

**EXTRA-TERRITORIAL SERVICE AND OFFSITE INFRASTRUCTURE
AGREEMENT BETWEEN SANDRA R. DEAZEVEDO, DAVID M. LANTIS,
AND THE CITY OF FRESNO**

This Agreement is made and entered into effective _____,
(Effective Date) by and between the CITY OF FRESNO, a California municipal
corporation (City), and SANDRA R. DEAZEVEDO and DAVID M. LANTIS (Applicants).

RECITALS

WHEREAS, the Applicants have requested the City to provide water service
(Service) to a property located within the City's sphere of influence, but outside of the
City's existing water service area, at 4715 W. DAKTOA AVENUE, FRESNO, CA, 93722,
which is associated with APN 511-220-37-S; and

WHEREAS, the Service to be provided by the City will serve the demands for
APPLICANTS' facilities on the property, which can generally be described as Single
Family Dwelling; and

WHEREAS, both the City and the Applicants agree that it is not necessary for the
subject property to be annexed into City at this time, and the Applicants have filed an
extension of services application with the Fresno Local Agency Formation Commission
(LAFCo) and obtained the necessary approvals; and

WHEREAS, LAFCo has reviewed the Applicants' request for service extensions,
and determined that if Applicants chooses not to annex the property to City, then an
extension of City Services to the Applicants' property would be appropriate; and

WHEREAS, the City has sufficient capacity available to accommodate the
Applicants' demands at the subject property for the Services, provided the Applicants
construct all required offsite facility improvements defined by the City, and construction
shall be completed at Applicants' sole expense and without reimbursement from the City;
pays all required fees; and agrees to, and complies with, all the provisions of this
Agreement.

AGREEMENT

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

- A. Provisions Specific to Water Service. Connection to City's public water system by
Applicants shall be subject to the following conditions when applicable to the
Services sought by the Applicants:
1. Water Main Extensions. The Applicants, at their sole expense and without
reimbursement from the City, shall be required to install water service mains
as necessary to connect the Applicants' property to the City's public water
system. The City shall identify for the Applicants the points of connection to
the public water system and the pipeline sizes required for the connections.

2. Existing Well Usage for Irrigation Purposes. Applicants shall disconnect from all existing onsite wells for all potable purposes. If the existing onsite well(s) will be abandoned, Applicants shall destroy the wells in compliance with the State of California Well Standards, Bulletin 74-81 and 74-90 or current revisions issued by the California Department of Water Resources and City of Fresno standards.
 - a. If Applicants retain an existing domestic well(s) for irrigation purposes, Applicants will install and certify all necessary backflow prevention and cross-connection control devices as required by and in conformance with the Fresno Municipal Code. If, at any time, a well retained for irrigation purposes is to be abandoned, the Applicants shall destroy the well in compliance with the State of California Well Standards, Bulletin 74-81 and 74-90 or current revisions issued by the California Department of Water Resources and City of Fresno standards.
 - b. All well destruction will be at the Applicants' expense.
3. Metered Service Connection. City shall require Applicants to install metered service connections for all domestic and irrigation water uses required for the subject property, including existing wells. The Water Capacity Fee shall be based on the number and size of water meters installed to serve the property.
 - a. All private metered wells used for irrigation purposes shall be billed at the rate designated in the Master Fee Schedule per hundred cubic feet.
4. Fire Protection Upgrades. If water service is sought, Applicants shall be solely responsible in meeting any required fire protection upgrades beyond the Point of Connection by the City.
5. Payment of Fees to City. Prior to the Services being made available to the Applicants, the Applicants shall pay to City all required water fees as determined by the City, which may be amended from time to time.
6. Water Supply Redundancy. If water service is sought, for water supply redundancy purposes, the Applicants, at their sole expense and without reimbursement from the City, shall be required to connect to the City's public water system at two locations approved by the Director of Public Utilities or designee.
7. City to Provide Water Service. Upon the Applicants' full and complete performance of all obligations and responsibilities, including payment of all fees required by the City under this Agreement, City agrees to provide the Applicants with Services from City's public water system.
 - a. City's obligation is conditioned upon the Applicants obtaining consent of all applicable governmental agencies including, without limitation, approval of this Agreement by LAFCo and obtaining

consent from Fresno County, including, without limitation, obtaining necessary encroachment permits or easements from Fresno County, or private property owners, to install new water lines (Public Portion) along right of ways or across private property, as may be required to serve the Applicants' property (Private Portion).

- b. Should the Applicants abandon irrigation well and request City provide landscape irrigation water through an additional meter, and upon payment of appropriate well abandonment and connection fees, the City agrees to provide the Applicants with water from City's municipal water system.
8. No Representation Regarding Water Service, Pressure, or Volume for any Private Portion of the New Water Pipeline. City does not make any representation, warranty or guarantee of any kind or nature and hereby specifically disclaims any kind of representation, warranty or guarantee any Private Portion of the water system will yield any specific volume of water or provide any specific water pressure to the Applicants' property under static or dynamic water demand scenarios or for any use by the Applicants and their tenants, lessees, purchasers, successors or assigns. The Applicants assume full responsibility for the adequacy of volume of water and water pressure beyond the Point of Service into the Private Portion.
 9. Maintenance and Repair. The Applicants shall be responsible for operation, maintenance, repair, and replacement of all Private Portions of the water system beyond the City's Point of Service. Under no circumstances shall City be required or accountable to maintain, repair or replace the Private Portion of the water system unless and until City may, at its sole discretion and option, accept dedication of the water system, or any portion thereof in increments or otherwise, at some future date. The Applicants' obligation to maintain, repair and replace the Private Portion of the water system shall include, without limitation, any operation and maintenance, repair, replacement or modification of the Private Portion of the water system as may be required by City. Should the Applicants fail to operate, maintain, repair and replace the Private Portion of water system as needed for proper operation of the Public Portion, the City shall have the right, but not the obligation to stop providing water service.
 - a. Leak Repairs. The Applicants shall respond and repair leaks, breaks, or overflows caused by unforeseen conditions or damage to any Private Portion receiving water service from the City, including those caused by the Applicants, other parties or acts of God. As part of its duty to maintain such Private Portion, the Applicants shall promptly repair all leaks, breaks, and overflows, no matter how said leaks, breaks or overflows may be caused at its sole cost and expense. The Applicants acknowledges unrepaired leaks, breaks, and overflows wastewater, may cause property damage, and adversely impact public health, safety and welfare. If the Applicants fail to promptly repair all leaks, breaks, and overflows, City, at its sole

discretion, may stop providing water service at the Point of Service or otherwise. Thereafter, City shall have no obligation to provide water service until the Applicants repair the leaks, breaks, or overflows to the Private Portion.

- b. Right to Inspect Water System. City shall have the right to inspect and examine the Public Portion at any time, including during construction and operation of the water system.
 - c. Right to Access and Inspect Water Meters. City shall have the right of entry to access and inspect all water meters for compliance with AWWA standards, whether located on the Private or Public Portions.
- 10. Exclusive Use of Private Portion. The Private Portion is for the exclusive use of the Applicants. After connection to the Public Portion, the Applicants shall not permit the Private Portion to be used, either directly or indirectly, to provide water service to any other property regardless of whether the other property is owned by the Applicants or a third party.
 - 11. Reduction of Property Water Consumption. To the extent possible, the Applicants shall implement efforts to reduce water consumption. Efforts would include use of low-flow fixtures, consideration for areas of artificial turf, use of xeriscaping landscapes, and public awareness on water conservation measures.
 - 12. Construction of Public Water Facilities. All public water facilities shall be constructed in accordance with City's Public Works Department Standard Specifications and Drawings, standards, specifications, and policies.
 - 13. Assignment of Water Entitlements. As a condition of water service from the City's public water system, the Applicants shall provide water usage offsets to City through a water service entitlement exchange. The Applicants shall take all required and necessary actions to transfer and assign all water entitlements associated with the Applicants' property, including water entitlements with the Fresno Irrigation District, to City. The Applicants are solely responsible for all costs, fees, and expenses associated with transfer and assignment of water entitlements to City. The City will withhold the issuance of building permits until all surface water entitlements have been transferred and assigned from the Applicants to the City.

B. Additional Provisions:

The following provisions shall apply to this entire Agreement:

- 1. Continuing Obligations and Responsibilities of the Applicants. The Applicants agree to promptly pay to City any and all fees for any water supplied by City to the Applicants. All fees listed in City's Master Fee Schedule are regularly updated and amended from time to time by City's Council. Notwithstanding any other section of this Agreement, the fees and rates set forth by the Master Fee Schedule, as currently in effect or as it may be amended, are incorporated herein and shall have precedence over

the fees listed in this Agreement and attached exhibits. The Applicants are responsible to pay the fees and rates as set forth by the Master Fee Schedule, except as otherwise specified in Section A(2), A(5), and A(14) above. The Applicants agree to maintain its water service account with the City, in a current status. The Applicants acknowledge and agrees that should its water service account with City become sixty days delinquent, City shall have the right, at City's sole option, to discontinue water service to the Applicants' property.

2. Consent to Future Annexation. In further consideration of City's agreement to provide water services from City's public water system and from the City's publicly owned treatment works (POTW) in accordance with the provisions of this Agreement, the Applicants agree not to oppose or protest, in any way, the future annexation of the Applicants' property to City and to pay the Applicants' share of all applicable fees and charges City or any other governmental agency may require at the time of annexation of the Applicants' property to City. The Applicants will sign a petition to annex the property when asked by City.
3. Covenants Running with the Land. The Applicants acknowledge and agrees that all of the Applicants' covenants, agreements, promises, representations, and warranties as set forth in this Agreement are covenants running with the Applicants' property as defined in the applicable provisions of Sections 1457 et seq. of the California Civil Code. The Applicants' covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with the Applicants' successors and assigns and all parties and persons claiming under them. Within 30 days of execution by the last party to sign, the Applicants agree to record a copy of this Agreement as a covenant running with the land.
4. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto. The Applicants may not assign its rights and/or obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such consent by City shall not, in any way, relieve the Applicants of their obligations and responsibilities under this Agreement.
5. Notice. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notice served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

6. Binding. Subject to Section 19, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
7. Compliance With Law. In providing the services required under this Agreement, the Applicants shall at all times, comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
8. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
9. Indemnification of City. To the furthest extent allowed by law, the Applicants shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, the Applicants or any other person, and from any and all claims, demands, liabilities, damages and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement and the performance of any or all work to be done in and upon the street rights-of-way or within the Applicants' property boundary, and premises adjacent thereto, pursuant to this Agreement, or arising or alleged to have arisen directly or indirectly in any way related to the construction, installation and operation of the new supply pipeline or its appurtenances by anyone occupying any portion of the Applicant's property including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses, and attorney fees arising from water quality compliance, a lack of volume of water, inadequate fire flow, lack of water pressure in, from or delivered to the new water supply pipeline, or lack of flow capacity in the new water supply pipeline. The Applicants' obligations under the preceding shall apply regardless of whether City or any of its officers, officials, boards, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.
10. Public Health, Safety, and Welfare. Nothing contained in this Agreement shall limit City's authority to exercise its police powers, governmental

authority or take other appropriate actions to address threats to public health, safety and welfare, including temporarily suspending water services as deemed appropriate by City in its sole determination and discretion.

11. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
12. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
13. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
14. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provisions of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
15. 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 proceedings or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
16. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
17. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
18. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
19. No Third Party Benefits. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything

stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written agreement duly authorized and executed by both City and the Applicants.
21. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF FRESNO,
a California municipal corporation

APPLICANTS

By: _____
Brock D. Buche, PE, PLS
Director
Department of Public Utilities

By: Sandra R. Deazevedo
Sandra R. Deazevedo, an individual

By: _____
David M. Lantis, an individual

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Jennifer M. Quintanilla 2/16/24
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

REVIEWED BY:

Dejan Pavic
Dejan Pavic, PE
Projects Administrator
Department of Public Utilities

Addresses:

CITY
City of Fresno
Attn: Director of Public Utilities
Department of Public Utilities
1626 E. Street
Fresno, CA 93706

APPLICANTS

Sandra R. Deazevedo and David M. Lantis
4715 W. Dakota Avenue
Fresno, CA 93722

Attachments:

Attachment A – Property Deed
Attachment B – Department of Public Utilities, Master Fee Schedule (Water Service, Pages 155-160)

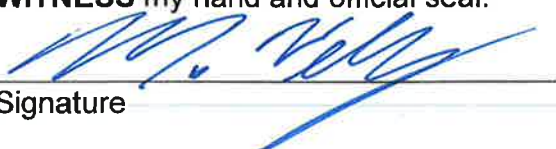
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF FRESNO)

On February 15, 2024 before me, Maria Del Socorro Velez, Notary Public personally appeared Sandra Regina Deazevedo & David Michael Lantis, 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

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 2101-24940-VS

AND WHEN RECORDED MAIL TO

SANDRA R. DEAZEVEDO AND DAVID M. LANTIS
315 WEST BROWING AVENUE
FRESNO, CA 93704

FRESNO County Recorder

Paul Dictos, C.P.A.

DOC-

2014-0144524-00

Acct 72-Placer Title - Fresno ER

Wednesday, DEC 24, 2014 09:47:39

Ttl Pd \$333.80 Rcpt # 0004229437

APR/R7/1-3

A.P.N.: 511-220-37-S

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$316.80 City Transfer Tax: \$0.00

(X) Unincorporated Area () City of FRESNO

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GAIL CHAMPAGNE, TRUSTEE OF THE DECLARATION OF TRUST OF GAIL CHAMPAGNE ESTABLISHED JULY 20, 2005.

Hereby GRANT(S) to

SANDRA R. DEAZEVEDO, A SINGLE WOMAN AND DAVID M. LANTIS, A SINGLE MAN AS JOINT TENANTS

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

Dated: December 18, 2014

THE DECLARATION OF TRUST OF GAIL CHAMPAGNE
ESTABLISHED JULY 20, 2005

By: Gail Champagne
GAIL CHAMPAGNE, TRUSTEE

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 the document.

STATE OF CALIFORNIA
COUNTY OF FRESNO

On 12/23/2014 before me, A. Murphy, Notary Public,
personally appeared Gail Champagne

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: A. Murphy
Commission Expiration Date: 03/31/2018



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 660 FEET OF THE NW 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

EXCEPTING THEREFROM THE WEST 330 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE EASTERLY 660 FEET THEREOF.

ALSO EXCEPTING THEREFROM AND UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND MINERALS IN AND UNDER SAID LAND TOGETHER WITH THE RIGHT AT ALL TIMES TO ENTER UPON SAID LAND AND TAKE ALL THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO THEREBY REMOVE ALL THE OIL, GAS AND MINERALS FOUND THEREON, AS RESERVED IN DEED RECORDED JANUARY 02 1935, IN BOOK 1393, PAGE 490, OFFICIAL RECORDS.

APN: 511-220-37-S

Attachment B

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Water, Metered Service Rate total charge shall be monthly meter service charge plus quantity charge based on usage.		522
Water Meter Service Charge, (meter size per month):		
Domestic		
3/4-inch or smaller	13.50	
1-inch	17.90	
1-1/2-inch	20.80	
2-inch	35.30	
3-inch	52.80	
4-inch	79.00	
6-inch	152.00	
8-inch	705.00	
10-inch	1,113.00	
12-inch	1,462.00	
Irrigation***		
3/4-inch or smaller	10.70	
1-inch	13.40	
1-1/2-inch	15.20	
2-inch	24.10	
3-inch	34.90	
4-inch	51.00	
6-inch	96.00	
8-inch	436.00	
10-inch	687.00	
12-inch	901.00	
Water Quantity Charge:		
All Customer Classes		
Each 100 Cubic Feet (HCF)	1.74	
1,000 gallons	2.33	
Water Affordability Credit for Income - Qualified		522
Single Family Residential Accounts Only, \$/Month	Up to \$5.00	

* Rates effective 7/1/16

** Rates shall be adjusted annually by staff to reflect the rates in effect as per Res. No. 2015-36

***These charges were previously charged at the Domestic service rate.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time ***</u>	<u>Current</u>	<u>Amnd</u>
Water Quantity Charge (continued):		
Wells, private (used for irrigation or commercial purposes when required to be metered)		
Each HCF	0.218	
1,000 gallons	0.290	
Water drawn from a fire hydrant / Minimum per month	29.97	
Backflow Prevention, Program Fee		
Per assembly/per month	2.00	540
Private Fire Protection Charges, \$/Month		
Private Hydrants	45.60	522
Fire Service Connections****		
1-inch	15.70	
1-1/2-inch	15.70	
2-inch	15.70	
2-1/2 and 3-inch	15.70	
4-inch	15.70	
6-inch	45.60	
8-inch	98.00	
10-inch	175.00	
12-inch	283.00	
Irrigation of City-Owned Property, Not Metered		
100 square feet	0.24	
Penalties		
Fire hydrant, unauthorized use / first violation	500.00	464
Each violation after first violation	1,000.00	

** Rates shall be adjusted annually by staff to reflect the rates in effect as per Res. No. 2015-36

*** Rates effective 7/1/16

**** These charges were previously a part of the Fire Protection Automatic Sprinkler Service charges.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Penalties (continued)		
Fire hydrant damage repair fee		
Excavation not required	725.00	575
Excavation required	100%	500
Delinquent notice		
Sewer connection, deferred payment plan, 60 days delinquent	2.00 + accumulated interest & principal installment	
Returning travel meter after permit expiration date per day	10.00	
Conditions of service work (related to Water Conservation, FMC 6-520(e)*		
First Month with Incident	Notice of Water Waste Issued	549
Second Month with Incident	25.00	
Third Month with Incident	50.00	
Fourth Month with Incident	100.00	
Fifth through Twelfth Month with Incident	100.00	
Illegal connection / per violation (See Service Work for disconnection, damage, and reinstallation of service after first incident.)	45.00	
Delinquent Payment		499
Utility billings / per billing for water, sewer, sanitation, and/or solid waste service if unpaid balance > \$10.00	2%	
Notification to discontinue services for non-payment of utility charges:		
Customers / per notification	8.00	
Customers with tenants / per tenant notified at a single billing address	2.00	
Minimum	8.00	
Research project fees / per hour	45.00	
Discontinuance of service for non-payment and restoration of service after payment		
Per Discontinuance / Restoration	15.00	

NOTE: The above fees are administered by the Utilities, Billing, and Collection Section of the Department of Public Utilities.

*Fines shall not be imposed upon incidents of water waste recorded by the City's water meter reading system until the passage of a Council resolution authorizing such fines.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Service Work (related to remedy of illegal water connection)		561
Blind washer installation / per service	138.00	575
Blind washer removal / per service	138.00	575
Service Disconnection / per service	319.00	575
Service Restoration / per service	1,028.00	
Padlock on curb stop / per installation	10.00	
Intentional Damage to Meter/Meter Box/Angle Meter Stop/Curb Stop/ Automatic Meter Reading Equipment (Cost & Overhead)	100%	525
After-hours turn on service work:		575
Water, Discontinuance & Restoration of service (except emergency) per call	254.00	
Water, Temporary Service		561
Fire hydrant permit	27.00	
Fire hydrant wrench deposit	125.00	
3-inch Fire Hydrant Meter Deposit	1,282.00	
Testing and Cleaning Fee	155.00	575

Deposits required shall be refunded upon the return of all equipment. Deductions shall be made for water service charges due and the cost of repair or replacement of damaged equipment. Any additional replacement costs will be billed to the customer. See Water Metered Service Rate section for the quantity and water meter service charges (3-inch Domestic Service).

** Rates shall be adjusted annually by staff to reflect the rates in effect as per Res. No. 2015-36

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Well Drilling Permit and Inspection		561
Water Supply Well Permit / each	293.00	
Water Supply Well Inspection / each	359.00	
Monitoring Well Permit / each	293.00	
Monitoring Well Inspection / each	369.00	575
Well Destruction & Abandonment		561
(Water Supply/Monitoring Wells / each)		
Well Abandonment Permit	293.00	
Well Abandonment Inspection	207.00	
Well Destruction Permit	293.00	
Well Destruction Inspection	369.00	575
Underground Utility Re-mark Fee (per call back)	177.00	575
Sale of Surplus Dirt		456
City load / per yard of dirt	5.00	
Customer pick-up / per yard of dirt	1.20	

WATER CONNECTION CHARGES (FMC 6-507)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Deferment of Payment applicable to existing single-family residences Same basis and fees as sewer connection charges.	See FMC Sctn 6-305 (c)	
Frontage Charge		
Front foot or fraction	6.50	
Installation Charges		464
Meter & Service Installation (when installed together)		
1-inch	2,241.00	
1-1/2-inch	2,508.00	
2-inch	2,671.00	
Minimum residential service connections:		489
Lots less than 20,000 square feet (1-inch)		
Lots 20,000 square feet or greater (1-1/2-inch)		
Meter Installation (when installed on existing services)		415
1-inch	330.00	
1-1/2-inch	455.00	
2-inch	530.00	
Larger than 2-inch (FMC 6-507(a)(3))		
Cost plus overhead	100%	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER CONNECTION CHARGES (FMC 6-507)

Fee Description & Unit/Time	Current	Amnd
Installation Charges (continued):		
Service Installation (without meter)		464
Service to house (between property line and house) can be reduced based upon setback, fixtures, etc., as provided in the UPC and UBC. (includes tap, service line, corp stop, curb stop and fittings)		
1-inch	2,178.00	
1-1/2-inch	2,363.00	
2-inch	2,486.00	
Larger than 2-inch (FMC 6-507(a)(3))		
Cost plus overhead	100%	
Water Capacity Fee^		530**
Meter Size*		
Up to 3/4	3,614.92	
1"	5,786.31	
1-1/2"	7,233.91	
2"	14,461.71	
3"	23,141.18	
4"	36,157.32	
6"	72,314.65	
8"	347,104.41	

*Fees for meters larger than 8-inches will be determined at the time the development is proposed to recover the cost of facilities required to meet the water demand for the meter size.

^Adjusted July 1 annually, beginning July1, 2018, based on the 20-City Construction Cost Index as reported in the Engineering New Record for the 12-month period ending in May of the year of the adjustment.

**530th Master Fee Schedule Amendment effective upon effective date of the Water Capacity Charge