EXTRA-TERRITORIAL SERVICE AND OFFSITE INFRASTRUCTURE AGREEMENT BETWEEN ORANGE CENTER SCHOOL DISTRICT AND THE CITY OF FRESNO

THIS AGREEMENT is made and entered into effective the _____day of _____20___, ("Effective Date") by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and ORANGE CENTER SCHOOL DISTRICT, a California public school ("OCSD").

RECITALS

WHEREAS, OCSD is a K-8 school (with Pre-School) located at 3530 South Cherry Avenue which currently serves approximately 320 students and 90 staff members;

WHEREAS, OCSD currently operates their own water supply system under California Department of Public Health Permit Number 03-23-12P-007;

WHEREAS, water quality results over the last five years show an increasing trend of water quality degradation related to lead and total coliform;

WHEREAS, the OCSD currently have no facilities or means to mitigate or treat any form of water contamination;

WHEREAS, OCSD's current groundwater well and pumping system have been utilized and maintained since the 1960's and now exhibit conditions of an aging infrastructure;

WHEREAS, the OCSD facility is within CITY's sphere of influence, but currently outside of the CITY's limit boundary;

WHEREAS, Fresno Local Agency Formation Commission ("LAFCo") has reviewed OCSD's request for comments on the Initial Study and determined that if OCSD chooses not to annex the property to CITY, an extension of CITY water services to the school site property would be appropriate upon an extension of services application filed with LAFCo;

WHEREAS, OCSD does not desire to annex the school to CITY at this time and has filed an extension of services application with LAFCo and obtained the necessary approvals;

WHEREAS, the OCSD has submitted Resolution No. 14-4-8 to the CITY to promote near future consolidation with the CITY water system through a State Revolving Fund Low Interest Loan "Consolidation Incentive " loan program; and

WHEREAS, the CITY has the capacity and available water to meet OCSD's water service requirements, and is willing to provide such water service as shown on **Exhibit "A",** so long as OCSD agrees to 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 municipal water system by OCSD shall be subject to the following conditions:

1. Metered Service Connection. OCSD shall allow a metered service connection for domestic use to a new 14 inch water main in Cherry Avenue ("Point of Service"). The school shall continue to use its well for landscape use. When, at some future date, the school abandons their well, OCSD will allow a second metered service connection for landscape use to the 14 inch water main in Cherry Avenue ("Point of Service").

2. Fire Protection Upgrades. OCSD shall be solely responsible in meeting any required fire protection upgrades beyond the Point of Connection by the City.

3. Payment of Fees to City. At such time when municipal water services become available, OCSD shall pay to CITY, any UGM 401S, TGM, and any other applicable fees required by CITY and as may be listed in the CITY's Master Fee Schedule, as may be amended from time to time. Samples of types of fees required by CITY, and estimated rates, are attached as **Exhibit "B."**

4. City to Provide Water. Upon OCSD's full and complete performance of all obligations and responsibilities under this Agreement, CITY agrees to provide OCSD with water from CITY's municipal water system. CITY's obligation is to provide OCSD with water from CITY's municipal water system and is conditioned upon CITY and OCSD 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 from Fresno County to install a new water supply pipeline ("Public Portion") along right of ways as appropriate in providing two points of connection into the OCSD property ("Private Portion"). When OCSD abandons their irrigation well and requests CITY to provide landscape irrigation water through an additional

meter, and upon payment of appropriate well abandonment and connection fees, the CITY agrees to provide OCSD with water from CITY's municipal water system.

5. 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 Property under static or demand scenarios or for any use by OCSD and its tenants, lessees, purchasers, successors or assigns. OCSD assumes full responsibility for the adequacy of volume of water and water pressure beyond the Point of Service into the Private Portion.

6. Maintenance and Repair. OCSD shall be responsible for operation, maintenance, repair, and replacement of all Private Portions of the school's 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. OCSD's 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 OCSD fail to operate, maintain, repair and replace the Private Portion of pipeline as needed for proper operation of the Public Portion, the CITY shall have the right, but not the obligation to stop providing water.

   a. Leak Repairs. OCSD shall respond and repair leaks caused by unforeseen conditions or damage to any Private Portion provided water by City including those caused by OCSD, other parties or acts of God. As part of its duty to maintain such Private Portion, OCSD shall promptly repair all leaks, no matter how said leaks may be caused at its sole cost and expense. OCSD acknowledges unrepaired leaks waste water, may cause property damage, or affect public health, safety and welfare. If OCSD fails to promptly repair all leaks, CITY, at its sole discretion, may stop providing water at the Point of Service or otherwise. Thereafter, CITY shall have no obligation to provide water until OCSD repairs the leaks to the Private Portion.

   b. Right to Inspect and Access to Water Meters. CITY shall have the right to inspect and examine the Public Portion at any time, including during construction and operation of the pipeline. CITY shall have the right of

access to all water meters for compliance with AWWA standards, whether located on the Private or Public Portions.

7. Exclusive Use of Private Portion. The Private Portion is for the exclusive use of OCSD. After connection the Public Portion, OCSD shall not permit the Private Portion to be used, either directly or indirectly, to provide water service to any other property regardless whether the other property is owned by OCSD or a third party.

8. Utilization of Surface Water. To the extent possible, OCSD shall utilize any available surface water to service irrigation needs where such may be practical.

9. Reduction of Property Water Consumption. To the extent possible, OCSD 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.

10. Existing Well Usage. OCSD shall disconnect from the existing onsite well for all potable and fire flow purposes with installation and certification of all necessary back flow and cross connection devices for connection to the City system. The existing well will continue to be used for facility landscape irrigation until such time that well services cannot be maintained. Thereafter, the well will be sealed and abandoned in compliance with the State of California Well Standards, Bulletin 74-90 or current revisions issued by the California Department of Water Resources, City of Fresno Public Works Standard Specifications and Drawings, standards, specifications, and policies, and the Fresno Municipal Code.

    Upon completion of well abandonment, OCSD may request, that landscape irrigation be provided by an additional metered connection to the City distribution system. This additional connection will be subject to all service/connection fees, responsibilities, and conditions as outlined in the Agreement and City Master Fee Schedule as effective at time of connection and as may be amended and/or updated by City thereafter.

11. 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.

12. Assignment of Water Entitlements. As a condition of water service from the CITY's municipal water system, OCSD shall provide water usage offsets to CITY through a water service entitlement exchange. OCSD shall take all required and necessary actions to transfer and assign all water entitlements associated with the OCSD property, including water entitlements with the

Fresno Irrigation District, to CITY. OCSD is solely responsible for all costs, fees, and expenses associated with transfer and assignment of water entitlements to CITY.

B. Additional Provisions:

The following provisions shall apply to this entire Agreement:

1. Continuing Obligations and Responsibilities of OCSD. OCSD agrees to promptly pay to CITY any and all fees for any water supplied by CITY to OCSD. 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. OCSD is responsible to pay the fees and rates as set forth by the Master Fee Schedule, except as otherwise specified in Section A(3), above. OCSD agrees to maintain its water service accounts with CITY in a current status. OCSD acknowledges and agrees that should its water service account with CITY become sixty (60) days delinquent, CITY shall have the right, at CITY's sole option, to discontinue water service to OCSD.

2. Consent to Future Annexation. In further consideration of CITY's agreement to provide water services from CITY's municipal water system in accordance with the provisions of this Agreement, OCSD agrees not to oppose or protest, in any way, the future annexation of OCSD's property to CITY and to pay OCSD's share of all applicable fees and charges CITY or any other governmental agency may require at the time of annexation of OCSD's property to CITY. OCSD will sign a petition to annex the property when asked by CITY.

3. Covenants Running with the Land. OCSD acknowledges and agrees that all of OCSD's covenants, agreements, promises, representations, and warranties as set forth in this Agreement are covenants running with OCSD's property as defined in the applicable provisions of Sections 1457 et seq. of the California Civil Code. OCSD's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with OCSD's successors and assigns and all parties and persons claiming under them. Within thirty (30) days of execution by the last party to sign, OCSD agrees 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. OCSD 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 OCSD of its 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, OCSD 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. CITY shall indemnify, hold harmless and defend OCSD 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 OCSD, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

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

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

This section shall survive termination or expiration of this Agreement.

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 OCSD.

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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

By:_____
Bruce Rudd, City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By:_____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 7/15/15
Brandon M. Collet Date
Deputy City Attorney

Address:
City of Fresno
Attn: Thomas C. Esqueda, P.E., Director
Department of Public Utilities
Water Division
1910 E. University Avenue
Fresno, CA 93703
Phone: (559) 621-5300
FAX: (559) 488-1024

ORANGE CENTER SCHOOL
DISTRICT, a California Public School

By:_____
Superintendent
Orange Center School District

Address:
Orange Center School District
3530 South Cherry Avenue
Fresno, CA 93706

Attachments:

Exhibit A – Water Service Improvements for Orange Center School District
Exhibit B – Department of Public Utilities, Master Water Service Fee Schedule

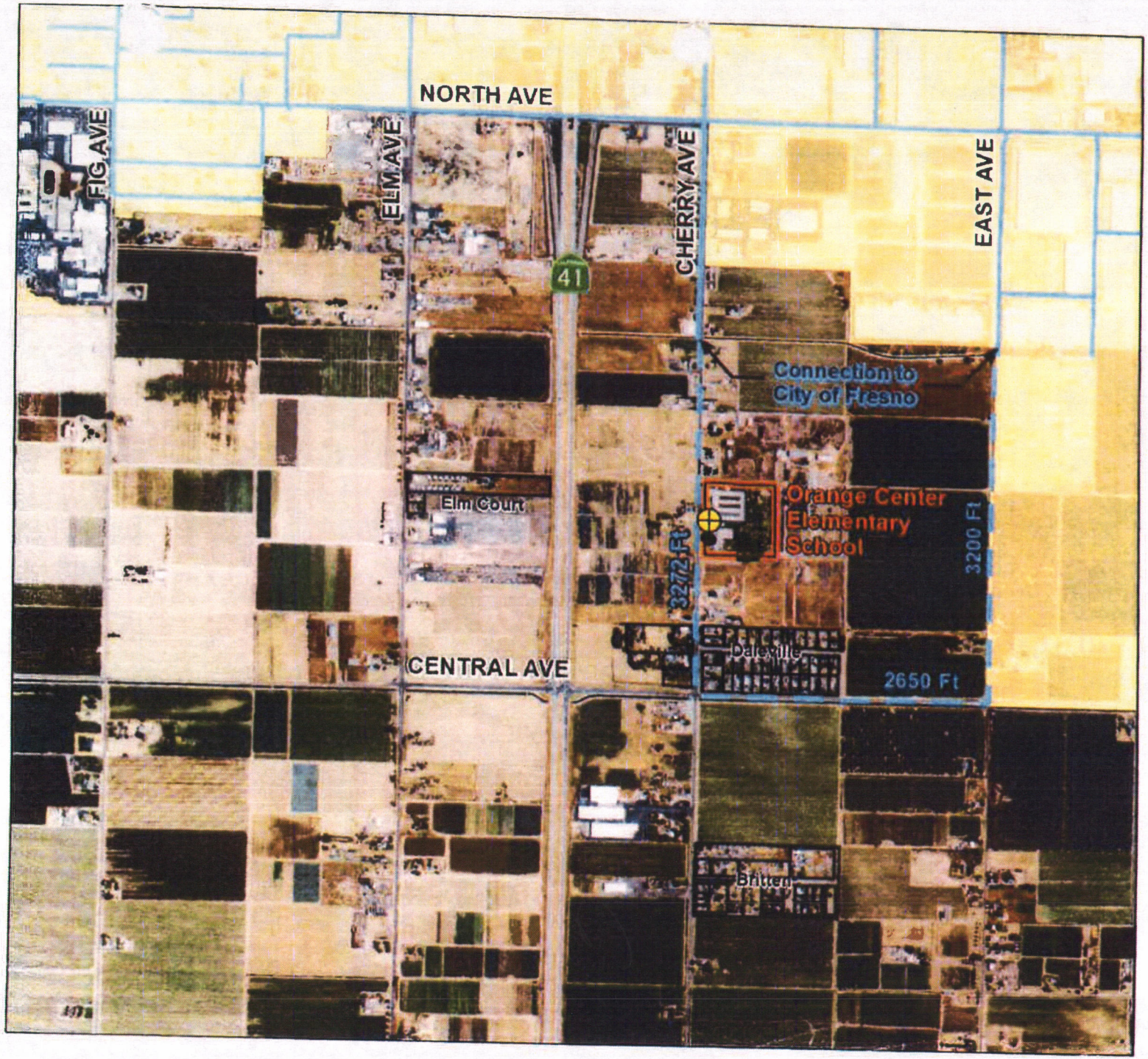

EXHIBIT A

Kings Basin IRWMA

Disadvantaged Communities Study

Orange Center Study Area

- Existing Well
- School Connection
- Potential Water Main
- Existing Water Main - City of Fresno
- Potential Participating Parcels
- City Limits - City of Fresno

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Feet

EST 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

EXHIBIT B (Updated fees/charges as of February 26, 2015)

City of Fresno

Schedule of Current and Proposed Schedule of Rates, Fees, and Charges for Public Water Service

Approved February 26, 2015

Item	*Effective dates* Prior to 3/30/15	*3/30/2015* FY15	*7/1/2015* FY16	*7/1/2016* FY17	*7/1/2017* FY18	*7/1/2018* FY19
Quantity Rates, $/HCF						
Single Family	$0.610	$0.92	$1.09	$1.28	$1.50	$1.74
All Others	$0.745	$0.92	$1.09	$1.28	$1.50	$1.74
Meter Charges, $/month						
Domestic						
¾-inch	$10.03	$8.50	$9.30	$10.50	$11.90	$13.50
1.0-inch	$13.51	$11.20	$12.30	$13.80	$15.80	$17.90
1.5-inch	$18.89	$13.00	$14.40	$16.10	$18.40	$20.80
2.0-inch	$27.09	$22.10	$24.40	$27.30	$31.30	$35.30
3.0-inch	$45.07	$33.00	$36.40	$40.80	$46.70	$52.80
4.0-inch	$63.03	$50.00	$55.00	$62.00	$70.00	$79.00
6.0-inch	$99.01	$95.00	$105.00	$118.00	$135.00	$152.00
8.0-inch	$152.96	$441.00	$487.00	$545.00	$624.00	$705.00
10.0-inch	$179.83	$696.00	$768.00	$860.00	$984.00	$1,113.00
12.0-inch	na	$914.00	$1,009.00	$1,131.00	$1,293.00	$1,462.00
Irrigation						
¾-inch	$10.03	$6.70	$7.40	$8.30	$9.50	$10.70
1.0-inch	$13.51	$8.40	$9.30	$10.40	$11.80	$13.40
1.5-inch	$18.89	$9.50	$10.50	$11.70	$13.40	$15.20
2.0-inch	$27.09	$15.10	$16.70	$18.70	$21.30	$24.10
3.0-inch	$45.07	$21.80	$24.10	$27.00	$30.80	$34.90
4.0-inch	$63.03	$32.00	$36.00	$40.00	$46.00	$51.00
6.0-inch	$99.01	$60.00	$66.00	$74.00	$85.00	$96.00
8.0-inch	$152.96	$273.00	$301.00	$337.00	$386.00	$436.00
10.0-inch	$179.83	$429.00	$474.00	$531.00	$607.00	$687.00
12.0-inch	na	$564.00	$622.00	$697.00	$797.00	$901.00
Private Fire Protection Service Charges, $/month						
Fire Hydrants						
	$23.94	$28.80	$31.70	$35.40	$40.40	$45.60
Fire Service Connections						
1.0-inch	$23.94	$9.90	$10.90	$12.20	$13.90	$15.70
1.5-inch	$23.94	$9.90	$10.90	$12.20	$13.90	$15.70
2.0-inch	$23.94	$9.90	$10.90	$12.20	$13.90	$15.70
2.5-inch	$23.94	$9.90	$10.90	$12.20	$13.90	$15.70
4.0-inch	$23.94	$9.90	$10.90	$12.20	$13.90	$15.70
6.0-inch	$35.94	$28.80	$31.70	$35.40	$40.40	$45.60
8.0-inch	$47.92	$62.00	$68.00	$76.00	$87.00	$98.00
10.0-inch	$59.90	$111.00	$122.00	$136.00	$155.00	$175.00
12.0-inch	$71.88	$178.00	$196.00	$219.00	$250.00	$283.00

EXHIBIT B (Other fees/charges)

CITY OF FRESNO
MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

Fee Description & Unit/Time *	Current	Amnd
Water Service Charges, Flat Rate* (single-family only)**		Amend
For premises containing only a single-family residence, the total charge shall be the basic rate plus applicable additional charges.		Effective 9/1/2008
Basic rate (per month):		
First 6,000 square feet or less of lot size	22.87	
Each additional 100 square feet	0.228	
Senior Citizen (62 years or older) meeting all the conditions listed below:		
1. Single-family residents only;		
2. Service must be in name of senior citizen;		
3. Occupants of residence must be senior citizen or dependants of senior citizen (not to exceed three occupants per residence);		
4. Benefitting senior citizen must notify the City when they no longer qualify.		
Basic Rate (per month):		
First 6,000 square foot or less of lot size	20.56	
Each additional 100 square feet	0.204	
Additional charges will be added to the basic rate for the following:		
Additional living unit, same premises (until metered) / per month	11.78	
Air conditioning/refrigeration unit (not equipped with water-saving devices) / ton per month	11.99	
Discharge water into dry well / ton per month	5.99	
Air conditioning/refrigeration unit (installed and equipped with water-saving devices) / ton per month	3.08	

* Rates effective 9/1/08

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

*** Flat rate water service charges for single family residential customers shall sunset as of January 1, 2013 or until all single family residences are metered, whichever comes first.

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

Fee Description & Unit/Time *	Current	Amnd
Water, Metered Service Rate total charge shall be standby charge plus quantity charge based on usage.		Amend Effective 9/1/2008
Standby charge, meter size (per month):		
3/4-inch or smaller	10.03	
1-inch	13.51	
1-1/2-inch	18.89	
2-inch	27.09	
3-inch	45.07	
4-inch	63.02	
6-inch	99.01	
8-inch	152.96	
10-inch	179.83	
Quantity charge:		
Customers Other Than Single Family Residential		
Each 100 Cubic Feet (HCF)	0.745	
1,000 gallons	0.995	
Single Family Residential		487
Each 100 Cubic Feet (HCF)	0.610	Effective
1,000 gallons	0.810	3/1/2010
Water drawn from a fire hydrant / Minimum per month	29.97	
Wells, private (used for irrigation or commercial purposes when required to be metered)		
Each HCF	0.218	
1,000 gallons	0.290	
Backflow Prevention, Program Fee		512
Per assembly/per month	3.00	Effective 1/1/2013

* Rates effective 9/1/08

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

Fee Description & Unit/Time ***	Current	Amnd
Fire Hydrant, on private property (per month)	23.94	Amend Effective 9/1/2008
Fire Protection Automatic Sprinkler Service		
4-inch diameter or less (per month)	23.94	
6-inch diameter or larger (diameter inch per month)	5.99	
Irrigation of City-Owned Property, Not Metered		
100 square feet	0.24	
Water Treatment Charge, Fluoridation		
Per month	4.52	
Penalties		464
Fire hydrant, unauthorized use / first violation	500.00	
Each violation after first violation	1,000.00	
Fire hydrant damage repair fee		500
Excavation not required	318.00	
Excavation required	100%	
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 Wastage Services, FMC 6-520(d)		
First incident (deferred until fourth incident)*	45.00	
Second incident (deferred if conservation class attended)*	45.00	
Third incident (plus fee deferred from second incident if a water conservation class was attended)*	45.00	
Fourth incident (plus fee deferred for first incident)*	45.00	
Each incident after four	45.00	

* Within a two-year period.

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

*** Rates are effective 9/1/08

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

Fee Description & Unit/Time	Current	Amnd
Penalties (continued)		
Illegal connection / per violation	45.00	
(See Service Work for disconnection, damage, and reinstallation of service after first incident.)		
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.		
Service Work (related to remedy of illegal water connection)		510
Blind washer / per service	219.00	
Service disconnection/Restoration / per replacement	368.00	
Padlock on curb stop / per installation	10.00	
Intentional Damage to Meter/Meter Box (Cost & Overhead)		
Intentional Damage Angle Meter Stop/Curb Stop		
Excavation not required	406.00	
Excavation required (Cost & Overhead)	100%	
After-hours turn on service work:		464
Water, Discontinuance & Restoration of service (except emergency) per call	169.00	

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

Fee Description & Unit/Time	Current	Amnd
Water, Temporary Service*		456
Residential (non-metered)		
Each 24 hours	25.00	
Each additional day	+Daily Rate (prorated based on bimonthly rate)	
Single Family Residential (metered)	See Water Metered Service Rates	487 Effective 3/1/2010
Fire hydrant permit	25.00	
Fire hydrant wrench deposit	90.00	
3-inch meter, turbine		500
Deposit	550.00	

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.

Well Drilling Permit and Examination		
Water Supply Well / each	175.00	
Monitoring Well		
1 to 3 / per application	295.00	
More than 3 / per each additional well	+50.00	
Well Inspection, per well site		
Well Abandonment	62.00	500
Well Destruction	236.00	500
Monitoring Well Destruction	174.00	500
Well Destruction Inspection Reschedule (when not ready on inspection day)	46.00	
After Hours Well Abandoment	78.00	500
After Hours Monitoring Well Destruction	285.00	500
Underground Utility Remark Fee (per call back)	133.00	500

* This fee to sunset as of January 1, 2013 for customers on a metered rate

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

PUBLIC UTILITIES DEPARTMENT

WATER CONNECTION CHARGES (FMC 6-507)

Fee Description & Unit/Time	Current	Amnd
Sale of Surplus Dirt		456
City load / per yard of dirt	5.00	
Customer pick-up / per yard of dirt	1.20	
Deferment of Payment applicable to existing single-family residences	See FMC Sctn 6-305 (c)	
Same basis and fees as sewer connection charges.		
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%	
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%	
Recharge Area Fee		
Area (per unit**)	160.00	438
† *No. 101	-0-	
† † *No. 101	-0-	
No. 201	-0-	
No. 301	-0-	
No. 401	-0-	
***No. 501	56.00	

PUBLIC UTILITIES DEPARTMENT

WATER CONNECTION CHARGES (FMC 6-507)

Fee Description & Unit/Time	Current	Amnd
Transmission Grid Main (TGM) Charge		417
For parcels in the UGM area, TGM charges are deposited in separate UGM-TGM charge service area accounts.		
Aggregate gross area:		
Less than 5 acres		
Net acre or fraction	804.00	
Minimum charge	80.00	
5 acres or more		
Gross acre or fraction	643.00	
Transmission Grid Main Bond Debt Service Charge per FMC Section 6-507(a)(8)		
Less than 5 acres		
Net acre or fraction	304.00	
Minimum charge	100.00	
5 acres or more		
Gross acre or fraction	243.00	
UGM Water Supply Fee		417
Single-Well Supply Areas (per gross acre)		
No. 11A	172.00	
No. 86	678.00	
No. 90	322.00	
No. 91	609.00	
No. 102	511.00	
No. 107	609.00	
No. 113	609.00	
No. 132	385.00	
No. 136	356.00	
No. 137	356.00	
No. 141	408.00	
No. 142	379.00	
No. 153	557.00	
No. 308	563.00	
No. 310	505.00	
Multi-Well Supply Areas (per unit**)		438
† (northeast) No. 101-S	567.00	
† † (northeast) No. 101-S	456.00	
(northwest) No. 201-S	407.00	
(west) No. 301-S	508.00	
(southwest) No. 401-S	371.00	
***(southeast) No. 501-S	1,738.00	

PUBLIC UTILITIES DEPARTMENT

WATER CONNECTION CHARGES (FMC 6-507)

Fee Description & Unit/Time	Current	Amnd
Well Head Treatment Fee - Area (per unit)**		438
† *No. 101	179.00	
† † *No. 101	-0-	
No. 201	-0-	
No. 301	221.00	
No. 401	31.00	
***No. 501	79.00	
1994 Bond Debt Service Fee - Area (per unit)**		438
† No. 101	281.00	
† † No. 101	895.00	
No. 201	-0-	
No. 301	60.00	
No. 401	-0-	
***No. 501	93.00	

* Service Area No. 101 was established by the Department of Public Utilities Director on March 19, 1995 in accordance with the provisions of Ordinance No. 95-4; the provisions of Resolution No. 90-18 remain in effect for development in the Woodward Park Community Plan Area.

** Unit as defined in FMC 6-501(kk)

*** 501 Emergency Measure, Resolution No. 95-18

† For subdivision maps deemed complete prior to June 10, 1997

† † For subdivision maps deemed complete on or after June 10, 1997

WATER CONNECTION CHARGES (FMC 6-508)

Fee Description & Unit/Time	Current	Amnd
Water main reimbursement for installation	See FMC 6-508(c)	
Transmission Grid Main (TGM) credit/reimbursement for private installation when required to be constructed to transmission grid size (per linear foot):		
12-inch diameter	10.00	
14-inch diameter	14.50	
16-inch diameter	31.00	
24-inch diameter	41.00	
UGM area maximum (except as provided in FMC 6-508(d)	10,000.00	
Trench surfacing credit for TGM installations (per linear foot):		
In existing asphalt concrete streets	10,000 or construction costs, whichever is less	
In existing non-asphalt concrete streets	6.00 or construction cost, whichever is less	