-
Salaries - Leave Payout	545	-	-	-	-	-	-
Salaries - Auto & Expense Allo.	45	68	69	70	71	72	73
Public Employees Retirement	14,439	16,404	16,650	16,900	17,153	17,411	17,672
Long Term Disability Insurance	397	484	491	499	506	514	521
Life Insurance Premiums	155	181	184	186	189	192	195
Workers Compensation Insurance	12,732	12,488	12,675	12,865	13,058	13,254	13,453
Medicare Tax - Employer's Share	1,877	2,054	2,085	2,116	2,148	2,180	2,213
Unfunded Accrued Liability	22,536	25,629	26,013	26,404	26,800	27,202	27,610
Deferred Comp/Part-Time	395	-	-	-	-	-	-
Deferred Comp/Full-Time	4,545	4,988	5,063	5,139	5,216	5,294	5,373
Unemployment Insurance	719	536	544	552	560	569	577
Section 125 Benefit Allowance	45,688	40,627	41,236	41,855	42,483	43,120	43,767
Subtotal	$ 229,996	$ 245,846	$ 249,534	$ 253,277	$ 257,076	$ 260,932	$ 264,846
Materials & Services							
Telephone & Fax Charges	$ 4,000	$ 4,000	$ 4,120	$ 4,244	$ 4,371	$ 4,502	$ 4,637
Advertising/Bids & Notices	375	250	258	265	273	281	290
Advertising/Other	-	606	624	643	662	682	703
Office Supplies/Expendable	3,000	2,500	2,575	2,652	2,732	2,814	2,898
Postage/Other Mailing Charge	22,500	20,000	20,600	21,218	21,855	22,510	23,185
Vehicle Fuel, Supplies & Maintenance	813	750	758	765	773	780	788
Contracted Services	29,000	15,000	15,450	15,914	16,391	16,883	17,389
Bank Service Charges	175,000	15,000	15,450	15,914	16,391	16,883	17,389
Conference/Training/Education	1,500	1,500	1,545	1,591	1,639	1,688	1,739
Subtotal	$ 236,188	$ 59,606	$ 61,379	$ 63,205	$ 65,086	$ 67,023	$ 69,018
Interfund Charges							
Central Su.	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2
Admin. Ove.	19,977	19,977	20,576	21,194	21,829	22,484	23,159
Vehicle Replacement	-	-	-	-	-	-	-
Vehicle Maintenance	-	-	-	-	-	-	-
Computer Maintenance	16,606	16,606	17,104	17,617	18,146	18,690	19,251
Computer R.	3,743	3,743	3,855	3,971	4,090	4,213	4,339
Software	-	-	-	-	-	-	-
Motor Renta.	1,485	1,485	1,530	1,575	1,623	1,671	1,722
Subtotal	$ 41,813	$ 41,813	$ 43,067	$ 44,359	$ 45,690	$ 47,061	$ 48,473
Special Payments							
OPEB Obligation Expense	$ 825	$ -	$ -	$ -	$ -	$ -	$ -
Pension Expense-GASB 68	-	38,606	39,185	39,773	40,369	40,975	41,590
Subtotal	$ 825	$ 38,606	$ 39,185	$ 39,773	$ 40,369	$ 40,975	$ 41,590
Capital Outlay							
Vehicles & Equipment	$ 375	$ 375	$ 386	$ 398	$ 410	$ 422	$ 435
Subtotal	$ 375	$ 375	$ 386	$ 398	$ 410	$ 422	$ 435
Transfer Out							
Transfer Out - Insurance Reserve	$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695
Subtotal	$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695	$ 4,695
Sub-Total: Utility Billing/Garbage	**$ 513,892**	**$ 390,941**	**$ 398,247**	**$ 405,707**	**$ 413,327**	**$ 421,108**	**$ 429,057**

TABLE 6 :	SOLID WASTE UTILITY EXPENSE FORECAST, continued [1]							
DESCRIPTION	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
SOLID WASTE DISPOSAL							
Salaries & Benefits							
Salaries/Full-Time	$ 30,376	$ 48,117	$ 48,839	$ 49,571	$ 50,315	$ 51,070	$ 51,836
Salaries/Part-Time	5,963	-	-	-	-	-	-
Salaries/Overtime	3	-	-	-	-	-	-
Salaries - Leave Payout	-	-	-	-	-	-	-
Salaries/Uniform Pay	-	-	-	-	-	-	-
Salaries - Auto & Expense Allo.	-	-	-	-	-	-	-
Public Employees Retirement	3,887	5,948	6,037	6,128	6,220	6,313	6,408
Long Term Disability Insurance	99	143	145	147	150	152	154
Life Insurance Premiums	39	52	53	54	54	55	56
Workers Compensation Insurance	3,676	4,576	4,645	4,714	4,785	4,857	4,930
Medicare Tax - Employer's Share	539	710	721	731	742	754	765
Unfunded Accrued Liability	6,093	6,926	7,030	7,135	7,242	7,351	7,461
Deferred Comp/Part-Time	224	-	-	-	-	-	-
Deferred Comp/Full-Time	911	1,052	1,068	1,084	1,100	1,117	1,133
Unemployment Insurance	191	136	138	140	142	144	147
Section 125 Benefit Allowance	7,315	8,793	8,925	9,059	9,195	9,333	9,473
Subtotal	$ 59,316	$ 76,453	$ 77,600	$ 78,764	$ 79,945	$ 81,144	$ 82,362
Materials & Services							
Gas & Electric Utilities	$ 11,500	$ 12,000	$ 12,060	$ 12,120	$ 12,181	$ 12,242	$ 12,303
Telephone & Fax Charges	1,818	1,500	1,545	1,591	1,639	1,688	1,739
Advertising/Other	12,000	12,500	12,875	13,261	13,659	14,069	14,491
Office Supplies/Expendable	350	450	464	477	492	506	522
Postage/Other Mailing Charge	200	50	52	53	55	56	58
Vehicle Fuel, Supplies & Maintenance	-	5,000	5,050	5,101	5,152	5,203	5,255
Contracted Services	4,545,950	4,500,000	4,635,000	4,774,050	4,917,272	5,064,790	5,216,733
Bank Service Charges	3	5	5	5	5	6	6
Maintenance/Other Supplies	-	150	155	159	164	169	174
Subtotal	$ 4,571,821	$ 4,531,655	$ 4,667,205	$ 4,806,818	$ 4,950,618	$ 5,098,729	$ 5,251,281
Interfund Charges							
Facility Maintenance	$ 24,144	$ 23,620	$ 24,329	$ 25,058	$ 25,810	$ 26,585	$ 27,382
Central Su.	15	15	15	16	16	17	17
Cost Distribution	9,517	9,517	9,803	10,097	10,399	10,711	11,033
Admin. Ove.	243,939	243,939	251,257	258,795	266,559	274,555	282,792
Vehicle Replacement	10,717	10,717	11,039	11,370	11,711	12,062	12,424
Vehicle Maintenance	12,200	12,200	12,566	12,943	13,331	13,731	14,143
Route/Roll-Off	108,150	108,150	111,395	114,736	118,178	121,724	125,375
Computer Maintenance	16,150	16,150	16,635	17,134	17,648	18,177	18,722
Computer R.	3,623	3,623	3,732	3,844	3,959	4,078	4,200
Software	262	262	270	278	286	295	304
Subtotal	$ 428,717	$ 428,193	$ 441,039	$ 454,270	$ 467,898	$ 481,935	$ 496,393
Special Payments							
Liability/Property Insurance	$ 16,694	$ 18,596	$ 18,875	$ 19,158	$ 19,445	$ 19,737	$ 20,033
Pension Expense-GASB 68	-	18,056	18,327	18,602	18,881	19,164	19,451
Subtotal	$ 16,694	$ 36,652	$ 37,202	$ 37,760	$ 38,326	$ 38,901	$ 39,485
Capital Outlay							
Vehicles & Equipment	$ -	$ 135,000	$ 139,050	$ 143,222	$ 147,518	$ 151,944	$ 156,502
Subtotal	$ -	$ 135,000	$ 139,050	$ 143,222	$ 147,518	$ 151,944	$ 156,502
Transfer Out							
Transfer Out	$ 770,288	$ 770,288	$ 770,288	$ 770,288	$ 770,288	$ 770,288	$ 770,288
Transfer Out-Insurance Reserve	4,373	4,373	4,373	4,373	4,373	4,373	4,373
Subtotal	$ 774,661	$ 774,661	$ 774,661	$ 774,661	$ 774,661	$ 774,661	$ 774,661
Sub-Total: Solid Waste Disposal	**$ 5,851,209**	**$ 5,982,614**	**$ 6,136,756**	**$ 6,295,494**	**$ 6,458,966**	**$ 6,627,314**	**$ 6,800,683**
Depreciation (Non-cash item left out of analysis) [4]							
Depreciation/Replacement	$ 5,458	$ 5,458	$ 5,622	$ 5,790	$ 5,964	$ 6,143	$ 6,327
Subtotal	$ 5,458	$ 5,458	$ 5,622	$ 5,790	$ 5,964	$ 6,143	$ 6,327

TABLE 7 : SOLID WASTE UTILITY EXPENSE FORECAST, continued [1]

DESCRIPTION	2020	2021	2022	2023	2024	2025	2026
SOLID WASTE RECYCLING							
Salaries & Benefits							
Public Employees Retirement	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Materials & Services							
Telephone & Fax Charges	$ -	$ (58)	$ -	$ -	$ -	$ -	$ -
Advertising/Other	-	-	-	-	-	-	-
Office Supplies/Expendable	-	-	-	-	-	-	-
Postage/Other Mailing Charge	-	-	-	-	-	-	-
Contracted Services	51	(38)	-	-	-	-	-
Conference/Training/Education	-	-	-	-	-	-	-
Maintenance/Other Supplies	-	-	-	-	-	-	-
Subtotal	$ 51	$ (96)	$ -	$ -	$ -	$ -	$ -
Interfund Charges							
Cost Distribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Admin. Ove.	-	-	-	-	-	-	-
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Payments							
Liability/Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub-Total: Solid Waste Recycling	**$ 51**	**$ (96)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

TABLE 8 : SOLID WASTE UTILITY EXPENSE FORECAST, continued [1]

DESCRIPTION	2020	2021	2022	2023	2024	2025	2026
STREET CLEANING							
Salaries & Benefits							
Salaries/Full-Time	$ 174,702	$ 20,502	$ 20,810	$ 21,122	$ 21,438	$ 21,760	$ 22,086
Salaries/Part-Time	10,883	-	-	-	-	-	-
Salaries/Overtime	14,952	11,250	11,419	11,590	11,764	11,940	12,119
Salaries - Leave Payout	6,571	-	-	-	-	-	-
Salaries/Uniform Pay	800	588	597	606	615	624	633
Salaries - Auto & Expense Allo.	-	-	-	-	-	-	-
Public Employees Retirement	19,262	25,181	25,559	25,942	26,331	26,726	27,127
Long Term Disability Insurance	459	566	574	583	592	601	610
Life Insurance Premiums	206	251	255	259	262	266	270
Workers Compensation Insurance	16,017	17,627	17,891	18,160	18,432	18,709	18,989
Medicare Tax - Employer's Share	2,428	2,820	2,862	2,905	2,949	2,993	3,038
Unfunded Accrued Liability	33,060	37,611	38,175	38,748	39,329	39,919	40,518
Deferred Comp/Part-Time	409	-	-	-	-	-	-
Deferred Comp/Full-Time	5,227	6,441	6,538	6,636	6,735	6,836	6,939
Unemployment Insurance	632	695	705	716	727	738	749
Section 125 Benefit Allowance	33,783	40,430	41,036	41,652	42,277	42,911	43,555
Subtotal	$ 319,391	$ 163,962	$ 166,421	$ 168,918	$ 171,452	$ 174,023	$ 176,634
Materials & Services							
Telephone & Fax Charges	$ 39	$ 40	$ 41	$ 42	$ 44	$ 45	$ 46
Vehicle Fuel, Supplies & Maintenance	29,297	30,000	30,300	30,603	30,909	31,218	31,530
Contracted Services	-	49,180	50,655	52,175	53,740	55,353	57,013
Maintenance/Other Supplies	15,000	15,000	15,450	15,914	16,391	16,883	17,389
Subtotal	$ 44,336	$ 94,220	$ 96,447	$ 98,734	$ 101,084	$ 103,498	$ 105,979
Interfund Charges							
Central Su.	$ 380	$ 380	$ 391	$ 403	$ 415	$ 428	$ 441
Admin. Ove.	20,623	20,623	21,242	21,879	22,535	23,211	23,908
Vehicle Replacement	91,404	91,404	94,146	96,971	99,880	102,876	105,962
Vehicle Maintenance	74,705	74,705	76,946	79,255	81,632	84,081	86,604
Subtotal	$ 187,112	$ 187,112	$ 192,725	$ 198,507	$ 204,462	$ 210,596	$ 216,914
Special Payments							
Liability/Property Insurance	$ 4,637	$ 5,166	$ 5,243	$ 5,322	$ 5,402	$ 5,483	$ 5,565
Pension Expense-GASB 68	-	49,360	50,100	50,852	51,615	52,389	53,175
Subtotal	$ 4,637	$ 54,526	$ 55,344	$ 56,174	$ 57,017	$ 57,872	$ 58,740
Transfer Out							
Transfer Out-Insurance Reserve	$ 5,084	$ 5,084	$ 5,084	$ 5,084	$ 5,084	$ 5,084	$ 5,084
Subtotal	$ 5,084	$ 5,084	$ 5,084	$ 5,084	$ 5,084	$ 5,084	$ 5,084
Sub-Total: Street Cleaning	**$ 560,560**	**$ 504,904**	**$ 516,021**	**$ 527,417**	**$ 539,098**	**$ 551,074**	**$ 563,351**

TABLE 9 : SOLID WASTE UTILITY EXPENSE FORECAST, continued [1]

DESCRIPTION	2020	2021	2022	2023	2024	2025	2026
BEVERAGE CONTAINER RECYCLING							
Materials & Services							
Advertising/Other	$ 16,583	$ 16,039	$ 16,520	$ 17,016	$ 17,526	$ 18,052	$ 18,594
Conference/Training/Education	-	600	618	637	656	675	696
Subtotal	$ 16,583	$ 16,639	$ 17,138	$ 17,652	$ 18,182	$ 18,727	$ 19,289
Sub-Total: Beverage Container Recycling	**$ 16,583**	**$ 16,639**	**$ 17,138**	**$ 17,652**	**$ 18,182**	**$ 18,727**	**$ 19,289**

TABLE 10 : SOLID WASTE UTILITY EXPENSE FORECAST, continued [1]

DESCRIPTION	2020	2021	2022	2023	2024	2025	2026
USED OIL RECYCLING							
Materials & Services							
Advertising/Other	$ -	$ 9,900	$ 10,197	$ 10,503	$ 10,818	$ 11,143	$ 11,477
Subtotal	$ -	$ 9,900	$ 10,197	$ 10,503	$ 10,818	$ 11,143	$ 11,477
Sub-Total: Used Oil Recycling	**$ -**	**$ 9,900**	**$ 10,197**	**$ 10,503**	**$ 10,818**	**$ 11,143**	**$ 11,477**

TABLE 11 : SOLID WASTE UTILITY EXPENSE FORECAST, continued [1]

DESCRIPTION	2020	2021	2022	2023	2024	2025	2026
TIRE CLEAN UP							
Salaries & Benefits							
Salaries/Full-Time	$ 345	$ -	$ -	$ -	$ -	$ -	$ -
Salaries/Overtime	-	-	-	-	-	-	-
Salaries - Leave Payout	-	-	-	-	-	-	-
Salaries/Uniform Pay	-	-	-	-	-	-	-
Public Employees Retirement	33	-	-	-	-	-	-
Long Term Disability Insurance	-	-	-	-	-	-	-
Life Insurance Premiums	-	-	-	-	-	-	-
Workers Compensation Insurance	35	-	-	-	-	-	-
Medicare Tax - Employer's Share	5	-	-	-	-	-	-
Unfunded Accrued Liability	-	59	60	61	62	63	64
Deferred Comp/Full-Time	14	-	-	-	-	-	-
Unemployment Insurance	10	-	-	-	-	-	-
Section 125 Benefit Allowance	-	-	-	-	-	-	-
Subtotal	$ 442	$ 59	$ 60	$ 61	$ 62	$ 63	$ 64
Materials & Services							
Contracted Services	$ 15,000	$ 13,080	$ 13,472	$ 13,877	$ 14,293	$ 14,722	$ 15,163
Maintenance/Other Supplies	-	-	-	-	-	-	-
Subtotal	$ 15,000	$ 13,080	$ 13,472	$ 13,877	$ 14,293	$ 14,722	$ 15,163
Special Payments							
Pension Expense-GASB 68	$ -	$ 4,045	$ 4,106	$ 4,167	$ 4,230	$ 4,293	$ 4,358
Subtotal	$ -	$ 4,045	$ 4,106	$ 4,167	$ 4,230	$ 4,293	$ 4,358
Transfer Out							
Transfer Out-Insurance Reserve	$ 1,138	$ 1,138	$ 1,138	$ 1,138	$ 1,138	$ 1,138	$ 1,138
Subtotal	$ 1,138	$ 1,138	$ 1,138	$ 1,138	$ 1,138	$ 1,138	$ 1,138
Sub-Total: Tire Clean Up	**$ 16,580**	**$ 18,322**	**$ 18,776**	**$ 19,243**	**$ 19,722**	**$ 20,215**	**$ 20,722**
Total Expenses	**$ 6,958,875**	**$ 6,923,224**	**$ 7,097,135**	**$ 7,276,016**	**$ 7,460,114**	**$ 7,649,581**	**$ 7,844,578**

TABLE 12 : FORECASTING ASSUMPTIONS

INFLATION FACTORS [3]	2020	2021	2022	2023	2024	2025	2026
Customer Growth	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Salaries	-	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Benefits	-	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
General Inflation	-	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Fuel	-	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Electricity	-	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
No Escalation	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

1. Revenue and expenses for FY 2019/20 through FY 2020/21 are from source file: *Enterprise Funds Budget 2020-21.pdf, pages 43-53.*
2. Interest income is calculated in the Financial Plan and excluded from this table.
3. Inflation values follow 5-year average (2016-2020) from US Bureau of Labor Statistics (BLS).
   Website: https://data.bls.gov/cgi-bin/surveymost?en+06
4. Depreciation expense is not considered in this projection since it is not a cash expense.

TABLE 13 : SOURCES AND USES OF CAPITAL FUNDS

CAPITAL FUNDING FORECAST	Budget	Budget	Projected				
Funding Sources:	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Grants [1]	$ 86,142	$ -	$ -	$ -	$ -	$ -	$ -
State Revolving Fund Loan	-	-	-	-	-	-	-
Revenue Bond	-	-	-	-	-	-	-
Use of Rate Revenue	-	-	-	-	-	-	-
Grand Total: Capital Funding Sources	**$ 86,142**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Uses of Capital Funds:							
Effective Annual Funding of Capital Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Funding Surplus (Deficiency)	**$ (86,142)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

1. Grant Funding is per source file: *Enterprise Funds Budget 2020-21.pdf, pages 51-53.*

Customer Data - Tonnage, Account Count and Amount Billed

Count of December 2020 Number of Accounts

Sum of Account Count	2020 December	MVD Rate Sheet Rate	MVD Rate Sheet Monthly Revenue	Current City Rates Rate	Current City Rates Monthly Revenue	2020 Billing Amount
Solid Waste Disposal						
SINGLE FAMILY REFUSE 3 CANS	12,371	$15.35	$189,895	$23.22	$287,255	$ 290,784
SINGLE FAMILY W/O GREEN	52				$972	$ 972
RESIDENTIAL CARRYOUT	1				$53	$ 53
DITIONAL REFUSE PICK UP - RESIDENTIAL	-					
MULTI FAMILY FIRST TWO UNITS	334	$15.35	$5,127	$23.22	$7,755	$ 17,612
MULTI FAMILY MORE THAN 2 UNITS	3				$2,846	$ 2,846
ADDITIONAL BLUE CAN	10				$76	$ 76
ADDITIONAL GRAY CAN	10				$927	$ 927
ADDITIONAL GREEN CAN	9				$154	$ 154
COMMERCIAL CARRYOUT	3	$29.57	$89	$40.85	$123	$ 173
COMMERCIAL CARRYOUT ADDITIONAL	-					
COMMERCIAL GRAY ONLY	2					
COMMERCIAL REFUSE	135	$17.72	$2,392	$29.46	$3,977	$ 4,728
COMMERCIAL REFUSE 1/2	2				$44	$ 44
COMMERCIAL REFUSE ADDL	3				$245	$ 245
ORGANIC WASTE 2 CUBIC YARD 3X WK	1	$126.93	$127	$118.54	$119	$ 356
RGANIC WASTE 2 CUBIC YARD BIN 1X WK	1	$45.26	$45	$42.18	$42	$ 337
ORGANIC WASTE 2 CUBIC YD 2X WK	1	$82.78	$83	$77.36	$77	$ 387
ORGANIC WASTE 3 CUBIC YD 5X WK	-					$ -
ORGANIC WASTE 96 GAL 1X WK	1	$11.03	$11	$10.28	$10	$ 21
ORGANIC WASTE 96 GAL 2X WK	-				$51	$ 51
RECYCLE 2YD 1X WK	1	$34.75	$35	$31.22	$31	$ 4,574
RECYCLE 2YD 2X WK	-				$1,344	$ 1,344
RECYCLE 2YD 3X WK	-				$323	$ 323
RECYCLE 3YD 1X WK	-				$3,267	$ 3,267
RECYCLE 3YD 2X WK	-				$2,327	$ 2,327
RECYCLE 3YD 3X WK	1	$139.77	$140	$109.38	$109	$ 984
RECYCLE 4YD 1X WK	1	$53.35	$53	$47.92	$48	$ 2,013
RECYCLE 4YD 2X WK	-				$1,430	$ 1,430
RECYCLE 4YD 3X WK	-				$262	$ 262
RECYCLE 6YD 1X WK	-				$323	$ 323
RECYCLE 6YD 2X WK	-				$945	$ 945
RECYCLE 6YD 3X WK	1	$204.69	$205	$171.54	$172	$ 1,715
REFUSE SVC 2YD 1X WK	180	$55.08	$9,914	$52.11	$9,380	$ 13,002
REFUSE SVC 2YD 2X WK	18	$103.05	$1,855	$102.40	$1,843	$ 2,765
REFUSE SVC 2YD 3X WK	4	$152.20	$609	$151.25	$605	$ 756
REFUSE SVC 2YD 4X WK	-				$203	$ 203
REFUSE SVC 2YD 5X WK	-				$253	$ 253
REFUSE SVC 3YD 1X WK	97	$67.53	$6,550	$65.84	$6,386	$ 8,820
REFUSE SVC 3YD 2X WK	56	$127.94	$7,165	$130.34	$7,299	$ 15,945
REFUSE SVC 3YD 3X WK	18	$188.35	$3,390	$194.44	$3,500	$ 8,420
REFUSE SVC 3YD 4X WK	3	$248.75	$746	$258.72	$776	$ 1,035
REFUSE SVC 3YD 5X WK	1	$337.58	$338	$323.14	$323	$ 969
REFUSE SVC 4YD 1X WK	35	$77.29	$2,705	$79.73	$2,791	$ 4,545
REFUSE SVC 4YD 2X WK	27	$149.25	$4,030	$157.87	$4,262	$ 11,682
REFUSE SVC 4YD 3X WK	10	$304.72	$3,047	$272.25	$2,723	$ 8,440
REFUSE SVC 4YD 4X WK	4	$433.54	$1,734	$333.10	$1,332	$ 1,332
REFUSE SVC 4YD 5X WK	2	$480.92	$962	$392.17	$784	$ 3,137
					$94	$ 94
REFUSE SVC 5YD 3X WK	2	$295.84	$592	$276.11	$552	$ 552
REFUSE SVC 6YD 1X WK	26	$113.72	$2,957	$107.22	$2,788	$ 4,342
REFUSE SVC 6YD 2X WK	17	$216.76	$3,685	$213.04	$3,622	$ 8,841
REFUSE SVC 6YD 3X WK	5	$319.82	$1,599	$318.78	$1,594	$ 3,188
					$424	$ 424
REFUSE SVC 6YD 5X WK	1	$525.03	$525	$529.93	$530	$ 2,650
REFUSE SVC 3YD 3X WK COMP	-				$389	$ 389
REFUSE SVC 4YD 1XWK COMPACTOR	-				$255	$ 255
TRASH CANS ALL 3	-				$945	$ 945
TRASH CANS EACH	-				$1,715	$ 1,715
Grand Total	13,449					
REFUSE LOCKING SERVICE	124				$1,860	$ 1,860
Source file: 2020 DEC MUNIS Billing_Manipulated.xlsx, Solid Waste tab.						
	Total Monthly Revenue		$250,604		$367,374	$ 443,175
	Total Annual Revenue		$3,007,249		$4,408,487	$ 5,318,102

2020 Billing Amount

Sum of bd_original_amount	MONTH 1
Solid Waste Disposal	
SINGLE FAMILY REFUSE 3 CANS	$ 290,784
SINGLE FAMILY W/O GREEN	$ 972
RESIDENTIAL CARRYOUT	$ 53
DITIONAL REFUSE PICK UP - RESIDENTIAL	
ADDITIONAL BLUE CAN	$ 76
ADDITIONAL GRAY CAN	$ 927
ADDITIONAL GREEN CAN	$ 154
MULTI FAMILY FIRST TWO UNITS	$ 17,612
MULTI FAMILY MORE THAN 2 UNITS	$ 2,846
COMMERCIAL CARRYOUT	$ 173
COMMERCIAL CARRYOUT ADDITIONAL	
COMMERCIAL GRAY ONLY	
COMMERCIAL REFUSE	$ 4,728
COMMERCIAL REFUSE 1/2	$ 44
COMMERCIAL REFUSE ADDL	$ 245
REFUSE SVC 2YD 1X WK	$ 13,002
REFUSE SVC 2YD 2X WK	$ 2,765
REFUSE SVC 2YD 3X WK	$ 756
REFUSE SVC 2YD 4X WK	$ 203
REFUSE SVC 2YD 5X WK	$ 253
REFUSE SVC 3YD 1X WK	$ 8,820
REFUSE SVC 3YD 2X WK	$ 15,945
REFUSE SVC 3YD 3X WK	$ 8,420
REFUSE SVC 3YD 4X WK	$ 1,035
REFUSE SVC 3YD 5X WK	$ 969
REFUSE SVC 4YD 1X WK	$ 4,545
REFUSE SVC 4YD 2X WK	$ 11,682
REFUSE SVC 4YD 3X WK	$ 8,440
REFUSE SVC 4YD 4X WK	$ 1,332
REFUSE SVC 4YD 5X WK	$ 3,137
REFUSE SVC 5YD 1X WK	$ 94
REFUSE SVC 5YD 3X WK	$ 552
REFUSE SVC 6YD 1X WK	$ 4,342
REFUSE SVC 6YD 2X WK	$ 8,841
REFUSE SVC 6YD 3X WK	$ 3,188
REFUSE SVC 6YD 4X WK	$ 424
REFUSE SVC 6YD 5X WK	$ 2,650
REFUSE SVC 3YD 3X WK COMP	$ 389
REFUSE SVC 4YD 1XWK COMPACTOR	$ 255
ORGANIC WASTE 2 CUBIC YARD 3X WK	$ 356
RGANIC WASTE 2 CUBIC YARD BIN 1X WK	$ 337
ORGANIC WASTE 2 CUBIC YD 2X WK	$ 387
ORGANIC WASTE 3 CUBIC YD 5X WK	
ORGANIC WASTE 96 GAL 1X WK	$ 21
ORGANIC WASTE 96 GAL 2X WK	$ 51
RECYCLE 2YD 1X WK	$ 4,574
RECYCLE 2YD 2X WK	$ 1,344
RECYCLE 2YD 3X WK	$ 323
RECYCLE 3YD 1X WK	$ 3,267
RECYCLE 3YD 2X WK	$ 2,327
RECYCLE 3YD 3X WK	$ 984
RECYCLE 4YD 1X WK	$ 2,013
RECYCLE 4YD 2X WK	$ 1,430
RECYCLE 4YD 3X WK	$ 262
RECYCLE 6YD 1X WK	$ 323
RECYCLE 6YD 2X WK	$ 945
RECYCLE 6YD 3X WK	$ 1,715
REFUSE LOCKING SERVICE	$ 1,860
TRASH CANS ALL 3	
TRASH CANS EACH	$ -
Grand Total	**$ 443,175**

Source file: MAIS Meter Usage 12 Months_Manipulated_02.06.21.xlsx, RevenuePivots1-10 tab.

Source file: 2020 SEP-NOV MUNIS Billing2_Manipulated.xlsx, Solid Waste tab.

Source file: 2020 DEC MUNIS Billing_Manipulated.xlsx, Solid Waste tab.

TABLE 27 : Summary of FY'21/22 Solid Waste Costs

Summary of FY'21/22 Solid Waste Costs		Notes:
Net Rev. Reqts. ***(from Financial Plan)***	**$5,792,971**	*From Fin. Plan (Figure 1) - Includes proposed rate increase* [1]
less Admin Fees *(already included in the above)*	**($400,583)**	*Separately allocated to Single- and Multi-Family Resid.* [2]
Street Sweeping Costs	**$406,637**	*Offsets current Street Sweeping fees being collected* [3]
Net Rev. Reqts. - Including Street Sweeping	**$5,799,025**	*Allocated 66% to Residential, 34% Commercial*
SB 1383 Surcharge (35%)	**$2,029,659**	*35% of Net Rev. Reqts.*
Net Rev. Reqts. - Incl. Street Sweeping & Surcharge	**$7,828,683**	*Excludes Admin Fees separately applied to Residential*

1. Assume adoption April 1, 2022 means only 25% of the rate increse is collected in FY'21/22.
2. Calculated as $2.33/account times residential containers to which this fee applies. This is applied separately to these customers.
3. Street Sweeping fees from the Financial Plan. There are other street sweeping costs already included in Net Revenue Requirements.

TABLE 28 : Proposed Rate Revenue - FY 2021/22

Proposed Rate Revenue - FY 2021/22			***INCLUDING STREET SWEEPING & 35% SURCHARGE***		
Customer Class	*Rate Revenue* [1]	*% of Total* [2]	*35% Surcharge*	*Total Revenue*	*% of Total*
Single Family Residential	$3,692,620	63.7%	$1,292,417	$4,985,038	63.7%
Multi-Family Residential	$134,736	2.3%	$47,157	$181,893	2.3%
Total Residential	$3,827,356	66.0%	$1,339,575	$5,166,931	66.0%
Commercial 96-Gal. Service	$68,453	1.2%	$23,959	$92,412	1.2%
Commercial Bin Service	$1,519,344	26.2%	$531,770	$2,051,114	26.2%
Commercial Recycling	$352,275	6.1%	$123,296	$475,572	6.1%
Commercial Compactor	$2,262	0.0%	$792	$3,053	0.0%
Commercial Organics	$29,334	0.5%	$10,267	$39,601	0.5%
Total Commercial	$1,971,668	34.0%	$690,084	$2,661,752	34.0%
Total Revenue - FY 2021/22	**$5,799,024**	**100.0%**	**$2,029,658**	**$7,828,682**	**100.0%**

1. Total Revenue based on Proposed Rates and number of accounts as of January 2021, including rate increases and Street Sweeping costs.
2. Overall allocation of residential vs. commercial revenue requirements is about 66%/34% per Mid Valley Disposal.
3. Admin Service Fees of $2.33/residential account will be separately added to residential customers rates.

TABLE 29 :

Allocation Factors Used in Calculating Commercial Rates

A. Allocation of Collection/Disposal Costs:

Collection	**80.0%**	*Mid-Valley*
Disposal	**20.0%**	*Estimates*

B. % Incr. in COLLECTION Costs (vs. 2 CY):

Bin Size	Comm. FL Bins	Mo. Container
96 gal.	**47.5%**	*NA*
2.0 CY	**100.0%**	**$6.00**
3.0 CY	**100.0%**	**$9.00**
4.0 CY	**100.0%**	**$12.00**
5.0 CY	**100.0%**	**$15.00**
6.0 CY	**100.0%**	**$18.00**
Efficiency Adjmnt:	**0%**	**100%**

C. Base Commercial Bin Service Rates ($/Mo.)

Base ***Collection*** Charge (2 CY @ 1X/Week)	**$ 75.83**
Base ***Disposal*** Charge (2 CY @ 1X/Week)	**$15.17**
Base Charge (2 CY @ 1X/Week)	**$ 91.00**
Base **Recycl**. Disp Charge (2 CY @ 1X/Wk)	$ -
Base **Organics**. Disp Charge (2 CY @ 1X/Wk)	$ -

D. MVD Compactor Density Factor: **300.0%**

E. True-Up Factor *(Equalizes Proposed Rates w/o Increases to Current Rates):*

Residential/MFR/Commercial 96-gal. Service Rate Revenue	**48.524%**
Commercial Bin Rate Revenue	**130.283%**
Commercial Non-Bin Rate Revenue	**53.568%**
AB 1383 Surcharge ***Target = 35%***	**100.000%**
Revenue Generated by Surcharge:	**$2,029,659**

TABLE 30 : Analysis of Current and Proposed Residential and Commercial Rates

Analysis of Current and Proposed Residential and Commercial Rates

Customer Classes/Service Type	What Mid Valley is Paid	Current Rates		Calculations of Proposed Rates							No. Units	Rev. Est. W/O Surcharge		Rev. Est. WITH Surcharge	
		FY 2019/20	Mo. Revenue	Collection $	Bin Replace-ment	Disposal $	FY 2020/21 Unadjusted	FY 2020/21 Adjusted	AB 1383 Surcharge	New Rate w/ Surcharge		Mo. Revenue	Annual Rev.	Mo. Revenue	Annual Rev.
Single Family Residential															
Three Standard Containers	*$14.90*	$ 23.22	$ 320,946.84	$ 15.59	*NA*	$ 14.41	$ 30.00	$ 21.98	$ 7.69	$ 29.67	13,822	$303,769	$3,645,224	$410,088	$4,921,053
1/2 Resid. (Grey & Blue only)	*$15.35*	$ 16.02	$ 945.18	$ 20.79	*NA*	$ 7.21	$ 28.00	$ 17.30	$ 6.05	$ 23.35	59	$1,021	$12,246	$1,378	$16,532
Additional Grey Container	*$4.69*	$ 4.73	$ 1,121.01	$ 5.20	*NA*	$ 7.21	$ 12.40	$ 9.73	$ 3.40	$ 13.13	237	$2,306	$27,667	$3,113	$37,350
Additional Green Container	*$2.32*	$ 2.17	$ 154.07	$ 5.20	*NA*	$ 3.60	$ 8.80	$ 6.12	$ 2.14	$ 8.27	71	$435	$5,218	$587	$7,044
Additional Blue Container	*$2.19*	$ 2.17	$ 56.42	$ 5.20	*NA*	$ 3.60	$ 8.80	$ 6.12	$ 2.14	$ 8.27	26	$159	$1,911	$215	$2,580
Residential Carry-Out Service															
Two Containers	*$26.01*	$ 55.32	$ 55.32	$ 31.17	*NA*	$ 14.41	$ 45.59	$ 29.54	$ 10.34	$ 39.88	1	$30	$354	$40	$479
Each Additional Container	*$5.88*	$ 11.44	$ -	$ 10.39	*NA*	$ 7.21	$ 17.60	$ 12.25	$ 4.29	$ 16.54	-	$0	$0	$0	$0
Total Resid. Service	*$208,187*		**$323,279**									**$307,718**	**$3,692,620**	**$415,420**	**$4,985,038**
Multi-Family Residential															
First Two Dwelling Units (each)	*$14.90*	$ 23.22	$ 10,356.12	$ 15.59	*NA*	$ 14.41	$ 30.00	$ 21.98	$ 7.69	$ 29.67	446	$9,802	$117,622	$13,232	$158,790
Each Additional Dwelling Unit	*$14.90*	$ 22.59	$ 1,603.89	$ 11.69	*NA*	$ 14.41	$ 26.10	$ 20.09	$ 7.03	$ 27.12	71	$1,426	$17,114	$1,925	$23,103
Total Multi-Family Service	*$22,672*		**$11,960**									**$11,228**	**$134,736**	**$15,158**	**$181,893**
Commercial															
Two Containers	*17.53*	$ 29.46	$ 5,214.42	$ 31.17	*NA*	$ 14.41	$ 45.59	$ 29.54	$ 10.34	$ 39.88	177	$5,229	$62,743	$7,059	$84,703
Additional Two Containers	*34.23*	$ 40.85	$ 81.70	$ 23.38	*NA*	$ 14.41	$ 37.79	$ 25.76	$ 9.02	$ 34.77	2	$52	$618	$70	$835
Commercial Carry-Out Service														$0	
Two Containers	*29.57*	$ 57.64	$ 172.92	$ 62.34	*NA*	$ 14.41	$ 76.76	$ 44.67	$ 15.63	$ 60.30	3	$134	$1,608	$181	$2,171
Each Additional Container	*17.20*	$ 17.70	$ 106.20	$ 31.17	*NA*	$ 7.21	$ 38.38	$ 22.33	$ 7.82	$ 30.15	6	$134	$1,608	$181	$2,171
Two Containers (Grey Only)	*16.54*	$ 29.46	$ 88.38	$ 62.34	*NA*	$ 14.41	$ 76.76	$ 44.67	$ 15.63	$ 60.30	3	$134	$1,608	$181	$2,171
COMM C/O 96	*5.57*	$ 5.41	$ 5.41	$ 31.17	*NA*	$ 7.21	$ 38.38	$ 22.33	$ 7.82	$ 30.15	1	$22	$268	$30	$362
Total Comm. 96-Gal. Service	*$5,282*		**$5,669**									**$5,704**	**$68,453**	**$7,701**	**$92,412**
Bin Service (Solid Waste)															
2 Cubic Yard					*Excluded*										
1x per week	*$55.08*	$ 52.11	$ 14,017.59	$ 75.83	$ -	$ 15.17	$ 91.00	$ 108.68	$ 38.04	$ 146.72	269	$29,234	$350,813	$39,466	$473,597
2x per week	*$103.05*	$ 102.40	$ 3,072.00	$ 98.58	$ -	$ 30.33	$ 128.92	$ 148.20	$ 51.87	$ 200.07	30	$4,446	$53,351	$6,002	$72,024
3x per week	*$152.20*	$ 151.25	$ 1,210.00	$ 128.16	$ -	$ 45.50	$ 173.66	$ 196.61	$ 68.81	$ 265.42	8	$1,573	$18,874	$2,123	$25,480
4x per week	*$202.55*	$ 203.10	$ 203.10	$ 166.61	$ -	$ 60.67	$ 227.27	$ 256.58	$ 89.80	$ 346.38	1	$257	$3,079	$346	$4,157
5x per week	*$285.35*	$ 253.47	$ 253.47	$ 216.59	$ -	$ 75.83	$ 292.42	$ 331.58	$ 116.05	$ 447.63	1	$332	$3,979	$448	$5,372
6x per week		$ 309.40	$ -	$ 281.56	$ -	$ 91.00	$ 372.56	$ 426.11	$ 149.14	$ 575.25	-	$0	$0	$0	$0
3 Cubic Yard															
1x per week	*$67.53*	$ 65.84	$ 10,995.28	$ 75.83	$ -	$ 22.75	$ 98.58	$ 113.62	$ 39.77	$ 153.38	167	$18,974	$227,690	$25,615	$307,382
2x per week	*$127.94*	$ 130.34	$ 11,339.58	$ 98.58	$ -	$ 45.50	$ 144.08	$ 158.08	$ 55.33	$ 213.40	87	$13,753	$165,033	$18,566	$222,794
3x per week	*$188.35*	$ 194.44	$ 11,860.84	$ 128.16	$ -	$ 68.25	$ 196.41	$ 211.43	$ 74.00	$ 285.43	61	$12,897	$154,765	$17,411	$208,933
4x per week	*$248.75*	$ 258.72	$ 1,034.88	$ 166.61	$ -	$ 91.00	$ 257.61	$ 276.34	$ 96.72	$ 373.06	4	$1,105	$13,264	$1,492	$17,907
5x per week	*$337.58*	$ 323.14	$ 646.28	$ 216.59	$ -	$ 113.75	$ 330.34	$ 356.28	$ 124.70	$ 480.97	2	$713	$8,551	$962	$11,543
6x per week		$ 387.39	$ -	$ 281.56	$ -	$ 136.50	$ 418.06	$ 455.75	$ 159.51	$ 615.26	-	$0	$0	$0	$0
4 Cubic Yard															
1x per week	*$77.29*	$ 79.73	$ 5,740.56	$ 75.83	$ -	$ 30.33	$ 106.17	$ 118.56	$ 41.50	$ 160.05	72	$8,536	$102,434	$11,524	$138,286
2x per week	*$149.25*	$ 157.87	$ 7,577.76	$ 98.58	$ -	$ 60.67	$ 159.25	$ 167.96	$ 58.78	$ 226.74	48	$8,062	$96,743	$10,884	$130,603
3x per week	*$304.00*	$ 272.25	$ 6,806.25	$ 128.16	$ -	$ 91.00	$ 219.16	$ 226.25	$ 79.19	$ 305.43	25	$5,656	$67,874	$7,636	$91,630
4x per week	*$433.54*	$ 333.10	$ 1,665.50	$ 166.61	$ -	$ 121.33	$ 287.94	$ 296.10	$ 103.63	$ 399.73	5	$1,480	$17,766	$1,999	$23,984
5x per week	*$480.92*	$ 392.17	$ 3,529.53	$ 216.59	$ -	$ 151.67	$ 368.25	$ 380.98	$ 133.34	$ 514.32	9	$3,429	$41,145	$4,629	$55,546
6x per week		$ 470.24	$ -	$ 281.56	$ -	$ 182.00	$ 463.56	$ 485.39	$ 169.89	$ 655.27	-	$0	$0	$0	$0

TABLE 30 : Analysis of Current and Proposed Residential and Commercial Rates

Analysis of Current and Proposed Residential and Commercial Rates

Customer Classes/Service Type	What Mid Valley is Paid	Current Rates		Calculations of Proposed Rates							No. Units	Rev. Est. W/O Surcharge		Rev. Est. WITH Surcharge	
		FY 2019/20	Mo. Revenue	Collection $	Bin Replace-ment	Disposal $	FY 2020/21 Unadjusted	FY 2020/21 Adjusted	AB 1383 Surcharge	New Rate w/ Surcharge		Mo. Revenue	Annual Rev.	Mo. Revenue	Annual Rev.
5 Cubic Yard															
1x per week	$87.95	$ 93.56	$ -	$ 75.83	$ -	$ 37.92	$ 113.75	$ 123.50	$ 43.22	$ 166.72	-	$0	$0	$0	$0
2x per week	$191.92	$ 185.53	$ -	$ 98.58	$ -	$ 75.83	$ 174.42	$ 177.84	$ 62.24	$ 240.08	-	$0	$0	$0	$0
3x per week	$295.84	$ 276.11	$ 552.22	$ 128.16	$ -	$ 113.75	$ 241.91	$ 241.07	$ 84.37	$ 325.44	2	$482	$5,786	$651	$7,811
4x per week	$391.84	$ 369.45	$ -	$ 166.61	$ -	$ 151.67	$ 318.27	$ 315.86	$ 110.55	$ 426.41	-	$0	$0	$0	$0
5x per week	$487.80	$ 461.47	$ -	$ 216.59	$ -	$ 189.58	$ 406.17	$ 405.68	$ 141.99	$ 547.66	-	$0	$0	$0	$0
6x per week		$ 553.33	$ -	$ 281.56	$ -	$ 227.50	$ 509.06	$ 515.03	$ 180.26	$ 695.29	-	$0	$0	$0	$0
6 Cubic Yard															
1x per week	$113.72	$ 107.22	$ 4,074.36	$ 75.83	$ -	$ 45.50	$ 121.33	$ 128.44	$ 44.95	$ 173.39	38	$4,881	$58,568	$6,589	$79,066
2x per week	$216.76	$ 213.04	$ 6,178.16	$ 98.58	$ -	$ 91.00	$ 189.58	$ 187.72	$ 65.70	$ 253.42	29	$5,444	$65,325	$7,349	$88,189
3x per week	$319.82	$ 318.78	$ 2,550.24	$ 128.16	$ -	$ 136.50	$ 264.66	$ 255.89	$ 89.56	$ 345.45	8	$2,047	$24,565	$2,764	$33,163
4x per week	$427.60	$ 424.44	$ -	$ 166.61	$ -	$ 182.00	$ 348.61	$ 335.62	$ 117.47	$ 453.08	-	$0	$0	$0	$0
5x per week	$525.03	$ 529.93	$ 2,119.72	$ 216.59	$ -	$ 227.50	$ 444.09	$ 430.37	$ 150.63	$ 581.01	4	$1,721	$20,658	$2,324	$27,888
6x per week		$ 635.62	$ -	$ 281.56	$ -	$ 273.00	$ 554.56	$ 544.67	$ 190.63	$ 735.30	-	$0	$0	$0	$0
LOCK	$5.93	$ 10.00	$ 1,590.00	$ -		$ -	$ 10.00	$ 10.00	$ 3.50	$ 13.50	159	$1,590	$19,080	$2,147	$25,758
Bin Service Rate Revenue	$105,209		**$97,017**									**$126,612**	**$1,519,344**	**$170,926**	**$2,051,115**
Bin Service (Recyclables)	*No Disposal Costs Included*														
2 Cubic Yard															
1x per week	$34.75	$ 31.22	$ 5,369.84	$ 75.83	$ -	$ 7.58	$ 83.42	$ 48.21	$ 16.87	$ 65.08	172	$8,291	$99,496	$11,193	$134,319
2x per week	$62.32	$ 55.98	$ 1,063.62	$ 151.67	$ -	$ 15.17	$ 166.83	$ 96.41	$ 33.74	$ 130.15	19	$1,832	$21,982	$2,473	$29,675
3x per week	$95.70	$ 80.79	$ 403.95	$ 227.50	$ -	$ 22.75	$ 250.25	$ 144.62	$ 50.62	$ 195.23	5	$723	$8,677	$976	$11,714
3 Cubic Yard															
1x per week	$46.64	$ 41.89	$ 3,141.75	$ 84.83	$ -	$ 11.38	$ 96.21	$ 56.82	$ 19.89	$ 76.70	75	$4,261	$51,136	$5,753	$69,034
2x per week	$80.94	$ 72.72	$ 1,890.72	$ 160.67	$ -	$ 22.75	$ 183.42	$ 108.82	$ 38.09	$ 146.90	26	$2,829	$33,950	$3,819	$45,833
3x per week	$139.77	$ 109.38	$ 1,312.56	$ 236.50	$ -	$ 34.13	$ 270.63	$ 160.81	$ 56.28	$ 217.10	12	$1,930	$23,157	$2,605	$31,262
4 Cubic Yard															
1x per week	$53.35	$ 47.92	$ 2,300.16	$ 87.83	$ -	$ 15.17	$ 103.00	$ 62.22	$ 21.78	$ 83.99	48	$2,986	$35,837	$4,032	$48,380
2x per week	$99.51	$ 89.40	$ 1,341.00	$ 163.67	$ -	$ 30.33	$ 194.00	$ 118.01	$ 41.30	$ 159.31	15	$1,770	$21,241	$2,390	$28,675
3x per week	$195.01	$ 130.89	$ 523.56	$ 239.50	$ -	$ 45.50	$ 285.00	$ 173.79	$ 60.83	$ 234.62	4	$695	$8,342	$938	$11,262
4 CY Recycling Compactor															
RC4/1COM	$105.55	$ 95.84	$ 95.84	$ 87.83	*NA*	$ 45.50	$ 133.33	$ 92.55	$ 32.39	$ 124.94	1	$93	$1,111	$125	$1,499
6 Cubic Yard															
1x per week	$71.88	$ 64.58	$ 516.64	$ 93.83	$ -	$ 22.75	$ 116.58	$ 73.01	$ 25.55	$ 98.57	8	$584	$7,009	$789	$9,463
2x per week	$131.48	$ 118.12	$ 1,181.20	$ 169.67	$ -	$ 45.50	$ 215.17	$ 136.39	$ 47.74	$ 184.12	10	$1,364	$16,366	$1,841	$22,095
3x per week	$204.69	$ 171.54	$ 1,715.40	$ 245.50	$ -	$ 68.25	$ 313.75	$ 199.76	$ 69.92	$ 269.67	10	$1,998	$23,971	$2,697	$32,361
Recyclables Rate Revenue	$20,658		**$20,856**									**$29,356**	**$352,275**	**$39,631**	**$475,572**

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Customer Classes/Service Type	What Mid Valley is Paid	Current Rates		Calculations of Proposed Rates							No. Units	Rev. Est. W/O Surcharge		Rev. Est. WITH Surcharge	
		FY 2019/20	Mo. Revenue	Collection $	Bin Replace-ment	Disposal $	FY 2020/21 Unadjusted	FY 2020/21 Adjusted	AB 1383 Surcharge	New Rate w/ Surcharge		Mo. Revenue	Annual Rev.	Mo. Revenue	Annual Rev.
Compactor - Bin Service															
2 Cubic Yard															
1x per week		$ 104.22	$ -	$ 75.83	NA	$ 45.50	$ 121.33	$ 52.81	$ 18.48	$ 71.29	-	$0	$0	$0	$0
2x per week		$ 204.80	$ -	$ 98.58	NA	$ 91.00	$ 189.58	$ 77.18	$ 27.01	$ 104.20	-	$0	$0	$0	$0
3x per week		$ 302.50	$ -	$ 128.16	NA	$ 136.50	$ 264.66	$ 105.21	$ 36.82	$ 142.03	-	$0	$0	$0	$0
4x per week		$ 406.20	$ -	$ 166.61	NA	$ 182.00	$ 348.61	$ 137.99	$ 48.30	$ 186.29	-	$0	$0	$0	$0
5x per week		$ 506.94	$ -	$ 216.59	NA	$ 227.50	$ 444.09	$ 176.95	$ 61.93	$ 238.89	-	$0	$0	$0	$0
6x per week		$ 618.80	$ -	$ 281.56	NA	$ 273.00	$ 554.56	$ 223.95	$ 78.38	$ 302.33	-	$0	$0	$0	$0
3 Cubic Yard															
1x per week		$ 131.68	$ -	$ 75.83	NA	$ 68.25	$ 144.08	$ 58.90	$ 20.62	$ 79.52	-	$0	$0	$0	$0
2x per week		$ 260.68	$ -	$ 98.58	NA	$ 136.50	$ 235.08	$ 89.37	$ 31.28	$ 120.65	-	$0	$0	$0	$0
3x per week	*$433.07*	$ 388.88	$ 388.88	$ 128.16	NA	$ 204.75	$ 332.91	$ 123.49	$ 43.22	$ 166.71	1	$123	$1,482	$167	$2,001
4x per week		$ 517.44	$ -	$ 166.61	NA	$ 273.00	$ 439.61	$ 162.37	$ 56.83	$ 219.19	-	$0	$0	$0	$0
5x per week		$ 646.28	$ -	$ 216.59	NA	$ 341.25	$ 557.84	$ 207.42	$ 72.60	$ 280.02	-	$0	$0	$0	$0
6x per week		$ 774.78	$ -	$ 281.56	NA	$ 409.50	$ 691.06	$ 260.51	$ 91.18	$ 351.68	-	$0	$0	$0	$0
4 Cubic Yard															
1x per week	*$152.96*	$ 159.46	$ 159.46	$ 75.83	NA	$ 91.00	$ 166.83	$ 65.00	$ 22.75	$ 87.74	1	$65	$780	$88	$1,053
2x per week		$ 315.74	$ -	$ 98.58	NA	$ 182.00	$ 280.58	$ 101.56	$ 35.54	$ 137.10	-	$0	$0	$0	$0
3x per week		$ 544.50	$ -	$ 128.16	NA	$ 273.00	$ 401.16	$ 141.77	$ 49.62	$ 191.39	-	$0	$0	$0	$0
4x per week		$ 666.20	$ -	$ 166.61	NA	$ 364.00	$ 530.61	$ 186.74	$ 65.36	$ 252.10	-	$0	$0	$0	$0
5x per week		$ 784.34	$ -	$ 216.59	NA	$ 455.00	$ 671.59	$ 237.89	$ 83.26	$ 321.15	-	$0	$0	$0	$0
6x per week		$ 940.48	$ -	$ 281.56	NA	$ 546.00	$ 827.56	$ 297.07	$ 103.97	$ 401.04	-	$0	$0	$0	$0
5 Cubic Yard															
1x per week		$ 187.12	$ -	$ 75.83	NA	$ 113.75	$ 189.58	$ 71.09	$ 24.88	$ 95.97	-	$0	$0	$0	$0
2x per week		$ 371.06	$ -	$ 98.58	NA	$ 227.50	$ 326.08	$ 113.74	$ 39.81	$ 153.55	-	$0	$0	$0	$0
3x per week		$ 552.22	$ -	$ 128.16	NA	$ 341.25	$ 469.41	$ 160.05	$ 56.02	$ 216.07	-	$0	$0	$0	$0
4x per week		$ 738.90	$ -	$ 166.61	NA	$ 455.00	$ 621.61	$ 211.11	$ 73.89	$ 285.00	-	$0	$0	$0	$0
5x per week		$ 922.94	$ -	$ 216.59	NA	$ 568.75	$ 785.34	$ 268.35	$ 93.92	$ 362.28	-	$0	$0	$0	$0
6x per week		$ 1,106.66	$ -	$ 281.56	NA	$ 682.50	$ 964.06	$ 333.63	$ 116.77	$ 450.39	-	$0	$0	$0	$0
6 Cubic Yard															
1x per week		$ 214.44	$ -	$ 75.83	NA	$ 136.50	$ 212.33	$ 77.18	$ 27.01	$ 104.20	-	$0	$0	$0	$0
2x per week		$ 426.08	$ -	$ 98.58	NA	$ 273.00	$ 371.58	$ 125.93	$ 44.07	$ 170.00	-	$0	$0	$0	$0
3x per week		$ 637.56	$ -	$ 128.16	NA	$ 409.50	$ 537.66	$ 178.33	$ 62.42	$ 240.75	-	$0	$0	$0	$0
4x per week		$ 848.88	$ -	$ 166.61	NA	$ 546.00	$ 712.61	$ 235.49	$ 82.42	$ 317.91	-	$0	$0	$0	$0
5x per week		$ 1,059.86	$ -	$ 216.59	NA	$ 682.50	$ 899.09	$ 298.82	$ 104.59	$ 403.41	-	$0	$0	$0	$0
6x per week		$ 1,271.24	$ -	$ 281.56	NA	$ 819.00	$ 1,100.56	$ 370.19	$ 129.57	$ 499.75	-	$0	$0	$0	$0
Compactor Rate Revenue	*$548*		**$548**									**$188**	**$2,262**	**$254**	**$3,053**

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		FY 2019/20	Mo. Revenue	Collection $	Bin Replace-ment	Disposal $	FY 2020/21 Unadjusted	FY 2020/21 Adjusted	AB 1383 Surcharge	New Rate w/ Surcharge		Mo. Revenue	Annual Rev.	Mo. Revenue	Annual Rev.
Compactor - Bin Service															
Organic Waste															
96 Gallon Container															
1x per week	*$11.03*	$ 10.28	$ 133.64	$ 15.59	*NA*	$ 7.21	$22.79	$ 10.28	$ 3.60	$ 13.88	13	$134	$1,604	$180	$2,165
2x per week	*$22.07*	$ 20.57	$ 61.71	$ 31.17	*NA*	$ 14.41	$45.59	$ 20.56	$ 7.20	$ 27.75	3	$62	$740	$83	$999
3x per week	*$33.11*	$ 30.85	$ -	$ 46.76	*NA*	$ 21.62	$68.38	$ 30.84	$ 10.79	$ 41.63	-	$0	$0	$0	$0
4x per week	*$44.16*	$ 41.13	$ -	$ 62.34	*NA*	$ 28.83	$91.17	$ 41.12	$ 14.39	$ 55.51	-	$0	$0	$0	$0
5x per week	*$55.19*	$ 51.41	$ -	$ 77.93	*NA*	$ 36.04	$113.96	$ 51.40	$ 17.99	$ 69.38	-	$0	$0	$0	$0
2 Cubic Yard Bin			$ -												
1x per week	*$45.26*	$ 42.18	$ 548.34	$ 75.83	$ -	$ 15.17	$91.00	$ 44.68	$ 15.64	$ 60.32	13	$581	$6,971	$784	$9,410
2x per week	*$82.78*	$ 77.36	$ 773.60	$ 151.67	$ -	$ 30.33	$182.00	$ 89.37	$ 31.28	$ 120.65	10	$894	$10,724	$1,206	$14,478
3x per week	*$126.93*	$ 118.54	$ 474.16	$ 227.50	$ -	$ 45.50	$273.00	$ 134.05	$ 46.92	$ 180.97	4	$536	$6,435	$724	$8,687
4x per week	*$165.54*	$ 157.07	$ -	$ 303.33	$ -	$ 60.67	$364.00	$ 178.74	$ 62.56	$ 241.29	-	$0	$0	$0	$0
5x per week	*$204.19*	$ 193.84	$ -	$ 379.17	$ -	$ 75.83	$455.00	$ 223.42	$ 78.20	$ 301.62	-	$0	$0	$0	$0
3 Cubic Yard Bin			$ -												
1x per week	*$56.29*	$ 52.77	$ -	$ 84.83	$ -	$ 22.75	$107.58	$ 51.54	$ 18.04	$ 69.57	-	$0	$0	$0	$0
2x per week	*$104.86*	$ 98.54	$ -	$ 160.67	$ -	$ 45.50	$206.17	$ 98.25	$ 34.39	$ 132.64	-	$0	$0	$0	$0
3x per week	*$160.05*	$ 150.30	$ -	$ 236.50	$ -	$ 68.25	$304.75	$ 144.97	$ 50.74	$ 195.71	-	$0	$0	$0	$0
4x per week	*$203.60*	$ 197.07	$ -	$ 312.33	$ -	$ 91.00	$403.33	$ 191.68	$ 67.09	$ 258.77	-	$0	$0	$0	$0
5x per week	*$251.82*	$ 243.84	$ 243.84	$ 388.17	$ -	$ 113.75	$501.92	$ 238.40	$ 83.44	$ 321.84	1	$238	$2,861	$322	$3,862
Total Organic Rate Revenue	*$1,645*		**$2,235**									**$2,444**	**$29,334**	**$3,300**	**$39,601**
Total Comm. Rate Revenue	*$133,342.27*		**$126,326.22**									**$164,306**	**$1,971,668**	**$221,813**	**$2,661,752**
Total Resid. & Comm.	*$364,200.47*		**$461,565.07**									**$483,252**	**$5,799,024**	**$652,390**	**$7,828,683**
City Admin Service Fee														*(Surcharge does not apply)*	
SFR Admin Service Fee	*$2.33*	*$2.33*	$ 32,342.73				*$2.33*	*$2.33*			*13,881*	$32,343	$388,113	$32,343	$388,113
MFR Admin Service Fee	*$2.33*	*$2.33*	$ 1,039.18				*$2.33*	*$2.33*			*446*	$1,039	$12,470	$1,039	$12,470
Comm/Lock Admin Service Fee	*$2.33*	*$2.33*	$ 370.47				*$2.33*	*$2.33*			*159*	$370	$4,446	$370	$4,446
Total Admin Service Fee	*$ 33,752*		***$33,752***									***$33,752***	***$405,029***	***$33,752***	***$405,029***
Total Resid./Comm./Admin	*$397,952.85*		**$495,317.45**									**$517,004**	**$6,204,053**	**$686,143**	**$8,233,712**

TABLE 31 : Proposed Rates (Include Street Sweeping, Admin Fee & SB 1383 Surcharge)

Customer Classes/Service Type	Current Rates FY 2019/20	Proposed Rates (Include Street Sweeping, Admin Fee & SB 1383 Surcharge)[1] FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Single Family Residential						
Three Standard Containers	$ 23.22	$ 32.00	$ 34.97	$ 38.23	$ 41.82	$ 45.77
1/2 Resid. (Grey & Blue only)	$ 16.02	$ 25.68	$ 28.02	$ 30.58	$ 33.41	$ 36.52
Additional Grey Container	$ 4.73	$ 23.35	$ 25.69	$ 28.25	$ 31.08	$ 34.19
Additional Green Container	$ 2.17	$ 8.27	$ 9.09	$ 10.00	$ 11.00	$ 12.11
Additional Blue Container	$ 2.17	$ 8.27	$ 9.09	$ 10.00	$ 11.00	$ 12.11
Residential Carry-Out Service						
Two Containers	$ 55.32	$ 42.21	$ 46.20	$ 50.58	$ 55.41	$ 60.72
Each Additional Container	$ 11.44	$ 16.54	$ 18.19	$ 20.01	$ 22.01	$ 24.21
Multi-Family Residential						
First Two Dwelling Units (each)	$ 23.22	$ 32.00	$ 34.97	$ 38.23	$ 41.82	$ 45.77
Each Additional Dwelling Unit	$ 22.59	$ 29.45	$ 32.16	$ 35.14	$ 38.42	$ 42.03
Commercial						
Two Containers	$ 29.46	$ 42.21	$ 46.20	$ 50.58	$ 55.41	$ 60.72
Additional Container	$ 40.85	$ 34.77	$ 38.25	$ 42.08	$ 46.28	$ 50.91
Commercial Carry-Out Service						
Two Containers	$ 57.64	$ 62.63	$ 68.66	$ 75.29	$ 82.59	$ 90.61
Each Additional Container	$ 17.70	$ 30.15	$ 33.16	$ 36.48	$ 40.13	$ 44.14

1. Note: admin Fee only applies to initial service charges, not on additional containers.

Customer Classes/Service Type	Current Rates FY 2019/20	Proposed Rates (Include Street Sweeping & SB 1383 Surcharge) FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Bin Service (Solid Waste)						
2 Cubic Yard						
1x per week	$ 52.11	$ 146.72	$ 161.39	$ 177.53	$ 195.28	$ 214.81
2x per week	$ 102.40	$ 200.07	$ 220.07	$ 242.08	$ 266.29	$ 292.92
3x per week	$ 151.25	$ 265.42	$ 291.96	$ 321.16	$ 353.28	$ 388.60
4x per week	$ 203.10	$ 346.38	$ 381.02	$ 419.12	$ 461.03	$ 507.14
5x per week	$ 253.47	$ 447.63	$ 492.39	$ 541.63	$ 595.79	$ 655.37
3 Cubic Yard						
1x per week	$ 65.84	$ 153.38	$ 168.72	$ 185.59	$ 204.15	$ 224.57
2x per week	$ 130.34	$ 213.40	$ 234.74	$ 258.22	$ 284.04	$ 312.45
3x per week	$ 194.44	$ 285.43	$ 313.97	$ 345.37	$ 379.90	$ 417.90
4x per week	$ 258.72	$ 373.06	$ 410.36	$ 451.40	$ 496.54	$ 546.19
5x per week	$ 323.14	$ 480.97	$ 529.07	$ 581.98	$ 640.18	$ 704.19
4 Cubic Yard						
1x per week	$ 79.73	$ 160.05	$ 176.06	$ 193.66	$ 213.03	$ 234.33
2x per week	$ 157.87	$ 226.74	$ 249.42	$ 274.36	$ 301.79	$ 331.97
3x per week	$ 272.25	$ 305.43	$ 335.98	$ 369.58	$ 406.53	$ 447.19
4x per week	$ 333.10	$ 399.73	$ 439.71	$ 483.68	$ 532.04	$ 585.25
5x per week	$ 392.17	$ 514.32	$ 565.75	$ 622.32	$ 684.56	$ 753.01
5 Cubic Yard						
3x per week	$ 276.11	$ 325.44	$ 357.99	$ 393.78	$ 433.16	$ 476.48
6 Cubic Yard						
1x per week	$ 107.22	$ 173.39	$ 190.73	$ 209.80	$ 230.78	$ 253.86
2x per week	$ 213.04	$ 253.42	$ 278.76	$ 306.64	$ 337.30	$ 371.03
3x per week	$ 318.78	$ 345.45	$ 379.99	$ 417.99	$ 459.79	$ 505.77
5x per week	$ 529.93	$ 581.01	$ 639.11	$ 703.02	$ 773.32	$ 850.65

TABLE 32 : Proposed Rates (Include Street Sweeping, Admin Fee & SB 1383 Surcharge)

Customer Classes/Service Type	Current Rates FY 2019/20	Proposed Rates *(Include Street Sweeping & SB 1383 Surcharge)* FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Bin Service (Recyclables)						
2 Cubic Yard						
1x per week	$ 31.22	$ 65.08	$ 71.58	$ 78.74	$ 86.62	$ 95.28
2x per week	$ 55.98	$ 130.15	$ 143.17	$ 157.49	$ 173.24	$ 190.56
3x per week	$ 80.79	$ 195.23	$ 214.75	$ 236.23	$ 259.85	$ 285.84
3 Cubic Yard						
1x per week	$ 41.89	$ 76.70	$ 84.37	$ 92.81	$ 102.09	$ 112.30
2x per week	$ 72.72	$ 146.90	$ 161.59	$ 177.75	$ 195.52	$ 215.08
3x per week	$ 109.38	$ 217.10	$ 238.81	$ 262.69	$ 288.96	$ 317.85
4 Cubic Yard						
1x per week	$ 47.92	$ 83.99	$ 92.39	$ 101.63	$ 111.79	$ 122.97
2x per week	$ 89.40	$ 159.31	$ 175.24	$ 192.76	$ 212.04	$ 233.24
3x per week	$ 130.89	$ 234.62	$ 258.08	$ 283.89	$ 312.28	$ 343.51
6 Cubic Yard						
1x per week	$ 64.58	$ 98.57	$ 108.43	$ 119.27	$ 131.20	$ 144.32
2x per week	$ 118.12	$ 184.12	$ 202.53	$ 222.79	$ 245.07	$ 269.57
3x per week	$ 171.54	$ 269.67	$ 296.64	$ 326.31	$ 358.94	$ 394.83
Compactor - Bin Service						
3 Cubic Yard						
3x per week	$ 388.88	$ 166.71	$ 183.38	$ 201.72	$ 221.89	$ 244.08
4 Cubic Yard						
1x per week	$ 159.46	$ 87.74	$ 96.52	$ 106.17	$ 116.79	$ 128.47
Roll-Off Container (Not a City rate)						
25 Cubic Yard						
Monthly Rent	$ 181.13	$ 181.13	$ 199.24	$ 219.17	$ 241.08	$ 265.19
Per Load	$ 185.25	$ 185.25	$ 203.78	$ 224.15	$ 246.57	$ 271.22

Customer Classes/Service Type	Current Rates FY 2019/20	Proposed Rates FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Organic Waste *(Include Street Sweeping & SB 1383 Surcharge)*						
96 Gallon Container						
1x per week	$ 10.28	$ 13.88	$ 15.26	$ 16.79	$ 18.47	$ 20.32
2x per week	$ 20.57	$ 27.75	$ 30.53	$ 33.58	$ 36.94	$ 40.63
2 Cubic Yard Bin						
1x per week	$ 42.18	$ 60.32	$ 66.36	$ 72.99	$ 80.29	$ 88.32
2x per week	$ 77.36	$ 120.65	$ 132.71	$ 145.98	$ 160.58	$ 176.64
3x per week	$ 118.54	$ 180.97	$ 199.07	$ 218.98	$ 240.87	$ 264.96
3 Cubic Yard Bin						
5x per week	$ 243.84	$ 321.84	$ 354.02	$ 389.42	$ 428.36	$ 471.20
Miscellaneous Rates and Charges *(Does Not Include Street Sweepig or SB 1383 Surcharge)*						
Locking Service Fee (Optional)	$10.00	$ 10.00	$ 11.00	$ 12.10	$ 13.31	$ 14.64
Lost Lock Fee	$15.00	$ 15.00	$ 16.50	$ 18.15	$ 19.97	$ 21.96
New or Replacement Can	$53.30	$ 53.30	$ 58.63	$ 64.49	$ 70.94	$ 78.04
Delivery Charge	$10.00	$ 10.00	$ 11.00	$ 12.10	$ 13.31	$ 14.64
Street Cleaning Service						
Per foot of street exposure	$0.0248	*(Now Included in Solid Waste Rates)*				
Additional Cleaning per foot	$0.0125					

TABLE 33 : Customer Bill Comparisons

Single Family Residential	Current	Proposed New Rates ($/month)				
Solid Waste Service Type	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Single Family Residential	$ 23.22	$ 32.00	$ 34.97	$ 38.23	$ 41.82	$ 45.77

Multi-Family Residential	Current	Proposed New Rates ($/month)				
Solid Waste Service Type	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
First Two Dwelling Units (each)	$ 23.22	$ 32.00	$ 34.97	$ 38.23	$ 41.82	$ 45.77
Each Additional Dwelling Unit	$ 22.59	$ 29.45	$ 32.16	$ 35.14	$ 38.42	$ 42.03

Commercial	Current	Proposed New Rates ($/month)				
Solid Waste Service Type	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Commercial Two Containers	$ 29.46	$ 42.21	$ 46.20	$ 50.58	$ 55.41	$ 60.72
Commercial Additional Container	$ 40.85	$ 34.77	$ 38.25	$ 42.08	$ 46.28	$ 50.91

Bin Service (Solid Waste)	Current	Proposed New Rates ($/month)				
Solid Waste Service Type	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Commercial 2 Cubic Yard - 1X/Week	$ 52.11	$ 146.72	$ 161.39	$ 177.53	$ 195.28	$ 214.81
Commercial 3 Cubic Yard - 1X/Week	$ 65.84	$ 153.38	$ 168.72	$ 185.59	$ 204.15	$ 224.57

Bin Service (Recyclables)	Current	Proposed New Rates ($/month)				
Solid Waste Service Type	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Recyclables 2 Cubic Yard - 1X/Week	$ 31.22	$ 65.08	$ 71.58	$ 78.74	$ 86.62	$ 95.28
Recyclables 3 Cubic Yard - 1X/Week	$ 41.89	$ 76.70	$ 84.37	$ 92.81	$ 102.09	$ 112.30

Organic Waste	Current	Proposed New Rates ($/month)				
Solid Waste Service Type	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Organics 96 Gallon Container - 1X/Week	$ 10.28	$ 11.08	$ 12.19	$ 13.41	$ 14.75	$ 16.22
Organics 2 Cubic Yard Bin - 1X/Week	$ 42.18	$ 45.64	$ 50.21	$ 55.23	$ 60.75	$ 66.83

City of Madera Tonnages for 2020 [1]

Sum of Allocated Tons	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
MADERA													
COM	**1,383.6**	**1,279.8**	**1,376.2**	**1,189.9**	**1,208.0**	**1,344.1**	**1,255.5**	**1,227.5**	**1,272.0**	**1,269.1**	**1,246.7**	**1,364.8**	**15,417.2**
FL ORGANICS	21.2	21.4	28.5	16.6	22.6	23.3	17.3	23.6	14.6	25.4	25.2	23.5	263.1
FL RECYCLE	147.7	131.9	152.2	122.3	126.1	152.3	131.0	133.9	132.6	118.9	126.0	140.9	1,615.9
FL TRASH	1,214.7	1,126.4	1,195.5	1,051.0	1,059.3	1,168.5	1,107.2	1,070.1	1,124.8	1,124.8	1,095.5	1,200.4	13,538.2
RES	**2,434.8**	**2,187.0**	**2,631.7**	**3,232.0**	**2,840.4**	**2,617.0**	**2,763.4**	**2,455.8**	**2,634.2**	**2,709.9**	**2,588.7**	**3,055.4**	**32,150.3**
SL ORGANICS	627.2	698.9	911.7	1,266.7	936.6	801.3	710.6	694.2	761.6	737.3	687.2	874.0	9,707.1
SL RECYCLE	330.0	271.9	312.1	352.0	333.2	325.3	351.8	295.5	318.3	331.9	360.8	422.1	4,004.7
SL TRASH	1,477.7	1,216.2	1,408.0	1,613.3	1,570.6	1,490.5	1,701.0	1,466.1	1,554.4	1,640.7	1,540.7	1,759.3	18,438.5
Grand Total	**3,818.5**	**3,466.8**	**4,007.9**	**4,421.9**	**4,048.3**	**3,961.1**	**4,018.8**	**3,683.3**	**3,906.2**	**3,979.0**	**3,835.4**	**4,420.2**	**47,567.5**

1. Source files: 2020 Tonnages.xlsx

Sum of Allocated Tons	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
MADERA													
Residential - SL TRASH	1,477.7	1,216.2	1,408.0	1,613.3	1,570.6	1,490.5	1,701.0	1,466.1	1,554.4	1,640.7	1,540.7	1,759.3	18,438.5
Commercial - FL TRASH	1,214.7	1,126.4	1,195.5	1,051.0	1,059.3	1,168.5	1,107.2	1,070.1	1,124.8	1,124.8	1,095.5	1,200.4	13,538.2
Total Trash Tonnages	2,692.4	2,342.6	2,603.5	2,664.3	2,629.9	2,659.0	2,808.1	2,536.1	2,679.2	2,765.5	2,636.3	2,959.7	31,976.6
Residential - SL RECYCLE	330.0	271.9	312.1	352.0	333.2	325.3	351.8	295.5	318.3	331.9	360.8	422.1	4,004.7
Commercial - FL RECYCLE	147.7	131.9	152.2	122.3	126.1	152.3	131.0	133.9	132.6	118.9	126.0	140.9	1,615.9
Total Recycle Tonnages	477.7	403.8	464.3	474.2	459.3	477.6	482.8	429.4	450.9	450.8	486.8	563.1	5,620.6
Residential - SL ORGANIC	627.2	698.9	911.7	1,266.7	936.6	801.3	710.6	694.2	761.6	737.3	687.2	874.0	9,707.1
Commercial - FL ORGANI	21.2	21.4	28.5	16.6	22.6	23.3	17.3	23.6	14.6	25.4	25.2	23.5	263.1
Total Organics Tonnages	648.4	720.3	940.2	1,283.3	959.2	824.6	727.9	717.8	776.2	762.7	712.4	897.5	9,970.3
Grand Total	**3,818.5**	**3,466.8**	**4,007.9**	**4,421.9**	**4,048.3**	**3,961.1**	**4,018.8**	**3,683.3**	**3,906.2**	**3,979.0**	**3,835.4**	**4,420.2**	**47,567.5**

City of Madera Tonnages for 2020 [1]

Disposal Tonnages by Type	2020 Total	% of Component	% of Total
Solid Waste Disposal Components			
Residential - SL TRASH	18,438.5	57.7%	
Commercial - FL TRASH	13,538.2	42.3%	67.2%
Total Trash Tonnages	31,976.6	100.0%	
Residential - SL RECYCLE	4,004.7	71.3%	
Commercial - FL RECYCLE	1,615.9	28.7%	11.8%
Total Recycle Tonnages	5,620.6	100.0%	
Residential - SL ORGANICS	9,707.1	97.4%	
Commercial - FL ORGANICS	263.1	2.6%	21.0%
Total Organics Tonnages	9,970.3	100.0%	
Grand Total	**47,567.5**	**N.A.**	**100.0%**

1. Source files: 2020 Tonnages.xlsx

Residential vs. Commercial Disposal Tonnages	2020 Total	% of Component
Solid Waste Disposal Components		
Residential - SL TRASH	18,438.5	57.4%
Residential - SL RECYCLE	4,004.7	12.5%
Residential - SL ORGANICS	9,707.1	30.2%
Total Residential Tonnages	32,150.3	100.0%
Commercial - FL TRASH	13,538.2	87.8%
Commercial - FL RECYCLE	1,615.9	10.5%
Commercial - FL ORGANICS	263.1	1.7%
Total Commercial Tonnages	15,417.2	100.0%
Grand Total	**47,567.5**	*N.A.*

1. Source files: 2020 Tonnages.xlsx

Sum of Allocated Tons	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
MADERA													
COM	**1,383.6**	**1,279.8**	**1,376.2**	**1,189.9**	**1,208.0**	**1,344.1**	**1,255.5**	**1,227.5**	**1,272.0**	**1,269.1**	**1,246.7**	**1,364.8**	**15,417.2**
FL ORGANICS	21.2	21.4	28.5	16.6	22.6	23.3	17.3	23.6	14.6	25.4	25.2	23.5	263.1
FL RECYCLE	147.7	131.9	152.2	122.3	126.1	152.3	131.0	133.9	132.6	118.9	126.0	140.9	1,615.9
FL TRASH	1,214.7	1,126.4	1,195.5	1,051.0	1,059.3	1,168.5	1,107.2	1,070.1	1,124.8	1,124.8	1,095.5	1,200.4	13,538.2
RES	**2,434.8**	**2,187.0**	**2,631.7**	**3,232.0**	**2,840.4**	**2,617.0**	**2,763.4**	**2,455.8**	**2,634.2**	**2,709.9**	**2,588.7**	**3,055.4**	**32,150.3**
SL ORGANICS	627.2	698.9	911.7	1,266.7	936.6	801.3	710.6	694.2	761.6	737.3	687.2	874.0	9,707.1
SL RECYCLE	330.0	271.9	312.1	352.0	333.2	325.3	351.8	295.5	318.3	331.9	360.8	422.1	4,004.7
SL TRASH	1,477.7	1,216.2	1,408.0	1,613.3	1,570.6	1,490.5	1,701.0	1,466.1	1,554.4	1,640.7	1,540.7	1,759.3	18,438.5
Grand Total	**3,818.5**	**3,466.8**	**4,007.9**	**4,421.9**	**4,048.3**	**3,961.1**	**4,018.8**	**3,683.3**	**3,906.2**	**3,979.0**	**3,835.4**	**4,420.2**	**47,567.5**

1. Source files: 2020 Tonnages.xlsx

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: D-2

SUBJECT:

Amending the Municipal Code to remove the superseded section relating to the appointment process for members of the Civil Service Commission

RECOMMENDATION:

Waive further reading and introduce an ordinance amending §2-2.303 of Title II of the Madera Municipal Code relating to the Civil Service Commission

SUMMARY:

The City Council recently adopted an ordinance amending §2-3.101 of Title II, Chapter 3 of the Madera Municipal Code relating to the appointment process for all City Boards, Committees, and Commissions. This new code section supersedes any existing processes set by code, resolution, and/or minute order.

Section 2-2.303 of the Municipal Code provides an appointment process for Civil Service Commissioners and sets the term for Commissioner appointments, which now refers to a section of the code that was replaced by the aforementioned update. The proposed revision will bring the section related to the Civil Service Commission up to date with current code.

DISCUSSION:

The Civil Service Commission (Commission) is established in Chapter 2 of the City's Municipal Code. The Commission reviews recruitments and certifies the list of eligible candidates for full time employment with the City. The Commission also is the hearing body for appeals related to employment practices, including employee discipline, application of the City's Personnel Rules, and hiring practices.

Currently, §2-2.303 of the Municipal Code provides an appointment process for Civil Service Commissioners and sets the term for Commissioner appointments. This appointment process

and term designation are no longer applicable as the recently approved modifications to §2-3.101 provide for the appointment process to be followed for all City boards, Committees, and Commissions as well as the term of appointees. The proposed ordinance would update the code section regarding the Civil Service Commission to reference §2-3.101 as the appointment process and term of appointees. The proposed ordinance is a clean-up item to ensure there is no confusion created by having a code section published that is no longer applicable.

FINANCIAL IMPACT:

There is no anticipated financial impact beyond nominal costs associated with publication of the ordinance in the local newspaper. Adequate funds have been budgeted to cover publication fees.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

Council may direct staff to draft further revisions to the code regarding the Civil Service Commission.

ATTACHMENTS:

1. Proposed Ordinance amending §2-2.303 of Title II of the Madera Municipal Code relating to Civil Service Commission

ORDINANCE NO. 22-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION 2-2.303 OF TITLE II, CHAPTER 2 OF THE MADERA MUNICIPAL CODE RELATING TO THE CIVIL SERVICE COMMISSION

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2-2.303 of the Madera Municipal Code is amended to read as follows:

§2-2.303 CIVIL SERVICE COMMISSION.

(A) There is created a Civil Service Commission (Commission) to consist of seven members to be appointed as provided in §2-3.101.

(B) Chairperson.

Annually, the Commission shall, by majority vote, designate one of its members as the chair of the Commission in a manner consistent with the Civil Service Commission Rules of Procedure.

(C) Qualifications.

Members of the Civil Service Commission shall be residents of the city. No person shall be appointed to the Commission who holds any employment with the city. Nor shall any member be employed by or under the direct supervision of any current member of the City Council.

SECTION 2. **SEVERANCE**. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. **CEQA**. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

SECTION 4. **PUBLICATION**. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

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REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: D-3

SUBJECT:

Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers, Inc (BCF) for design services for shoulder paving and sidewalks

RECOMMENDATION:

1. Adopt a Resolution approving a consultant services agreement with Blair, Church, and Flynn Consulting Engineers, Inc in the amount of $264,750 for engineering design services for shoulder paving on Raymond Road - City Project R-37, Storey Road – City Project R-60, Pecan Avenue – City Project R-67, and sidewalks on Schnoor Avenue – City Project R-58, and Washington School area – City Project R-93.
2. Adopt a Resolution Approving Funding Amendment Appropriating $75,000 to the City of Madera Fiscal Year (FY) 2021/22 Capital Projects Budget for the engineering design services for shoulder paving on Raymond Road - City Project R-37, Storey Road – City Project R-60, Pecan Avenue – City Project R-67, and sidewalks on Schnoor Avenue – City Project R-58, and Washington School area – City Project R-93.

SUMMARY:

The City received Congestion Mitigation and Air Quality (CMAQ) Grants for the aforementioned projects. In order to expedite the projects, staff is proposing that the City retain an outside firm to assist in the design of the various improvements. The consultant services agreement with BCF is for design engineering and preparation of construction plans and specifications including an engineer's estimate of construction costs.

BACKGROUND:

These projects are part of the Madera County 2021 Federal Transportation Improvement Program (FTIP) Fiscal Years (FY) 2020-21 through 2023-24. The Madera County Transportation

Commission (MCTC) allocated FTIP CMAQ funds for the shoulder paving and sidewalk projects listed below.

- Raymond Road shoulder paving, between Cleveland Avenue northeast to the City Limits
- Storey Road shoulder paving and curb and gutter, fronting Millview Park
- Pecan Avenue shoulder paving, Various locations from Pine Street to Highway 99
- Washington School sidewalks and access ramps on Austin and Delvalle Avenues from E. Lincoln to Rush Street
- Schnoor Avenue sidewalks and access ramps from the Fresno River to Sunset Avenue

In accordance with the City's Capital Improvement Program (CIP), construction of shoulder paving and sidewalk projects will be funded in FY 2022/23 primarily by CMAQ funds with matching funds from Measure T and Local Transportation Funds (LTF) Streets funds.

In order to meet obligation deadlines imposed by the CMAQ funding, staff determined hiring a consultant for design services for these projects was the appropriate course. In-house engineering staff would not be able to meet those deadlines given the current workload. A Request for Proposals (RFP) for the engineering design services was released for advertisement on October 28, 2021, on the City's website, Madera Tribune, and eBidboard.

Individually, these five projects are small, so they were grouped together to better attract more engineering firms to provide proposals. When the RFP was released, the Engineering Department reached out to 16 engineering firms in the area. Four did not respond to the initial solicitation, five firms declined to bid, and seven firms considered responding to the RFP. Additionally, the due date was extended from December 1 to December 13, 2021 to provide the seven firms additional time. BCF was the only firm that submitted a proposal. Table 1 provides a summary.

Negotiations commenced to come to an agreement on contract terms for the final scope of work and fees. Additional funding is needed for the preliminary engineering phases for 4 of the 5 projects as identified in Exhibit A to the Budget Amendment Resolution. The project estimates were outdated, and consultant engineering fees are typically higher than utilizing in-house staff.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. All engineering design funding is from CMAQ funds, LTF – Streets, and Measure T – Environmental Enhancement funds.

Exhibit A to the resolution appropriates $60,000 from the unprogrammed LTF funds and $15,000 from the unappropriated fund balance of Measure T Environmental Enhancement funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 433 - Maintain or improve air quality through innovative programs and cooperative local plans. Ensure adherence to State and Federal air- quality policies.

ALTERNATIVES:

As an alternative, Council may direct staff to not enter into an agreement with BCF. Delays could result in loss of funds. As noted in the report, completing these projects in-house could jeopardize progress on other priority CIP projects.

ATTACHMENTS:

1. Resolution approving Agreement
    a. Exhibit A – Consultant Services Agreement
        i. Exhibit A – Scope of Work
        ii. Exhibit B – Cost Proposal
2. Budget Amendment Resolution
    a. Exhibit A – Budget Amendment Sheet
3. Location Map

ATTACHMENT 1

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A CONSULTANT SERVICES AGREEMENT WITH BLAIR, CHURCH AND FLYNN CONSULTING ENGINEERS, INC IN THE AMOUNT OF $264,750.00 FOR ENGINEERING DESIGN SERVICES FOR SHOULDER PAVING ON RAYMOND ROAD - CITY PROJECT R-37, STOREY ROAD - CITY PROJECT R-60, PECAN AVENUE - CITY PROJECT R-67, AND SIDEWALKS ON SCHNOOR AVENUE - CITY PROJECT R-58, AND WASHINGTON SCHOOL AREA - CITY PROJECT R-93.

WHEREAS, the City has a need for new shoulder paving and sidewalks at five project locations (Project); and

WHEREAS, engineering services by a professional firm are required for the Project; and

WHEREAS, the City of Madera (City) published a Request for Proposal (RFP) on the City's website and solicited firms to provide a proposal for the Project; and

WHEREAS, the City received one proposal in response to the RFP; and

WHEREAS, Blair, Church, and Flynn Consulting Engineers, Inc. was selected based on their experience and knowledge of the proposed project.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers, Inc. in the amount of $264,750 for engineering design services for shoulder paving on Raymond Road (City Project (CP) R-37), Storey Road (CP R-60), Pecan Avenue (CP R-67), and sidewalks on Schnoor Avenue (CP R-58), and proximate to Washington Elementary School (CP R-93) is approved.
3. This resolution is effective immediately.

* * *

EXHIBIT A

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, INC.

This Agreement for Consultant Services ("Agreement") is made and entered into this _____ day of April, 2022 between the City of Madera, a municipal corporation of the State of California, ("CITY"), and ("CONSULTANT").

RECITALS

WHEREAS, CITY plans to construct shoulder paving and sidewalks at various locations in the City of Madera, City Projects R-37, R-58, R-60, R-67, R-93 ("PROJECT"); and

WHEREAS, CITY needs professional engineering services for the ("PROJECT"); and

WHEREAS, CITY engaged in a competitive Request for Proposals process for the desired work; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional services and is knowledgeable of Federal, State and City standard policies and regulatory requirements; and

WHEREAS, CITY desires to hire CONSULTANT for to provide professional services for the ("PROJECT").

AGREEMENT

NOW THEREFORE, the Parties incorporate the foregoing recitals and agree as follows:

ARTICLE I. STATEMENT OF WORK

A. Scope of Services

CONSULTANT shall provide the professional services as set forth in Exhibit 'A', Scope of Services, attached hereto and incorporated herein by reference as if fully set forth. CONSULTANT's Project Manager shall meet with CITY's Project Manager, as needed, to discuss progress on the project(s).

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see *LAPM Chapter 6: Environmental Procedures*, and the Standard Environmental Reference).

B. CITY Obligations

The CITY shall provide CONSULTANT with the following:

a. Project Manager to work and coordinate with CONSULTANT.
b. Timely review of all submittals.
c. Payment of fees for permits.

d. The data in its possession that is required for CONSULTANT'S performance.

ARTICLE II. COST PROPOSAL.

The work to be performed under this AGREEMENT is described in Article I Statement of Work and the approved CONSULTANT's Cost Proposal dated March 9, 2022. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference as if fully set forth. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE III. CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT's Project Manager shall meet with CITY's Project Manager, at a minimum of every two weeks to discuss progress on the AGREEMENT and progress on each project.

ARTICLE IV. PERFORMANCE PERIOD

A. The parties shall agree on a Notice to Proceed date. The time for performance of this Agreement shall commence on the Notice to Proceed date and shall end on June 30, 2023, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

C. Time is of the essence in the completion of the services covered by this AGREEMENT. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this AGREEMENT, at the option of the CITY.

ARTICLE V. INDEPENDENT CONTRACTOR

A. For the purposes of this Agreement, "CONSULTANT" shall be deemed to include not only CONSULTANT, but also any agent, employee, subcontractor or subconsultant of CONSULTANT. CONSULTANT acknowledges and agrees that at all times, CONSULTANT or any agent or employee of CONSULTANT shall be deemed at all times to be an independent CONSULTANT and is wholly responsible for the manner in which it performs the services and work requested by CITY under this Agreement.

B. CONSULTANT, its agents, and employees will not represent or hold themselves out to be employees of the CITY at any time. CONSULTANT or any agent or employee of CONSULTANT shall not have employee status with CITY, not be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health, or other benefits that CITY may offer its employees.

C. CONSULTANT or any agent or employee of CONSULTANT is liable for the acts and omissions of itself, its employees, and its agents. CONSULTANT shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA,

income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performing services and work, or any agent or employee of CONSULTANT providing same.

D. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's work only, and not as to the means by which such a result is obtained. CITY does not retain the right to control the means or the method by which CONSULTANT performs work under this Agreement.

ARTICLE VI. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article I Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article I Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VIII Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Project Manager of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each Project and each Project Part(s) as identified in Exhibit B, Cost Proposal. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the CITY. Invoices shall be mailed to CITY's Project Manager at the address in Article XXXV, Notification.

E. The total amount payable by CITY shall not exceed Two Hundred Sixty-Four Thousand Seven Hundred Fifty Dollars ($ 264,750.00).

ARTICLE VII. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in

writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of Twenty Six Thousand, Four Hundred Seventy Five dollars ($ 26,475.00).

ARTICLE VIII. TERMINATION

A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date.

B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

ARTICLE IX. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE X. RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent

CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE XI. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S City Manager or designee.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S City Manager or designee of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Project Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by A&I.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE XII. SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any subconsultants, and no subcontract shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants/subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly

employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants/subcontractors is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Project Manager, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subcontract entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

E. Any substitution of Subconsultants must be approved in writing by the CITY Project Manager in advance of assigning work to a substitute Subconsultant.

ARTICLE XIII. ASSIGNMENT

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligations under this Agreement except with the prior written consent of the other party.

ARTICLE XIV. STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Project Manager by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day

period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Project Manager.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XV. CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XVI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XVII. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in

Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVIII. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XIX. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 20% for the combined projects. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in *Exhibit 10-O1: Consultant Proposal DBE Commitment* , or in *Exhibit 10-O2: Consultant Contract DBE Commitment* attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The CITY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTLANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible

E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the CITY's Project Manager.

G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work

subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, *Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants*, certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Project Manager.

L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Project Manager within thirty (30) calendar days.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XXI. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $2,000,000 General Liability (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.
- $1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage
Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance

with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation
Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

ARTICLE XXII. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and

any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

ARTICLE XXIII. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXIV. CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Project Manager.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Project Manager.

ARTICLE XXV. CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXVI. DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Project Manager and the Deputy City Engineer (or City Engineer), who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXVII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXVIII. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXIX. OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession.

Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXX. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXXI. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXXII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXIII. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXIV. RETENTION OF FUNDS

No retainage will be withheld by CITY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXV. NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CITY OF MADERA

Steve Bettencourt, Senior Civil Engineer
Engineering Department
428 E. Yosemite Avenue
Madera, CA 93637

CONSULTANT

Brad Kerner, Project Manager
Blair, Church & Flynn Consulting Engineers, Inc.
451 Clovis Avenue, Suite 200
Clovis, CA 93612

ARTICLE XXXVI CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named CITY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXVII SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF MADERA

By: _____
Santos Garcia, Mayor

CONSULTANT

By: _____
Jeff Brians

Title: Vice President

94-1424814
Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

EXHIBIT A, SCOPE OF WORK

CITY OF MADERA
ENGINEERING SERVICES FOR
FEDERALLY FUNDED SIDEWALKS AND SHOULDER PAVING PROJECTS

PROJECT APPROACH AND SCOPE OF SERVICES

Project Background

The overall project consists of shoulder paving, curb and gutter, sidewalks, and access ramps at several locations in the City of Madera. There are a total of five individual projects that are briefly described as follows, and are included in the City's Capital Improvement Program:

Project	Description
R-37, Raymond Road Shoulder Widening	Construct approximately 2,200 linear feet of 8-foot-wide shoulder pavement on the southeasterly side of Raymond Road from E. Cleveland Avenue intersection to the City limits.
R-58, Schnoor Avenue Sidewalks (Sunset Avenue to Fresno River)	Construct approximately 2,900 linear feet of sidewalk adjacent to existing curb and gutter.
R-60, Storey Road Shoulder Paving	Construct approximately 1,600 linear feet of shoulder pavement and curb and gutter along the south side of Storey Road that fronts the Millview Sports Complex.
R-67, Pecan Avenue Shoulder Paving	Construct approximately 6,200 linear feet of shoulder pavement along W. Pecan Avenue at five locations between S. Pine Street and Golden State Blvd.
R-93, Washington School Sidewalks	Construct approximately 1,900 linear feet of sidewalk and access ramps on Dellavalle Avenue and on Austin Street between E. Lincoln Avenue and E. Rush Street.

The City anticipates bidding and constructing the overall project in five or fewer construction contracts, with separate bid documents for each contract.

Project Work Plan

The Project shall be accomplished through the implementation of a five-part work plan incorporating the following phases:

- Schematic Design Phase (30%)
- Design Development Phase (60%)
- Construction Document Phase (90% and Final)
- Bidding Phase
- Construction Phase and General Construction Contract Administration

The City's Request for Proposals (RFP) states that a separate set of plans and specifications shall be prepared for each of the five projects. The RFP and the City's schedule splits the projects into categories: Category 1 consisting of Projects R-37 and R-67, and Category 2 consisting of Projects R-58, R-60, and R-93. Accordingly, a separate complete set of plans and specifications will be prepared for each project, and the projects will be prepared and submitted in accordance with the City's category recommendations. Additionally, it is assumed that the projects will be bid and constructed by category. The manhour estimates included in this proposal and the fees provided in

a separate envelope were determined assuming the projects would be bid and constructed according to the City's categories.

Project Management

Project management will be provided throughout the life of the design portion of the contract as listed under the Task Outline. The project budget will be regularly monitored using our in-house accounting software that is constantly updated with project-related expenses. Internal staff meetings will be held regularly to update staff and budget and schedule, and to ensure that the project is moving forward in a timely manner. Project management will also include scheduling and preparing agendas and minutes for project meetings, and tracing action items during design.

Schematic Design Phase

Topographic surveys will be performed as required to provide adequate topographic information to allow for design of the required improvements. Existing rights-of-way will also be determined, and will be included in the project base mapping.

Topographic surveys for Projects R-58 and R-93 will be performed using ground survey methods. Topographic surveys for Projects R-37, R-60, and R-67 will be performed through the use of a drone. Flight control points for the drone surveys will be set and surveyed using ground survey methods.

Utility companies, agencies, and districts that are expected to have utilities in the project area will be contacted to obtain information relative to existing utilities in the project areas, and the information received will be added to the project base mapping.

The Schematic Design Phase will culminate in the submittal of 30% plans. The 30% plans will include the existing topography, existing rights-of-way, existing utilities, proposed improvements, and proposed right-of-way acquisitions. Proposed elevation information will generally not be included, except as necessary to depict drainage direction for proposed curb and gutter.

Additionally, a separate cost estimate will be prepared for each of the five separate projects.

Design Development Phase

The Design Development Phase will include the preparation and submittal of preliminary (approximately 60% design completion) plans, specifications, and estimates (PS&E). Five separate sets of 60% PS&E (one set for each separate project) will be prepared. The projects will be combined per the categories discussed earlier. Two separate submittals will be prepared and submitted, one for each category.

Comments from the 30% plans will be incorporated into the 60% PS&E. If required, we will attend a virtual meeting with the City to receive and discuss the comments. Required details will be prepared and added to the plans, and technical specifications will be prepared.

The cost estimates will be updated as required to address City comments. Estimates will be based on past projects, and discussions with suppliers and contractors. No manhour or equipment-based estimates will be prepared.

Construction Document Phase

The Construction Document Phase shall include the preparation and submittal of five sets of PS&E split into the two categories discussed earlier at the draft final (approximately 90% design completion) and final (100% complete) stages of completion. At each submittal stage, review comments resulting from the prior submittal shall be thoroughly addressed, and a virtual meeting will be attended if necessary to receive and discuss the comments.

Final PS&E will be prepared addressing and incorporating final comments, and digital and hard copies will be provided for the City's use in bidding.

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Support

Supporting documents and exhibits shall be prepared from the design plans and provided to the City for their use in preparing the environmental clearance documents. It is understood that funding will include federal sources, and that the project should comply with both CEQA and NEPA.

Right-of-Way Acquisition

Several of the projects will require right-of-way acquisitions. Required rights-of-way will be determined based on the proposed improvements and the existing road classifications, and will be shown on the 30% plans. Review comments will then be addressed, and right-of-way acquisition documents will be prepared for each acquisition during preparation of the 60% plans. The documents will consist of a legal description and a related diagram. The deed and its verbiage will be provided by the City. Existing rights-of-way and property lines will be determined from record information and supplemented by field boundary surveys as required. The proposed right-of-way will not be monumented or marked in the field.

Blair, Church & Flynn Consulting Engineers will provide the engineering services enumerated in the following task outline.

PART 1 SCHEMATIC DESIGN PHASE

A. PROJECT MANAGEMENT AND ADMINISTRATION
   1. Prepare Project Management Plan, Including:
      a. Project Team Contact Information for City and BC&F
      b. Emergency Contact Information
      c. Project Communications and Filing Policies
   2. Coordination of Design Staff and Resources
   3. Prepare Monthly Schedule Updates During Design Portion of the Contract
      a. Schedule Will Include Both Categories 1 and 2
   4. Attend Semimonthly Informal Telephone or Video Meetings to Discuss Summary of Work Performed, Upcoming Planned Work, and Key Decisions to be Made
      a. Attended by Project Manager
      b. Prepare Email Summary of Meeting to Document Key Decisions Made, if Any

B. SCHEMATIC DESIGN
   1. Schedule and Conduct Project Kick-off Meeting
      a. Assume 2 Hours Virtual Meeting Attended by Project Manager and Project Engineer
      b. All Five Projects Will be Discussed During This Meeting
   2. Conduct Site Investigations
   3. Conduct Office and Field Utility Investigations
   4. Conduct Topographic Surveys
   5. Research and Plot Existing Right-of-Way Information
   6. Prepare Base Mapping, Incorporating:
      a. Topographic Survey
      b. Existing Utility Information
      c. Existing Rights-of-Way
   7. Prepare 30% Level Plans
      a. Design Proposed Improvements
      b. Determine Right-of-Way Needs
      c. Determine Utility Conflicts
      d. Prepare Schematic Cover and Index Sheets
      e. Prepare Schematic Plan Drawings
      f. One Set for Each of the Five Projects
   8. Prepare Estimates of Quantities and Cost

   a. One for Each of the Five Projects
9. Submit Schematic Design Phase (30%) Plans and Estimates
   a. PDF Set of Each Project
   b. Categories 1 and 2 Will be Submitted Separately in Two Separate Submittals

PART 2 DESIGN DEVELOPMENT PHASE

A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES
1. Receive Comments from Reviewers
   a. Attend Virtual Meeting as Requested to Discuss Comments
2. Prepare Preliminary Cover and Index Sheets for Each Project
3. Prepare Preliminary Plan and Profile (if Necessary) Drawings for Each Project
4. Prepare Preliminary Construction Detail Drawings for Each Project
5. Prepare Preliminary Technical Specifications for Each Project
6. Prepare Itemized Estimate of Quantities and Cost for Each Project
7. Address Schematic Design Review Comments for Each Project
8. Submit Preliminary (60%) Plans, Specifications and Estimate
   a. PDF Set of Each Project
   b. Check Sets from Previous Submittal
   c. Categories 1 and 2 Will be Submitted Separately in Two Separate Submittals

B. UTILITY AND AGENCY COORDINATION
1. Submit Preliminary Plans to Affected Utilities, Agencies & Districts
2. Identify Conflicting Utilities and Assist City with Coordination with Utility Owners for Relocation Efforts

C. RIGHT-OF-WAY ACQUISITION
1. Assume the Following Number of Acquisitions
   a. R-37: 8
   b. R-58: 0
   c. R-60: 0
   d. R-67: 12 (Shall Not Be Started Prior to Separate Notice to Proceed)
   e. R-93: 0
   f. Total: 20
2. Receive Preliminary Title Reports from City for Each Acquisition
3. Prepare Acquisition Documents, Including:
   a. A Written Legal Description
   b. A Diagram Showing the Acquisition
   c. Deed Documents Will be Provided by the City
4. Submit to City for Review
5. Address Comments
6. Submit to City for Final Review
7. Address Final Comments
8. Revise and Submit with Signatures

D. CEQA AND NEPA SUPPORT
1. Prepare Documents and Exhibits as Requested by the City for Their Use in Obtaining Environmental Clearance

PART 3 CONSTRUCTION DOCUMENT PHASE

A. DRAFT FINAL DESIGN
1. Receive Comments from Reviewers
   a. Attend Virtual Meeting as Requested to Discuss Comments
2. Prepare Draft Final Cover and Index Sheets for Each Project

3. Prepare Draft Final Plan and Profile (if Necessary) Drawings for Each Project
4. Prepare Draft Final Construction Detail Drawings for Each Project
5. Prepare Draft Final Technical Specifications for Each Project
6. Prepare Itemized Estimate of Quantities and Cost for Each Project
7. Address Preliminary Review Comments for Each Project
8. Submit Draft Final (90%) Plans, Specifications and Estimate
   a. PDF Set of Each Project
   b. Check Sets from Previous Submittal
   c. Categories 1 and 2 Will be Submitted Separately in Two Separate Submittals

B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES
1. Receive Comments from Reviewers
   a. Attend Virtual Meeting as Requested to Discuss Comments
2. Prepare Final Plans for Each Project
3. Prepare Final Specifications for Each Project
4. Prepare Final Itemized Estimate of Quantities and Cost for Each Project
5. Address Draft Final Review Comments for Each Project
6. Submit Final (100%) Plans, Specifications and Estimate
   a. PDF Set of Each Project
   b. Check Sets from Previous Submittal
   c. Categories 1 and 2 Will be Submitted Separately in Two Separate Submittals
7. Address Final Review Comments
   a. Attend Virtual Meeting as Requested to Discuss Comments
8. Submit Signed and Sealed Original Plans, Specifications and Estimate
   a. Digital Copies, Including PDF Files and AutoCAD drawings of the plans, and PDF Files and Microsoft Word documents of the Specifications for Each Project
   b. One Mylar Original Set of Signed, Original Plans for City Use for Each Project
   c. One Bond Copy of the Original Set of Signed, Original Plans for City Use for Each Project
   d. Two Hard Copies and One PDF Copy of the Estimate for Each Project
   e. Categories 1 and 2 Will be Submitted Separately in Two Separate Submittals

PART 4 BIDDING PHASE

A. BID SERVICES

1. No Services are Included, and Can Be Included as Extra Work

PART 5 ENGINEERING SERVICES DURING CONSTRUCTION

A. CONSTRUCTION SERVICES

1. No Services are Included, and Can Be Included as Extra Work

ASSUMPTIONS

A. The City will prepare any necessary CEQA and NEPA analyses and pay any fees associated with filing CEQA and NEPA documents such as a Notice of Exemption. No other environmental analyses, technical studies, technical specifications, or documentation are included.

B. The City will issue any permits that may be required for field work in City rights-of-way during design as "no fee" permits, or will pay related permit fees.

C. Preparation of construction documents will result in five sets of construction contract documents, and will be split into two categories.

D. R-value testing of soils for shoulder design is not included.

E. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) is not included. The project specifications will require that the SWPPP be prepared by the Contractor if required.

F. No temporary traffic control plans will be prepared. The project specifications will include a matrix that specifies the traffic control requirements that must be incorporated in the traffic control plans that will be prepared by the Contractor.

G. Construction staking is not included.

H. The City will obtain right-of-entry documents from adjacent property owners as required to allow the design engineer access to their properties for site reviews.

I. Right-of-way acquisitions will not be monumented in the field or on a Record of Survey.

EXHIBIT B, COST PROPOSAL

March 8, 2022

PRELIMINARY ENGINEERING FEE ESTIMATE FOR
CITY OF MADERA
FEDERALLY FUNDED SIDEWALKS AND SHOULDER PAVING PROJECTS
PROJECT R-37 - RAYMOND ROAD SHOULDERS
FILE NO. 221-0388

DESCRIPTION	PRIN-CIPAL HRS @ $170	PE 3 HRS @ $160	PE 2 HRS @ $150	ASST ENG 2 HRS @ $110	DESIGN TECH HRS @ $110	CAD 3 HRS @ $98	CAD 1 HRS @ $75	ADMIN ASTNT HRS @ $65	SUBS MAT'LS @ 1.0	MILES @ $0.560	TOTALS	SUB-TOTALS
PART 1 SCHEMATIC DESIGN PHASE												**$20,600**
A. PROJECT MANAGEMENT AND ADMINISTRATION												$1,600
1. Prepare Project Management Plan	-	0.5	-	-	-	-	-	-	-	-	$80	
2. Coordination of Design Staff and Resources	-	6	-	-	-	-	-	-	-	-	$960	
3. Prepare Monthly Schedule Updates	-	1.5	-	-	-	-	-	-	-	-	$240	
4. Prepare Monthly Email Summary	-	2	-	-	-	-	-	-	-	-	$320	
B. SCHEMATIC DESIGN												$19,000
1. Schedule and Conduct Project Kick-off Meeting	-	0.5	0.5	-	-	-	-	-	-	-	$155	
2. Conduct Site Investigations	-	-	-	2	-	-	-	-	-	28	$236	
3. Conduct Office and Field Utility Investigations	-	-	1	-	-	4	-	-	-	-	$542	
4-5. Conduct Topographic Surveys and Research/Plot Existing R/W	-	2	2	-	4	-	6	-	$ 10,443	-	$11,953	
6. Prepare Base Mapping	-	-	-	-	-	4	-	-	-	-	$392	
7. Prepare 30% Level Plans	-	1	6	8	-	20	-	-	-	-	$3,900	
8. Prepare Estimates of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
9. Submit Schematic Design Phase Plans and Estimates	1	1	1	-	-	2	-	2	-	-	$806	
PART 2 DESIGN DEVELOPMENT PHASE												**$25,382**
A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES												$7,622
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
~~2. Meet with Property Owners~~	-	-	-	-	-	-	-	-	-	-	-	
3. Prepare Preliminary Cover and Index Sheets	-	-	1	2	-	6	-	-	-	-	$958	
4. Prepare Preliminary Plan and Profile Drawings	-	-	3	1	-	8	-	-	-	-	$1,344	
5. Prepare Preliminary Construction Detail Drawings	-	-	2	2	-	6	-	-	-	-	$1,108	
6. Prepare Preliminary Technical Specifications	-	-	4	4	-	-	-	-	-	-	$1,040	
7. Prepare Itemized Estimate of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
8. Address Schematic Design Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
9. Submit Preliminary (60%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. UTILITY AND AGENCY COORDINATION												$1,216
1. Submit Preliminary Plans to Affected Utilities, Agencies & Districts	-	-	1	-	-	2	-	2	-	-	$476	
2. Identify Conflicting Utilities and Assist City with Coordination with Utility Owners for Relocation Effo	-	-	2	4	-	-	-	-	-	-	$740	
C. RIGHT-OF-WAY ACQUISITION												$15,020
1-5. Prepare Documents and Obtain Approval	-	2	2	-	-	-	-	-	$ 14,400	-	$15,020	
D. CEQA AND NEPA SUPPORT												$1,524
1. Prepare Documents and Exhibits as Requested by the City	-	-	2	4	-	8	-	-	-	-	$1,524	
PART 3 CONSTRUCTION DOCUMENT PHASE												**$9,099**
A. DRAFT FINAL DESIGN												$5,031
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Prepare Draft Final Cover and Index Sheets	-	-	0.5	1	-	3	-	-	-	-	$479	
3. Prepare Draft Final Plan and Profile Drawings	-	-	1	1	-	4	-	-	-	-	$652	
4. Prepare Draft Final Construction Detail Drawings	-	-	1	1	-	2	-	-	-	-	$456	
5. Prepare Draft Final Technical Specifications	-	-	4	2	-	-	-	-	-	-	$820	
6. Prepare Itemized Estimate of Quantities and Cost	-	-	1	2	-	1	-	-	-	-	$468	
7. Address Preliminary Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
8. Submit Draft Final (90%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES												$4,068
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Prepare Final Plans	-	0.5	1	-	-	4	-	-	-	-	$622	
3. Prepare Final Specifications	-	-	2	2	-	-	-	-	-	-	$520	
4. Prepare Final Itemized Estimate of Quantities and Cost	-	-	1	1	-	0.5	-	-	-	-	$309	
5. Address Draft Final Review Comments	-	-	2	2	-	-	-	-	-	-	$520	
6. Submit Final (100%) Plans, Specifications and Estimate	0.5	0.5	1	-	-	2	-	2	-	-	$641	
7. Address Final Review Comments	-	-	1	1	-	-	-	-	-	-	$260	
8. Submit Signed and Sealed Original Plans, Specifications and Estimate	-	1	2	-	-	2	-	2	$ 100	-	$886	
~~PART 4 BIDDING PHASE~~												-
~~A. BID SERVICES~~												-
~~1. Attend Pre-Bid Conference~~	-	-	-	-	-	-	-	-	-	-	-	
~~2. Respond to Contractor Questions as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~3. Assist City with Interpretation of Construction Documents as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~4. Assist the City with Addenda Preparation as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~5. Attend Bid Opening and Evaluate Bid Proposals as Directed by City~~	-	-	-	-	-	-	-	-	-	-	-	
~~PART 5 ENGINEERING SERVICES DURING CONSTRUCTION~~												-
~~A. CONSTRUCTION SERVICES~~												-
~~1. Attend Pre-Construction Conference~~	-	-	-	-	-	-	-	-	-	-	-	
~~2. Attend Bi-Weekly Construction Meetings~~	-	-	-	-	-	-	-	-	-	-	-	
~~3. Respond to RFIs~~	-	-	-	-	-	-	-	-	-	-	-	
~~4. Provide Periodic Worksite Observation~~	-	-	-	-	-	-	-	-	-	-	-	
~~5. Review and Make Recommendations on Change Order Requests~~	-	-	-	-	-	-	-	-	-	-	-	
~~6. Review Shop Drawings and Material Submittals~~	-	-	-	-	-	-	-	-	-	-	-	
~~7. Assist with Punch List Preparation~~	-	-	-	-	-	-	-	-	-	-	-	
~~8. Prepare Record Drawings~~	-	-	-	-	-	-	-	-	-	-	-	
TOTALS	3.5	24.5	62	56	4	86.5	6	12	$ 24,943	28	$55,081	$55,081
										USE	$55,080	$55,080

March 8, 2022

PRELIMINARY ENGINEERING FEE ESTIMATE FOR
CITY OF MADERA
FEDERALLY FUNDED SIDEWALKS AND SHOULDER PAVING PROJECTS
PROJECT R-58 - SCHNOOR STREET SIDEWALKS
FILE NO. 221-0388

DESCRIPTION	PRIN-CIPAL HRS @ $170	PE 3 HRS @ $160	PE 2 HRS @ $150	ASST ENG 2 HRS @ $110	DESIGN TECH HRS @ $110	CAD 3 HRS @ $98	CAD 1 HRS @ $75	ADMIN ASTNT HRS @ $65	SUBS MAT'LS @ 1.0	MILES @ $0.560	TOTALS	SUB-TOTALS
PART 1 SCHEMATIC DESIGN PHASE												$27,679
A. PROJECT MANAGEMENT AND ADMINISTRATION												$1,600
1. Prepare Project Management Plan	-	0.5	-	-	-	-	-	-	-	-	$80	
2. Coordination of Design Staff and Resources	-	6	-	-	-	-	-	-	-	-	$960	
3. Prepare Monthly Schedule Updates	-	1.5	-	-	-	-	-	-	-	-	$240	
4. Prepare Monthly Email Summary	-	2	-	-	-	-	-	-	-	-	$320	
B. SCHEMATIC DESIGN												$26,079
1. Schedule and Conduct Project Kick-off Meeting	-	0.5	0.5	-	-	-	-	-	-	-	$155	
2. Conduct Site Investigations	-	-	-	2	-	-	-	-	-	28	$236	
3. Conduct Office and Field Utility Investigations	-	-	1	-	-	4	-	-	-	-	$542	
4-5. Conduct Topographic Surveys and Research/Plot Existing R/W	-	2	2	-	-	-	-	-	$ 18,413	-	$19,033	
6. Prepare Base Mapping	-	-	-	-	-	4	-	-	-	-	$392	
7. Prepare 30% Level Plans	-	1	6	8	-	20	-	-	-	-	$3,900	
8. Prepare Estimates of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
9. Submit Schematic Design Phase Plans and Estimates	1	1	1	-	-	2	-	2	-	-	$806	
PART 2 DESIGN DEVELOPMENT PHASE												$10,362
A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES												$7,622
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
~~2. Meet with Property Owners~~	-	-	-	-	-	-	-	-	-	-	-	
3. Prepare Preliminary Cover and Index Sheets	-	-	1	2	-	6	-	-	-	-	$958	
4. Prepare Preliminary Plan and Profile Drawings	-	-	3	1	-	8	-	-	-	-	$1,344	
5. Prepare Preliminary Construction Detail Drawings	-	-	2	2	-	6	-	-	-	-	$1,108	
6. Prepare Preliminary Technical Specifications	-	-	4	4	-	-	-	-	-	-	$1,040	
7. Prepare Itemized Estimate of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
8. Address Schematic Design Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
9. Submit Preliminary (60%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. UTILITY AND AGENCY COORDINATION												$1,216
1. Submit Preliminary Plans to Affected Utilities, Agencies & Districts	-	-	1	-	-	2	-	2	-	-	$476	
2. Identify Conflicting Utilities and Assist City with Coordination with Utility Owners for Relocation Effo	-	-	2	4	-	-	-	-	-	-	$740	
C. RIGHT-OF-WAY ACQUISITION												-
~~1-5. Prepare Documents and Obtain Approval~~	-	-	-	-	-	-	-	-	-	-	-	
D. CEQA AND NEPA SUPPORT												$1,524
1. Prepare Documents and Exhibits as Requested by the City	-	-	2	4	-	8	-	-	-	-	$1,524	
PART 3 CONSTRUCTION DOCUMENT PHASE												$8,839
A. DRAFT FINAL DESIGN												$5,031
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Prepare Draft Final Cover and Index Sheets	-	-	0.5	1	-	3	-	-	-	-	$479	
3. Prepare Draft Final Plan and Profile Drawings	-	-	1	1	-	4	-	-	-	-	$652	
4. Prepare Draft Final Construction Detail Drawings	-	-	1	1	-	2	-	-	-	-	$456	
5. Prepare Draft Final Technical Specifications	-	-	4	2	-	-	-	-	-	-	$820	
6. Prepare Itemized Estimate of Quantities and Cost	-	-	1	2	-	1	-	-	-	-	$468	
7. Address Preliminary Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
8. Submit Draft Final (90%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES												$3,808
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Prepare Final Plans	-	0.5	1	-	-	4	-	-	-	-	$622	
3. Prepare Final Specifications	-	-	2	2	-	-	-	-	-	-	$520	
4. Prepare Final Itemized Estimate of Quantities and Cost	-	-	1	1	-	0.5	-	-	-	-	$309	
5. Address Draft Final Review Comments	-	-	1	1	-	-	-	-	-	-	$260	
6. Submit Final (100%) Plans, Specifications and Estimate	0.5	0.5	1	-	-	2	-	2	-	-	$641	
7. Address Final Review Comments	-	-	1	1	-	-	-	-	-	-	$260	
8. Submit Signed and Sealed Original Plans, Specifications and Estimate	-	1	2	-	-	2	-	2	$ 100	-	$886	
~~PART 4 BIDDING PHASE~~												-
~~A. BID SERVICES~~												-
~~1. Attend Pre-Bid Conference~~	-	-	-	-	-	-	-	-	-	-	-	
~~2. Respond to Contractor Questions as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~3. Assist City with Interpretation of Construction Documents as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~4. Assist the City with Addenda Preparation as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~5. Attend Bid Opening and Evaluate Bid Proposals as Directed by City~~	-	-	-	-	-	-	-	-	-	-	-	
~~PART 5 ENGINEERING SERVICES DURING CONSTRUCTION~~												-
~~A. CONSTRUCTION SERVICES~~												-
~~1. Attend Pre-Construction Conference~~	-	-	-	-	-	-	-	-	-	-	-	
~~2. Attend Bi-Weekly Construction Meetings~~	-	-	-	-	-	-	-	-	-	-	-	
~~3. Respond to RFIs~~	-	-	-	-	-	-	-	-	-	-	-	
~~4. Provide Periodic Worksite Observation~~	-	-	-	-	-	-	-	-	-	-	-	
~~5. Review and Make Recommendations on Change Order Requests~~	-	-	-	-	-	-	-	-	-	-	-	
~~6. Review Shop Drawings and Material Submittals~~	-	-	-	-	-	-	-	-	-	-	-	
~~7. Assist with Punch List Preparation~~	-	-	-	-	-	-	-	-	-	-	-	
~~8. Prepare Record Drawings~~	-	-	-	-	-	-	-	-	-	-	-	
TOTALS	**3.5**	**22.5**	**59**	**55**	**-**	**86.5**	**-**	**12**	**$ 18,513**	**28**	**$46,880**	**$46,880**
										USE	$46,880	$46,880

March 8, 2022

PRELIMINARY ENGINEERING FEE ESTIMATE FOR
CITY OF MADERA
FEDERALLY FUNDED SIDEWALKS AND SHOULDER PAVING PROJECTS
PROJECT R-60 - STOREY ROAD SHOULDERS
FILE NO. 221-0388

DESCRIPTION	PRIN-CIPAL HRS @ $170	PE 3 HRS @ $160	PE 2 HRS @ $150	ASST ENG 2 HRS @ $110	DESIGN TECH HRS @ $110	CAD 3 HRS @ $98	CAD 1 HRS @ $75	ADMIN ASTNT HRS @ $65	SUBS MAT'LS @ 1.0	MILES @ $0.560	TOTALS	SUB-TOTALS
PART 1 SCHEMATIC DESIGN PHASE												$19,141
A. PROJECT MANAGEMENT AND ADMINISTRATION												$1,600
1. Prepare Project Management Plan	-	0.5	-	-	-	-	-	-	-	-	$80	
2. Coordination of Design Staff and Resources	-	6	-	-	-	-	-	-	-	-	$960	
3. Prepare Monthly Schedule Updates	-	1.5	-	-	-	-	-	-	-	-	$240	
4. Prepare Monthly Email Summary	-	2	-	-	-	-	-	-	-	-	$320	
B. SCHEMATIC DESIGN												$17,541
1. Schedule and Conduct Project Kick-off Meeting	-	0.5	0.5	-	-	-	-	-	-	-	$155	
2. Conduct Site Investigations	-	-	-	2	-	-	-	-	-	28	$236	
3. Conduct Office and Field Utility Investigations	-	-	1	-	-	4	-	-	-	-	$542	
4-5. Conduct Topographic Surveys and Research/Plot Existing R/W	-	2	2	-	3	-	4.5	-	$ 9,206	-	$10,494	
6. Prepare Base Mapping	-	-	-	-	-	4	-	-	-	-	$392	
7. Prepare 30% Level Plans	-	1	6	8	-	20	-	-	-	-	$3,900	
8. Prepare Estimates of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
9. Submit Schematic Design Phase Plans and Estimates	1	1	1	-	-	2	-	2	-	-	$806	
PART 2 DESIGN DEVELOPMENT PHASE												$10,362
A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES												$7,622
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
~~2. Meet with Property Owners~~	-	-	-	-	-	-	-	-	-	-	-	
3. Prepare Preliminary Cover and Index Sheets	-	-	1	2	-	6	-	-	-	-	$956	
4. Prepare Preliminary Plan and Profile Drawings	-	-	3	1	-	8	-	-	-	-	$1,344	
5. Prepare Preliminary Construction Detail Drawings	-	-	2	2	-	6	-	-	-	-	$1,108	
6. Prepare Preliminary Technical Specifications	-	-	4	4	-	-	-	-	-	-	$1,040	
7. Prepare Itemized Estimate of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
8. Address Schematic Design Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
9. Submit Preliminary (60%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. UTILITY AND AGENCY COORDINATION												$1,216
1. Submit Preliminary Plans to Affected Utilities, Agencies & Districts	-	-	1	-	-	2	-	2	-	-	$476	
2. Identify Conflicting Utilities and Assist City with Coordination with Utility Owners for Relocation Effo	-	-	2	4	-	-	-	-	-	-	$740	
C. RIGHT-OF-WAY ACQUISITION												-
~~1-5. Prepare Documents and Obtain Approval~~	-	-	-	-	-	-	-	-	-	-	-	
D. CEQA AND NEPA SUPPORT												$1,524
1. Prepare Documents and Exhibits as Requested by the City	-	-	2	4	-	8	-	-	-	-	$1,524	
PART 3 CONSTRUCTION DOCUMENT PHASE												$9,099
A. DRAFT FINAL DESIGN												$5,031
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Prepare Draft Final Cover and Index Sheets	-	-	0.5	1	-	3	-	-	-	-	$479	
3. Prepare Draft Final Plan and Profile Drawings	-	-	1	1	-	4	-	-	-	-	$652	
4. Prepare Draft Final Construction Detail Drawings	-	-	1	1	-	2	-	-	-	-	$456	
5. Prepare Draft Final Technical Specifications	-	-	4	2	-	-	-	-	-	-	$820	
6. Prepare Itemized Estimate of Quantities and Cost	-	-	1	2	-	1	-	-	-	-	$468	
7. Address Preliminary Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
8. Submit Draft Final (90%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES												$4,068
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Prepare Final Plans	-	0.5	1	-	-	4	-	-	-	-	$622	
3. Prepare Final Specifications	-	-	2	2	-	-	-	-	-	-	$520	
4. Prepare Final Itemized Estimate of Quantities and Cost	-	-	1	1	-	0.5	-	-	-	-	$309	
5. Address Draft Final Review Comments	-	-	2	2	-	-	-	-	-	-	$520	
6. Submit Final (100%) Plans, Specifications and Estimate	0.5	0.5	1	-	-	2	-	2	-	-	$641	
7. Address Final Review Comments	-	-	1	1	-	-	-	-	-	-	$260	
8. Submit Signed and Sealed Original Plans, Specifications and Estimate	-	1	2	-	-	2	-	2	$ 100	-	$886	
~~PART 4 BIDDING PHASE~~												-
~~A. BID SERVICES~~												-
~~1. Attend Pre-Bid Conference~~	-	-	-	-	-	-	-	-	-	-	-	
~~2. Respond to Contractor Questions as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~3. Assist City with Interpretation of Construction Documents as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~4. Assist the City with Addenda Preparation as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~5. Attend Bid Opening and Evaluate Bid Proposals as Directed by City~~	-	-	-	-	-	-	-	-	-	-	-	
~~PART 5 ENGINEERING SERVICES DURING CONSTRUCTION~~												-
~~A. CONSTRUCTION SERVICES~~												-
~~1. Attend Pre-Construction Conference~~	-	-	-	-	-	-	-	-	-	-	-	
~~2. Attend Bi-Weekly Construction Meetings~~	-	-	-	-	-	-	-	-	-	-	-	
~~3. Respond to RFIs~~	-	-	-	-	-	-	-	-	-	-	-	
~~4. Provide Periodic Worksite Observation~~	-	-	-	-	-	-	-	-	-	-	-	
~~5. Review and Make Recommendations on Change Order Requests~~	-	-	-	-	-	-	-	-	-	-	-	
~~6. Review Shop Drawings and Material Submittals~~	-	-	-	-	-	-	-	-	-	-	-	
~~7. Assist with Punch List Preparation~~	-	-	-	-	-	-	-	-	-	-	-	
~~8. Prepare Record Drawings~~	-	-	-	-	-	-	-	-	-	-	-	
TOTALS	**3.5**	**22.5**	**60**	**56**	**3**	**86.5**	**4.5**	**12**	**$ 9,306**	**28**	**$38,602**	**$38,602**
										USE	**$38,600**	**$38,600**

March 8, 2022

PRELIMINARY ENGINEERING FEE ESTIMATE FOR

CITY OF MADERA

FEDERALLY FUNDED SIDEWALKS AND SHOULDER PAVING PROJECTS

PROJECT R-67 - PECAN AVENUE SHOULDERS

FILE NO. 221-0388

DESCRIPTION	PRIN-CIPAL HRS @ $170	PE 3 HRS @ $160	PE 2 HRS @ $150	ASST ENG 2 HRS @ $110	DESIGN TECH HRS @ $110	CAD 3 HRS @ $98	CAD 1 HRS @ $75	ADMIN ASTNT HRS @ $65	SUBS MAT'LS @ 1.0	MILES @ $0.560	TOTALS	SUB-TOTALS
PART 1 SCHEMATIC DESIGN PHASE												$33,972
A. PROJECT MANAGEMENT AND ADMINISTRATION												$1,600
1. Prepare Project Management Plan	-	0.5	-	-	-	-	-	-	-	-	$80	
2. Coordination of Design Staff and Resources	-	6	-	-	-	-	-	-	-	-	$960	
3. Prepare Monthly Schedule Updates	-	1.5	-	-	-	-	-	-	-	-	$240	
4. Prepare Monthly Email Summary	-	2	-	-	-	-	-	-	-	-	$320	
B. SCHEMATIC DESIGN												$32,372
1. Schedule and Conduct Project Kick-off Meeting	-	0.5	0.5	-	-	-	-	-	-	-	$155	
2. Conduct Site Investigations	-	-	-	2	-	-	-	-	-	28	$236	
3. Conduct Office and Field Utility Investigations	-	-	1	-	-	4	-	-	-	-	$542	
4-5. Conduct Topographic Surveys and Research/Plot Existing R/W	-	2	2	-	10.5	-	18	-	$ 17,990	-	$21,115	
6. Prepare Base Mapping	-	-	-	-	-	4	-	-	-	-	$392	
7. Prepare 30% Level Plans	-	4	8	8	-	55	-	-	-	-	$8,110	
8. Prepare Estimates of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
9. Submit Schematic Design Phase Plans and Estimates	1	1	1	-	-	2	-	2	-	-	$806	
PART 2 DESIGN DEVELOPMENT PHASE												$34,998
A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES												$10,036
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
~~2. Meet with Property Owners~~	-	-	-	-	-	-	-	-	-	-	-	
3. Prepare Preliminary Cover and Index Sheets	-	-	1	2	-	6	-	-	-	-	$958	
4. Prepare Preliminary Plan and Profile Drawings	-	-	4	2	-	30	-	-	-	-	$3,760	
5. Prepare Preliminary Construction Detail Drawings	-	-	2	2	-	6	-	-	-	-	$1,108	
6. Prepare Preliminary Technical Specifications	-	-	4	4	-	-	-	-	-	-	$1,040	
7. Prepare Itemized Estimate of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
8. Address Schematic Design Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
9. Submit Preliminary (60%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. UTILITY AND AGENCY COORDINATION												$1,216
1. Submit Preliminary Plans to Affected Utilities, Agencies & Districts	-	-	1	-	-	2	-	2	-	-	$476	
2. Identify Conflicting Utilities and Assist City with Coordination with Utility Owners for Relocation Effo	-	-	2	4	-	-	-	-	-	-	$740	
C. RIGHT-OF-WAY ACQUISITION												$22,220
1-5. Prepare Documents and Obtain Approval	-	2	2	-	-	-	-	-	$ 21,600	-	$22,220	
D. CEQA AND NEPA SUPPORT												$1,524
1. Prepare Documents and Exhibits as Requested by the City	-	-	2	4	-	8	-	-	-	-	$1,524	
PART 3 CONSTRUCTION DOCUMENT PHASE												$10,847
A. DRAFT FINAL DESIGN												$6,375
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Prepare Draft Final Cover and Index Sheets	-	-	0.5	1	-	3	-	-	-	-	$479	
3. Prepare Draft Final Plan and Profile Drawings	-	-	4	2	-	12	-	-	-	-	$1,996	
4. Prepare Draft Final Construction Detail Drawings	-	-	1	1	-	2	-	-	-	-	$456	
5. Prepare Draft Final Technical Specifications	-	-	4	2	-	-	-	-	-	-	$820	
6. Prepare Itemized Estimate of Quantities and Cost	-	-	1	2	-	1	-	-	-	-	$468	
7. Address Preliminary Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
8. Submit Draft Final (90%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES												$4,472
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Prepare Final Plans	-	0.5	1	1	-	7	-	-	-	-	$1,026	
3. Prepare Final Specifications	-	-	2	2	-	-	-	-	-	-	$520	
4. Prepare Final Itemized Estimate of Quantities and Cost	-	-	1	1	-	0.5	-	-	-	-	$309	
5. Address Draft Final Review Comments	-	-	2	2	-	-	-	-	-	-	$520	
6. Submit Final (100%) Plans, Specifications and Estimate	0.5	0.5	1	-	-	2	-	2	-	-	$641	
7. Address Final Review Comments	-	-	1	1	-	-	-	-	-	-	$260	
8. Submit Signed and Sealed Original Plans, Specifications and Estimate	-	1	2	-	-	2	-	2	$ 100	-	$886	
~~PART 4 BIDDING PHASE~~												-
~~A. BID SERVICES~~												-
~~1. Attend Pre-Bid Conference~~	-	-	-	-	-	-	-	-	-	-	-	
~~2. Respond to Contractor Questions as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~3. Assist City with Interpretation of Construction Documents as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~4. Assist the City with Addenda Preparation as Requested~~	-	-	-	-	-	-	-	-	-	-	-	
~~5. Attend Bid Opening and Evaluate Bid Proposals as Directed by City~~	-	-	-	-	-	-	-	-	-	-	-	
~~PART 5 ENGINEERING SERVICES DURING CONSTRUCTION~~												-
~~A. CONSTRUCTION SERVICES~~												-
~~1. Attend Pre-Construction Conference~~	-	-	-	-	-	-	-	-	-	-	-	
~~2. Attend Bi-Weekly Construction Meetings~~	-	-	-	-	-	-	-	-	-	-	-	
~~3. Respond to RFIs~~	-	-	-	-	-	-	-	-	-	-	-	
~~4. Provide Periodic Worksite Observation~~	-	-	-	-	-	-	-	-	-	-	-	
~~5. Review and Make Recommendations on Change Order Requests~~	-	-	-	-	-	-	-	-	-	-	-	
~~6. Review Shop Drawings and Material Submittals~~	-	-	-	-	-	-	-	-	-	-	-	
~~7. Assist with Punch List Preparation~~	-	-	-	-	-	-	-	-	-	-	-	
~~8. Prepare Record Drawings~~	-	-	-	-	-	-	-	-	-	-	-	
TOTALS	**3.5**	**27.5**	**68**	**59**	**10.5**	**154.5**	**18**	**12**	**$ 39,690**	**28**	**$79,817**	**$79,817**
										USE	$79,820	$79,820

March 8, 2022

PRELIMINARY ENGINEERING FEE ESTIMATE FOR
CITY OF MADERA
FEDERALLY FUNDED SIDEWALKS AND SHOULDER PAVING PROJECTS
PROJECT R-93 - WASHINGTON SCHOOL SIDEWALKS
FILE NO. 221-0388

DESCRIPTION	PRIN-CIPAL HRS @ $170	PE 3 HRS @ $160	PE 2 HRS @ $150	ASST ENG 2 HRS @ $110	DESIGN TECH HRS @ $110	CAD 3 HRS @ $98	CAD 1 HRS @ $75	ADMIN ASTNT HRS @ $65	SUBS MAT'LS @ 1.0	MILES @ $0.560	TOTALS	SUB-TOTALS
PART 1 SCHEMATIC DESIGN PHASE												$24,594
A. PROJECT MANAGEMENT AND ADMINISTRATION												$1,600
1. Prepare Project Management Plan	-	0.5	-	-	-	-	-	-	-	-	$80	
2. Coordination of Design Staff and Resources	-	6	-	-	-	-	-	-	-	-	$960	
3. Prepare Monthly Schedule Updates	-	1.5	-	-	-	-	-	-	-	-	$240	
4. Prepare Monthly Email Summary	-	2	-	-	-	-	-	-	-	-	$320	
B. SCHEMATIC DESIGN												$22,994
1. Schedule and Conduct Project Kick-off Meeting	-	0.5	0.5	-	-	-	-	-	-	-	$155	
2. Conduct Site Investigations	-	-	-	2	-	-	-	-	-	28	$236	
3. Conduct Office and Field Utility Investigations	-	-	1	-	-	4	-	-	-	-	$542	
4-5. Conduct Topographic Surveys and Research/Plot Existing R/W	-	2	2	-	-	-	-	-	$ 15,328	-	$15,948	
6. Prepare Base Mapping	-	-	-	-	-	4	-	-	-	-	$392	
7. Prepare 30% Level Plans	-	1	6	8	-	20	-	-	-	-	$3,900	
8. Prepare Estimates of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
9. Submit Schematic Design Phase Plans and Estimates	1	1	1	-	-	2	-	2	-	-	$806	
PART 2 DESIGN DEVELOPMENT PHASE												$10,362
A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES												$7,622
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Meet with Property Owners	-	-	-	-	-	-	-	-	-	-	-	
3. Prepare Preliminary Cover and Index Sheets	-	-	1	2	-	6	-	-	-	-	$958	
4. Prepare Preliminary Plan and Profile Drawings	-	-	3	1	-	8	-	-	-	-	$1,344	
5. Prepare Preliminary Construction Detail Drawings	-	-	2	2	-	6	-	-	-	-	$1,108	
6. Prepare Preliminary Technical Specifications	-	-	4	4	-	-	-	-	-	-	$1,040	
7. Prepare Itemized Estimate of Quantities and Cost	-	0.5	2	4	-	2	-	-	-	-	$1,016	
8. Address Schematic Design Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
9. Submit Preliminary (60%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. UTILITY AND AGENCY COORDINATION												$1,216
1. Submit Preliminary Plans to Affected Utilities, Agencies & Districts	-	-	1	-	-	2	-	2	-	-	$476	
2. Identify Conflicting Utilities and Assist City with Coordination with Utility Owners for Relocation Effo	-	-	2	4	-	-	-	-	-	-	$740	
C. RIGHT-OF-WAY ACQUISITION												-
1-5. Prepare Documents and Obtain Approval	-	-	-	-	-	-	-	-	-	-	-	
D. CEQA AND NEPA SUPPORT												$1,524
1. Prepare Documents and Exhibits as Requested by the City	-	-	2	4	-	8	-	-	-	-	$1,524	
PART 3 CONSTRUCTION DOCUMENT PHASE												$9,409
A. DRAFT FINAL DESIGN												$5,031
1. Receive Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	$310	
2. Prepare Draft Final Cover and Index Sheets	-	-	0.5	1	-	3	-	-	-	-	$479	
3. Prepare Draft Final Plan and Profile Drawings	-	-	1	1	-	4	-	-	-	-	$652	
4. Prepare Draft Final Construction Detail Drawings	-	-	1	1	-	2	-	-	-	-	$456	
5. Prepare Draft Final Technical Specifications	-	-	4	2	-	-	-	-	-	-	$820	
6. Prepare Itemized Estimate of Quantities and Cost	-	-	1	2	-	1	-	-	-	-	$468	
7. Address Preliminary Review Comments	-	-	4	4	-	-	-	-	-	-	$1,040	
8. Submit Draft Final (90%) Plans, Specifications and Estimate	1	1	1	-	-	2	-	2	-	-	$806	
B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES												$4,378
1. Receive Comments from Reviewers	-	2	2	-	-	-	-	-	-	-	$620	
2. Prepare Final Plans	-	0.5	1	-	-	4	-	-	-	-	$622	
3. Prepare Final Specifications	-	-	2	2	-	-	-	-	-	-	$520	
4. Prepare Final Itemized Estimate of Quantities and Cost	-	-	1	1	-	0.5	-	-	-	-	$309	
5. Address Draft Final Review Comments	-	-	2	2	-	-	-	-	-	-	$520	
6. Submit Final (100%) Plans, Specifications and Estimate	0.5	0.5	1	-	-	2	-	2	-	-	$641	
7. Address Final Review Comments	-	-	1	1	-	-	-	-	-	-	$260	
8. Submit Signed and Sealed Original Plans, Specifications and Estimate	-	1	2	-	-	2	-	2	$ 100	-	$886	
PART 4 BIDDING PHASE												-
A. BID SERVICES												-
1. Attend Pre-Bid Conference	-	-	-	-	-	-	-	-	-	-	-	
2. Respond to Contractor Questions as Requested	-	-	-	-	-	-	-	-	-	-	-	
3. Assist City with Interpretation of Construction Documents as Requested	-	-	-	-	-	-	-	-	-	-	-	
4. Assist the City with Addenda Preparation as Requested	-	-	-	-	-	-	-	-	-	-	-	
5. Attend Bid Opening and Evaluate Bid Proposals as Directed by City	-	-	-	-	-	-	-	-	-	-	-	
PART 5 ENGINEERING SERVICES DURING CONSTRUCTION												-
A. CONSTRUCTION SERVICES												-
1. Attend Pre-Construction Conference	-	-	-	-	-	-	-	-	-	-	-	
2. Attend Bi-Weekly Construction Meetings	-	-	-	-	-	-	-	-	-	-	-	
3. Respond to RFIs	-	-	-	-	-	-	-	-	-	-	-	
4. Provide Periodic Worksite Observation	-	-	-	-	-	-	-	-	-	-	-	
5. Review and Make Recommendations on Change Order Requests	-	-	-	-	-	-	-	-	-	-	-	
6. Review Shop Drawings and Material Submittals	-	-	-	-	-	-	-	-	-	-	-	
7. Assist with Punch List Preparation	-	-	-	-	-	-	-	-	-	-	-	
8. Prepare Record Drawings	-	-	-	-	-	-	-	-	-	-	-	
TOTALS	3.5	23.5	61	56	-	86.5	-	12	$ 15,428	28	$44,365	$44,365
										USE	$44,370	$44,370

Blair, Church & Flynn
CONSULTING ENGINEERS

451 Clovis Ave., Suite 200 · Clovis CA 93612 · Tel (559) 326-1400

January 1, 2021

GENERAL CONSULTING FEE SCHEDULE
PREVAILING WAGE PROJECTS

CLASSIFICATION	RATE
Principal	$170.00/Hour
Program Manager	$165.00/Hour
Professional Engineer 3	$160.00/Hour
Professional Engineer 2	$150.00/Hour
Professional Engineer 1	$140.00/Hour
Assistant Engineer 3	$120.00/Hour
Assistant Engineer 2	$110.00/Hour
Assistant Engineer 1	$105.00/Hour
Professional Land Surveyor 2	$150.00/Hour
Professional Land Surveyor 1	$140.00/Hour
Assistant Surveyor	$105.00/Hour
Land Services Technician	$95.00/Hour
Professional Landscape Architect	$125.00/Hour
Landscape Designer	$100.00/Hour
Design Technician	$110.00/Hour
CAD Technician 3	$98.00/Hour
CAD Technician 2	$88.00/Hour
CAD Technician 1	$75.00/Hour
Environmental Consultant	$120.00/Hour
Construction Manager	$120.00/Hour
Construction Inspector**	$100.00/Hour
Construction Administrator	$85.00/Hour
Staff Analyst	$90.00/Hour
Administrative Assistant	$65.00/Hour
Engineering Aide	$55.00/Hour
Survey Party Mobilization	$80.00/Hour
1-Man Survey Party**	$180.00/Hour
2-Man Survey Party**	$350.00/Hour
LiDAR Scanner	$200.00/Hour
Equipment Rental and Associated Expense	Cost x 1.10
Materials, Printing, Subconsultant Procurement	Cost x 1.10
Mileage	@ Current IRS Rate

** May be subject to change based upon revisions to the State of California Prevailing Wage Determinations

ATTACHMENT 2

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENT APPROPRIATING $75,000 TO THE CITY OF MADERA FISCAL YEAR (FY) 2021/22 CAPITAL PROJECTS BUDGET FOR THE ENGINEERING DESIGN SERVICES FOR SHOULDER PAVING ON RAYMOND ROAD - CITY PROJECT R-37, STOREY ROAD - CITY PROJECT R-60, AND SIDEWALKS ON SCHNOOR AVENUE - CITY PROJECT R-58, AND WASHINGTON SCHOOL AREA - CITY PROJECT R-93.

WHEREAS, Project comprising of engineering design services for shoulder paving on Raymond Road – City Project R-37, Storey Road – City Project R-60, and sidewalks on Schnoor Avenue – City Project R-58, and Washington School Area – City Project R-93, hereinafter called "the Project", is included in the proposed FY 2021/22 including carryover from FY 2020/21 for Capital Projects; and

WHEREAS, Additional funds are necessary for the engineering phase of the Project in the FY 21/22 Capital Projects Budget; and

WHEREAS, Funds are available in the unprogrammed fund balance of the Local Transportation Fund (LTF) account No. 42005330 and Measure T Environmental Enhancement account No. 41570000.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The FY 2021/22 Capital Projects Budget is hereby amended in accordance with Exhibit A, Budget Amendment Breakdown which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately

/ / /

EXHIBIT A

CITY OF MADERA
CIP Budget Amendment

Shoulder Paving and Sidewalks, 2021-22

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	APPROPRIATED AS PART OF CONSTRUCTION APPROVAL (+)	(-)
42005330	7050	R-000037	Raymond Road Shoulder Paving (Design2)	$ 25,000.00	
42005330	7050	R-000058	Schnoor Avenue Sidewalks (LTF Design)	$ 20,000.00	
42005330	7050	R-000060	Storey Road Shoulder Paving (Design 3)	$ 15,000.00	
41570000	7050	R-000093	Washington School Area Sidewalks (Design2 Staff)	$ 15,000.00	
			TOTALS	$ 75,000.00	$ 0.00

ATTACHMENT 3
LOCATION MAPS






R-67, PECAN AVENUE SHOULDER PAVING LOCATIONS
Desmond Ditch
W Pecan Ave
Avenue 13
Avenue 13
145


R-93, WASHINGTON SCHOOL AREA
SIDEWALK & ACCESS RAMP LOCATIONS
R-93, AUSTIN AVE
NEW SIDEWALKS & NEW
ACCESS RAMPS
R-93, DELLAVALLE AVE
NEW SIDEWALKS & NEW
ACCESS RAMPS
E First St
E Front Ave
E South St
Google Earth

REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: D-4

SUBJECT:

Contract Award for Groundwater Monitoring Well Installation services for the Wastewater Treatment Plant

RECOMMENDATION:

Adopt a Resolution approving the contract award for Groundwater Monitoring Well Installation services, WWTP Project No. 20-01, in the amount of $234,000 to Maggiora Brothers Drilling, Inc.

SUMMARY:

City staff wishes to enter a contract for groundwater monitoring well drilling services at the Wastewater Treatment Plant in compliance with State issued Waste Discharge requirements. Maggiora Brothers Drilling Inc. (Maggiora) submitted the lowest bid of $234,000, approximately 28 percent below the Engineer's Cost Estimate of $323,000. Maggiora meets all the requirements necessary to be awarded the construction contract. The project funding is included in the current 2021/22 Capital Projects Budget under WWTP 20-01.

DISCUSSION:

The City's Wastewater Treatment Plant (WWTP) operates under Waste Discharge Requirement No. 95-046 which was last updated in 1995. To incorporate new WWTP upgrades that have occurred in 2006 and 2019, staff is submitting a new Report of Waste Discharge (RoWD) to the Regional Board to renew the waste discharge permit. Completion of the Permit renewal will allow the plant to increase volume waste flow rates from the current 7.0 MGD limit to 10.1 MGD.

In 2018, the City contracted with Stantec Consulting Services, Inc. (Stantec) for Professional Engineering Consulting Services for the Update of the Waste Discharge Permit for the WWTP. Stantec's scope of work included preparation of a Report of Waste Discharge report (RoWD), preparation of engineering documents, and to help the City obtain a new WWTP discharge

permit.

On August 19, 2019, during discussions with the City concerning Permit upgrades, the Regional Board requested additional information including:

- Hydrogeologic groundwater information
- A groundwater anti-degradation analysis
- An updated water balance, and
- A treatment capacity assessment

Stantec developed a proposed work plan which provided the requested information and the workplan was subsequently approved by the Board on December 20, 2019. Implementation of this work plan requires an assortment of work delivery items including the need to install 5 new groundwater monitoring wells since 7 of the 8 existing monitoring wells are dry due to drought conditions. The lack of groundwater information results in insufficient data to provide an appropriate anti-degradation evaluation. As such, new monitoring wells are required before any of the follow-up evaluation can take place. Once the wells are installed and groundwater sampling data analyzed, the City can respond to the Regional Boards request for information.

The Regional Board requested a description of the hydrogeologic conditions (groundwater information), an evaluation on impacts to groundwater (anti- degradation analysis), an updated water balance, and a WWTP treatment capacity assessment to receive a discharge permit for flow rates over 7 MGD.

On September 18, 2019, the City responded to the Regional Board's request with a proposed work plan schedule to meet the requested information (the Regional Board approved the Workplan on December 20, 2019). On December 16, 2020, Amendment No. 1 to the Agreement with Stantec was approved by City Council. The Scope of Work included all additional services identified above and required Stantec to seek bids from licensed Well Drilling firms on behalf of the City for the installation of the new groundwater monitoring wells at the WWTP.

Plans and specifications were distributed by Stantec and were made available to contractors and sub-contractors. On December 16, 2021, two bids were received and are listed in Table 1.

Table 1: *Bid Overview*	
Bidder	*Bid*
Maggiora Brothers Drilling Inc.	$234,000
Nor-Cal Pump & Drilling, Inc.	$353,014
Engineer's Opinion of Cost	*$323,000*

All bids were checked for accuracy via our consultant for the job, Stantec. The validity of contracting licenses and bid security were also checked. It has been determined that Maggiora Brothers Drilling, Inc. has submitted the lowest responsive and responsible bid that meets all the contract requirements.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The cost of Groundwater Monitoring Well Installation Services in the amount of $323,000 is budgeted under CIP Project WWTP 20-01 in the Sewer Enterprise Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This project is consistent with the Vision Madera 2025 Plan. Abundant Natural Resources - provide adequate sewage capacity to accommodate community growth and improve the quality of the water discharged from the facility.

ALTERNATIVES:

Although the population growth in the last decade averaged only 0.8 percent in the City, planned future developments could result in a higher growth rate if some speculative projects move forward. Consequently, the WWTP is projected to potentially treat wastewater flow rates higher than 7-MGD within 20-years. Should Council not approve this amendment, the City's Wastewater Treatment Facilities would be limited the current 7.0 million gallons per day treatment and disposal capacity.

ATTACHMENTS:

1. Resolution
2. Exhibit A – Contractor Services Agreement

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF THE CONTRACT FOR THE CONSTRUCTION OF GROUNDWATER MONITORING WELLS AT THE WASTEWATER TREATMENT PLANT PROJECT NO. 20-01 TO MAGGIORA BROTHERS DRILLING INC., IN THE AMOUNT OF $234,000 AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS the Construction of Groundwater Monitoring Wells at the WWTP– Project WWTP 20-01 (the Project) was advertised for bid proposals through the City's consultant Stantec; and

WHEREAS bids for the Project were duly submitted and reviewed by personnel in the Engineering Division; and

WHEREAS funding for the Project is included in the Capital Improvement Projects Budget under WWTP 20-01 for Fiscal Year 2021/22.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.

2. The City Council (Council) has reviewed and considered all the information presented including the report to Council from the Engineering Department.

3. The City finds that Maggiora Brothers Drilling Inc. was the lowest responsible and responsive bidder for the Project.

4. The contract for the Project in the amount of $234,000 to Maggiora Brothers Drilling Inc., a copy of which is attached hereto as Exhibit 1 and referred to for particulars is approved.

5. This Resolution is effective immediately upon adoption.

* * * * * * * * * * * *

EXHIBIT A

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made this 6th day of April, 2022, between the City of Madera, hereinafter called "**OWNER",** and **Maggiora Brothers Well Drilling Inc.,** a corporation, hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** specified in Sections 2.1 through 2.4 required for the "**Groundwater Monitoring Well Installation Workplan, WDRs Order No. 91-192 by Stantec Consulting Service Inc., Project WWTP 20-01"**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $234,000.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Groundwater Monitoring Well Installation Workplan, WDRs Order No. 91-192 by Stantec Consulting Service Inc., Project WWTP 20-01"
(C) Bid Proposal - Maggiora Brothers Drilling Inc. Bid, dated December 16, 2021 included as Attachment A.
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements – included as Attachment B.
(I) General Conditions
(J) Special Conditions
(K) City of Madera Standard Specifications and Drawings - "Groundwater Monitoring Well Installation Workplan, WDRs Order No. 91-192 by Stantec Consulting Service Inc., Project WWTP 20-01" dated March 23, 2021 included as Attachment C.

Addenda Nos._____, dated _____
Addenda Nos._____, dated _____
Addenda Nos._____, dated _____

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of One Hundred Dollars ($100.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq*.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

(2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the

claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than a prevailing wage rate, shall be paid to each worker by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents;

and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that

the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. **Contractor** must comply with the insurance requirements as described in Attachment B of this Contract.

19. Amendments. Any changes to this Agreement requested by either City or Maggiora Brothers Drilling Inc. may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Maggiora Brothers Drilling Inc. shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by Maggiora Brothers Drilling Inc.;
2. A failure by Maggiora Brothers Drilling Inc. to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by to City.

In no event shall any payment by City or acceptance by Maggiora Brothers Drilling Inc. constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Maggiora Brothers Drilling Inc. the repayment to City of any funds disbursed to Maggiora Brothers Drilling Inc. under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Public Works Department
1030 S. Gateway Drive
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor: Maggiora Brothers Drilling Inc.

All notices and communications from Maggiora Brothers Drilling Inc. shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance with Laws. City shall comply with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of Maggiora Brothers Drilling Inc. hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that Maggiora Brothers Drilling Inc. is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure

or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28 Sole Agreement. This instrument constitutes the sole and only Agreement between City and Maggiora Brothers Drilling Inc. in connection to the Project and correctly sets forth the obligations of the City and Maggiora Brothers Drilling Inc. to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the Maggiora Brothers Drilling Inc. nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

APPROVED AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

MAGGIORA BROTHERS WELL DRILLING INC.

BY: _____
Michael Maggiora, Corporate Secretary

Date: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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_____,2022 before me, _____
(insert name and title of 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)

Attachment A

Bid Proposal

MAGGIORA BROTHERS DRILLING INC.

PHONE: 831 724-1338
FAX: 831 724-3228

DRILLING SPECIFICATION, UNIT COSTS, AND ESTIMATED PRICE
License # C-57-249957

595 Airport Blvd.
Watsonville, CA 95076

Date: **16-Dec-21** Proposal #

Customer:	**Stantec**	Contact	Tom Butler
Mail address:		Phone No.	925-699-8012
City, ST, Zip		Mobile No.	
Owner of property/Add:		Fax No.	
TYPE OF WELL	**Exploratory borehole**		
Site Location: ADD & CITY	Madera County	**Assessors parcel:**	

The following are the complete specifications and costs of the drilling project. The final invoice will reflect the actual quantities used to complete the drilling project. "Owner" indicates that the Customer will furnish the item at no expense to the Contractor or pay a reasonable extra amount if unable to do so.

Item #	Drilling & Casing:	Diam. (in.)	Max. (ft.)	Min. (ft.)	Est. (ft.)	Unit Price	Per	Estimated Item Price
1	Mobilization/demobilization (one charge per drilling rig)					$ 27,500.00	ea.	$ 27,500.00
2	Drilling permit: **Madera - 5 EACH** County					$ 800.00	ea.	$ 4,000.00
3	Exploratory drilling:							
	Type: MUD	10	1300	1000	1100	$ 45.00	ft.	$ 49,500.00
4	Hardrock hammer drill:				0	$ -	ft.	$ -
5	Electric resistivity log:				5	$ 3,000.00	ea.	$ 15,000.00
6	Conductor casing:	0	Inch		0	$ -	ft.	$ -
7	Borehole reaming:				0	$ -	ft.	$ -
8	Well casing installed:							
	Type: PVC Casing	4"	1040	840	950	$ 16.00	ft.	$ 15,200.00
9								
	Type: PVC Screen	4"	260	160	160	$ 22.00	ft.	$ 3,520.00
10	Gravel pack installed:							
	Type: Sand	Max Tons		15	850	$ 25.00	ft.	$ 21,250.00
11	Sanitary seal:	Max Yards			250	$ 60.00	ft.	$ 15,000.00

12	Water Fluid & Drill Cuttings Hauling Cost:	0	Loads	$ 3,500.00	ea.	$	-
13	Water truck rental:	0	Hours	$ -	hr.	$	-
14	Well development: Type: Airlift	40	Hours	$ 500.00	hr.	$	20,000.00
15	Test Pump Install & Removal:			$ -	ea.	$	-
16	Test Pump Operation:	0	Hours	$ 250.00	hr.	$	-
17	Well pad with steel stove pipe	5	Each	$ 2,500.00	ea.	$	12,500.00
18	Well disinfection (per treatment):			$ -	ea.	$	-
19	Well Destructions	6	Ea.	$ 6,000.00	lf.	$	36,000.00
20	Stand-by time:		Hours	$ 450.00	hr.	$	-
21	Hourly drilling rate (penetration rate < 8 ft./hr. for 2 hours)			$ 500.00	hr.	$	-
22	Mud shaker Rental	5	Each	$ 500.00	ea.	$	2,500.00
23	Bentonite mud for drilling:	50	Bags	$ 18.00	bag	$	900.00
24	Traffic Control	3	Each	$ 1,800.00	ea.	$	5,400.00
25	Performance and Payment bonds	1	Each	$ 5,730.00	ea.	$	5,730.00

Drill cuttings and fluids to remain on site and shall become owner's responsibility.

Drilling will not start until county has issued a permit for the project.

Price subject to county requirements and site conditions.

PUMP QUOTE can be given AFTER the well is test pumped in order to quote the correct pump for your needs.

Total ESTIMATED cash price per well	**$ 234,000.00**
Less down payment due prior to start of TEST HOLE :	**$ -**
Less down payment due prior to start of Drill :	**$ -**
ESTIMATED balance due on completion :	**$ 234,000.00**
Minimum charge due after move-in :	$ 1,000.00

I HAVE READ AND AGREE TO THESE TERMS AND INITIAL AT RIGHT TO ACCEPT _____ **INITIALS**

Attachment B

Insurance Requirements

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

1. Contractor shall maintain limits no less than: $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

2. $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

3. **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Attachment C

Standard Specifications -
Groundwater Monitoring Well Installation Workplan

March 23, 2021

Mr. Daniel Benas 184030099
Central Valley Regional Water Quality Control Board
1685 E Street
Fresno, CA 93706-2020

RE: City of Madera – Groundwater Monitoring Well Installation Workplan, WDRs Order No. 91-192

Mr. Benas:

On behalf of the City of Madera, we are submitting the attached Groundwater Monitoring Well Installation Workplan pursuant to the scheduled outlined in the City's February 16, 2021 letter titled *City of Madera WWTF Report of Waste Discharge, WDR 95-046.*

Please contact me if you have any questions regarding the content of this report.

Sincerely,
STANTEC

Thomas W. Butler II, PG, CHG, CEG
Senior Hydrogeologist/Geochemist

Attachment – Groundwater Monitoring Well Installation Workplan

cc: Daniel Foss, City of Madera Interim Public Works Director (e-copy)
Humberto Molina, City of Madera Operations Manager (e-copy)
Beth Cohen, Stantec Consulting Services Inc. (e-copy)

Stantec

Groundwater Monitoring Well Installation Workplan

March 23, 2021

Prepared for:

City of Madera

Prepared by:

Stantec Consulting Service Inc.

Table of Contents

1.0 INTRODUCTION 1.1
1.1 OVERVIEW 1.1
1.2 SITE HYDROGEOLOGY AND SOILS 1.1
1.2.1 Geology and Soil 1.1
1.2.2 Groundwater Flow Direction 1.2

2.0 GROUNDWATER MONITORING WELL INSTALLATION 2.1
2.1 PROPOSED MONITORING WELL LOCATION AND RATIONALE 2.1
2.2 MONITORING WELL SPECIFICATIONS 2.1
2.3 WELL DEVELOPMENT 2.5
2.4 WELL DISSINFECTION 2.5
2.5 SURVEYING 2.5
2.6 SOIL SAMPLING 2.5
2.7 WELL WATER MONITORING 2.6
2.7.1 Water Level Measurements 2.6
2.7.2 Purging 2.6
2.7.3 Sample Collection 2.6
2.7.4 Quality Assurance/Quality Control 2.6
2.7.5 Decontamination 2.7
2.7.6 Field Forms and Sampling 2.7
2.7.7 New Well Proposed Monitoring 2.8

3.0 HEALTH AND SAFTY PLAN 3.1
3.1.1 Personal Protective Equipment 3.1
3.1.2 Emergency Procedures/Contacts 3.1
3.1.3 Regulatory Permits 3.1

4.0 PROFFESIONAL SEALS AND CERTIFICATIONS 4.1

LIST OF FIGURES

Figure 1 Groundwater Elevation Contour Map (Prepared by BSK Associates) 1.2
Figure 2 Typical Monitoring Well Details 2.3
Figure 3 Monitoring Well Typical Surface Completion Details 2.4

1.0 INTRODUCTION

1.1 OVERVIEW

The City of Madera (City) owns and operates the Madera Wastewater Treatment Plant (WWTP) located at 13048 Road 21 ½, in Madera, California. The WWTP is regulated by the Central Valley Regional Water Quality Control Board (Regional Board) through Waste Discharge Requirements (WDRs) Order No. 95-046. The plant treats an existing flow rate of 5 Mgal/d, a permitted capacity 7 Mgal/d, and has a design capacity of 10.1 Mgal/d, to accommodate future growth. The sanitary sewer collection system delivers wastewater to the plant, where it is comingled with septage receiving station effluent, processed by two mechanical screens, and pumped to grit chambers and primary clarifiers. Primary effluent is pumped to oxidation ditches and secondary clarifiers, before being discharged into evaporation/percolation disposal ponds. Scum and waste sludge are sent to anaerobic digesters and centrifuges, which produce Class B biosolids that are hauled off site for disposal.

The WWTP is required by its WDRs to monitor groundwater and has historically had eight monitoring wells at and around the WWTP (MW-1 through MW-8). Of these wells, only monitoring well MW-1 is reported to be in good condition and consistently produces water. Monitoring well MW-2 can no longer be located as it was destroyed by landowner during preparation of the field for the planting of almond trees. Monitoring wells MW-3, MW-4, and MW-5A are generally either dry or do not contain sufficient water to allow sampling. Monitoring MW-6, MW-7, and MW-8 typically pump dry and are slow to recharge. Most of the wells sanitary features are failing and allow storm water runoff and sediment to enter them during wet periods. It is therefore the intent of this workplan to reconstruct the monitoring network to address its lack of available water as well as eliminate monitoring wells on properties not controlled by the WWTP. The revised monitoring network will be used to collect comprehensive water quality and elevation data to support the sites antidegradation analysis.

1.2 SITE HYDROGEOLOGY AND SOILS

1.2.1 Geology and Soil

The WWTP is located within the Great Valley geomorphic province of California San Joaquin Groundwater Basin, Madera Subbasin. According to the California Department of Water Resources Bulletin 118, the San Joaquin Valley is bounded to the west by the Coast Ranges, on the south by the San Emigdio and Tehachapi Mountains, on the east by the Sierra Nevada, and on the north by the Sacramento-San Joaquin Delta and Sacramento Valley. The San Joaquin Valley is a structural trough that is around 200 miles long and 70 miles wide, filled with up to 32,000 feet of marine and continental sediments deposited during periodic inundation by the Pacific Ocean and by erosion by the surrounding mountains. The Madera Subbasin is bounded on the south by the San Joaquin River, on the west by the eastern boundary of the Columbia Canal Service area, on the north by the Chowilla Subbasin, and on the east by crystalline bedrock of the Sierra Nevada foothills. Hydrogeologic units in the Madera Subbasin consist of unconsolidated deposits of Pleistocene and Holocene age. Review of geophysical logs for

wells near the WWTP suggests that groundwater measured in the monitoring wells may be in sediment that is locally unsaturated and/or perched and occurring at depths around 140 to 160 feet below ground surface. Review of past groundwater monitoring reports for the facility suggest that groundwater in this zone is not spatially consistent and likely occurs where relatively thin zones of lower permeability are locally present, restricting the downward movement of recharged water. By contrast, the static depth to groundwater measured at nearby production wells suggest that the static water table is around 190 feet, which corresponds to the depth of saturated sand deposits encountered during the drilling of the facility's production well.

1.2.2 Groundwater Flow Direction

Review of historical groundwater elevations from site monitoring wells have generally indicated that local groundwater flow at the WWTP is generally radial from the disposal ponds. Figure 1 illustrates "typical" groundwater flow vectors based on measuring water in the sites existing groundwater monitoring wells. As previously stated, these data may be misleading due to the sporadic presence of water in many of the sites monitoring wells and the likely perched nature of water when it is available. Furthermore, historic monitoring reports commonly reference surface water entering site monitoring wells due to poor sanitary features at the wellhead.

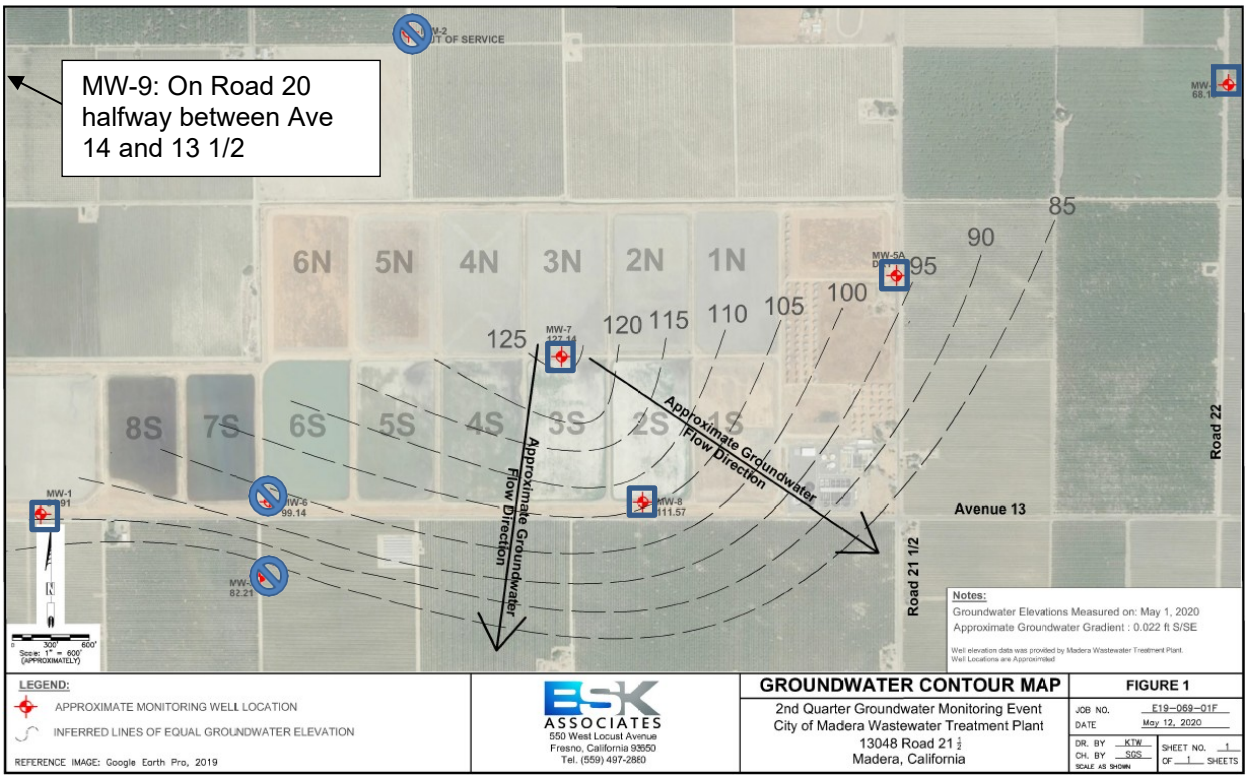


Figure 1 Groundwater Elevation Contour Map (Prepared by BSK Associates)

2.0 GROUNDWATER MONITORING WELL INSTALLATION

2.1 PROPOSED MONITORING WELL LOCATION AND RATIONALE

The purpose of groundwater monitoring is to provide a measure of compliance with regards to the State Antidegradation Policy. Currently, the existing monitoring network is generally not sufficient to consistently assess groundwater elevations and water quality. Accordingly, a revised groundwater monitoring network is therefore proposed, designed to assess static groundwater elevations and quality more consistently. Accordingly, four of the WWTP wells are proposed to be deepened and into the first saturated aquifer. These wells include MW-4, MW-5A, MW-7, and MW-8 (Figure 1). One additional well is proposed to assess ambient water quality (MW-9) and is located halfway between Avenue 13 ½ and 14 on Road 20. Monitoring well MW-1 will remain, while monitoring wells MW-3 and MW-6 will be destroyed by pressure grouting, or as otherwise directed by Madera County Environmental Health. Note monitoring well MW-2 cannot be located and is assumed to have been destroyed by farming operations (on land not under the control of the City). Following the installation of the proposed monitoring wells, detailed water chemistry, including MRP required constituents and general mineral chemistry will assessed for a period of one year.

2.2 MONITORING WELL SPECIFICATIONS

The monitoring wells will be drilled to the target depth using either sonic drilling method, or alternative approved method, with a minimum nominal borehole diameter of 10 inches. For the purpose of site characterization, we propose drilling each borehole to the first saturate water bearing formation anticipated to be a depth of up to approximately 220 ft. bgs. The depth may however be reduced based on site-specific conditions encountered during drilling. Soil samples will be collected from the borings every five (5) feet and logged in accordance with the Unified Soil Classification System. To accommodate overdraft in the region, each well will be designed with a 30-foot screen. The location of the screen section will be based on site specific lithology and field conditions and all attempts will be made to have 5 feet of the screen installed above the top of the water bearing strata. Additionally, the monitoring wells will be designed and installed according to the California Well Standards and permit conditions of the Madera County Department of Environmental Resources with the following details:

Minimum Borehole Diameter – Nominal 10-inch.

Borehole Depth – Estimated to be up to approximately 220 feet below ground surface. Final borehole depths will be based on the lithology encountered during drilling and may be subsequently modified.

Well Depth – Estimated to be up to approximately 220 feet bgs. Well depths are intended to allow for normal fluctuations of the groundwater table. Final well depths will be based on the lithology encountered during drilling.

Casing Nominal Diameter – 4-inches.

Casing Materials – ASTM F480 Schedule 40 flush threaded PVC blank casing. Top of casing shall be approximately two feet above ground surface or slightly below grade in traffic rated Christy boxes.

Well Screen – Factory slotted ASTM F480 Schedule 40 PVC well screens. Approximately 30 linear feet of flush threaded well screen will be placed in the boreholes.

Slot Aperture Width – The well screens will be installed with a 0.020-inch aperture width. The gradation is based on the initial selection of the filter pack and is sized to retain, at a minimum, 90% of the filter pack.

Filter Pack – The filter pack proposed is a 2/12 type (12 x 20 mesh) Monterey Silica Sand, or equivalent. The proposed monitoring wells are intended for sensitive water quality determinations; therefore, all filter pack materials shall be handled to avoid contact with contaminants as discussed in Section 11 of the California Well Standards. The filter pack will extend five feet above the top of the screened interval of the wells.

Transition Seal – Approximately one to two feet of bentonite chips or pellets will be placed on top of the filter pack providing a transitional seal from the filter pack to the sanitary surface seal.

Surface Seal – The sanitary surface seal shall consist of a minimum of 50 feet of neat cement, cement grout, or high solids bentonite grout and extend from ground surface the top of the bentonite transition seal.

Protective Surface Casing –Six linear feet of nominal 8-inch diameter ¼-inch wall steel casing, or 8 x 8-inch square tubing, equipped with a lockable, removable cap will provide the protective surface casing for above grade completions. This casing will be cemented in place from approximately two feet above ground surface to a depth of four feet. The surface completion shall consist of a 4’ x 4’ x 4” thick or 3.5’-diameter x 4” thick concrete slab, surrounding the well head. Should a well be installed in a public road or right-of-way, or otherwise require an at-grade completion, it will be completed with a traffic rated Christy Box, cemented in place with a concrete apron designed to shed water away from the well.

Well Cap – 4-inch diameter expandable, lockable pressure plug.

The locations of the new groundwater monitoring wells are illustrated in Figure 1. Additionally, at a minimum, equipment decontamination will consist of a hot water pressure wash of the drilling equipment immediately prior to the start of drilling each well. Figures 2 and 3 depict the typical monitoring well completion details anticipated for the site.

Figure 2 Typical Monitoring Well Details

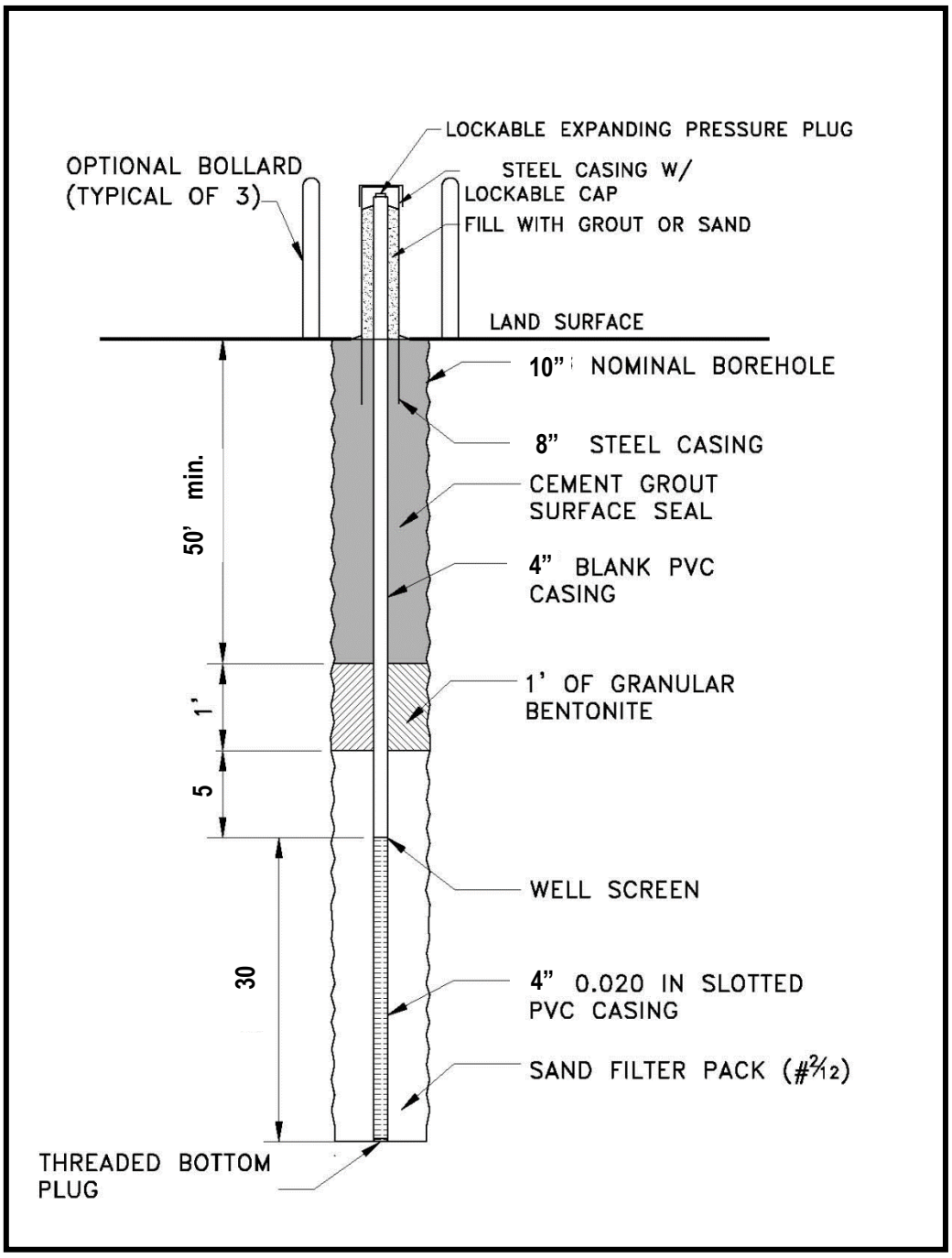
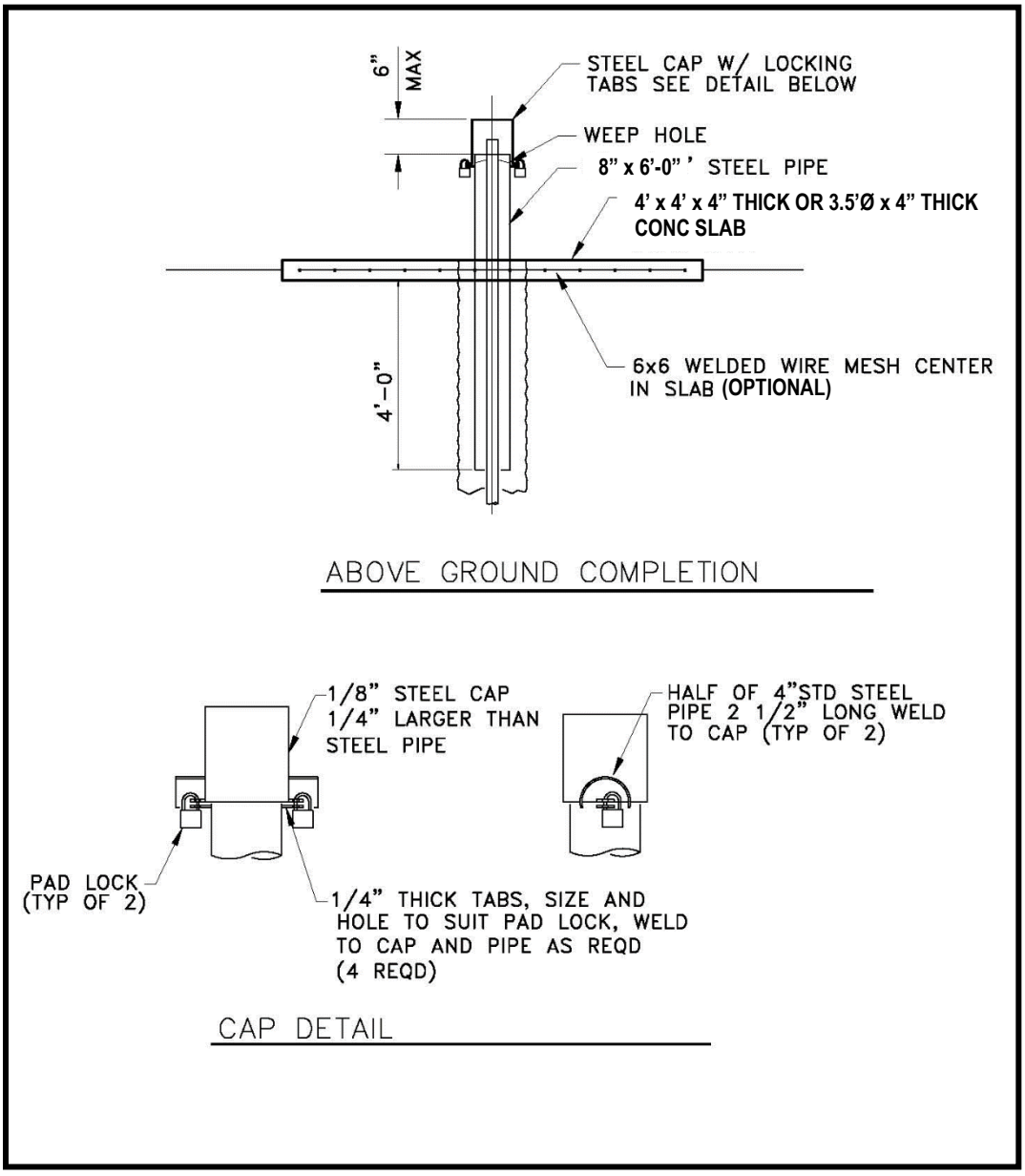


Figure 3 Monitoring Well Typical Surface Completion Details



2.3 WELL DEVELOPMENT

The drilling contractor will develop the wells using a combination of methods. Where practicable and where formations stability permits, well development by gently swabbing the well with a surge block will be initiated before the installation of the bentonite transitional seal or neat cement/cement grout sanitary seal to ensure settling of the filter pack prior to sealing the annulus. Once the seal has been installed and sets up for no less than 12 hours, further development by vigorously swabbing the well with a surge block and manual bailing will continue until the concentration of suspended solids in the water bailed from the well is sufficiently low to permit pumping with a portable submersible pump or by air lifting. Accumulated fill shall be removed from the bottom of the well screen.

Development will continue until the discharge water runs clear to the unaided eye and/or field measured turbidity is 5 n.t.u., or less. During the pumping phase of well development, the pump/isolation tool will be moved up and down the entire length of well screen, maximizing the removal of accumulated fines.

Water generated from the well during development will be discharged directly to land.

2.4 WELL DISSINFECTION

It has been our experience that the effectiveness of well disinfection procedures vary. As such, the proposed monitoring well will not be disinfected unless monitoring results indicate persistently elevated densities of coliform organisms over several consecutive quarters of groundwater monitoring. Should coliform fail to decline over time, well disinfection may be conducted in accordance with ANSI/AWWA Standard C654-03, Disinfection of Wells (2003).

2.5 SURVEYING

Once installed, the new and existing monitoring wells will be surveyed by a qualified California licensed land surveyor. These wells will be located with regards to both the California State Plane and Geographic Coordinate Systems, relative the North American Datum, 1983 (NAD83). The elevation of the north quadrant of each PVC well casing will be surveyed to within 1/100th of a foot accuracy, relative to the National Geodetic Vertical Datum 1929 (NAVD 29) and reported as feet above mean sea level, consistent with other monitored wells at the site.

Care shall be exercised during surveying to avoid introduction of foreign material into the well. Rod or receiver bottoms shall be wiped with a chlorine solution prior to setting on well casing for each well.

2.6 SOIL SAMPLING

No soil samples will be collected at the site other than those used to classify the geologic materials penetrated by the boreholes.

Spoils from drilling will be dispersed to land at the site.

2.7 WELL WATER MONITORING

2.7.1 Water Level Measurements

Depth to water measurement will be completed and recorded for all wells prior to initiating purging and sampling at any groundwater monitoring location. Additionally, the well compression cap should be initially removed from all wells allowing a minimum of 15 to 30 minutes to elapse so that groundwater levels stabilize prior to measurement. It should be noted that more or less time may be required for groundwater depths to stabilize, based on site specific hydrogeologic factors. Water-level measurements will then be taken with an electronic tape (sounder) and the same sounder will be used at all monitoring locations, assuring reproducibility of the results. Water levels will be recorded to the nearest 0.01 foot and will be referenced to the surveyed datum (north quadrant of the PVC well casing). Depth to groundwater measurements will then be converted to groundwater elevations and used to develop a groundwater elevation contour map, in order to identify possible groundwater flow direction and gradient.

2.7.2 Purging

A minimum of three well volumes will be purged from the well prior to sampling. Purging will be accomplished by pumping with a portable pump or by manually bailing. Field water quality parameters (temperature, pH, and electrical conductivity) will be collected at the beginning of purging and after each well volume has been removed. This information shall be recorded on a well -specific field data form.

Well Volume (WV) = water column height$_{ft}$ * πr_f^2 * 7.48 gal/ft^3, r_{ft} = radius of well in feet

Minimum Purge Volume = 3*WV;

Purging will continue until at least three well volumes have been removed, and the monitored field parameters pH, temperature, and conductivity vary by less than 10% of the previous well volume recording. Data will be recorded on well-specific data sheets.

2.7.3 Sample Collection

Groundwater samples will be collected from the new wells as part of the next regularly scheduled groundwater monitoring event and include general mineral chemistry and the stable isotopes of water.

2.7.4 Quality Assurance/Quality Control

All data collection will be in accordance with proper sampling and field measurement procedures as outlined below. The QA/QC program components for the field include:

- Decontamination of field sampling equipment;
- Calibration of all field measuring equipment;
- Sample logging and chain of custody procedures;
- Sample labeling; and,

- Ensuring that all samples are obtained, maintained, and shipped according to QA/QC procedures.

All equipment used to obtain field measurements (pH meter, specific conductance meter, *etc*.) will be calibrated according to manufacturer's directions. Calibration will be performed prior to the beginning of the sampling event.

2.7.5 Decontamination

Non-dedicated sampling equipment will be cleaned by hand and on polyethylene sheeting or in contained bins. Cleaning will include:

- If necessary, removing adhering soil particles by scrubbing with a hand brush in solution of potable water and a non-phosphate detergent (Alconox);
- Rinsing with free-flowing potable, deionized, or distilled water; and,
- Rinsing with chlorine solution prepared with potable, deionized, or distilled water.

Dedicated hand bailers will be rinsed with potable water. If this does not result in an acceptable cleansing of the bailer (e.g. soil particles adhere to the bailer), decontamination will follow that of non-dedicated equipment.

2.7.6 Field Forms and Sampling

All field forms for activities conducted during the field program will be maintained. Information concerning sample collection procedures, sample identification, and any other pertinent information or observations will be recorded on the field forms. Copies of the field forms will become part of the project file for further reference.

Should samples be collected, a sample identification system will be used to identify each sample location and sample type collected from the facility. This will provide a tracking system to allow for retrieval of information and to ensure that each sample is uniquely numbered. The sample identification will consist of the following minimum information:

- Site identification;
- Date and time sampled; and,
- Sample location.

All samples collected for analytical testing will be delivered to an approved analytical laboratory within 48 hours of collection, or within method holding time, whichever is shortest. During sample shipment, samples will be kept on ice or synthetic substitute (e.g. "blue ice") in an insulated container at a maximum temperature of 4°C.

A chain of custody record, which documents possession of samples from time of collection to laboratory analysis, will be maintained. Each person who has possession of the samples will complete applicable

sections of the form when samples are received or relinquished and when sample possession is transferred.

The chain of custody form will be sent in the shipping container along with the samples. The sample collector will have the receiving personnel of the laboratory sign the chain of custody form to complete documentation of sample possession from time of collection to delivery to the laboratory. The laboratory will provide a photocopy of this form for the sample collector's records.

2.7.7 New Well Proposed Monitoring

The newly constructed monitoring wells will be monitored for both MRP required constituents as well as general mineral chemistry and the stable isotopes of water for a period of four (4) quarters, with the purpose of establishing a geochemical signature for water quality at these new locations. Following the initial four quarters of monitoring the wells will revert to the MRP required monitoring program.

3.0 HEALTH AND SAFTY PLAN

3.1.1 Personal Protective Equipment

Risk of exposure to hazardous chemical or biological agents is minimal. Although the exposure risk is small, the work crew shall avoid skin contact with the soils and splash with fluid from the boring or completed monitoring well. The practice of good personal hygiene by crew is warranted and will further reduce the exposure risk. Affected areas of the body shall be washed with clean soapy water followed by a clean water rinse.

Level D personal protection equipment comprising of a standard work uniform (coveralls, hard hat, steel-toed boots, safety glasses, hearing protection, etc.) shall be in practice during work at the site.

3.1.2 Emergency Procedures/Contacts

The telephone numbers of the appropriate entities to be contacted in case of emergency are as follows:

Madera Police Department: Emergency 911; Non-emergency (559) 675-4200
Fire Department: Emergency 911; Non-emergency (559) 661-5499

The nearest trauma center or **emergency medical facility** is:

Madera Community Hospital
1250 E Almond Avenue
Madera, CA 93637
Phone: (559) 675-5555

3.1.3 Regulatory Permits

Prior to drilling, permits will be obtained for well construction from the Madera County Environmental Health Department located at:

Merced County Environmental Health Department
200 W 4th St.
Madera, CA 93637

Phone: (559) 675-7823

4.0 PROFFESIONAL SEALS AND CERTIFICATIONS

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.



Thomas W. Butler, PG, CHG, CEG
Senior Hydrogeologist/Geochemist